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MAPLE RIDGE CONDOMINIUMS
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WHEN RECORDED RETURN TO:
Maple Ridge Condominiums Owners Association
Steven Benton
2120 East 3900 South, Suite 300
Holladay, Utah 84124

BY-LAWS OF
MAPLE RIDGE CONDOMINIUMS OWNERS ASSOCIATION
A NON-PROFIT CORPORATION OF THE STATE OF UTAH

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Maple Ridge Condominiums Owners Association hereby adopts the following By-Laws of the Maple Ridge Condominiums Owners Association.

Article 1
Name and Principal office

- 1.1 Name. The name of the corporation is Maple Ridge Condominiums Owners Association, and it is referred to below as the "Association".
- 1.2 The principal office of the Association will be in Salt Lake City, Utah.

Article 2
Members

- 2.1 Members. The corporation shall be made up of its members. Membership is appurtenant to ownership of a Unit in the Maple Ridge Condominiums Project, Salt Lake, Utah. Membership shall transfer with title to that Unit, and may not be assigned or transferred except in conjunction with the title to a Unit.
- 2.2 Multiple Ownership. There is only one membership appurtenant to each Unit in the Project. In the event that any Unit is owned by more than one person or entity as tenants in common or joint tenancy, the persons owning an interest in the Unit shall decide among

themselves who will cast the vote for the Unit and how it will be cast. Only one vote will be accepted from each Unit. In the event of a disagreement among the owners of any Unit on how to cast the vote appurtenant to that Unit, the Association will accept no vote from that Unit. Even though the ownership of a Unit is deadlocked and unable to vote, if any Owner of that Unit is present at any meeting, the Unit may be counted as present for purposes of determining a quorum.

2.3 Secured Parties. Persons or entities claiming or holding an interest in any Unit merely for purposes of securing an obligation, such as banks or other mortgage lenders, are not considered Members of the Association and shall have no right to participate in voting or other matters presented to the membership; provided, however, that if such a secured party takes possession of the Unit under the security interest, the membership in the Association will transfer to the party taking possession.

2.4 Leases. Persons in possession of a Unit as lessees of the Owner are not Members of the Association. Membership will remain with the Owner. The Owner may give proxy to the lessee. If a lessee appears at a meeting and the Owner is absent, the Unit will be counted as present for purposes of determining a quorum, even though no vote will be accepted without a written proxy.

Article 3 Meetings and Notice

3.1 Annual Meetings. At least once per calendar year, the Members of the Association shall hold a meeting ("annual meeting"). The Board of Trustees may designate the time, date and place for the annual meeting by giving proper notice in advance of the meeting. The purpose of the annual meeting is the election of officers and Trustees and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

3.2 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Association representing not less than 33% percent of the total votes of the Association. Any notice of special meeting shall state the time, place, date, 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 or Chairman of the Board of Trustees.

3.3 Place of Meeting. All meetings will be held at a designated location in Salt Lake. Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

3.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place, and the purposes of all meetings of the Members to be sent to each of the Members not more than sixty (60) but not less than thirty (30) days prior to the meeting. Notice may be sent by e-mail or U.S. Mail. E-mail notice is deemed delivered on the date transmitted. Mailed notice is deemed delivered when it is postmarked by the United State Postal Service. E-mail shall be the preferred method of providing notice. Each Member shall register his or her e-mail address with the Association. and it shall be the obligation of the Member to provide notice of any change of e-mail address to the Association. If no e-mail address is registered, the Association may mail that Member's notice to the address shown on the last available property tax assessment rolls for Salt Lake County, in the name of the Owner as it appears on the assessment rolls. A unit owner may make a written demand requiring his or her notice to be send by U.S. Mail. It is the obligation of the Owners to notify the Association of changes in ownership of their Unit. Only one notice will be sent to each Unit, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf. In the absence of such a designation, the Association will send the notice to a local address, if there is one, to the available address it considers most likely to provide actual notice, or to the address shown on the tax assessment rolls for mailing of property tax notices.

3.5 Members of Record. Upon purchasing a Unit in the Project, each Owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Unit. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than sixty (60) days nor less than thirty (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, shall not be counted in comprising a quorum, 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.

3.6 Quorum. At any meeting of the Members, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the meeting.

3.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint Owners of the Membership. Proxies must be presented to

the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The Secretary will make an entry of proxies in the minutes of the meeting.

3.8 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

3.9 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

3.10 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 a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

Article 4 Board of Trustees

4.1 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 powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws, or the Condominium Declaration for the Project, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board of Trustees may delegate its powers to officers, managers, or others such of its powers as are appropriately delegated.

4.2 Assessment: Budget. The Trustees will annually adopt a budget for the operation of the Association and the maintenance of any facilities owned by the Association. A copy of the budget will be sent out with the notice of annual meeting. Special assessments require the approval of the Owners as set forth in the Declaration.

4.3 Number and Tenure. There shall be at least three (3) and not more than ten (10) members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the first Board of Trustees by the Members, the Trustees shall, by drawing Units, divide themselves into three terms of one, two and three years. Thereafter, at each annual meeting, only the Trustee whose term has expired will stand for election. Trustees

need not be residents of the State of Utah.

4.4 Qualifications. Trustees must be Owners of Units and Members of the Association. Any Trustee who ceases to be an Owner is deemed to have resigned as a Trustee, and a replacement will be appointed by the remaining Trustees.

4.5 Initial Trustees. Until such time as five years have passed since the filing of the Condominium Declaration or 90 percent of the Units in the Maple Ridge Condominiums Project have been sold to third persons by the Declarant as referenced in Declaration, whichever occurs first, the Board of Trustees may be appointed by the Declarant.

4.6 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the ninety (90) days preceding the annual meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit and as required by law or the Articles of Incorporation for purposes of approving annual reports, tax returns, and similar matters. Special meetings may be called by the president or the chairman or by a majority of the Board of Trustees by giving notice to the other board Members. Notice of meetings will be given in writing or by telephone not more than fifteen (15) days and not less than five (5) days prior to the date of the meeting.

4.7 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. 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 only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

4.8 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

4.9 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out-of-pocket expenses for the Association business may be reimbursed by the Association.

4.10 Resignation or Removal. Any Trustee may resign at any time by written notice to the remaining Trustees. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Unit and therefore ceases to be a Member of the Association. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of 60 percent of the Members of the Association at a regular or special meeting called for that purpose.

4.11 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a

successor by the remainder of the Board. Such appointee will serve out the remaining term of the resigning or removed Trustee and will stand for election at the expiration of that term.

4.12 Information 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 signed by a majority of the Board and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. 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. Informal actions will be entered in the minutes of the Trustees.

Article 5 Officers

5.1 Number. The officers of the Association shall consist of at least a President and Secretary/Treasurer. The Board may establish such other officers as it deems appropriate.

5.2 Appointment, Tenure. The officers will be appointed by the Trustees at their annual meeting, and all officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All officers must be Members of the Association. Because of the small number of Members, it is anticipated that the Trustees themselves will serve as some or all of the officers.

5.3 Duties of the President. The president shall preside at meetings of the Board of Trustees and at meetings of Members. He/She 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.

5.4 Duties of the Vice President. The Vice President shall perform the duties of the president if he or she is not available and shall perform such other duties as designated by the Board.

5.5 Duties of the Secretary and Treasurer. The secretary and treasurer are responsible to keep accurate records of the Members of the Association and the transfer of their interest to others, to keep minutes at the meetings of the Association's Members and Trustees, and cause notice of any meetings to be issued as called for in these By-Laws, to file annual reports, and to perform all other assignments of the Board. The Treasurer's duties shall include responsibility for all funds of the Association and related financial duties.

5.6 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.

Article 6 Indemnification

6.1 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 attorney's 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 on behalf of the Association.

6.2 Indemnification Against Member Actions. The Association may 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 attorney's 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 on behalf of the Association.

6.3 Request for Indemnification. When any officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the president and to the Board of Trustees stating the nature of the claim, the claimant, and all pertinent information about the claim. The Board, in the case of an action against an officer, employee, or against a single Trustee, may vote to indemnify the officer, employee, or Trustee. In the event that the action is against the Board of Trustees as a whole or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. 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 without presenting the matter to the Association for a vote at a special meeting called for that purpose.

6.4 Insurance. The Association shall purchase and maintain insurance on behalf of an individual who is acting as Trustee or an officer of the corporation, against liability associated against or incurred by him or her in that capacity or arising from his or her status as a Trustee or officer.

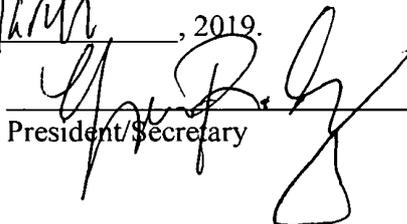
Article 7
Amendments

7.1 Amendments. These By-Laws may be altered or repealed by the affirmative vote of a majority of the Board of Trustees at any regular meeting of the Board or at any special meeting of the Board if notice of the proposed alteration or repeal is contained in the notice of such special meeting.

Article 8
Operation and Maintenance of Project

8.1 Operation and Maintenance. The Association, as agent for its members, is responsible for the enforcement and implementation of the Condominium Declaration for Maple Ridge Condominiums, as recorded with the Salt Lake County Recorder. The assessment of members for the operation shall be governed by the Condominium Declaration for Maple Ridge Condominiums, as recorded with the Salt Lake County Recorder. To the extent any provision of these By-Laws conflicts with the Maple Ridge Condominiums Declaration, the Condominium Declaration provisions shall apply.

Adopted this 4 day of March, 2019.



President/Secretary

SIGNED BY DAN RODRIGUEZ BEFORE
ME THE 4TH OF MARCH 2019.

