

WHEN RECORDED RETURN TO:

Gables at Sterling Village Homeowners' Association, Inc.  
c/o Advantage Management  
460 East 800 North  
Orem, UT 84059

13090475  
10/3/2019 11:03:00 AM \$176.00  
Book - 10840 Pg - 7197-7206  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 10 P.

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**COVER LETTER TO BYLAWS OF  
GABLES AT STERLING VILLAGE HOMEOWNERS' ASSOCIATION**

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The Gables at Sterling Village is subject to a *Declaration of Covenants, Conditions, and Restrictions of Gables at Sterling Village* ("Declaration") recorded in the Office of the Salt Lake County Recorder on June 28, 2006, as Entry No. 9766939. The Declaration affects all the real property described with particularity on Exhibit A, included herewith.

The following *Bylaws of Gables at Sterling Village Homeowners' Association* ("Bylaws") were adopted by the Gables at Sterling Village Homeowners' Association, Inc. ("Association") in June 2006, when the Association was first organized and was under control of the Declarant, Castlewood-Sterling Village I, LLC. However, the Declarant never signed the Bylaws. The Bylaws remained unsigned until December 20, 2016, when they were signed by a representative of the Association. Pursuant to Utah Code Ann. §57-8a-216, the Association is recording the Bylaws. To conform to current recording requirements, the Bylaws were re-signed and notarized in October 2019. The Bylaws have not changed from the time they were adopted in June 2006.

**BYLAWS**  
**OF**  
**GABLES AT STERLING VILLAGE HOMEOWNERS' ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is GABLES AT STERLING VILLAGE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 6925 South Union Park Ave., Suite 355, Salt Lake City, Utah 84047, but meetings of Members and Trustees may be held at such places within the State of Utah, County of Salt Lake or County of Weber, as may be designated by the Board of Trustees.

**ARTICLE II**  
**DEFINITIONS**

Section 2.1 "Association" shall mean and refer to the GABLES AT STERLING VILLAGE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Gables at Sterling Village and such amendments and/or additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots (as defined in the Declaration), which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.4 "Unit" shall mean and refer to any Lot and/or Living Unit as described in the Declaration.

Section 2.5 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Unit (meaning Living Unit, or Lot). Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.6 "Declarant" shall mean and refer to Castlewood-Sterling Village I, L.L.C., a Utah limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 2.7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction for Gables at Sterling Village applicable to the Property recorded in the Office of the Recorder of Salt Lake County, State of Utah, and amendments thereto.

Section 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **ARTICLE III** **MEETING OF MEMBERS**

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the third Tuesday in June of each year commencing 2007, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereon, 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 place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

**ARTICLE IV**  
**BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE**

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals and not more than five (5) individuals, the majority of whom need to be members of the Association.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of one year, one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of two years, and one (1) of the Trustees for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

Section 4.3 Removal. Any Trustee may be removed from the Board, with or without cause, by Declarant or by a sixty-seven percent (67%) majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

**ARTICLE V**  
**NOMINATION AND ELECTION OF TRUSTEES**

Section 5.1 Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI** **MEETINGS OF TRUSTEES**

Section 6.1 Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees 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 TRUSTEES**

Section 7.1 Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, 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, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Areas to be maintained.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 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 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 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 8.4 of this Article, and neither the president nor the vice-president may hold the office of either secretary or treasurer.

Section 8.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, 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 annual meeting, and deliver a copy of each to the members.

### **ARTICLE IX** **COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

### **ARTICLE XI** **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date of delinquency, a late charge shall be assessed in the amount of the greater of ten percent (10%) of the delinquent assessment and \$10.00. Any assessment, including late charges and previously accrued interest associated therewith and not paid within thirty (30) days after the assessment becomes due shall thereafter bear interest at an annual percentage rate not to exceed eighteen percent (18%) or the highest rate allowed by law, whichever is less, both before and after judgment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the 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 Unit.

### **ARTICLE XII** **CORPORATE SEAL**

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".





**EXHIBIT A**  
[Legal Description]

Lots 1 through 78 and Common Area in Gables at Sterling Village PUD Subdivision as shown on the official plat thereof recorded in the Salt Lake County Recorder's Office, State of Utah.

Parcel Numbers:      27-13-353-001-0000 (Common Area)  
                             27-13-353-002-0000 – 27-13-353-015-0000  
                             27-13-354-001-0000 – 27-13-354-024-0000  
                             27-13-355-001-0000 – 27-13-355-020-0000  
                             27-24-102-001-0000 – 27-24-102-010-0000  
                             27-24-103-001-0000 – 27-24-103-004-0000  
                             27-24-104-001-0000 – 27-24-104-006-0000