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When Recorded Return To:  
Tivoli Gardens Homeowners Association  
206 E. Winchester Street  
Murray, Utah 84107

12-835-0101-0133

RETURNED  
OCT 01 2015

BYLAWS

OF

THE TIVOLI GARDENS HOMEOWNERS ASSOCIATION

ARTICLE I

1.1 Name and Location. The name of the corporation is Tivoli Gardens Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 206 E. Winchester Street, Murray, Utah 84107 (or at such other location as the Board may designate), but meetings of Owners and Board Members may be held at such other places within or without the State of Utah as may be designated by the Board.

ARTICLE II  
DEFINITIONS

2.1 "Act" shall mean and refer to the Community Association Act, Utah Code Ann. 57-8a-101, *et seq.*

2.2 "Association" shall mean and refer to Tivoli Gardens Homeowners Association, and its successors and assigns.

2.3 "Board" shall mean and refer to the Board of Directors of the Association, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

2.4 "Declarant" shall mean and refer to the Declarant identified in the Declaration and any successor to whom the rights, privileges, and obligations of the Declarant are assigned.

2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Tivoli Gardens, filed of record in the Davis County Recorder's Office in the State of Utah, on August 19, 2015, as Entry No. 2887972, as the Declaration may be amended from time to time in accordance with its terms and provisions.

2.6 "Director" shall mean and refer to an individual who is a member of the Board.

2.7 "Period of Declarant's Control" shall mean and refer to the time during which the Declarant retains the right to exercise administrative control of the Association. The Period of Declarant's Control shall continue until such time as Declarant sees fit to, by written notice, transfer administrative control of the Association to the Owners, but in no event shall the Period of Declarant's Control extend beyond the time when one hundred percent (100%) of the Units in the Project have been conveyed to individual purchasers.

2.8 "Project" shall mean and refer to the Tivoli Gardens subdivision located in the City of Syracuse, Davis County, Utah.

2.9 "Property" shall mean and refer to the real property, including the Project, which is encumbered and burdened by the Declaration and these Bylaws. The Property is more particularly described in Exhibit 1 attached hereto.

2.10 "Unit" shall mean the individually subdivided and numbered residential parcels identified on the Plat Map attached to the Declaration, and any amendments thereto.

2.11 All other capitalized terms used herein shall have the same meaning as stated elsewhere in these Bylaws or in the Declaration.

### ARTICLE III

#### MEMBERSHIP IN ASSOCIATION; VOTING; MEETING OF OWNERS

3.1 Membership in Association. Declarant, so long as Declarant owns a Unit, and every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to ownership of any Unit. Each Unit in the Project shall be entitled to one (1) vote. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Unit is owned by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. Ownership of a Unit within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance or other disposition of a Unit shall constitute a devise, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. The foregoing is not intended to include conveyances made solely for the purpose of securing performance of an obligation.

3.2 Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be by a majority vote of all votes cast. During the Period of Declarant's Control, Declarant may act in all matters with or without a vote of the Owners. All matters which are submitted to a vote of the Owners shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Unit must be cast as one vote, and fractional votes shall not be allowed. In the event that a Unit is owned by

more than one (1) Owner the vote for the Unit shall be cast as such Owners decide among themselves. In the event such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Unit unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Unit, the vote for that Unit shall be deemed void and shall not be counted.

3.3 Annual Meeting. During the Period of Declarant's Control, the annual meeting shall be held at a place and time determined by the Declarant. Thereafter, the annual meeting of the Association shall be held in June of each year at a place and time determined by the Board. The Board may change the date of the annual meeting provided it gives reasonable advance notice to all Owners.

3.4 Special Meetings. During the Period of Declarant's Control, the Declarant shall have the sole right to call a special meeting. Thereafter, special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty-three percent (33%) of all of the total votes of the Association.

3.5 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary / Treasurer or person authorized by the Board to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, the purpose of the meeting. The President of the Association will chair meetings of the Owners. The presence of an Owner at a meeting shall be deemed to waive any objection such Owner has to the form and scope of the notice unless such Owner objects at the outset of the meeting.

3.6 Quorum. Except for meetings addressing an amendment of these Bylaws, an amendment of the Declaration, or other matters for which the affirmative votes of a certain percentage of Owners is required for approval, the Owners present in person or by proxy at a meeting of the Association shall constitute a quorum. Where a certain percentage of affirmative votes of Owners is required to approve an action and such action is to be discussed at the meeting, a quorum shall consist of not less than the number of affirmative votes required to approve such action.

3.7 Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary / Treasurer. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Unit.

ARTICLE IV  
BOARD; SELECTION; TERM OF OFFICE

4.1 Selection and Tenure. The Declarant shall select the three (3) initial Directors, and the Declarant shall decide who serves on the Board during the Period of Declarant's Control. After the Period of Declarant's Control, the Owners at the next annual or special meeting of the Association shall elect three (3) Directors from among the Owners. Each of the three (3) elected Directors shall draw lots to divide themselves into terms of one, two and three years. At each successive annual meeting, the Owners shall elect one (1) Director to replace the Director whose term has expired or is then expiring. Each Director elected at such successive annual meetings shall serve for a three year term.

4.2 Removal and Replacement. After the Period of Declarant's Control, a Director may be removed with or without cause by a majority vote of the other Directors or by a majority vote of the Owners at a meeting of the Owners called for the purpose of voting on removal. If an owner is removed, the remaining Directors (provided there are at least two (2) Directors serving) shall determine a replacement Director to fill the remainder of the term of the removed Director. If the Board cannot determine a replacement, or if there are not two (2) directors then serving, the Owners shall fill vacancies on the Board at a meeting called for the purpose of filling vacancies.

#### ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. Meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a weekend or legal holiday, then that meeting shall be held at the same time on the next day which is not a weekend or legal holiday.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than five (5) days written notice to each Director.

5.3 Open Meetings. After the Period of Declarant's Control, meetings of the Board shall be open to the Owners or Owners' agents except in cases where the Act permits private meetings. After the Period of Declarant's Control, any Owner may request notice of all meetings of the Board, in which case the Board shall provide notice of all meetings to such Owner not less than 48 hours prior to such meeting.

5.3 Quorum and Voting. A majority of the number of Directors shall constitute a quorum for the transaction of business. During the Period of Declarant's Control, all matters requiring a vote of the Directors or otherwise submitted to a vote of the Directors shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Directors shall be decided by the votes of the Directors. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the

Board and of the Association.

ARTICLE VI  
POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACT

6.1 Powers. Subject to the provisions of the Declaration and the Act, the Board shall have power to:

6.1.1 Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

6.1.2 As the Board deems necessary, employ a professional manager, or other independent contractors and employees, to carry out the functions of the Association and exercise the powers of the Board which are properly the subject of delegation; and

6.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Act, the Declaration, or the Articles of Incorporation.

6.2 Duties. It shall be the duty of the Board to:

6.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote fifty percent (50%) of the total votes;

6.2.2 Supervise any professional manager and all officers, agents and employees of this Association, and to see that their duties are properly performed;

6.2.3 After the Period of Declarant's Control, do each of the following in the manner set forth in the Declaration:

6.2.3.1 Fix the amount of the Reinvestment Fee;

6.2.3.2 Fix the amount of the annual assessment assessed against each Unit and fix the amount of any supplemental assessments or special assessments applicable to any Units;

6.2.4 Send written notice of each annual assessment to every Owner subject thereto on or before December 1 of each year, and send written notice of each supplemental assessment or special assessment at least fifteen (15) and no more than sixty (60) days in advance of time when such assessment becomes applicable; and

6.2.5 Foreclose the lien (at the option of the Board) against any Unit for which assessments are not paid in the manner provided for in the Act and the Declaration or to

bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same;

6.2.6 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 and to charge a reasonable fee for the issuance of these certificates;

6.2.7 Procure and maintain insurance as required by the Declaration and the provisions of the Act relating to insurance;

6.2.8 Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions of the Act relating to reserve funds;

6.2.9 Cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

6.2.10 Cause the Common Areas to be properly maintained.

6.3 Applicability of the Act. Except as otherwise provided by these Bylaws or the Declaration, the provisions of the Act shall apply and govern the Association's affairs. Except as provided in these Bylaws or the Declaration, the Association shall also be subject to the provisions of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et seq.*

## ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The officers of this Association shall be a President, a Vice-President, a Secretary / Treasurer, and such other officers as the Board may from time to time by resolution create.

7.2 Selection of Officers. The Declarant shall select the three (3) initial officers, and the Declarant shall decide who serves as officers during the Period of Declarant's Control. After the Period of Declarant's Control, the Board at the next annual or special meeting of the Association shall select the officers. After the Period of Declarant's Control, all officers shall be Owners.

7.3 Term. After the Period of Declarant's Control, the officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

7.4 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.

7.5 Resignation and Removal. After the Period of Declarant's control, 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 / Treasurer. 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.

7.6 Vacancies. After the Period of Declarant's Control, a vacancy in any office may be filed by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

7.7 Multiple Offices. Members of the Board may be officers in the Association. No person shall simultaneously hold more than one (1) of any of the offices identified above, but officers may also be except in the case of special officers created pursuant to Section 7.4, above.

7.8 Duties of Officers. The duties of the officers are as follows:

7.8.1 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments of the Association, and shall co-sign all checks and promissory notes. The President shall execute any amendments to the Declaration and deliver the same to the Secretary / Treasurer for certification and recordation, provided approval for such amendment has been obtained as provided in the Declaration,.

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

7.8.3 Secretary / Treasurer. The Secretary / Treasurer shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; certify that any amendments to the Declaration have received the required approval and have been executed by the President and shall record the same; and shall perform such other duties as required by the Board. The Secretary / Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep the Associations book and accounts; and shall assist the Board with the preparation of the annual budget to be presented to the Owners as provided herein.

## ARTICLE VIII COMMITTEES

8.1 Committees Authorized. The Board may appoint Committees as it deems appropriate for carrying out the purposes of the Association.

## ARTICLE IX

## BOOKS AND RECORDS

9.1 Open Records. Notwithstanding Section 6.2.1, above, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations promulgated by the Board shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE X BUDGET AND ASSESSMENTS

10.1 Budget. The Board shall prepare an annual budget showing the estimated expenses of the Association and the anticipated annual assessment for the following year attributable to each Unit. The budget shall be completed and distributed to the Owners on or before December 1 of each year.

10.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

10.3 Payment of Assessments. As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all assessments, and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Unit. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees and collect the same from the delinquent Owner. The Board, in the name of the Association, may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Unit in the manner provided by the Act, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of his or her Unit.

## ARTICLE XI AMENDMENTS

11.1 Amendment. During the Period of Declarant's control, the Declarant shall have the right to amend these Bylaws without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven (67%) of the members of the Association and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, these Bylaws may be amended, at a regular or special meeting of the Association, by a vote, in person or by proxy, of the Owners entitled to cast at least sixty-seven percent (67%) of the total votes of the Association; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or



contradiction.

11.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII  
MISCELLANEOUS

12.1 Governing Law. These Bylaws shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

12.2 Severability. If any section, term, or provision of these Bylaws are determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration which shall all remain in full force and effect.

12.3 No Waiver. The failure by the Declarant or the Association to enforce any term or provision of these Bylaws shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

IN WITNESS WHEREOF, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands as of the 16<sup>th</sup> day of SEPTEMBER, 2015.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

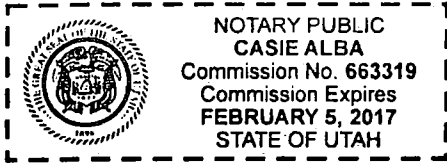
Printed Name: \_\_\_\_\_

STATE OF UTAH )

ss.

COUNTY OF Salt Lake )

The foregoing Bylaws of Tivoli Gardens Homeowners Association were acknowledged before me this 16th day of September, 2015 by Darlene Carter as a Director of Tivoli Gardens Homeowners Association.



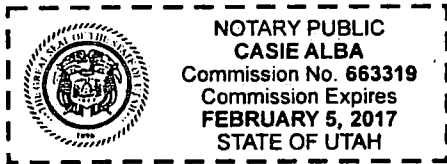
[Signature]  
Notary Public

STATE OF UTAH )

ss.

COUNTY OF Salt Lake )

The foregoing Bylaws of Tivoli Gardens Homeowners Association were acknowledged before me this 16th day of September, 2015 by Derek Cooper as a Director of Tivoli Gardens Homeowners Association.



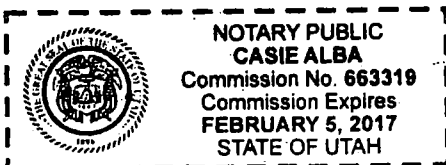
[Signature]  
Notary Public

STATE OF UTAH )

ss.

COUNTY OF Salt Lake )

The foregoing Bylaws of Tivoli Gardens Homeowners Association were acknowledged before me this 16th day of September, 2015 by Gavin Stephens as a Director of Tivoli Gardens Homeowners Association.



[Signature]  
Notary Public

**EXHIBIT 1**  
**(Description of Property)**

## BOUNDARY DESCRIPTION

A portion of the NE1/4 of Section 15, Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in West Valley City, Utah, more particularly described as follows:

Beginning at a point located S0°08'46"W along the Section line 659.54 feet from the Northeast Corner of Section 15, T4N, R2W, S.L.B.& M.; thence S0°08'46"W along the Section line 659.51 feet; thence S89°58'02"W 1,328.30 feet along the south line of the north half of the NE1/4 of said Section 15 to the southeast corner of ANTELOPE RUN Subdivision (Amended), according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N0°07'52"E along said Plat 330.50 feet; thence S89°52'08"E 100.00 feet; thence S0°07'52"W 85.28 feet; thence S89°52'08"E 260.00 feet; thence N80°40'08"E 60.83 feet; thence S89°52'08"E 110.00 feet; thence N0°07'52"E 83.97 feet; thence N66°04'41"E 87.61 feet; thence N72°34'08"E 83.91 feet; thence S89°49'03"E 166.00 feet; thence N89°59'20"E 60.00 feet; thence S89°52'08"E 379.39 feet; thence N0°08'46"E 263.00 feet; thence N89°58'36"E 33.00 feet to the point of beginning.

Contains: 10.58+/- acres