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WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney
8000 South Redwood Road
West Jordan, Utah 84088

5662631
22 NOVEMBER 93 10:45 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
REC BY: SHARON WEST , DEPUTY

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**BY-LAWS
CARRIAGE LANE AT THE GROVE HOMEOWNERS ASSOCIATION, INC.
A CONDOMINIUM PROJECT**

ARTICLE I

Name and definitions

Section 1. Name and Location. The name of this Association is as follows:

CARRIAGE LANE AT THE GROVE HOMEOWNERS ASSOCIATION, INC.

Section 2. Developer. "Developer", as used herein, means: BACH Development Corporation, a corporation organized and existing under the laws of the State of Utah.

Section 3. The Project. "Project" or the "Development Project", as used herein, means that certain community being developed by the Developer in Salt Lake County, Utah known as " Carriage Lane at the Grove" as the same is shown and identified on a certain plat submitted to and approved by West Jordan City.

Section 4. Declaration. "Declaration", as used herein, means that certain Declaration made the ____ day of October, 1993, by the developer, and which Declaration is among the records of the office of the Recorder for Salt Lake County.

Section 5. Association. "Association", as used herein, means Carriage Lane at the Grove Homeowners Association, Inc.

Section 6. Mortgage. "Mortgage", as used herein, shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 7. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

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ARTICLE II

Plan of Land Ownership

Section 1. Land Ownership. The residential and development project known as "Carriage Lane at the Grove" located in West Jordan, Utah, shall be the subject of the business and affairs of this non-profit corporation, which shall be known as Carriage Lane at the Grove Homeowners Association, Inc. and as ownership of any of the land of said development project is transferred from the Developer, BACH Development Corporation, to the Association or to any member or lot owner it shall be subject to the provisions of these By-Laws.

Section 2. Common Areas. Each individual shall receive title to and ownership to one seventh (1/7) of all real property to be owned for the common use and enjoyment of the members of the Association, which is designated as "Common Area" on all official plats of the project.

Section 3. Individual Lots. The individual building sites shall be so designated on the official plats of the project, and shall be individually and separately owned.

Section 4. Protective Covenants. The Declaration of Protective Covenants, Conditions, Restrictions, Easements, Equitable Servitude and Liens and Provisions Relating to the Maintenance of Roads, Utilities and Common Areas, herein referred to as the "Declaration", as recorded in the office of the Salt Lake County Recorder, Utah, and all of their terms and conditions, a copy of which is attached hereto, are hereby incorporated by reference as constituting part of the By-Laws of the Association.

Section 5. Protective Covenants Control. In the event that any of the provisions of these By-Laws shall in any way conflict with any of the terms of the Declaration filed of record in the office of the Salt Lake County Recorder, Utah, or as hereafter modified, then the said terms of the Declaration shall control.

Section 6. By-Laws, Personal Applicability. The provisions of these By-Laws shall become applicable to the land and to the members at such time as title or an interest in the land is acquired, and all present or future owners, occupants or tenants on the land, or their employees, or any other person that might use the facilities of the project in any manner, shall be subject to the regulations set forth in these By-Laws and in the Declaration and all rules or regulations established pursuant thereto. The mere acquisition of any of the lots which are the subject of the planned dwelling group of the project, or any annexation or addition thereto, or the mere act of occupancy of any of the lots will acknowledge that these By-Laws and provisions of the Protective covenants are accepted, ratified and will be complied with.

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Section 7. Principal Office. The principal office of the Association in the State of Utah shall be located at 2785 West 9000 South, West Jordan, Utah 84088. Registered agent shall be Dale Rindlisbacher.

Section 8. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Utah a registered office, and a registered agent. The registered office may be, but need not be, identical with the principle office in the State of Utah, and the address of the registered office may be changed from time to time by the Board of Trustees.

ARTICLE III

Membership

Section 1. Membership. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in the Declaration, and which is or becomes subject by covenants of record to assessment by the Association, shall be a member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation, shall not be a member solely on account thereof. Each member shall be entitled to one vote.

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings. An annual meeting of the members shall be held at West Jordan, Utah, on the second Thursday of February, in each year, beginning with the year 1994, at the hour of 7:00 P.M., for the purpose of electing trustees and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of the trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as such meeting may be conveniently called.

Section 2. Special Meeting. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Trustees or upon petition signed by at least four-sevenths (4/7) of the members, having been presented to the Secretary; provided, however, that no special meeting shall be called, except upon resolution of the Board of Trustees, prior to the first meeting of members as herein above provided for. The

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notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Place of Meeting. The Board of Trustees may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Utah; but if all of the members shall meet at any time and place in Salt Lake County, State of Utah, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4. Notice of Meeting. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, of each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. In case of a special meeting, or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association with postage thereon prepaid. Attendance by a member at any meeting of the members shall be a waiver by him of the time, place and purpose thereof.

Section 5. Informal Action By Members. Any action required by law to be taken at a meeting of the members, or any action which may 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 by all of the members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The members present in person or represented by proxy shall constitute a quorum at any meeting of members. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting 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, the Declaration, or elsewhere in these By-Laws. At any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast one vote for each membership which he owns on each question. The vote of the members

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representing four-sevenths (4/7) of the total of the membership present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote if required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and attested by the secretary or an assistant of the Association at or prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Trustees, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. A member may appoint any other member or the Developer or Management Agent as his proxy. In no case may any member (except the Developer or the Management Agent) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Trustees before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member. No proxy shall be valid after eleven (11) months from the date of its execution.

Section 9. Voting by Mail. Where trustees or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Trustees shall determine.

Section 10. Order of Business. The order of business at all annual meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting.

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- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) Election or appointment of inspectors of election.
- (h) Election of trustees.
- (i) New business.
- (j) Adjournment.

In the case of a special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Board of Trustees

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Trustees composed of an uneven number of three (3) persons, all of whom shall be members of the Association or Developer's Agent. Subject to the limitations of this Section, the number of trustees of the Association shall be determined by a vote of the members at the annual meeting of members.

Section 2. Initial Trustees. The initial Trustees shall be selected by the Developer and need not be members of the Association. The names of the Trustees who shall act as such until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are set forth in the Articles of Incorporation.

Section 3. Powers and Duties. The Board of Trustees shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the board of Trustees shall include, but not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas, community facilities, and recreational facilities and in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) establishment, collection, use and expenditure of assessments and/or carrying charges from the members and to provide for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the

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personnel necessary for the good working order of the common areas, community facilities and recreational facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and recreational facilities as are designated to prevent unreasonable interference with the use and occupancy of the common areas and recreational facilities by the members; all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

(e) authorization, in their discretion, of patronage refunds from residential receipts when and as reflected in the annual report.

Section 4. Management Agent. The Board of Trustees may employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of Trustees to perform such duties and services as the Board of Trustees shall from time to time authorize in writing.

Section 5. Election and Term of Office. The term of the Trustees named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Trustees shall be held by ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of the office of the Trustee receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Trustee receiving the second greatest number of votes shall be fixed at two (2) years. The other seat shall be filled for a period of one (1) year. Trustees shall hold office until their successors have been elected and hold their first meeting. In the alternative, the membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to fix the term of each Trustee elected at such meeting at one (1) year. Unless the members shall resolve to fix the term of office of each Trustee at one (1) year, at the expiration of the initial term of office of each respective Trustee, his successor shall be elected to serve a term of three (3) years.

Section 6. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the membership shall be filled by vote of the majority of the remaining Trustees, even though they may constitute less than a quorum; and each person so elected shall be a Trustee until a successor is elected by the members at the next annual meeting to serve out the

unexpired portion of the term.

Section 7. Removal of Trustees. At a regular meeting, or special meeting duly called for such purpose, (but only after the first annual meeting of members, as hereinabove provided for) any Trustees may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created.

Section 8. Regular Meetings. A regular annual meeting of the Board of Trustees shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of members. The Board of Trustees may provide by resolution the time and place in Salt Lake County, State of Utah, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 9. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of the President or any two Trustees. The person or persons authorized to call special meetings of the Board may fix any place in Salt Lake County, State of Utah, as the place for holding any special meeting of the Board called by ther.

Section 10. Notice. Notice of any special meeting of the Board of Trustees shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each trustee at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any trustee may waive notice of any meeting. The attendance of a trustee at any meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 11. Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the trustees are present at such meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice.

Section 12. Manner of Acting. The act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees until the act of a greater number

is required by law or by these By-Laws,

Section 13. Action Without Meeting. Any action by the Board of Trustees required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board of Trustees shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Trustees.

ARTICLE VI

Officers

Section 1. Officers. The officers of the corporation shall be a President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Trustees. Each officer shall hold office at the pleasure of the Board of Trustees or until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Trustees. He may sign, with the Secretary or any other proper officer of the Association, authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts or other instruments which the Board of Trustees have authorized to be executed, except in

cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by the Declaration or by these By-Laws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

Section 6. Secretary. The Secretary shall keep the minutes of the meetings of the members of the Board of Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

ARTICLE IX

Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees and committees, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the Fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

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Section 2. Books and Accounts. The books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices, consistently applied. The same shall include separate books with detailed accounts, in chronological order, of receipts and of the expenditures of the Association and its administration. The amount of any assessment required for payment of any capital expenditures of the Association may be credited on the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 3. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests.

Section 4. Seal. The Board of Trustees shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association, or such other words or symbols as the Board of Trustees shall determine, and the words, "Corporate Seal."

Section 5. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act of Utah, or under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment. Except as limited by the Declaration, as recorded in the office of the Salt Lake County Recorder, Utah, these By-Laws may be altered, amended or repealed, and new By-Laws may be adopted by a unanimous vote of all members.

ARTICLE XII

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

Section 2. Notices. Unless another type of notice is herein-

elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Commencement. Notwithstanding anything contained in the Articles of Declaration of Protective Covenants or in these By-Laws, the Homeowners Association shall have no power to act until the development is completed and four of the seven lots have been sold, homes built thereon, and persons residing therein.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 9th day of November, 1993.

CARRIAGE LANE AT THE GROVE HOMEOWNERS ASSOCIATION, INC.

By: Dale L. Rendlecker
Its: President

The undersigned, Secretary of the corporation known as Carriage Lane at the Grove Homeowners Association, Inc., does hereby certify that the above and foregoing By-Laws were duly adopted as the By-Laws of said corporation on the 9th day of November, 1993 and that they do now constitute the By-Laws of said corporation.

ATTEST:
By: Joyce Rendlecker
Its: Secretary

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