

When Recorded Return to:  
Temple Rim Home Owners Association  
14433 S. 2200 W.  
Bluffdale, Utah 84065

ENT 79382:2018 PG 1 of 12  
Jeffery Smith  
Utah County Recorder  
2018 Aug 21 11:11 AM FEE 53.00 BY SW  
RECORDED FOR Artisan Title  
ELECTRONICALLY RECORDED

Tax Parcel Numbers: See Exhibit A

**BYLAWS  
OF  
TEMPLE RIM HOME OWNERS ASSOCIATION**

The following *Bylaws of Temple Rim Owners Association* (“**Bylaws**”) have been adopted and approved by the Association.

**ARTICLE 1.  
DEFINITIONS**

1.01 Declaration.

As used herein, “**Declaration**” means the *Declaration of Covenants, Conditions and Restrictions for Temple Rim, a Residential Community in Payson, Utah*, as the same may be amended from time to time. The Declaration was recorded against the in the real property records of Utah County, Utah, on October 27, 2015, as Entry No. 97331:2015. The real property subject to the Declaration and these Bylaws is identified on Exhibit A hereto.

1.02 Other Definitions.

Other terms may be defined elsewhere in these Bylaws. Capitalized terms used but not defined herein shall have the meanings, if any, given to such terms in the Declaration.

**ARTICLE 2.  
OFFICES**

The Association is a Utah non-profit corporation, with its business office at 14433 S. 2200 W., Bluffdale, UT 84065. The office of the Association may be changed from time to time as determined by the Board.

**ARTICLE 3.  
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated and exercised as set forth in Section 4.1 of the Declaration.

### 3.02 Quorum.

Except as otherwise required by law or by the Articles or the Declaration, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum of the Association.

### 3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

### 3.04 Majority Vote.

At any meeting of the Association, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Association, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

## **ARTICLE 4. ADMINISTRATION**

### 4.01 Annual Meeting.

The annual meeting of the Association shall be held at a time designated by the Board in the month of September in each year, or at such other date designated by the Board, beginning with the year 2016, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

### 4.02 Special Meetings.

Special meetings of the Association, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20 percent or more of the total votes of all Owners.

### 4.03 Place of Meeting.

The Board may designate the Association's principal offices or any place within the State of Utah as the place for any annual meeting or for any special meeting called by the Board.

### 4.04 Notice of Meeting.

Written or printed notice of any meeting of the Association, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered to each Owner personally, by mail, by email, text, or any means of communication to which an Owner has consented not less than ten nor more than fifty days before the date of the meeting. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, as provided in the Utah Revised Nonprofit Act, as the same may be amended from time to time.

4.06 Assessments.

The operations and obligations of the Association shall be funded by assessments levied against each Owner as provided in Article V of the Declaration.

**ARTICLE 5.**  
**DECLARANT CONTROL**

Declarant shall be entitled to exercise complete control the Association as set forth in Section 6.02 hereof.

**ARTICLE 6.**  
**BOARD**

6.01 Number and Election of Directors.

The Board shall initially consist of three (3) Directors, but may be expanded to five (5) Directors at the close of the Declarant Control Period. The initial Directors shall be appointed, removed, and replaced by the Declarant during the Declarant Control Period. Thereafter, subject to the terms and conditions of Sections 6.02 and 6.03 below, each Director will hold office for a term of one (1) year, and the Owners shall elect the Directors each year at the Association's annual meeting.

#### 6.02 Declarant Control Period.

i. Subject to the terms and conditions of paragraphs 6.02(ii) and (iii) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers of the Association during the Declarant Control Period. The phrase “**Declarant Control Period**” means the period commencing on the date on which the Declaration was recorded and ending upon the termination of the Declarant Control Period pursuant to Section 4.3 of the Declaration.

ii. Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period; but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

iii. Upon the expiration of the Declarant Control Period, the Association shall hold a meeting for the purpose of electing a Board of at least three (3) Directors as set forth in Section 6.01 above. Each Director elected by the Association must be an Owner. Such Directors shall take office upon election.

iv. No management contract, lease of recreational areas or facilities, or any other contract or lease designed to benefit the Declarant which was executed by or on behalf of the Association or the Owners as a group shall be binding for more than one (1) year after the expiration of the Declarant Control Period unless renewed or ratified by the consent of a majority of the votes in the Association.

#### 6.03 Removal of Directors.

i. Directors appointed by Declarant may be removed, with or without cause, solely by Declarant.

ii. Following the Declarant Control Period, a Director may be removed, with or without cause, by a sixty-seven percent (67%) or greater vote of all Owners.

#### 6.04 Replacement of Directors.

i. During the Declarant Control Period, vacancies on the Board created by the removal, resignation or death of a Director shall be filled by a Director appointed by Declarant.

ii. After the Declarant Control Period, a vacancy on the Board created by the removal, resignation, or death of a Director shall be filled by a Director elected by the Owners.

iii. Any Director elected or appointed pursuant to this Section 6.04 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

6.05 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.06 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

6.07 Special Meetings.

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.08 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.09 Waiver of Notice.

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.10 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, as provided in the Utah Revised Nonprofit Act.

**ARTICLE 7.**  
**OFFICERS AND AGENTS**

7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Board may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board. In the absence of the president, the vice president designated by the Board or (if there be no such designation) designated in writing by the president, shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of Association meetings and of the Board meetings;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- (d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each Mortgagee; and
- (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to

time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**ARTICLE 8.**  
**EVIDENCE OF OWNERSHIP, REGISTRATION OF**  
**MAILING ADDRESS, AND LIEN HOLDERS**

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Lot from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 14433 S 2200 W, Bluffdale, UT 84065. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.



**ARTICLE 9.**  
**LIMITATION OF LIABILITY AND INDEMNIFICATION**

To the fullest extent allowed by law, no Officer or Director shall be liable to the Association or any Owner for any damages, claims, or injuries incurred by the Association or an Owner by virtue of such Officer or Director's actions taken in the course of service as an Officer or Director of the Association unless such damages were caused by the fraud, willful misconduct, or gross negligence of such Officer or Director. In addition, to the fullest extent allowed by law, the Association shall indemnify and hold each Officer and Director harmless from all damages, claims, or injuries incurred by, or asserted against, such Officer or Director arising from actions taken by such Officer or Director in the course of service as an Officer or Director unless such damages were caused by the fraud, willful misconduct or gross negligence of such Officer or Director.

**ARTICLE 10.**  
**AMENDMENTS**

10.01 During the Declarant Control Period.

During the Declarant Control Period, the Declarant shall have the sole right to modify or amend these Bylaws and may do so with or without prior notice to the Owners.

10.02 After the Declarant Control Period.

After the Declarant Control Period, these Bylaws may be amended by the affirmative vote of a majority of all Owners.

**ARTICLE 11.**  
**MISCELLANEOUS**

11.01 Fiscal Year.

The fiscal year of the Association shall January 1 to December 31, provided that the fiscal year may be modified from time to time by the Board.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated into these Bylaws by reference.

IN WITNESS WHEREOF, these Bylaws have been executed by the President of the Association on this 21<sup>st</sup> day of August, 2018

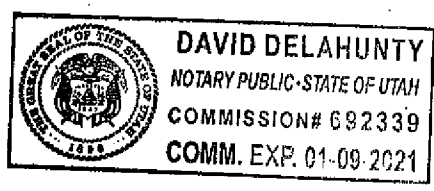
Gary Dabb  
Name: Gary Dabb  
Title: Association President

**ACKNOWLEDGEMENT**

STATE OF UTAH            )  
ss.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2018 by Gary Dabb as the President of the Temple Rim Home Owners Association.

[Signature]  
Notary Public



**EXHIBIT A**

**(Legal Description)**

Lots 1 through 22, Plat A, Temple Rim Subdivision, according to the official plat thereof on file and of record in the Utah County Records Office.