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BY: SSP, DEPUTY - WI 10 P.

WHEN RECORDED, MAIL TO:

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**BYLAWS
OF
BINGHAM POINT OWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is Bingham Point Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 225 South 200 East, Salt Lake City, Utah 84111 (or at such other location as the Board may designate), but meetings of Owners and Board Members may be held at such places within the State of Utah as may be designated by the Board.

ARTICLE II
DEFINITIONS

Section 1. "Act" shall mean and refer to the Community Association Act, Utah Code Ann. 57-8a-101, *et seq.*

Section 2. "Association" shall mean and refer to Bingham Point Owners Association, Inc., and its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions of Bingham Point, filed of record in the Salt Lake County Recorder's Office, State of Utah, as the Declaration may be amended in accordance with its terms and provisions. These Bylaws shall be recorded against the same property encumbered by the Declaration.

Section 5. "Directors" shall mean and refer to those individuals who are members of the Board. The singular Director shall refer to the singular of the Directors.

Section 6. All other capitalized terms used herein shall have the same meaning as stated in the Declaration.

ARTICLE III
MEMBERSHIP IN ASSOCIATION; MEETING OF OWNERS; VOTING

Section 1. Membership in Association. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. The Association shall have the following two classes of Membership and voting rights:

Class A. Each Owner of a Unit, which is an Assessable Unit, shall be a Class A Member of the Association and each Owner is allotted one (1) vote per Unit owned. Each Class A Membership shall be held jointly by all Owners of such Unit. Class A Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held 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. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Unit shall constitute a devise, encumbrance, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit.

Class B. Declarant shall be the only Class B Member of the Association and shall be entitled to ten (10) votes for each Unit and ten (10) votes for each Lot (as shown on the Plat) without a townhome Unit, provided however, that Declarant's Class B membership status is not dependent or contingent upon Declarant's ownership of any Unit(s) and Lot(s) within the Property. Rather, Declarant's Class B membership will cease only upon Declarant's express surrender of Class B membership status, which surrender must be in a written instrument signed by Declarant and recorded in the office of the Salt Lake County Recorder, which instrument shall specify the date of surrender of Class B membership. If the instrument specifies no date, the surrender date shall be the date of recording of the instrument. Declarant has the sole and absolute discretion to determine the date of its surrender. Declarant has the sole and absolute discretion to determine the date of its surrender of Class B membership. Declarant shall be entitled to cast ten (10) votes for each Unit and Lot owned by Declarant even if the Units or Lots are temporarily classified as Exempt Units under Section 2.18 of the Declaration. When Declarant is no longer a Class B Member of the Association, then (i) the Class B membership shall cease being a class of membership; (ii) there shall no longer be any Class B votes of the Association; and (iii) all matters submitted to a vote of the Association shall be decided solely by the votes of the Class A Members.

Section 2. Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be by a majority vote of all votes cast, including, without limitation, the votes pertaining to the Class B Member. During the Declarant Control Period, all matters requiring a vote of the Members or otherwise submitted to a vote of the Members shall be approved and implemented if and only if the Declarant also approves such matters. When Declarant is no longer a Class B Member of the Association, then (i) the Class B membership shall cease being a class of membership; (ii) there shall no longer be any Class B votes of the Association; and (iii) all matters submitted to a vote of the Association shall be decided solely by the votes of the Class A Members. 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, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. 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 Owner and 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 Association Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he, she or it 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.

Section 3. Annual Meeting. The first annual meeting of the Owners shall be held in June following the date of incorporation of the Association, and each subsequent regular, annual meeting of the Owners shall be held in June of each year thereafter. The Board may change the date of the annual meeting provided it provides reasonable advance notice to all Members.

Section 4. Special Meetings. Special meetings of the Owners may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty percent (30%) of all of the total votes, including Class A votes and Class B votes combined.

Section 5. Notice of Meetings. Written notice of each meeting of the Owners 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 thirty (30) 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, in the case of a special meeting, the purpose of the meeting. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those Owners present. The President of the Association will give notice of any meetings, and will chair meetings of the Owners.

Section 6. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the total votes of the Membership, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of

Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise stated in the Declaration, the Articles of Incorporation, or these Bylaws, a majority of the votes cast, regardless of class, at any meeting where a quorum is present shall be the action of the Owners.

Section 7. Proxies. At all meetings of Owners, each Owner 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 Owner of his or her Unit.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

Section 1. Nomination and Tenure. The Declarant shall select the three initial Directors, and the Declarant shall decide who serves on the Board during the time in which Declarant's Class B membership remains in effect. Upon the expiration or termination of the Declarant's Class B membership, the Owners at the next annual owners meeting shall elect three Directors. Each of the three 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 a Director to replace the Director whose term has expired or is then expiring. Each newly elected Director shall serve for a three year term. So long as a quorum is present, a simple majority of the votes cast shall elect a Director. If a quorum is not present at a meeting, the other Directors shall select a new Director. Nomination for election to the Board shall be made by the Directors. Nominations may also be made from the floor at the annual meeting. If any Director resigns, is removed, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to fill the remainder of such term.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Owners 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. There shall be no cumulative voting.

Section 3. Number of Directors. The Board shall consist of not less than three (3) Members. An odd number of Directors shall be required at all times. The initial number of Directors shall be three (3). The number of Directors may be increased or decreased by resolution of the Directors, so long as the number is not less than three (3).

ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular 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 legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. 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.

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

Section 1. Powers. The Board shall have power to:

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

B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

D. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and to carry out through the Manager those of its functions which are properly the subject of delegation.

Section 2. Duties. It shall be the duty of the Board to:

A. 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 Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Owners of each class 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 Regular Common Assessment against each Unit at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period, and fix the amount of any Special Common Assessments against each Unit;

2. Send written notice of each Regular Common Assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each Special Common Assessment; and

3. Foreclose the lien (at the option of the Board) against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law (at the option of the Board) 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 insurance in accordance with the provisions relating to insurance in the Declaration;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area and Facilities to be properly maintained.

Section 3. Applicability of the Act. The provisions of the Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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. Following the expiration or termination of Declarant's Class B membership, all officers of the Association must be Owners of Units in this Project.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Owners.

Section 3. Term. 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.

Section 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 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 6. Vacancies. A vacancy in any office 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 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

A. 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.

Vice-President

B. 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.

Secretary

C. The Secretary 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, and shall perform such other duties as required by the Board.

Treasurer

D. The 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 proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the ownership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII
BOARDS

The Association may appoint Boards or Committees as deemed appropriate in carrying out its purposes.

ARTICLE IX
BOOKS AND RECORDS

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 and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all Assessments which are secured by a continuing lien upon the Owner's Lot and 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 from time to time and collect the same from the delinquent Owner. 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 property, 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 Area or abandonment of his or her Unit.

ARTICLE XI
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Owners, by a vote of a sixty-seven percent (67%) majority of a quorum of Owners present in person or by proxy; 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.

Section 2. 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

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.

In witness whereof, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands as of the 26th day of April, 2016.

Signature: 
Ryan Peterson

Signature: 
Justin Peterson

Signature: 
Warren Kirk

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of April, 2016, by Ryan Peterson, Justin Peterson and Warren Kirk, as Directors of the Bingham Point Owners Association, Inc.


NOTARY PUBLIC

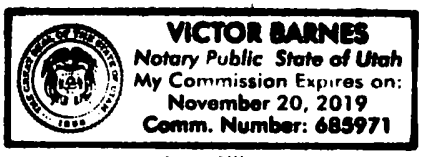
SEAL: 

EXHIBIT A

Legal Description of the Property/Project

The Project is located in West Valley City, Salt Lake County, State of Utah, and is described as follows:

[insert legal description of all property included in the Project -- all phases]

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF 7200 WEST STREET (AN 80 FOOT RIGHT-OF-WAY), SAID POINT BEING LOCATED SOUTH 00°04'26" EAST ALONG SECTION LINE 247.50 FEET AND NORTH 89°59'24" EAST 40.00 FEET FROM THE WEST QUARTER OF SAID SECTION 27 AND RUNNING THENCE NORTH 89°59'24" EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER 290.00 FEET; THENCE NORTH 00°04'26" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 214.50 FEET TO THE SOUTH LINE OF 3100 SOUTH STREET, A 69.50 FOOT WIDE STREET AND THE SOUTH LINE OF THAT CERTAIN WARRANTY DEED RECORDED MAY 17, 2004, AS ENTRY NUMBER 9063837, IN BOOK 8988, AT PAGE 2770 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE NORTH 89°59'24" EAST COINCIDENT WITH SAID SOUTH LINE AND SAID DEED LINE 200.00 FEET; THENCE NORTH 00°04'26" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER COINCIDENT WITH SAID DEED LINE 33.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 89°59'24" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST QUARTER 801.30 FEET TO THE NORTHWEST CORNER OF HUNTER VILLAGE PHASE 16 SUBDIVISION, A PLAT RECORDED AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 00°10'53" EAST 494.47 FEET COINCIDENT WITH THE WEST LINE OF SAID HUNTER VILLAGE PHASE 16 AND THE WEST LINE OF HUNTER VILLAGE PHASE 11, A PLAT RECORDED AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER TO THE NORTHEAST CORNER OF LOT 1103, OF SAID HUNTER VILLAGE PHASE 11; THENCE WEST COINCIDENT WITH THE NORTH LINE OF SAID HUNTER VILLAGE PHASE 11 AND HUNTER VILLAGE PHASE 19, A PLAT RECORDED AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER 1292.23 FEET TO THE EAST LINE OF SAID 7200 WEST STREET; THENCE NORTH 00°04'26" WEST ALONG SAID EAST LINE 246.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 560,212 SF OR 12.86 ACRES - 81 LOTS