

## BYLAWS OF GARDEN GATE TOWNHOMES HOMEOWNERS ASSOCIATION

These Bylaws of GARDEN GATE TOWNHOMES HOMEOWNERS ASSOCIATION are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act and are executed by the Association.

### RECITALS

A. These Bylaws are adopted to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

B. These Bylaws affect the real property situated in South Salt Lake, Salt Lake County, Utah described with particularity on Exhibit A and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.

C. These Bylaws are executed and recorded by the Association, by and through the Association's Board of Directors, pursuant to Utah Code §57-8a-216.

### ARTICLE I DEFINITIONS

Capitalized terms used in the Bylaws (including recitals) have the following meanings:

1.1 **Acts.** "Acts" shall refer collectively to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

1.2 **Articles.** "Articles" mean the Articles of Incorporation for Garden Gate Townhomes Homeowners Association.

1.3 **Association.** "Association" means Garden Gate Townhomes Homeowners Association.

1.4 **Board.** "Board" means the Board of Directors. The Board governs the property, business, and affairs of the Association.

1.5 **Bylaws.** "Bylaws" mean the Bylaws of the Association, as amended or restated from time to time.

1.6 **Declaration.** "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Garden Gate Townhomes PUD recorded in the Office of the Salt Lake County

Recorder on April 18, 2007 as Entry No. 10071137, as amended, supplemented, or restated from time to time.

1.7 **Lot.** "Lot" means the means each of the individual Lots within the Project as shown on the Plat.

1.8 **Officer.** "Officer" means the President, Secretary, Treasurer, or any other office of the Association as determined by the Board.

1.9 **Owner.** "Owner" means the owner of a Lot.

1.10 **Plat.** "Plat" means the plat map for Garden Gate Townhomes recorded in the Office of the Salt Lake County Recorder on April 2, 2007 as Entry No. 10052808, and any amendments thereto.

1.11 **Project.** "Project" means the Garden Gate Townhomes PUD, including all Lots and common areas as shown on Plat. The Project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

## **ARTICLE II APPLICATION**

All present and future Owners, occupants, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lot or part thereof or the common areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

## **ARTICLE III OWNERS**

3.1 **Annual Meetings.** The annual meeting of the Owners shall be held each year on a day and at a time established by the Board. The Board may from time to time by resolution change the month, date, and time for the annual meeting of the Owners.

3.2 **Special Meetings.** Special meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than thirty-three percent (33%) of the voting interests of the Association. If a special meeting is requested by the Owners, the President shall call, provide notice of, and conduct a special meeting within sixty (60) days of receipt of the request.

3.3 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record not more than sixty (60) or less than fourteen (14) days prior to the meeting. Such notice may be emailed, hand-delivered, mailed, texted, posted on an official Association website, or delivered in another manner allowed under the Acts. Each Owner shall register with the Association such Owner's current email address and mailing address for purposes of notice hereunder. If no address is registered with the Association, an Owner's Lot address shall be deemed to be the Owner's registered address.

3.4 **Quorum.** Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for the adoption of decisions.

3.5 **Proxies.** At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy, provided, however, that the right to vote by proxy shall exist only where the written instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's duly authorized attorney. If a Lot is jointly owned, the written instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's or Owners' duly authorized attorney(s). A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other Officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. To be valid, a proxy must identify the proxy-holder.

3.6 **Voting.** With respect to each matter submitted to a vote of the Owners, each Lot shall have the right to cast, in person or by proxy, one (1) vote. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose other than to establish a quorum. The affirmative vote of a majority of the voting interests entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owner, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Acts. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The Board may adopt additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.7 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board. The presence of an Owner in person at any meeting of the Owners shall be deemed a waiver of any notice requirements.

3.8 **Informal Action by Owners.** Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting.

**ARTICLE IV  
BOARD OF DIRECTORS**

4.1 **General Powers.** The property, affairs, and business of the Association shall be managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Acts, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Acts vest solely in the Owners.

4.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board composed of three (3) persons. Each Board Member shall be over the age of eighteen (18), shall be an Owner, and shall be current in the payment of all assessments. Each Board Member shall serve for two (2) year terms, which terms shall be staggered so that Board Members are elected each year. If Board Member terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in a manner the Board deems appropriate. Directors may serve consecutive terms if reelected. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Election.** The election of Board Members shall be made by a vote of the Owners. If the election of Board Members is not held during the Annual Meeting, or at any adjournment thereof, the Board may hold the election at a Special Meeting of the Owners. The election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. During each election, the Owners (or their proxies, if the election takes place during an Annual or Special Meeting) may cast, with respect to each vacancy, one (1) vote. The candidates receiving the largest percentage of voting interests shall be elected. Cumulative (i.e. an Owner casting all of his or her votes for the same candidate) or fractional voting is not permitted.

4.4 **Quorum and Manner of Action.** A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as the Board, and individual Board Members shall have no powers as such.

4.5 **Regular Board Meetings.** The Board shall hold regular meetings, at least every six (6) months, at the discretion of the Board.

4.6 **Special Board Meetings.** Special meetings of the Board may be called by the President or a majority of the Board Members.

4.7 **Open Meetings.** Except as provided below in (a) through (f), all regular and special Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;

- e. Discuss a matter involving a person, if the Board determines that public knowledge of the matter would violate the person's privacy; or
- f. Discuss a delinquent assessment.

4.8 **Notice of Board Meetings.** At least forty-eight (48) hours before a regular or special Board meeting, notice of the meeting shall be given via email or text to each Board Member. Notice of the meeting shall also be given to each Owner who requests notice of such Board meetings, unless: (i) notice of the Board meeting is included in a meeting schedule that was previously provided to the Owner; or (ii) the Board meeting is to address an emergency and each Board Member receives notice of the Board meeting less than forty-eight (48) hours before the Board meeting. The notice shall be delivered to the Owner by email to the email address that the Owner provides to the Association, shall state the time, date, and location of the Board meeting, and shall provide the information necessary to allow the Owner to participate by telephone or electronic communication if any Board member will also be participating via telephone or the same electronic communication.

4.9 **Board Action.** Notwithstanding any noncompliance with Sections 4.7 and/or Section 4.8, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with Sections 4.7 and/or 4.8 may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

4.10 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interest of the Association. A Board Member may also be removed by the affirmative vote of a majority of the Board Members if he or she, in any twelve (12) month period, misses, and is unexcused by a majority of the Board, either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board meetings.

4.11 **Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board by reason of the death, resignation, disqualification, or removal by the other Board Members, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners shall be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor, and any Board member appointed hereunder shall serve only until the next regularly scheduled annual meeting or special meeting held for the purpose of electing a successor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.12 **Informal Action by Board Members.** Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board Members or as otherwise allowed by Acts.

4.13 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed equivalent to the

giving of such notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.14 **Action Without a Meeting.** The Board has the right to take any action in the absence of a meeting which it could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE V OFFICERS**

5.1 **Officers.** The Officers of the Association shall be a President, a Secretary, and a Treasurer, and such other Officers as may from time to time be appointed by the Board. All Officers shall be Board Members.

5.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be chosen by the Board at the first Board Meeting after each election is held, or at some other time as may be reasonable. Each officer shall hold such office until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Resignation and Removal.** Any Officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Officer may be removed and replaced upon the affirmative vote of a majority of the Board at any time, with or without cause.

5.4 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.5 **The President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting. The President shall sign on behalf of the Association all documents and contracts, and shall do and perform all other acts and things as required by the Board.

5.6 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, rules, or any resolution the Board may require such person to keep. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act.

5.7 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

**ARTICLE VI  
COMMITTEES**

The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

**ARTICLE VII  
INDEMNIFICATION**

7.1 **Indemnification.** No Board Member or Officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member or Officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member or Officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Board Member having heretofore or hereafter been a Board Member or Officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member or Officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, Officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any bylaw, agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members and Officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, Officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

**ARTICLE VIII  
RECORDS AND FINANCES**

8.1 **General Records.** The Secretary or the manager for the Association, if any, shall keep detailed records of the actions of the Board and manager; minutes of the meetings of the Board; and minutes of the Owner meetings of the Association. The Board shall also maintain a

book of resolutions containing the rules, regulations, and policies adopted by the Association and Board. The Board shall also maintain a current list of Owners.

8.2 **Records of Receipts and Expenditures.** The Board or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Project, itemizing the maintenance and repair expenses of the common areas or Association property and any other expenses incurred.

8.3 **Financial Reports and Audits.** An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners and to any mortgagees of Lots who request the same. The Board may also annually, at the expense of the Association, obtain an “accounting review” or “agreed upon procedures” by a certified public accountant or other similar financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and eligible mortgagees of Lots who request this information. From time to time the Board may also, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. At any time, any Owner or eligible mortgagee may, at such Owner’s or eligible mortgagee’s own expense, cause an audit or inspection to be made of the books and records of the Association.

8.4 **Inspection of Records by Owners.** Except as provided in Section 8.5 below, all records of the Association shall be reasonably available for examination by an Owner pursuant to rules adopted by resolution of the Board. The Board shall maintain a copy, suitable for the purposes of duplication of the following: (1) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association; (2) The most recent financial statement prepared pursuant to Section 8.3 above; and (3) The current operating budget of the Association. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under this Section 8.4. The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

8.5 **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- (a) Personnel matters relating to a specific identified person or a person’s medical records.
- (b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- (c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.
- (d) Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.



(e) Disclosure of information in violation of law.

(f) Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or rules;

(g) Documents, correspondence, or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

(h) Documents, correspondence, or other matters considered by the Board in executive session.

(i) Files of individual Owners, other than those of a requesting Owner, including any individual Owner's file kept by or on behalf of the Association.

## **ARTICLE IX RULES AND REGULATIONS**

The Board shall have the authority to adopt and establish by resolution such Association rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such rules and use their best efforts to see that they are strictly observed by all Owners and occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

## **ARTICLE X AMENDMENTS**

These Bylaws may be amended, altered, or repealed upon the affirmative vote of at least fifty-one percent (51%) of the Lot Owners. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument, the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one Officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

11.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Association has executed these Bylaws on the day and year set forth below.

Garden Gate Townhomes Homeowners Association

[Signature]

By: Lewis Kogan

Its: President

State of Utah )  
County of SALT LAKE )ss

On this 7<sup>th</sup> day of October, 2022, personally appeared before me Lewis Kogan, who being by me duly sworn, did say that he/she is the President of the Garden Gate Townhomes Homeowners Association; that said Bylaws were signed by him/her on behalf of said Association and that the foregoing information is true and accurate to the best of his/her knowledge.

[Signature]  
NOTARY PUBLIC



## **Exhibit A**

### **Legal Description and Parcel Numbers**

Lots 1-8 and Common Area as shown on the Garden Gate Townhomes plat recorded in the Office of the Salt Lake County Recorder.

**Parcel Numbers: 16-30-179-010-0000 through 16-30-179-017-0000  
16-30-179-019-0000 (Common Area)**

(9 Total Parcels)