

**BY-LAWS**

**OF**

**MEADOW RANCH**

**HOMEOWNERS' ASSOCIATION, INC.**

ENT 53845 BK 4652 PG 330  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 May 29 11:38 am FEE 36.00 BY 55  
RECORDED FOR CENTURY TITLE

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is MEADOW RANCH HOMEOWNERS' ASSOCIATION, INC. (hereafter referred to as the "Association"). The principal office of the corporation shall be located at: 65 North 920 East, Orem, Utah 84097, but meetings of members and Trustees may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Trustees.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the MEADOW RANCH HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain Real Property described in the Declaration of Covenants, Conditions and Restrictions for Meadow Ranch and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all Real Property owned by the Association for the common use and enjoyment of the Owners.

**Section 4.** "Easements" shall mean all Easements on Lots and other Real Property held by the Association for the common use and enjoyment of the Owners.

**Section 5.** "Lot" shall mean and refer to any of the numbered plots of land together with the improvements shown upon any recorded plat of the Properties with the exception of the Common Area.

**Section 6.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including Declarant and contract Seller, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7.** "Declarant" shall mean and refer to Meadow Ranch, L.C., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 8.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to Properties recorded in the office of the Recorder of Utah County, State of Utah.

**Section 9.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of said notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member 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.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-fourth (1/4) of the votes shall constitute a quorum for any action except as otherwise provided in the articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members 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.

**Section 5. Proxies.** At all meetings of members, each member 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 member of his Lot.

#### ARTICLE IV

##### BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting after the expiration of Declarants Right to Elect Trustees the members shall elect one (1) Trustee for a term of three (3) years, two (2) Trustees for a term of two (2) years and two (2) Trustees for a term of one (1) year; and at each annual meeting thereafter the members shall elect Trustees for a term of two (2) years.

**Section 3. Removal.** Any Trustee may be removed from the Board, with or without cause by a two-thirds (2/3) vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Trustees shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

**ARTICLE V****NOMINATION AND ELECTION OF TRUSTEES**

**Section 1. Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Trustees shall be by secret written ballot. At such election the members 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. Cumulative voting is not permitted.

**Section 3.** Notwithstanding the above Section, Class B voting members shall have the exclusive right to nominate and elect all of the Association's Board of Trustees until such time as Class B Membership ceases, or December 31, 2004, whichever event occurs last.

**ARTICLE VI****MEETINGS OF TRUSTEES**

**Section 1. Regular Meetings.** Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said 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 of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

**Section 3. Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF TRUSTEES

**Section 1. Powers.** The Board of Trustees shall have power to:

- (a) Adopt and publish Rules and Regulations governing the use of the Common Area, Easements and facilities, and the personal conduct of the members and their tenants, invitees, and guests thereon, and to establish penalties or fines for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (e) Employ a manager, an independent contractor, independent management company or such other employees as they deem necessary and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting when

such statement is requested in writing by one-third (1/3) of the Class A members 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 annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Collect any assessments which are not paid within thirty (30) days after due date;
- (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 adequate liability and hazard insurance on property owned by the Association and as provided by the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded;
- (g) Cause any Common Area and Easements held by the Association with the attendant improvements to be maintained;
- (h) Cause the Properties to be managed at the Board's discretion by a Professional Real Estate management Company licensed to do business in the State of Utah.

## ARTICLE VIII

## OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President, who shall at all times be a member of the Board of Trustees, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution, create.

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

**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 he shall sooner resign, or shall be removed, or 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 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 personnel shall simultaneously hold more than one of any of the other offices except in the case of special offices 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 of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments 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 absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

- (e) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual unaudited statement of the Associations financial records to be prepared by a certified public accountant at the

completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Committee as provided in the Declaration. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### MORTGAGEES

**Section 1. Inspection of Records by Mortgagee.** Any first mortgagee of a Lot shall have the right to inspect the books and records of the Association during reasonable business hours.

**Section 2. Financial Reports.** Any first mortgagee of a Lot, upon written request, shall be entitled to receive an annual financial statement of the Association within ninety (90) days from the end of its fiscal year.

**Section 3. Mortgagee as Proxy.** Each Owner shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed their true and lawful attorney to cast their vote in this Association at any and all meetings of the Association and to vest in the beneficiary any and all rights, privileges and powers that they have as Lot Owners under the Articles of Incorporation and By-Laws of this Association or by virtue of the recorded Declaration of Covenants, Conditions and Restrictions. Such proxy shall become effective upon the filing of notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Managing Agent or the Lot Owners to carry out their duties as set forth in the Declaration of Covenants, Conditions and Restrictions. A release of the beneficiary's Deed of Trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve a Lot Owner as a mortgagor of their duties and obligations as Lot Owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of a Lot Owner.

**ARTICLE XI****ASSESSMENTS**

As more fully provided in the Declaration, each member shall be obligated to pay to the Association annual and special assessments which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days of delinquency, the delinquent amount shall accrue penalty interest at the rate of twelve percent (12%) per annum, and the Association may assess thirty percent (30%) per month late charge. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. 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 provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XII****CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "Meadow Ranch Homeowners' Association, Inc., Utah."

**ARTICLE XIII****AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths (3/4) of a quorum of members present in person or by proxy.

**Section 2.** In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV****INDEMNIFICATION OF OFFICERS, TRUSTEES  
AND MANAGING AGENT**

The Association shall indemnify every Trustee, Officer, Managing Agent, their respective successors, personal

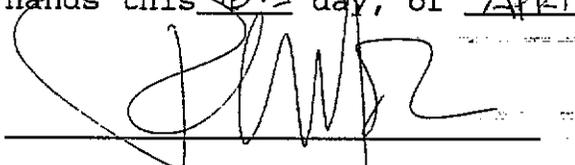
representatives and heirs, against all losses, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee, Officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XIV contained shall be deemed to obligate the Association to indemnify any member or Owners of a Lot who is or has been a Trustee or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration.

#### ARTICLE XV

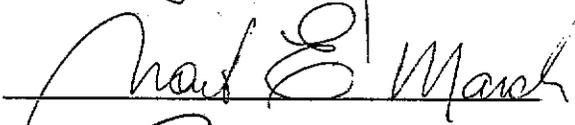
#### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the Trustees of MEADOW RANCH HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 6<sup>th</sup> day, of APRIL, A.D., 1998.


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STATE OF UTAH

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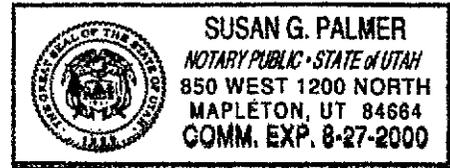
COUNTY OF UTAH

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On the 6TH day of APRIL, 1998, personally appeared before me GRANT E. MARSH, PHILLIP W. NOLEN, AND SCOTT KIRKLAND TRUSTEES OF THE MEADOW RANCH HOMEOWNERS' ASSOCIATION signers of the within instrument, who duly acknowledged to me that they executed the same.

*Susan Palmer*

Notary Public  
My commission Expires:  
Residing at:



**EXHIBIT A****MEADOW RANCH SUBDIVISION PLAT 1 - PROPERTY DESCRIPTION**

BEGINNING AT THE EAST QUARTER CORNER SECTION 18, TOWNSHIP 5 SOUTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING;  
THENCE SOUTH 89°30'41" EAST 1320.05 FEET;  
THENCE SOUTH 1307.71 FEET;  
THENCE SOUTH 89°13'40" WEST 1325.70 FEET;  
THENCE NORTH 00°14'20" EAST 9.51 FEET;  
THENCE NORTH 89°30'43" WEST 41.95 FEET;  
THENCE NORTH 89°30'43" WEST 2029.86 FEET;  
THENCE NORTH 08°33'30" EAST 526.18 FEET;  
THENCE NORTH 19°32'25" EAST 437.64 FEET;  
THENCE SOUTH 70°27'35" EAST 441.34 FEET;  
THENCE 51.93 FEET ALONG THE ARC OF A 750 FOOT RADIUS CURVE  
TO THE LEFT (CHORD BEARS S 72°26'36" E 51.92 FEET)  
THENCE NORTH 15°34'24" EAST 117.59 FEET;  
THENCE NORTH 03°40'01" WEST 419.78 FEET;  
THENCE NORTH 05°05'44" EAST 522.11 FEET;  
THENCE NORTH 89°59'07" EAST 263.87 FEET;  
THENCE NORTH 00°00'53" WEST 204.29 FEET;  
THENCE NORTH 89°59'07" EAST 331.98 FEET;  
THENCE NORTH 88°56'10" EAST 57.11 FEET;  
THENCE SOUTH 76°55'32" EAST 301.04 FEET;  
THENCE SOUTH 76°55'32" EAST 50.01 FEET;  
THENCE EAST 343.82 FEET;  
THENCE SOUTH 00°13'53" WEST 638.14 FEET;  
TO THE POINT OF BEGINNING.

CONTAINING 114.08 ACRES

**MEADOW RANCH SUBDIVISION PLAT 2 - PROPERTY DESCRIPTION**

BEGINNING AT A POINT **SOUTH** 00°42'04" **WEST** 506.00 FEET FROM THE WEST  
QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT  
LAKE BASE AND MERIDIAN AND RUNNING;  
THENCE SOUTH 89°32'03" EAST 1700.86 FEET;  
THENCE SOUTH 00°27'57" WEST 100.00 FEET;  
THENCE SOUTH 33°17'56" WEST 311.72 FEET;  
THENCE SOUTH 19°39'24" EAST 803.67 FEET;  
THENCE SOUTH 74°12'34" WEST 1890.68 FEET;  
THENCE NORTH 00°42'04" EAST 1645.83 FEET;  
TO THE POINT OF BEGINNING.  
CONTAINING 53.63 ACRES.

**MEADOW RANCH SUBDIVISION PLAT 3 - PROPERTY DESCRIPTION**

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 5  
SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING;  
THENCE SOUTH 89°32'03" EAST 2498.01 FEET;  
THENCE SOUTH 00°26'48" WEST 23.15 FEET;  
THENCE SOUTH 89°33'12" EAST 230.00 FEET;  
THENCE NORTH 78°57'56" EAST 20.41 FEET;  
THENCE SOUTH 89°32'03" EAST 292.47 FEET;  
THENCE SOUTH 89°32'03" EAST 51.32 FEET;  
THENCE SOUTH 89°32'03" EAST 278.78 FEET;  
THENCE SOUTH 19°32'25" WEST 832.28 FEET;  
THENCE NORTH 71°22'27" WEST 636.72 FEET;  
THENCE NORTH 88°13'54" WEST 50.05 FEET;  
THENCE NORTH 89°32'03" WEST 744.77 FEET;  
THENCE NORTH 00°27'57" EAST 100.00 FEET;  
THENCE NORTH 89°32'03" WEST 1700.86 FEET;  
THENCE NORTH 00°42'04" EAST 506.00 FEET TO THE POINT OF BEGINNING.  
CONTAINS 42.79 ACRES.

