

## AMENDED AND RESTATED BYLAWS FOR WASATCH COMMONS CONDOMINIUM ASSOCIATION, INC.

The administration of the Wasatch Commons Condominium Project (the "Project"), and the Wasatch Commons Condominium Association, a non-profit Utah corporation (the "Association"), shall be governed by the Association's Articles of Incorporation, these Bylaws, by the Utah Condominium Ownership Act, Utah Code Unannotated Title 57 Chapter 8, as from time to time amended, (the "Act"), by the Project Declaration, and any other Rules and Regulations duly adopted pursuant thereto or any of them.

### **1. Application of Bylaws**

All present and future Unit Owners, Mortgagees, lessees, tenants, subtenants and occupants of Units and their servants, guests, and invitees and any other persons who may use the facilities of the Condominium Project in any manner are subject to the Declaration, these Bylaws, and all Rules and any Regulations made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration and these Bylaws, and any Rules and Regulations made pursuant thereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Unless otherwise provided herein, capitalized terms shall have the same meaning as used and defined in the Declaration.

### **2. Management Committee**

- 2.1. Administrative Rules and Regulations: The administration of the Property on behalf of the Association shall be conducted by a Management Committee (also sometimes referred to as the "Board of Trustees") of five natural individuals. The Management Committee shall have the power to adopt and establish, with the advice and consent of the Association as shown by a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy at a meeting duly called, by resolution, such Rules and Regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project. For these Rules and Regulations to be binding, they must be furnished in writing to the Unit Owners. The Management Committee may from time to time, and with the advice and consent of the Association as shown by a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy at a meeting duly called, by resolution, alter, amend, and repeal such Rules and Regulations. When a copy of any amendment or alteration or provision for repeal of any rule(s) has been furnished to the Unit Owners, such amendment, alteration, or provision shall be taken to be a part of such rules. Unit Owners shall at all times be notified of and obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being

understood that such rules shall apply and be binding upon all Unit Owners and their lessees, tenants, subtenants, or other occupants of the Units and their guests, servants, and invitees. Unit Owners shall at all times obey such Rules and Regulations and use their best efforts to see that they are faithfully observed by their lessees and any other persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Unit Owners of the Condominium Project and their families, servants, guests, invitees and lessees. Provisions of the Act pertaining to the rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

- 2.2. Management Committee Subject to Act, Condominium Declaration, Bylaws, and Rules and Regulations: The Management Committee shall be responsible for the maintenance, control, operation and management of the Project in accordance with the provisions of the Act, the Declaration, these Bylaws, and such Rules and Regulations as the Association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association.
- 2.3. Election of Management Committee: Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect, by a simple plurality vote of the undivided ownership interest after a Quorum has been established, the members of the Management Committee as necessary to fill positions of the members of the Management Committee whose terms have ended or are ending or otherwise need to be filled for the forthcoming year. Nominations for positions on the Management Committee may also be made at the annual meeting or by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association. Members of the Management Committee shall be required to be Unit Owners, and must be natural individuals and residents of the State of Utah.
- 2.4. Tenure of Management Committee Members: Members of the Management Committee shall serve for a term of two (2) years. The terms of no more than three members will end each year. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation, or removal. Any member of the Management Committee who fails to attend three consecutive Management Committee meetings or fails to attend at least 25% of the Management Committee meetings held during any calendar year shall forfeit his membership on the Management Committee, unless his absence is agreed to by prior written consent of the Management Committee.
- 2.5. Vacancies on Management Committee: Any member of the Management Committee may resign at any time by giving written notice to the president of the Association, or to the remaining Management Committee members. Any member of the Management Committee may be removed from membership on the Management Committee by a sixty-seven percent (67%) vote of the entire undivided interest in the Common Areas and Facilities. Whenever there shall occur a vacancy on the Management Committee due to death, resignation, removal or any other cause, the remaining members shall

elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

- 2.6. **No Compensation for Services:** The members of the Management Committee shall receive participation credits but no other compensation for their services unless expressly approved by sixty-seven percent (67%) of the entire undivided ownership interest; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.
- 2.7. **Rights and Duties:** The Management Committee, for the benefit of the Project and the Association, shall manage the business, property, and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws, the Rules and Regulations governing the Property. The Management Committee shall have the powers, duties, and responsibilities with respect to the Property as contained in the Act, the Articles of Incorporation, the Declaration, and these Bylaws.
- 2.8. **Management Committee Meetings:** The meetings of the Management Committee shall be held at such places within the State of Utah as the Management Committee shall determine and shall be open to any and all members of the Association. Four (4) members of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.
- 2.9. **Regular Meetings:** Regular meetings of the Management Committee may be held without call or notice to non-members of the Management Committee, but their time and place will be communicated to the Association by posting notification of the same in a prominent position in the Project's Common Areas and Facilities or by emailing the meeting schedule on a community email list.
- 2.10. **Special Meetings:** Special meetings of the Management Committee may be called by the president or by any two (2) Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice thereof to all other Management Committee members by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.
- 2.11. **Waiver of Notice:** Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except if a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting

was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

- 2.12. Meetings of the Management Committee Open to Owners. Each Meeting of the Management Committee shall be open to each Owner except that the Management Committee may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Management Committee, each Owner shall be provided a reasonable opportunity to offer comments; the Management Committee may limit comments of the Owners to a specific time period during the Meeting.
- 2.13. Action without a Meeting. Any action that the Management Committee is required or permitted to take at a Meeting of the Management Committee may be taken without a Meeting to the extent and in the manner provided for in the Condominium Ownership Act or the Utah Nonprofit Act. Action taken without a Meeting has the same effect as action taken at a Meeting.
- 2.14. Project Manager: The Management Committee may carry out through a Project Manager any of its functions which are properly the subject to delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Management Committee, shall be responsible for managing the Project for the benefit of the Management Committee and the Association, and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project which may be entered into by the Management Committee or the Association shall call for a term not exceeding two (2) years and shall provide that such management agreement may be terminated by the Management Committee or by the Association upon not in excess of ninety (90) days written notice.
- 2.13. Publication of Rules and Regulations: Copies of all Rules and Regulations adopted by the Management Committee on behalf of the Association shall be delivered to all Unit Owners at least ten (10) days prior to the effective date thereof, as well as prominently posted within the Project's Common Areas and Facilities or on the Project's web page, if any.
- 2.14. Fiscal Year: The fiscal year shall be determined by the Management Committee.

### 3. Meetings of the Association

- 3.1 Notices: The Management Committee 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 entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, posted on the Association's website (if any), posted at the Project's clubhouse, or mailed. If emailed, such notice shall be deemed delivered when sent to the member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit shall be deemed to be the member's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door.
- 3.2 Place of Meeting: The Management Committee may designate any place in Salt Lake County reasonably convenient for the Owners as the place for any Association meeting. If no designation is made, the meeting shall be held at the Project's club house
- 3.3. Quorum: The presence in person or by proxy at any meeting of the Association of fifty-one percent (51%) or more of the undivided interest in the Common Areas and Facilities of record shall constitute a quorum. In the event that less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities is present in person or by written proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided for in the Declaration or the Bylaws, any action may be taken at any meeting of the Unit Owners where a quorum has been established upon at least a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy.
- 3.4. Annual Meeting: There shall be an annual meeting of the Association held each year in January on a day and at a time established by the Management Committee. At or prior to an annual meeting, the Management Committee shall furnish to the Unit Owners: (i) a budget for the upcoming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Unit Owner; and (ii) an audited statement of the Common Expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Unit Owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the Unit Owners who were not present at the annual meeting.

- 3.5. Regular and Special Meetings: Regular meetings of the Association will be held monthly or at other regularly scheduled intervals at a time, date and place to be determined from time to time by the Management Committee. Special meetings shall be called by written notice, signed by a majority of the Management Committee or by Unit Owners representing at least one-third (1/3) of the undivided interest of the Common Areas and Facilities
- 3.6. 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 instrument authorizing such proxy to act shall have been executed by the Owner or by the member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the member's attorney when duly authorized in writing. 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.
- 3.7. Participatory Decision Making: The Association is committed to using participatory methods, such as consensus decision making or Sociocracy, to govern the conduct of the Association's and any committee's meetings when not in conflict with the Declaration or these Bylaws.

#### **4. Officer**

- 4.1. Election of Officers: All officers of the Association shall be elected by and serve at the will of the Management Committee. The officers shall be a president, secretary, and treasurer. The Management Committee may appoint such other assistant officers as the Management Committee may deem necessary. Each officer shall be required to be a Unit Owner and a member of the Management Committee. No officer shall receive compensation for serving as such.
- 4.2. President: The president shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. The president shall exercise general supervision over the Project and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. The President may delegate signatory authority to the Secretary upon written consent of the Management Committee. He shall do and perform all acts which the Management Committee may require.

- 4.3. Secretary: The secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Management Committee. In the absence or inability of the president, the secretary shall perform the functions of the president.
- 4.4. Treasurer: The treasurer shall be responsible for the fiscal affairs of the Association, but may, with agreement from the Management Committee, delegate the daily handling of funds and the keeping of records to a manager or managing company.
- 4.5 Resignation and Removal: Any officer may resign at any time by delivering a written resignation to any member of the Management Committee 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 Management Committee members at anytime, with or without cause.

## **5. Conflict Resolution and Litigation**

- 5.1. Legal Expenses: If any action is brought by one or more but less than all Unit Owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a Common Expense; provided, however, that if such action is brought against the Unit Owners or against the Management Committee, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.
- 5.2. Complaints: Complaints brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the Management Committee, which shall promptly give written notice thereof to the Unit Owners and any Mortgagees and shall be defended by the Management Committee, and the Unit Owners and Mortgagees shall have no right to participate other than through the Management Committee in such defense. Complaints against one or more, but less than all Unit Owners shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Management Committee and to the Mortgagees affecting such Units, and shall be defended by such Unit Owners.
- 5.3. Amicable Settlements within Community: All conflicts between the Association, the Management Committee or any other special committee or Unit Owners and one or more of the same will be settled as amicably and expeditiously as possible by the full Association and pursuant to its then existing conflict resolution procedures and guidelines. If that fails to resolve the dispute, a local mediation service will be first employed and paid for in equal shares by each of the parties to the dispute and by the Association in order to try to settle the same.

## **6. Abatement and Enjoinment of Violations by Unit Owners**

The violation of any Rule or Regulation adopted by the Association or the Management Committee or the breach of any provision contained herein, or the breach of any provision of the Declaration or the Act, shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws and/or the Declaration and/or the Act:

- (i) To enter the Unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or
- (ii) To fine administratively and/or to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

## **7. Accounting, Books and Records**

- 7.1. Books to Meet Generally Accepted Accounting Standards: The books and accounts of the Association and of the Management Committee shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.
- 7.2. Audit on Demand: At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities determine to require the same. Any accounting procedure costs relating to the Project and/or the Association's books would be a Common Expense.
- 7.3. Inspection of Books: The books and accounts of the Association shall be available for inspection at the office of the Association by any Unit Owner or his authorized representative during regular business hours. All other books and records of the Association, names and addresses officers, committee members, and Unit Owners, minutes of Owner and committee meetings, and other pertinent documents, shall also be available at the office of the Association for inspection or copying by any Unit Owner.

## **8. Special Committees**

The Management Committee and/or the Association, by resolution, may designate one or more special committees, each committee to consist of two (2) or more Unit Owners or their lessees, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee or the Association. Such special committees shall keep regular minutes of their proceedings and report the same to the Association and/or the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee, the



Association, or the president. The Management Committee, Association or the president may appoint Unit Owners or their lessees to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

**9. Amendment of Bylaws**

These Bylaws may be altered or amended by Owners representing at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities.

**10. Conflicts**

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

**11. Severability**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**12. Captions**

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

**13. Effective Date**


These Bylaws shall take effect upon recording.


**14. Signature Page**

IN WITNESS WHEREOF, having complied with the amendment requirements in both the previous Bylaws and the Utah Condominium Ownership Act, we, as members of the Association's Management Committee, certify that the Association has properly amended the Original Declaration and executed this instrument the day and year set forth below.

**WASATCH COMMONS CONDOMINIUMS**

**MANAGEMENT COMMITTEE**

 8/27/19 KELLIE HENDERSON  
PRESIDENT

 8/27/19 KAY ARGYLE  
SECRETARY

JOHN [Signature] 8/27/19

JOHN GARRISON  
TREASURER

[Signature] 8/27/19

CHERYL KEIL  
MEMBER

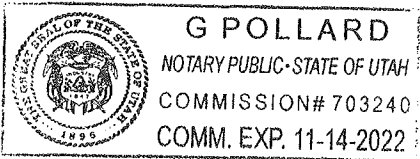
[Signature] 8/27/19

VICTOR MIELE  
MEMBER

State of Utah )  
 ):ss  
County of Salt Lake )

On this 27 day of AUGUST, 2019, personally appeared before me G POLLARD,  
K. HENDERSON, K. ARGYLE, J. GARRISON, CHERYL KEIL, and VICTOR MIELE  
who being by me duly sworn, did say that they are members of the Management Committee of Wasatch  
Commons Condominiums; that said instrument was signed by them on behalf of said Association after  
receiving the necessary approval from owners; and that the foregoing information is true and accurate  
to the best of their knowledge.

[Signature]  
Notary



***Appendix A:***

***Property Description***

Beginning at a point which is South 25.30 feet from the Northwest Corner of Lot 7, Block 1 Utah Southern Addition, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian; said point also being West along the monument line of California Avenue 661.10 feet and South 850.50 feet and East 40.00 feet from a standard city monument located at the intersection of California Avenue and Cheyenne Street; and running thence North 437.80 feet to the Northwest corner of Lot 10, Block 1 of said subdivision; thence East 300.00 feet to the Northeast corner of Lot 10, Block 1 of said subdivision; thence South 176.00 feet; thence East 184.00 feet; thence South 68.30 feet; thence East 103.00 feet to a point on the Westerly right of way line of Cheyenne Street; thence along said Westerly right of way South 56.00 feet; thence West 146.00 feet; thence South 68.75 feet; thence East 12.50 feet; thence South 68.75 feet to a point on an existing block wall; thence along said block wall West 453.50 feet to the point of beginning.

***Units and Unit Parcel Numbers***

<u>Unit</u>	<u>Parcel Number</u>
1	15-15-204-001-0000
2	15-15-204-002-0000
3	15-15-204-003-0000
4	15-15-204-004-0000
5	15-15-204-005-0000
6	15-15-204-006-0000
7	15-15-204-007-0000
8	15-15-204-008-0000
9	15-15-204-009-0000
10	15-15-204-010-0000
11	15-15-204-011-0000
12	15-15-204-012-0000
13	15-15-204-013-0000
14	15-15-204-014-0000
15	15-15-204-015-0000
16	15-15-204-016-0000
17	15-15-204-017-0000
18	15-15-204-018-0000
19	15-15-204-019-0000
20	15-15-204-020-0000
21	15-15-204-021-0000
22	15-15-204-022-0000
23	15-15-204-023-0000
24	15-15-204-024-0000
25	15-15-204-025-0000
26	15-15-204-026-0000