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**AMENDED BYLAWS  
OF  
AMBLEWOOD SPRINGS PHASE II, BLOCK 2  
HOMEOWNERS ASSOCIATION, INC.**

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The following are the Amended Bylaws ("Bylaws") of Amblewood Springs Phase II, Block 2 Homeowners Association, Inc., a Utah nonprofit corporation ("Association"). Upon recordation of these Bylaws, they are binding upon the Association and all Owners and occupants.

**RECITALS**

- A. The Bylaws affect and concern certain real property more particular described in **Exhibit "A"** ("Property").
- B. The Association was created by the recording of the Amended Declaration of Restrictions, Protective Covenants and Conditions of Amble Springs Planned Unit Development Phases I and II, recorded in the Official Records of the Salt Lake County Recorder's Office on June 18, 1990 as Entry No. 4930174, as amended ("Declaration").
- C. Article I, Section 12 provides that the Association "shall mean and refer to the Amblewood Springs Homeowners' Association, Inc., a Utah non-profit corporation, its successors and assigns."
- D. The Articles of Incorporation ("Articles") were reinstated on November 22, 2019.
- E. The Association's first Bylaw was developed and recorded in the Salt Lake County Recorder's office on 08/06/2020. The 08/06/2020 Bylaws were developed and recorded without the knowledge of, without any prior notice of, and without the input of the homeowners in the association.
- F. In accordance to the Bylaws Article III Section 3.3, seventy one percent (71%) of the Owners of the Association voted to remove two (2) members of the Board on 09/16/2020.
- G. The Board of Directors, along with the approval of seventy one percent (71%) of the homeowners, hereby adopt these amended Bylaws for the Association and shall cause the same to be recorded in the Salt Lake County Recorder's Office.

**CERTIFICATION**

By signing below, the Board of Directors hereby certifies that the above described approval was obtained, approving and consenting to the recording of these Bylaws.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under the Declaration.

**ARTICLE II  
MEETINGS OF OWNERS**

**Section 2.1 Annual Meetings.** An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below. The annual meeting shall cover at the minimum, the HOA's Financials, elections and any upcoming maintenance or administrative concerns. The board shall act on behalf of the association and be based upon majority vote subject to its quorum requirements.

**Section 2.2 Special Meetings.** Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty five percent (25%) of the total membership. The board shall act on behalf of the association and be based upon majority homeowners vote subject to its quorum requirements.

**Section 2.3 Notice of Meetings.** Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (30) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

**Section 2.4** . Any meeting called for the purpose of taking actions authorized herein, a quorum shall be established by ~~fifty~~ <sup>at least</sup> percent (51%) of Owners present or by proxy. If a quorum is not established, a second meeting can be called at which the quorum requirement is fifty percent (50%) of owners present or by proxy.

**Section 2.5 Proxies.** At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, have an expiration date, signed by the Owner, and hardcopy filed with the Board, or scanned for electronic delivery. Any proxy delivered

to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable by the Owner and shall automatically terminate upon conveyance by the Owner of the Lot.

**Section 2.6 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings, and may choose to conduct the meeting in person or electronically or a combination thereof. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

**Section 2.7 Action Taken Without a Meeting.** Upon initial request by at least twenty five percent (25%) of homeowners, under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be considered without a meeting and without prior notice. The board shall act on behalf of the association and be based upon majority homeowners vote subject to its quorum requirements. The Board may conduct business through mail or email/electronic ballots.

Mailed or emailed ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association also shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

**Section 2.8 Voting Eligibility.** Only an Owner that is current on all assessments and charges due and owing at least thirty (60) days prior to a meeting or written vote shall be deemed in good standing and eligible vote. Voting shall be in accordance with the Declaration.

### **ARTICLE III BOARD, SELECTION AND TERM OF OFFICE**

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Members of the Board shall serve for a term of (2) two years. The Board may adjust the term of one (1) Directors to establish staggered terms moving forward. Thereafter, each elected Director shall serve for a term of two years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

**Section 3.2 Board Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time. "Owner" may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity

recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Thus, a designated natural person for such legal entity may also serve as a Director.

**Section 3.3 Resignation & Removal.** A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, at any time, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected from a pool of candidates, nominated and voted in by the homeowners in a special election to be conducted within 30 days. That newly voted in board member shall serve for the unexpired term of the predecessor.

**Section 3.4 Compensation.** No Director or their relations, shall receive compensation for any service rendered to the Association. However, with prior written and unanimous approval by the board, a Director may be reimbursed for actual pre-approved expenses incurred in the performance of official board duties.

**Section 3.5 Action Taken Without a Meeting.** The Directors may take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors subject to quorum requirements per Section 5.3. Action(s) so approved shall have the same effect as though taken at a meeting of the Board.

**Section 3.6 No Estoppel or Reliance.** No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

**Section 3.7 Records Retention.** The Board may take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

#### **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

**Section 4.1 Nomination.** Nomination for election to the Board may be made by the Board or by Owners from the floor at the meeting or submitted via email prior to the meeting.

**Section 4.2 Election.** The election of Directors may be by written or emailed electronic ballot. The persons receiving the largest number of votes shall be elected and the vote

tally will be provided to the homeowners by the Board. Cumulative voting is not authorized.

## **ARTICLE V MEETINGS OF THE BOARD**

**Section 5.1 Regular Meetings.** Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

**Section 5.2 Special Meetings.** When, at the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

**Section 5.3 Quorum.** A Quorum is established for the board only when the entire (3) three person board is present in person or by proxy. 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.

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings and choose to conduct the meeting in person or electronically or a combination thereof. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

**Section 5.5 Action Taken Without a Meeting.** The Directors may take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors subject to its quorum requirements. Action(s) so approved shall have the same effect as though taken at a meeting of the Board.

**ARTICLE VI  
POWERS AND DUTIES OF THE BOARD**

**Section 6.1 Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

**Section 6.2 Power to Call a Vote.** A board member may veto any proposed action, by a majority board vote. The proposed action would then be put to the vote of the homeowners. The board shall act on behalf of the association and be based upon majority homeowners vote subject to its quorum requirements.

**Section 6.3 Spending.** The board shall have no authority to take action or provide approval on any action that will incur total costs of greater than \$250 to the association. Any such action will require a majority vote from homeowners subject to its quorum requirements. Normal re-occurring maintenance and administrative spending (snow removal, insurance, taxes) necessary for the day to day operation of the HOA are not subject to this limitation,

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, or other offices as determined by the Board.

**Section 7.2 Election of Officers.** The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

**Section 7.3 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. Appointed Officers may be removed by the Board with or without cause.

**Section 7.4 Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. In the event of death, resignation

or removal of an officer, the successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

**Section 7.5 Duties.** The Board may adopt resolutions to define the respective duties of the Directors and Officers for the upcoming year at the first Board Meeting following the election of new Directors. For example, typical duties associated with secretary, such as keeping minutes, records, assisting with notice of meetings, and other related tasks may be divided amongst other Officers, as determined by the Board. This same process may be applied to each office.

## **ARTICLE VIII COMMITTEES**

**Section 8.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes.. 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 IX MISCELLANEOUS**

**Section 10.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 10.2 Amendment.** Any amendment to these Bylaws shall require the consent of at least fifty one percent (51%) of all Owners. An amendment to these Bylaws shall be effective immediately upon recordation in the Salt Lake County Recorder, State of Utah.

**Section 10.3 Managing Agent.** A change in the managing agent or association management company shall require the unanimous approval of the Board. The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake County Recorder, State of Utah.

**\*\*SIGNATURE BLOCK ON NEXT PAGE \*\***

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

AMBLEWOOD SPRINGS, PHASE II, BLOCK 2 HOMEOWNERS ASSOCIATION, INC.

*Linda Marshall*  
*Lee Ann Coleman*  
*Fariz*

In the County of Salt Lake, State of Utah, on this 29 day of June, 2021, a notary public, personally appeared Linda Marshall, Lee Ann Coleman, and Fariz Sutansyah proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

*Mckenna Greely*  
Notary Signature and seal





**Exhibit "A"**

**Legal Description**

LOTS I THROUGH 8, BLOCK 1, PHASE 11, AND LOTS I THROUGH 8, BLOCK 2,  
PHASE 11 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF  
RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.  
TAX I.D. NOS. 22-04-131-015 THROUGH 035