

**WHEN RECORDED RETURN TO:**

A. Skinner  
659 E. Williamsburg Park Circle  
Sandy, UT 84070

**BYLAWS  
OF  
WILLIAMSBURG PARK HOMEOWNERS ASSOCIATION  
a Unit Nonprofit Corporation**

Approved by Resolution of the Williamsburg Park Homeowners Association Committee (hereinafter, the "Committee") and effective as of the 23 day of MAY, 2013.

These Bylaws affect certain real property located in Salt Lake County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.

The defined terms used in these Bylaws of Williamsburg Park Homeowners Association (hereinafter, the "Bylaws") shall have the meaning indicated in the Declaration of Covenants, Conditions and Restrictions of Williamsburg Park Condominium Project, as amended (hereinafter, the "Declaration").

1. Status and General Authority of Committee. The Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Association. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (k) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- (a) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant, or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities.
- (b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment.
- (c) The power to sue and be sued.
- (d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

- (e) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.
- (f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (g) The power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to the Williamsburg Park Condominium Project, so long as such action has been authorized by the necessary vote or consent.
- (h) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.
- (i) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interest of the Unit Owners.
- (j) The power and authority to borrow money so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (k) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

2. Manager. The Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Committee itself.

3. Composition of Management Committee. Except as hereinafter provided, the Committee shall be composed of five members. At the first regular Association meeting three Committee members shall be elected for two-year terms and two members for a one-year term. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two-year term. Members shall serve on the Committee until their successors are elected and qualify. Only Unit Owners and officers and agents or corporate owners shall be eligible for Committee membership. At the annual Association meeting each Unit Owner may vote his Percentage Interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.

In all cases of vacancy on the Committee, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

4. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. Any Committee member who places his or her Unit for sale on the market must resign his or her position on the Committee within 48 hours of placing said Unit for sale. The officers of the Committee, and their respective powers and functions, shall be as follows:

- (a) Chairman. The Chairman shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. He or she shall preside over all meetings of the Committee and of the Association. He or she shall execute all instruments on behalf of the Committee.
- (b) Vice-Chairman. The Vice Chairman shall have all the powers of the Chairman in the event of the latter's absence or inability to act.
- (c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, the Declaration, or the Committee.
- (d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. He or she shall furnish the Committee with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his or her duties. The offices of Secretary and Treasurer may be held by the same Committee member.

- (e) Other Officers. The Committee may appoint such other officers, in addition to the officers hereinabove expressly made, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Committee.
- (f) Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Committee.
- (g) 5<sup>th</sup> Seat Committee Member. The Committee member holding the 5<sup>th</sup> seat shall not be considered an officer of the Committee, but shall hold the position as Committee member for voting purposes only. All other monthly assignments will be assigned pursuant to this Declaration.

5. Committee Meetings.

- (a) A regular meeting of the Committee shall be held immediately after the adjournment of each annual Association meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may provide. No Notice need be given of regular Committee meetings.
- (b) Special Committee meetings shall be held whenever called by the Chairman or a majority of the Committee. Wither oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Committee member at least 24 hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes.
- (c) A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.
- (d) Members of the Committee, as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor.
- (e) For or at any meeting of the Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Committee at any meeting thereof shall be deemed waiver of notice by him of the time and place thereof.

- (f) The Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

6. Meeting of Unit Owners.

- (a) Regular meetings of the Association shall be held on the second Saturday in May of each year. Whenever such day is a legal holiday, the meeting shall occur in the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the Notice of Meeting. At least ten days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Unit Owner at his or her last known address. Such notice shall state the time, place, and general purpose of the meeting.
- (b) Special Meetings. Special meetings of the Association may be called by the Chairman or the Committee, by a majority of the Committee members, or by Unit Owners cumulatively holding at least forty percent Percentage Interest in the Project. At least four (4) days before the date set for a special meeting written notice such as that described in the immediately preceding paragraph shall be personally delivered or mailed postage prepaid to each Unit Owner at his or her last known address.
- (c) Waiver of Notice. No notice of any Association's meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting shall be valid for all purposes. A quorum for the transaction of business at an Owners' meeting shall consist of a majority of all the Percentage Interest. In the event a quorum is not present at an Association meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than thirty (3) days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be twenty-five percent (25%) of the Percentage Interest.
- (d) Voting. When a quorum, as provided herein, is present at any meeting, the vote of Unit Owners representing more than fifty (50) percent of the Percentage Interest, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election

of the Committee, unless the question is one upon which, by express provisions of the statutes or the Declaration a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary of the Committee at least five (5) days prior thereto. Proxies for special Unit Owners' meetings must be of record with the Secretary of the Committee at least two (2) days prior to such meeting.

7. Accounting.

- (a) The books and accounts of the Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.
- (b) Report. At the close of each accounting year, the books and records of the Committee shall be reviewed by a person or firm selected by the Committee. 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 at least sixty-seven (67) percent of the Owners of Percentage Interest determine so to do.
- (c) Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Committee or the manager for inspection at reasonable time by any Unit Owner.

8. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the Percentage Interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by at least 67% of the Project's undivided ownership interest.

9. Operation and Maintenance; Apportionment of Common Expenses. The Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Committee shall have no obligation regarding maintenance or care of Units. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their Percentage Interest.

10. Payment of Expenses. Before the end of each calendar year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current year. The total of such expenses shall be apportioned among all the Units on the basis of their appurtenant Percentage Interest. Prior to the first day of each month during the year covered by the budget each Unit Owner shall pay to the Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Committee so long as the method it adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner during a 12-month period be determined on the basis of his Percentage Interest.

11. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his or her share of the Common Expenses, the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments including, but not limited to, imposition of a lien on Units of owners who are in default. The Committee is empowered to impose late payment penalties against Unit Owners of not to exceed 5% of each delinquent amount due hereunder. Regardless of the terms of any agreement to which the Committee is not a party, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any person holding an ownership interest in the Unit concerned, against the interest which is held by him, against either or both the seller or purchaser under an executory contract of sale covering the Unit concerned, against the interests in the Unit which are held by any such seller or purchaser, and against any combination or all of such persons and interests. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after the institution of the action the Unit Owner shall pay a reasonable rental for his use of the Unit and the Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person.

12. Amendment. Except as provided below, the vote of at least 67% of the Percentage Interest in the Common Areas shall be required to amend these Bylaws. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this paragraph for amendment has occurred.

13. Consent Equivalent to Vote. In those cases in which the Act or these Bylaws requires the vote of a stated Percentage Interest of the Project for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary Percentage Interest.

14. Enforcement. Each Unit Owner shall comply strictly with the provisions of these Bylaws and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to these Bylaws and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

15. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he or she may become involved by reason of his or her being or having been a member of said Committee.

16. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

17. Severability. If any of the provisions of these Bylaws or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of these Bylaws, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

18. Topical Headings. The headings appearing at the beginning of the paragraphs of these Bylaws are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of these Bylaws or any paragraph or provision hereof.



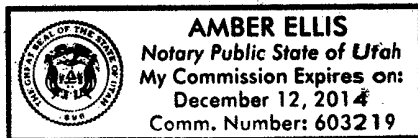
IN WITNESS WHEREOF, these Bylaws are executed by a duly authorized Officer of the Committee as of the date first set forth above.

WILLIAMSBURG PARK HOMEOWNERS  
ASSOCIATION COMMITTEE

By: Wade Jensen  
Wade L. Jensen, Chair

STATE OF UTAH            )  
  )ss.  
COUNTY OF SALT LAKE )

On the 23<sup>rd</sup> day of May, 2013, personally appeared before me Wade L. Jensen, who, by being duly sworn, did say that he is the Chair of the Williamsburg Park Homeowners Association Committee, and that the within and foregoing instrument was signed by him on behalf of the Williamsburg Park Homeowners Association Committee.



Amber Ellis  
Notary Public

**EXHIBIT A**

**WILLIAMSBURG PARK CONDOMINIUM PROJECT  
Affected Parcels**

Parcel #22-31-428-001-0000	Parcel #22-31-428-031-0000
Parcel #22-31-428-002-0000	Parcel #22-31-428-032-0000
Parcel #22-31-428-003-0000	Parcel #22-31-428-033-0000
Parcel #22-31-428-004-0000	Parcel #22-31-428-034-0000
Parcel #22-31-428-005-0000	Parcel #22-31-428-035-0000
Parcel #22-31-428-006-0000	Parcel #22-31-428-036-0000
Parcel #22-31-428-007-0000	Parcel #22-31-428-037-0000
Parcel #22-31-428-008-0000	Parcel #22-31-428-038-0000
Parcel #22-31-428-009-0000	Parcel #22-31-428-039-0000
Parcel #22-31-428-010-0000	Parcel #22-31-428-040-0000
Parcel #22-31-428-011-0000	Parcel #22-31-428-041-0000
Parcel #22-31-428-012-0000	Parcel #22-31-428-042-0000
Parcel #22-31-428-013-0000	Parcel #22-31-428-043-0000
Parcel #22-31-428-014-0000	Parcel #22-31-428-044-0000
Parcel #22-31-428-015-0000	Parcel #22-31-428-045-0000
Parcel #22-31-428-016-0000	Parcel #22-31-428-046-0000
Parcel #22-31-428-031-0000	Parcel #22-31-428-047-0000
Parcel #22-31-428-018-0000	Parcel #22-31-428-048-0000
Parcel #22-31-428-019-0000	Parcel #22-31-428-049-0000
Parcel #22-31-428-020-0000	Parcel #22-31-428-050-0000
Parcel #22-31-428-021-0000	Parcel #22-31-428-051-0000
Parcel #22-31-428-022-0000	Parcel #22-31-428-052-0000
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Parcel #22-31-428-025-0000	Parcel #22-31-428-055-0000
Parcel #22-31-428-026-0000	Parcel #22-31-428-056-0000
Parcel #22-31-428-027-0000	Parcel #22-31-428-057-0000
Parcel #22-31-428-028-0000	Parcel #22-31-428-058-0000
Parcel #22-31-428-029-0000	Parcel #22-31-428-059-0000
Parcel #22-31-428-030-0000	Parcel #22-31-428-060-0000
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