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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN MANAGEMENT ASSOC
4252 S HIGHLAND DR #105
SLC UT 84124
BY: CCA, DEPUTY - WI 11 P.

**AMENDED AND RESTATED BYLAWS
OF
IVY SPRINGS
CONDOMINIUMS ASSOCIATION
A Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the Management Committee of Ivy Springs Condominiums Association, a Utah nonprofit corporation, hereby adopts the following Amended and Restated Bylaws for such nonprofit corporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 **Name.** The name of the nonprofit corporation is Ivy Springs Condominiums Association (the "Association").

1.2 **Offices.** The principal office of the Association shall be located a 4252 So. Highland Drive #105, Salt Lake City, Utah 84124 (the "Project").

ARTICLE II DEFINITIONS

2.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Condominium of the Project (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEMBERS**

3.1 **Annual Meetings.** The annual meeting of Members shall be held between the months of February or April annually, beginning with the year following the year in which the Articles are filed, for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 **Special Meetings.** Special meetings of the Members may be called by the Management Committee, the President, or upon the written request of Members holding not less than thirty-three percent (33%) of the Allocated Interest of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.3 **Place of Meetings.** The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any annual meeting or for any special meeting

called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the community clubhouse.

3.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address 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 address shall be deemed to be the Member's registered address for purposes of notice in this Section 3.4.

3.5 Members of Record. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting annual or general of the Members, (with the exception of special meetings) those members present in person or by proxy shall constitute a quorum for the transaction all business. Special meetings shall require 67% of owners present in person or by proxy to transact the business for which the meeting is called for.

3.7 Proxies. At each meeting of the Members, each Member 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 Member or by the Member's attorney when duly authorized in writing. If a Unit is owned by more than one Person, the instrument authorizing a proxy to act must have been executed by all such Persons or their attorneys when duly authorized in writin^g. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting.

The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting⁶.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Committee Members shall be by secret ballot. When more than one Person owns an interest in a Unit, such Persons shall designate to the Association, in writing, a representative who shall exercise the vote for such Unit on behalf of all co-Owners of the Unit. In no event shall fractional votes be exercised in respect to any Unit.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies and the method of ascertaining Members present shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter of such meeting.

ARTICLE IV MANAGEMENT COMMITTEE

4.1 General Powers. The property, affairs and business of the Association shall be managed by a Board of Directors to be known as the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act or the Articles, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable. Any management agreement must be terminable for cause upon thirty (30) days' notice, have a term not to exceed two years, and may be renewed with consent of the manager and the Management Committee.

4.2 Number, Tenure and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of not less than three (3) nor more than five (5) persons, each of whom shall be an Owner of a Unit, or a spouse of an Owner and in good standing with the association. Two members shall be elected for three (3) year terms, two members shall be elected for two (2) year terms and one member shall be elected for a one (1) year term. All Committee Members, except such members appointed by Declarant, shall be Members of the Association in good standing. Elected members shall determine amongst themselves who will serve in what capacity at the first regularly held meeting of the Management Committee following the annual meeting.

4.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made the place of the meeting shall be at the principal office of the Association.

4.4 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within the State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual members shall have no powers as such.

4.6 Compensation. Committee Member may receive compensation for certain services that such member may render to the Association as a Committee Member; provided, however, that a Committee Member may not be compensated for regular day to day management or bookkeeping for the association. Committee members may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee.

4.7 Resignation and Removal. A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Committee Member, except such member appointed by Declarant, may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association at a special meeting of the Members duly called for such purpose. A Committee Member appointed by Declarant may be removed at any time, with or without cause, by the Declarant.

4.8 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee Member (other than such member appointed by Declarant), the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, though less than a quorum, in any way approved by such Committee Members at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Members or if the authorized number of Committee

Members shall be increased, such vacancies or newly created Committee Memberships may be filled by election by the Members at the meeting at which such Committee Member is removed or new Committee Membership is created. If vacancies shall occur in the Management Committee by reason of death, resignation or removal of a Committee Member appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Committee Membership, as the case may be.

4.9 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Management Committee.

5.2 Election. Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at a regular meeting of the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Secretary and Treasurer shall be and remain Committee Members of the Association during the entire term of their respective offices. No other officer need be a Committee Member.

5.3 Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Committee Members.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time. with or without cause.

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

5.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things as required by the Management Committee.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same, and shall perform such other duties as required by the Management Committee.

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

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Committee Members. No committee member shall receive compensation for services rendered to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Management Committee.

6.2 Proceeding of Committees. The Management Committee may designate one or more committees, each of which shall consist of two or more Committee Members. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority of the Management Committee subject to Section 16-6a-817 of the Act, as amended, or a similar provision then in effect.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of the such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it there under.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VII INDEMNIFICATION

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

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

7.3 Insurance. The Management Committee, must direct that the Association to purchase and maintain Officers and Directors insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was servin^g at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, and suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII FISCAL YEAR AND SEAL

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

8.2 Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

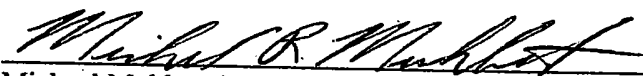
ARTICLE IX RULES AND REGULATIONS

9.1 Rules and Re^gulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration, these Bylaws or by law. The Members shall be provided with copies of all rules and regulations adopted by the Management Committee, and with copies of all amendments and revisions thereof.

ARTICLE X
AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the Allocated Interest of the Association: provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, Utah. Notwithstanding the foregoing, after the Department of Housing and Urban Development has approved the Condominium Project, these Bylaws may not be amended or the Condominium Project and the Association merged into a successor condominium regime without the prior written approval of the Department of Housing and Urban Development.

IN WITNESS WHEREOF, the undersigned, constituting all of the Committee Members of Ivy Springs Condominiums Association, have executed these Bylaws on this 5 day of June, 2014.



Michael Muhlestein, President
Ivy Springs Condominiums

EXHIBIT "A"

**LEGAL DESCRIPTION
PARCEL**

The following described real property, located in Salt Lake County, Utah, is the Parcel representing phase one of the Condominium Project:

Boundary Description - Ivy Springs Condominiums Phase 1

Beginning at a point on the East Right of Way line of 6700 West, which point lies North 89°51'27" West 1879.20 feet along the South section line and North 00°35'55" West 953.73 feet from the Southeast corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence North 00°35'55" West 394.08 feet; thence South 89°54'36" East 125.01 feet, South 00°35'55" East 105.20 feet to a point on a curve to the left, having a radius of 15.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 23.56 feet, said arc subtended by a chord bearing South 45°35'55" East, a distance of 21.21 feet; thence South 00°35'55" East 31.00 feet to a point on a non-tangent curve to the left, having a radius of 11.00 feet and a central angle of 89°59'41"; thence along the arc of said curve a distance of 17.28 feet, said arc subtended by a chord bearing South 44°24'14" West, a distance of 15.56 feet; thence South 00°35'55" East 82.26 feet to a point on a curve to the left, having a radius of 5.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 7.85 feet, said arc subtended by a chord bearing South 45°35'55" East, a distance of 7.07 feet; thence North 89°24'05" East 15.00 feet; thence South 00°35'55" East 102.00 feet; thence South 89°24'05" West 15.00 feet to a point on a curve to the left, having a radius of 5.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 7.85 feet, said arc subtended by a chord bearing South 44°24'05" West, a distance of 7.07 feet; thence South 00°35'55" East 36.12 feet; thence South 89°24'05" West 129.00 feet to the point of beginning.

Containing 1.21 acres or 52,722 sf, more or less.

EXHIBIT "B"

**LEGAL DESCRIPTION
ADDITIONAL LAND**

The following described real property, located in Salt Lake County, Utah, is the Additional Land:

Boundary Description - Additional Land Area

Beginning at a point on the East Right of Way line of 6700 West, which point lies North 89°51'27" West 1879.20 feet along the South section line and North 00°35'55" West 510.03 feet from the Southeast corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence North 00°35'55" West 443.70 feet; thence North 89°24'05" East 129.00 feet; thence North 00°35'55" West 36.12 feet to a point on a curve to the right, having a radius of 5.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 7.85 feet, said arc subtended by a chord bearing North 44°24'05" East, a distance of 7.07 feet; thence North 89°24'05" East 15.00 feet; thence North 00°35'55" West 102.00 feet; thence South 89°24'05" West 15.00 feet to a point on a curve to the right, having a radius of 5.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 7.85 feet, said arc subtended by a chord bearing North 45°35'55" West, a distance of 7.07 feet; thence North 00°35'55" West 82.26 feet to a point on a curve to the right, having a radius of 11.00 feet and a central angle of 89°59'41"; thence along the arc of said curve a distance of 17.28 feet, said arc subtended by a chord bearing North 44°24'14" East, a distance of 15.56 feet; thence North 00°35'55" West 31.00 feet to a point on a non-tangent curve to the right, having a radius of 15.00 feet and a central angle of 90°00'00"; thence along the arc of said curve a distance of 23.56 feet, said arc subtended by a chord bearing North 45°35'55" West, a distance of 21.21 feet; thence North 00°35'55" West 105.20 feet; thence South 89°54'36" East 470.78 feet; thence South 07°20'19" East 194.17 feet; thence South 03°27'43" West 277.92 feet; thence South 14°00'07" West 372.60 feet; thence South 89°24'05" West 504.93 feet to the point of beginning.

Containing 9.97 acres or 434,226 sf, more or less.

BK 8675 PG 2634