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FIRST AMENDED BYLAWS

OF

OLD MILL COURT CONDOMINIUM ASSOCIATION

A Utah Nonprofit Corporation

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FIRST AMENDED BYLAWS
OF
OLD MILL COURT CONDOMINIUM ASSOCIATION
A Utah Nonprofit Corporation

THESE FIRST AMENDED BYLAWS OF THE OLD MILL COURT CONDOMINIUM ASSOCIATION (“Bylaws”) are made as of the date of the recording in the Salt Lake County Recorder’s Office as directed by the Old Mill Court Condominium Association, a Utah nonprofit corporation (“Association”) pursuant to the Utah Condominium Ownership Act, the Utah Revised Nonprofit Corporation Act, and the Declaration.

RECITALS

- A. Capitalized terms in these Bylaws shall have the same meaning and effect as used in the Declaration of Condominiums Old Mill Court (Entry Number 7989235), and any amendments thereto (“Declaration”).
- B. The original Bylaws were recorded with the Salt Lake County Recorder on August 30, 2001, as Entry Number 7989235, in Book 8494, Pages 7621 through 7628, as an exhibit to the Declaration (“Original Bylaws”).
- C. At least 67% of the Association’s voting interests have approved these Bylaws as outlined by both the Original Bylaws and §57-8-39 of the Act.
- D. These Bylaws shall amend and completely replace the Original Bylaws, and any amendments thereto adopted by the Association prior to the date of these Bylaws.
- E. These Bylaws are adopted to bring the Association current with today’s legal standards; to complement the Declaration; to provide for the ability to more easily and effectively govern and operate the Association; and to further the Association’s efforts to safely, efficiently, and economically provide a quality living environment.

NOW, THEREFORE, for the reasons recited above, the Association hereby amends and replaces the Original Bylaws and all amendments thereto, whether recorded or unrecorded and states and declares as follows:

ARTICLE 1
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined or used in the Declaration shall have the same meaning when used in these Bylaws.

ARTICLE 2 OWNERS

- 2.1 **Annual Meetings.** The annual meeting of the Owners shall be held annually during the first quarter of the year on a day and at a time established by the Board. The purpose of the annual meeting is to elect Directors and transact such other business as may come before the meeting. If the election of Directors cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners.
- 2.2 **Special Meetings.** Special meetings of the Owners may be called by a majority of the Board of Directors, by the President, or upon the written request of not less than fifty percent (50%) of the voting interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within sixty (60) days after receiving the request.
- 2.3 **Place of Meetings.** The Board of Directors may designate any place in the Salt Lake County limits reasonably convenient for the Owners as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called and no designation of location is made, the place of the meeting shall be at the Unit of the president of the Association.
- 2.4 **Notice of Meetings.** The Board of Directors 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 not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be hand-delivered, mailed, or emailed. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail (or similar private courier service) addressed to the Owner at the Owner's address registered with the Association. Notice by email is deemed delivered when sent to the Owner's email address registered with the Association. Each Owner shall register with the Association such Owner's current email and mailing address for purposes of notice hereunder. Such registered addresses may be changed from time to time by notice in writing to the Association's secretary and/or manager.
- 2.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessments (together with any interest and/or late fees) at least 24 hours prior to the commencement of the meeting.
- 2.6 **Record Date for Notice Purposes.** The Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the

meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Units in the Condominium Project shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners.

- 2.7 **Quorum.** At any meeting of the Owners, the presence of any Owners, whether present in person or by proxy, shall constitute a quorum for the transaction of business.
- 2.8 **Proxies.** At each meeting of the Owners, each Owner entitled to vote may 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 Owner'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 Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated and shall set forth the specific matters or issues upon which the proxy is authorized to act or allow the proxy to vote on any issue arising at any particular meeting or meetings. 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 meeting.
- 2.9 **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner 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 Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners 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 Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Directors may be by secret ballot. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all co-Owners of the Unit. In the event of two (2) conflicting votes by co-Owners of one (1) Unit, no vote shall be counted for that Unit. In no event shall fractional votes be exercised in respect to any Unit.
- 2.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board of Directors.

- 2.11 **Informal Action by Owners.** Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting.

ARTICLE 3 BOARD OF DIRECTORS

- 3.1 **Powers and Duties.** The property, affairs, and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Articles, the Declaration, or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners, including, without limitation, authority to:
- a) Prepare and adopt an annual budget for the Association based on anticipated Association expenses for the upcoming fiscal year, and present such budget at the annual Owners meeting;
 - b) Adopt and amend Association rules and regulations governing the Property and the administration of the Association;
 - c) Enforce and interpret the Declaration, Bylaws, Articles, and rules and regulations on behalf of the Association;
 - d) Provide for the maintenance, repair, and replacement of the Common Areas and Facilities as provided in the Declaration;
 - e) Hire, contract for, compensate, and terminate personnel or contractors necessary to fulfill the obligations and responsibilities of the Association, including, without limitation, property managers, legal counsel, accountants, reserve study specialists, landscapers, general contractors, subcontractors, etc.;
 - f) Purchase supplies, equipment, and materials for use by the Association;
 - g) Open and maintain bank and/or brokerage accounts on behalf of the Association and designate authorized signers for said accounts;
 - h) File lawsuits or initiate other legal proceedings on behalf of the Association;
 - i) Defend lawsuits, administrative actions, and other legal proceedings against the Association;
 - j) Grant easements, licenses, or permission over, under, and through the Common Areas and Facilities;

- k) With approval of at least 67% of the Allocated Interest, convey Common Areas and Facilities; and
- l) Secure loans on behalf of the Association.

- 3.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) individuals, each of whom shall meet the qualifications outlined in Section 5.5 of the Declaration. In order to stagger the terms of Directors, at the first annual meeting following the recording of these Bylaws, one (1) Director shall be elected to serve a 1-year term and two (2) Directors shall be elected to serve a 2-year term. Thereafter, Director terms shall be two (2) years.
- 3.3 **Regular Meetings.** The Board of Directors shall hold regular meetings at least semi-annually, at the discretion of the Board. The Board may designate any place in Salt Lake County as the place of meeting. Meetings may also be held with Directors appearing telephonically so long as any Director appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the Unit of the President of the Association.
- 3.4 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or a majority of the Directors on at least three (3) business days' prior notice to each Director, unless the time period is waived by each Director. The person(s) authorized to call special meetings of the Board of Directors may fix any place, within Salt Lake County, as the place for holding the meeting. Notice shall be given personally, by mail at such Director's registered address, by email, by text, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited with the courier service. Any Director may waive notice of a meeting.
- 3.5 **Quorum and Manner of Action.** A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board of Directors as a whole. The Directors shall act only as the Board of Directors, and individual Directors shall have no powers as such.
- 3.6 **Compensation.** No Director shall receive compensation for any services that rendered to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Director to the extent such expenses are approved by a majority of the Board.
- 3.7 **Resignation and Removal.** A Director may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Director may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%)

of all voting interests of the Association. A Director may also be removed by the affirmative vote of a majority of the other Directors if he or she becomes more than sixty (60) days delinquent in the payment of Assessments.

- 3.8 **Vacancies and Newly Created Directorships.** If vacancies of a Director shall occur on the Board by reason of death, resignation, disqualification, or Board removal as provided in Section 3.7, the Directors then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Directors then in office, though less than a quorum. If the remaining Directors cannot agree on who to appoint as the successor Director, then a special meeting shall be called for that purpose and the vacancy shall be filled by vote of the Owners. Any vacancy on the Board occurring by reason of removal of a Director by the Owners shall be filled by vote of the Owners, which may take place at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.
- 3.9 **Informal Action by Directors.** Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing (including by email), setting forth the action so taken, shall be signed by all of the Directors, or as otherwise allowed by law.

ARTICLE 4 OFFICERS

- 4.1 **Officers.** The officers of the Association shall include a President, Vice President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board.
- 4.2 **Election Tenure and Qualifications.** The officers of the Association shall be chosen annually by the Board of Directors shortly following the annual meeting of the Owners. Each officer shall hold office until a successor has been chosen or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Secretary, and Treasurer must be and remain Directors of the Association during the entire term of their respective offices.
- 4.3 **Subordinate Officers.** The Board 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 Board of Directors may from time to time determine. Subordinate officers need not be Directors of the Association.
- 4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any member of the Board of Directors or to any Association manager. 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 Board at any time, with or without cause.

- 4.5 **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 Board at any regular or special meeting.
- 4.6 **The President.** The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At such meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." 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 Board of Directors.
- 4.7 **The Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board of Directors.
- 4.8 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the Rules, and any resolution the Board of Directors may require such person to keep. The Secretary shall perform other duties as required by the Board.
- 4.9 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall perform other duties as required by the Board.
- 4.10 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE 5 COMMITTEES

- 5.1 **Designation of Committees.** The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the

committee; provided, however, that the 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 Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any committee at any time.

- 5.2 **Proceeding of Committees.** Each committee designated hereunder by the Board of Directors 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 Board.
- 5.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the committee 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 Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted by the Board of Directors. All action by all committees shall be recorded in writing and reported to the Board.
- 5.4 **Resignation and Removal.** Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, Secretary, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any member of any committee designated by it thereunder.
- 5.5 **Vacancies.** Unless otherwise directed by the Board, if any vacancy shall occur in any committee designated by the Board, the remaining committee members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE 6 INDEMNIFICATION

- 6.1 **Indemnification.** No Director, officer, or committee member 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 Director, officer, or committee member 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 Director and/or officer and/or committee member 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 Director, officer, or committee member having served as a Director, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided 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 Directors, officers, committee members, 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.

- 6.2 **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 law, agreement, vote of disinterested Directors 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 Directors, officers, and committee members 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 Director, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 6.3 **Insurance.** The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Director, officer, committee member, 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 VI.
- 6.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board of Directors, in lieu of such indemnity, to settle any such claim, action, 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 7 RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, the Act, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

7.1 General Records.

- a) The Board of Directors or managing agent for the Association shall keep detailed records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; and minutes of the Owner meetings of the Association.
- b) The Board of Directors shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.
- c) The Board of Directors shall maintain a list of Owners.
- d) The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law.

7.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Condominium Project, itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred.

7.3 Financial Reports and Audits.

- a) A financial report, including a balance sheet showing the Association's assets and liabilities shall be rendered by the Board to all Owners at least annually.
- b) From time to time the Board of Directors, at the expense of the Association, may obtain an audit and/or review by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Units. At any time, any Owner or Lender may, at such Owner's or Lender's own expense, cause an audit or inspection to be made of the books and records of the Association.

7.4 Inspection of Records by Owners.

- a) Except as provided in Section 7.5 below, all records of the Association shall be reasonably available for examination by an Owner and any Lender pursuant to rules adopted by resolution of the Board.

- b) The Board of Directors shall maintain a copy, suitable for the purposes of duplication, of the following:
 - i) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and the rules and regulations of the Association.
 - ii) The most recent financial statement prepared pursuant to Section 7.3 above.
 - iii) The current operating budget of the Association.
- c) The Association, after receipt of a written request by an Owner or Lender, shall, within a mutually agreeable period of time, furnish the requested information required to be maintained under this Article.
- d) The Board, by resolution, may adopt reasonable rules and regulations governing the frequency, time, location, notice, and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information, or records. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by a designee that assists the Association in furnishing this information.

7.5 **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a) Personal matters relating to a specific identified person or a person's medical records.
- b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.
- d) Disclosure of information in violation of law.
- e) Documents, correspondence, or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.
- f) Documents, correspondence, or other matters considered by the Board of Directors in executive session.
- g) Files of individual Owners, other than those of a requesting Owner or requesting Lender of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

**ARTICLE 8
RULES AND REGULATIONS**

The Board of Directors shall have the authority to adopt and establish by resolution such Condominium, management, and operational rules and regulations as it may deem necessary for the maintenance, operation, management, and control of the Property, and the Board of Directors may from time to time, by resolution, alter, amend, and repeal such rules and regulations and use their best efforts to see that they are strictly observed. Any such rules and regulations shall apply and be binding upon all Unit Owners and the tenants, guests, and invitees thereof. Copies of all rules, regulations, and resolutions adopted by the Board shall be sent to all Unit Owners.

**ARTICLE 9
ASSESSMENTS**

As more fully provided in the Declaration, each Owner is obligated to pay the Association all Assessments duly levied under the provisions of the Declaration and/or Bylaws. Any Assessment not paid thirty (30) days after it was first due shall be delinquent and shall be subject to a late fee/collection charge in an amount set forth by resolution of the Board. In addition to the late fee/collection charge, any delinquent Assessment shall bear interest at the rate of 18% per annum. The Association, as further provided in the Declaration and the Act, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. In any such action, the Owner shall pay the Association all of its collection costs and expenses, including attorneys' fees. Payments shall first be applied to late fees/collection charges and interest, and then unpaid Assessments, including any attorneys' fees. No Owner may waive or otherwise escape liability for Assessments through non-use of the Common Areas and Facilities or abandonment of his Unit.

**ARTICLE 10
AMENDMENTS**

- 10.1 **How Proposed.** Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.
- 10.2 **Adoption.** Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association.
- 10.3 **Execution and Recording.** An amendment shall not be effective unless and until certified by the President of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Salt Lake County.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

- 11.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 11.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.
- 11.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

CERTIFICATION

OLD MILL COURT CONDOMINIUM ASSOCIATION, INC.

By: *R. Scott Sanchevitch*

Its: President

State of Utah)
):ss
County of Utah)

On this 07 day of July, 2016, personally appeared before me A. Scott Sanchevitch, who being by me duly sworn, did say that he/she is the President of the Old Mill Court Condominium Association, Inc.; that the foregoing amendments were duly approved by the Association's voting interests; and that the foregoing information is true and accurate to the best of his/her knowledge.

Richard M. Benton
NOTARY PUBLIC

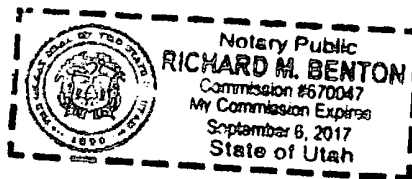


EXHIBIT A
Parcel Numbers

Each of the 38 Condominium Units and Common Area (39 Total Parcels) within the Old Mill Court Condominiums Project.

The Salt Lake County Parcel numbers within the Old Mill Court Condominiums are as follows:

16192840010000 through 16192840390000