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**RESTATED AND AMENDED
RIDGEWOOD OWNERS'
ASSOCIATION BY-LAWS**

RECITALS

- A. The Amended and Restated Declaration of the Ridgewood Owners Association (the "Association") was recorded in the Davis County Recorder's Office on September 5, 2014, as Entry No. 2522022 (the "Declaration").
- B. The Association's by-laws were restated and amended contemporaneously with the Declaration. The Restated and Amended By-Laws received the necessary approvals from the Owners and were supposed to be attached as Exhibit D to the Declaration and recorded with the Declaration. Despite this, the by-laws were never recorded.
- C. The Association desires now to record the Restated and Amended Ridgewood Owners' Association By-Laws (the "By-Laws") that were previously approved by the Owners as Exhibit D to the Declaration.
- D. As stated in Declaration Recital G and the attached ballots, these By-Laws were approved by at least 75% of the Owners. The By-Laws were attached to the Declaration for voting.

EXHIBIT D

**RESTATED AND AMENDED
RIDGEWOOD OWNERS' ASSOCIATION
BY-LAWS**

1. APPLICATION OF BY-LAWS
2. ASSOCIATION OF UNIT OWNERS
3. MEETINGS OF THE ASSOCIATION
4. OFFICERS
5. MANAGEMENT BOARD
6. LITIGATION
7. ACCOUNTING
8. SPECIAL COMMITTEES
9. DESTRUCTION OR DAMAGE
10. MORTGAGE PROTECTION
11. MEMBERSHIP AND VOTING
12. DISPUTE RESOLUTION
13. NOTICES, WAIVER OF NOTICE
14. NO WAIVER
15. AMENDMENT OF BY-LAWS
16. SEVERABILITY
17. CAPTIONS
18. EFFECTIVE DATE
19. CONFLICTS

**RESTATED AND AMENDED BY-LAWS
RIDGEWOOD OWNERS' ASSOCIATION**
A Utah Non-Profit Corporation

The administration of the Ridgewood Condominium Project and the Ridgewood Owners' Association shall be governed by its Articles of Incorporation, these Restated and Amended By-Laws, as restated and amended from time to time, by the Utah Condominium Ownership Act, UCA §§ 57-8-1 et seq.) in whatever form it may exist at any given time (the "Act"), the Utah Revised Nonprofit Corporation Act, as amended and replaced from time to time (UCA §§16-6a-101 et seq.) (the "Nonprofit Act"), and by the Amended and Restated Declaration of Ridgewood Condominium ("Declaration"), as restated and amended from time to time. Capitalized terms in these Restated and Amended By-Laws shall have the same meaning as set forth in the Declaration.

1. APPLICATION OF BY-LAWS

All present and future Unit Owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, the Articles of Incorporation, these By-Laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation and these By-Laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

2. ASSOCIATION OF UNIT OWNERS

The Ridgewood Owners' Association is a non-profit corporation organized under the provisions of the Nonprofit Act. The name by which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Management Board or officers thereof on behalf of and agents for the Unit Owners in the manner specified by the act, the Declaration, or these By-Laws, is: "Ridgewood Owners' Association."

3. MEETINGS OF THE ASSOCIATION

3.1 The presence in person or by proxy at any meeting of the Association of at least fifty percent (50%) of the Unit Owners in response to notice of Unit Owners meeting given shall constitute a quorum. In the event that at least fifty percent (50%) of the Unit Owners are not present in person or by proxy, the meeting shall be adjourned for no less than forty eight (48) hours nor more than ten (10) days, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration or the Articles of Incorporation, any action may be taken at

any meeting of the Unit Owners upon a majority vote of the Unit Owners who are present in person or by proxy and who are voting.

3.2 There shall be an annual meeting of the Association at the Project or at such other reasonable place to be held at 7:00 p.m. no earlier than October 15 and no later than November 30 of each fiscal year as may be designated by written notice by the Management Board delivered to the Unit Owners not more than sixty (60) days or less than fifteen (15) days prior to the date fixed for the meeting.

3.3 No later than fifteen (15) days prior to the annual meeting the Management Board shall furnish to the Unit Owners: (i) a statement of all receipts and disbursements, showing all expenses incurred for the current fiscal year by category, together with estimated expenses to be incurred for the remainder of the current fiscal year and (ii), a proposed budget for the coming fiscal year that shall itemize the estimated expenses for the coming fiscal year by category and show an estimated allocation thereof to each Unit Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Unit Owners who were not present at the annual meeting. The final budget for the coming fiscal year shall be completed and delivered to the Unit Owners no later than the last day of previous fiscal year.

3.4 Special meetings of the Association may be held at any time at the Project or at such other reasonable place to consider matters which, by the terms of the Declaration or the Articles of Incorporation, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, upon request of a majority of the Management Board, , the President of the Association, or by Unit Owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

3.5 At the discretion of the Management Board Robert's Rules of Order or similar rules may govern the conduct of the Association's meeting when not in conflict with the Declaration or these By-Laws.

4. OFFICERS

4.1 All officers and employees of the Association shall serve at the will of the Management Board. The officers shall be a president, secretary, and treasurer. The Management Board may appoint such other assistant officers as the Management Board may deem necessary. Officers shall be required to be members of the Management Board. Assistant officers shall be Owners. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Board and may be removed and replaced by the Management Board. The Management Board may, in its discretion and subject to the requirements of the Declaration, require that officers (and other employees of the Association) be subject to fidelity bond

coverage. Resignation of any officer shall be in writing directed to the Management Board which shall act promptly thereon.

4.2 The president shall be the chief executive of the Management Board and shall preside at all meetings of the Unit Owners and of the Management Board and may exercise the powers ordinarily assigned to and exercised by the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the Project and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Management Board may require.

4.3 The secretary (or as assigned) shall keep minutes of all proceedings of the Management Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Unit Owners and the Management Board. In the absence or inability of the president, the secretary shall perform the functions of the president.

4.4 The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate with the approval of the Management Board the daily handling of funds and the keeping of records to a manager or managing company.

4.5 The Management Board may ratify any action taken by an officer within the scope of his or her authority which is consistent with the Declaration and these By-Laws subsequent to such action and thereby give full force and effect to such actions as though approved by the Management Board in advance.

5. MANAGEMENT BOARD

5.1 The management and maintenance of the Project and the conduct of the business, property and affairs of the Ridgewood Owners' Association ("Association") shall be the responsibility of the Management Board. The Management Board shall consist of five (5) members, each of whom must be a Unit Owner. If the Unit Owner is not a natural person, then an officer, member, manager, trustee, partner, director, or other authorized representative of the Unit Owner may be a Management Board member. The official name of the Management Board shall be Ridgewood Owners' Association Management Board. The members of the Management Board shall be elected as provided in these By-Laws.

5.2 The Management Board shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, the Nonprofit Act, the Declaration, the Articles of Incorporation and these By-Laws, including but not limited to the following:

5.2.1 To promulgate and enforce such reasonable rules, regulations, and procedures, consistent with the provisions of the Declaration and By-Laws, as may be necessary or desirable to aid the Management Board in carrying out any of its functions and to insure

that the Project is maintained and used in a manner consistent with the interests of the Owners;

5.2.2 To engage the services of accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor.

5.2.3 To operate, maintain, repair, improve and replace the Project, the Common Areas and Facilities, including the responsibility to keep the same in a good, clean, attractive, safe, and sanitary condition.

5.2.4 To determine and pay the common expenses.

5.2.5 To assess and collect the proportionate share of common expenses from the Unit Owners, and all other assessments allowed by the Declaration, Act, or By-Laws.

5.2.6 To enter into contracts, deeds, leases or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers, so long as any vote or consent of the Owners necessitated by the subject matter of the document has been obtained.

5.2.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

5.2.8 To purchase, hold, sell, convey, mortgage or lease any one or more units in the name of the Association or its designee and to convey or transfer any interest in real property, so long as any vote or consent of the Owners necessary under the circumstances has been obtained.

5.2.9 To bring, prosecute and settle litigation for itself, the Association and the Project.

5.2.10 To obtain insurance for the Association with respect to the units and the common areas and facilities, as well as Workers' Compensation Insurance.

5.2.11 To repair or restore the Project following damage or destruction, or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the Project from the provisions of the act.

5.2.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Board and in the operation of the Project, including appliances, and office supplies.

5.2.13 To keep adequate books and records.

5.2.14 To borrow funds and enter into promissory notes.

5.2.15 To sell portions of the common areas and facilities (but only with the approval and consent of the Owners having ownership of not less than sixty-seven percent (67%) of the Total Votes of the Association, as determined in the manner provided in the Declaration).

5.2.16 To approve and sign checks and issue payment vouchers.

5.2.17 To pay off liens against any portion of the Project.

5.2.18 To grant or create, on such terms as the Management Board deems advisable, utility and similar easements over, under, across and through the Common Areas and Facilities on the Project.

5.2.19 To execute and record, on behalf of all Owners, any amendment to the Declaration or plat which has been approved by the vote or consent of the Owners necessary to authorize such amendment.

5.2.20 To exercise all rights and powers imposed upon or granted to the "management board", "management committee" or to the "manager" under the Act.

5.2.21 To do all other acts necessary for the operation and if the same is necessary to protect or preserve the Project, provided however, that the management shall operate no other business for profit.

5.3 The Management Board may carry out through a condominium project manager any of its functions which are properly the subject of delegation. Any condominium project manager so engaged shall be an independent contractor and not an agent or employee of the Board, shall be responsible for managing the Project for the benefit of the Management Board and the Owners, and shall, to the extent permitted by the Act and the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Board itself. Any agreement for professional management of the Project or any other contract providing for services to the Association shall be entered into by the Management Board or the Association shall be for a term not exceeding three (3) years and shall provide that such management agreement may be terminated by the Management Board or by the Association without cause and without payment of a termination fee upon not in excess of ninety (90) days written notice. Notwithstanding the foregoing, the power to finally determine common expenses, budgets and assessments based thereon, to promulgate house rules and administrative rules and regulations, the power to enter into any contract involving more than \$10,000 in any one fiscal year, to open bank accounts, the power to purchase, hold, sell, convey, mortgage or lease any units in the name of the Association or to bring, prosecute or settle litigation shall

remain solely with and shall be the responsibility of the Management Board and shall not be delegated to or exercised by the condominium project manager.

5.4 Members of the Management Board, the officers and any assistant officer, agents and employees of the Association (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross neglect; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

5.5 The Association shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Board or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided, in the case of any settlement, that the Management Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Board, or otherwise. The indemnification by the Association as contained herein shall be paid by the Management Board on behalf of the Association and shall constitute a common expense and shall be assessed and collectible as such.

5.6 At every annual meeting, the Association shall elect the members of the Management Board for the forthcoming year. Nominations may be gathered in advance of or taken from the floor at the meeting. Any owner desiring to submit a nomination in advance of the meeting may submit a written notice of intent to seek election.

5.7 Members of the Management Board shall each serve for a term of two (2) years. Terms shall be staggered so that no more than 3 board member terms expire simultaneously in any one year. The members of the Management Board shall serve until their respective successors are elected, or until their death, resignation or removal. In the event the entire Management Board is re-elected, half of the new members (or as close to half as possible if an odd number of new members is added) shall be elected for only a one-year term so that elections and vacancies shall be staggered. At each annual meeting members of the Management Board shall be elected for any vacant positions. Only Owners shall be eligible for membership on the Management Board. At the annual meeting, the Owners(s) of each Unit shall be entitled to the

number of votes set forth in Exhibit A of the Declaration for such Unit for each seat to be filled. Said votes may be voted in favor of as many candidates for membership on the Management Board as the Owner(s) desire, or may be cumulated and voted for a lesser number of candidates.

5.8 Any member of the Management Board may resign at any time by giving written notice to the president of the Association or the remaining Management Board members. Any member of the Management Board who fails on four (4) successive occasions to attend regularly scheduled semi-monthly Board meetings or who has not attended at least seventy-five percent (75%) of all regularly scheduled Board meetings held during any twelve (12) month period shall automatically forfeit his seat unless any such absence is consented to by the Management Board. Any member of the Management Board may be removed from membership on the Management Board by a majority vote of all Owners at a meeting specifically called for that purpose. The Management Board may call a meeting for this purpose or the meeting shall be called by the Management Board upon receipt of a petition requesting such a meeting signed by at least twenty-five Owners. Whenever there shall occur a vacancy on the Management Board due to death, resignation, or any cause other than removal by the Owners as provided in the previous sentence, the remaining members of the Management Board shall elect a successor member to serve for the remainder of the term of the resigning or terminated member. At the annual meeting of the Association at which the resigning or terminated member's term would be filled the Owners shall elect a member (who may be the member appointed by the Management Board) to fill the seat of the resigning or terminated member, following the procedures in Sections 5.6 and 5.7. Whenever there shall occur a vacancy on the Management Board due to removal by majority vote of the Owners, the remaining members of the Management Board shall provide notice to the Association of a special meeting for the purpose of electing a successor member. The vacancy shall be filled by the Association for the unexpired term following the procedures in Sections 5.6 and 5.7.

5.9 The members of the Management Board shall receive no compensation for their services, however, Management Board members shall be entitled to reimbursement out of common expense assessments for expenses reasonably incurred by the members in connection with performing Management Board business. Expense reimbursements shall be provided only upon submission of a satisfactory invoice, receipt or other written documentation, together with an explanation of the nature of the Management Board business to which the expense relates. No member of the Management Board may be employed by the Association in any other capacity and receive compensation for such employment.

5.10 All meetings of the Management Board shall be held at the clubhouse on the Project or, in the event an outside management company has been retained to provide services to the Association, at the offices of the outside management company within the State of Utah, as the Management Board shall determine. Three (3) members of the Management Board shall constitute a quorum. The affirmative vote of at least three (3) members shall be required to constitute a valid action or decision of the Management Board, regardless of the number of members present at the meeting. The Management Board shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of

the Management Board immediately following the annual meeting of the Association. Minutes of each Management Board meeting shall be maintained in writing and shall include a record of all resolutions adopted and all decisions of the Management Board. Copies of minutes of any Management Board meeting shall be available to any Unit Owner upon request. Upon request of a Unit Owner accompanying an email address for notice, the Management Board shall deliver minutes of all meetings, reasonably promptly after the meetings.

5.11 Regularly scheduled meetings of the Management Board may be held without call or notice. The Management Board must publish an annual meeting schedule and distribute it to all members of the Association before any meeting of the Management Board may be deemed to be regularly scheduled.

5.12 Special meetings of the Management Board may be called by the president or by any two Management Board members. The person or persons calling a special meeting of the Management Board shall, at least ten (10) days before the meeting, give notice thereof to all members of the Management Board and to all Unit Owners who have requested notice of meetings of the Management Board. Communication of the notice to members of the Management Board shall be by any means that will result in confirmation that notice was in fact given, such as standard mail, e-mail, telephonic notice or oral notice to all members of the Management Board simultaneously at another meeting of the Management Board. Notice to Unit Owners shall be provided as set forth in Section 13. Notice of a special meeting shall specify the purpose for which the meeting is called. If an agenda is prepared for the special meeting, the meeting need not be restricted to discussions only of those items listed on the agenda.

5.13 Any member of the Management Board may, at any time, waive notice of any meeting of the Management Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by member of the Management Board at a meeting shall constitute a waiver of notice of such meeting except if a Management Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Board are present at any meeting of the Management Board, no notice shall be required and any business may be transacted at such meeting.

5.14 All meetings of the Management Board shall be open at all times to, and may be attended by, any Unit Owner or any representative thereof. Notwithstanding the foregoing sentence, Unit Owners may be excluded from any meeting or portion of any meeting of the Management Board which constitutes an "Executive Session" of the Management Board. The determination of an "Executive Session" of the Management Board and the actions of the Management Board while in "Executive Session" shall be governed strictly by the rules set forth in this Section 5.14.

5.14.1 The Management Board, by motion and a vote, may hold or continue deliberations and discussions during any regularly scheduled or special meeting of the Management Board in Executive Session for the reasons specifically allowed in this Section. If the

Management Board enters into Executive Session, it shall discontinue the Executive Session by motion and a vote.

5.14.2 Executive Sessions may be held to discuss and make decisions related only to the following matters:

5.14.2.1 Pending or prospective legal proceedings and issues related to the Association, its operations, or its governance, including but not limited to meetings with the Association's legal counsel.

5.14.2.2 Contracts and purchases related to the Association, including but not limited to the negotiations, potential breaches, reviews of contracts, and the terms of any purchases.

5.14.2.3 Association employee and personnel issues, including reviews, discipline issues, termination issues, salary issues, and the terms of employment.

5.14.2.4 Rule violations by owners, including but not limited to the discussion of complaints and whether to impose fines or utilize any particular remedy to address particular violations.

5.14.3 All discussions in Executive Session shall be confidential and shall not be disclosed to anyone outside of the Management Board meeting, except as may be authorized by the Management Board.

5.14.4 Documents analyzed in Executive Session may be confidential for other reasons provided for by law or in the Declaration or these By-Laws, but they are not confidential merely as a result of having been discussed or presented in Executive Session

5.14.5 The minutes of the Management Board meeting at which an Executive Session is held shall include:

5.14.5.1 The purpose(s) of the Executive Session in sufficient detail. For example, the following are sufficient descriptions: "to discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."

5.14.5.2 Any decisions made during Executive Session.

5.14.6 Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members of the Management Board.

No Unit Owner or representative who attends a meeting of the Management Board shall be entitled to speak at or participate in the meeting unless the Unit Owner has previously been included in the agenda for the meeting or is specifically requested by the presiding officer to speak or participate.

5.15 The fiscal year of the Association shall be January 1 to December 31.

6. LITIGATION

6.1 If any action is brought by one or more but less than all Unit Owners on behalf of the Association and recovery is had, the plaintiffs expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the Unit Owners or against the Management Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiffs expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a common expense or otherwise.

6.2 Complaints brought against the Association, the Management Board or the officers, employees or agents thereof, in their respective capacities as such or the *Project* as a whole, shall be directed to the Management Board, which shall promptly give written notice thereof to the Unit Owners and any mortgagees and shall be defended by the Management Board, and the Unit Owners and mortgagees shall have no right to participate other than through the Management Board in such defense. Complaints against one or more, but less than all Unit Owners shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Management Board and to the mortgagees affecting such units, and shall be defended by such Unit Owners.

6.3 The provisions of this section shall apply equally to all Unit Owners.

7. ACCOUNTING

7.1 The books and accounts of the Association shall be kept in a manner which can be audited as provided in Section 7.2, under the direction of the treasurer.

7.2 At the close of each fiscal year, the books and records of the Management Board shall be audited by a certified public accountant approved by the Association.

7.3 The books and accounts of the Association shall be available for inspection at the office of the Association by any Unit Owner or his authorized representative during regular business hours.

8. SPECIAL COMMITTEES

The Management Board by resolution may designate one or more special committees, each committee to consist of two (2) or more Owners which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Board when required. The members of such special committee or committees designated shall be appointed by the Management Board or the President. The Management Board or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

9. DESTRUCTION OR DAMAGE

In case of fire or any other disaster which causes damage or destruction to all or part of the Project, the Management Board, with the help of an independent appraisal, shall determine the percentage of the Project that was destroyed or substantially damaged. The Management Board shall thereafter follow the provisions of Declaration with respect to repairing or otherwise dealing with the damage.

10. MORTGAGEE PROTECTION

The rights of mortgagees shall be those defined in the Declaration. Any mortgagee holding a loan prior to the effective date of these amendments shall be governed by the original mortgagee protection provisions to the extent they are different from those found in the Declaration.

11. MEMBERSHIP AND VOTING

The members of the Association shall be the fee owners of the Units. The Management Board shall maintain a master list of owners which shall be updated on a regular basis. Disputes over the membership list shall be resolved by reference to the Official Records of Davis County Recorder's Office, Farmington, Utah. At any meeting of the Association each Unit Owner, either in person or by proxy, shall be entitled to the same number of votes as the percentage of undivided interest of the common areas and facilities assigned to his unit in Exhibit A to the Declaration. If there is more than one Unit Owner with respect to a particular unit, any or all of such Unit Owners may attend any meeting of the Association, but it shall be necessary for all such Unit Owners present to act unanimously in order to cast the votes pertaining to their unit. All votes may be cast either in person or by proxy. All proxies shall be in writing, and shall be delivered to the secretary no later than the beginning of meeting. In voting for members of the Management Board, cumulative voting is allowed. In all other matters, cumulative voting shall not be allowed.

12. DISPUTE RESOLUTION

Unit Owners shall have all rights afforded them under the Act, the Nonprofit Act, the Declaration, and other laws of the State of Utah to pursue resolution of disputes involving other Unit Owners, the Management Board or the Association.

13. NOTICES, WAIVER OF NOTICE

13.1 Any notice to a Unit Owner from the Association (including notice of any special meeting of the Management Board) shall be in writing and shall be delivered as provided herein or may be delivered in any way allowed by the Act.

13.2 Notice to a Unit Owner shall be effective upon the satisfaction of any of the following delivery methods.

13.2.1 By a written notice delivered personally to the Owner, which shall be effective upon delivery,

13.2.2 By a written notice placed in the first-class United States mail, postage prepaid, to the most recent address furnished by the Unit Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of the Unit Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

13.2.3 By written e-mail correspondence to a Unit Owner: (1) that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by e-mail shall be deemed delivered seventy-two (72) hours after it is sent. The Association shall comply with any notice from an Owner that an email address is no longer being used or that designates an alternative email address for use by the Association.

13.2.4 By facsimile (whether to a machine or to an electronic receiving unit) to a Unit Owner that is sent to a facsimile number provided by the Unit Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

13.3 The Association shall send all notices by U.S. Mail if a Unit Owner, by written demand, notifies the Association to send all notices by mail. Notice of any Association meeting or special meeting of the Management Board posted on a website of the Association or sent by text message shall not be deemed valid or compliant with these notice rules.

13.4 Notice to the Management Board from a Unit Owner shall be addressed to: Management Board, Ridgewood Owners' Association, 1374 East Ridgewood Lane, Bountiful, Utah 84010.

13.5 Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a Unit Owner in person at any Association meeting shall be deemed such waiver.

14. NO WAIVER

The failure of the Management Board or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration or these By-Laws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Board or its contractor of the payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Board.

15. AMENDMENT OF BY-LAWS

These By-Laws may be amended by the affirmative vote or written consent of the Unit Owners having ownership of not less than fifty-one percent (51%) of the Total Votes of the Association. For this purpose approval of the Unit Owners may be obtained by the Management Board in the manner provided in Article XX of the Declaration. Upon approval, the Management Board shall acknowledge the amended By-Laws, setting forth the fact of the required affirmative vote of the Unit Owners and the amendment shall be effective upon recording.

16. SEVERABILITY

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

17. CAPTIONS

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

18. EFFECTIVE DATE

These By-Laws shall take effect upon recording of the Restated and Amended Declaration of Ridgewood Condominium, to which these are an Exhibit.

19. CONFLICTS

The By-Laws are subordinate to any conflicting provisions in the Act, the Nonprofit Act, the Articles, the Map, and the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

[Signatures are on the following page]

IN WITNESS WHEREOF, the undersigned, constituting the President and all other members of the Management Board of the Ridgewood Owners' Association, have set their hands this day and year first above written.

Doug Stelsing
Doug Stelsing, President

Norm Hess
Norm Hess, Board Member

Karyn Tucker
Karyn Tucker, Board Member

David Roberts
David Roberts, Board Member

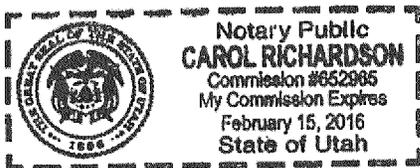
Millie Nikopolous
Millie Nikopolous, Board Member

STATE OF Utah)

: ss.

COUNTY OF Davis)

On the 5th day of September, 2014, personally appeared before me, Doug Stelsing, Norm Hess, Karyn Tucker, David Roberts + Millie Nikopolous the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



NOTARY PUBLIC
Carol Richardson

Exhibit "A"
LEGAL DESCRIPTION

Units 1 through 33, Ridgewood of Maple Hills Cond. Phase 1 Amend., Bountiful City, Davis County, Utah. [Parcel Nos. 05-086-0001 through 05-086-0033]

Units 34 through 59, Ridgewood of Maple Hills Cond. Phase 2 Amend., Bountiful City, Davis County, Utah. [Parcel Nos. 05-086-0034 through 05-086-0059]

Units 60 through 79 and 82 through 88, Ridgewood of Maple Hills Cond. Phase 3 Amend., Bountiful City, Davis County, Utah. [Parcel Nos. 05-086-0060 through 05-086-0079 and 05-086-0082 through 05-086-0088]

Units 88 through 101, Ridgewood of Maple Hills Cond. Phase 4., Bountiful City, Davis County, Utah. [Parcel Nos. 05-087-0088 through 05-087-101]

Units 102 through 111, Ridgewood of Maple Hills Cond. Phase 5, Bountiful City, Davis County, Utah. [Parcel Nos. 05-087-0102 through 05-087-0111]

Units 112 through 129, Ridgewood of Maple Hills Condominiums, Phase VI, Bountiful City, Davis County, Utah. [Parcel Nos. 05-087-0112 through 05-087-0129]

Units 130 through 142, Ridgewood of Maple Hills Condominium, Phase VII, Bountiful City, Davis County, Utah. [Parcel Nos. 05-087-0130 through 05-087-0142]

Units G-1 through G-9, Ridgewood of Maple Hills Condominium, Phase VII, Bountiful City, Davis County, Utah. [Parcel Nos. 05-087-0160 through 05-087-0168]