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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDED BYLAWS

OF

KNOLLWOOD CONDOMINIUM

HOMEOWNERS ASSOCIATION, INC.

September 2020

**AMENDED BYLAWS
OF
KNOLLWOOD CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.**

The following are adopted as the amended Bylaws of Knollwood Condominium Homeowners Association, Inc. ("Amended Bylaws").

**ARTICLE I
SUBMISSION AND APPLICABILITY**

1. **Submission.** These Amended Bylaws replace the Bylaws of Knollwood Condominium, attached as Exhibit "C" to the Amended and Restated Declaration of Condominium for Knollwood Condominium (the "Restated Declaration"), recorded as Entry No. 2067574 on November 10, 2004, in the Weber County Recorder's office, State of Utah. These Amended Bylaws shall govern the administration of Knollwood Condominium and its Association of Owners as set forth on Exhibit "A", attached hereto.
2. **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Amended Bylaws and the provisions of the Restated Declaration, the latter shall in all instances govern and control.
3. **Office and Registered Agent.** The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the home of the President or such other place as shall be designated by him.
4. **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance at Knollwood Condominium shall be subject to and abide by these Amended Bylaws.

**ARTICLE II
ASSOCIATION**

1. **Composition.** The association of Unit Owners is a mandatory association consisting of all Unit Owners at the Complex.
2. **Voting.** Each Unit shall have one (1) vote. Multiple owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Entities may vote by means of their authorized agent.
3. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the

Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

4. **Annual Meeting.** Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 9:00 o'clock a.m. on the second Saturday of November of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
5. **Special Meetings.** The President shall call a special meeting of the Association membership (a) if he so desires, (b) if a majority of the members of the Board direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the membership of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Should the President fail to cause notice of a special meeting to be sent within ten (10) days of (i) receiving a request by a majority of the Board, or (ii) receipt of a petition from 25% of the membership, or should the President fail to cause a meeting to be scheduled within 25 days of receiving a proper request or petition, the Board or the membership may cause notice of a special meeting consistent herewith to be delivered according to the requirements of the following paragraph 6 of this Article II.
6. **Notice of Meeting.** It shall be the duty of the Secretary to hand deliver, mail by regular U.S. mail, postage prepaid, or send electronically a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the physical or electronic address of his respective Unit or such other address as each Owner may have designated by notice in writing to the Secretary. The hand delivery, mailing, or electronic sending (e.g., email) of a notice of meeting in the manner provided herein shall be considered service of notice.
7. **Electronic Notification & Voting.** Any notice sent to Members under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address or other address to which notice was sent. A Member may, by written demand, require the Association to provide notice to the Member by mail.
 - a) **Notice.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
 - b) **Personal.** If notice is by personal means, notice may be delivered to an Owner by hand delivery directly to the Owner or a responsible occupant of an Owner's Unit, or by securely attaching a copy of the notice to the front entry door of the Owner's Unit.

- c) **Mail.** If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address provided to the Board, or to the Unit of the Owner if no address has been given. Such addresses may be changed by Owners from time to time by notice in writing to the Board.
 - d) **Electronic.** If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including but not limited to text message, Facebook, Twitter, Instagram, email, the Association's website, or any other generally accepted, reliable, and widely used electronic means. The Association shall maintain a record of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When notices are sent electronically, the Association shall compile a list of Owners' current electronic addresses (such as email, text messaging or Facebook addresses) and the Association shall send notification of all Association meetings, proposals, documents, amendments and business to the electronic address of such Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means of all Association meetings and business to those Owners who do not object in writing to electronic notification in this manner.
 - e) **Waiver.** Members who (i) receive electronic notice, and (ii) do not object in writing to receiving electronic notice from the Association of any Association business or meeting are deemed to have waived any defense to or claim against the Association that the Association's electronic notice was not adequate or proper, and may not thereafter challenge or assert that the notice they received was not adequate, proper, or in compliance with the Restated Declaration, the Association's Bylaws, or Utah law.
 - f) **Electronic Voting.** Members and Board Members may cast votes on Association matters, elections, amendments, etc., through those electronic means described in paragraph 7.d above. An electronically cast vote shall be deemed valid if it originates from the electronic address of the Owner provided to the Association or if the Association otherwise has no reasonable belief that the vote is not that of the Member who cast the vote. Approval of any measure voted on electronically shall be valid as if the vote was cast in person or at a meeting.
8. **Voting Requirements.** An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Complex Documents, and shall have fully paid all Assessments and/or Additional Charges due.
9. **Proxies.** The votes pertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Unit Owner or by any

of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that Unit. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Unit Owners or the legal representative of an Organizational Unit Owner may be proxies.

10. **Quorum.** A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Unit Owners representing a majority of the members of the Association present at that meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Unit Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

11. **Order of Business.** The order of business at all Association meetings shall be as follows:

- a) roll call, which may include signatures on sign-in rosters and accounting of proxies;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special committees, if any;
- f) election of inspectors of election, if applicable;
- g) election of Board Members, if applicable;
- h) unfinished business; and
- i) new business.

12. **Conduct of Meeting.** The President shall, or in his absence the Vice-President, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record all resolutions adopted by the meeting as well as record all transactions occurring thereat.

ARTICLE III BOARD OF DIRECTORS

1. **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Restated Declaration and may do all such acts and things necessary to operate and maintain the Complex. The Board may delegate its authority to a manager or managers.

Subject to any limitations or provisions contained in the Restated Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
 - b) Determining the annual assessment of each Owner;
 - c) Managing the Association;
 - d) Maintaining the Common Areas and Facilities;
 - e) Collecting the Assessments;
 - f) Depositing the collections into a federally insured interest bearing account or accounts;
 - g) Adopting and amending rules and regulations;
 - h) Enforcing the Complex Documents;
 - i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
 - j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Restated Declaration and other provisions of these Amended Bylaws, after damage or destruction by fire or other casualty;
 - k) Commencing legal action when necessary;
 - l) Purchasing and maintaining insurance;
 - m) Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Units;
 - n) Keeping books and records of the Association;
 - o) Providing common utility services;
 - p) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
 - q) Giving notice of alleged violations of the Complex Documents and providing the alleged violator the opportunity to be heard;
 - r) Levying fines, sanctions and citations;
 - s) Making emergency repairs;
 - t) Towing or impounding motor vehicles;
 - u) Evicting non-Owner residents in material violation of the Complex Documents or who have created and failed to abate a nuisance, after due notice to the Unit Owner and the Unit Owner's failure to properly remedy the nuisance caused by the non-Owner resident; and
 - v) Doing such other things and acts necessary to accomplish the foregoing.
2. **Composition of Board.** The Management Board shall be composed of between five and nine (5 / 9) members of the Association. The size of the Board shall be determined annually by a vote of the Owners in attendance at the annual meeting.
 3. **Qualification.** Only individual Unit Owners shall be eligible for Board Membership.
 4. **Election and Term of Office of the Board.** The term of office of each Board member shall be one (1) year. Each member shall serve on the Board until such time as his successor is duly qualified and elected.

5. **Organizational Meeting.** The first meeting of the members of the Board shall be held immediately following the annual meeting of the Association or at such other time and place designated by the Board.
6. **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than monthly.
7. **Special Meetings.** Special meetings of the Board may be called by the President, Vice-President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, electronically, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
8. **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any Association business may be transacted at such meeting.
9. **Quorum.** At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any properly noticed meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days, and, after providing proper notice to the remaining Board members, at any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted.
10. **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting. If, after a vacancy occurs, at the Board consists of at least five (5) members, replacement is not necessary.
11. **Removal of Board Member.** A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the

calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board unless the Board votes to retain the member. Retention of the Board Member requires unanimous approval of the Board.

12. **Compensation.** Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
13. **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- a) **Open Meetings.** Board meetings shall be open to all members of the Association, but non Board members may only participate during that time set aside specifically for non-Board members to address the Board and may not otherwise participate in any discussion or deliberation unless expressly authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof unless expressly agreed upon unanimously by the Board.
 - b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
 - c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
14. **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV OFFICERS

1. **Designation.** The principal officers of the Association shall be a President, a Vice- President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. **Election of Officers.** The officers of the Association shall be elected annually by the members of the Board at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board at a regular meeting or special meeting called for such purpose.
3. **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
4. **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all committees; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.
5. **Vice-President.** The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.
6. **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
7. **Treasurer.** The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Complex. An outside firm or person may be hired to accomplish the duties of the Treasurer and shall report to the Board.

**ARTICLE V
FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

**ARTICLE VI
AMENDMENT**

1. **Amendments.** These Amended Bylaws may be modified or amended by the affirmative vote of a majority of the members of the Association, which vote may be taken with or without a meeting, and after at least 15 days-notice in writing has been provided to each unit owners. All of the votes must be obtained within a ninety day period of when notice of the proposed change is first given.
2. **Recording.** An amendment to these Amended Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

**ARTICLE VII
NOTICE**

1. **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Amended Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by regular U.S. Mail postage pre-paid, or sent electronically (a) if to an Owner, at the address of his Unit and at such other address (such as email) as the Owner may have designated by notice in writing to the Secretary, or as otherwise reflected on the records of the Weber County Assessor; or (b) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.
2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Restated Declaration, or of these Amended Bylaws, a waiver thereof, in writing (may be electronic), signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Restated Declaration.

**ARTICLE VIII
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. **Compliance.** These Amended Bylaws are set forth in compliance with the requirements of the Restated Declaration.
2. **Conflict.** These Amended Bylaws are subordinate and subject to all provisions of the Restated Declaration. All of the terms hereof, except where clearly repugnant to the context,

shall have the same meaning as they are defined to have in the Restated Declaration.

- 3. **Severability.** If any provisions of these Amended Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Amended Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 4. **Waiver.** No restrictions, condition, obligation, or provision of these Amended Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 5. **Captions.** The captions contained in these Amended Bylaws are for convenience only and are not part of these Amended Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Amended Bylaws.
- 6. **Construction.** Whenever in these Amended Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory and "may" permissive.
- 7. **Effective.** These Amended Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

Dated the ___ day of September, 2020.

CERTIFICATION

It is hereby certified that Condominium Unit owners holding more than fifty percent (50%) of the undivided ownership interest in the Association's Common Areas and Facilities have voted to approve these Amended Bylaws.

IN WITNESS WHEREOF, this 14th day of September, 2020

Knollwood Condominium Homeowners Association, Inc.

By: 
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 14th day of September, 2020, personally appeared before me David M. Drinkwater, who by me being duly sworn, duly acknowledged to me that he executed the same in behalf of Knollwood Condominium Homeowners Association, Inc.

Cindi Lamph
NOTARY PUBLIC

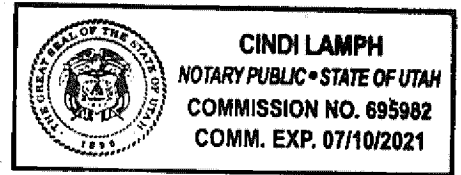


EXHIBIT "A"
LEGAL DESCRIPTION

KNOLLWOOD CONDOMINIUM PROJECT, OGDEN CITY, WEBER COUNTY, UTAH

PHASE 1 Amended, Buildings A thru P, Units 1 thru 40

(Land Serial Numbers: 06-150-0001 through 06-150-0040)

PHASE 2 Amended, Buildings Q & R, Units 41 thru 46

(Land Serial Numbers: 06-167-0001 through 06-167-0006)

PHASE 3 Amended, Buildings S thru V, Units 47 thru 60

(Land Serial Numbers: 06-178-0001 through 06-178-0014)

PHASE 4, Buildings A thru H, Units 61 thru 75

(Land Serial Numbers: 06-183-0001 through 06-183-0015)

PHASE 5, Buildings A thru E, Units 76 thru 85; Bldg Q, Units 109, 110 & 111

(Land Serial Numbers: 06-184-0001 through 06-184-0010, and 06-184-0034 thru 0036)