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30-MAY-12 1057 AM FEE \$161.00 DEF TDT
REC FOR: COUNTRY HILLS MANOR COND

AMENDMENT

TO THE

DECLARATION

OF

COUNTRY HILLS MANOR CONDOMINIUM

APRIL 2012

**AMENDMENT
TO THE
DECLARATION
OF
COUNTRY HILLS MANOR CONDOMINIUM**

This Amendment to the Declaration of Country Hills Manor Condominium ("Amendment"), is made by the Country Hills Manor Condominium Homeowners Association ("Association"), after having been voted on and approved by the members of the Association and in conformance with the provisions of the Utah Condominium Ownership Act ("Act").

RECITALS

WHEREAS, Country Hills Manor Condominium was created by the Declaration of Covenants, Conditions and Restrictions for Country Hills, Inc. ("Enabling Declaration"), dated July 18, 1966; and

WHEREAS, Country Hills Condominium adopted an Amended and Restated Declaration of Condominium ("Restated Declaration") which was recorded August 13, 2004, as entry number 2050155 in the Weber County Recorders Office, which Restated Declaration replaced the Enabling Declaration; and

WHEREAS, Country Hills Manor Condominium Unit Owners desire to amend a portion of the Restated Declaration; and

NOW THEREFORE, the Unit Owners of Country Hills Manor Condominium hereby amend a portion of the Restated Declaration which has recorded against the real property located in Weber County, Utah, known as Country Hills Manor Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amendment and the Restated Declaration, this Amendment shall control.

The following provisions are modified in the Restated Declaration:

AMENDMENTS

ARTICLE 1 RESERVES

- 1.1 Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than as required by law. The Board's initial reserve analysis must be prepared prior to June 30, 2012. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis no less frequently than as required by law. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis..
- 1.2 The Board may not use money in a reserve fund:
- a. for daily maintenance expenses, unless a Majority of the Owners vote to approve the use of reserve fund money for that purpose; or
 - b. for any purpose other than the purpose for which the reserve fund was established, unless a Majority of the Owners vote to approve the use of reserve fund money for another purpose.
- 1.3 Based on the results of the reserve analysis, the Board shall create a reserve fund into which the Board shall cause to be deposited those common area Assessments collected from Owners for the purpose of funding the reserve fund.
- 1.4 The Board shall annually, either at the annual meeting of owners or at a special meeting of owners, (i) present the reserve study to the owners, and (ii) provide an opportunity for owners to discuss reserves and to vote on whether to fund the reserve fund and, if so, how to fund it and in what amount. The Board shall keep minutes of each such meeting held under this section and indicate in the minutes any decision relating to funding the reserve fund. For purposes of this section only, a quorum for purposes of voting to fund the reserve fund shall be those owners who are present at the meeting at which the reserve study is presented and at which its funding is presented for a vote.
- 1.5 The Board shall cause an Assessment to be made against all Owners consistent with the vote of the Owners regarding the manner and amount of funds to be placed in the reserve fund, which Assessment shall be collected on the same terms and conditions as other Common Expenses. The Board shall maintain a reserve fund separate from other funds of the Association. This Subsection may not be construed to limit a Board from prudently investing money placed in a reserve fund account.
- 1.6 As used herein, "reserve analysis" means an analysis to determine:
- a. The need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas and facilities that have a useful life of

three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Association; and

- b. the appropriate amount of any reserve fund.

**ARTICLE 2
BYLAWS**

- 2.1 Sections 7.1 through 7.5 and Sections 8.1 through 8.6 of the Restated Declaration are hereby repealed and replaced by the Bylaws attached hereto as Exhibit "B", which Bylaws are hereby adopted as the Bylaws for the Association.

EFFECTIVE DATE. This Amendment shall take effect upon recording.

CERTIFICATION

It is hereby certified that Unit Owners holding more than sixty-seven percent (67%) of the undivided ownership interest in the common areas and facilities have voted to approve this amended Declaration.

IN WITNESS WHEREOF, this 30 day of MAY, 2012

By Marie W. Francis
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 20 day of May, 2012, personally appeared before me Monica Dolan who, being by me duly sworn, did say that (s)he is President of the Country Hills Manor Condominium Board of Directors and that the within and foregoing instrument was signed in behalf of said Board and (s)he duly acknowledged to me (s)he executed the same.

[Signature]
Notary Public



**Exhibit A
Legal Description of Units**

The following buildings and units in Country Hills Manor Condominium Phase No. 1, Ogden City, Weber County, Utah. 06-079-0001 through 06-079-0028. ✓ MP

<u>Building</u>	<u>Unit#</u>
A	1-6
B	7-14
C	15-20
D	21-28

The following buildings and units in Country Hills Manor Condominium Phase No. 2, Ogden City, Weber County, Utah. 06-124-0001 through 06-124-0040. ✓ MP

<u>Building</u>	<u>Unit #</u>
E	29-36
F	37-44
G	45-51
H	52-60
I	61-68

The following buildings and units in Country Hills Manor Condominium Phase No. 3, Ogden City, Weber County, Utah. 06-128-0001 through 06-128-0017. ✓ MP

<u>Building</u>	<u>Unit #</u>
J	69-78
K	79-85

The following buildings and units in Country Hills Manor Condominium Phase No. 4, Ogden City, Weber County, Utah. 06-132-0001 through 06-132-0033. ✓ MP

<u>Building</u>	<u>Unit #</u>
L	86-92
M	93-104
N	105-111
O	112-118

EXHIBIT "B"

BYLAWS

FOR

**COUNTRY HILLS MANOR
CONDOMINIUM HOMEOWNERS
ASSOCIATION, INC.**

BYLAWS
FOR
COUNTRY HILLS MANOR CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

The following are the administrative Bylaws of Country Hills Manor Condominium Homeowners Association, Inc.

ARTICLE I

PLAN OF OWNERSHIP AND INCORPORATION

1. **Submission.** These Bylaws are adopted by the Owners of Units in Country Hills after having first been voted and approved by the Country Hills Unit Owners. These Bylaws shall govern the administration of Country Hills Condominium Homeowners Association, Inc., and the terms used herein shall have the same meaning as defined in the Restated Declaration, unless the context clearly indicates otherwise.
2. **Office and Registered Agent.** The Registered Agent of the Association shall be the President or Secretary of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
3. **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 at Country Hills shall be subject to and abide by these Bylaws.
4. **Definitions.** The terms used herein shall have the same meaning as set forth and defined in the Restated Declaration unless the context clearly indicates otherwise. The term "management committee" shall in all instances include and mean the Board of Directors of the Association.

ARTICLE II

ASSOCIATION

1. **Composition.** The Association of Owners is a mandatory association consisting of all Owners at Country Hills.
2. **Voting.** The Owner(s) of each Unit within the Association shall have one (1) vote per Unit regardless of the number of Owners holding title to a Unit.

3. **Place of Meeting.** Meetings of the Association shall be held at the Association Clubhouse 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 6:00 o'clock p.m. on the second Monday of June 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.

5. **Special Meetings.** The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by members representing at least twenty-five percent (25%) of the Units within 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.

6. **Notice of Meeting.** It shall be the duty of the Secretary to give 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. All notices shall be provided as stated in the following paragraph.

7. **Notices.** 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 as follows:

a) **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 given by such Owner to the Board of Directors for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Board of Directors.

b) **Electronic.** If notice is provided by electronic means, any notice delivered by the Association to Owners may be sent by generally accepted electronic means, which electronic notice includes but is not limited to text messages, Facebook, email, or the Association's website. The Association shall maintain a record of all Owners who are capable of receiving electronic notice and shall maintain records of all notices sent to Owners by electronic means, including the electronic address to which notice was sent. The Association secretary may send an electronic notice of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Owner by means other than by electronic notice.

(c) **Personal.** If notice is by personal means, notice may be delivered to Owners 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 rear entry door of the Owner's Unit.

8. **Voting Requirements.** The Unit shall be deemed to be in "good standing" and the Owner(s) "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, the Unit Owner shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, including but not limited to not being more than thirty (30) days delinquent in the payment of the Unit's Common Expenses or not having failed to pay any fine assessed by the Board. Where there is more than one Unit Owner of record, any or all of the Owners may attend any meeting of the Association, but they must act unanimously in order to cast the vote connected to their Unit.

9. **Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the 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 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 an Owner and his 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 at or before the meeting. Only individual Owners or the legal representative of an organizational Owner may be proxies.

10. **Quorum.** A majority of Owners representing 51% or more of the Units in Country Hills Manor shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Board shall have power to adjourn the meeting and reschedule it for a time no earlier than two (2) days nor more than thirty (30) days after the date set 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 majority vote of the Owners present at the meeting either in person or by proxy shall decide any question properly brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required notwithstanding.

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

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special Boards, if any;
- f) appointment of inspectors of election, if applicable;
- g) election of Board Members, if applicable;

- h) unfinished community 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 of 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 Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the 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 Project 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 Declaration and other provisions of these 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 as needed;
- 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 Project 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 Project Documents or who have created and failed to abate a nuisance;
- v) Assigning parking spaces; and
- w) Doing such other things and acts necessary to accomplish the foregoing.

2. **Composition of Board of Directors.** The Board of Directors shall be composed of seven (7) members of the Association.

3. **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership.

4. **Election and Term of Office of the Board.** The term of office of membership on the Board shall be two (2) years and each member shall serve on the Board until such time as his successor is duly qualified and elected.

5. **Initial Organizational Meeting.** The first meeting of the members of the Board shall be 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, electronically, by regular U.S. mail postage prepaid, 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 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 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. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Owners shall be filled by vote of the majority of the remaining members of the Board after notice has been sent to the Owners informing the Owners of the

vacancy and asking Owners to submit nominations to fill the vacant Board position. The Association's nominating committee may also submit names of Owners and make recommendations to the Board to fill the vacant Board position. At any time two (2) or more weeks after notice of the vacant Board position has been given to Owners, and after consideration of all candidates who have been nominated to fill the vacant Board position, the Board shall meet and appoint a new member to the Board at a meeting of the Board held for that purpose even though the total members remaining may constitute less than a quorum of the Board.

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 at which a quorum of the Association is present, 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 thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. A vacancy created by the removal of a Board 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.

12. Disqualification of Board Members. Any Board Member who misses more than thirty-three percent (33%) of the Board Meetings in any 12 month period shall be automatically removed from the Board. Also, a Board Member must be in good standing to remain serving on the Board. A Board Member shall be deemed to be in "good standing" if, and only if, the Board Member shall not be more than thirty (30) days delinquent in the payment of the Common Expenses owed in connection with his or her Unit. If a Board Member becomes more than thirty (30) days delinquent in the payment of Common Expenses, the Association treasurer shall provide written notice to the Board Member of the delinquency. The delinquent Board Member shall automatically be removed from the Board if he or she fails to cure the deficiency within ten days of receiving written notice of the delinquency.

13. 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. Nothing herein shall prevent the Association from independently contracting with a Board member to provide services to the Association as provided in Section 8.2 of the Restated Declaration.

14. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall maintain a record of 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.** A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so 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.

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.

15. **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.

16. **Board Member Communication.** Board members may use their private emails, computers, Ipads, cell phones, text messaging, Facebook page, or any other form of communication or electronic communication to communicate with other Board members regarding Association business. Because Board members are using their own personal electronic devices and are not being compensated or reimbursed by the Association for expenses associated with the ownership, purchase or use of these electronic communication devices, and because the Board members are entitled to an expectation of privacy when using their personal property for both personal communication and Board or Association business, none of the communications, records, devices or means used by Board members, whether to communicate with each other, with third parties, or with other Owners within the Association regarding Association or Board business shall be subject to being copied, reviewed, or subpoenaed by an Owner.

17. **Record Retention.** The Board shall retain Association records as set forth in Exhibit "1" attached hereto.

ARTICLE IV

NOMINATION AND ELECTION OF BOARD MEMBERS

1. **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.

2. **Nominating Committee.** Nominations for election to the Board shall be made by a Nominating Committee, whose purpose is to seek out and locate qualified individuals as candidates for election to the Association's Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the existing Board, and three or more additional members of the Association, who may or may not be current members of the Board. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Association at which an election will be held. The Nominating Committee shall serve for a term of one year. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of vacant Board seats to be filled. The Nominating Committee shall notify members that it is seeking qualified candidates and interview all candidates interested in serving

on the Board. The Association's Treasurer shall verify that an Owner is in good standing and therefore entitled to be placed on the Association's ballot. The Nominating Committee shall submit to the Board those names of candidates which a majority of the Nominating Committee recommend be placed on the Association ballot. Those nominated as candidates shall have the opportunity to communicate their qualifications to the members and to solicit votes.

3. **Nomination Approval.** Anyone nominated as a candidate prior to or at the Association's election meeting should have first granted their approval and affirmatively stated that he or she is willing to serve for the term if elected.

4. **Nominations.** The names of the candidates recommended by the Nominating Committee shall be included in the Notice of the annual meeting sent to members of the Association, and may be included on proxy and absentee ballots sent to members. Write-in candidates are permitted.

5. **Election.** At the annual meeting for the election of new Board members, the Board shall prepare and distribute a ballot to each Owner. Owners who do not attend the meeting may vote by proxy ballot or by absentee ballot. Each Unit is entitled to vote as provided in the Declaration and Bylaws. Voting shall be by secret ballot only if required by the Restated Declaration or Bylaws.

ARTICLE V

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 of Directors 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 of Directors 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 Boards; 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 file 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 records 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 Project.

8. **No Criminal Record.** No person is eligible to be elected to, nominated for, or to sit as a member of the Board (a) who has been convicted of any felony crime within 15 years of the date he or she is nominated for a position on the Board; (b) who is currently on parole or probation for any crime, (c) who at any time within the 15 years of the date he or she is nominated for a position on the Board been on parole or probation for any crime, or (d) who at any time in his or her life been convicted of a crime involving in any way the handling of money.

ARTICLE VI

FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on June 1 of each year terminating on May 31 of the following 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 VII
AMENDMENT TO BYLAWS**

These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

**ARTICLE VIII
NOTICE**

1. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Restated Declaration, or of these Bylaws, a waiver thereof, in writing, 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 IX
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.

2. **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). 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 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 Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. **Waiver.** No restriction, condition, obligation, or provision of these 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 Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. **Construction.** Whenever in these 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 Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

CERTIFICATION

It is hereby certified that these Bylaws have been voted on and approved by the Unit Owners at Country Hills Manor Condominium.

IN WITNESS WHEREOF, this 30 day of MAY, 2012

By Marie W. Francis
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 30 day of May, 2012, personally appeared before me Monica Dolan who, being by me duly sworn, did say that (s)he is President of the Country Hills Manor Condominium Board of Directors and that the within and foregoing instrument was signed in behalf of said Board and (s)he duly acknowledged to me (s)he executed the same.

~~_____
Notary Public~~



EXHIBIT "1"

Country Hills Manor Condominium Homeowners Association**RECORD RETENTION POLICY**

This record retention schedule shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

Description of Record	Retention Period
Articles of Incorporation	Permanent
Declaration of Covenants, Conditions, and Restrictions (including amendments)	Permanent
Corporate or Association Bylaws	Permanent
Association Plat Maps	Permanent
Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members (U.C.A §16-6a-1601 (5)(c))	Permanent
Minutes of all meetings board of directors	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or board of directors without a meeting	Permanent
A record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the nonprofit corporation	Permanent
Record of all waivers of notices of meetings of members and of the board of directors or any committee of the board of directors	Permanent
Architectural Modifications- Approved and Disapproved	Permanent
Architectural Guidelines (current and past)	Permanent
Association or Community Rules	Current and Past 6 Years
Ownership/Membership Records	Current and Past 6 Years
All written communications to members generally as members	6 years
A list of the names and address of current directors and officers	Current and past 4 Years
A copy of the most recent annual report delivered to the division under Section (U.C.A §16-6a-1607)	Current and Past 4 Years
Financial records and statements, including invoices, tax returns, checks, etc	3 years