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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MELINDA SPRINGER
BY: CBA, DEPUTY - WI 14 P.

AMENDED BYLAWS
OF
THE BLACKJACK OWNERS ASSOCIATION
A NONPROFIT CORPORATION

Initial bylaws for the Blackjack Owners Association (the "Association") were adopted contemporaneously with the initial Declaration of Condominium for Blackjack Condominium Lodge. The initial bylaws reserved to the Owners and the Association the right and authority to amend the initial bylaws upon the affirmative vote of the Owners holding a majority of the votes cast at a properly noticed regular or special meeting. The Board of Trustees of the Association, having obtained the necessary votes to amend the initial bylaws, hereby adopts these Amended Bylaws of the Blackjack Owners Association (these "Bylaws"). These Bylaws replace and supersede any previous bylaws in all respects. These Bylaws and any valid amendments thereto shall apply to the Association upon their recording and shall bind all present and/or future Owners and Occupants of the Project.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is The Blackjack Owners Association.

1.02 Offices. The principal office of the Association shall be at The Blackjack Condominium Lodge (the "Project") located at 9021 S. Blackjack Road, Alta, UT 84092. The address of the Association and the address of the Association's registered agent, or other authorized representative may change from time to time. Any Person giving notice or making payment to the Association should verify the most current addresses for the Association on file with the Utah Division of Corporations and Commercial Code.

ARTICLE II
DEFINITIONS

2.01 Definitions. Except as otherwise defined herein or required by the context hereof, capitalized terms in these Bylaws are defined in the Amended and Restated Declaration of Condominium for the Blackjack Condominium Lodge (the "Declaration").

ARTICLE III
MEMBERS

3.01 **Annual Meetings.** The annual meeting of members shall be held on such date and at such time and location as may be determined by the Board of Trustees, for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members or by written ballot in lieu of a meeting as soon thereafter as may be convenient.

3.02 **Special Meetings.** Special meetings of the members may be called by the Board of Trustees, the President, or upon the written request of members holding not less than twenty percent (20%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.03 **Place of Meetings.** The Board of Trustees may designate any place in Salt Lake County, Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees but shall endeavor to hold such meetings at the principal office of the Association or as close thereto as is reasonably practicable.

3.04 **Notice of Meetings.** The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. Consistent with the Utah Revised Nonprofit Corporation Act and the Declaration, notice of meeting may be given by electronic mail, first- class mail, or any other method of giving notice that is fair and reasonable under the circumstances. If an Owner fails to provide the Association with a current mailing and email address as required under the Declaration, address of member's Unit may be deemed to be the Owner's address for purposes of notice hereunder.

3.05 **Members of Record.** Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such owner, which copy shall be maintained in the records of the Association. For the purpose of determining members

entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The individuals or entities appearing in the records of the Association on such record date as the owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.06 Quorum. The Owners and holders of proxies entitled to vote present at any annual or special meeting of the members shall constitute a quorum for the transaction of business.

3.07 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by the member's attorney duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 Votes. With respect to each matter, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit or Units of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. At each election of Trustees, each member entitled to vote at such election shall have the right to accumulate his/her/their votes by giving one candidate as many votes as shall equal the number of Trustees to be elected multiplied by the number of votes relating to his/her/their membership, or by distributing such votes on the same principle among any number of candidates. The election of Trustees shall be by secret ballot. If a

membership is jointly held, all or any holders thereof may attend each meeting of the members, but such holders must act unanimously to cast the votes relating to their joint membership. Notwithstanding, the vote of any member with a joint membership interest, in person or by proxy, will be presumed to be the vote of all of the joint membership holders in the absence of a prompt objection by the other joint membership interest holder(s).

3.09 Action without a Meeting. Any action that is required or permitted to be taken by the members at any annual or special meeting of the members may be taken without a meeting if consents in writing, setting forth the action taken, are signed by the members holding not less than the minimum percentage of the Total Votes of the Association necessary to authorize or take the action at a meeting. Unless the written consents of all members entitled to vote have been obtained, notice of any action approved without a meeting shall be given to all members at least ten (10) days before the consummation of the action. Any member or proxy holder giving written consent may revoke the consent by a signed writing: describing the action, (b) stating that the member's prior consent is revoked, and (c) that is received by the Association prior to the effectiveness of the action. A member action taken pursuant to this § 3.09 is not effective unless all written consents on which the Association relies for taking such action are: (a) received by the Association within a sixty (60) day period; and (b) not revoked. A member may deliver written consent by electronic means, including email. An electronically transmitted consent will be deemed to be written, signed, and dated if the electronic transmission is transmitted by the member and the date of transmission can be determined. The date of electronic transmission of a member's consent shall be considered the date on which the consent is signed. Any action taken under this § 3.09 shall have the same effect as an action taken at a meeting of the members and may be so described in any document.

ARTICLE IV **BOARD OF TRUSTEES**

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the members. The Board of Trustees may, by written contract, delegate, in whole or in part, to a professional management organization or

person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 Number, Tenure, and Qualifications. The number of Trustees of the Association shall be three (3). The term of a Trustee shall be three (3) years. Trustees must be members of the Association and current on all Assessments. For purposes of service on the Board of Trustees, a “member” of the Association may include the spouse of a member.

4.03 Regular Meetings. The Board of Trustees shall hold regular meetings at least quarterly, or more often, in its discretion. Consistent with the Act, Owners may attend meetings and may be present for all discussions, deliberations, and decisions except when the Board of Trustees is in executive session.

4.04 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The individual or individuals authorized to call special meetings of the Board of Trustees may fix any place, within Salt Lake County, Utah, as the place for holding any special meeting of the Board of Trustees. Notice of any special meeting shall be given at least five (5) days prior thereto-by written notice delivered personally, emailed, or mailed to each Trustee at the address provided to Association by the Trustee. Any Trustee may waive notice of a meeting.

4.05 Executive Session. The Board of Trustees may, by motion and a vote, continue deliberations and discussions in any meeting in executive session and, if it enters executive session, shall discontinue any executive session by motion and a vote. The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board of Trustees. Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session. Executive sessions may be held to discuss and make decisions related to the following matters:

- (a) 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 counsel;

(b) 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;

(c) Association employee and personnel issues, including reviews, discipline issues, termination issues, salary issues, and the terms of employment; and

(d) 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.

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

4.07 Compensation. No Trustee shall receive compensation for any services that he/she may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.08 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the Total Votes of the Association at a special meeting of the members duly called for such purpose.

4.09 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board of Trustees occurring by reason of removal of a

Trustee may be filled by election by the members at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her/their predecessor or for the term of the newly created Trusteeship, as the case may be.

4.10 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if each Trustee, in writing, either: votes for the action; or votes against or abstains from voting, and opts not to exercise his/her right to demand that action not be taken without a meeting. Action is taken under this § 4.10 is effective only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Trustees then in office were present and voted. A Trustee may revoke his/her/their vote on any proposed action by communicating, in writing, that the Trustee has changed his/her/their vote on the action. To be effective, the revocation must be received before receipt of the final consent necessary for the action to be effective. An action approved of pursuant to this § 4.10 is effective when the last writing necessary to satisfy this section is received by the Association. Action taken pursuant to this § 4.10 has the same effect as action taken at a meeting of the Board of Trustees and may be described as an action taken at a meeting of the Board of Trustees in any document. For purposes of this § 4.10:

(a) A “writing” shall include email, text, or any other physical or electronic document sent to the address of the sender using the same address and means of communication as was used to send the request for approval of an action item or sent to any address in regular use (including an email address or phone number) by the person sending the request.

(b) A communication shall satisfy the requirement to “describe the action taken” if it is in the form of an email or text and it includes with the email or text the content of prior emails or texts in the chain of communication that describe or include the proposed action; or the writing from the Trustee otherwise reasonably describes or references the proposed action.

ARTICLE V
OFFICERS

5.01 **Number.** The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.02 **Election, Tenure, and Qualifications.** The officers of the Association shall be chosen by the Board of Trustees annually at the first quarterly meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer shall hold his/her/their office until the first quarterly meeting of the Board of Trustees the following year and until his/her/their successor shall have been chosen and qualified, or until death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one individual may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President; the Secretary, and the Treasurer shall be and remain Trustees of the Association during the entire term of their respective offices. No other officer need be a Trustee.

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

5.04 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees any time, for or without cause.

5.05 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if

a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the members. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him/her.

5.07 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees. The minutes shall include, at a minimum: (a) the identification of the Persons present at the meeting in person and by proxy; (b) the date of the meeting; (c) the identification of any issue that is voted on or decided in the meeting; (d) the number of votes cast for and against any issue decided upon; and (e) the exact wording of any motion or resolution passed at the meeting. Notwithstanding, the failure to take appropriate minutes does not invalidate any action taken at a meeting. Draft meeting minutes for each meeting of the Owners shall be made available upon request consistent with the Act. Notwithstanding, the failure to take or maintain minutes of any meeting shall not operate to invalidate any action properly taken at such meeting. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary shall perform such other duties as the Board of Trustees may require.

5.08 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees and shall report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board of Trustees and at such other times when requested by the President. The Treasurer shall perform such other duties as the Board of Trustees may require.

5.09 Compensation. No officer shall receive compensation for any services that he/she/they may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI
COMMITTEES

6.01 Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for services that he/she/they may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except' as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers. and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report-such proceedings to the Board of Trustees.

6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, the Board of Trustees, or the presiding officer of the committee of which he/she/they is/are a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the

then-total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII INDEMNIFICATION

7.01 Specific Indemnification. The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association, or any person who may have served at the request of the Association as a trustee, director, or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him/her/them in connection with the defense of any action, suit, or proceeding in which he/she/they is/are made a party by reason of being or having been such Trustee, director, or officer, except in relation to matters as to which he/she/they shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty or criminal conduct.

7.02 General Indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and officers and all former Trustees and officers of the Association, and all persons who may have served at the request of the Association as a Trustee, director, or officer of another corporation or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted, except in relation to matters as to which he/she/they shall be adjudged in any action, suit, or proceeding to have been grossly negligent or engaged in willful misconduct in the performance of a duty or engaged in criminal conduct. The Association, its officers and Trustees, shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the members, vote of disinterested Trustees, or otherwise.

7.03 Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund referred to in the Declaration, insurance on behalf of any person who was or is a Trustee or officer of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted

against him/her/them or incurred by him/her/them in any such capacity or arising out of his/her/their status as such, whether or not the Association would have the power to indemnify him/her/them against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

ARTICLE VIII FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December each year, except that the first fiscal year shall begin on the date of incorporation.

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

ARTICLE IX RULES AND REGULATIONS

9.01 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation or the Declaration. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of a majority of the Total Votes of the Association.

ARTICLE XI
WAIVER OF IRREGULARITIES

11.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls for or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

(a) if the objecting person was in attendance at the meeting, they are waived if no objection to the particular procedural issue is made at the meeting;

(b) if the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within sixty (60) days of the date the meeting is held;

(c) if the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within ninety (90) days of the date of the meeting;

(d) if the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within ninety (90) days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting;

(e) for any action, vote, or decision that occurred without a meeting, within one hundred and twenty (120) days of receiving actual notice of the occurrence of the action, vote, or decision.

11.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific, shall include identification of the specific provision of the Governing Document or other law that has been violated, and shall include a brief statement of the facts supporting the claimed violation.

11.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

(a) Any failure to comply with the provisions of the Declaration.

(b) Any failure to obtain the proper number of votes required to pass a particular measure.

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DATED: MARCH 5, 2019

BLACKJACK OWNERS ASSOCIATION

By: Jerome Wile

Its: [Signature]
President

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5th day of MARCH, 2019 personally appeared before me JEROME WILE, who duly acknowledged to me that he/she/they is/are the duly elected President of Blackjack Owners Association and executed the foregoing Amended Bylaws of the Blackjack Owners Association on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:
12-16-21

