

**AMENDED AND RESTATED
BYLAWS
OF
900 SOUTH TEMPLE
CONDOMINIUM ASSOCIATION**

These Amended and Restated Bylaws (the "Bylaws") are hereby adopted and established as the bylaws of the 900 South Temple Condominium Association (the "Association"). The Bylaws shall apply to the Association upon their recording and shall bind all present and/or future Owners and Occupants.

ARTICLE I: DEFINITIONS

- 1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 900 SOUTH TEMPLE ("the Declaration"), as amended, shall have the same defined meanings when used in these Bylaws.
- 1.2 **Notice.** Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

ARTICLE II: MEETINGS AND VOTES OF THE OWNERS

- 2.1 **Annual Disclosures to Owners and Vote by Ballot or Alternatively at Annual Meeting.**
 - (a) *Annual Disclosure of Information to Owners.* No later than November 1 of each year, the Committee shall deliver the following written information to the Owners:
 - (1) The names of Owners standing for election as Committee members;
 - (2) So long as required by law, the most recent reserve study and a description of reserve funding options;
 - (3) The proposed budget for the next calendar year;
 - (4) Any annual insurance report announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible;
 - (5) If no earthquake insurance or flood insurance has been obtained, the Committee's views on whether such insurance should be obtained; and
 - (6) Information relevant to any other business that should be brought to the attention of the Owners.

- (b) *Annual Distribution of Written Ballots to Owners.* No later than November 15 of each year, the Committee shall deliver to each Owner a written ballot for a vote of the Owners on the following:
 - (1) Election of candidates for membership on the Committee;
 - (2) So long as required by law, a vote on whether and how to fund the reserve account;
 - (3) Approval of the proposed budget for the next calendar year;
 - (4) If no earthquake insurance or flood insurance has been obtained, a vote to confirm this decision; and
 - (5) Any other matter that the Owners should vote upon and for which the Owners were sent information.
- (c) *Casting of Ballots or Request for Annual Meeting.* No later than November 30 of each year, each Owner shall either (i) cast a ballot by delivering to the President a completed ballot, or (ii) request in writing to the President that an annual meeting be held for the purpose of discussing and voting on the matters presented in the ballot. The Committee may, and if the Owners of more than two Units request an annual meeting the Committee shall, call an annual meeting. The Committee shall deliver to the Owners at least 15 days' written notice of the date, time, and location of the meeting. If an annual meeting is held, any written ballots received by the President shall be null and void, and the questions on the ballots shall be decided by a vote of the Owners at the meeting in person or by proxy.
- (d) *Notification of Results of Election or Approval and Distribution of Minutes.* If the questions on the ballot are decided by ballots cast, the Committee shall promptly notify the Owners in writing of the results of the election. If the questions on the ballot are decided by a vote of the Owners at an annual meeting, the Committee shall deliver draft minutes of the meeting to the Owners in accordance with Section 2.11 of these Bylaws. The Committee shall approve the minutes of the annual meeting within 90 days of the meeting.

2.2 Special Meetings.

- (a) *Who May Call.* Special meetings of the Owners may be called by the Committee, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the Undivided Interest of the Association.
- (b) *Requirements for Request of Owners.* Any written request for a special meeting by the Owners shall include the signature of each Owner affirmatively supporting such request along with a statement of the purpose of

the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Manager, or the President, who shall then call a special meeting, provide notice of the special meeting, and conduct a special meeting within sixty (60) days of receipt of the request that shall address the purpose identified on the request, but no other issues.

- 2.3 **Place of Meetings.** The Project shall be the place for any annual or special meeting unless special circumstances make it unavailable, in which case the meeting shall be held within five miles of the location of the Project.
- 2.4 **Meetings by Telecommunications.** Any or all of the Owners may participate in an annual or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Committee may establish procedures and rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting.
- 2.5 **Notice of Meetings.** The Committee shall cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners, whether annual or special, to be delivered to the Owners, not more than sixty (60) nor less than ten (10) days prior to the meeting.
- 2.6 **Owners of Record.** For the purpose of determining Owners entitled to vote by ballot or to notice of any meeting of the Owners, or any adjournment thereof, the Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The Persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Property shall be deemed to be the Owners of record **entitled to vote by ballot or to notice of any meeting of the Owners at which a vote is taken.**
- 2.7 **Quorum.** At any meeting of the Owners, the presence of Owners holding, or holders of proxies entitled to cast, more than thirty percent (30%) of the Undivided Interest of the Association, or Owners representing five (5) or more Units shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than fifteen (15) days at which time the owners present shall constitute a quorum. In the case of any such postponement, notice of the meeting shall again be provided to all owners at least seven (7) days before the postponed meeting which shall include the statement: "The meeting will occur without any requirement for a minimum number of owners present."

- 2.8 **Proxies.** At each meeting of the Owners, each Owner 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 Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one Owner of such Unit or that Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act may set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered to the Secretary of the Association or to such other officer or person who has been authorized by the Association to accept proxies at the meeting. Such instrument shall be delivered either prior to or at the meeting, but no later than any point after the start of the meeting at which it is announced by the person in charge of the meeting as the final time to deliver proxies.
- 2.9 **Votes.** With respect to each matter submitted to a vote of the Owners by ballot or at a meeting, each Owner entitled to vote shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit(s) of such Owner, as shown in the Declaration. The affirmative vote of Owners holding the majority of the Undivided Interests entitled to be cast by ballot or by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Revised Nonprofit Corporations Act. When more than one Owner holds an interest in a Unit, any Owner may exercise the vote for such Unit on behalf of all co-Owners of the Unit. In the event of two conflicting votes by co-Owners of one Unit, no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum at a meeting. In no event shall fractional votes be exercised in respect to any Unit.
- 2.10 **Ballots and Written Consent.** The Association may, consistent with the requirements of the Revised Nonprofit Corporation Act, utilize (i) written consents to take action without a meeting or (ii) ballots. Any Owner may deliver a written consent or a ballot by electronic transmission. A written consent or ballot delivered by electronic transmission is considered to be written, signed and dated for purposes of action without a meeting if the written consent or ballot is delivered with information from which the Association can determine that the written consent **or** **ballot** was sent by the member and the date on which the written consent or ballot was transmitted.
- 2.11 **Minutes of Meetings.** Minutes shall be taken of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present at the meeting in person and by proxy, (2) the determination of whether a quorum was achieved, (3) the date of the meeting, (4) the identification of any issue that is voted on or decided in the meeting, (5) the number of votes cast for and against any issue decided upon, (6) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting. Draft meeting minutes for each meeting of

the Owners shall be sent to all Owners within twenty-one (21) days of the annual meeting.

- 2.12 **Electronic and Other Means of Voting.** The Association may utilize online, telephonic, electronic, email, remote, and any other means of member voting and meetings to the extent not prohibited by the Act and the Revised Nonprofit Corporation Act.

ARTICLE III: MANAGEMENT COMMITTEE

3.1 **Number, Tenure, Qualifications, and Election.**

- (a) *Number of Members.* The Committee shall be composed of three (3) persons.
- (b) *Member Requirements.* To be on the Committee, a Person must be an Owner or spouse of an Owner and over the age of eighteen years old. If an Owner is an entity or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Committee. Only one Committee Member may serve per Unit. Any candidate or member of the Committee shall, upon a request by any Owner, produce sufficient documentation establishing that person's right to serve on the Committee.
- (c) *Term.* The term of each Committee Member shall be two (2) years. The terms of the Committee Members shall overlap so that two (2) Committee Members shall be elected one year, one (1) the next year, then back to two (2) the following year, and so on.
- (d) *Nominations.* An Owner may submit his or her own name or the name of any other Owner to serve on the Committee. Nominations shall be submitted to the Association Secretary any time prior to the annual disclosure required in Section 2.1(a). If the Association gives advance notice of any person seeking election to the Committee in a notice, ballot, or proxy; it shall include the names of every person nominated prior to the preparation and mailing of the notice. Nominations may be **also** submitted from the floor of any meeting in which Committee elections are held.
- (e) *Disqualification.* If any Committee Member is alleged to not meet the qualification requirements in the Declaration and any Committee Member is notified of or discovers this alleged lack of qualification, the Committee shall promptly investigate and verify whether the Committee Member is qualified or not, and during this period shall not make any further decisions. If the Committee Member is not qualified, the Committee Member's membership on the Committee shall terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date that the Committee established that the Committee Member was not qualified. If a Committee Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the

Committee, the decisions and actions of the Committee and that Committee Member are not subject to challenge on this basis up to the time that the Association is notified in writing as provided for in this section or until the Committee Member is disqualified if no such notice is provided.

- (f) *Removal for Failure to Participate.* If any Committee Member shall fail to appear (in person or by some other means allowing for participation) at four (4) successive regular Committee meetings or fifty percent (50%) or more of the regular meetings within the preceding 12 months, after having received proper notice of the meetings and after the Committee has attempted in good faith to schedule meetings consistent with all of the Committee Member's schedules, the other Committee Members may by unanimous vote, except for the Committee Member to be removed, remove that Member and appoint a new Member.

3.2 Meetings.

- (a) *Regular Meetings.* The Committee shall hold regular meetings at least quarterly, and more often at the discretion of the Committee.
- (b) *Who Is Entitled to Attend.* All regular meetings shall be open to all Owners. Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Committee is in executive session.
- (c) *Special Meetings.* Special meetings of the Committee may be called by or at the request of any two (2) Committee Members or the President of the Association. Notice of any special meeting shall be given at least 48 hours prior thereto to each Committee Member. No notice of special meetings is required to be provided to Owners, although any Owner may attend any special meeting if the Owner appears at the physical location of the meeting in person.
- (d) *Quorum and Manner of Acting.* Two (2) Committee Members shall constitute a quorum for the transaction of business at any meeting of the Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present and for which proper notice was provided to the Committee Members shall be the act of the Committee. The Committee Members shall act only as a Committee, and individual members shall have no powers as such.
- (e) *Notice to Owners.* Any Owner may request notice of Committee meetings by requesting such notice from either a Committee Member or the Manager and providing a valid email address at which the Member will receive notice. Any Owner who has requested notice of Committee meetings shall be given notice along with the Committee members.

- (f) *Owner Comments at Committee Meetings.* At each Special or Regular Meeting of the Committee, the Committee shall provide each Owner who wishes to speak a reasonable opportunity to offer comments. The Committee may select a specific time period during the meeting and limit Owner comments to such a time period. The Committee may set a reasonable length of time that each Owner may speak.
- (g) *Attendance by Telephone or other Electronic Communication.* The Committee may allow attendance and participation at any meeting of the Committee by telephone or any other means that allows for the Committee Members to communicate orally in real time including, but not limited to, means such as web conferencing, video conferencing, or telephone conferencing. If the Committee meets by electronic communication, the Committee must provide information necessary to allow any Owner who has requested notice of meetings the ability to participate by the available means of electronic communication.
- (h) *Place and Notice of Meetings.*
 - (1) The Committee may designate any place in Salt Lake County as the place of meeting for any regular meeting called by the Committee but shall in good faith attempt to hold meetings at the Project or in as close a proximity to the Project as reasonably possible.
 - (2) All Committee Members and Owners shall be given at least seven (7) days' notice of regular meetings. Owners requesting notice of regular meetings by email shall be provided email notice at the email address the owner provides not less than 48 hours before the meeting. No notice is required to Owners of a Committee meeting if: (a) the meeting is to address an emergency; and (b) each Committee Member receives notice of the meeting less than 48 hours before the meeting.
 - (3) The notice to Owners in part (2) above shall include: (a) the time and date of the meeting, (b) the location of the meeting, and (c) if a Committee Member may participate by means of electronic communication, the information necessary to allow a unit owner to participate by the same means of electronic communication.
- (i) *Minutes of Committee Meetings.* Minutes shall be taken of all regular and special Committee meetings. The minutes shall include, at a minimum, (1) the identification of the Persons present at the meeting, (2) the determination of whether a quorum was achieved, (3) the date of the meeting, (4) the identification of any issue that is voted on or decided in the meeting, (5) the number of votes cast for and against any issue decided upon, (6) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting.

(j) *Executive Session.*

- (1) The Management Committee or any other Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. If they enter executive session, they shall discontinue any executive session by motion and a vote.
- (2) Executive sessions may be held to discuss and make decisions related to the following matters:
 - (i) 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;
 - (ii) 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;
 - (iii) Association employee and personnel issues, including reviews, discipline issues, termination issues, salary issues, and the terms of employment;
 - (iv) To discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
 - (v) 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.
- (3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Committee.
- (4) 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
- (5) The minutes of the meeting at which an executive session is held shall include:
 - (i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "to discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."
 - (ii) Any decisions made during executive session.

- (6) Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members of the Committee.

3.3 Informal Action and Action by Committee Members Without a Meeting.

- (a) Any action required or permitted by law or the governing documents to be taken at a Management Committee's meeting may be taken without a meeting if notice is transmitted in writing by letter or electronic transmission to each member of the Committee and either:
 - (1) each Committee Member consents in writing (i.e. via letter or electronic transmission); or
 - (2) each member of the Committee by the time stated in the notice takes one of the following actions:
 - (i) signs a writing for such action; or signs a writing against such action, abstains in writing from voting, or fails to respond or vote; or
 - (ii) fails to demand in writing that the action be taken at a meeting
- (b) Notice under 3.3(a) shall state, at a minimum:
 - (1) the action to be taken,
 - (2) the time by which the Committee Member must respond to the notice, and
 - (3) that failure to respond by the time stated in the notice will have the same effect as abstaining, and failing to demand in writing that the action not be taken without a meeting shall constitute a waiver of that right.
- (c) An action taken pursuant to this section shall not be effective unless the Association receives writings:
 - (1) describing the action taken;
 - (2) signed by each Committee Member; and
 - (3) not revoked pursuant to subsection 3.3(e).
- (d) Action taken under this section 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 Committee Members then in office were present and voted.

- (e) A Committee Member may revoke consent to any action given pursuant to this section by communicating in writing that the member has changed his or her vote, with a description of the action. To be effective, the revocation must be received before receipt of the final consent necessary for the action to be effective.
- (f) The Committee may utilize online, telephonic, electronic, email, remote, and any other means of Committee Member voting to the extent not prohibited by the Act and the Revised Nonprofit Corporation Act.
- (g) An action approved of pursuant to this section is effective when the last writing necessary to satisfy this section is received by the Committee.
- (h) Action taken pursuant to this section has the same effect as action taken at a meeting of the Committee and may be described as an action taken at a meeting of the Committee in any document.
- (i) For purposes of this section:
 - (1) “Signed” or “signature” is any indication on the document, whether paper or electronic, that the document is from and consented to by the person who is purported to have sent it. For example, a typed name at the bottom of an email satisfies the signature requirement.
 - (2) “Writing” shall refer to an email, letter, facsimile, or any other physical or other electronic transmission.
 - (3) Communications may be by email, facsimile, hand delivery, mail, or other electronic or physical means.
 - (4) Any response to any electronic communication shall be:
 - (i) to the address of the sender using the same address and means of communication as was used to send the request for consent of an action, such as email, facsimile, or hand delivery; or
 - (ii) to any address in regular use, electronic, telephonic, or physical, by the Person sending the request.
- (j) A communication shall satisfy the requirement to “describe the action taken” if:
 - (1) it is in the form of an email and it includes with the email the content of prior emails in the email chain that describe or include the proposed action;

- (2) it is in the form of a facsimile and it includes either as a separate page or on the page in which a response is given, the request for action or a description of the proposed action; or
 - (3) the writing from the Committee Member sufficiently describes or restates the proposed action.
- 3.4 **Compensation.** No Committee Member shall receive compensation or discounts in assessments for any services that he/she may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in the performance of his/her duties as a Committee Member, but only to the extent that such expenses are pre-approved by a unanimous vote of the Committee and any monetary distributions to Committee Members or discounts in assessments are disclosed to all Owners in a monthly report.
- 3.5 **Resignation and Removal.** A Committee Member may resign at any time by delivering a written resignation to any other member of the Committee or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Committee Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least fifty percent (50%) of the Undivided Interest of the Association. This vote must be taken at a special meeting of the Owners called for that purpose. If the Owners vote to remove all of the members of the Committee, they shall immediately thereafter and at the same meeting elect new members of the Committee using the procedures normally applicable for election of Committee members at an annual meeting. If the Owners vote to remove less than all of the members of the Committee, the Owners may vote to elect replacement members at the special meeting. If the Owners vote to remove less than all of the members of the Committee and either due to inadvertence or choice do not elect replacements at the special meeting, the remaining members of the Committee, by majority vote, shall appoint replacement members for the remainder of the term of the Committee Members who were removed.
- 3.6 **Vacancies.** If vacancies shall occur in the Committee by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Committee Member, the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, even though less than a quorum may be available.

ARTICLE IV: OFFICERS

- 4.1 **Officers.** The officers of the Association shall be President, Vice President, and Secretary/Treasurer.
- 4.2 **Election, Tenure and Qualifications.** The officers of the Association shall be chosen by the Committee annually at the first meeting of the Committee **following**

the vote provided for in section 2.1 and thereafter at any time. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. All officers must be members of the Committee during the entire term of their respective offices.

- 4.3 **Subordinate Officers.** The Committee 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 Committee may from time to time determine. Subordinate officers need not be members of the Association.
- 4.4 **Resignation and Removal.** Any officer may resign any officer position at any time by delivering a written resignation to any Committee Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. At any time, the Committee may appoint new or different officers, with or without cause.
- 4.5 **Vacancies and Newly Created Offices.** If any vacancy shall occur by any cause, such vacancies may be filled by the Committee at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Committee shall ensure that the duties and responsibilities of the office are performed.
- 4.6 **The President.** The President shall preside at meetings of the Committee and at meetings of the Owners. At all meetings, the President shall have all authority typically granted to the person presiding over a meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive persons who may include but not be limited to any Person who (i) refuses to abide by rules or requests of the presiding person related to the order of the meeting and when speaking is permitted, or (ii) engages in vulgar, threatening, or otherwise inappropriate language or gestures, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order" and (4) the right to designate the Manager or any other Person to preside over any meeting at which the President is present. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Committee. The President shall have the general authority to implement decisions of the Committee and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without committee approval as is necessary and prudent to preserve and protect the Project. The President shall be responsible for the duties of any other office while that office is vacant.
- 4.7 **The Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's resignation, absence, inability, or refusal to act. The Vice President shall perform such other duties as required by the Committee.

- 4.8 **The Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Committee may require such person to keep. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Committee, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Committee. The Secretary/Treasurer shall have the authority and obligation to generally implement the requirements of the Governing Documents as they relate to the funds of the Association, including the requirement to obtain a review by an independent accountant every three years and the preparation and filing of appropriate tax returns. The Secretary/Treasurer shall also act in the place and stead of the President in the event of the President and Vice President's resignation, absence, inability, or refusal to act. The Secretary/Treasurer shall perform such other duties as required by the Committee.
- 4.9 **Compensation.** No officer shall receive compensation or discounts in assessments for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer, but only to the extent that such expenses are pre-approved by a unanimous vote of the Committee, and any monetary distributions to Committee Members or discounts in assessments are disclosed to all Owners in a monthly report.

ARTICLE V: SUB-COMMITTEES

- 5.1 **Designation of Committees.** The Management Committee may from time to time designate such committees (each a "Committee") 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 one (1) Management Committee Member. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in the minutes. The Management Committee may terminate any Committee at any time.
- 5.2 **Proceedings of Committees.** Each Committee designated hereunder by the Management Committee 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. If required by the Committee, each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Committee.
- 5.3 **Quorum and Manner of Acting.** The Committee may establish any procedural or quorum requirements for voting by the committee. The members of any Committee designated by the Committee hereunder shall act only as a Committee, and the individual members thereof shall have no powers, as such. A Committee may exercise the authority granted by the Management Committee.

- 5.4 **Resignation and Removal.** Any Committee member may resign at any time by delivering a written resignation to any member of the Committee or any presiding officer of the Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Committee may at any time, with or without cause, remove any member of any Committee.
- 5.5 **Vacancies.** If any vacancy shall occur in any Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Committee, constitute the then total authorized membership of the Committee and, provided that two (2) or more members are remaining, may continue to act. A vacancy may be filled at any meeting of the Management Committee.

ARTICLE VI: INDEMNIFICATION

- 6.1 **Indemnification.** No Committee Member, officer, or member of a Committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Committee Member, officer, or Committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Committee Member, officer of the Association, or a member of a duly formed Committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Committee Member, officer of the Association, or member of a Committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken as such Committee Member, officer, or Committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.
- 6.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any statute, agreement, vote of disinterested Committee Members, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided shall continue as to any person who has ceased to

be a Committee Member, officer, Committee member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

- 6.3 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association by the Committee, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII: AMENDMENTS

- 7.1 **Amendments.** Except as otherwise provided herein or by the Act, these Bylaws may be amended by the affirmative vote of Owners holding Undivided Interests totaling not less than sixty-seven percent (67%) of the total Undivided Interest. The approval required to amend the Bylaws may be obtained by ballot, vote, or any other means allowed by law. The vote of approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.
- 7.2 **Execution of Amendments.** Upon obtaining the required vote, an amendment shall be signed by the President, who shall certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration shall be effective when the amendment has been recorded in the office of the Recorder of Salt Lake County, Utah.

ARTICLE VIII: WAIVER OF IRREGULARITIES

- 8.1 **Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls 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 was made at the meeting,
 - (b) If the objecting Person was not in attendance at the meeting but had proper notice of the meeting, they are waived if no objection to the particular procedural issue was made within sixty (60) days of the date the meeting was 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 was 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 twenty (120) days of receiving actual notice of the occurrence of the action, vote, or decision.

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

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

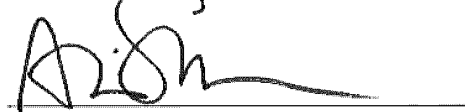
- (a) Any failure to comply with the provisions of the Declaration.
- (b) Any failure to obtain the proper number of votes, consents, or approvals required to approve of or take a particular action.
- (c) Any failure to obtain a proper quorum.

The President of the 900 South Temple Condominium Association hereby signs below and certifies that the required sixty-seven percent (67%) vote was obtained through the casting of written ballots of the members and is so documented in the records of the Association.

IN WITNESS WHEREOF, the Association has executed these Bylaws.

Dated this 12th of October, 2020.

**900 SOUTH TEMPLE
CONDOMINIUM ASSOCIATION**



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

On this 12 day of October, 2020, the signer of this instrument, whose identity is personally known to me, personally appeared before me and who by me duly sworn/affirmed, did say that he is the President of the 900 South Temple Condominium Association and that said document was signed on behalf of and under authority of the 900 South Temple Condominium Association.

By: Sharon Bawden
Notary Public

