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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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**BYLAWS
OF THE
OLDE TOWNE CENTREP.U.D., INC.,
A UTAH NONPROFIT CORPORATION**

Woods Cross, Davis County, Utah

06-406-0001 → 0045 & 0047

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THESE BYLAWS OF OLDE TOWNE CENTRE the OLDE TOWNE CENTREP.U.D., INC. ("Association") pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively as "the Acts").

RECITALS

1. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Owners, to provide for the ability to more effectively govern and operate the Association, and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment desired at the Project.
2. All present and future Lot Owners, tenants, guests, or any other persons who enter the Project are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

**ARTICLES II
MEMBERS**

2.1 **Annual Meetings.** The annual meeting of the Members shall be held each year during the month of January on a day and at a time established by the Board. The purpose of the annual meeting shall be electing Directors and transacting such other business as may come before the meeting. If the election of Directors cannot be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board may from time to time by resolution change the date and time for the annual meeting of the Members.

2.2 **Special Meetings.** Special meetings of the Members may be called by a majority of the Board, the President, or upon the written request of Members holding not less than thirty-five percent (35%) of the Association's voting interests. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page

containing signatures. The President shall then call, provide notice of, and conduct the special meeting within sixty (60) days of receipt of the request.

2.3 Place of Meetings. The Board may designate any place in Davis County reasonably convenient for the Members of the Association for any annual or special meeting.

2.4 Notice of Meetings. The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be hand-delivered, mailed, or emailed. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. If emailed, such notice shall be deemed to be delivered when sent to the Member at the Member's email address registered with the Association. All Members shall register a mailing and email address with the Association.

2.5 Voting. The Association shall initially have the following two classes of votes:

(a) **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

2.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

2.6 Record Date for Notice Purposes. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Members entitled to notice of any meeting of the Members. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Members entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of Lots in the Property shall be deemed to be the Members of record entitled to notice of the meeting of the Members.

2.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than twenty-five percent (25%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the Board shall have power to adjourn the meeting and reschedule for a time no earlier than twenty four (24) hours, nor later than thirty (30) days after the set time for the original meeting. Notice of

such rescheduled meeting shall not be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than ten percent (10%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

2.8 **Proxies.** At each meeting of the Members, each Member entitled to vote shall be allowed 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 or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorney when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument 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.

2.9 **Votes.** With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote per Lot owned by the Owner, 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, these Bylaws, the Declaration, or the Act. The election of Directors may be by secret ballot. When more than one (1) Person owns an interest in a Lot, any Person who is the owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of one (1) Lot, no vote shall be counted for that Lot. In no event shall fractional votes be exercised in respect to any Lot.

2.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board.

ARTICLE III BOARD OF DIRECTORS

3.1 **General Powers.** The property, affairs, and business of the Association shall be managed by the Board. The Board may exercise all of the powers of the Association, whether derived from the Acts, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Acts vest solely in the Members.

3.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom must be an Owner or the spouse of an Owner of a Lot. After the Turnover Meeting, Directors vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. An officer or employee of a corporation, or the trustee of a trust, or personal representative of an estate, or an employee of the trust or estate, may serve on the Board, if the corporation, trust, or estate owns a Lot and so designates. No two Directors may reside in the same Unit, be the spouse of one another, or be business partners if the business is related to their ownership of a Lot. At each annual meeting, the Members shall

elect for terms of two (2) years each the appropriate number of Directors to fill vacancies by expiring terms of Directors. Director terms shall be staggered so that in 1 year there is 1 seat up for election and the following year there are 2 seats up for election.

3.3. Regular Meetings. The Board shall hold regular meetings at least quarterly. The Board may designate any place in Davis County as the place of meeting for any regular meeting called by the Board. Meetings may also be held with Directors appearing telephonically so long as any Director appearing telephonically consents to such appearance.

3.4 Special Meetings. Special meetings of the Board may be called by the President, Vice President, or a majority of the Directors on at least three (3) days prior notice to each Director. The person or persons authorized to call special meetings of the Board may fix any place, within Davis County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. mail at such Director's registered address, by telephone, or by email. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Director may waive notice of a meeting. Special Meetings may also be held with Directors appearing telephonically so long as any Director appearing telephonically consents to such appearance.

3.5 Quorum and Manner of Action. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board. The Directors shall act only as the Board, and individual Directors shall have no powers as such.

3.6 Compensation. No Director shall receive compensation for any services that such member may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Director to the extent such expenses are approved by a majority of the other Directors.

3.7 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Director may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of the entire voting interests of the Association. A Director may also be removed by the affirmative vote of a majority of the other Directors if he or she, in any twelve (12) month period, misses either three (3) consecutive or at least sixty-seven percent (67%) of the regularly scheduled Board meetings.

3.8 Vacancies and Newly Created Board Memberships. If vacancies shall occur on the Board by reason of the death, resignation, disqualification, or Board removal as provided in Section 3.7 of a Director, the Directors then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Directors then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Director by the members, as provided in Section 3.7, may be filled by election by the members at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

3.9 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if written consent of such is so provided by all of the Directors.

3.10 **Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by these Bylaws are given to the Members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep, maintenance, repair, and replacement of the Common Areas, including without limitation as specified in the Declaration.
- (b) Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the making of such expenditures.
- (c) Adoption of a budget for the Association, and assessment and collection of the Common Expenses through the Association.
- (d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep, and repair of the Common Areas.
- (e) Contracting with legal, accounting, management, or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- (g) Preparing or causing to be prepared and filed any required income tax returns or forms for the Association.
- (h) Obtaining insurance or bonds pursuant to the provisions of these Bylaws, the Declaration, or the Acts.
- (i) Making additions and improvements to, or alterations of, the Common Areas.
- (j) Designating and/or appointing committees.
- (k) Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws, and any rules adopted by the Board.
- (l) The filing of an annual report and any amendment in accordance with Utah law.
- (m) Entering into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- (n) Bringing, prosecuting and settling litigation for itself, the Association and the Project.
- (o) Create, amend, and adopt rules for the Association so long as such rules do not contradict the Declaration or Bylaws.
- (p) Doing all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Association, including the maintenance and repair of Common Areas if necessary to protect or preserve the Project.

ARTICLE IV OFFICERS

4.1 **Officers.** The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer. Except for Officers appointed by the Declarant, Officers must be Members in good standing.

4.2 **Election Tenure and Qualifications.** The officers of the Association shall be chosen by the Board annually at the first regular meeting of the Board following the annual meeting of the members. In the event of failure to choose officers at such regular meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular meeting of the Board or otherwise) shall hold such office until the next ensuing regular meeting of the Board and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. A person may hold more than one (1) office, except that the President may not also be the Secretary. The President, Vice President, Secretary, and Treasurer must be and remain Directors of the Association during the entire term of their respective offices.

4.3 **Subordinate Officers.** The Board 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 may from time to time determine. Subordinate officers need not be Directors of the Association.

4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any member of the Board or to the Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board at any time, with or without cause.

4.5 **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 at any regular or special meeting.

4.6 **The President.** The President shall preside at meetings of the Board and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the 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 Member or person, (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." The President shall sign on behalf of the Association all conveyances, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

4.7 **The Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Members. The Vice President shall perform such other duties as required by the Board.

4.8 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such

books and records as these Bylaws, the Declaration, rules, or any resolution the Board may require such person to keep. The Secretary shall also act in the place and stead of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

4.9 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the members and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

4.10 **Compensation.** No officer shall receive compensation 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 to the extent such expenses are approved by the Board.

ARTICLE V COMMITTEES

5.1 **Designation of Committees.** The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any committee at any time.

5.2 **Proceeding of Committees.** Each committee designated hereunder by the Board 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.

5.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) 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 hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted by the Board.

5.4 **Resignation and Removal.** Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any member of any committee designated by the Board previously.

5.5 **Vacancies.** If any vacancy shall occur in any committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VI INDEMNIFICATION

6.1 **Indemnification.** No Director, officer, or committee member 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 Director, 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 Director, officer, or committee member of the Association, 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 Director, officer, or committee member having reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Director, officer, or committee member, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided 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 or reckless 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. The Association, its Directors, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

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 under any bylaw, agreement, vote of disinterested Directors or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Directors and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

6.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Director, committee member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VI.

6.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association by the Board, 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 RECORDS AND AUDITS

7.1 **General Records.** The Association shall keep detailed records of the actions of the Board and the Manager, minutes of the meetings of the Board and minutes of the meetings of the Association. The

Association shall maintain copies of the Declaration, Bylaws, Articles, and rules and regulations concerning the Property, amendments or supplements to such documents, and the books, records, financial statements, and current operating budget of the Association. The Association shall also maintain a list of Owners entitled to vote at meetings of the Association.

7.2 Financial Records. The Board or its designee shall keep financial records sufficient for proper accounting purposes.

7.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Member(s), the amount of each assessment against such Members, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on the assessments.

7.4 Reports and Audits. An annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the Board to all Members. Upon request of sixty-seven percent (67%) of the Members, the Members may, at the expense of the Association, obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the Members. Any Member at his/her own expense may obtain an audit or review of the books and records pertaining to the Association with a certified and licensed public accountant.

7.5 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale of any Lot, the Member shall promptly inform the Association's Secretary or Manager of the name and address of said purchaser.

7.6 Availability of Records. The Association shall make available to Members for inspection, current copies of the Declaration, Bylaws, Articles and rules and regulations concerning the Property, amendments or supplements to such documents, and the books, records, most recent reserve study, financial statements, and current operating budget of the Association. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information, or records.

7.7 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- (a) Personnel matters relating to a specific identified person or a person's medical records.
- (b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- (c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current, pending, or threatened litigation.
- (d) Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.
- (e) Disclosure of information in violation of law.
- (f) Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or rules and regulations.

(g) Documents, correspondence, or management, or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

(h) Documents, correspondence, or other matters considered by the Board in executive session.

(i) Files of individual Owners, other than those of a requesting Member of an individual Member, including any individual Member's file kept by or on behalf of the Association.

ARTICLE VIII RULES

8.1 **Rules.** The Board may adopt rules, regulations, and resolutions governing the conduct of persons and the operation and use of the Common Areas. The rules, regulations, and resolutions, which shall not be inconsistent with the Declaration or these Bylaws, may be amended or modified from time to time by the Board, as it may deem necessary or appropriate in order to assure the continued peaceful and orderly use and enjoyment of the Association Members. A copy of any rules, regulations, or resolutions initially adopted and each amendment, modification, or revocation thereof shall be delivered by the secretary promptly to each member and shall be binding upon all Members and occupants of all Lots from the date of delivery.

8.2 **Abatement and Enjoining of Violations.** The violation of any provision of the Declaration or these Bylaws or rules and regulations, or of any decision of the Association made pursuant to such documents, shall give the Board, acting on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws, to pursue any remedies available at law after giving notice and an opportunity to be heard to enjoin, abate, or remedy such thing or condition.

ARTICLE IX AMENDMENTS

9.1 **How Proposed.** Amendments to these Bylaws shall be proposed by either a majority of the Board or by Owners holding at least thirty-five percent (35%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

9.2 **Adoption.** Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association.

9.3 **Execution and Recording.** An amendment shall not be effective unless and until certified by the President of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Salt Lake County. In such instrument the President shall certify that the vote required by this Section for amendment has occurred.

ARTICLE X MISCELLANEOUS PROVISIONS

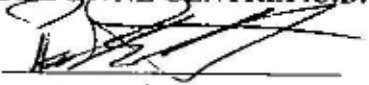
10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

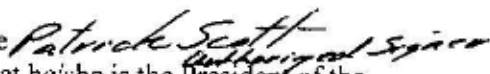
EXECUTED this 14 day of JANUARY, 2019.

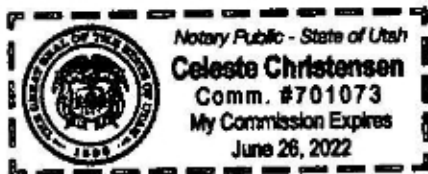
OLDE TOWNE CENTRE P.U.D., INC.

BY: 

TITLE: President

STATE OF UTAH)
) SS:
COUNTY OF Davis)

On the 14th day of JANUARY 2019, personally appeared before me Patrick Scott Anderson Spicer  Who by me being duly sworn, did say that he/she is the President of the OLDE TOWNE CENTRE P.U.D., Inc. and that the foregoing instrument was approved by at least a majority of the total votes of the Association.




Notary Public

EXHIBIT A

LEGAL DESCRIPTION

(METES & BOUNDS FOR OLDE TOWNE CENTRE SUBDIVISION LESS LOT 46)

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 800 WEST STREET, SAID POINT BEING SOUTH 89°39' 31" WEST 212.75 FEET AND SOUTH 00°05'48" WEST 908.28 FEET ALONG THE CENTERLINE OF 800 WEST STREET AND NORTH 89°54'12" WEST 33.00 FEET FROM THE CENTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 89°44'23" WEST FROM THE DAVIS COUNTY STREET MONUMENT AT 800 WEST STREET AND 1500 SOUTH STREET TO THE DAVIS COUNTY STREET MONUMENT AT 1100 WEST STREET AND 1500 SOUTH STREET), AND RUNNING THENCE SOUTH 00°05'48" WEST 208.67 FEET ALONG SAID WESTERLY RIGHT-OF -WAY LINE OF 800 WEST STREET; NORTH 89°46'44" WEST 156.88 FEET; THENCE SOUTH 00°03'48" WEST 11.00 FEET; THENCE SOUTH 89°46'44" EAST 11.50 FEET; THENCE SOUTH 00°03'48" WEST 200.53 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET; THENCE SOUTH 89°44'23" WEST 188.72 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON AN EASTERLY LINE EXTENDED OF THE GINES SUBDIVISION RECORDED AS ENTRY NO. 857137, IN BOOK 1291 AT PAGE 16 AT THE OFFICE OF THE DAVIS COUNTY RECORDER ; THENCE NORTH 00°05'23" EAST 418.89 FEET ALONG SAID EASTERLY LINE EXTENDED TO AN EASTERLY CORNER OF SAID SUBDIVISION; THENCE NORTH 89°20'22" EAST 164.58 FEET ALONG A SOUTHERLY LINE AND EXTENSION OF SAID SUBDIVISION; THENCE SOUTH 89°15'55" EAST 59.11 FEET ALONG AN EXISTING COMMON WALL; THENCE NORTH 89°45'42" EAST 110.35 FEET ALONG THE SOUTHERLY LINE OF THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 2862032 IN BOOK 6251 AT PAGE 1392 AT THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID LINE ALSO BEING ALONG AN EXISTING FENCE LINE AND FENCE LINE EXTENDED, TO THE POINT OF BEGINNING.

CONTAINS 109,276 SQ. FT OR 2.509 ACRES MORE OR LESS