

**BYLAWS  
OF  
AMBLEWOOD SPRINGS PHASE II, BLOCK 2  
HOMEOWNERS ASSOCIATION, INC.**

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The following are the Bylaws (“Bylaws”) of Amblewood Springs Phase II, Block 2 Homeowners Association, Inc., a Utah nonprofit corporation (“Association”). Upon recordation of these Bylaws, they are binding upon the Association and all Owners and occupants.

**RECITALS**

- A. The Bylaws affect and concern certain real property more particular described in **Exhibit “A”** (“Property”).
- B. The Association was created by the recording of the Amended Declaration of Restrictions, Protective Covenants and Conditions of Amble Springs Planned Unit Development Phases I and II, recorded in the Official Records of the Salt Lake County Recorder’s Office on June 18, 1990 as Entry No. 4930174, as amended (“Declaration”).
- C. Article I, Section 12 provides that the Association “shall mean and refer to the Amblewood Springs Homeowners’ Association, Inc., a Utah non-profit corporation, its successors and assigns.”
- D. The Articles of Incorporation (“Articles”) were reinstated on November 22, 2019.
- E. To date, bylaws have never been adopted for the Association.
- F. The adoption of bylaws is not addressed within the Declaration or Articles.
- G. The Board of Directors, as authorized by Utah Code § 16-6a-206, hereby adopt these Bylaws for the Association and shall cause the same to be recorded in the Salt Lake County Recorder’s Office.

**CERTIFICATION**

By signing below, the Board of Directors hereby certifies that the above described approval was obtained, approving and consenting to the recording of these Bylaws.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under the Declaration.

## ARTICLE II MEETINGS OF OWNERS

**Section 2.1 Annual Meetings.** An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

**Section 2.2 Special Meetings.** Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

**Section 2.3 Notice of Meetings.** Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

**Section 2.4 Quorum.** Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

**Section 2.5 Proxies.** At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board, including electronic delivery. Any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted, unless the Board makes a determination as to their authenticity.

**Section 2.6 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

**Section 2.7 Action Taken Without a Meeting.** Under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

**Section 2.8 Voting Eligibility.** Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior to a meeting or written vote shall be deemed in good standing and eligible vote. Voting shall be in accordance with the Declaration.

### **ARTICLE III BOARD, SELECTION AND TERM OF OFFICE**

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Members of the Board shall serve for a term of (2) two years; provided that at the first Board meeting following adoption of these Bylaws, the Board may adjust the term of one (1) Directors to establish staggered terms moving forward. Thereafter, each elected Director shall serve for a term of two years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

**Section 3.2 Board Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time. "Owner" may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Thus, a designated natural person for such legal entity may also serve as a Director.

**Section 3.3 Resignation & Removal.** A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (67%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

**Section 3.4 Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

**Section 3.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

**Section 3.6 No Estoppel or Reliance.** No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

**Section 3.7 Records Retention.** The Board may take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

#### **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

**Section 4.1 Nomination.** Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting. The Board may adopt procedures with regard to statement of interest made by candidates at, or in advance of, such meeting.

**Section 4.2 Election.** The election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

#### **ARTICLE V MEETINGS OF THE BOARD**

**Section 5.1 Regular Meetings.** Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or

electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

**Section 5.2 Special Meetings.** When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

**Section 5.3 Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

**Section 5.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE VI POWERS AND DUTIES OF THE BOARD**

**Section 6.1 Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, secretary and treasurer, or other offices as determined by the Board.

**Section 7.2 Election of Officers.** The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

**Section 7.3 Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

**Section 7.4 Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

**Section 7.5 Duties.** The Board may adopt resolutions to define the respective duties of the Directors and Officers for the upcoming year at the first Board Meeting following the election of new Directors. For example, typical duties associated with secretary, such as keeping minutes, records, assisting with notice of meetings, and other related tasks may be divided amongst other Officers, as determined by the Board. This same process may be applied to each office.

**ARTICLE VIII  
COMMITTEES**

**Section 8.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

**ARTICLE IX  
MISCELLANEOUS**

**Section 10.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 10.2 Amendment.** Any amendment to these Bylaws shall require the consent of at least sixty-seven percent (67%) of all Owners. An amendment to these Bylaws shall be effective immediately upon recordation in the Salt Lake County Recorder, State of Utah.

**Section 10.3 Managing Agent.** A change in the managing agent or association management company shall require the unanimous approval of the Board.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake County Recorder, State of Utah.

*\*\*SIGNATURE BLOCK ON NEXT PAGE\*\**

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

AMBLEWOOD SPRINGS, PHASE II, BLOCK 2 HOMEOWNERS ASSOCIATION, INC.

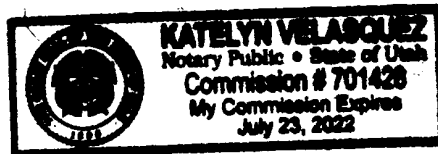
By:

Elizabeth Kay Colemere  
By: Elizabeth Kay Colemere  
Its: President

STATE OF UTAH )  
ss  
COUNTY OF SALT LAKE )

On the 5 day of August 2020, personally appeared before me, Elizabeth Kay Colemere who being by me duly sworn did say that she is the President of Amblewood Springs, Phase II, Block 2 Homeowners Association, Inc. and that the within and foregoing instrument was signed in behalf of said non-profit corporation and duly acknowledged to me that she executed the same.

Katelyn Velazquez  
Notary Public

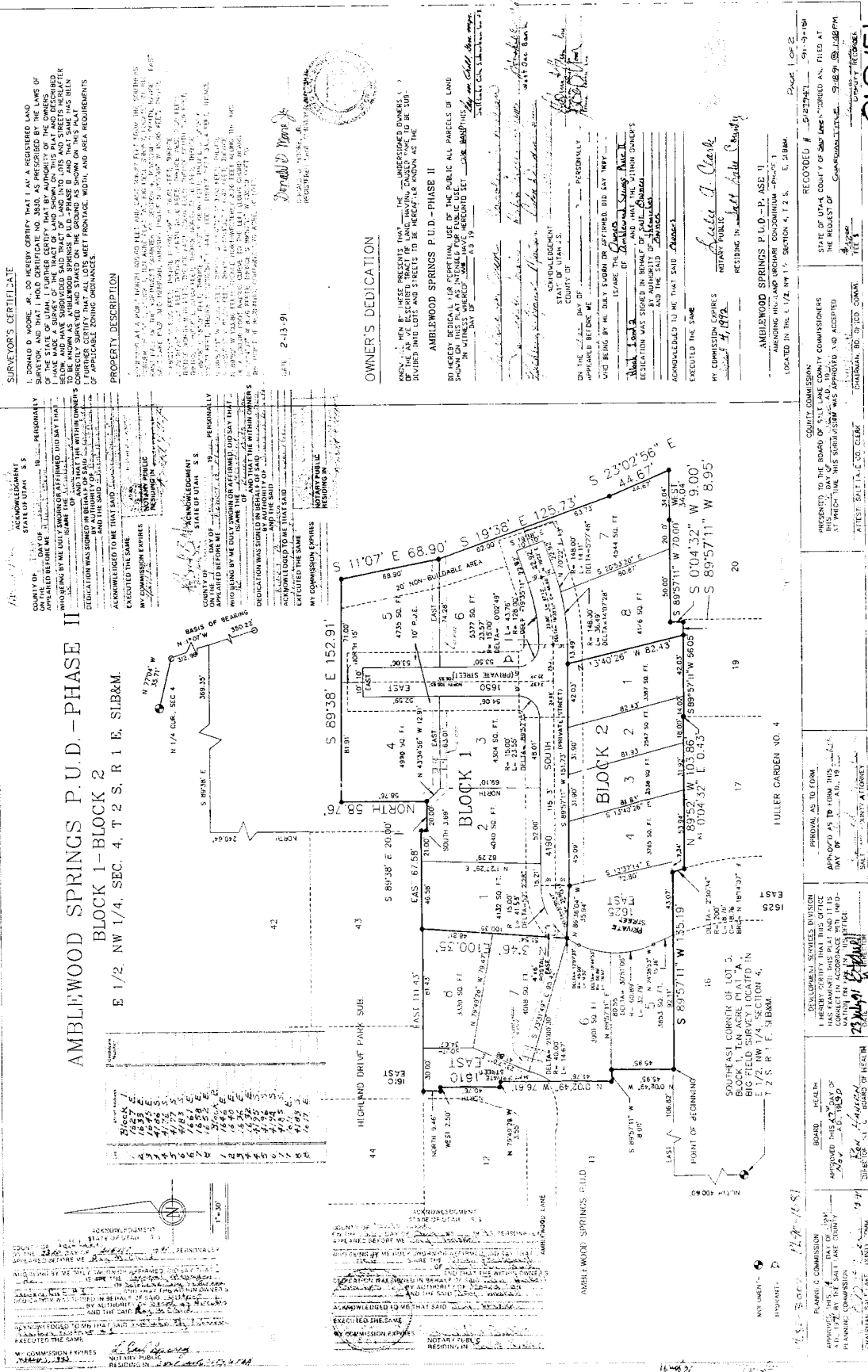




**Exhibit "A"**  
**Legal Description**

LOTS 1 THROUGH 8, BLOCK 1, PHASE II, AND LOTS 1 THROUGH 8, BLOCK 2,  
PHASE II ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF  
RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TAX I.D. NOS. 22-04-131-015 THROUGH 035



**SURVEYOR'S CERTIFICATE**

I, DONALD D. MOORE, JR., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH. I HAVE PERSONALLY EXAMINED THE PLAT AND THE FIELD NOTES AND HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS OF THE LAND SHOWN ON THIS PLAT, I HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

**AMBLERWOOD SPRINGS P.U.D. - PHASE II**

DO HEREBY HEREBY CAUSE THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS A PUBLIC USE OF THE PUBLIC AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I HAVE CAUSED THIS PLAT TO BE MADE AND THAT THE SAME IS TRUE AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

**AMBLERWOOD SPRINGS P.U.D. - PHASE II**

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**AMBLERWOOD SPRINGS P.U.D. - PHASE II**

**BLOCK 1 - BLOCK 2**

**E 1/2 NW 1/4 SEC. 4, T. 2 S. R. 1 E, SUB. & M.**

**AMBLEDWOOD SPRINGS P.U.D. - PHASE II**

**BLOCK 1 - BLOCK 2**

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**BLOCK 1 - BLOCK 2**

**E 1/2 NW 1/4 SEC. 4, T. 2 S. R. 1 E, SUB. & M.**

NO PLUMBER

DRAWING NUMBER

DRAWING NUMBER  
91-9p-151

DRAWING NUMBER

2 of 2

Signature block and Acknowledgment  
for FDIC as Receiver for Small Savings and Loan Association

FEDERAL DEPOSIT INSURANCE CORPORATION, in its  
CORPORATE CAPACITY AS RECEIVER FOR SMALL  
SAVINGS AND LOAN ASSOCIATION

BY: ROBERT S. MILLER  
Supervisory Liquidation Specialist

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On this 24th day of March 1991, personally appeared ROBERT S. MILLER, known to me to be the person whose name is subscribed to the foregoing document pursuant to the authority of the Federal Deposit Insurance Corporation as Receiver for Small Savings and Loan Association, and that the foregoing document was his corporate capacity as Receiver for Small Savings and Loan Association.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing at: 3377 Michelson Drive  
Irvine, CA 92715

Page 2 of 2 Pages

RECORDED \*  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUEST OF \_\_\_\_\_ CLERK/CLERK DEPUTY  
DATE 3/21/91 TIME 1:58 PM BOOK 2815 PAGE 151  
BY \_\_\_\_\_  
DEPUTY SALT LAKE COUNTY RECORDER

91-9-151

ROBERT S. MILLER, known to me to be the person whose name is subscribed to the foregoing document pursuant to the authority of the Federal Deposit Insurance Corporation as Receiver for Small Savings and Loan Association, and that the foregoing document was his corporate capacity as Receiver for Small Savings and Loan Association.