

**AMENDMENT TO THE
BYLAWS
OF
CENTURY PARK EAST HOMEOWNERS ASSOCIATION**

(formerly referenced as Century Park East Condominiums Owners Association)

This AMENDMENT TO THE BYLAWS OF CENTURY PARK EAST HOMEOWNERS ASSOCIATION is made and executed by the Century Park East Homeowners Association, a Utah nonprofit corporation (“Association”) on the date set forth below and shall be effective upon recording with the Salt Lake County Recorder’s Office.

RECITALS

A. Century Park East Condominiums is a Utah condominium project located in South Salt Lake, Utah that was made subject to the “Declaration of Condominium for Century Park East Condominiums” as recorded on March 1, 1996 as Entry Number 6293173 with the Salt Lake County Recorder (“Declaration”).

B. Exhibit C of the Declaration contains the Association’s bylaws entitled, “Bylaws of Century Park East Condominiums Owners Association” (“Bylaws”).

C. The legal name of the Association is different than used in the Bylaws. References to the Association as “Century Park East Owners Association” within the Bylaws shall be deemed to mean “Century Park East Homeowners Association”, which name is updated herein.

D. The Association desires to amend the Bylaws as outlined below.

E. Pursuant to Section 14 of the Bylaws, the Bylaws may be amended by an affirmative vote of no less than a majority of the Association’s voting interests.

F. At least a majority of the Association’s voting interests have approved this amendment.

G. This amendment shall be binding upon the Property, including all Units. See Exhibit A.

H. Unless specifically modified herein, all remaining provisions of the Bylaws shall remain in full force and effect.

I. In case of any conflict between the terms of this amendment and the terms of the Bylaws, the provisions of this amendment shall control.

J. Unless otherwise provided in this amendment, capitalized terms used herein shall have the same meaning and effect as used in the Bylaws.

AMENDMENT

Amendment 1

Article 5, Section 5.5 of the Bylaws is hereby amended and replaced with the following:

5.5 Election of Board of Directors.

At every annual meeting, the Association shall elect Board members to replace those Board members whose terms are to expire. The election of Board members shall be made by a vote of the Owners. At such election, the Owners or their proxies, may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Nominations may be made from the floor at the annual meeting. If a nomination is made from the floor, the member nominated must be in attendance in person at the meeting. Board members may serve consecutive terms if reelected.

Amendment 2

Article 12 of the Bylaws is hereby amended and replaced with the following:

12. General Association Notices; Waiver of Notice

Any notice the Association is permitted or required to provide to an Owner may be sent via email, personal delivery, regular first-class mail, or as otherwise allowed by the Act or the Utah Revised Nonprofit Corporation Act. Each Owner shall register with the Association such Owner's current email address, telephone number, and mailing address for purposes of notice hereunder. Such contact information may be changed from time to time by notice in writing to the Association. All Association notices (including notices for an Association meeting), shall be deemed delivered and effective at the time the notice is sent to the Owner. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. If no address is registered with the Association, the Owner's Unit within the Property shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. Notwithstanding the foregoing, an Owner may, by written demand to the secretary and managing agent, require the Association to provide notice to the Owner by mail. Any Owner may at any time waive any notice required to be given by the Association. The presence of an Owner in person at any meeting of the Owners shall be deemed such waiver.

[SIGNATURE PAGE BELOW]

CERTIFICATION AND ACKNOWLEDGMENT

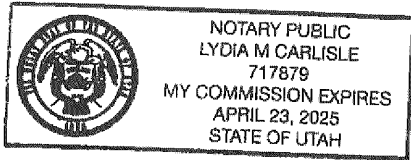
IN WITNESS WHEREOF, the Association, by and through the Board of Directors, hereby certifies that the foregoing amendments were duly approved as required by Article 14 of the Bylaws after having received approval from a majority of the Association's voting interests. The Board of Directors has authorized the execution of this amendment.

CENTURY PARK EAST HOMEOWNERS ASSOCIATION
a Utah nonprofit corporation

By: *Brenna Langston*
Name: *Brenna Langston*
Its: *President*

STATE OF UTAH)
COUNTY OF *Salt Lake*) ss.

On the *10* day of *November*, 2021, personally appeared before me *Lydia Carlisle* who by me being duly sworn, did say that she/he is an authorized representative of the Century Park East Homeowners Association, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.



Notary Public: *Lydia M. Carlisle*
My commission expires 4/23/2025

EXHIBIT A

**Legal Description
(60 Units + 1 Common Area = 61 Parcels)**

All Units and Common Area as shown on the official subdivision plat for the "Century Park East Condominiums".

Parcel Numbers: 16:30:383-001-0000 through 16:30:383-061-0000