

BYLAWS  
OF  
APOLLO SQUARE CONDOMINIUM ASSOCIATION, INC.

## TABLE OF CONTENTS

ARTICLE I – DEFINITIONS.....	1
1.1 Definitions.....	1
1.2 Notice.....	1
ARTICLE II – OWNERS.....	1
2.1 Annual Meetings.....	1
2.2 Special Meetings.....	2
2.3 Place of Meetings.....	2
2.4 Notice of Meetings.....	2
2.5 Owners of Record.....	2
2.6 Quorum.....	3
2.7 Proxies.....	3
2.8 Votes.....	3
ARTICLE III – MANAGEMENT COMMITTEE.....	3
3.1 Number, Tenure, Qualifications, and Election.....	3
3.2 Meetings.....	5
3.3 Informal Action and Action by Management Committee Members without a Meeting.....	7
3.4 Compensation.....	9
3.5 Resignation and Removal.....	9
3.6 Vacancies.....	9
ARTICLE IV – OFFICERS.....	10
4.1 Officers.....	10
4.2 Election, Tenure and Qualifications.....	10
4.3 Subordinate Officers.....	10
4.4 Resignation and Removal.....	10
4.5 Vacancies and Newly Created Offices.....	10
4.6 The President.....	10
4.7 The Vice President.....	11
4.8 The Secretary.....	11
4.9 The Treasurer.....	11
4.10 Compensation.....	11
ARTICLE V – SUB-COMMITTEES.....	11
5.1 Designation of Sub-Committees.....	11
5.2 Proceedings of Sub-Committees.....	12
5.3 Quorum and Manner of Acting.....	12
5.4 Resignation and Removal.....	12
5.5 Vacancies.....	12
ARTICLE VI – INDEMNIFICATION.....	12

6.1	Indemnification.....	12
6.2	Other Indemnification.....	13
6.3	Settlement by Association.....	13
<u>ARTICLE VII – AMENDMENTS .....</u>		<u>13</u>
7.1	Amendments.....	13
7.2	Execution of Amendments.....	14
<u>ARTICLE VIII – WAIVER OF IRREGULARITIES.....</u>		<u>14</u>
8.1	Waiver of Procedural Irregularities.....	14
8.2	Requirements for Objections.....	14
8.3	Irregularities that cannot Waived.....	14

**BYLAWS  
OF  
APOLLO SQUARE CONDOMINIUM ASSOCIATION, INC.**

These bylaws are hereby adopted and established as the Bylaws of Apollo Square Condominium Association, Inc. (the "Association"). These Bylaws and any amendments thereto 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 Declaration of Covenants, Conditions, and Restrictions for Apollo Square Condominium Association, Inc., (the "Declaration"), shall have such 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 – OWNERS**

- 2.1 **Annual Meetings.**
- (a) **Date and Time.** Unless changed by the Management Committee, the annual meeting of Owners shall be held in October of each year. The Management Committee may from time to time change the date and time for the annual meeting of the Owners.
- (b) **Purpose.** The Annual Meeting shall be held for the following purposes:
1. electing members of the Management Committee;
  2. distributing the most recent reserve study, permitting discussion on reserve funding options, and voting on whether and how to fund the reserve account;
  3. distributing the annual insurance checklist if it was not distributed before the meeting, announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible, and permitting questions and discussion on insurance issues and coverage;
  4. if no earthquake insurance has been obtained, voting to confirm this decision;
  5. approving the minutes of the prior annual meeting; and

6. transacting such other business as may properly come before the meeting.

- (c) **Election of Management Committee Members.** If the election of the Management Committee members cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.

## 2.2 Special Meetings.

- (a) **Who May Call.** Special meetings of the Owners may be called by the Management Committee, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the allocated 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, provide notice of, 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 Management Committee may designate any place in Salt Lake County as the place of meeting for any annual or special meeting, but shall attempt, where possible, to hold the meeting either at the offices of the Manager or at or in a close proximity to the Project.

2.4 **Notice of Meetings.** The Management 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, not more than thirty (30) nor less than ten (10) days prior to the meeting.

2.5 **Owners of Record.** For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Management Committee may designate a record date which shall not be more than thirty (30) 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 notice of and to vote at the meeting of the Owners.

- 2.6 **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 allocated interest of the Association 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."
- 2.7 **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 (1) Owner of such Unit or that Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall 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 either prior to or at the meeting (but no later than any point in the meeting announced as the final time to deliver proxies) 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.
- 2.8 **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast 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, or the Act. The election of Committee members shall be by secret ballot. 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. In no event shall fractional votes be exercised in respect to any Unit.

### ARTICLE III – MANAGEMENT COMMITTEE

- 3.1 **Number, Tenure, Qualifications, and Election.**
- (a) **Number of Members.** The Management Committee shall be composed of three (3) persons meeting the qualifications stated in the Declaration. The Owners of the Residential Units shall be entitled to select one (1) of the members of the Management Committee and the Owner(s) of the Commercial Units shall be entitled to select two (2)

of the members of the Management Committee, which shall be known at the Commercial Unit Committee Members, as defined in the Declaration.

- (b) **Member Requirements.** At all times, at least one (1) of the Committee Members must have as their primary residence as a Unit in the Project. All candidates for the residential Management Committee member shall indicate in their written statement indicating a willingness to serve whether their Unit is their primary residence, and any candidates for the residential Management Committee members identified at the meeting in which the election is held shall identify whether their primary residence is a Unit in the Project. Any candidate whose election or appointment would contravene this requirement shall be ineligible for election or appointment. The Commercial Unit Committee Members shall not be required to maintain their primary residence in the Project. In determining which of multiple candidates elected shall serve, if only one can serve and maintain the requirements of this provision, the highest vote getter shall prevail. If both have equal votes, then the issue shall be resolved by the toss of a coin.
- (c) **Term.** The term of each Committee Member shall be two years. The terms of the Committee Members shall overlap so that three Committee Members shall be elected one year, two the next, three the following, and so on.
- (d) **Nominations.** At or before the annual meeting, or any subsequent meeting at which the election is held, any Owner may submit his/her own name or the name of any other willing and otherwise qualified person to serve on the Committee. If the Association gives advance notice of any persons seeking election to the Committee, it shall include the names of every person from whom it has received the written affirmation. If the name of a person is submitted who is not in attendance at the meeting, it shall not be added to the final ballot for election of Committee Members unless it is submitted with a written statement signed by the person indicating that he/she is willing to serve.
- (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 Management 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 Management 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 Management 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 Management Committee, the decisions and actions of the Management 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 at four successive Committee meetings in a row, 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 member's schedules, the other Committee Members may by unanimous vote remove that Member and appoint a new Member. However, the Commercial Unit Committee Members may only be removed with the written consent of the Owner(s) of the Commercial Units.

### 3.2 Meetings.

- (a) **Regular Meetings.** The Management Committee shall hold regular meetings at least quarterly, and more often at the discretion of the Management Committee.
- (b) **Who is Entitled to Attend.** Management Committee Members, Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Management Committee is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Management Committee.
- (c) **Owner Comment Period.** Owners in attendance at the meeting shall be permitted a reasonable opportunity to offer comments, which may be limited to one period during the meeting.
- (d) **Attendance by Telephone or Other Means.** The Management Committee may allow attendance and participation at any meeting of the Management Committee by telephone or any other means that allows for the Management Committee Members to hear each other during the meeting via appropriate forms of electronic communication.
- (e) **Special Meetings.** Special meetings of the Management Committee may be called by or at the request of any two (2) Management Committee Members or the President of the Association. Notice of any special meeting shall be given at least forty-eight (48) hours prior thereto to each Management 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.
- (f) **Quorum and Manner of Acting.** two (2) Management Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Management Committee Members present at any meeting at which a quorum is present, and for which proper notice was provided to the Management Committee Members, shall be the act of the Management Committee, provided, however, that if only two (2) members of the Management

Committee are present, then any decision by such quorum of two (2) must be unanimous to be the act of the Management Committee. The Management Committee shall not take any action for which the Declaration requires the consent of the Commercial Unit Committee Members without that consent. Any action requiring the consent of the Commercial Unit Committee Members, for which no such consent is provided, is null and void. The Management Committee shall act only as a Management Committee, and individual members shall have no powers as such.

**(g) Place and Notice of Meetings.**

1. The Management Committee may designate any place in Salt Lake County as the place of meeting for any regular meeting called by the Management 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 Management Committee Members and Owners shall be given at least ten (10) 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 of a Management Committee Meeting is required to Owners if: (a) the meeting is to address an emergency; and (b) each Management 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 Management 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.

**(h) Executive Session.**

1. The Management Committee or a Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. The Management Committee may exclude an Owner and others from any part of executive session portion of the meeting. If the Management Committee enters 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) consult with an attorney for the purpose of obtaining legal advice;

- (ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
  - (iii) discuss a personnel matter;
  - (iv) discuss a matter relating to contract negotiations, including review of a bid or proposal;
  - (v) 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
  - (vi) discuss a delinquent assessment or fine.
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 Management 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 Management Committee or the Committee.

### 3.3 **Informal Action and Action by Management Committee Members without a Meeting.**

- (a) Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if:
  1. written notice of the action is provided to each Management Committee Member;
  2. sufficient written and signed affirmative votes or consents are received in response to the written notice; and

3. no Management Committee Member demands in writing that action not be taken without a meeting.
- (b) 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 Management Committee members then in office were present and voted.
  - (c) A Management Committee Member may revoke and change any response to any action 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.
  - (d) An action approved of pursuant to this section is effective on the date indicated in the notice for the time to respond, if the responses necessary to satisfy this section have been received by the Management Committee.
  - (e) Action taken pursuant to this section has the same effect as an action taken at a meeting of the Management Committee and may be described as an action taken at a meeting of the Management Committee Members in any document.
  - (f) Notice under 3.3(a)(1) shall state, at a minimum:
    1. the action to be taken;
    2. the time by which the director 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.
  - (g) 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 return address from the known address of the sender on an email satisfies the requirement for a signature.
    2. "Writing" shall refer to an email, letter, facsimile, or any other physical or electronic document.
    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.

3.4 **Compensation.** No Committee Member shall receive compensation 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 to the extent such expenses are unanimously approved by the Management Committee.

3.5 **Resignation and Removal.** A Management Committee Member may resign at any time by delivering a written resignation to any other member of the Management Committee or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Management Committee Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least two-thirds (67%) of the Allocated Interest of the Association. However, the Commercial Unit Committee Members may only be removed with the written consent of the Owner(s) of the Commercial Units. 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 Management Committee, they shall immediately thereafter and at the same meeting elect new members of the Management Committee using the procedures normally applicable for election of Management Committee members at an annual meeting. Specifically, the residential Management Committee member is selected by the Owners of the Residential Units and the Commercial Unit Committee Members are selected by the Owner(s) of the Commercial Units. If the Owners vote to remove less than all of the members of the Management 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 Management committee and either due to inadvertence or choice do not elect replacements at the special meeting, the remaining members of the Management Committee, by majority vote, shall appoint replacement members for the remainder of the term of the members who were removed.

3.6 **Vacancies.** If vacancies occur in the Management 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. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Owners may be filled by election by the Owners

at the meeting at which such Committee Member is removed and only by the Owners with the right to elect or select that Committee Member. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor.

#### ARTICLE IV – OFFICERS

- 4.1 **Officers.** The officers of the Association shall be a President, Secretary, and Treasurer, and such other officers as may from time-to-time be created by the Management Committee.
- 4.2 **Election, Tenure and Qualifications.** The officers of the Association shall be chosen by the Management Committee annually at the first meeting of the Management Committee following the annual meeting. 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. Any person may hold any two of such offices, except that the President may not also be the Secretary. No person holding more than one office shall act in or execute any instrument in the capacity of more than one office. All officers must be Members of the Management Committee during the entire term of their respective offices.
- 4.3 **Subordinate Officers.** The Management 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 Management 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 at any time by delivering a written resignation to any Committee Member or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Management Committee 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 Management Committee at any regular or special meeting. During the time that an office is vacant, the Management Committee shall ensure that the duties and responsibilities of the office are performed, and, if necessary, during any such vacancy, notwithstanding the restriction in section 4.2, a Committee Member may act in or execute any instrument in the capacity of more than one office.
- 4.6 **The President.** The President shall preside at meetings of the Management 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 Modem 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 Management Committee. The President shall have the general authority to implement decisions of the Management Committee and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without Management Committee approval as is necessary and prudent to preserve and protect the Property.

- 4.7 **The Vice President.** The Vice President shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Vice President shall perform such other duties as required by the Management Committee.
- 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, or any resolution of the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President and Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Management Committee.
- 4.9 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management 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 Management Committee. The Treasurer shall have authority and obligation to generally implement the requirements of governing documents as it relates to the funds of the Association. The Treasurer shall also act in the place and stead of the President in the event of the President, Vice President, and Secretary's absence or inability or refusal to act. The Treasurer shall perform such other duties as required by the Management Committee.
- 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 Management Committee.

## ARTICLE V – SUB-COMMITTEES

- 5.1 **Designation of Sub-Committees.** The Board of Trustees may from time-to-time, by resolution, designate such committees (each a "Sub-Committee") as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The

membership of each such Sub-Committee designated hereunder shall include at least one (1) Committee Member. A Sub-Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in a written resolution. The Management Committee may terminate any Sub-Committee at any time.

- 5.2 **Proceedings of Sub-Committees.** Each Sub-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 Sub-Committee may from time-to-time determine. Each such Sub-Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.
- 5.3 **Quorum and Manner of Acting.** At each meeting of any Sub-Committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such Sub-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 Sub-Committee. The members of any Sub-Committee designated by the Management Committee hereunder shall act only as a Sub-Committee, and the individual members thereof shall have no powers, as such. A Sub-Committee may exercise the authority granted by the Management Committee.
- 5.4 **Resignation and Removal.** Any member of any Sub-Committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of such Sub-Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any Sub-Committee designated by it thereunder.
- 5.5 **Vacancies.** If any vacancy shall occur in any Sub-Committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Management Committee, constitute the then total authorized membership of the Sub-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 Management Committee.

## ARTICLE VI – INDEMNIFICATION

- 6.1 **Indemnification.** No Committee Member, officer, or member of a Sub-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 Sub-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 Sub-

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 Sub-Committee, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Committee Member, officer, or Sub-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, Sub-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 Management 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 permitted specifically herein or required by the Act, these Bylaws may be amended by written consent of Owners of Units holding at least sixty percent (60%) of the Allocated Interest in the Association.

- 7.2 **Execution of Amendments.** Upon obtaining the required written consent, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly consented to 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 County 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 is made at the meeting;
  - (b) if the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within 60 days of the date the meeting is held;
  - (c) if the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within ninety (90) days of the date of the meeting;
  - (d) if the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 90 days of receiving actual notice of the occurrence of the meeting, or of any decision that was made at the meeting; or
  - (e) for any action, vote, or decision that occurred without a meeting, within 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 Waived.** The following irregularities cannot be waived under the prior subsection:
- (a) Any failure to comply with the provisions of the Declaration; and

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