

## **AMENDED & RESTATED BYLAWS OF COUNTRYSIDE HOMEOWNERS ASSOCIATION**

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The following are the Amended & Restated Bylaws (“Bylaws”) of Countryside Homeowners Association, a Utah nonprofit corporation (“Association”). These Bylaws shall replace any prior bylaws and any amendments thereto through the date these Bylaws are recorded with the Salt Lake County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

### **RECITALS**

- (A) The initial Bylaws were incorporated in several sections in the Enabling Declaration such as Article III, ¶¶ 13-19 (“Enabling Bylaws”).
- (B) In accordance with Article III (37) of the Enabling Declaration, no less than sixty-seven percent (67%) of the total undivided ownership interest in the Common Areas provided their vote or written consent approving the filing of these Bylaws. By signing below, the Board of Directors (“Board”)<sup>1</sup> hereby certifies that the above-described approval was obtained, approving and consenting to the recording of these Bylaws
- (C) These Recitals are made a part of these Bylaws.

### **ARTICLE I - DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Condominium of Countryside Condominium Project recorded in the Official Records of the Salt Lake County Recorder’s Office (“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, which locations may include virtual or electronically held meetings through available technology.

**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 ten percent (10%) of the total eligible Allocated Interest. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

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<sup>1</sup> Board of Directors shall be synonymous with “Management Committee” as utilized in the Declaration or Utah Condominium Ownership Act.

**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 electronic communication. Notice shall be provided at least ten (10) days before a meeting 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.

- (a) 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.
- (b) 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 Governing Documents, 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, by motion of the Board in its sole discretion, 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 at or before said meeting. Notwithstanding, 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 proxy form provided with any notice of meeting may also provide additional requirements and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of their Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

**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.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription, or combination) any Association meeting, work session, event, get-together, or similar event regardless of the location of such event without permission from the Association.

**Section 2.7 Action Taken Without a Meeting/Action by Written Consent.** Under the Direction of the Board, any action that may be taken at any annual or special meetings of Owners may be taken without a meeting if the requisite written consents are obtained from Owners having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all Owners eligible to vote on the action were present and voted - unless a different percentage for the action is specifically required in the Declaration (*i.e.* Declaration amendment). The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

- (a) 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, fees, late fees, and charges due and owing at least thirty (30) days in advance of the meeting, ballot or vote shall be deemed in good standing and eligible to vote. The number of votes for each Unit shall be in accordance with an Owner's Allocated Interest, as set forth in the Declaration.

### **ARTICLE III BOARD, DIRECTORS, 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 five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that at the first election following the adoption of these Bylaws, the Board shall identify two of the five-member Board to serve for one-year terms. The other members shall serve for a two-year term. Thereafter, all Directors elected shall serve for a two-year terms. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. At the first Board meeting following adoption of these Bylaws, the Board may make adjustments in the term of each Board member in order to establish the staggered terms described above moving forward.

**Section 3.2 Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner. Notwithstanding, only one member of a single household can be a member of the Board at any one time. All members of the Board must reside in the community as their primary residence. At least thirty (30) days in advance of the election, all candidates must be current on all Assessments, fees, late fees, and charges and not be subject to any lien, fine, or enforcement actions from the Association. Such individuals must also agree and cooperate in providing all information required by the Corporate Transparency Act or other national or local statutes and ordinances.

**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. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining Directors and shall serve for the unexpired term of their predecessor. A Director may also be removed, and a replacement appointed if such Directors has three consecutive and/or unexcused absences from Board Meetings.

- (a) Any Director may be removed from the Board by the Owners with a vote of at least (51%) of the Owners of the Association.
- (b) Any Director may be removed from the Board for cause by the unanimous vote of the other members of the Board.

**Section 3.4 Regular Assessment Discount.** No Director shall receive compensation for any service they may render to the Association. Notwithstanding, upon the unanimous approval of the Board, the Board may provide a discount in regular assessments for each Director, in an amount set by the Board from time to time, but in no event shall the discount equal more than the regular assessments for a given year. Directors may also be reimbursed for actual and approved expenses incurred in the performance of their 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 shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. 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, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board

**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 annually, 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.

- (a) 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.

**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.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription, or combination) any Board meeting, work session, or similar event regardless of the location of such event without authorization from the Board.

**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 (including but not limited to email and text messages) 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.** Unless modified by the Board, the officers of this Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may designate.

**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 are not Directors, do not vote, and 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, their successor shall be selected by the Board and shall serve for the unexpired term of their predecessor.

**Section 7.5 Duties.** The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

## ARTICLE VIII - INVESTMENT

**Section 8.1 Deposits & Investments.** The Association funds may only be deposited into institutions that are federally insured.

## ARTICLE IX - COMMITTEES

**Section 9.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes. 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 X – MISCELLANEOUS**

**Section 10.1 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 asserting 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 attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 90 days following the meeting.

**Section 10.2 Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

**Section 10.3 Irregularities that Cannot Be Waived.** Any irregularity that is the result of fraud or that was done intentionally in violation of the Governing Documents or Utah law.

**Section 10.4 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 10.5 Amendment.** Any amendment to these Bylaws shall require the consent of at least fifty-one percent (51%) of the eligible Allocated Interest, which shall be effective immediately upon recordation in the office of the Salt Lake County Recorder, State of Utah.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTRYSIDE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President