

*EXHIBIT B*

**BYLAWS  
FOR  
SILVER SPRINGS SINGLE FAMILY**

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**BYLAWS  
OF  
SILVER SPRINGS SINGLE FAMILY  
(FORMERLY KNOWN AS SILVER SPRINGS)  
DEVELOPMENT SUBDIVISIONS**

These Bylaws are hereby adopted and established as the Bylaws of The Silver Springs Development Subdivisions (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 Restriction for The Silver Springs Single Family (the “Declaration”), as may be amended from time-to-time, shall have such defined meanings when used in these Bylaws.
- 1.2 **Notice.** Notice for the purposes of these Bylaws is as defined in the most current version of the Declaration.

**ARTICLE II: ANNUAL AND SPECIAL MEETINGS**

- 2.1 **Annual Meetings.**
- (a) **Requirement.** An annual meeting of the Owners shall be held not less than once each calendar year.
  - (b) **Date and Time.** Unless changed by the Board, the annual meeting of Owners shall be held each year on the second Monday in October. The Board may, from time-to-time, change the date and time for the annual meeting of the Owners.
  - (c) **Purpose.** The Annual Meeting shall be held for any, or all, of the following purposes.
    - (1) Electing members of the Board;
    - (2) Approving the minutes of the prior annual meeting; and
    - (3) Transacting such other business as may properly come before the meeting.
  - (d) **Election of Board Members.** If the election of the Board members cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board 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) Special meetings of the Owners. Special meetings of the Owners may be called by at least two (2) members of the Board, the President, or upon the written request of Owners holding not less than thirty percent (30%) of the Allocated Interest of the Association.
- (b) Special meetings of the Board. Special meetings of the Board may be called by at least two (2) members of the Board or the President of the Association. Notice of any special meeting shall be given at least forty-eight (48) hours prior thereto to each Board Member. No notice of special meetings of the Board of Trustees is required to be provided to Owners, except as may be required by law, although any Owner may attend a special meeting of the Board of Trustees if the Owner appears at the physical location of the meeting in person.

2.3 **Place of Meetings.** The Board may designate the office of the Manager or any place within ten (10) miles of the Neighborhood as the place of meeting for any annual or special meeting.

2.4 **Notice of Meetings.** The Board shall cause written or electronic, as allowed by Law, 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 a meeting or to vote at any meeting of the Owners, or any adjournment thereof, the Board 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 Lots 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 twenty-five percent (25%) 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 Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one Owner of such Lot or that Owner's attorney(s) 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, the Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, 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. In no event shall fractional votes be exercised in respect to any Lot and no more than one vote per Lot shall be allowed.
- 2.9 **Ballots and Written Consent.** The Association may obtain the approval of Owners, by mail or electronic means, as allowed by law. Ballots may be used as an alternative to meetings, and written consent may be used instead of meetings, as allowed by and consistent with the requirements of the Revised Nonprofit Corporations Act.
- 2.10 **Minutes of Meetings.** The secretary, or approved assigned, shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum: (a) the identification of the Persons present at the meeting both in person and by proxy; (b) the date of the meeting; (c) the identification of any issue that is voted on or decided in the meeting; (d) the number of votes cast for and against any issue decided upon; and (e) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section 2.10 does not invalidate any action taken at a meeting. Draft meeting minutes for each meeting of the Owners shall be sent to all Owners or posted on the Association's website within thirty (30) days of the annual meeting.

### ARTICLE III: HOMEOWNERS ASSOCIATION BOARD

- 3.1 **Number, Qualifications, Term, and Election.**
- (a) **Number of Members.** The Board shall be composed of either five (5) or seven (7) Persons meeting the qualifications stated in the Declaration and these Bylaws. Only one Member per Lot may serve as a Trustee at any one time.
  - (b) **Member Requirements/Qualifications.** All candidates for the Board must be a record Owner of a Lot and be a member in good standing and over the age of eighteen (18) years old.
  - (c) **Election.** Unless otherwise appointed as allowed in these Bylaws, Board Members shall be elected at a meeting duly called for that purpose. A Board election shall not be by secret ballot unless the Board indicates as such in the notice of meeting for an election. One vote per Lot may be cast for each open Board position. The person(s) receiving the largest number of votes shall be elected. No cumulative voting is permitted.

- (d) **Term.** The term of each Board Member shall be two (2) years. The terms of the Board Members shall overlap so that three (3) of five (5) (or four (4) of seven (7)) Board Members shall be elected one year, and two (2) (for a five (5) member board) or three (3) (for a seven (7) member board) the next, and so on.
- (e) **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 Board. If the Association gives advance notice of any Persons seeking election to the Board, 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 Board Members unless it is submitted with a written statement signed by that Person indicating that the Person is willing to serve.
- (f) **Disqualification.** If any Board Member is alleged to not meet the qualification requirements in the Declaration, and any Board Member is notified of or discovers this alleged lack of qualification, the Board shall promptly investigate and verify whether the Board Member is qualified or not, and during this period shall not make any further decisions. If the Board Member is not qualified, the Board Member's membership on the Board 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 Board established that the Board Member was not qualified. If a Board Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board, the decisions and actions of the Board, and that Board 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 Board Member is disqualified, if no such notice is provided.
- (g) **Removal for Failure to Participate.** If any Board Member shall fail to appear at four (4) consecutive regular Board meetings in a row or fifty percent (50%) or more of the regular meetings within any calendar year, after having received proper notice of the meetings, and after the Board has attempted in good faith to schedule meetings consistent with all of the Members' schedules, the other Board Members may by unanimous vote remove that Member and appoint a new Member.

### 3.2 Meetings.

- (a) **Regular Meetings.** The Board shall hold regular meetings at least quarterly, and more often at the discretion of the Board.
- (b) **Who is Entitled to Attend.** Board Members, Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussions, deliberation, 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, including a requirement that they remain silent except when comments are solicited by the Board.

- (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. The presiding officer may set a time limit and other rules of order for the Comment Period.
- (d) **Attendance by Telephone or other Means.** The Board may allow attendance and participation at any meeting of the Board by telephone or any other means that allows for the Board Members to hear each other during the meeting (electronic communication).
- (e) **Quorum and Manner of Acting.** A majority of current Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper Notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as a Board, and individual members shall have no powers as such.
- (f) **Place and Notice of Meetings.**
  - (1) The Board may designate any place in Summit County as the place of meeting for any regular meeting called by the Board but shall, in good faith, attempt to hold meetings in as close a proximity to the Neighborhood as reasonably possible.
  - (2) All regular meeting times will be noted on the Association's website. All Board 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 forty-eight (48) hours before the meeting. No Notice is required to Owners of a Board meeting if: (i) the meeting is to address an emergency; and (ii) each Board Member receives Notice of the meeting less than forty-eight (48) hours before the meeting.
  - (3) The Notice to Owners in part (2) above shall include: (i) the time and date of the meeting; (ii) the location of the meeting; and (iii) if a Board member may participate by means of electronic communication, the information necessary to allow Owners to participate by the same means of electronic communication.
- (g) **Executive Session.**
  - (1) The Board or any Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. The Board may exclude Owners and others from any part of the executive session portion of the meeting. If the Board 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 Board.
  - (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 Company."
    - (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 Board or the Committee.

### 3.3 **Informal Action, and Action by Board Members without a Meeting.**

- (a) Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if:
  - (1) The Notice, as defined, of the action is provided to each Board Member,
  - (2) Sufficient affirmative votes or consents are received in response to the Notice, and
  - (3) No Board Member demands 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 Board members then in office were present and voted.
- (c) A Board Member may revoke and change any response to any action by communicating 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 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 Board.
- (e) Action taken pursuant to this section has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board Members in any document.
- (f) Notice under 3.3(a)(i) shall state, at a minimum:
  - (1) The action to be taken,
  - (2) The time by which the recipient 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 acceptable by law.
  - (3) Communications and Notices may be by email, facsimile, hand-delivery, mail, or other electronic or physical means acceptable by law.

3.4 **Compensation.** No Board Member shall receive compensation for any services that he/she may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in the performance of his/her duties as a Board Member to the extent such expenses are approved by a majority of the Board.

3.5 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation, whether on paper or electronically, to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Board Member may be removed at any time, with or without cause, by the affirmative vote of a simple majority of the Allocated Interest of the Association at a special meeting of the Owners duly called for such purpose.

3.6 **Vacancies.** If vacancies occur in the Board by reason of moving out of the Neighborhood, death, resignation, removal for failure to attend meetings, or disqualification of a Board Member, the Board Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Members then in office, even though less than a quorum may be available. Any vacancy in the Board occurring by

reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board 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- President, Secretary, Treasurer, and Vice President.
- 4.2 **Election, Term, and Qualifications.** The officers of the Association shall be chosen by the Board at the first meeting of the Board following the annual meeting of Owners. 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. All officers must be Members of the Board during the entire term of their respective offices.
- 4.3 **Subordinate Officers.** The Board may 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 determine.
- 4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President of the Board. If the President chooses to resign he or she must deliver such notice to all officers of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and may be replaced by a unanimous vote of the remaining members 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 is created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.
- 4.6 **The President.** The President shall preside at meetings of the Board 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: (a) the right to control the order of the meeting; (b) the right to arrange for the removal of any disruptive Persons who may include, but not be limited to, any Person who (1) refuses to abide by Rules or (2) engages in vulgar, threatening, or otherwise inappropriate language or gestures; (c) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order;" and (d) the right to designate the Manager or any other Person to preside over any meeting at which the President is not present. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts as required

by the Board. The President shall have the general authority to implement decisions of the Board and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without the Board's approval as is necessary and prudent to preserve and protect property. The President shall be responsible for the duties of any other office while that office is vacant. Unless the President is fulfilling the duties of a vacant office, the President shall not vote at a meeting of the Board unless there is a tie between the other voting Board Members, in which case the President may vote to break the tie.

- 4.7 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution that the Board may require such Person to keep. The Secretary shall perform other duties as required by the Board. The Board may retain professionals to assist with the functions of the Secretary including, but not limited to the above-mentioned duties.
- 4.8 **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 Owners and at any meeting of the Board. 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 perform such other duties as required by the Board. The Board may retain professionals to assist with the functions of the Treasurer, including, but not limited to, accounting and bookkeeping.
- 4.9 **The Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's resignation, absence, inability, or refusal to act. The Vice President 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: SUBCOMMITTEES

- 5.1 **Designation of Subcommittees.** The Board may, by resolution, designate such committees (each a "Subcommittee") as it may deem appropriate to carry out its duties, responsibilities, functions, and powers. The membership of each such Subcommittee designated hereunder shall include at least one (1) Board Member. A Subcommittee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any Subcommittee at any time.
- 5.2 **Proceedings of Subcommittees.** Each Subcommittee 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 Subcommittee may determine. Each such

Subcommittee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

## **ARTICLE VI: INDEMNIFICATION**

- 6.1 **Indemnification.** No Board Member, officer, subordinate officer, agent or member of a Subcommittee 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 Board Member, officer, subordinate officer, agent or Subcommittee 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 Board Member, officer of the Association, or a member of a duly formed Subcommittee, 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 Board Member, officer of the Association, or member of a Subcommittee 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 Board Member, officer, or Subcommittee 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 Board 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 Board Member, officer, Subcommittee 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 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: AMENDMENTS

- 7.1 **Amendments.** Except as permitted specifically herein, or required by the Act, these Bylaws may be amended by the affirmative vote of Owners of Lots holding at least a simple majority of more than fifty percent (50%) of the Allocated Interest in the Association at a meeting called for that purpose.
- 7.2 **Execution of Amendments.** Upon obtaining the required vote, an amendment shall be signed by the President of the Association, who shall certify that the amendment has been properly adopted 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 Summit County, State of 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 at the meeting, or in the method of accepting or counting votes (which shall not include fraud in counting or the failure to properly count votes) shall be deemed waived under the following circumstances:
- (a) The objecting Person was in attendance at the meeting, and no objection to the particular procedural issue was made at the meeting;
  - (b) The objecting Person was not in attendance at the meeting but had proper Notice of the meeting, and no objection to the particular procedural issue is made within sixty (60) days of the date the meeting is held;
  - (c) 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, and no objection to the particular procedural issue is made within ninety (90) days of the date of the meeting;
  - (d) The objecting Person was not in attendance at the meeting and did not have actual notice and did not get proper Notice of the meeting before it occurred, within ninety (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 one hundred twenty (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 made 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 Be 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.