

SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE SILVER LAKE ESTATES SUBDIVISIONS #1 & #2

This Second Amended and Restated Declaration of Protective Covenants For The Silver Lake Estates Subdivisions #1 & #2 (hereinafter the "Declaration") is made and executed by the Board of Trustees with the necessary approval of the members of the Brighton Properties, Inc., a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

RECITALS

WHEREAS, the Declaration of Protective Covenants Governing the Silver Lake Estates Subdivisions #1 & #2, was recorded on August 29, 1996, as Entry No. 6442396, Book 7477 at Pages 0190 in the offices of the Salt Lake County Recorder.

WHEREAS, the Amended and Restated Declaration of Protective Covenants Governing the Silver Lake Estates Subdivisions #1 & #2 (the "Prior Declaration") was recorded on June 19, 2009, as Entry No. 10733792 in Book 9737, at Pages 3144-3178, in the offices of the Salt Lake County Recorder.

WHEREAS, the Association and the Owners desire to amend and restate the Prior Declaration to, among other reasons, bring the covenants and agreements into conformity with Utah law.

WHEREAS, Section 18, provides that the Prior Declaration may be amended by the affirmative vote of a majority of the Owners.

WHEREAS, in accordance with Utah Code Ann. §57-8a-104(1)(a)(i)(A), the undersigned, constituting a majority of the shareholders of Brighton Properties, Inc., have approved this Declaration as evidenced by the attached.

NOW THEREFORE, the Association is making the following additions and amendments, which have been approved by the members of the Association as required by Section 18 of the Declaration.

1. **Residential Use**: The lots in Silver Lake Estates, zoned FR, shall be known and described as residential lots. In addition to a residence no other structure shall be erected except for a private garage and a guest house unless approved in writing by the Board of Trustees.
2. **Division of Lots**: No lot shall be subdivided into smaller lots (except as currently shown on the recorded subdivision plat) unless approved in writing by the Board of Trustees of the Association (the "**Board**").
3. **Approval of Plans**:
 - a. No building, fence, wall or other structure shall be erected until the plans and specifications and plot plan and drainage plan shall have been submitted to and approved by

the Board of Trustees in accordance with the process set forth below. The Board of Trustees shall have the right to take into consideration (i) the suitability of the proposed building or structure, (ii) the materials to be used, (iii) the site upon which it is proposed to be erected, (iv) the harmony thereof with its surroundings and (v) its effect upon adjacent or neighboring properties. Subsequent alterations to any structure, including exterior color scheme, shall be subject to the prior approval of the Board of Trustees. The Board of Trustees shall not be responsible for errors or design defects in such plans or specifications or structural construction defects resulting therefrom.

b. The Board of Trustees shall exercise commercially reasonable efforts to review each set of plans within a 14-day period. However, in the event that the Board of Trustees fails to take any action within 30 days after the receipt of complete plans and specifications, then all of such submitted plans and specifications shall be deemed to be disapproved. Each Owner shall be responsible for compliance with applicable laws, including zoning and building codes, and this Declaration.

c. Any decision by the Board of Trustees, or any failure to respond within the 30 day review period, may be appealed to the Board.

4. Limitation of Liability: Neither the Board of Trustees nor any member, agent or employee of the Board of Trustees or the Association shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

5. Pets: No poultry, livestock or other animals, other than usual household pets, shall be permitted on any lot, subject to applicable local ordinances (e.g. dogs are prohibited in Big Cottonwood Canyon without a permit)"

6. Completion of Construction: No temporary structure shall be erected on any lot. No dwelling shall be occupied until completed. The construction of any structure, once started, shall be completed promptly. Once construction is completed all construction related cleanup and removal of any debris shall be performed promptly. Landscaping shall also be installed in a prompt manner.

7. Signs: No advertising signs of any character shall be permitted to remain on any lot without the prior written approval of the Board, except for reasonable signage relating to the sale of individual lots.

8. Nuisances: No lot shall be used for storage of rubbish or other property that will cause such lot to appear untidy, nor shall anything be kept on any lot that will omit foul or obnoxious odors, or cause any noise nor shall any outside lighting of a permanent nature be installed that might disturb the peace, quiet, comfort or serenity of the surrounding properties without the prior written approval of the Board.

10. Water: The quantity of water available being limited, no outside watering shall be permitted. Grass and sod shall not be installed due to the amount of water needed to maintain such landscaping. Every Owner by using the water system hereby waives the Association of any liability and agrees to hold the Association harmless for any issues associated with the water system, including claims of contamination.

11. Incinerators: No incinerators shall be kept or maintained on any lot.

12. Tanks: Any tanks for use in connection with any residence, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencework, or must be located as approved by the Board, so as to conceal the tank from neighboring lots or streets.

13. Vehicles: The Board shall have authority to limit the use and stationing of trucks, buses, camping and house trailers, campers, snowmobiles, motorcycles and other vehicles on any lot or on any of the roads within the Silver Lake Estates.

14. Native Growth and Terrain: The Board shall have authority to prevent the removal of natural growth and require suitable retaining walls where the angle of repose of the grounds shall be altered by excavation within seven (7) feet of any boundary line of any lot unless the slope does not exceed one and one-half (1 ½) feet horizontal to one (1) foot vertical.

15. Size of Dwelling: A single family dwelling constructed on a lot must occupy a ground floor area of enclosed structure, excluding garage and porches (decks), of not less than 1,500 square feet, unless a smaller area is approved in writing by the Board. The maximum size of single family dwelling on a lot in Silver Lake Estates #1 shall be 5,000 square feet and the maximum size of single family dwelling on a lot in Silver Lake Estates #2 shall be 10,000 square feet.

16. Commercial Use Prohibition: No business use or trade may be conducted in or from within Silver Lake Estates unless: (a) the business activity conforms to all zoning requirements for the Silver Lake Estates; (b) the business activity does not involve solicitation of residents of the Silver Lake Estates; and (c) the business activity is consistent with the residential character of the Silver Lake Estates and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined by the Board. Notwithstanding the above, the leasing of a Unit as allowed in Section 17(j) of the Rules shall not be considered a trade or business within the meaning of this Section.

17. Owner's Association:

(a) The Association has been created to own water rights, contract for water rights and to construct, maintain and improve the water system, drainage, private streets, roads, general planning and all common community services, within the Silver Lake Estates for the general benefit of all Owners. The Association is a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles (as defined below), Bylaws and this Declaration.

(b) Every Owner, in accepting a deed or contract for the purchase of any lot, shall become a member (shareholder) of the Association and shall be subject to the obligations and regulations of said corporation. Membership in the Association shall be appurtenant to the lot in which the Owner has the applicable interest. A copy of the Articles of Incorporation for the Association (the “Articles”) are attached hereto as Exhibit B and a copy of the Bylaws are attached hereto as Exhibit C.

(c) The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time.

(d) The Board shall maintain a reserve fund, pursuant to 57-8a-211 of the Utah Community Association Act, in an amount the Board deems to be prudent to cover expected expenses to repair or replace common areas and facilities that have a useful life of three years or more and remaining useful life of less than 30 years (“the Reserve Fund”). The amount of the annual contribution to the Reserve Fund determined by the Board shall be a line-item annual budget.

(e) The Board may levy assessments, including (a) “Annual Assessments” made on a calendar year basis based on the budget which shall be due and payable in annually, unless a different payment arrangement is made by the Board; (b) “Special Assessment” payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments or Reserve Fund; and (c) “Individual Assessments” which may be levied against an for administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or their Occupants; and costs associated with the maintenance, repair, or replacement of Common Areas or Limited Common Areas caused by the neglect or actions of an Owner or their Occupants. Except for Individual Assessments, the Owner of an undeveloped parcel within Silver Lake Estates shall pay assessments at a rate of fifty percent (50%) of the full assessment. The Owner of an undeveloped lot shall be subject to the full assessment rate sixty (60) days after construction activity begins on the lot.

(f) The Board may establish a “Reinvestment Fee” assessment in accordance with Utah Code §57-1-46. The following terms and conditions shall govern the Reinvestment Fee:

- i. Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Salt Lake County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a “Transfer”), the party receiving title to the Lot (the “Transferee”) shall pay to the Association a Reinvestment Fee in the amount of \$1,000.00
- ii. The Association shall not levy or collect a Reinvestment Fee for: (i) any Transfer made to the Association, (ii) any Transfer made for estate planning purposes by a Lot’s current Owner to a trust or other entity owned and

controlled by the Owner as determined by the Board, or (iii) any other Transfer so exempted in Utah Code §57-1-46(8).

- iii. The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall become part of the Assessment to which such Owner and that Owner's Lot are subject and may be collected as an Assessment.

(g) Each Owner, and its successors and assigns, agrees to pay the Assessments that are appropriate or necessary for the operations of the Association as determined by the Board. Such Assessment shall be paid promptly when they become due. Assessments not paid when due shall bear interest at eighteen percent (18%) per annum until paid. In the event of failure of an Owner to pay an Assessment promptly when due, for which the Owner shall be personally liable, the amount of the unpaid Assessment (together with costs and expenses and reasonable attorney fees incurred by the Association) shall constitute a lien upon the lot owned by said Owner, as well as a lien against the share of the Association, which lien shall relate back to when unpaid Assessment or charge became due. The Association may enforce payment of said Assessment by denial of the right to use water owned and controlled by the Association. The lien on the Owner's lot may be enforced as a mortgage or as otherwise permitted under applicable law. The Owner shall be responsible for the costs and expenses and reasonable attorney fees incurred by the Association in collecting unpaid Assessments.

(h) The Board may increase the Assessments as necessary to meet the ongoing and anticipated expenses of the Association. In no event shall the Assessments be increased more than 5% in one calendar year without the express consent of a majority of the Owners.

(i) The Board shall adopt an annual budget outlining the anticipated expenses of the Association, and such budget shall be distributed to the Owners prior to the annual meeting. In no event shall the Board be authorized to spend for any expense not contained in the approved budget without the express consent of a majority of the Owners. The Board may utilize reserve funds to repair and maintain the line items for which those monies were placed in the reserve fund without the need for Owner approval.

(j) Leasing of a residence is expressly allowed under the Declaration. The Association shall allow short term leasing and nightly rentals (with a minimum of two nights) so long as there is no prohibition from the Town of Brighton. All tenants shall be subject to the terms of the Declaration and any rules and regulations of the Association.

18. Variances: If a majority of the Owners shall determine that a variance from the restrictions in this Declaration is in the best interest of the Silver Lake Estates, the Board may grant a variance to a lot owner from the restrictions of this Declaration. Such a variance shall not constitute a waiver of these restrictions as to any other lots in the Silver Lake Estates.

19. Duration of Declaration: This Declaration and the terms and conditions contained herein, each and all of them, shall run with the land and bind the lots and shall inure to the benefit of and be enforceable by the Association or an Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners terminate or otherwise extend this Declaration.

20. Amendments: This Declaration may only be amended or changed, in whole or part, by a majority vote of the Owners of the lots in the Silver Lake Estates.

21. Enforcement of Covenants: Upon breach of any covenant or agreement contained herein, anyone owing or having an interest in Silver Lake Estates may bring appropriate action in the proper court to enjoin or restrain any violation or to compel compliance to provisions of this Declaration. In any such action the prevailing party shall be awarded their reasonable attorneys fees and costs. Any violation of these covenants shall not affect the lien of any mortgage now of record or hereinafter placed of record on any lot in Silver Lake Estates.

22. Invalidation: The invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 14 day of July, 2022.

EXECUTED by the President of the Board of Trustees for the Brighton Properties, Inc.
(below on the day and year first above written).

BRIGHTON PROPERTIES, INC.

By: Chad H. Smith

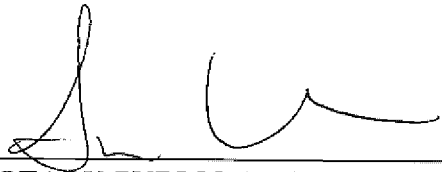
Name: CHAD H. SMITH

Title: PRESIDENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 14 day of July personally appeared before me Chad Smith, who being duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me the he/she executed the same.





NOTARY PUBLIC, Residing at:

My Commission Expires: 12/02/2024

EXHIBIT A
LEGAL DESCRIPTION AND PARCEL NUMBERS

All of **THE SILVER LAKE ESTATES PHASE 1**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 2498993.

Including Lots 1-31

Parcel Numbers: 24-35-151-001 thru 24-35-151-006
 24-35-152-001 thru 24-35-152-008
 24-35-153-001 thru 24-35-153-009, 24-35-153-011, 24-35-153-012
 24-35-154-001 thru 24-35-154-006

All of **THE SILVER LAKE ESTATES PHASE 2**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 2498994.

Including Lots 1-10

Parcel Numbers: 24-35-101-002 thru 24-35-101-007
 24-35-126-001 thru 24-35-126-004

EXHIBIT B

AMENDED AND RESTATED BYLAWS OF BRIGHTON PROPERTIES, INC.

These AMENDED AND RESTATED BYLAWS OF BRIGHTON PROPERTIES, INC., are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act ("Act") and the Utah Revised Nonprofit Corporation Act ("Nonprofit Act") (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and its Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as The Silver Lake Estates Subdivisions #1 & #2 (Silver Lake Estates), and to further the Association's efforts to provide a quality living environment safely, efficiently, and economically.

C. These Bylaws of the Association supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Silver Lake Estates Subdivision #1 and #2.

ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Residences or the mere act of occupancy or use of any said Residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year in the fall of each year on a day and time established by the Board. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, distributing the most recent reserve study, and to transact such other business as may come before the meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than thirty-five percent (35%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request.

3.3 **Place of Meetings.** The Board may designate any place that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, the place of the meeting shall be held at a public meeting place. Meetings may also be held (partially or wholly) through any electronic means, so long as all persons participating in the meeting may hear each other during the meeting.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than thirty (30) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, regular mail, or as otherwise allowed by the Act. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. 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. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is not delinquent in the payment of Assessments and has not has his or her voting rights suspended for violation of the Governing Documents.

3.6 **Record Date for Notice Purposes.** 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, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** At any Owner meeting, the presence of at least thirty-three percent (33%) of the Owners, either in person or by proxy, shall constitute a quorum for the transaction of business. Any Lots owned by the Association shall count towards the quorum requirement so long as a proxy is appointed by the Board of Trustees to represent those Lots.

3.8 **Proxies.** Owners shall be entitled to vote in person or by proxy at each meeting provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given to a Person who represents an Owner at Association meetings shall be in writing, dated, and signed by such Owner. 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. Proxies shall be filed with the President of the Association (or with such other officer or person who may be assigned to collect proxies at the meeting) before the meeting is called to order. The Secretary or other assigned officer of person shall record all proxies in the meeting minutes.

3.9 **Votes.** With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote per Lot owned. Any Lots owned by the Association shall be voted on a pro-rata basis of the total number of votes being cast. 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 Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. The election of Board Members may be by secret ballot. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) or more conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners who are in good standing (see Section 3.5 above) shall be entitled to vote. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The Board may adopt additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members

who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code §16-6a-707 or §16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings.** A designated secretary shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting.

ARTICLE IV BOARD OF TRUSTEES

4.1 **Powers.** The Project and the affairs and business of the Association shall be managed by the Board of Trustees. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** The property, business, and affairs of the Association shall be governed by a Board of Trustees composed of five (5) individuals. Board Members must be in good standing (see Section 3.5 herein), must be at least 18 years old, and must be an Owner or the spouse of an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. No more than one (1) Board Member may reside in the same household. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Nominations.** No more than sixty (60) or less than fifteen (15) days before an election to the Board of Trustees is held, the Association shall notify the Owners of the election, of the number of upcoming vacancies that will be filled at the election and shall issue a call for nominations. The time period for nominations shall remain open for at least ten (10) days. Nominations for candidates may be made in writing to a current Board Member. Self-nominations are permitted. All nominees shall meet the qualifications for Board Members provided in these Bylaws. The Board of Trustees may from time to time amend this nomination procedure by resolution.

4.4 **Election.** The election of Board Members shall be made by a vote of the Owners. If the election of Board Members is not held during the Annual Meeting, or at any adjournment thereof, the Board may hold the election at a Special Meeting of the Owners. Pursuant to Section 3.9 above, the election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. During each election, Owners in good

standing (see Section 3.5 above) (or their proxies, if the election takes place during an Annual or Special Meeting) may cast, with respect to each vacancy, one (1) vote. The candidates receiving the largest number of votes shall be elected. Cumulative (i.e. an Owner casting on a ballot all of his or her votes for the same candidate) or fractional voting is not permitted.

4.5 **Term of Office**. Each Board Member shall be elected for a term of two (2) years. The terms shall be staggered and overlap so that elections for Board Member positions are held each year, with a minimum of two (2) open seats on a five-member board. If the terms become un-staggered for any reason, the Board Members elected in a particular year receiving the most votes shall serve for two (2) years and the others shall serve for one (1), in such manner as necessary to re-stagger the board. Board Members may serve consecutive terms if reelected.

4.6 **Regular Meetings**. The Board shall hold meetings at least quarterly at the discretion of the Board.

4.7 **Special Meetings**. Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.

4.8 **Meeting Notice**. Notices of Board meetings may be given to Board Members and Owners personally, by email, by telephone, including text message, or as otherwise allowed by the Acts. By unanimous consent of the Board, meetings may be held without call or notice to Board Members, but notice shall always be provided, as required by the Acts, to those Owners who have requested notice of Board meetings.

4.9 **Quorum and Manner of Action**. A majority of the then authorized Board Members shall constitute a quorum for the transaction of business at any Board meeting. 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 shall be the act of the Board. The Board Members shall act only as the Board of Trustees, and individual Board Members shall have no powers as such.

4.10 **Owner Attendance**. Any Owner may request notice of Board meetings by requesting such notice from a Board Member or Manager and providing a valid email address and phone number capable of receiving text messages which may be used by the Association in sending notice. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.11 **Open Meetings**. Except as provided below in (a) through (f), Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;

- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

4.12 **Board Meetings Location.** The Board may designate any place in Salt Lake County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members or Owners to communicate orally in real time. If a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners, who have requested notice, may call-in to access the meeting.

4.13 **Board Action.** Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

4.14 **Compensation.** No Board Member shall receive compensation for any services rendered to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.15 **Resignation and Removal.** All Board Members must be in good standing in the Association, meaning they must be current in payment of their Assessments. Board Members may resign at any time by delivering a written resignation to the President. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board member may be removed by unanimous vote of the other Board members if conduct is detrimental or impairing to activities of the Board or if they are delinquent on assessments or monies owed to the Association. If the Board member refuses to resign, the Board Member may be removed at any time, with or without cause, by the Owners at a special meeting duly called for such purpose and upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association.

4.16 **Vacancies.** If vacancies shall occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. 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 predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.17 **Action Without a Meeting.** Action by Shareholders Without A Meeting. Shareholders have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 of the Utah Revised

Non-Profit Corporation Act, and any other applicable thereof. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

4.18 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.19 **Adjournment.** The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.20 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct or vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, one or more Vice Presidents, and such other officers as may be appointed by the Board.

5.2 **Election, Tenure, and Qualifications.** Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each such officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **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 from time to time determine.

5.4 **Resignation and Removal.** An officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. An officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies and Newly Created Offices.** If a 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 majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Trustees and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the 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 Owner or person, (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 Modern Rules of Order." 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 Board.

5.7 **Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board.

5.8 **Secretary (Designated).** A secretary shall be designated to keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require such person to keep. The secretary shall perform such other duties as required by the Board. The Secretary need not be a member of the Board, but if the secretary is a member of the Board, the role of secretary shall be assigned and fulfilled by rotation of all Board members.

5.9 **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 VI COMMITTEES

6.1 **Designation of Committees.** The Board may designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees.** A committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Committees shall keep records of its proceedings and shall regularly report such records to the Board.

6.3 **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer 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 committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member

6.5 **Vacancies.** If a vacancy shall occur in any committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the 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 Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** In addition to the indemnification provisions and requirements set forth in the Declaration, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or 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 Board Member, officer, or committee member of the Association, 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, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided 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 willful or 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. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification provided herein shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under the Acts or under any 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. It is the intent hereof that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board shall direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person

against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through 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 VIII RECORDS AND AUDITS

8.1 **General Records.** The Board of Trustees or the Manager for the Association shall keep detailed records of the actions of the Board of Trustees and Manager; minutes of the meetings of the Board of Trustees; and minutes of the Owner meetings of the Association. The Board of Trustees shall also maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Trustees. The Board of Trustees shall also maintain a list of Owners.

8.2 **Records of Receipts and Expenditures.** The Board of Trustees or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Project, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

8.3 **Financial Reports and Audits.** An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Trustees to all Owners and to any mortgagees of Lots who request the same. The Board of Trustees shall also annually, at the expense of the Association, obtain an “accounting review” or “agreed upon procedures” by a certified public accountant or other similar financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Lots who request this information. From time to time the Board may also, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. At any time, any Owner or Eligible Mortgagee may, at such Owner’s or Eligible Mortgagee’s own expense, cause an audit or inspection to be made of the books and records of the Association.

8.4 **Inspection of Records by Owners.** Except as provided in Section 8.5 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Trustees. The Board of Trustees shall maintain a copy, suitable for the purposes of duplication of the following: (1) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association; (2) The most recent financial statement prepared pursuant to Section 8.3 above; and (3) The current operating budget of the Association. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under this Section 8.4. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by

its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

8.5 **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- (a) Personnel matters relating to a specific identified person or a person's medical records.
- (b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- (c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.
- (d) Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.
- (e) Disclosure of information in violation of law.
- (f) Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or Rules;
- (g) Documents, correspondence, or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.
- (h) Documents, correspondence, or other matters considered by the Board of Trustees in executive session.
- (i) Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX RULES AND REGULATIONS

9.1 **Rules.** The Board shall have the authority to adopt and establish by resolution such Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. The Board shall follow current Utah State Laws regarding notification and Owner participation in meetings called to consider Rules additions or revisions. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE X AMENDMENTS

10.1 **Amendments.** The Bylaws may be amended by the recording in the Salt Lake County Recorder's Office of an instrument executed and acknowledged by the Shareholders of at least a majority of the Shareholders. Ballots to amend the Bylaws may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

least a majority of the Shareholders. Ballots to amend the Bylaws may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Board of Trustees has executed these Bylaws of the Brighton Properties, Inc., as of the day and year written below, after having receiving approval from at a majority of the total voting interests of the Association.

DATED as of the 14 day of July, 2022.

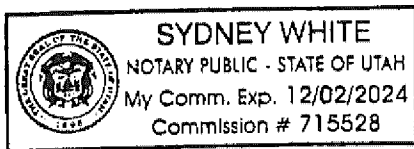
Brighton Properties, Inc.
A Utah Nonprofit Corporation

By: Chad H Smith

Its: president

State of Utah)
) ss.
County of Salt Lake)

On the 14 day of July, 2022, personally appeared before me Chad Smith who by me being duly sworn, did say that she/he is an authorized representative of Brighton Properties, Inc., and that the foregoing instrument is signed and executed by authority of the consent of its members.



Notary Public [Signature]