

ENT 169143 : 2020 PG 1 of 24  
**Jeffery Smith**  
**Utah County Recorder**  
2020 Oct 27 04:12 PM FEE 50.00 BY IP  
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**When Recorded Return to:**

Alpine Ridge Estates LLC  
Attn: David Gifford  
6944 W 9720 N  
Highland UT, 84003

**SECOND AMENDED AND RESTATED**

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
for  
BROOKSIDE MEADOWS**

**COURTESY RECORDING**

This document is being recorded solely as  
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**SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
for  
BROOKSIDE MEADOWS**

THIS DECLARATION of Covenants, Conditions and Restrictions is hereby Amended and Restated in its entirety this 27 day of October by Alpine Ridge Estates LLC, a Utah limited liability company with an address of 6944 W. 9720 N Highland UT, 84003, and Alpine Ridge Estates 2 LLC, a Utah limited liability company with an address of 883 N 2375 W Lehi, 84043 (together referred to herein as "Declarant"), whose project is known as Brookside Meadows.

This Declaration was originally recorded on June 17, 2020 as Entry No. 83456:2020 and was first amended September 2, 2020, as Entry No. 134760:2020, for the purpose of adding the Articles of Incorporation and Bylaw for Brookside Meadows, HOA, Inc. as Exhibits A and B to the Declaration.

This Declaration is now **AMENDED for the purpose clarifying the acceptable materials to be used for fences in paragraph 1.5(3); and for exterior building materials in paragraph 1.6(1).**

Title to the following land is conveyed subject to this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

**All of Lots 1-15, and Common Area(s) /Open Space(s), Brookside Meadows P.R.D.,**  
according to the official plat thereof recorded September 21, 2020, as Entry No. 143856:2020;  
Map No. 17272, in the office of the Utah Count Recorder, State of Utah.

(Parcel Nos. 35-768-0001, et. seq.) (A Meets and Bounds Description is attached as Exhibit A, for reference purposes only).

**Article 1  
Architecture**

- 1.1 Building Type.** No lot shall be used except for purposes as written in Alpine City code. Every dwelling shall have a minimum area above ground two thousand (2000) square feet for a single level residence and three thousand (3000) square feet above ground for a two story or multi-level residence. No dwelling shall exceed two (2) stories in height.
- 1.2 Temporary Structures.** No trailer, tent, shack or other out-buildings shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.
- 1.3 Easements.** Easements and rights of way are hereby reserved to the declarant, its successors and assigns, in and over the real property within the subdivision subject to this Declaration for the erection, construction, maintenance and operation therein and thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services, sewage, cable TV, ethernet and other things for convenience to the owners of lots in the subdivision, including but not limited to those shown on the plat. No structure of any kind shall be erected over any of such easements without permission from the Declarant, its successors or assigns. All purchasers of

lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell lots owned by the Declarant therein.

**1.4 Front yard requirements.** Setbacks of any building shall be in accordance with Alpine City Code

**1.5 Garages, driveways and fences.**

- (1) Every dwelling must have a minimum of three (3) car garage.
- (2) Driveways for dwellings must be hard surface such as concrete, asphalt, or pavers.
- (3) Material to be used for boundary fencing shall consist of one, or some combination of vinyl, masonry, or wrought iron, and shall be installed, and maintained in accordance with Alpine City code.

**1.6 Architectural guidelines.**

- (1) **Harmony in building.** The exterior material of all dwellings and out-buildings shall consist of one, or some combination, of the following materials: brick, stone, hardy board, stucco or cast stone.

**Article II**  
**Nuisances and Related Matters**

**2.1 Animals and pets.** All Alpine City ordinances shall be complied with concerning pets.

**2.2 Storage.** No campers, boats, trailers, ATV's and UTV's shall be stored on driveways in excess of five (5) days unless being stored behind fencing, in an outbuilding or behind the front set back of any house. No above-mentioned items shall be stored on roadways for longer than 24 hours.

**2.3 Drilling and Mining.** There shall be no oil drilling, mining, quarrying or related operations of any kind upon any property.

**2.4 Rubbish.** No rubbish shall be stored or allowed to accumulate anywhere in the subdivision, except in sanitary containers. Rubbish shall include but not be limited to pulled bushes or weeds, household wastes, un-licensed automobiles, campers, boats, trailers or items in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers and stored in garages or where screened by adequate fencing or shrubbery so as to be concealed from view of neighbors and streets.

**2.5 Installation and Maintenance of Landscaping.** the homeowner shall landscape front and rear yards within 6 months of receiving certificate of occupancy including sprinklers unless seasonal conditions preclude such planting, in which case the landscaping will be performed as soon as possible, but in no case later than June 1<sup>st</sup> of the first summer of ownership.

### Article III

#### General Provisions

**3.1 Enforcement.** Any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or inequity all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues of such violation. The prevailing party in any proceedings to enforce these covenants shall be entitled to costs and attorney fees.

**3.2 Acceptance of Restrictions.** All purchases of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein or any portion thereof, be hereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

**3.3 Slope and Drainage Control.** No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with any grading or common area, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot strictly conforms to any grading and drainage plan established by Alpine City.

### Article IV

#### Additional Covenants

**4.1 Declarant's Right to Amend.** The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be the most beneficial for the Subdivision, so long as it owns lots in the subdivision.

**4.2 Severability.** Invalidation of any one or any portion of any of these covenants and restrictions by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**4.3 Amendment.** These Restrictive Covenants may be amended by a 2/3 vote of owners in the subdivision (10 of 15). Until the Developer has sold the last lot in the subdivision the Developer retains the right to make any amendments to the Restrictive Covenants.

**4.4. HOA.** A Homeowner's Association Brookside Meadows HOA, Inc. has been created by the Developer for the purpose of enforcement of the Restrictive Covenants and the collection of common area maintenance expenses, all as more particularly set forth in Bylaws for that non-profit corporation, a copy of which accompanies this Declaration and is attached hereto.

**4.5. Reserve Fund.** Notwithstanding the provisions of any Utah law regarding a reserve study or a creation of a reserve fund, the Developer shall not be required to establish a reserve fund or deposit any of the Developer's own funds for that purpose. Upon the transfer by the Developer to a buyer of any lot, a fee of \$250 shall go into an account established by the Homeowner's

Association for the purpose of paying for common area improvements and maintenance. Thereafter, the annual dues or expenses shall be as determined either by the Management Committee/Board or by the lot owners by 2/3 majority vote.

### **Article V** **Limitation of Liability**

**5.1 Limitation of Liability.** Neither the Developer nor or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans, specifications or construction of public improvements or common areas once the same have met and passed Alpine City inspections.

*[Signature/Acknowledgement page to follow]*

In witness whereof, the undersigned have executed this Declaration of Covenants, Conditions, and Restrictions for Brookside Meadows the day and year written.

**DECLARANT:**

**Alpine Ridge Estates LLC**

By:   
David Gifford, Manager

STATE OF UTAH )

ss:

COUNTY OF UTAH )

On this 27<sup>th</sup> day of OCTOBER, in the year 2020, personally appeared before me David Gifford, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Alpine Ridge Estates LLC (Declarant/Developer) and acknowledged that he executed this instrument in his duly authorized capacity for and on behalf of said Alpine Ridge Estates LLC.



RACHEL WILSON  
NOTARY PUBLIC • STATE OF UTAH  
My Commission Expires October 10, 2022  
COMMISSION NUMBER 702762



NOTARY PUBLIC

**Alpine Ridge Estates 2 LLC**

By:   
David Gifford, Member

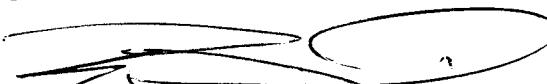
By:   
Kevin Holland, Member

STATE OF UTAH )

ss:

COUNTY OF UTAH )

On this 27<sup>th</sup> day of OCTOBER, in the year 2020, personally appeared before me David Gifford and Kevin Holland, proven on the basis of satisfactory evidence to be the persons whose names are ascribed hereto, representing all of the members Alpine Ridge Estates 2 LLC (Declarant/Developer) and acknowledged that they executed this instrument in their duly authorized capacity for and on behalf of said Alpine Ridge Estates 2 LLC.



NOTARY PUBLIC



RACHEL WILSON  
NOTARY PUBLIC • STATE OF UTAH  
My Commission Expires October 10, 2022  
COMMISSION NUMBER 702762

(Meets and Bound Description of property for Reference Purposes Only.)

**Exhibit A**

A TRACT OF LAND BEING SITUATE IN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°38'36" WEST BETWEEN THE EAST QUARTER AND THE WEST QUARTER OF SAID SECTION 24, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°38'36" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 2682.94 FEET AND NORTH 17.27 FEET FROM THE EAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 7, PLAT A, DEERFIELD SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 10153, AND RUNNING THENCE NORTH 30°16'09" WEST 6.91 FEET; THENCE NORTH 89°15'56" WEST 61.10 FEET; THENCE NORTH 87°26'36" WEST 27.89 FEET; THENCE NORTH 86°48'27" WEST 109.48 FEET; THENCE SOUTH 89°28'07" WEST 100.18 FEET; THENCE NORTH 87°50'37" WEST 193.36 FEET; THENCE NORTH 86°42'12" WEST 100.37 FEET; THENCE NORTH 89°08'14" WEST 120.91 FEET; THENCE NORTH 87°48'00" WEST 65.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF 400 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, 1) NORTH 07°04'00" EAST 58.16 FEET, 2) NORTH 01°04'00" EAST 417.73 FEET TO THE SOUTHWEST CORNER OF MOUNTAINVILLE HEIGHTS PUD, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2498; THENCE ALONG SAID PLAT THE FOLLOWING THREE (3) COURSES, 1) NORTH 88°28'55" EAST 864.51 FEET, 2) NORTH 26°46'20" EAST 395.43 FEET, 3) NORTH 36°03'20" EAST 74.92 FEET TO THE WESTERLY CORNER OF PARCEL 101C, PLAT C, WHITBY WOODLANDS PRD, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11809; THENCE ALONG SAID PLAT THE FOLLOWING TEN (10) COURSES, 1) SOUTH 60°00'00" EAST 166.36 FEET, 2) SOUTH 10°00'00" WEST 52.88 FEET, 3) SOUTH 27°39'52" WEST 69.81 FEET, 4) SOUTH 10°00'00" WEST 130.00 FEET, 5) SOUTH 39°00'00" WEST 187.00 FEET, 6) SOUTH 27°40'00" WEST 37.00 FEET, 7) SOUTH 51°16'59" EAST 48.84 FEET, 8) SOUTH 22°00'00" WEST 60.16 FEET, 9) SOUTH 60.51 FEET TO THE POINT OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT, 10) ALONG SAID CURVE A DISTANCE OF 1.76 FEET THROUGH A CENTRAL ANGLE OF 00°30'10" (CHORD BEARS SOUTH 83°44'27" WEST 1.76 FEET) TO THE NORTHEAST CORNER OF THAT CERTAIN WARRANTY DEED RECORDED ON AUGUST 11, 2005, AS ENTRY 88437:2005, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE ALONG SAID WARRANTY DEED THE FOLLOWING THREE (3) COURSES, 1) SOUTH 84°00'00" WEST 151.02 FEET TO THE POINT OF A 254.00 FOOT RADIUS CURVE TO THE LEFT, 2) ALONG SAID CURVE A DISTANCE OF 48.46 FEET THROUGH A CENTRAL ANGLE OF 10°55'54" (CHORD BEARS SOUTH 78°32'03" WEST 48.39 FEET), 3) SOUTH 04°12'04" WEST 50.18 FEET TO THE POINT OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH 84°00'00" EAST 186.62 FEET TO THE WEST LINE OF SAID PLAT C, WHITBY WOODLANDS PRD; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES, 1) SOUTH 32°00'00" WEST 50.78 FEET, 2) SOUTH 45°00'00" WEST 155.00 FEET TO THE NORTH LINE OF SAID PLAT A, DEERFIELD SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES, 1) SOUTH 89°00'44" WEST 59.67 FEET, 2) SOUTH 03°23'29" WEST 41.92 FEET, 3) SOUTH 57°26'29" WEST 75.64 FEET TO THE POINT OF BEGINNING.

(CONTAINS 576,669 SQUARE FEET, OR 13.238 ACRES, MORE OR LESS.)

**EXHIBIT B**

**ARTICLES OF INCORPORATION for**

**BROOKSIDE MEADOWS HOA, INC.**

**ARTICLES OF INCORPORATION  
OF  
BROOKSIDE MEADOWS HOA, INC.**

David Gifford, the undersigned natural person over the age of 21 years, acting as incorporator of a non-profit corporation pursuant to the Utah Revised Non-profit Corporation Act, hereby adopts the following Articles of Incorporation for said corporation:

**ARTICLE I  
NAME**

The name of the non-profit corporation is Brookside Meadows HOA, Inc. ("Corporation").

**ARTICLE II  
DURATION**

The duration of the Corporation shall be perpetual unless earlier dissolved pursuant to law.

**ARTICLE III  
PURPOSES**

The Corporation is organized as a non-profit corporation and shall be operated exclusively for the purpose of serve as a Homeowner's Association for all lots/units in the Brookside Meadows Subdivision project in Utah County, State of Utah. The Corporation is organized and shall be operated to perform the functions and provide the services contemplated in any Bylaws of the Corporation hereinafter the "Bylaws", or as set forth in the Restrictive Covenants. No dividends shall be paid and no part of the net income of the Corporation, if any, shall be distributed to the members, directors, or officers of the Corporation, except as otherwise provided herein or by law.

**ARTICLE IV  
POWERS**

Subject to the purposes declared in Article II above and any limitations herein expressed, the Corporation shall have and may exercise each and all of the following powers and privileges:

A. The power to do any and all things that the Corporation is authorized or required to do under the Bylaws, as the same may from time to time be amended.

B. The power to do any and all things that a non-profit corporation may now or hereafter do under the laws of the State of Utah, or any other state.

## ARTICLE V MEMBERSHIP

Members of the corporation shall be limited to lot/unit owners at Brookside Meadows Subdivision project in Utah County, State of Utah.

## ARTICLE VI MEMBERSHIP CERTIFICATES

The Corporation will not issue shares or certificates of membership.

## ARTICLE VII VOTING RIGHTS

The Corporation shall have voting members, each of which must be a lot /unit owner in Brookside Meadows, with one vote allowed per unit/lot.

## ARTICLE VIII ASSESSMENTS

The Members of the Corporation shall be subject to assessments by the Corporation from time to time in accordance with the provisions of the Bylaws and Conditions, Covenants and Restrictions recorded against the project and applicable law and shall be liable to the Corporation for payment of such assessments. The Members of the Corporation shall not be individually or personally liable for the debts or obligations of the Corporation.

## ARTICLE IX REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Corporation is Alpine Ridge Estates LLC, 1250 E 200 S, Ste 1D, Lehi UT 84043.

## ARTICLE X DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors, consisting of three Directors. They are also identified as Trustees and comprise the Management Committee of the Corporation.

## ARTICLE XI MANAGERS

The Directors/Trustees/Management Committee, may, by written contract, delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are properly delegable.

## ARTICLE XII BYLAWS AND RULES AND REGULATION

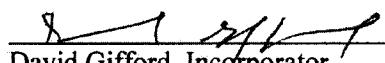
To the extent that the same are not inconsistent with these Articles of Incorporation , the restrictive covenants, or Utah law, the Directors may adopt and enforce bylaws and may adopt, amend, repeal, and enforce reasonable rules and regulations governing the operation of the Corporation and the operation and use of the Project.

## ARTICLE XIII INCORPORATOR

The name and address of the incorporator of the Corporation is as follows:

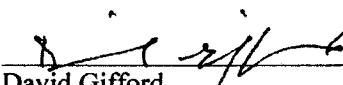
David Gifford  
Alpine Ridge Estates LLC  
1250 E 200 S, Ste 1D  
Lehi UT 84043

DATED this 31 day of August 2020.

  
\_\_\_\_\_  
David Gifford, Incorporator  
Alpine Ridge Estates LLC

The undersigned hereby consents to appointment as registered agent.

ALPINE RIDGE ESTATES LLC

By:   
\_\_\_\_\_  
David Gifford  
Its: Manager

**EXHIBIT C**

**BYLAWS for**

**BROOKSIDE MEADOWS HOA, INC.**

**BYLAWS  
FOR  
BROOKSIDE MEADOWS HOA, INC.**

The following Bylaws of the Association of Unit Owners shall govern the operation, management and regulation of Brookside Meadows HOA, Inc.

**ARTICLE I  
INCORPORATION**

1. **Submission:** These Bylaws incorporate by reference the Articles of Incorporation of the Brookside Meadows HOA, Inc. ("Articles"), which is located in Utah County, State of Utah. These Bylaws shall govern the administration of the Project and the Association of Unit Owners and the Management Committee, said Committee acting as Trustees/Board of Directors of the HOA.

2. **Organizational Form:** A corporation has been formed under the laws of the State of Utah, and these Bylaws shall also function and operate as the Bylaws of the company; and in the event of any conflict, incongruity or inconsistency between these Bylaws and the Articles, these Bylaws shall in all instances control. However, in the event of conflict with State law, City Ordinance, or the Restrictive Covenants, the Restrictive Covenants and governing law shall control.

3. **Registered Office and Registered Agent:** The Initial Registered Agent and office of the Association is Alpine Ridge Estates LLC, 1250 E 200 S, Ste 1D, Lehi UT 84043 until such time as all units are sold. After transfer of the operation of the association to the owners, the Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the home of the President or such other place as shall be designated by the members.

4. **Bylaws Applicability:** All present and future owners, occupants, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance at the Project shall be subject to and abide by these Bylaws and any Restrictive Covenants filed in the County record.

**ARTICLE II  
ORGANIZATION**

1. **Composition:** The Association of Unit Owners is a mandatory Association consisting of all Lot/Unit Owners at the project Subdivision. The terms "Lot" or "Unit" are interchangeable.

2. **Voting:** Each Unit/Lot shall have one vote. Multiple owners of a lot/unit must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Entities may vote by means of an authorized agent. Each lot is a member of the Association.

3. Place of Meeting: Meetings of the Association shall be held at the registered office of the Association or at such other suitable place as may be designated by the Management Committee from time to time and stated in the notice of meeting.

4. Annual Meeting: Unless otherwise designated by the Management Committee, the annual meeting of the Association shall be held at 7PM on the last day of May of each year, or at such other suitable date as may be designated by the Management Committee from time to time. When such day is a weekend or holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the registered office of the Association unless otherwise specified in the notice of meeting.

5. Special Meetings: The President or two of the members of the Management Committee may call a special meeting of the Association, or if he/she is so directed by resolution of the Management Committee or upon receipt of a petition signed and presented to the Secretary of the Management Committee by at least 2/3 of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting: It shall be the duty of the Secretary to hand deliver or mail, by regular U. S. Mail, postage prepaid, a notice of (a) each annual meeting of the Owners not less than or more than 30 days in advance of such meetings; and (b) each special meeting of the Owners at least 3 days and not more than 20 days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his or her respective Unit or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he/she shall be in full compliance with all of the terms, covenants, and conditions of the Bylaws, Rules and Regulations, and shall have fully paid all Common Area Fees and/or Additional Charges due, including special assessments.

8. Proxies: The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be removed except by actual written notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Management Committee not less than 48 hours before the meeting. Only individual Unit Owners or the legal representative of a Unit Owner may be proxies.

9. Quorum Voting: A 2/3 majority of the owners shall constitute a quorum for the adoption of decisions unless otherwise stated in the CCRs. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 2 days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote for the Unit Owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought before the meeting.

10. Order of Business: The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. report of special Management Committees, or hired manager, if any;
- f. election of inspectors of election, if applicable;
- g. election of Management Committee Members, if applicable;
- h. unfinished business; and
- i. new business

11. Conduct of Meeting: The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record all transactions occurring thereat.

a. Open Meetings: A portion of each meeting of the Management Committee shall be open to all members of the Association, but owners other than members of the Management Committee may not participate in any discussions or deliberation by the Management Committee unless expressly so authorized by majority of a quorum of the Management Committee. The Management Committee may establish procedures, policies and guidelines for the conduct of its meetings and may prohibit photographs, electronic recording or video recorders.

b. Executive Session: The Management Committee may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders for business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c. Action Without a Formal Meeting: Any action to be taken at a meeting of the Management Committee may be taken without a meeting if consent is in writing, setting forth action so taken, shall be signed by all members of the Management Committee.

**ARTICLE III**  
**MANAGEMENT COMMITTEE**

1. **Powers and Duties:** The affairs and business for the Association may be managed by a Manager hired for that purpose. The Manager 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 Bylaws or Restrictive Covenants and may do all such acts and things necessary to operate and maintain the Project. The Management Committee shall have the power from time to time to adopt any rules and Regulations deemed proper for the exercise of its management powers, as long as the same do not conflict with these Bylaws, or the Restrictive Covenants the Management Committee may delegate its authority to a manager. Subject to any limitations or provisions contained in the Bylaws, the Management Committee shall be responsible for at least the following:

a. Preparation of annual budget in which there shall be established the contribution of each Owner to the common area fees.

b. Establishing common area fees to defray the costs and expenses of maintenance of the Project, establishing the means and methods of collecting such common area fees from the Owners, and establishing the period and method of the installment payment of the annual assessment for common area fees subject to these guidelines. Unless otherwise determined by the Management Committee, each Owner's common area fee may be payable in equal monthly installments, due and payable in advance on the first day of each month. However in the event a Unit Owner fails to make an installment payment in a timely manner, the entire annual assessment may be accelerated by the Management Committee and shall thereafter be automatically due and payable without further notice, although the Management Committee may subsequently elect to defer the obligation over time.

c. Providing for operation, care, upkeep, repayment, maintenance, insurance and surveillance of all the Common Areas and the services of the Project.

d. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Areas, and providing services for the property, and, where appropriate, providing the compensation for such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.

e. Collecting the common area fees against the Owners, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to carry out the administration of the Property.

f. Making, amending, and enforcing Rules and Regulations respecting the Project, these Bylaws, and the use of the Property.

g. Opening of bank accounts on behalf of the Association and designating the signatories required therefore.

h. Making or contracting of repairs, additions, and improvements to or alterations of, the Property, and repairs to and restoration of, the Property in accordance with these Bylaws, after damage or destruction by fire or other casualty.

i. Enforcing by legal means the provisions of these Bylaws, Rules and Regulations for the use of the Property adopted by it, and bringing any proceedings, which may be instituted on behalf of the Owners.

j. Obtaining and carrying insurance against the risks, casualties and liabilities and paying the premium costs thereof.

k. Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Units.

l. Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses for the Common areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the time and in the manner that shall be set and announced by the Management Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, may be audited at least once annually by an outside auditors employed by the Management Committee who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Project who requests the same in writing from the Secretary.

m. Providing where necessary, services for the Common Areas.

n. To pay any amount necessary to discharge any mechanic's or material men's lien or other encumbrance levied against the Property, or any part thereof, which may be in the opinion of the Management Committee constitute a lien against the Property or against the Common Areas, rather than merely against a particular Unit. When one or more Unit Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Management Committee by reason of said lien or liens shall be specially assessed to said Unit owners and shall, until paid by said Unit Owners, constitute a lien on the interest of said Unit Owners in the Property which lien may be perfected and foreclosed in the manner provided by law.

o. To give notice of and to provide hearings for alleged infractions of the Bylaws or administrative rules and regulations, issue citations and/or levy fines for violations of the Bylaws, Rules and Regulations.

p. To make emergency repairs.

q. At the expense of the Owner or Occupant, to tow away or otherwise remove any motor vehicle parked, stored, or standing in an unauthorized area or disabled vehicles.

r. To evict non-Owner Occupants in material violation of the Bylaws, or any administrative Rules and Regulations.

s. To regulate the parking or storing in the project to operable vehicles only.

t. To do such other things and acts necessary to comply with the law regarding Homeowner's associations, this document, the Restrictive Covenants, and anything required by a proper resolution of the Management Committee or Association.

2. Composition of Management Committee: The Management Committee shall be composed of 3 members who shall serve as Trustees/Directors. Only individual Unit Owners or officers or agents of organizational Owners other than individuals shall be eligible for Management Committee membership. If management is by a Manager, said Manager must be a licensed real estate broker, or employee of the Owner's Association.

3. Election and Term of Office of the Board: The term of office of membership on the Management Committee shall be 3 years. At the expiration of the member's term, a successor shall be elected. The election of Management Committee members shall be staggered so that only 1 new Director is elected each year, unless a Director refuses to continue to serve.

4. Organizational Meeting: The first meeting of the members of the Management Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Management Committee.

5. Regular Meetings: Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the member of the Management Committee.

6. Waiver of Notice: Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Management Committee shall constitute a waiver of notice. If all the members are present any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

7. Management Committee's Quorum: At all meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business and the acts of the majority of all the Management Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Management Committee. If, at any meeting of the Management Committee, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than 2 days. At any such

rescheduled meeting, any business that may have been transacted originally called, may be transacted without further notice.

8. Vacancies: Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Management Committee at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Management Committee ; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by vote of the Association shall be filled by the election and vote of the Association.

9. Removal of Management Committee Member: A member may be removed with or without cause, and his/her successor elected, at any duly quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given 30 days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Management Committee Member who misses 25% or more of the Management Committee Meetings or who misses 3 consecutive meetings, in any calendar year, shall be automatically removed from the Management Committee.

10. Conduct of Meetings: The President shall preside over all meetings of the Management Committee and the Secretary shall keep a minute book of the Management Committee recording therein all resolutions adopted by the Management Committee and a record of all transactions and proceedings occurring at such meetings.

11. Report of Management Committee: The Management Committee shall present at each annual meeting, and when called or by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV OFFICERS

1. Designation: The principal officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by the Management Committee. The Management Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. Any officer may also be a member of the Management Committee. The same person may hold 2 or more offices, except that the President shall not hold any other office.

2. Election of Officers: The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each Management Committee and shall hold office at the pleasure of the Management Committee. Any vacancy in an office shall be filled by the Management Committee at a regular meeting or special meeting called for such purpose.

3. **Removal of Officers:** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Management Committee may be removed at any time by the affirmative vote of a majority of the Management Committee, and his/her successor may be elected at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purposes.

4. **President:** The President shall be the chief executive officer. He/she shall preside at meetings of the Association and the Management Committee and shall be an ex officio member of all Management Committees. He/She shall have general and active management of the business of the Management Committee and shall see that all orders and resolutions of the Management Committee are carried into effect. He/she shall have all of the general powers and duties, which are usually vested in, or incident to the use of a stock corporation organized under the laws of the State of Utah.

5. **Secretary:** The Secretary shall attend all meetings of the Management Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him/her for that purpose and shall perform like duties for the Management Committee when required. He/she shall give, or cause to be given, notices for all meetings of the Association and the Management Committee and shall perform such other duties as may be prescribed by the Management Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Management Committee including resolutions.

6. **Treasurer:** The Treasurer shall have custody of all funds and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by Management Committee. He/she shall disburse funds as ordered by the Management Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Management Committee, or whenever they may require it, an accounting of all his/her transactions as Treasurer and of the financial condition of the Project. The Treasurer shall oversee the acts of any hired Manager or management company to which Treasurer duties may be delegated.

## ARTICLE V FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the 12 month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Management Committee should it be deemed advisable or in the best interests of the Association.

**ARTICLE VI**  
**AMENDMENT TO BYLAWS**

1. **Amendments:** These Bylaws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Association as set forth in the Restrictive Covenants, or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a 90 day period. No amendment shall override the Restrictive Covenants or applicable law and changing the Restrictive Covenants shall only occur as set forth therein.

2. **Recording:** These Bylaws may be recorded or attached to the Restrictive Covenants.

**ARTICLE VII**  
**AMENDMENTS TO RESTRICTIVE COVENANTS**

1. **Amendments:** The Restrictive Covenants may not be amended by the Management Committee, and any amendment to the Restrictive Covenants must be made by a 2/3 vote of all owners and not a majority of those voting in any particular meeting, even if after multiple attempts. The Developer/Owner may however, amend the Restrictive Covenants at any time, even after lots/units are sold, until the last lot has been sold.

2. **Local Control:** No amendments may be made by the Unit Owners or the Management Committee unless said amendment is consistent with government City Ordinances, and any Development Agreement with the permitting government authority.

**ARTICLE VIII**  
**NOTICE**

1. **Manner of Notice:** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U. S. Mail, postage prepaid (a) if to an Owner, at the address of his/her Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or (b) if to the Management Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice:** Whenever any notice is required to be given under the provisions of law or of these Bylaws, a waiver thereof, in writing, signed by the person or person entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

## ARTICLE IX COMMON AREAS

1. **Common Area:** The common area in the Project consists of all areas not specifically conveyed to Unit Owners. That common area is the natural or landscaped portion upon which no structure sits. However, all common area will be maintained by the Homeowner's Association.

2. **Assessment Fee:** The Management Committee shall be entitled to impose assessment against each Unit owner for maintenance, repair, and other expenses associated with the common areas as long as it is owned by the Corporation. In the event that the common area ever becomes public property or is dedicated to the city or county, the assessments will cease.

3. **Access:** No individual or Unit owner shall have the right to restrict access to the common area, or to park or otherwise place personal property within the common area which prohibits the free and common use of access of the common area for all Unit owners.

## ARTICLE X COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. **Compliance:** These bylaws are set forth in compliance with the requirements of Utah law.

2. **Conflict:** These Bylaws are subordinate and subject to all provisions of the law, the Articles of Incorporation, and the Restrictive Covenants. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the law.

3. **Severability:** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. **Waiver:** No restriction, condition, obligation, or provision of these bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce it.

5. **Captions:** The captions contained in these Bylaws are for convenience only, are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. **Gender and Grammatical Disclaimers:** Whenever in these Bylaws the context so required, the singular number shall refer to the plural and the converse, and the use of any gender shall be deemed to include both masculine and feminine.

7. **Liability of Management Committee Members:** The members of the Management Committee and the officers of the Association shall not be liable to the Association or any member

of the Association for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Management Committee, including but not limited to, any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith including violation of state statute regarding reserve account studies. In addition, the members of the Association agree to indemnify and hold all past and present members of the Management Committee and past and present officers of the Association harmless from any and all claims arising out of or caused by their voluntary participation as a member of the Management Committee or officer of the Association to the extent any damage, loss or liability is not covered by insurance.

8. **Attorney's Fees and Costs:** If an Owner or occupant, their families, guests or invitees shall, at any time, violate the terms, covenants, or conditions of these bylaws, and the Management Committee shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or occupant shall reimburse the Management Committee for all costs and expenses, including but not limited to, a reasonable attorney's fee, necessitated thereby. To secure payment of any unpaid costs or fees, the Management Committee shall have the right and power to file a lien against the Unit owned or occupied, and may proceed to collect the unpaid costs and fees the same as if it were unpaid common area fees. In the event of a breach or anticipated breach by an owner or occupant, their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Management Committee shall have, in addition to any other remedies provided bylaw or equity, the right to injunctive relief and damages.

9. **Persons Bound:** All references herein to an owner, occupant, tenant, renter, lessee, guest or invitee shall be deemed to include their respective executors, administrators, employees, representatives, legatees, distributees, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

## ARTICLE XI FHA COMPLIANCE

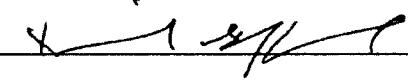
1. Developer/Owner will not maintain ownership of the common areas once transfer of control of the Association is turned over to the members.
2. No Unit owner shall lease his or her unit on a month to month basis, or for a period of less than 6 months.
3. All lease of units shall be in writing and shall expressly state that they are subject to these Bylaws and the Restrictive covenants.
4. The Association shall be entitled to a copy of any and all leases or rental agreements.
5. The names of all occupying tenants shall be provided to the HOA.
6. The association may restrict leases to a maximum period of 1 year.

7. The HOA has no power to control owner's choice of tenant, as long as the tenant is a natural person(s).

8. Transfer of control of the HOA and the common areas from the developer to the unit owners shall occur within 120 days after the last lot is conveyed.

DATED this 31 day of August 2020.

BROOKSIDE MEADOWS HOA, INC.

By: 

Its: President

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On the 11 day of August 2020, personally appeared before me David Gifford, who acknowledged that the within and foregoing instrument was signed on behalf of said entity by authority, and said David Gifford duly acknowledged to me that said entity executed the same.



Notary Public

