



\*W3400240\*

When Recorded Return To:

D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, Utah 84020  
Attention: Caleb Kleber

E# 3400240 PG 1 OF 16  
B. Rahimzadegan, WEBER COUNTY RECORDER  
08-Jan-26 0200 PM FEE \$40.00 DEP SD  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,  
ELECTRONICALLY RECORDED

In reference to Tax ID Number(s):

02-088-0001 through 02-088-0019 and 02-088-0064, 02-088-0071 and 02-088-0072

## **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN VILLAGE TOWNHOMES**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN VILLAGE TOWNHOMES (this “**First Amendment**”) is made as of November 20, 2025, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

### RECITALS

A. On July 18, 2025, Declarant caused to be recorded as Entry No. 3377406 in the official records of the Office of the Recorder of Weber County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Midtown Village Townhomes (the “**Original Declaration**”) pertaining to a residential townhome development known as Midtown Village Townhomes located in the City of Ogden, Weber County, Utah. The Original Declaration pertains to and affects that certain real property located in Weber County, Utah more particularly described on Exhibit A attached hereto and incorporated herein by this reference, which real property is defined in the Original Declaration as the Property.

B. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration until the expiration of the Period of Declarant Control.

C. Declarant is executing and delivering this First Amendment the purpose of amending certain provisions of the Original Declaration as hereinafter set forth.

### FIRST AMENDMENT

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this First Amendment shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this First Amendment.

2. Amendment of Section 1.7. Section 1.7 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.7 “**Assessments**” shall mean:

- 1.7.1 the Community Areas Assessments;
- 1.7.2 the Individual Assessments;
- 1.7.3 the Special Assessments; and
- 1.7.4 The Reinvestment Fees,

all of which may be determined and assessed by the Board and which shall be payable by an Owner of a Unit (other than Exempt Property) pursuant to the terms of this Declaration.

3. Amendment of Section 5.7. Section 5.7 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

5.7 Financial Crimes Enforcement Network (“FinCEN”) Reporting. Directors and Officers of entities, including homeowners’ associations, may be required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury, or a state or local governmental entity. This may include all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, must be able to provide identifying information to facilitate such reporting, including obtaining a FinCEN Identifier. If for any reason, the Board is unable to register, update or report its beneficial owners within applicable deadlines, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

4. Amendment of Section 7.6. Section 7.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

7.6 Reinvestment Fees. Subject to the terms and conditions of Section 7.6.2 below, the Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section 7.6. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

7.6.1 Upon the occurrence of any sale, transfer or conveyance (as applicable, a “**Transfer**”) of any Unit, the party receiving title to the Unit (the “**Transferee**”) shall pay to the Association a “**Reinvestment Fee**” in an amount to be established by the Board from time to time, provided that in no event shall the Reinvestment Fee exceed the lesser of (a) 0.5% of the

value of the applicable Unit, or (b) the maximum rate permitted by applicable law.

7.6.2 Notwithstanding anything to the contrary contained in this Section 7.6, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

- (1) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah;
- (2) Any Transfer to the Association or its successors;
- (3) Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Unit transferred;
- (4) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a site by the estate of an Owner;
- (5) Any Transfer made by a Person owning a Unit or portion thereof to a legal entity or trust owned or controlled by the Transferor;
- (6) Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing title defects or encumbrances affecting the title to such Unit, or granting easements, rights of way or licenses, and any exchange of Units between Declarant and any original purchaser from Declarant of the one or more Units being Transferred to Declarant in such exchange;
- (7) Any lease of any Unit or portion thereof for a period of less than thirty years;
- (8) Any Transfer to secure a debt or other obligation or to release any Unit that is encumbered as security for a debt or other obligation;
- (9) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure;
- (10) An involuntary Transfer;
- (11) A Transfer that results from a court order;

(12) A bona fide Transfer to a family member of the seller within three degrees of consanguinity who, before the Transfer, provides adequate proof of consanguinity;

(13) A Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or

(14) The Transfer of a Unit by a financial institution, except that the Board may require the payment by the Transferee to the Association of the Association's costs directly related to the Transfer of the Unit, in an amount not to exceed \$250.

5. Amended and Restated Bylaws. The Bylaws of the Association, a copy of which Bylaws as attached as Exhibit B to the Original Declaration, have been amended and restated by the Board of the Association. Attached to this First Amendment as Exhibit B is a copy of the Amended and Restated Bylaws of the Association, which have been adopted and approved by the Board of the Association.

6. No Other Changes. Except as supplemented and amended by the provisions of this First Amendment, the Original Declaration shall remain unmodified and in full force and effect. The Original Declaration, as amended by this First Amendment, shall collectively be referred to as the "**Declaration**."

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed by a person duly authorized to execute the same.

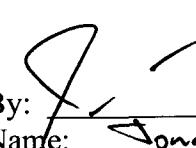
**DECLARANT:**

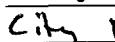
**D.R. HORTON, INC.,**  
a Delaware corporation

By:

Name:

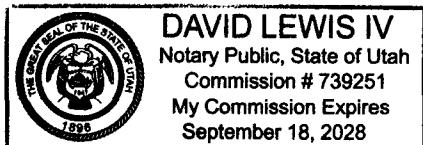
Title:

 Jonathan S. Thornton

 City Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20 day of November, 2025,  
by Jonathan S. Thornley, in such person's capacity as the  
City Manager of D.R. HORTON, INC., a Delaware corporation.



David Lewis IV  
NOTARY PUBLIC

**EXHIBIT A  
TO  
FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MIDTOWN VILLAGE TOWNHOMES**

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**Legal Description of the Property**

PART OF LOT 3, BLOCK 66, PLAT "C", OGDEN CITY SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 14TH STREET, SAID POINT BEING S00°58'00"W 29.70 FEET FROM THE NORTHEAST CORNER OF LOT 3, BLOCK 66, PLAT "C" AND SAID POINT ALSO BEING S00°58'00"W 21.30 FEET AND S89°02'00"E 66.00 FEET FROM A FOUND OGDEN CITY CENTERLINE MONUMENT IN THE INTERSECTION OF 14TH STREET AND WASHINGTON BOULEVARD (SAID MONUMENT BEING N00°58'00"E 540.39 FEET FROM A FOUND OGDEN CITY CENTERLINE MONUMENT IN THE INTERSECTION OF 15TH STREET AND WASHINGTON BOULEVARD); THENCE SOUTH 89°02'00" EAST 524.88 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET; THENCE SOUTH 00°40'31" WEST 128.98 FEET; THENCE SOUTH 01°45'58" WEST 109.89 FEET; THENCE SOUTH 00°32'45" EAST 59.94 FEET; THENCE SOUTH 01°02'47" WEST 93.16 FEET; THENCE NORTH 89°24'41" WEST 80.89 FEET; THENCE NORTH 87°51'09" WEST 81.41 FEET; THENCE SOUTH 87°57'46" WEST 34.19 FEET; THENCE SOUTH 00°31'31" WEST 21.17 FEET; THENCE NORTH 88°06'23" WEST 60.35 FEET; THENCE SOUTH 10°32'27" WEST 3.92 FEET; THENCE NORTH 88°50'25" WEST 268.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOULEVARD; THENCE NORTH 00°58'00" EAST 415.75 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 213,601 SQUARE FEET OR 4.904 ACRES.

**EXHIBIT B**  
**TO**  
**FIRST AMENDMENT TO THE DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**MIDTOWN VILLAGE TOWNHOMES**

---

**Copy of the Amended and Restated Bylaws of the Association**

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**MIDTOWN VILLAGE TOWNHOMES OWNERS ASSOCIATION**  
**A UTAH NONPROFIT CORPORATION**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the “Act”), the following are the Amended and Restated Bylaws of Midtown Village Townhomes Owners Association, which Midtown Village Townhomes Owners Association (the “Association”) is obligated to operate, manage and regulate the Project. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors approved and adopted these Amended and Restated Bylaws of Midtown Village Townhomes Owners Association, and these Amended and Restated Bylaws of Midtown Village Townhomes Owners Association amend, restate and replace in their entirety the Bylaws of the Association dated June 9, 2025. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to refer to these Amended and Restated Bylaws of Midtown Village Townhomes Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Amended and Restated Bylaws of Midtown Village Townhomes Owners Association shall have the same meanings ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for Midtown Village Townhomes, as supplemented and amended from time to time (the “Declaration”).

**ARTICLE 1**  
**PLAN OF LOT OWNERSHIP AND INCORPORATION**

1.1 Submission. These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in Ogden City, Weber County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 Organizational Form. If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 Bylaws Applicability. All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

## ARTICLE 2

### ASSOCIATION

2.1 Composition. The Association is a mandatory association consisting of all Owners of Units within the Project.

2.2 Voting. Other than the Units owned by Declarant during the period of time that Declarant is a Class B Member of the Association, each Unit shall have one (1) vote. Multiple Owners 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. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) 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.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(b) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(c) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. The Board of Directors shall cause a notice of each annual or special meeting of the Owners to be sent to the Owners in accordance with Article 7 of the Bylaws and in accordance with the provisions of the Act.

2.8 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 shall be in full compliance with all of the terms, covenants, and conditions of the Governing Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners 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 the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, as authorized pursuant to Section 16-6a-707 of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

## ARTICLE 3

### BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors 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 Declaration and may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least four (4) but no more than nine (9) members. Following the expiration of the Period of Declarant Control, the Board of Directors shall be composed of at least five (5) but not more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of four (4) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, five (5) members of the Board of Directors shall be elected by the Owners. Three (3) members of the Board of Directors shall be elected for two-year terms and two (2) members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, 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 Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, 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 Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, 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 two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors 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 Board of Directors at a special meeting of the Board of Directors 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 Board of Directors; 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 a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a 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 at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special), or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting of the Association, and when called for 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.

3.13 Executive Session. The Board of Directors 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 of 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.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

3.15 Financial Crimes Enforcement Network (“FinCEN”) Reporting. Directors and officers of entities including homeowners' associations may be required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury, or a state or local governmental entity. This may include all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, must be able to provide identifying information to facilitate such reporting, including obtaining a FinCEN Identifier. If for any reason, the Board is unable to register, update or report its beneficial owners within the applicable deadlines, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

3.16 FinCEN Reporting Deadlines. It shall be the Board's obligation to timely update and file any beneficial ownership report required by FinCEN, a bureau of the U.S. Department of

the Treasury, or a state or local governmental entity. If a newly elected or appointed Board member fails to timely provide necessary identifying information to facilitate such reporting, including a FinCEN Identifier, that individual shall no longer be eligible to serve on the Board. Similarly, in reporting for existing Board members, a noncompliant Board member shall be removed from the Board if they fail to timely provide the necessary information (including a FinCEN Identifier) to file or update a beneficial ownership report.

## ARTICLE 4 OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 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 Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided, however, if a member of the Board of Directors is removed as an officer, he shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of a president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. 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 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 Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager 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 federally insured depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

## **ARTICLE 5 FISCAL YEAR**

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

## **ARTICLE 6 AMENDMENT TO BYLAWS**

### **6.1 Amendment.**

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

- (i) this Section or the Articles of Incorporation or Bylaws:
  - (A) reserve the power exclusively to the Members in whole or part; or
  - (B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or
- (ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

### **(b) By the Members.**

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Wasatch County, Utah.

## ARTICLE 7 NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then 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 Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Directors 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.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE 8 COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. 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 Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance 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.

8.4 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 the same.

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

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, 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.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Unit, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power to file a lien against the Unit owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board of Directors shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

Dated this 20 day of October, 2025.

MIDTOWN VILLAGE TOWNHOMES OWNERS  
ASSOCIATION,  
a Utah nonprofit corporation

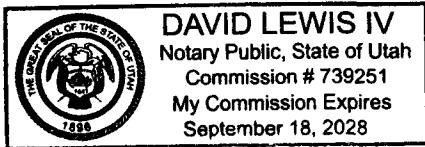
By: John R. Upchurch

Name: John R. Upchurch

Title: President

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing copy of the Amended and Restated Bylaws of Midtown Village Townhomes Owners Association was acknowledged before me this 20 day of October, 2025, by John R. Upchurch, in such person's capacity as the President of Midtown Village Townhomes Owners Association, a Utah nonprofit corporation.



David Lewis IV

NOTARY PUBLIC