

**FIRST AMENDMENT TO THE BYLAWS
OF BRIDLEWOOD VILLAS OWNERS ASSOCIATION, INC.**

This First Amendment to the Bylaws of Bridlewood Villas Owners Association, Inc. (the “**First Amendment**”) is made and executed by the Board of Directors of Bridlewood Villas Owners Association, Inc. (the “**Association**”) on the date set forth below and shall be effective upon recording in the Office of the Salt Lake County Recorder.

RECITALS

A. The Utah project known as Bridlewood Villas was originally made subject to that certain instrument entitled *Declaration of Covenants, Conditions, Easements and Restrictions for Bridlewood Villas*, as recorded with the Salt Lake County Recorder on September 29, 2011 as Entry Number 11251619 (the “**Declaration**”).

B. *The First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Bridlewood Villas* was recorded with the Salt Lake County Recorder on November 8, 2013 as Entry Number 11756853.

C. The *Bylaws of Bridlewood Villas Owners Association, Inc.* were attached as an exhibit to the recorded Declaration (the “**Bylaws**”).

D. Article VII (Amendments to Bylaws) of the Bylaws states that the Bylaws may be amended by approval of at least a majority of a quorum of Members present, in person or by proxy, at a duly constituted meeting of the Members.

E. Section 2.2 of the Bylaws states that a quorum is those Members present in person or by proxy at a meeting of the Members.

F. The Board of Directors of the Association wishes to amend the Bylaws to adapt to the current needs of the Association and to update the procedures for nominations to the Board of Directors and for the election of Board Members.

G. A majority of a quorum of Members present, in person or by proxy, at a duly constituted meeting of the Members have approved this First Amendment and the undersigned hereby certifies that such vote was obtained.

H. This First Amendment affects the real property situated in West Jordan, Salt Lake County, Utah, described with particularity on Exhibit A, and shall be binding on all parties having or acquiring any right, title, or interest to the property or any part thereof.

FIRST AMENDMENT

NOW, THEREFORE, the Association hereby amends the Bylaws as follows:

(1) Article 2 of the Bylaws is hereby stricken in its entirety and shall read as follows:

ARTICLE 2 VOTING / QUORUM

2.1 Voting Rights. Each Lot has one (1) vote. When a Lot is jointly owned, the vote relating to such Lot shall be exercised by a majority of such Owners as may be determined among themselves. A vote cast by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever until the matter is resolved to the reasonable satisfaction of the Association.

2.2 How Votes are Cast. Except as may be allowed under the Declaration, Owners may only cast their vote in person, by an absentee ballot, or through an assignment of voting rights given by the Owner to a resident of the Owner's Lot if the Owner does not reside in the Owner's Lot (an "Assignment"). If an Assignment is given, such Assignment must be in writing signed by the Owner and submitted to the Secretary of the Association (or other person as the Board may identify) either prior to or contemporaneously with the resident casting a vote on behalf of the Owner. Ballots, absentee ballots, or Assignments may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document. Voting may not be conducted via proxy.

2.3 Quorum. A quorum shall be those Members present in person, by absentee ballot, or by Assignment.

2.4 Majority of Quorum. Unless otherwise expressly provided in these Bylaws or the Declaration, any action which may be taken by the Association may be taken by a majority vote of a quorum at any meeting of the Members, or pursuant to Utah Code §16-6a-707 or §16-6a-709 of the Utah Revised Nonprofit Corporation Act.

2.5 Absentee Ballots. For the purposes of these bylaws an absentee ballot means a member's vote cast or made in advance of a meeting of the Members.

(2) Section 3.5 (Notice of Meetings of Members) of the Bylaws is hereby stricken in its entirety and shall read as follows:

3.5 Notice of Meetings of Members. It shall be the duty of the Secretary of the Association to provide a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour, and place where it is to be held, to each Member of record and to each Eligible Mortgagee of a Lot which has filed a written request for notice with the Secretary. Notice of each meeting shall be issued at least 10 but not more than 60 days prior to such meeting. The notice may set forth time limits for speakers. The notice for the Annual Meeting during which an election will take place shall include the election procedures as provided in these Bylaws. The notice shall be considered served upon: (i) deposit of said notice, properly addressed and postage prepaid, in a regular depository of the United States mail; (ii) if the Association offers to send notice by electronic mail, sending by electronic mail at the request of the Owner to an electronic mail address designated in writing by the Owner; or (iii) published in a Community newsletter or other similar publication that is circulated to each Owner. If no street or electronic mail address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place within the Community.

(3) Section 3.7 (Adjourned Meetings) of the Bylaws is hereby stricken in its entirety and shall read as follows:

3.7 Adjourned Meetings. If any meeting of Members cannot be held, the Members who are present may adjourn the meeting and reconvene it at a time not less than five (5) days or more than thirty (30) days from the date of the adjourned meeting. Such adjourned meetings may be held without further notice if the date, time, and place of the meeting to be reconvened is announced at the adjourned meeting.

(4) Section 3.9 (Action Without a Meeting) of the Bylaws is hereby stricken in its entirety and shall read as follows:

3.9 Action Taken Without a Meeting. Members 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 Members in accordance with the requirements of Utah Code §16-6a-707 or §16-6a-709 and any other applicable section of the Utah Nonprofit Corporation Act. Any action so

approved shall have the same effect as though taken at a Member meeting.

(5) Section 4.3 (Election Process) of the Bylaws is hereby stricken in its entirety and shall read as follows:

4.3 Nominating and Election Process. The following shall serve as the nominating and election process for service on the Board of Directors:

(a) **Election Committee.** The Board will appoint 3-5 Members of the Association to serve on an Election Committee. A current member of the Board may serve as an advisor to the Election Committee, but no member of the Board shall serve on the Election Committee unless after reasonable and diligent efforts the Board is unable to locate competent Members who are willing to accept appointment to the Committee. Members seeking to be elected to the Board may not serve on the Election Committee.

(b) **Nominations.** At least sixty (60) days before the date of the Annual Meeting, notice will be provided to the Members notifying them of the upcoming Board vacancies that will be filled at the Annual Meeting and providing nomination information for those who are interested in running for the Board. Nominations must be made no later than the regularly scheduled board meeting immediately preceding the Annual Meeting. Self-nominations are permitted. Nominations must be seconded at the Board meeting by a Board member or a Member other than the nominee. If there are extenuating circumstances and a nomination cannot take place at the regularly scheduled board meeting immediately preceding the Annual Meeting, the Board may accept such nomination outside of the Board meetings, provided the nomination is seconded as provided herein. Each nominee must acknowledge and accept his or her nomination before such nominee is placed on the ballot. Each nominee may also provide a biography that will be provided to all the Members in connection with the election.

(c) **Ballots and Voting.** Following the close of nominations, the Election Committee will prepare the ballots.

(i) Number of Votes. There will be one (1) vote per Lot per vacancy to be filled. Cumulative voting (an Owner casting all of his or her votes for the same candidate) is not permitted.

(ii) Secret Ballot. The election of Board members shall be by secret ballot. Owners understand that if they submit their ballots before the Annual Meeting, the secrecy of those ballots may be compromised. However, the Board, the Election Committee, and the Property Management Company shall be obligated to institute processes to keep those ballots submitted before the Annual Meeting as private as possible.

(iii) Voting Before the Annual Meeting.

1. Ballots shall be provided to all Members no less than 15 days in advance of the annual meeting of the Members and election to the Board.

Absentee ballots shall be returned to a member of the Election Committee or the Property Management Company. The recipient will record which Lot sent in the ballot and place the ballot in the ballot box to maintain a private vote.

3. A Member who does not reside in his or her Lot may also provide an Assignment (see Section 2.2 herein) and the assignee of the Assignment may request a ballot pursuant to Section 4.3(c)(iii)(1) above.

4. All absentee ballots cast before the Annual Meeting shall be received by the Election Committee or the Property Management Company at least twenty-four (24) hours before the Annual Meeting. Late ballots will not be counted.

(iv) Voting at the Annual Meeting. Voting at the Annual Meeting shall be made by secret ballot. All Members present, either in person or by Assignment, who have not submitted a ballot prior to the Annual Meeting shall be provided a ballot and given the opportunity to vote.

(v) Election Results. After the ballots have been cast at the Annual Meeting, the Election Committee or Property Management Company will combine those

ballots with the ballots cast prior to the Annual Meeting and shall count all ballots. The counting of the ballots shall be supervised by the Election Committee and/or the Property Management Company. The candidates receiving the largest numbers of votes shall be elected. If the election results are not announced at the Annual Meeting, the election results shall be provided to all Members within seven (7) days after the Annual Meeting.

(vi) Waiver of Irregularities. All inaccuracies and irregularities in the nominating, voting, and election process shall be deemed waived by all Members if no objection is made before the end of the Annual Meeting at which the election is held.

(6) Section 6.2 (Special Assessments) of the Bylaws is hereby stricken in its entirety and shall read as follows:

6.2 Special Assessments. The Association may levy against each Lot, in any fiscal year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Area, including fixtures and personal property related thereto, exterior elements of the Residences, and landscaped areas, concrete improvements, fences, patios, and driveways located on a Lot; provided, however, that any Special Assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast by the Members who are voting in person, by absentee ballot, or by Assignment (see Section 2.2 herein) at a meeting duly called for such purpose, if the cost of such new improvements would exceed five percent (5%) of that budget for the fiscal year.

(7) Article 7 (Amendments to Bylaws) of the Bylaws is hereby stricken in its entirety and shall read as follows:

ARTICLE 7 AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association in a duly constituted meeting of the Members for such purpose. No amendment to these Bylaws shall take effect unless approved by at least a majority of a quorum of Members present, in person, by absentee ballot, or by Assignment (see Section 2.2 herein), at a duly constituted regular or special meeting of the Members. The prior written approval of each Eligible Mortgagee on a Lot in the Community must be secured before any material amendment to these

EXHIBIT A
LEGAL DESCRIPTION AND PARCEL NUMBERS

All of **Bridlewood Villas Phase 1**, according to the official plat on file in the office of the Salt Lake County Recorder.

Lots: 1 through 80 and Common Area

Parcel Numbers: **2703354001** through **2703354024**
 2703355001 through **2703355031**
 2703356001 through **2703356006**
 2703378001 through **2703378010**
 2703379001 through **2703379010**

All of **Bridlewood Villas Phase 2**, according to the official plat on file in the office of the Salt Lake County Recorder.

Lots: 81 through 156 and Common Area

Parcel Numbers: **2703326039** through **2703326066**
 2703329012 through **2703329024**
 2703378011 through **2703378022**
 2703379011 through **2703379034**