

# Nominating Committee 2015 Report & Recommendation

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81 – Number of MRE lots.

17 – Number of 2<sup>nd</sup> home owners and/or lots that are currently vacant (~21 % of the community).

21 – Number of Board members who have served since 2007, when the # of Board members was changed to 5. (~25% of the community or 33% of the available community – eliminating 2<sup>nd</sup> home owners and empty lots)

13 – Number of Board members who have NOT fulfilled their commitment to serve a full term since 2007, for various reasons. (62% - over half of those who have served have resigned, since the 5 person Board was started.)

4 – Number of residents required to serve on ARC by the By Laws (MRE Governing Documents)

3 – Number of residents required to serve on the Nominating Committee by the By Laws

12 – 16 – Number of resident/volunteers that are needed, but not required to serve on various other committees (Social, Landscaping, CC&R, Internet)

Based on the above data and after studying the 8 year history of a five (5) person Board, the Nominating Committee has concluded that a five (5) person Board is not sustainable, reasonable, nor in the best interest of a community the size of MRE. The By Laws and CC&Rs were created with a three (3) person Board with staggered 3 year terms based on the size of our Community, and we feel that it is in the best interest of the Community to put forth a vote to consider going back to that reasonable and maintainable number of three (3).

The Nominating Committee strongly feels that it is unreasonable to continue to ask the members of our Community to replace 2 – 4 Board members each and every year, when over 1/3 of the “available homeowners” are needed to volunteer, annually, to effectively “run” our HOA. With 62% (2/3) of the Board resigning since the five (5) person Board was created, this “burn rate” is not conducive to maintaining a healthy, stable Board with continuity, nor is it conducive to maintaining a healthy Community. It is also not conducive to finding the BEST candidates to fill all of the empty Board positions.

The Nominating Committee does want to put the best candidates forward each year, but we want to focus on quality and qualifications, as opposed to quantity or simply filling a Board seat with a warm body just to meet a quota.

The Nominating Committee would like to propose that the Board go back to a three (3) person Board, and that it be put on the ballot at the Annual Meeting for our Community vote on. Ahead of that vote, we would like to suggest that a notice be sent out with the data that we have collected, so the

Community can make an informed decision regarding the number of Board members. We also feel that it will be less taxing on people to cast their vote for the ONE person they feel is the best candidate for the job at the annual meeting, as opposed to 3 or 4 people each and every year (which has proven to be unsustainable). We understand that changing the number back to 3 would require a 67% vote, but we are fairly confident that the majority of homeowners will see the sense in going back to 3.

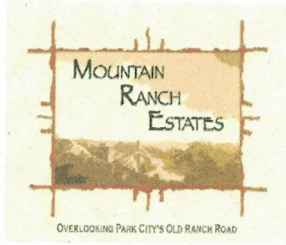
Regardless of the number of candidates to be voted on, the Nominating Committee will start the Nomination process, which includes: 1) Noticing the Community, 2) Sending a Survey Monkey questionnaire to all potential candidates who respond to the notice, and 3) meeting with the candidates. We plan to start this process in August.

Lastly, in light of all of the above, the Nominating Committee does not feel that filling the two currently vacated Board positions for the short-term is the prudent thing to do. The Annual meeting is only 3 months away, and the Board has the quorum legally required to function. We feel that the focus needs to be on finding the best possible candidate or candidates for the job to serve long-term. We also feel that it should be up to the MRE Community to have the final word on the number of positions to be filled, and who should fill the position (or positions) when they vote at the Annual meeting. We hope that you agree.

Thank you for your time and consideration. Please let us know if you have any questions.

Sincerely,

The Nominating Committee



**Mountain Ranch Estates Homeowners Association**  
**5705 Aidan Court**  
**Park City, UT 84098**  
**435-640-1150**  
**[MountainRanchEstates@gmail.com](mailto:MountainRanchEstates@gmail.com)**  
**[www.MountainRanchEstates.net](http://www.MountainRanchEstates.net)**

October 11, 2015

Neighbors,

The Mountain Ranch Estates (MRE) HOA Board has been working diligently on revising the MRE CC&Rs and MRE Bylaws. Several of the recommended changes reflect clarifications based on Board experiences with homeowner concerns; some reflect changes that have been voted on in past annual meetings; while other changes have been deemed obsolete due to not having a Declarant (developer) and First Mortgagees involved. This formalized vote will allow the approved revised documents to be recorded appropriately with Summit County. The HOA annual meeting is on Wednesday October 21, 2015 at 7:30 pm in the Trailside Community Room located at 5715 Trailside Drive. At the meeting we will be presenting these amendments for open discussion. In order for the MRE CC&Rs to be revised, we must have a 67% quorum. The MRE Bylaws only require a quorum of the members present at the annual meeting to approve any changes. Please review the ballot document prior to the meeting and bring your ballot along with any questions and comments to the meeting for discussion. At the end of the meeting, we will be collecting any ballots which are complete. If you would like additional time after the meeting to complete your ballot, we are asking that you return your completed ballot by **November 4th** via mail to 5705 Aidan Court, Park City, UT 84098; by scanning and emailing back to Brenda Lake at [MountainRanchEstates@gmail.com](mailto:MountainRanchEstates@gmail.com); or dropping it off with Anna Graf at 5750 Mountain Ranch Drive.

In addition to the Board revising the governing documents, the Architectural Review Committee has been reformatting and aligning the ARC Rules with the CC&Rs. The ARC will be discussing the significant changes to the ARC Rules at the annual meeting. The "Approved Color List" is currently located as an exhibit in the MRE CC&R document but it is being relocated to the ARC Rules. Changing the location of this exhibit allows any changes to just be noticed to the community for a quorum approval rather than requiring the 67% quorum necessary for a CC&R change. Currently, the draft version of the ARC Rules references the MRE CC&Rs; however, once the CC&Rs are finalized the same verbiage will be repeated within the ARC Rules. The ARC anticipates sending an electronic version of the revised rules prior to the annual meeting for your review.

Thank you for participating in our community and laying a foundation for decisions in the future.

The MRE Board of Trustees

# BALLOT

## MOUNTAIN RANCH ESTATES HOMEOWNERS ASSOCIATION

**Proposed Action to be Voted Upon:** To adopt amendments (1) to the Declaration of Covenants, Conditions and Restrictions for Mountain Ranch Estates and (2) to the Bylaws for Mountain Ranch Estates Homeowners Association.

The following amendments are hereby proposed to the Association membership. Please review them and vote where indicated. Please cast your vote by this written ballot and return it by **November 4, 2015**:

**By Mail:**

Mountain Ranch Estates HOA  
5705 Aidan Court  
Park City, UT 84098

**By Email:**

MountainRanchEstates@gmail.com

Please vote for each of the proposed amendments separately by indicating whether you are “FOR” or “AGAINST” them. In the following proposed amendments, for illustration purposes, deleted text is shown in ~~strike through~~ and new text is shown in underline.

<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #1</b> The Association hereby amends <b>Article 1, Section 1.3</b> of the Declaration to read as follows: 1.3 “Architectural Review Committee Rules,” “ <u>design guidelines</u> ” and “ <u>design guidelines and standards</u> ” are used interchangeably in this Declaration and mean the Rules <del>and guidelines</del> and <u>procedures</u> adopted by the Architectural Review Committee pursuant to Sections <u>3.2 and 5.10</u> , as amended or supplemented from time to time.
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #2</b> The Association hereby amends <b>Article 1</b> of the Declaration to add the following entirely new Section 1.44: <u>1.44 “HOA Administrator” means the person or entity retained by the Association from time to time to manage the Association according to the direction of the Board.</u>
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #3</b> The Association hereby amends <b>Article 3, Section 3.1</b> of the Declaration to read as follows: 3.1 <u>Land Uses</u> . The property in the Project shall be used for single family detached residential use, as well as ancillary, complementary or subsidiary uses such as (without limitation) public or private pedestrian <del>and bicycle and equestrian</del> trails, public or private parks, Natural Open Space, Common Area and the like.

<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #4</b></p> <p>The Association hereby amends <b>Article 3, Section 3.2.4</b> of the Declaration to read as follows:</p> <p>3.2.4 No addition, alteration, repair, change or other work which in any way alters the exterior appearance (including but without limitation, the exterior color scheme) of any property within the Project, or any Improvements located thereon, shall be made or done without the prior written approval of the Architectural Review Committee., <del>nor shall any Lot be split, divided or further subdivided in any manner without the prior written approval of the Architectural Review Committee.</del> <u>In no event shall a Lot be subdivided.</u></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #5</b></p> <p>The Association hereby amends the first sentence only of <b>Article 3, Section 3.2.5</b> of the Declaration to read as follows (existing language other than the first sentence to remain the same):</p> <p>3.2.5 All Improvements shall comply with the <del>design guidelines</del> <u>ARC Rules</u> established and administered by the Architectural Review Committee, <u>as amended from time to time in accordance with the Declaration and the law.</u></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #6</b></p> <p>The Association hereby amends <b>Article 3, Section 3.2.5(a)</b> of the Declaration to read as follows:</p> <p>(a) All structures in the Project shall be constructed of natural <del>or natural appearing</del> materials, with exterior colors to be selected from the <u>ARC "Approved Color List," attached as part of Attachment 2 to Schedule 1 of the Consent Agreement, and attached hereto as Exhibit "B".</u></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #7</b></p> <p>The Association hereby amends <b>Article 3, Section 3.2.5(d)</b> of the Declaration to read as follows:</p> <p>(d) Fences shall <del>only be used for screening and privacy, shall not exceed six (6)</del> <u>four (4) feet in height above natural grade</u>, and shall be constructed of natural <del>or natural appearing</del> materials, designed to be consistent with the character of the other Improvements on the Lot, and finished in colors from the ARC "Approved Colors List". The <del>design guidelines</del> <u>ARC Rules</u> may include other details regarding the approved colors, materials and design "theme" for fencing within the Project.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #8</b></p> <p>The Association hereby amends <b>Article 3, Section 3.2.5(e)</b> of the Declaration to read as follows:</p> <p>(e) <u>No single retaining walls which shall exceed four (4) feet in height. Any retaining walls in a retaining wall system that consists of two or more retaining walls that exceed four feet in height total, shall be stepped and separated by horizontal to form terraces between the walls,</u> the visual impact of which <del>can</del> <u>shall</u> be mitigated with landscaping <u>on the terraces</u>, and shall be constructed of natural materials (including, without limitation, stone and rough-cut timbers), consistent with the character of the other Improvements to the Lot <u>and the Property.</u></p>

<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #9</b></p> <p>The Association hereby amends <b>Article 3, Section 3.2.6</b> of the Declaration to read as follows:</p> <p>3.2.6 Any Owner or other Person desiring approval of the Architectural Review Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of his, her or its Lot or other portion of the Project, or any Improvements located thereon, shall submit to the Architectural Review Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change, replacement or other work which such Owner or other Person desires to perform. Any Owner or other Person requesting the approval of the Architectural Review Committee shall also submit to the Architectural Review Committee any additional information, plans and specifications which the Architectural Review Committee may reasonably request. <u>Approval or disapproval of a request shall be carried out by the Architectural Review Committee in the manner set forth in the Architectural Review Committee Rules, as amended from time to time.</u> In the event that the Architectural Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after the <u>initial, complete application is received by the HOA Administrator at the address designated in the Architectural Review Committee Rules</u>, together with all supporting information, plans, <del>and</del> specifications and checklist required <del>by the Architectural Review Committee Rules</del> or reasonably requested by the Architectural Review Committee, <del>have been submitted to it</del>, approval will not be required and this Section will be deemed to have been complied with by the Owner or other Person who submitted such application for approval.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #10</b></p> <p>The Association hereby amends <b>Article 3, Section 3.4</b> of the Declaration to read as follows:</p> <p>3.4 <u>Maintenance of Landscaping.</u> Each Owner of a Lot shall properly maintain and keep neatly trimmed, <del>and properly cultivated</del> all shrubs, trees, hedges, grass and plantings of every kind (collectively, "Landscaping") located on the Owner's Lot. <u>Each Owner of a Lot shall keep the Lot properly cultivated and free of trash, noxious weeds and other unsightly materials,;</u> <del>all shrubs, trees, hedges, grass and plantings of every kind (collectively, "Landscaping") located on:</del> (a) his Lot, (b) <del>any public right-of-way or easement area which abuts or adjoins the Owner's Lot and which is located between the boundary line of his Lot and the paved area of any street, sidewalk, path or similar area (unless otherwise directed by the Board);</del> and (c) <u>Each Owner of a Lot shall properly maintain and keep neatly trimmed and properly cultivated all Landscaping on any non-street public right-of-way or easement area adjacent to his Lot (unless otherwise directed by the Board);</u> provided, however, that such Owner shall not be responsible for maintenance of any area over which: (i) the Association assumes the responsibility in writing; (ii) the Association has been given such responsibility by this Declaration; or (iii) Summit County or any other municipality or other governmental agency or entity having jurisdiction over such property assumes responsibility, for so long as Summit County or such other municipality or other governmental agency or entity assumes or has responsibility. For purposes of this Section 3.4, proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping, subject</p>

	to the Architectural Review Committee Rules.
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #11</b></p> <p>The Association hereby amends <b>Article 3, Section 3.19 “Animals”</b> of the Declaration to add the following sentence (existing language to remain the same):</p> <p><u>No more than three dogs and three cats may be kept or maintained on any Lot, except that an existing pet’s offspring may be kept on a Lot, even if such offspring cause the number of dogs or cats to exceed three of each, until such offspring reach four months of age.</u></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #12</b></p> <p>The Association hereby amends <b>Article 3, Section 3.25</b> of the Declaration to read as follows:</p> <p><del>3.25 Snow Removal. Each Owner shall be responsible for removal of snow and ice from the driveways, walkways and sidewalks on or adjacent to such Owner’s Lot. The Association is not responsible for maintenance of, or removal of snow or ice from, any driveways, walkways or sidewalks within the Project. Summit County shall be responsible for snow removal on all roads within the Project.</del></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #13</b></p> <p>The Association hereby amends <b>Article 3, Section 3.28</b> of the Declaration to read as follows:</p> <p><del>3.28 Drainage. No Residence, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change any the direction or flow of water in accordance with the established drainage patterns or systems within plans for the Project, or any part thereof, unless adequate alternative provision is made for proper drainage and is approved by the ARC, or for any Lot as shown on the drainage plans on file with the county or municipality in which the Project is located. Prior to commencing construction of a Residence on a Lot, the Lot Owner shall cause a drainage plan for the Lot to be prepared by a duly qualified engineer and submitted to the Architectural Review Committee. The drainage plan shall provide for adequate and proper disposition of storm water runoff and snow melt in such a manner as to prevent soil erosion and increase of drainage flows to other Lots. The Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any drainage plan from the standpoint of engineering, proper drainage, or conformance with building or other codes. The Architectural Review Committee shall not be liable for damages by reason of any inadequacy or failure of any drainage plan or of any constructed drainage patterns or improvements.</del></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #14</b></p> <p>The Association hereby amends <b>Article 3, Section 3.29</b> of the Declaration to read as follows:</p> <p><del>3.29 Garages and Driveways. The interior of all garages shall be maintained in a neat, clean and sightly condition. Garages shall be used only for parking vehicles and storage, and shall not be used or converted for living or recreational activities. Garage doors shall be kept closed at all times except to the limited extent reasonably necessary</del></p>

	to permit the entry or exit of vehicles or persons, storage items or equipment. <u>Garage doors shall be natural wood, high in quality and not flat paneled. Driveways shall be constructed of materials which are consistent with materials used elsewhere in the Property (i.e., pavers and/or concrete but not asphalt or gravel) and which are approved by the Architectural Review Committee.</u>
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #15</b> The Association hereby amends <b>Article 3, Section 3.32</b> of the Declaration to read as follows: 3.32 <u>Basketball Goals or Play Structures.</u> Basketball goals, backboards or similar structures or devices, swing sets or other play structures, <u>including but not limited to trampolines, snow or skate parks and recreational courts,</u> may be placed or constructed on any Lot with the approval of the Architectural Review Committee (including, without limitation, approval as to appearance and location).
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #16</b> The Association hereby amends <b>Article 3</b> , by adding the following entirely new <b>Section 3.36</b> of the Declaration: 3.36 <u>Non-firearm Guns.</u> <u>The discharge of any airsoft gun, bb gun, pellet gun, paintball gun or similar projectile-launching gun other than a firearm is prohibited anywhere within the Property. Firearm means a weapon from which a shot is discharged by gunpowder.</u>
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #17</b> The Association hereby amends <b>Article 3</b> , by adding the following entirely new <b>Section 3.37</b> of the Declaration: 3.37 <u>Unsignhtiness.</u> <u>No unsightly condition, activity or thing may be placed or permitted upon any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of annoyance to other residents.</u>
<b>Vote:</b> <input type="checkbox"/> For <input type="checkbox"/> Against	<b>Amendment #18</b> The Association hereby amends <b>Article 5, Section 5.10.1</b> of the Declaration to read as follows: 5.10.1 The Association shall have an Architectural Review Committee to perform the functions assigned to it as set forth in this Declaration. <del>So long as the Declarant owns any Lot or other property within the Project, the Architectural Review Committee shall consist of three (3) regular members and one (1) alternate member, each of whom shall be appointed by, and serve at the pleasure of, the Declarant. At such time as the Declarant no longer owns any Lots, the</del> <u>The Architectural Review Committee shall consist of such number of regular and alternate members as the Board may deem appropriate from time to time (but in no event less than three nor more than seven regular members, nor less than one nor more than three alternate members), each of whom shall be appointed by, and serve at the pleasure of, the Board. Alternate members of the Architectural Review Committee shall not have a vote in architectural review matters except when necessary to have 3 voting members, at which time, one or more alternate members shall be entitled to vote. The Declarant may at any time voluntarily surrender in writing its right, as the Declarant, to appoint and remove the</u>

	<p>members of the Architectural Review Committee pursuant to this Section 5.10.1. In that event, the Declarant may continue to require, for so long as the Declarant owns any Lots within the Project, that specified actions of the Architectural Review Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #19</b></p> <p>The Association hereby amends <b>Article 5, Section 5.10.2</b> of the Declaration to read as follows:</p> <p>5.10.2 The Architectural Review Committee shall promulgate architectural design Rules, <del>guidelines</del> and standards (including, but not limited to, color palettes and plant materials <u>and sizes</u>) to be used in rendering its decisions. The decision of the Architectural Review Committee shall be final on <del>all matters</del> <u>small projects</u> submitted to it pursuant to this Declaration <u>and as defined in the ARC rules regarding changes to existing landscaping or improvements.</u> <u>For all other matters submitted to the Architectural Review Committee, the Committee shall recommend approval or disapproval to the Board and the decision of the Board shall be final.</u> As provided in Section 3.2.9, the Architectural Review Committee may establish a reasonable fee to defer the costs of considering any requests for approvals submitted to the Architectural Review Committee, which fee shall be paid at the time the request for approval is submitted. In the event of any conflict between this Declaration and any design guidelines adopted by the Architectural Review Committee, this Declaration shall control.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #20</b></p> <p>The Association hereby amends <b>Article 6, Section 6.3.1(a) and (b)</b> of the Declaration to read as follows (all other language in 6.3.1 to remain the same):</p> <p>6.3 Rate of Assessment.</p> <p>6.3.1 The amount of the Annual Assessment against each Lot shall be determined as follows:</p> <p>(a) <u>Each Lot shall be assessed an Annual Assessment in an amount equal to the Association Membership Assessment.</u> The term "Association Membership Assessment" shall mean <u>for the fiscal year ending December 31, 2015, Six Hundred and Twenty Five and No/100 Dollars (\$625.00); (i) for the fiscal year ending December 31, 2000, Two Hundred and No/100 Dollars (\$200.00); (ii) for the fiscal year ending December 31, 2001, not more than Two Hundred Twenty Five and No/100 Dollars (\$225.00); and (iii) for each subsequent fiscal year, the amount equal to the total budget of the Association for the applicable Assessment Period divided by the total number of Association Memberships in the Association (subject to Subsection 6.3.1(b) below).</u></p> <p>(b) The Association Membership Assessment shall not be increased by more than 10% above the prior year's Association Membership Assessment unless approved by a majority of the votes cast at a meeting called pursuant to Section 6.11. <del>Except for Lots subject to assessment pursuant to paragraph (c) of this Subsection 6.3.1 and except for Lots owned by the Declarant which are exempt from</del></p>

	<p>assessment under paragraph (d) of this Subsection 6.3 .1, each Lot shall be assessed an Annual Assessment in an amount equal to the Association Membership Assessment. Notwithstanding any provision of this Declaration to the contrary, beginning with the fiscal year ending December 31, 2002, the Association Membership Assessment provided for herein shall not for any fiscal year of the Association exceed the Maximum Association Membership Assessment, as determined in accordance with this paragraph (b). For the fiscal year ending December 31, 2001, the Maximum Association Membership Assessment shall be Two Hundred Twenty Five and No/100 Dollars (\$225.00). Thereafter, unless a greater increase is approved by the affirmative vote of two-thirds (2/3) of the votes of each class of Association Members represented in person or by valid proxy at a meeting of Association Members duly called for such purpose, the Maximum Association Membership Assessment for any fiscal year (the "New Year") shall be equal to the Maximum Association Membership Assessment for the immediately preceding fiscal year (the "Prior Year") increased at a rate equal to the greater of: (i) the percentage increase in the CPI from the Base Month to the Index Month (as each of those terms is defined below); or (ii) ten percent (10%). Nothing herein shall obligate the Board to establish, in any fiscal year, a budget which results in Association Membership Assessments to be in the full amount of the Maximum Association Membership Assessment for such fiscal year. For purposes hereof: (x) the term "CPI" means the Consumer Price Index—All Urban Consumers—All Items (1982-1984 Average=100 Base) published by the Bureau of Labor Statistics of the U. S. Department of Labor (or its successor governmental agency), or, if such index is no longer published by said Bureau or successor agency, in the index most similar in composition to such index; (y) the term "Index Month" means the month of July immediately prior to the beginning of the New Year; and (z) the term "Base Month" means the month of July immediately prior to the beginning of the Prior Year; provided, however, that if the Board changes the Assessment Period pursuant to Section 6. 5, the Board shall have the right to change the calendar month used for purposes of clauses (y) and (z) (so long as the same calendar month in successive years is used for both clauses).</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #21</b></p> <p>The Association hereby amends <b>Article 6, Section 6.10</b> of the Declaration to read as follows:</p> <p>6.10 <u>Surplus Funds.</u> The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be <del>desirable</del> <u>used for reserves and operating expenses</u>, and for the greater financial security of the Association and the accomplishment of its purposes. <u>Reserve funds may be used by the Association to accomplish any of its purposes, including for expenses that occur less frequently than annually, except reserve funds may not be used for daily, monthly or annual maintenance expenses unless a majority of the Owners vote to approve the use of reserve funds for that purpose.</u></p>

<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #22</b></p> <p>The Association hereby amends <b>Article 7, Section 7.3</b> of the Declaration to read as follows:</p> <p>7.3 <u>Installation of Landscaping.</u> The Owner of a Lot shall <u>complete the installation of install</u> (if not already installed) grass, trees, plants and other landscaping improvements (together with an irrigation system sufficient to adequately water any grass, trees, plants and other landscaping improvements), <u>according to plans approved by the Architectural Review Committee, on all portions of the Lot not fully enclosed by a six (6) feet high solid fence,</u> not later than twelve (12) months after the date on which a certificate of occupancy is issued with respect to the Residence on that Lot <u>if the certificate of occupancy is issued in any month between and including August and January, and not later than six (6) months after the date on which a certificate of occupancy is issued if the certificate of occupancy is issued in any month between and including February and July.</u> All landscaping <del>and irrigation systems</del> must be installed in accordance with plans approved in writing by the Architectural Review Committee, taking into consideration the water rights appurtenant to each Lot as set forth in Section 3.13. <u>Each home site is unique within the Property. The natural landscape and site character may vary in topography, vegetation type, density, and surface material from Lot to Lot. As such, appropriate landscape improvements will be different for each Lot and the approval and requirements of the Architectural Review Committee as to a given Lot will be derived from the existing overall natural landscape of each Lot prior to, and after, any improvements.</u> If landscaping and an irrigation system are not installed on a Lot in the manner and by the applicable date provided for in this Section, the Association shall have the right, but not the obligation, to enter upon such Lot to install such landscaping improvements as the Association deems appropriate (together with an irrigation system sufficient to adequately water the same), and the cost of any such installation shall be paid to the Association by the Owner of the Lot, upon demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment #23</b></p> <p>The Association hereby amends <b>Article 8, Section 8.1.3</b> of the Declaration to read as follows:</p> <p>8.1.3 <u>The Association shall maintain:</u></p> <p style="padding-left: 40px;">(a) <u>Insurance on behalf of any person who was or is a Board member or officer of the Association, or volunteer Committee member, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.</u></p> <p style="padding-left: 40px;">(b) <u>Adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, volunteer Committee members, and all</u></p>

	<p><u>others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Lots plus reserves; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's management agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.</u></p> <p><u>(c) Worker's compensation insurance to the extent necessary to meet the requirements of applicable law;</u></p>
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## BYLAWS:

<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment to Bylaws #1:</b></p> <p>The Association hereby amends <b>Article 4, Section 4.1</b> of the <b>Bylaws</b> of Mountain Ranch Estates Homeowners Association to read as follows:</p> <p>4.1 <u>Number.</u> The affairs of this Association shall be managed by a Board of <u>between three (3) to five (5) trustees, who need not be Members of the Association for so long as there are two classes of Members, subject to increase or decrease by a vote of the Members at any annual or special meeting of the Association, as provided in the Articles of Incorporation of the Association. At such time there is only one class of members, a</u>All members of the Board shall be Members.</p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment to Bylaws #2:</b></p> <p>The Association hereby amends <b>Article 4, Section 4.3</b> of the <b>Bylaws</b> of Mountain Ranch Estates Homeowners Association to read as follows:</p> <p>4.3 <u>Removal/Resignation.</u> Any trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board <u>and shall to serve for the unexpired term of his predecessor until the next annual meeting, at which a successor shall be elected by the Members to serve. The Board shall determine the length of the terms of Board members elected at such an annual meeting so that, thereafter, one Board member is elected each year to a three year term pursuant to Section 4.2.</u></p>
<p><b>Vote:</b></p> <p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p>	<p><b>Amendment to Bylaws #3:</b></p> <p>The Association hereby amends <b>Article 13, Section 13.2</b> of the <b>Bylaws</b> of Mountain Ranch Estates Homeowners Association by deleting Section 13.2 in its entirety.</p> <p><u>13.2 Approval Required. In addition to the other provisions of the Declaration, and these Bylaws, and the applicable laws of the State of Utah, unless at least seventy-five (75%) percent of the first mortgagees (based upon 1 vote for each mortgage) of</u></p>

	<p>individual Lots subject to the Declaration, have given their prior written approval, the Association shall not be entitled to:</p> <p>(A) <del>By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, for the benefit of the Lots (i.e., the Association Property).</del></p> <p>(B) <del>The granting of easements for public utilities or for other public purposes consistent with the intended use of the Association Property shall not be deemed a transfer within the meaning of this clause.</del></p> <p>(C) <del>Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;</del></p> <p>(D) <del>By act or omission change, waive or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of common fences or driveways, or the upkeep of lawns and plantings in the Properties;</del></p> <p>(E) <del>Fail to maintain fire and extended coverage on insurable Association Property on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);</del></p> <p>(F) <del>Use hazard insurance proceeds for losses to any Association Property for other than the repair, replacement or reconstruction of such improvements.</del></p>
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If you voted "against" any amendments, you may explain why or provide comments:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

For your information, approval of at least 67% of the lot owners is required to adopt any amendment to the Declaration (CC&Rs) and a majority of a quorum of Association members present in person or by proxy at a regular or special meeting of the members must vote in favor of any amendment to the Bylaws. Ballots must be returned no later than November 30, 2015, in order to be counted