ENTRY NO. 01054935
09/30/2016 02:28:18 PM B: 2375 P: 1603
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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 93.00 BY MOUNTAIN RANCH ESTATES HOA

Restated Bylaws

of

Mountain Ranch Estates Homeowners Association

a Utah nonprofit corporation

These Restated Bylaws for Mountain Ranch Estates Homeowners Association, Inc., are made effective as of the date of recording hereof and consist of a restatement of the original Bylaws and all amendments thereto. These Restated Bylaws supersede and replace the original Bylaws and all amendments thereto. These Restated Bylaws shall be applicable to all of the real property described in Exhibit A attached hereto.

Article 1. Name and Location

The name of the corporation is Mountain Ranch Estates Homeowners Association (the "Association"). The principal office of the corporation shall be located at the place set forth in the Associations annual business filing with the State of Utah, but the meetings of members and trustees may be held at such place in the State of Utah, as may be designated by the Board of Trustees (the "Board").

Article 2. Definitions

- 2.1 "Association" shall mean and refer to Mountain Ranch Estates Homeowners Association, a Utah non-profit corporation, its successors and assigns.
- 2.2 "Association Property" shall mean all real property owned by the Association for the common use and enjoyment of the owners.
- 2.3 "Class A Members" shall, during the Period of Declarant Control (as defined in the Declaration), mean all the Members in the Association other than the Declarant. Upon the expiration of the Period of Declarant Control, Class A Members shall mean all the members in the Association.
- 2.4 "Class B Members" shall mean all memberships in the Association held by the Declarant during the Period of Declarant Control. During the Period of Declarant Control, Declarant shall have one (1) Class B Membership in the Association for each Lot Owned by the Declarant and shall have ten (I 0) votes in the Association for each Lot owned. After the Period of Declarant Control, the Class B Memberships shall be converted into Class A Memberships having one (1) vote per Lot.

- 2.5 "Declarant" means Mountain Ranch Estates, L.L.C., a Utah limited liability company and its successors and assigns to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Association Property and in so doing expressly designates the transferee as a "Declarant" hereunder.
- 2.6 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property, as may be amended, and recorded in the Public Records of Summit County, Utah in the Office of the County Recorder (the "Declaration").
- 2.7 "Governing Documents" shall mean the Declaration, the Articles of Incorporation, these Bylaws and any Rules and Regulations, all as amended.
- 2.8 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Association Property.
- 2.9 "Member" every Owner of a Lot shall be a Member and shall be entitled to one (1) vote per Lot owned by the Owner.
- 2.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.
- 2.11 "Properties" shall mean and refer to that certain real property as designated in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Article 3. Meeting of Members

- 3.1 <u>Annual Meetings</u>. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held each year on a date and at a time designated by the Board in accordance with a resolution of the Board.
- 3.2 <u>Special Meetings</u>. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one fourth (1/4) of all of the votes of the Class A Membership.
- 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary of the Association or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least thirty (30) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as set forth in this paragraph 3.3.

- 3.4 <u>Record Date</u>. Any notice of any meeting or any notice required by the Governing Documents or any law, must be given to each Owner upon the Association's books on the date such notice is given. Only those Owners shown as Members in good standing upon the Association's books on the tenth (10th) calendar day before any meeting are entitled to vote at any such meeting, or its adjournment.
- 3.5 Notice of Adjourned Meeting. When a meeting is adjourned to another time or place, it will not be necessary to give any notice of the adjourned meeting provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At such an adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board fixes a new Record Date (pursuant to Section 3.4 above) for the adjourned meeting, a notice of the adjourned meeting will be given on the new Record Date as provided in this Article Three to each Member of record.
- 3.6 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (33.33%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The quorum for an adjourned meeting shall be twenty (20%) of the votes of each class of membership.
- 3. 7 <u>Proxies</u>. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Unless specifically stated on the face of the proxy, a proxy shall expire eleven (11) months from the date it is executed.

Article 4. Board of Trustees, Selection, Term of Office

- 4.1 <u>Number</u>. The affairs of this Association shall be managed by a Board consisting of a minimum of three (3) and a maximum of five (5) trustees. The Members shall establish the number of trustees to be three, four or five, by a majority of votes cast at any annual or special meeting of the Association. All members of the Board shall be Members.
- 4.2 <u>Term of Office</u>. At the first annual meeting the Members shall elect one trustee for a term of one (1) year, one trustee for a term of two (2) years, and one trustees for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one trustee for a term of three (3) years.
- 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 to serve 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.

- 4.4 <u>Compensation</u>. No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.5 <u>Action Taken Without a Meeting</u>. The trustees shall 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 all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

Article 5. Nomination and Election of Trustees

- 5.1 <u>Nomination</u>. Other than the initial election after the Period of Declarant Control at which nominations shall be taken from the floor of the meeting, nomination for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members consistent with these bylaws.
- 5.2 <u>Election</u>. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article 6. Meeting of Trustees

- 6.1 <u>Regular Meetings</u>. The Board shall hold a regular meeting at least annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- 6.2 <u>Special Meetings</u>. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) trustees, after not less than three (3) days' notice to each trustee.
- 6.3 <u>Waiver of Notice</u>. Notice of a meeting of the Board need not be given to any trustee who signs a waiver of notice either before or after the meeting. Attendance of a trustee at a meeting will constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or

convened, except when a trustee states, at the beginning of the meeting, any objection to the transaction because the meeting is not lawfully called or convened.

6.4 Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article 7. Powers and Duties of the Board of Trustees

7.1 Powers. The Board shall have power to:

- (A) Adopt and publish Rules and Regulations governing the Association not inconsistent with the Declaration, these Bylaws, the Plat and any applicable state or local statutes including without limitation a collection policy; the use of the Common Area, and the personal conduct of the Members and their guests thereon; and to establish penalties for the infraction thereof;
- (B) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association or any sum due the Association pursuant to the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. Such rights may also be suspended after notice and hearing, until the Member's account is brought current;
- (C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (D) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (E) Form committees as the Board deems necessary to further the business of the Association and to define the duties and powers of any such committee; and
- (F) Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.
- 7.2 <u>Duties</u>. Without prejudice to the powers in Section 7.1 above and in the Declaration or Articles of Incorporation, the Board (subject to the rights of the Declarant set forth in the Declaration) is vested with, and shall be responsible for the following powers and duties:
- (A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (B) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- (C) As more fully provided in the Declaration, to:
 - (i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) Foreclose at its discretion the lien against any property for which assessments are not paid within thirty (30) days after due date in accordance with the provisions of law applicable to the exercise of Powers of Sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law.
- (D) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (E) Procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate officers and trustees indemnity insurance;
- (F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate by the Board;
 - (G) Cause the Association Property to be maintained;
- (H) Enter into an agreement with first mortgagees of Lots to provide that such first mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against the Common Area of the Association, and such mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such first mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association; and
- (I) Establish, levy, assess and collect all assessments and fines referred to or authorized in the Declaration, these Bylaws, and any Rules and Regulations promulgated by the Board.

Article 8. Officers and Their Duties

- 8.1 <u>Enumeration of Officers</u>. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- 8.2 <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

- 8.3 <u>Term.</u> The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected and has qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- 8.4 <u>Special Appointments</u>. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 8.5 <u>Resignation and Removal</u>. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 8.6 <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- 8.7 <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to 8.4 of this Article Eight.
- 8.8 <u>Duties</u>. The duties of the officers are as follows:
- (A) President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments in accordance with any resolution by the Board or the Members consistent with the Declaration, these bylaws, the Plat or any applicable state or local statute; and shall co-sign all checks and promissory notes.
- (B) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve or cause to be served notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (D) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income

and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Article 9. Indemnification of Officers and Trustees

- 9.1 <u>Indemnification</u>. The Association shall provide any indemnification required or permitted by the laws of Utah and shall indemnify trustees, officers, agents and employees as follows:
- (A) The Association shall indemnify any trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such trustee or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- (B) The Association shall indemnify any trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was such a trustee or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- (C) To the extent that a trustee or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 9.1(A) or 9.1(B) of this Article Nine, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him

in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph 9.1(D) of this Article Nine.

- (D) Any indemnification under paragraph 9.1(A) or 9.1(B) of this Article Nine (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the trustee or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph 9.1(A) or 9.1(B) of this Article Nine. Such determination shall be made (i) by the Board of the Association by a majority vote of a quorum consisting of trustees who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested trustees so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.
- (E) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the trustee or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article Nine.
- (F) Agents and employees of the Association who are not trustees or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board.
- (G) Any indemnification pursuant to this Article Nine shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Article 10. Committees

10. 1 <u>Committees</u>. The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

Article 11. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations promulgated by the Board shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article 12. Assessments

12.1 <u>Assessments</u>. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special, and additional assessments which are secured by a continuing

lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Eighteen percent (18%) per annum, and be subject to a late fee of Fifty Dollars (\$50.00) or Ten percent (10%) of the assessment, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien (as set forth in the Declaration and in Section 7.2(C)(iii) above) against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of his Lot.

12.2 <u>Suspension of Membership</u>. Breach by any Member, lessee of any Member or guest of any Member of the Governing Documents or the failure to pay any assessment or fee lawfully imposed by the Board shall constitute grounds for suspension of all membership rights, including voting rights, at the discretion of the Board. No delay or omission on the part of the Board in exercising any right, power or remedy provided in the Governing Documents, in the event of any breach of the conditions contained in the Governing Documents, shall be considered as a waiver thereof or acquiescence therein. A waiver of any breach of the conditions contained in the Governing Documents shall not be construed as a waiver of any succeeding breach or violation, and no such waiver shall result in or imposed any liability on the Board.

Article 13. Rights of Mortgagees

13.1 <u>Unpaid Assessments</u>. The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the Request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage

Article 14. Amendments

- 14. 1 <u>Amendment</u>. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.
- 14.2 <u>Resolution of Conflicts</u>. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall Control. In the case of any conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

Article 15. Miscellaneous

15.1 Fiscal Year. The fiscal year of the Association shall be as established by the Board.

- 15.2 <u>Examination of Books</u>. Owners and first mortgagees shall have the right to examine the books and records of the Association.
- 15.3 Rental Property. Any Owner who rents or leases his or her Lot shall advise the Board in writing that the Lot has been leased or rented and shall provide contact information of the tenant to the Board. The provisions of the Governing Documents in effect shall apply with equal force to renters or lessees of Lots and notice of such must be in any lease of any Lot. No Lot may be leased for any period less than ninety (90) consecutive calendar days.
- (A) Any Owner who rents or leases or otherwise permits any other person to utilize his or her Lot shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Board, said Owner shall be responsible for correcting violations of the Governing Documents committed by such tenants or occupants.
- (B) If an Owner fails to correct violations by tenants within forty eight (48) hours of such notice, the Board shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days of assessment. Such costs shall be collected and enforced in the same manner as Assessments under the Declaration.
- (C) The power of the Board hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize his or her Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Board from and against any and all liability therefor. It is expressly understood that the remedies available to the Board shall include but not be limited to the right to seek: eviction of the tenant without any liability to the Owner and/or to direct the tenant to pay rent directly to the Association in the event Owner is in default to the Association.

IN WITNESS WHEREOF, the Mountain Ranch Estates Homeowners Association, Inc., has executed these Restated Bylaws as of the 30- day of September, 2016.

MOUNTAIN RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.

(Print Name):

President

STATE OF UTAH	
County of Summit)ss:)
Subscribed and sworn to before	re me on this 30 day of September, 201 6 by
	Notary Public

NOTARY PUBLIC DAVID BLAKE.
Commission No. 687898
Commission Expires
APRIL 24, 2020
STATE OF UTAH

EXHIBIT "A"Description of the Property

Lots 1-53, and 55-81, and Lots A - C, MOUNTAIN RANCH ESTATES, and Lot 54, MOUNTAIN RANCH ESTATES SUBDIVISION AMENDED LOT 54, all according to the plats thereof, and any subsequent amendments thereto or substitutes thereof, as recorded in the office of the Summit County Recorder, Utah.

Parcel Numbers: MRE-A, MRE-B, MRE-C; MRE-1 – MRE 53; MRE-54-AM; MRE-55 - MRE-81.