

**BY-LAWS OF
JEREMY RANCH OWNERS ASSOCIATION
A Non-Profit Corporation**

**ARTICLE I
LEGAL AUTHORITY**

These Amended and Restated By-Laws (hereinafter known as the "By-Laws"), of Jeremy Ranch Owners Association (a non-profit corporation hereinafter known as the "Association"), are promulgated pursuant to and in conformance with the Utah Revised Nonprofit Corporation Act 2000 and pursuant to authority granted to the Board of Trustees (hereinafter sometimes referred as the "Trustees" or singular, the "Trustee") as set forth the Association's Articles of Incorporation.

**ARTICLE II
OFFICES**

The principal office of the Association shall be located in Park City, Utah. The Association may have such other offices, within Summit County, Utah, as the Trustees may designate. The mailing address of the registered office is 8772 Jeremy Road, Park City, Utah 84098 under the name of the registered current President or Treasurer of Jeremy Ranch Owners Association.

**ARTICLE III
DECLARATIONS**

The Association is organized pursuant to and for the declarations set forth in the Declaration of Protective Covenants, Agreements, Restrictions and Conditions of Plats 1, 2, 3, 4, 5, A, and B (hereinafter known as the "Protective Covenants"). Such declarations include, but are not limited to, the desire to create a nonprofit corporation comprised of all the legal recorder Owner of property with the Association (hereinafter known as the "Owner/s"), whereas the planned community is located in Summit County, State of Utah, to own, operate, and maintain various open space or common areas, including community improvements and to administer and enforce the Protective Covenants, Community Architectural Design Guide (hereafter known as the architectural guidelines, these By-Laws, and all other Association's governing documents.

**ARTICLE IV
MEMBERSHIP AND RIGHTS OF OWNERS**

Section 4.1. Membership: All Owners shall have membership in the Association which

begins immediately and automatically upon becoming the recorded Owner of the lot or single-family dwelling to which such membership appertains and shall cease immediately and automatically upon ceasing to be the record Owner of such lot or single-family dwelling. The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Owners are those whose names appear on the records in the Summit County Recorder's office, State of Utah of the lot or single-family dwelling within the area known as the Association's Plats 1, 2, 3, 4, 5, A, and B (hereafter known collectively as the "Subdivisions" or singularly, the "Subdivision"). No Owner may resign his/her membership of the Association. Owner's spouse may serve as a Trustee or on a committee of the Association and shall have voting rights (see Article V).

The term "Owner/s" shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a lot or any part thereof is encumbered, nor shall it include persons or entities purchasing a lot under contract until such contract is fully performed and legal title conveyed. If record ownership of a lot in Subdivision is jointly held, the membership appertaining to such lot shall also be jointly held. Each membership in the Association shall be appurtenant to and shall not be separated from the lot to which it relates. No person or entity other than Owner/s, which includes his or her spouse, of a lot in the Subdivisions may have membership of the Association. Membership in the Association shall be available without regard to race, color, creed, sex or national origin.

Section 4.2. Rights of Owners: The Owners of the Association shall be entitled to vote and all Owners of the Association shall be of one class. Membership in this Association shall be mandatory, not optional nor transferable.

Section 4.3. Voting Rights of Owners: The total number of votes in the Association shall be one (1) vote for each lot owner (owner is constituted as legal lot owner and/or spouse) being one (1) vote for each issue brought before the Owners' Annual Meeting or Special Meeting, or one (1) vote for each Trustee position vacant (determined by the Board not to be less than five (5) Trustees serving on Board) on Official Ballot and Official Proxy for each Trustee position vacant.

A renter of a home is not an Owner and may not cast any votes. See Article V for further reference to voting procedures.

Since the Owner may be more than one (1) person, if only one (1) of such person is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that lot.

No Owner shall be entitled to serve as a Trustee if Owner has received certified mail from Association within the three (3) months of becoming Trustee regarding any type of violation,

in which Owner does not comply with request, or if the Association is currently seeking any type of legal counsel to remedy a violation of non-compliance of said Owner.

No Owner shall be entitled to vote, unless such Owner has paid in full all assessments, free from liens against Owner or Owners' lot/s, including other expenses incurred by the Association for enforcement of improvements or violations of Owner's lot/s, or other reasonable expenses made by the Association, together with all interest, lien fees, attorneys' fees, penalties, and other fees applicable, if any, properly changeable to Owner and against Owner's lot/s, at least three (3) days before Owners' Annual Meeting or special meetings for Owners.

The vote appertaining to a lot may be cast by Official Proxy, which will be sent to Owner in annual package from Association. Said proxy will nominate and appoint the Trustees, with power of substitution, to vote on behalf of Owner of lot. Trustees may be nominated in three (3) different ways by the members, regardless of nomination, all receive equal weight and votes, and they are as follows:

Section 4.4. Nomination of the Trustees:

Class 1 Nominees: *Nominated at the Owners' Annual Meeting on the third Thursday of each year of the Jeremy Ranch Owners Association.*

Class 2 Nominees: *Nominated by the owner/s (owner is constituted legal owner of record or spouse of owner) on the Official Proxy of the Jeremy Ranch Owners Association.*

Class 3 Nominees: *Nominated by the Trustees on the Official Proxy of the Jeremy Ranch Owners Association.*

To overturn the current Trustees, a petition must be presented to Association with a majority vote of total membership of Association.

Section 4.5. Annual or Special Meetings for Owners: The Owners' Annual Meeting of the Association shall be held on the third Thursday of March of each year, or unless otherwise posted, to elect the Trustees and conduct such other business as may be appropriate. The place of the meeting shall be held at a convenient location in Summit County, State of Utah, specified in the notice of meeting. The Trustees may call any special meetings for Owners of the Association, as they deem appropriate.

Section 4.6. Notice: Written notice of the annual or a special meeting shall be delivered to Owners at least ten (10) days before such meeting, with such written notice personally delivered or mailed to each Owner appearing in the records in the Office of the County Recorder, Summit County, State of Utah, or as otherwise directed in writing for notice to be

sent to a different address. The term "delivered" is defined as when notice of meeting has been deposited in the United States mail, so addressed, with postage thereon prepaid. The written notice shall set forth the time, place, and purpose of the meeting.

ARTICLE V BOARD OF TRUSTEES

Section 5.1. General Powers: The Trustees and Officers shall manage the business and affairs of the Association.

Section 5.2. Number, Election, Votes, Tenure, Terms, and Qualifications:

- a. **Number of Trustees:** The number of Trustees of the Association shall consist of five (5) and no more than seven (7) Trustees, until changed by a vote of the Trustees. Trustees may choose each year prior to sending out annual packet, number of Trustees to serve for that given year, which number shall consist of no less than five (5) Trustees.
- b. **Election:** Trustees shall be elected by a majority of received Ballot votes from the Owners at the Owners' Annual Meeting, including Official Proxy votes. Owner may appoint a proxy to act on his or her behalf on the Official Proxy, which proxy must be presented to the Treasurer by the third Wednesday of March by 12:00 P.M. prior to the annual meeting.
- c. **Voting Committee:** Trustees shall assign three (3) Owners in good standing with the Association to count Official Ballot and Official Proxy votes of Annual Meeting or Special Meeting of Owners, including two (2) witnesses, which may include Trustee or office management. Until such votes will be counted office management will hold the Ballot Box in possession. Votes shall be counted within two (2) business days after a meeting.
- d. **Procedure to Count Votes:** Trustees will meet one to two (1-2) weeks after the Owner's Annual Meeting to divide Official Proxy votes amongst a quorum of Trustees, which Official Proxies were assigned to Trustees to vote on behalf of Owners. Trustees or Management will count Official Ballots and including Official Proxies received. Trustees shall disqualify any names not meeting qualifications that were present on Official Ballots and proxies in accordance with the Articles of Incorporation, these By-laws and Amendments.
- e. **Tenure:** Owners of the Trustees shall serve for a term of two (2) years, or until their earlier resignation or removal; however, term need not be filled if remaining Trustees consists of the minimum number of five (5) Trustees.
- f. **Expiration of Term:** All Trustees' shall serve a two (2) year term which expires at the end of the first Trustee's meeting held following the Owners' Annual Meeting of the expiration term year.
- g. **Commencement of Term, Voting of Officers:** New Trustees terms

commence at the second board meeting, following the Owners' Annual Meeting. At this meeting an election of Officers and by a majority vote of Trustees and will assign all Officer by vote of the Trustees, which Officers positions are as one (1) President, one (1) Vice-President, one (1) Secretary, and one (1) Treasurer.

- h. Qualifications:** Trustees must be Owners, or Owner's legal spouse, of a lot within the Subdivisions. Trustees must be free from outstanding dues, fees, interest, or liens on their lot/s to serve as Trustee. Any Trustee may succeed him or herself for an additional term or terms by the regular voting procedures at the annual meeting. All Trustees must be in good standing, including free of potential or current legal issues and conflict of interests that will be defined by a quorum of the remaining Trustees. The Treasurer need not be a Trustee or an Owner of the Association, as long as he/she is an employee of this corporation.

Section 5.3. Special or Regular Meetings of Trustees: Special meetings called by the Trustees may be called by, or at the request of the President, any three (3) Trustees collectively. The Trustees authorized to call special meetings for the Trustees shall determine the most convenient place, within the State of Utah, as the location of the special meeting. Trustees will meet at least once per quarter, or as often as deemed necessary, to conduct business of the Association. Regular meetings will be held when needed or called by the Administrative Assistant/Treasurer or President.

Section 5.4. Notice of Special Meeting of Trustees: Notice of any special meeting shall be noticed in writing at least ten (10) days previous thereto by mail or hand delivery to each Trustee. Such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. Any Trustee may waive notice of any meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The written notice shall set forth the time, place, and purpose of the meeting.

Section 5.5. Quorum: At all meetings of the Trustees, a majority of the total number of Trustees fixed by the By-Laws shall constitute a quorum for the transaction of business. The act of a quorum shall be the act of the Trustees, except as may be otherwise specifically provided for by statute or by these By-Laws. Under no condition, unless specifically state in these By-Laws or otherwise, shall a vote or act by less than a quorum be the act of the Trustees and shall be void and unenforceable.

Section 5.6. Action without a Meeting: Any action required or permitted to be taken by the Trustees or Officers without a meeting may be taken by written consent of a quorum of the Trustees.

Section 5.7. Removal: Any Trustee may be removed from office by a majority of votes from the remaining Trustees, even though the remaining Trustees constitute less than a quorum, whenever it is in the judgment of said majority that the interests of the Association will be served by such removal, or by a majority vote of the Owners of the lots entitled to vote at an election of the Trustees, with or without cause.

Section 5.8. Vacancies: Any Trustee may resign at any time by giving notice of such resignation to the President or Treasurer of the Association. Any vacancy occurring on the Trustees may be filled by a majority vote of the remaining Trustees even though a quorum may not exist. A Trustee elected to fill a vacancy shall be elected for the unexpired portion of the term. If an Officer resigns or is removed from the Trustees, the Officer's vacancy will be filled by majority vote of Trustees.

Section 5.9. Compensation: Trustees shall not receive any stated salary or compensation for their services as such. By resolution of the Trustees, the Trustees or Officers shall be reimbursed for any costs incurred on behalf of the Association.

Section 5.10. Duties: The Trustees and Officers' duties shall include, without limitation:

- a. Preparation of annual budget, which shall establish the contribution of each Owner to the common expenses;
- b. Making assessments against Owners to defray the costs and expenses of the Association, establishing the means and methods of collecting such assessments from the Owners, and establishing the period payment of the assessments for common expenses;
- c. Providing and enforcing the operation, care, upkeep, replacement, maintenance and surveillance of all of the property and equipment owned by the Association and services of the Association;
- d. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of all of the property and equipment owned by the Association and services of the Association and providing services for the Association, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners;
- e. Collecting the assessments against the Owners, depositing the proceeds thereof in an approved bank depository which it shall approve, and using the proceeds to carry out the purposes of the Association;
- f. Revising the architectural guidelines, regulating building, remodeling, maintenance, landscaping, and other activities governed by the Architectural Control Committee (hereinafter referred to as the "ACC") that are binding on all Owners within the Subdivisions;

- g. Opening bank accounts on behalf of the Association and designating the signatories required thereof;
- h. Contracting for repairs, additions, and improvements to, or alternation of the Association in accordance with the Protective Covenants, current architectural guidelines as amended from time to time for the Association, and as filed with the Office of the County Recorder of Summit County, State of Utah and other provision of these By-Laws, after damage or destruction by fire or other casualty;
- i. Paying the costs of all services rendered to the Association;
- j. Keeping books with detailed accounts of the Association's receipts and expenditures;
- k. Enforcing by legal means the provisions of the Protective Covenants, these By-Laws and current architectural guidelines of the Subdivisions adopted by Association's Trustees, and bringing any proceedings which may be instituted on behalf of the Association at Owner's expense before commencement of legal proceedings;
- l. Placement of liens on Owner's real property for all assessments, incurred Association's expenses, interest, legal fees and estimated legal fees pertaining to the enforcement of the current Jeremy Ranch Owners Association's Protective Covenants, these By-Laws and current architectural guidelines;
- m. Obtaining and carrying insurance against casualties and liabilities of the Association, as may be deemed necessary and prudent and paying the premium cost thereof; and,
- n. Paying the cost of all services rendered to all property and equipment owned by the Association and not billed to the Owners of individual lots.

Section 5.11. Standing and Special Committees: A quorum of the Trustees may create or abolish such standing and special committees as deemed necessary to promote the purposes and to delegate work of the Association. The chair of each standing committee shall be responsible for preparing a yearly report to the Trustee on the activities and work in progress for their committees. Such reports shall be presented at the Owners' Annual Meeting if requested by Trustees.

Section 5.12. Architectural Control Committee: The ACC shall consist of no less than five (5) Owners. The Trustees or Administrative Assistant shall appoint a new Owner to fill any open positions of the ACC if the committee is less than five (5) Owners. The purpose of the ACC is to control and regulate the construction of any type, including remodeling, additions, landscaping and maintenance on lots and homes within the Subdivisions. The Owners of the ACC shall serve at the pleasure of the Trustees and may be removed at any time, without cause, by a majority vote Trustees. The ACC shall, under the direction of the Trustees, have the responsibility of enforcing and in any other way addressing the Protective Covenants of Plats 1, 2, 3, 4, 5, A and B, including the current architectural guidelines, which are presently in effect, or which may come into effect in the future, which

in any way deal with any type of the building, or additions to property, landscaping, and maintenance requirements of those residences located within the Subdivisions, and to enforce these By-Laws, Protective Covenants, and current architectural guidelines, or to enforce which ever rules, regulations or guidelines are more restrictive.

ARTICLE VI OFFICERS

Section 6.1. Number: The Officers of the Association shall be Owners of the Trustees except the office of Treasurer, and shall constitute as one (1) President, one (1) Vice-President, one (1) Secretary, and one (1) Treasurer, each of whom shall be elected by majority votes of the Trustees. At its discretion, the Trustees may leave an Officer's position unfilled for any such period as they may determine of any time period, except the positions of President and Treasurer.

Section 6.2. Term of Office and Election: Each Officer's term will begin at the second Trustees meeting following the Owner's Annual Meeting, and will expire one (1) year after such date. The offices of President, Vice-President, Secretary, and Treasurer will be voted by majority vote of Trustees, or when an Officer's position becomes available due to resignation or removal of Officer.

Section 6.3. Conflicts of Interest and Removal: A Trustee shall promptly disclose in writing to the Trustees any actual or potential conflict of interest affecting his/her performance as a Trustee. A Trustee's failure to make such disclosure in the interest of the Association shall be grounds for removal by a majority vote of the remaining Trustees.

Section 6.4. Vacancies: A vacancy of any Trustee or Officer because of death, resignation, removal, disqualification or otherwise, may be filled by the Trustees appointing a new Owner to office until the two (2) year term expires. Trustees may choose not to fill a vacancy so long as Trustees consists of at least five (5) Trustees.

Section 6.5. President: The President shall be the Principal Executive Officer of the Association, be subject to the control of the Trustees and shall supervise and control all of the business and affairs of the Association. The President shall preside, when present, over all meetings of the Trustees. The President, or any other proper Officer of the Association, may affix signature of the Association to all deeds, conveyances, mortgages, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Trustees or which, in the judgment of the President, should be executed on behalf of the Association and do not require such authorization and, subject to the direction of the Trustees, to have general charge of the property of the Association and to supervise and control all Officers, agents and employees of the Association.

Section 6.6. President – Pro Tem: If neither the President, nor the Vice-President is present at any meeting of the Trustees, a President Pro Tem may be chosen by the

Trustees to preside and act at such meeting.

Section 6.7. Vice-President: In the absence of the President or in the event of President's death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Trustees.

Section 6.8. Secretary: The Secretary shall sign approved minutes, sign any corporate records, including banking, for the affairs of doing regular business. Secretary may take minutes of meetings in the absence of Treasurer of the Association. Secretary shall perform such other duties as from time to time may be assigned by the President or by the Trustees.

Section 6.9. The Treasurer: The Treasurer shall: (a) take the minutes of the proceedings of the Trustees; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) shall have charge and custody of and be responsible for all funds and securities of the Association; (e) make payables with one (1) authorized Officer; (f) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Trustees; and, (g) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Trustees.

ARTICLE VII ENFORCEMENT OF COVENANTS AND GUIDELINES

Section 7.1. Violations: The Association, through its Trustees, may enforce the compliance with all the Association's governing documents which are the Protective Covenants, current Community Architectural Design Guidelines, Articles of Incorporation, these By-Laws, and all amendments or revisions from time to time as may be deemed appropriate by the Trustees, or when applicable by the Owners. Violations will be addressed in the following manner:

- a) **Notice:** The Trustees, delegate/s of a committee, or Administrative Assistant shall provide the alleged violator with (i) a written warning and notice of said violation. The written notice shall describe the nature of the alleged violation, (ii) the proposed action to be taken against the Owner, (iii) how the violation can be remedied, and (iv) a period of not less than fifteen (15) days, within which the alleged violator may remedy the violation without further action.
- b) If, after the given period as set forth in this Article VII, Section 7.1.a , the Owner

- is not in compliance, or is not actively remedying the violation with the approval of the Trustees or delegated body, a second written notice will be hand-delivered with a return signature or mailed via certified mail. This second notice shall contain (i) reference to the first notice as contained in subsection a) above, (ii) all items to be contained in subsection a) above, (iii) the option the Owner has to make a written request for a hearing before the Trustees; and (iv) a statement that the proposed actions or sanction shall be carried out and imposed as contained within the notice unless the alleged violator challenges the violation with fifteen (15) days of the delivery of the second notice.
- c) If Owner is working to actively remedy a violation, the Trustees may suspend any proposed action or violation, such suspension shall not constitute a waiver of the right to sanction future or continuing violations of the same or other provisions and rules by any Owner/Person should a timely resolution not be reached.
 - d) **Hearing:** If the alleged violator requests a hearing within the allotted period, the hearing shall be held before the Trustees or an appointed committee by Trustees. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Trustee or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
 - e) **Any decision reached by the Trustees on appeal shall be final.**
 - f) **Additional Enforcement Rights:** Notwithstanding this Article, if permitted under the Protective Covenants, current architectural guidelines, the Trustees may elect to enforce any provision of the governing documents by other means (specifically including, but not limited to, parking violations) or, following compliance with the Protective Covenants or current architectural guidelines, which ever are more restrictive, to follow compliance resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both.
 - g) Remedies available to the Trustees include, but are not limited to, the imposition of fines, placement of liens on the property, and injunctions at law, which shall be issued by a court of competent jurisdiction.
 - h) In any such action in which enforcement is require to the maximum extent permissible under the Protective Covenants, these By-Laws, current architectural guidelines, or by statute or law, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

Section 7.2. Additional Committees: If at any time the Trustees deem it necessary to

form an enforcement committee, and Trustees may do so as authorized under this section and Article V. Section 11.

ARTICLE VIII ASSOCIATION'S FISCAL YEAR

The Association's fiscal year shall be the calendar year unless otherwise established by Trustees' resolution.

ARTICLE IX ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments: Each Owner, by acceptance of a real estate contract or deed for such Owner's fee interest in a lot or lots subject to the Protective Covenants, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association's regular assessments to be fixed, established and collected as provided herein and in the Protective Covenants, and current architectural guidelines. The regular and special assessments, together with late charges, and accrued interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. No membership may be transferred to a subsequent purchaser until all assessments, interest, penalties and other charges that are due have been paid in full to the Association.

Section 8.2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Association, for the payment of Jeremy Ranch Owners Association assessment, and for the improvement and maintenance of Open Spaces, common areas, properties, services, and other facilities devoted to this purpose.

Section 8.3. Regular Assessments: The amount and time of payment of regular assessments shall be determined by the Trustees after giving due consideration to the current maintenance costs and future needs and obligations of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of same shall set forth in said notice.

Section 8.4. Special Assessment for Improvements: In addition to the regular assessments authorized above, the Trustees of the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Open Space or common areas (leased or owned areas), including fixtures and personal property related thereto.

Section 8.5. Uniform Rate of Assessment: Both regular and special assessments shall

be fixed at a uniform rate for all lots in the Association.

Section 8.6. Date of Commencement of Regular Annual Assessments and Fixing Thereof: The regular annual assessments shall be for the period of June 1 to May 31 of each calendar year. A prorated assessment must be made payable to the Association, and may be collected by a representing title company at the time buying or selling of a lot.

Section 8.7. Certificate of Payment: The Association shall, upon demand, furnish any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Trustees and Officers for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8.8. Nonpayment of Assessment: The following shall govern in the event of nonpayment of assessments:

- a. **Delinquency:** Any assessment provided for in the Article VIII, which is not paid when due, shall be delinquent. With respect to each assessment not paid within ninety (90) from beginning assessed date, the Association may, at its election, require the Owner to pay a late charge in a sum to be determined by the Trustees, but not to exceed fifty dollars (\$50) per each delinquent year assessment. If any such assessment is not paid with ninety (90) days from beginning assessed date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon compliance with the notice provision to foreclose the lien against the lot, and there shall be add to the amount of such assessment the late charge, the costs of preparing and filing the complain in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney/s fees, together with the costs of action. Each Owner vests in the Association or assigns the right and power to bring all actions at law or in equity or lien foreclosure against all proper parties for the collection of such delinquent assessments. Owners delinquent in the payment of regular assessments shall not be entitled to vote, be heard, serve as Trustee, or serve on special committee at any annual or special meeting of Owners.
- b. **Notice of Lien:** No action of lien shall be taken by the Association until Owner has been sent a Notice of Lien at Owner's registered address as recorded in Summit County at least thirty (30) days prior to lien. Of notice shall be said delivered when deposited in the United States mail and prepaid.
- c. **Foreclosure Sale:** Any such foreclosure and subsequent sale provided for above shall be conducted in accordance with the laws of the State of Utah

relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at a foreclosure sale, ad to acquire and hold, lease, mortgage and convey the same.

- d. **Curing of Default:** Upon the timely curing of any default of which a notice of claim of lien was filed by the Association, the Officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed \$100 to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.
- e. **Cumulative Remedies:** The assessment lien and the rights to foreclosure and sale there under shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.
- f. **Subordination of Assessment Liens:** If any lot subject to an assessment lien created by any provision hereof is subject to a lien of a deed or trust, the foreclosure of any lien created by anything set forth in these By-Laws shall not operate to affect or impair the lien of such deed of trust, and the foreclosure of the lien or deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall not be subordinate to the lien of the deed of trust, with the foreclosure purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof or all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE X CONTRACTS AND SERVICES BY TRUSTEES AND OFFICERS

The Trustees or Officers of the Association may be interested, directly or indirectly, in any contract relating to or incidental to the operations conducted by the Association, and may freely make contracts, enter into transactions, or otherwise act for and upon behalf of the Association, notwithstanding that they may also be acting as individuals, or as Trustees of trusts, or as agents for other persons or Associations, or may be interested in the same matters as Owners, Trustees or otherwise; provided, however, that any contract, transaction, or act upon behalf of the Association in a matter in which the Trustees or Officers are personally interested as Owners, Trustees or otherwise shall disclose at arm's length and in the certificate of incorporation regarding the Association's use or application of its funds for private benefits.

ARTICLE XI WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these By-Laws or under the provisions of law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII MISCELLANEOUS

Section 12.1. Applicability: All present and future Owners, tenants, future tenants, lessees, their guests, licensees, servants, agents, employees and any other person or persons who shall occupy a lot or use any of Open Space or common areas shall be subject to these By-Laws. Acquisition, lease, rental or occupancy of any of the lots in the Subdivisions shall constitute an acknowledgment that such Owner, tenant, lessee or occupant has accepted and ratified these By-Laws, the provisions of the Protective Covenants, current architectural guidelines, rules and regulations promulgated from time to time by the Association and will comply with them, including the current architectural guidelines in its entirety, or which ever guidelines, rules and regulations are more restrictive.

Section 12.2. Parliamentary Rules: Except as may be modified by Trustees resolution, Robert's Rules of Order (the current edition) shall govern the conduct of Association's proceedings when not in conflict with Utah law or the Association's governing documents.

Section 12.3. Notices: All notices, demands, bills, statement, or other communications under the Protective Covenants, these By-Laws, and current architectural guidelines shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid.

ARTICLE XIII INDEMNIFICATION

Section 13.1. Actions against Association: The Association shall indemnify any person who was or is a party or is threatened to be made a party to threatened, pending or completed action, suit or proceeding, 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/she is or was a Trustee, Officer, 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), judgment, fines, and mounts paid in settlement actually and reasonable incurred by him/her in connection with such action, suit or proceeding if he/she acted in

good faith and in a manner he/she 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 no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suite, or proceeding by judgment, order, settlement, conviction, or upon a plea or 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/she reasonable 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/her conduct was unlawful.

Section 13.2. Actions by Association: The Association shall indemnify any person 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/she is or was a Trustee, Officer, 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 enterprises against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which a such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper.

Section 13.3. Attorney's Fees and Costs: To the extent that a Trustee, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section XIII.1. or XIII.2, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 13.4. Authorization by Trustees: Any indemnification under Sections XIII.1 and XIII.2 (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, Officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set for in Section XIII.1 or XIII.2. Such determination shall be made by the Trustees by a majority vote of a quorum of the Trustees, or by the Owners.

Section 13.5. Advance of Expenses: 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 a manner provided in Section XIII.4 upon receipt of an undertaking by or on behalf of the Trustee, Officer, employee or agent to

repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Association as authorized herein.

Section 13.6. Other Rights: The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of Owners or disinterested Trustee or otherwise, both as to action in his/her official capacity an as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Trustee, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 13.7. Insurance: The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, 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 any liability or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provision of this Article XIII.

ARTICLE XIV AMENDMENTS TO BY-LAWS

Section 14.1. Amendment: These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority vote of the total membership of Owners, or by the affirmative vote of a majority of the Trustees. Any alteration, amendment or repeal of these By-Laws by the Trustees may be overturned by a majority vote of the total membership of Owners, in which case, it shall be as though no action was ever taken by the Trustees to alter, amend or repeal these By-Laws.

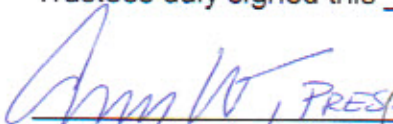
Section 14.2. Record of Amendments: Any amendment or new By-Laws adopted by the Owners or the Trustees shall be copied in the appropriate place in the minute book with the original By-Laws, and the repeal of any By-Laws shall be entered on the original By-laws together with the date and manner of such repeal. The original or a copy of the By-Laws as amended to date shall be open to inspection by the Owners at the Association's principal office at all reasonable times during office hours.

Section 14.3. Bylaw Provisions Additional and Supplemental to Provisions by Law: All restrictions, limitations, requirement and other provisions of these By-Laws shall be construed, insofar as possible, as supplemental and additional to all provision of law applicable to the subject matter thereof and shall be fully complied with in addition to the said provisions of law unless such compliance shall be illegal.


Section 14.4. By-Laws Provisions Contrary to or Inconsistent with Provisions of Law: Any article, section, subsection, subdivision, sentence, clause or phrase of these By-Laws

which, upon being construed in the manner provided hereof, shall be contrary to or inconsistent with any applicable provision of law, including Summit County ordinances, shall not apply so long as said provision of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these By-Laws, it being hereby declared that these By-Laws would have been adopted and each article, section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, subdivisions, sentences, clauses or phrases is or are illegal.


WE HEREBY CERTIFY that the foregoing is the original, true and correct copy of the Amended and Restated By-Laws adopted by Jeremy Ranch Owners Association's Board of Trustees duly signed this _____ day of December 2004.




Greg Wolbach, President




Michael Howard, Vice President




Gordon Etter, Secretary




Emily Ann Johnson, Trustee



Ron Jerman, Trustee



Dave Lawson, Trustee

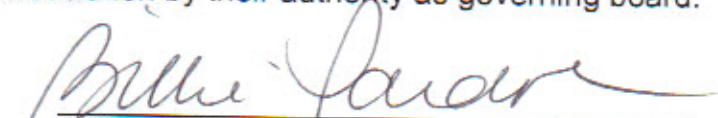


Yara Selph, Trustee

STATE OF UTAH Utah)

COUNTY OF Summit) :ss.

On this 31 day of December 2004, personally appeared before me Greg Wolbach, Michael Howard, Gordon Etter, Emily Ann Johnson, Ron Jerman, Dave Lawson, Yara Selph to me known or having been properly identified to me and who, being by me duly sworn, did say that they are the Board of Trustees of the Jeremy Ranch Owners Association; and they acknowledged to me that they executed the foregoing By-Laws on behalf of the Association by their authority as governing board.



Notary Public's Signature

