

**AMENDED BYLAWS
OF
CANYON RIM RANCHES OWNERS ASSOCIATION**

RECITALS

A. On March 7, 1973, the CANYON RIM RANCH PLAT A was recorded as Entry No. 118976 with the Summit County Recorder's office.

B. On July 13, 1973, the DECLARATION OF ESTABLISHMENT OF PROTECTIVE RESTRICTIONS AND COVENANTS for the Association was recorded with the Summit County Recorder's office as Entry No. 120194, beginning at Book M48, Page 661.

C. On April 19, 1974, the ARTICLES OF INCORPORATION OF CANYON RIM RANCHES OWNERS ASSOCIATION (the "Articles") were filed with the Utah Division of Corporations.

D. The Canyon Rim Ranches Owners Association (the "Association") previously adopted Bylaws for the Association, including but not limited to the Bylaws of Canyon Rim Ranches Owners Association, dated October 9, 2003. Any and all prior Bylaws of Canyon Rim Ranches Owners Association are collectively referred to herein as the "Bylaws."

E. These Amended Bylaws of Canyon Rim Ranches Owners Association (the "Amended Bylaws") are intended to supersede and replace any and all prior Bylaws of the Association.

F. These Amended Bylaws shall take effect as of the date that they are recorded with the Summit County Recorder's office.

G. This document affects the real property located in Summit County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference (the "Property").

H. As evidenced by this instrument, the Board of Trustees has obtained the affirmative vote or written approval of the required number of the membership of the Association, as required by the Association's Articles.

**ARTICLE I
Purpose**

The purposes of the non-profit Association are as follows:

1. To provide for maintenance, repair and upkeep of the common roads, bridges and water systems of the Canyon Rim Ranches Subdivision, Summit County, Utah; and
2. To provide any and all things directed by the Articles of Incorporation and/or by the Membership as set forth herein.

**ARTICLE II
Membership**

Section 1. Owner of Record

Membership in the Association shall be evidenced by a recorded deed filed with the Summit County Recorder's office ("Owner of Record"). It is the responsibility of each Owner of Record to inform the Trustees of any changes in ownership and/or any changes in the mailing address of the member.

Section 2. Voting Privilege

Each Owner of Record is a member of the Association, and may have one vote upon each matter duly submitted to a vote at a meeting of the Association, provided that:

- (a) the Owner of Record is verifiable on the records of the Association;
- (b) any and all membership fees as provided herein are paid up in full; and
- (c) there are no Association liens against said Owner of Record.

Section 3. Closing of Transfer Books

For the purpose of determining members entitled to notice or vote at a meeting of the members, or in order to make a determination of members for any other proper purpose, the Board of Trustees of the Association may provide that the recording date of a new Owner of Record shall be closed for a stated period not to exceed thirty (30) days. In lieu of closing the recording date of an Owner of Record, the Board of Trustees may fix, in advance, a date as the record date for any such determination of members, such date in any case to not be more than thirty (30) days nor less than fifteen (15) days prior to the date on which the particular action is to be taken. If the recording date of a new Owner of Record is not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Trustees is made shall be the record date for such determination of members.

Section 4. Voting Lists

The officer or agent having charge of the Association membership information shall make a complete list of the members entitled to vote at each meeting of members or any adjournment thereof, arranged in alphabetical order, with the address of and the number of votes held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof.

Section 5. Quorum

At least eleven (11) members shall be needed in attendance at a membership meeting to have a quorum.

Section 6. Proxies

At all meeting of members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after the close of a meeting, unless otherwise provided in the proxy.

Section 7. Voting of Members

Each Owner of Record, as qualified in Section 2, shall be entitled to one vote upon each matter submitted to a vote at a meeting of members. The Board of Trustees may, as herein provided, vote any Owner of Record held by the Association.

ARTICLE III Membership Meetings

Section 1. Semi-annual Meetings

There will be semi-annual meetings of the membership for transactions of such business as may come before the membership. One meeting shall be in the spring, and one meeting shall be in the fall.

Section 2. Meetings

The Board of Trustees may designate any time or place within the State of Utah, as the place of meeting for any semi-annual meeting or for any special meeting called by the Board of Trustees.

Section 3. Special Meetings

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman or by the Board of Trustees, and shall be called by the Chairman at the request of not less than twenty-five percent (25%) of all the outstanding Membership Certificates of the Association entitled to vote at the meeting.

Section 4. Notice of Meeting

Written notice stating the place, day, hour and purpose or purposes of the meeting shall be delivered not less than ten (10) nor more than twenty-five (25) days before the date of the meeting, either personally, by mail, or electronically (e.g. fax or email), to each Owner of Record entitled to vote at such meeting. Unless otherwise set forth by Utah statute, written notice of the meeting is deemed effective at the earliest of the following:

- (a) when personally delivered to the member's address;
- (b) when received by the member;
- (c) on the date it is sent electronically to the member at the email or fax number on file for the member in the membership records;
- (d) five (5) days after it is mailed to the member at the address as it appears in the membership records with postage prepaid thereon; or
- (e) on the date shown on the return receipt if:
 - (i) sent by registered mail or certified mail to the member at the address as it appears in the membership records with postage prepaid thereon;
 - (ii) sent return receipt requested; and
 - (iii) the receipt is signed by or on behalf of the addressee.

Any member who does not want to receive electronic notification may send a written request to the Association to be provided notice personally or by mail.

Section 5. Procedures

All Association membership meetings shall be conducted following Robert's Rules of Order unless otherwise specified in the Amended Bylaws or by procedures adopted and written by the Board of Trustees.

Section 6. Meetings by Telecommunication

To the extent that it is feasible given the equipment available to the Association, members may participate in any annual, regular, or special meeting of the Association or the Board of Trustees by, or the meeting may be conducted through the use of, any mean of communication by which all persons participating in the meeting may hear each other during the meeting. A Member or Trustee participating in a meeting by a means permitted under this section is considered to be present in person at the meeting.

ARTICLE IV Board of Trustees

Section 1. General Powers

The business and affairs of the association shall be managed by its Board of Trustees.

Section 2. Number, Tenure and Qualifications

The number of Trustees of the Association shall be five (5). Elections shall be held at least annually. Each Trustee shall be elected by a majority of the members, and shall hold office for a period of two (2) years, with two (2) Trustees elected one (1) year and three (3) Trustees elected the following year. Trustees may be elected for successive two-year terms. Trustees must be Association members.

Section 3. Regular Meetings

A regular meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately before, and at the same place as, the semi-annual meetings of the membership. The Board of Trustees may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. Trustees may participate in a regular meeting of the Board of Trustees through any means of telecommunication as that set forth above in Article III, Section 6, for participation in membership meetings.

Section 4. Special Meetings

Special meetings of the Board of Trustees may be called by or at the request of the Chairman or any two Trustees. The person or persons authorized to call special meeting of the Board of Trustees may fix the place for holding any special meeting of the Board called by them. Trustees may participate in a special meeting of the Board of Trustees through any means of telecommunication as that set forth above in Article III, Section 6, for participation in membership meetings.

Section 5. Notice

Notice of any special meeting shall be given at least ten (10) days previously thereto by written notice delivered personally, by mail, or by electronic means. Unless otherwise set forth by Utah statute, written notice of the meeting is deemed effective at the earliest of the following:

- (a) when personally delivered to the member's address;
- (b) when received by the member;
- (c) on the date it is sent electronically to the member at the email or fax number on file for the member in the membership records;
- (d) five (5) days after it is mailed to the member at the address as it appears in the membership records with postage prepaid thereon; or
- (e) on the date shown on the return receipt if:
 - i. sent by registered mail or certified mail to the member at the address as it appears in the membership records with postage prepaid thereon;
 - ii. sent return receipt requested; and
 - iii. the receipt is signed by or on behalf of the addressee.

Any Trustee may waive notice of any meeting. The waiver of notice of such meeting, except where a Trustee attend a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum

A majority of the number of Trustees fixed by Section 2 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than such majority is present at a meeting, a majority of the Trustees present may adjourn the meeting without further notice.

Section 7. Manner of Acting

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

Section 8. Action Without a Meeting

Any action that may be taken by the Board of Trustees at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the Trustees.

Section 9. Vacancies

Any vacancy occurring in the Board of Trustees may be filled by the affirmative vote of a majority of the remaining Trustees though less than a quorum of the Board of Trustees, unless otherwise provided by law. A Trustee elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office.

Section 10. Presumption of Assent

A Trustee of the association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

ARTICLE V Officers

Section 1. Number and Title

The officers of the Association shall be a Chairman, a Vice-Chairman, a Secretary and a Treasurer, each of who shall be elected by the Board of Trustees. One person may hold two (2) offices except for the office of Chairman and Vice Chairman.

Section 2. Election and Term of Office

The officers of the Association shall be elected annually by the Board of Trustees at the Board meeting following the fall semi-annual membership meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor has been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal

Any officer or employee may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Trustees for the un-expired portion of the term.

Section 5. Chairman

The Chairman shall be the principal executive officer of the Association and, subject to the control of the Board of Trustees, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Trustees. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of

Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Amended Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Trustees.

Section 6. Vice Chairman

In the absence of the Chairman or in the event of his death, inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Chairman or the Board of Trustees.

Section 7. Secretary

The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Trustees in one or more books; (b) see that all notices are duly given in accordance with the provisions of these Amended Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) have general charge of the Membership records; and (g) in general, perform all duties incident to the office of Secretary as assigned by the Chairman or by the Board of Trustees.

Section 8. Treasurer

The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the determination of the Board of Trustees; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as may be assigned by the Chairman or by the Board of Trustees.

Article VI Contracts, Loans, Checks and Deposits

Section 1. Contracts

The Board of Trustees may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to the specific instances.

Section 2. Loans

No loan shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by resolution of the Board of Trustees.

Section 4. Deposits

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Trustees may select.

**Article VII
Fiscal Year**

The fiscal year of the Association shall begin on the first (1st) day of January and end on the last day of December of each year.

**Article VIII
Protective and Restrictions and Covenants**

The Association shall adopt and maintain a set of Protective Restrictions and Covenants for Canyon Rim Ranches Subdivision as originally executed November 21, 1972, and as periodically amended and approved by a majority vote of the membership.

**Article IX
Amendments**

These Amended Bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority of the membership who is present in person or by proxy at any regular or special meeting of the membership of the Association. (This majority of the membership required to amend the Bylaws is only a majority of those present in person or by proxy at the meeting and not a majority of the total membership of the Association). Any amendments to these Amended Bylaws, as such may be supplemented or amended from time to time, must be recorded with the Summit County Recorder's office to be effective.

**Article X
Insurance and Indemnification**

Section 1. Directors' and Officers' Insurance.

The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Trustees, the officers, the directors, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Association's governing documents, and breach of contract (if available). This policy shall, to the extent available: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. At the discretion of the Board of Trustees, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

Section 2. Indemnification.

No member of the Board of Trustees, officer, or member of any committee of the Association shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Trustee, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a member of the Board of Trustees, an officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a member of the Board of Trustees, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him or her as such Trustee, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or

reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 3. Other Indemnification.

The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any statute, agreement, vote of disinterested members of the Board of Trustees, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided shall continue as to any person who has ceased to be a Trustee, officer, committee member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

Section 4. Settlement by Association.

The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

IN WITNESS THEREOF, the undersigned officer, director, or Trustee of the Association hereby certifies that the Board of Trustees has obtained the affirmative vote of at least sixty-seven percent (67%) of the total membership of the Association at a meeting held for the purpose of voting on these Amended Bylaws.

DATED this 23 day of Oct, 2014.

CANYON RIM RANCHES OWNERS ASSOCIATION

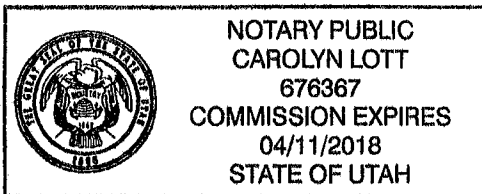
Gordon B. Hurley
(Signature)

Print Name Gordon B. Hurley

Its [Title]: Chairman of Board

State of Utah)
County of SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 23 day of OCTOBER, 2014, by GORDON B. HURLEY, who by me being duly sworn, did say that he or she is the CHAIRMAN OF BOARD of the Canyon Rim Ranches Owners Association, and that this instrument was signed on behalf of said Association.



Carolyn Lott
Notary Public

EXHIBIT A:
Boundary Description & Parcel Information

PARCEL & LOT INFORMATION

CMA-100	CMA-101	CMA-102
CMA-103	CMA-104	CMA-105
CMA-106	CMA-107	CMA-108
CMA-109	CMA-110	CMA-111
CMA-112	CMA-113	CMA-114
CMA-115	CMA-116	CMA-117
CMA-118	CMA-119	CMA-120
CMA-121	CMA-122	CMA-123
CMA-124	CMA-125	CMA-127
CMA-128	CMA-129	CMA-130
CMA-131	CMA-132-A	CMA-133
CMA-134	CMA-135	CMA-136
CMA-137	CMA-138	CMA-139
CMA-140	CMA-141	CMA-142
CMA-143	CMA-144	CMA-145
CMA-146	CMA-147	CMA-148
CMA-149	CMA-150	CMA-151
CMA-152	CMA-153	CMA-154
CMA-155	CMA-156	CMA-157
CMA-158	CMA-159	CMA-160
CMA-161	CMA-162	CMA-163
CMA-164	CMA-165	CMA-194
CMA-195	CMA-196	CMA-197
CMA-198	CMA-199	

*Lot number is the numerical portion of the parcel ID without the CMA.

BOUNDARY DESCRIPTION

BEGIN AT THE SW COR. SECTION 29, T IN-RTE SLB & M THENCE: ALONG SOUTH LINE SEC. 30 S 89°52'30" W 792.06'; THENCE N 00°34'20" E 4005.57' THENCE: S 89°25'40" E 792.00' THENCE N 73°46' E 684.91' THENCE: N 02°05' E 270.00' THENCE: S 71° 37' E 903.35' THENCE: S 43°27' E 370.00' THENCE: S 52°45' E 163.00' THENCE: N 18°18' E 460.06' THENCE: N 08°00' W 427.54' THENCE S 88°00' E 576.61' THENCE: N 15°48' W 174.89' THENCE N 18°39' E 513.05' THENCE N 89° 02' E 843.62' THENCE S 07°38' W 193.33' THENCE: S 01°36' W 774.73 THENCE: S 01°12' E 1165.48' THENCE: S 85°00' E 546.23' THENCE:

S 83°49' E 251.30' THENCE: S 56°01' E 337.91' THENCE: S 47°12' E 344.52' THENCE: N 85°39' E 376.95' THENCE: S 00°03' E 1265.48' THENCE: S 77°39'03" W 523.82' THENCE: S 61°05'02" W 603.11' THENCE: S 63°06'39" W 534.90' THENCE: S 54°10'03" W 451.27' THENCE S 23°00'20" E 227.43' THENCE: S 51°00'04" W 398.78' TO THE SOUTH BOUNDARY OF SECTION 29 T IN-RTE SLB & M. THENCE ALONG SECTION S 88°47'45" W 529.94' TO THE S ¼ COR. OF SAID SECTION 29. THENCE CONTINUING ALONG SECTION LINE S 88°47'45" W 2634.96 TO THE POINT OF BEG. CONTAINING 507.78' ACRES.

S 88°47'45" W BETWEEN SW ¼ SECTION 29 AND S ¼ COR. OF SEC.