



**AMENDED AND RESTATED BYLAWS
OF
FAIRWAY HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Bylaws of Fairway Hills Estates Homeowners Association, Inc. (the "Bylaws") are made and executed this 12th day of January, 2020, by Fairway Hills Estates Homeowners Association, Inc., a Utah Non-Profit corporation (the "Association") and amend, restate and will supersede the Association's bylaws dated September 14, 2018, following approval by sixty-six percent (66%) of the Members at a duly called Annual Meeting on December 5, 2019, as required by paragraph 11.01 of the preceding and now superseded Bylaws.

ARTICLE I. NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is "Fairway Hills Estates Homeowners Association, Inc."

1.02 Principal Office. The principal office of the Association shall be at the office of the Association's current Registered Agent, as filed from time to time with the Utah Department of Commerce. Provided, however, if at any time the Association does not have a current Registered Agent, the principal office of the Association shall be the office of the then President of Association in Park City, Utah.

ARTICLE II. DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions for Fairway Hills Estates Subdivision, Park City, Utah dated July 1991, as amended and existing as of the date of this instrument, hereinafter referred to as the "Declaration" shall have such defined meanings when used in these Bylaws. The Lots in the Fairway Hills Estates Subdivision that are governed by the Declaration and whose Owners are Members of the Association are more particularly defined at Exhibit A attached hereto.

ARTICLE III. MEMBERS AND MEETINGS OF THE ASSOCIATION

3.01 Annual Meetings. Each Owner shall be a Member of the Association. The annual meeting of Members shall be held on the first Thursday of December each year for the purpose of electing members of the Board of Trustees (collectively, the "Board" or "Trustees") and transacting such other business as may properly come before the meeting. The Board may from time to time by resolution change the date for the annual meeting of the Members upon at least thirty (30) days but not more than sixty (60) days prior notice to the Members. If the election of members of the Board is not held during the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election

to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient.

3.02 Special Meetings. Special meetings of the Members may be called by the Board of Trustees, by the President, or upon the written request of Members holding not less than thirty-three percent (33%) of the votes Members are entitled to vote, with such written request to state the purpose or purposes of the meeting and such written request to be delivered to the Board and to the Members in the notice of the special meeting. No business may be conducted at a special meeting without a full quorum of the Owners of 51% of the Lots being present either in person or by written proxy.

3.03 Place of Meetings. In the notice of the meeting, the Board may designate any place in Summit County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members entitled to vote may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than thirty (30) days prior to the meeting, to each Member of record entitled to vote at such meeting. Notice may be delivered in accordance with Article X.

3.05 Members of Record. Promptly after obtaining title to a Lot in the Subdivision or entering into a contract for a deed as the buyer, such Owner shall promptly furnish contact and ownership information to the Association, including the names of all Owners. Membership in the Association is deemed to be an appurtenance to the Lot and is transferrable only in conjunction with a transfer of the title to the Lot. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than sixty (60) nor less than thirty (30) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is delivered shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of a Lot in the Subdivision shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members. An Owner shall not otherwise have the right to resign as a Member. Any resignation shall not relieve such Owner of any obligation or commitment to the Association that occurred prior to such resignation.

3.06 Quorum. At any regular meeting of the Members, the presence of at least 51% of the Members in person or by written proxy shall be required to establish a quorum for the transaction of business. Once a Member is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, the Member is considered present for quorum purposes: (a) for the remainder of the meeting; and (b) for any adjournment of that meeting, unless: (i) otherwise provided in these Bylaws or (ii) a new record date is or shall be set for that adjourned meeting. In the event a quorum is not established at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later time or date within thirty (30) days. Notice of the new time or date for the adjourned meeting shall be sent to the Members not less than ten (10) days prior to the adjourned meeting. At the reconvened meeting, the Members present in person or by proxy shall constitute a quorum for the transaction of business even if less than 51%; provided however, in case of a special meeting, the provisions of Section 3.02 continue to apply for the transacting of any business and, in the case of any proposed amendment or change to the Bylaws or Articles of Incorporation, a copy of which is attached hereto as Exhibit B and incorporated by reference, whether at any regular, special or adjourned meeting, such proposed action must have an affirmative vote of 51% of the Members in person or by written proxy.

3.07 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed in writing by the Member or by his or her attorney-in-fact. If a Lot has multiple owners, the instrument authorizing a proxy to act must have been executed in writing by at least one of the Owners of such Lot or their attorney-in-fact. A valid written proxy shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting and shall apply to any adjournment of such meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one vote for each Lot owned and the total number of votes for any particular matter shall not exceed the total number of Lots in the Subdivision. In the event that a Lot is held in trust or by an entity, the trustee(s) or duly authorized officer, director, member or partner of the entity may cast the vote(s) appertaining to the Lot. In case of any Lot owned by the Association, the Board shall act collectively and shall have the right to designate an officer of the Board to cast the vote with respect to such Lot. In the case of any Reserved Open Space owned by the Association, the same shall not be deemed to constitute a Lot. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. If a Lot has multiple owners, or is held in trust with multiple trustees, all or any

of the multiple owners or trustees thereof may attend each meeting of the Members, but such multiple owners or trustees must act unanimously to cast the vote relating to their Lot. If only one of the multiple Members with an ownership interest in a Lot is present at the meeting, the other Members with an ownership interest shall be deemed to have consented to that Member voting the interest of that Lot unless a contrary proxy was duly submitted. In the event that the multiple Members with an ownership interest in the Lot are not able to agree on how to cast the vote, no vote will be received for that Lot.

3.09 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings, and in the manner of voting, form of proxies, or method of ascertaining the Lots represented at the meeting by the Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action so taken, are individually signed and dated by Members holding not less than the minimum number of votes that would be necessary to authorize or take the actions at a meeting at which all Members entitled to vote on the action were present and voted. All written consents shall be delivered to the Board within sixty (60) days after the first consent is signed and dated or the action shall be of no effect. If consents of less than all the Members are obtained, written notice of the action conforming to Utah law shall be provided to all Members from whom consents were not obtained at least ten (10) days before the action occurs or takes effect. Members of the Board must be elected at a meeting of the Members and may not be elected via written consents of the Members.

ARTICLE IV. BOARD OF TRUSTEES

4.01 Number of Board Members and Eligibility. The Association shall be governed by a Board of Trustees, each of whom shall be a natural person. The Board shall consist of five (5) Trustees. Any Member not delinquent in payment of assessments or fines of the Association may run for election to the Board, provided he or she is nominated by at least two (2) other Members of the Association. If the Owner of a Lot is not an individual, then any officer, director or trustee of such Owner shall be eligible to serve as a Board member, but no Lot may have more than one such representative on the Board at one time. If at any time a Trustee ceases to be an Owner of a Lot, such Trustee shall be deemed to have resigned and the position shall be governed by Section 4.11.

4.02 Election of Board of Trustees. An election for Trustees shall be held each year at the Annual Meeting of the Association or at a special meeting of the Members called for such purpose (a "Special Election Meeting"). Nominations for Trustee may be submitted to the current Board in writing no earlier than thirty (30) days before the Annual Meeting or Special Election Meeting; nominations may also be submitted at the Annual Meeting or Special Election Meeting prior to the election taking place. In the case of more than one nominee to any Trustee position, the nominee who receives the highest

number of votes in the election shall be elected. In the event of a tie-vote, a re-vote (or re-votes) shall be taken until a tie-vote no longer exists. If a tie-vote still remains after three (3) re-votes, the current Board shall determine who shall serve in the position and shall announce its decision either at the Annual Meeting or Special Election Meeting or at a reasonable time (not to exceed ten (10) days) thereafter. In the election of Trustees, cumulative voting shall be permitted.

4.03 Terms of Board of Trustees. Unless a Trustee is otherwise incapacitated, disqualified, dies, resigns, is removed or is not re-elected at the Annual Meeting, each Trustee shall serve a term of three (3) years. Provided, however, such Board shall have staggered terms based on the terms of the Trustees existing as of the date hereof (two of which were elected for a term of three years, two of which were elected to a term of two years, and one of which was elected for a term of one year). The Secretary of the Association shall maintain a record of the terms and expiration dates for all Trustees and shall report the respective terms of each of the Trustees at the Annual Meeting.

4.04 Powers and Responsibilities. The Board shall have the authority to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Declaration, other governing documents, and as provided by law. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and authority as are properly delegable. Any management agreement must for a term not exceeding one (1) year and be terminable without cause upon thirty (30) days' notice. The Board's responsibilities shall include, but shall not be limited to, the following:

- (a) Preparing and administering an annual budget;
- (b) Establishing and administering an adequate reserve fund and provide information regarding the same as required by Utah law;
- (c) Scheduling and conducting the Annual Meeting and other meetings of the Members;
- (d) Collecting and enforcing assessments and fines assessed by the Association in accordance with any warning and notice requirements of Utah law;
- (e) Accounting functions, banking functions, and maintaining records;
- (f) Enforcement of the Association governing documents, including the Declaration and Bylaws;
- (g) Maintenance of the Reserved Open Spaces and any Lot owned by the Association;

(h) Subject to Section 7.05, obtaining and carrying appropriate property and liability insurance, directors' and officers' and fidelity bonds, as provided in the Declaration or as required by Utah law;

(i) Paying the cost of all services rendered to the Association;

(j) All the other duties imposed upon the Board pursuant to the Declaration and other governing documents, including enforcement thereof, and all duties and filing requirements imposed or permitted by applicable Utah law.

Nothing in the foregoing shall be deemed to waive the right of any Owner to individually enforce the Declaration.

4.05 Quorum and Manner of Acting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. Each Trustee shall have one (1) vote on any matter properly coming before the Board that requires a vote. The act of a majority of the Trustees present at any meeting at which a quorum has been established shall be the act of the Board. The Trustees shall act only as a Board, and individual Trustee shall have no powers as such.

4.06 Meetings. The Board shall hold an organizational meeting within ten (10) days following each Annual Meeting or Special Election Meeting at such time and place as the Board may determine. Thereafter, the Board shall hold regular meetings at such time and place as the Board may determine, but the Board shall meet at least four (4) times during each fiscal year with at least one (1) meeting per quarter. Special meetings shall be held when called by notice as provided in 10.02 signed by the President or any two (2) Trustees.

4.07 Notice and Waiver of Notice. Notices of Board meetings, other than regular meetings, shall be sent to each Trustee and shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. However, transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting the Trustee not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.08 Open Meetings: Executive Session. Except for meetings for an emergency where the Trustees have less than seventy-two (72) hours notice, and subject to the provisions of 4.12 and the provisions contained in this section, all Board meetings shall be open to all Members, and all Members shall be provided with a reasonable opportunity to

offer comments, but the Board may limit comments to a specific time period during the meeting. Notwithstanding the provisions above, the Board may adjourn any Board meeting and reconvene in an executive session and may exclude persons other than Trustees for consideration of one or more of the following topics: (i) employment or personnel matters for employees of the Board or Association, including, without limitation, financial, social security members or health-related; (ii) legal advice from an attorney for the Board or the Association; (iii) pending or contemplated litigation; (iv) pending or contemplated matters relating to enforcement of the Association's documents or rules, including, without limitation, a fine or assessment, (v) any contract negotiations or, bid or proposal review, and/or (vi) discussion relating to an individual that may cause undue embarrassment or violates reasonable expectations of privacy.

4.09 Compensation. No Trustee shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for any services that he or she may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of his or her duties as a Trustee to the extent such expenses are approved by a majority of the disinterested Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Trustee which has been previously approved by a majority of the disinterested Board.

4.10 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the remaining Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by an election at any Annual Meeting of the Members, or at any special meeting called for that purpose by the affirmative vote of at least sixty percent (60%) of those Members present, either in person or by proxy, at a special meeting of the Members duly called for such purpose, provided that a quorum is present at the meeting.

4.11 Vacancies. If a vacancy occurs in the Board by reason of the death, incapacity, resignation or disqualification of a Trustee, the remaining Trustees shall continue to act, and such vacancies shall be filled by a vote of the majority of the remaining Trustees, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancy in the Board occurring by reason of removal of a Trustee by the Members may be filled by election at the meeting at which such Trustee is removed. Any Trustee elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor.

4.12 Informal Action by Board of Trustees. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Trustees.

ARTICLE V. OFFICERS

5.01 Officers. The officers of the Association shall be a President, Vice President, and Secretary/Treasurer. Officers of the Association shall be elected by the Trustees at the organizational meeting of the Board.

5.02 Tenure and Qualifications. Each officer shall hold his or her office until his or her successor shall have been elected and qualified, or until his or her death, or until his or her resignation, disqualification, incapacity or removal in the manner provided in these Bylaws, or under Utah law whichever first occurs. The President, Vice President, and Secretary/Treasurer shall be and remain Trustees during the entire term of their respective offices.

5.03 The President. The President shall preside at meetings of the Board and at meetings of the Members. He or she shall sign on behalf of the Association all conveyances, and other official documents and contracts of the Association and shall do and perform all other duties and responsibilities that may be required of him or her and shall carry out such other duties as designated from time to time by the Board or these Bylaws.

5.04 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her and shall carry out such other duties as designated from time to time by the Board or these Bylaws.

5.05 The Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as the law, these Bylaws, the Declaration, or any resolution of the Board may require him or her to keep. He or she shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members or at a meeting of the Board. He or she shall perform such other duties as may be required of him or her and shall carry out such other duties as designated from time to time by the Board or these Bylaws.

ARTICLE VI. COMMITTEES

6.01 Designation of Committees. The Board shall designate and maintain an Architectural Committee as required by Article III of the Declaration. The Board may from time to time designate other committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such other committee designated hereunder shall be comprised of Members and shall include at least one (1) Trustee. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her

duties as a committee member to the extent that such expenses are approved by a majority of the disinterested Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member, which have been approved by a majority of disinterested Trustees. The Board shall have the right at any time to terminate any such other committee (other than the Architectural Committee).

6.02 Proceedings of Committees. Each such other committee designated by the Board of may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such other committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.03 Quorum and Manner of Acting. At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such. Any meeting of a committee, including the Architectural Committee, may be attended by conference telephone or other means of electronic communication so long as all participants may hear same.

6.04 Resignation and Removal. Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE VII. INDEMNIFICATION

7.01 Indemnification: To the fullest extent permitted by and provided by Utah law, 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, suit, or proceeding, whether civil, criminal, administrative, or investigative, including, without limitation, an action by or in the right of the Association, by reason of the fact that he or she is, or was, a Trustee, or is, or was, serving at the request of the Association as a committee member against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding,

provided that he or she acted in good faith and in a manner he or she 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 or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or 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 or she 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 reasonable cause to believe that his or her conduct was unlawful.

7.02 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Section 7.01 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7.01 hereof and under applicable Utah law. Such determination shall be made either (i) by the Board by a majority vote of disinterested Trustees or (ii) by independent legal counsel to the Association in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

7.03 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise and the procedures of applicable Utah law have been met.

7.04 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested Members or Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.05 Insurance. The Association shall purchase and maintain property, liability and directors and officers insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration. Notwithstanding the foregoing or any other provisions, each Owner shall be solely responsible for purchasing and maintaining any property, liability or other insurance with respect to any Lot of such Owner.

7.06 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Association.

ARTICLE VIII. FISCAL YEAR AND ACCOUNTING

8.01 Fiscal Year. The fiscal year of the Association shall be the calendar year unless a different fiscal year is otherwise determined by the Board.

8.02 Accounting. The books and accounts of the Association shall be generally kept in accordance with generally accepted accounting procedures taking into account the nature of the Association under the direction of the Secretary/Treasurer. The books and accounts shall be available for inspection at the office of the Association by any Member or a Member's authorized representative during regular business hours, as is required by then applicable law.

ARTICLE IX. RULES AND REGULATIONS

9.01 Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the Subdivision to the extent that such rules and regulations are substantially in furtherance of the purposes of the Association as set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

ARTICLE X. MISCELLANEOUS

10.01 Notices to Association and Board. All notices to the Association or the Board shall be sent to the President, the Secretary and in care of the Registered Agent as registered with the Utah Department of Commerce, or, if there is no Registered Agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

10.02 Notices to Owners.

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the Owners or Members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. A Member or Owner may require the Association, by written demand, to provide notice to the Member by mail. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member or Owner at such Member or Owner's address as then on file with the Association, or as otherwise shown on the Summit County Parcel Reference Map for the Subdivision, with first-class postage prepaid. Each Member or Owner shall register with the Association such Member's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Multiple-Owners. If a Lot is owned by multiple owners, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the address shown on the Summit County Parcel Reference Map for the Subdivision shall be sufficient.

10.03 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Member if the Board does so in good faith and has no reason to believe it is not the act of the Member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

10.04 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

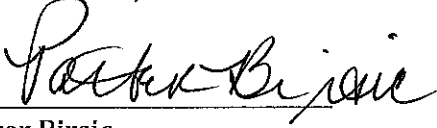
10.05 Invalidity: Number: Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.06 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI. AMENDMENTS

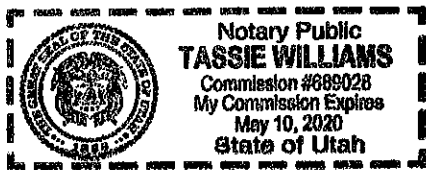
11.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration, these Bylaws may be amended, altered, or repealed by the vote of a majority of the Members of the Association who are present, either in person or by proxy, at any Annual Meeting of the Association or at a special meeting of the Association called for that purpose, provided a quorum of at least fifty-one percent (51%) of the Members is present at such meeting.

FAIRWAY HILLS ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: 
Patter Birsic
Its: President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 13th day of January, 2020, personally appeared before me Patter Birsic, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and who did say that she is the President of the Fairway Hills Estates Homeowners Association, Inc., and that the foregoing instrument was approved by sixty-six percent (66%) of the Owners in the Association signed on behalf of said Corporation by authority of its Bylaws and acknowledged to me that said she executed the same.




NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

FAIRWAY HILLS SUBDIVISION

Legal Description: LOTS FHE-1 through FHE-34 and LOT FHE-REC-X FAIRWAY HILLS ESTATES PHASE I SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT #s: FHE-1 through FHE-34
FHE-REC-X

FAIRWAY HILLS SUBDIVISION 2

Legal Description: LOTS FHE-II-35 through FHE-II-54, LOTS FHE-II-57 through FHE-II-61, LOTS FHE-II-65 through FHE-II-87, LOTS FHE-II-ROSP-1 through FHE-II-ROSP-3 AND LOT FHE-II-ROSP-4-X FAIRWAY HILLS ESTATES PHASE II; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT #s: FHE-II-35 through FHE-II-54
FHE-II-57 through FHE-II-61
FHE-II-65 through FHE-II-87
FHE-II-ROSP-1 through FHE-II-ROSP-3
FHE -JI-ROSP-4 -X

WILKINSON SUBDIVISION

Legal Description: LOTS WIL K-55-A AND WILK-56-A WILKINSON REPLAT SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT #s: WILK-55-A and WILK-56-A

NEUMEISTER SUBDIVISION

Legal Description: LOTS NJ-1 AND NJ-2 NEUMEISTER-JENKINS REPLAT SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT FILED IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT #s: NJ-1 and NJ-2

EXHIBIT B

**FAIRWAY HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.
ARTICLES OF INCORPORATION**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
FAIRWAY HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Corporation**

These Amended and Restated Articles of Incorporation for Fairway Hills Estates Homeowners Association, Inc. (the "Articles") are made and executed this ___ day of January, 2020 by Fairway Hills Estates Homeowners Association, Inc., a Utah Non-Profit Corporation (the "Corporation"), and are governed by the Utah Revised Nonprofit Corporation Act Utah Code Annotated 16-6a-101 et seq. (the "Act"). These Articles amend, restate and will supersede the original articles of incorporation dated December 10, 1991 filed with the Utah Department of Commerce, Division of Corporations and Commercial (the "Division") following approval by sixty-six percent (66%) of the Members at a duly called Annual Meeting on December 5, 2019 as required by paragraph 14 of the preceding and now superseded Articles.

**ARTICLE I.
NAME**

The name of the Corporation is Fairway Hills Estates Homeowners Association, Inc.

**ARTICLE II.
DURATION**

The duration of the Corporation shall be perpetual, unless dissolved by the action of the members of the Corporation or by operation of law.

**ARTICLE III.
PURPOSE**

The purposes of the Corporation are to function as the homeowners association for the Fairway Hills Estates Subdivision in Park City, Summit County, Utah (the "Subdivision"), and to enforce the Declaration of Covenants, Conditions and Restrictions (the "Declaration") on the lots within the Subdivision as set forth in the Declaration, and to provide the other services, and perform all of the other functions set forth in the Declaration and as may become desirable or necessary for the benefit of the members, specifically including but not limited to maintaining, repairing and restoring the Reserved Open Space; collecting and disbursing the assessments and charges provided for in the Declaration; collecting, maintaining and disbursing any reserve funds. The Corporation shall have all powers, rights and privileges available to non-profit corporations under the laws of the State of Utah.

**ARTICLE IV.
MEMBERSHIP**

1. Membership. The Members of the Corporation shall be the Owners of Lots in the Subdivision. Membership shall be deemed an appurtenance to the Lot and shall pass automatically to the Owner of that Lot upon the conveyance of title and as otherwise provided in the Declaration and the Bylaws. Membership is further defined in the Bylaws.
2. Evidence of Membership. The Corporation shall not have stock or issue shares.
3. Voting Rights. In the manner set forth in the Bylaws, each Lot is entitled to one vote on all matters presented to the Members for approval. In the election of Trustees, cumulative voting shall be permitted.

**ARTICLE V.
REGISTERED AGENT AND PRINCIPAL OFFICE**

1. Registered Agent. The Corporation's registered agent may be a trustee, officer, property manager, accountant or legal counsel or other commercial or non-commercial agent of the Corporation and shall be confirmed annually in the Corporation's annual report to the Division. If the registered agent has resigned, the agent's authority has been terminated, or the agent cannot be found or served with the exercise of reasonable diligence, the Corporation may be served with process at the Corporation's Principal Office in accordance with the provisions herein and of the Model Registered Agent Act, Utah Code Annotated Section 16-17-301, et seq., as amended.
2. Principal Place of Business. The principal place of business of the Corporation, shall be the address on associated with the Registered Agent on file with the Division.

**ARTICLE VI.
BYLAWS**

The Bylaws have been adopted by the Members and may be adopted, amended or repealed by the votes of the Members as provided in the Bylaws.

**ARTICLE VII.
BOARD OF TRUSTEES**

The Corporation shall be governed by a Board of Trustees consisting of five (5) Members. The Bylaws of the Corporation shall govern the eligibility requirements for Board members and election procedures.

**ARTICLE VIII.
ANNUAL MEETING**

The annual meeting of Members will be held on the first Thursday of December each year or at such other day as the Board may from time to time change by resolution in accordance with the Bylaws.

**ARTICLE IX.
LIMITATION OF LIABILITY**

The Officers, Trustees, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation and shall have the benefit of the indemnities as provided in the Bylaws and to the fullest extent under the Act.

**ARTICLE X.
AMENDMENT**

These Articles may be amended from time to time by the vote of a majority of the Members of the Association who are present in person or by proxy at any Annual Meeting of the Association or at a special meeting of the Association called for that purpose, provided a quorum of the Members of at least fifty-one percent (51%) as described in the Bylaws is present at such meeting and as permitted by law.

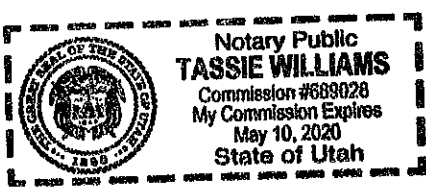
IN WITNESS WHEREOF, the undersigned has executed and verified these Amended and Restated Articles of Incorporation on the above-referenced Effective Date.

FAIRWAY HILLS ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: *Patter Birsic*
Patter Birsic
Its: President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 13th day of January, 2020, personally appeared Patter Birsic, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and who did say that she is the President of the Fairway Hills Estates Homeowners Association, Inc., and that the foregoing instrument was signed on behalf of said Corporation by authority of its Bylaws and acknowledged to me that said she executed the same.



Tassie Williams
NOTARY PUBLIC

AMENDED & RESTATED ARTICLES OF INCORPORATION
FAIRWAY HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.