

AMENDED AND RESTATED BYLAWS OF
PINEBROOK HOMEOWNERS' ASSOCIATION

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AMENDED AND RESTATED BYLAWS OF
PINEBROOK HOMEOWNERS' ASSOCIATION

ARTICLE I
LEGAL AUTHORITY

These Amended and Restated Bylaws (the "Bylaws"), of Pinebrook Homeowners' Association (the "Association"), are promulgated pursuant to and in conformance with the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §16-6a-101 et seq., (2000) (the "Act"), and pursuant to authority granted to the Board as set forth the Association's Articles of Incorporation.

ARTICLE II
PRINCIPAL OFFICE AND AGENT

Section 2.1 Principal Office: The principal office of the Association is at the offices of the Gorgoza Mutual Water Company, 7950 Pinebrook Road, Park City, Utah 84098.

Section 2.2 Registered Agent: The registered agent of the Association is Paula Etherington, whose address is 7359 North Tall Oaks Drive, Park City, Utah 84098.

ARTICLE III
BOOKS AND RECORDS

Section 3. I. Books and Records. The Association shall keep as permanent records, at its principal office, the following books, records and documents:

- (a) its Articles of Incorporation;
- (b) its Bylaws;
- (c) resolutions adopted by its Board;
- (d) the minutes of all members' meetings, for a period of three years;
- (e) records of all action taken by members without a meeting, for a period of three Years;
- (F) all written communications to members generally, for a period of three years;
- (g) a list of the names and business or home addresses of its current directors and officers;
- (h) a copy of its most recent annual report delivered to the Division of Corporations;
- (i) all financial statements prepared for periods ending during the last three years;
- (J) minutes of all meetings of the Board;
- (k) a record of all actions taken by the Board without a meeting;
- (l) a record of all actions taken by a committee of the Board on behalf of the Association;
- (m) a record of all waivers of notices of meetings of members, the Board or any committee;
- (n) a record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order, showing the number of votes each member is entitled to cast;

- (o) membership transfer books and records; and
- (p) appropriate accounting records.

Section 3.2. Inspection of Records. A director or member is entitled to inspect and copy any of the records of the Association during regular business hours, at the Association's principal office, so long as the director or member gives the Association written demand, at least five business days before the date on which the director or member wishes to inspect and copy the records. A director or member may inspect and copy the records if the demand is made in good faith, for a proper purpose, the director or member describes with reasonable particularity the purpose and the records the director or member desires to inspect, and the records are directly connected with the described purpose.

Section 3.3 Financial Statements: Upon the written request of any member of the Association, the Association shall mail to such member its most recent financial statements showing in reasonable detail its assets and liabilities and the results of its operation, unless the member has already received the same. Neither the Association nor any director, officer, employee or agent of the Association shall be liable to the member or anyone to whom the member discloses the financial statement or any information contained therein for any error or omission therein, whether caused without fault, by negligence or by gross negligence, unless (1) the error or omission is material, (2) the director, officer, employee or agent in question knew of the error or omission and intended for the member or other person to rely thereon to his detriment, (3) the member or other persons did reasonably rely thereon, and, in addition, (4) he is otherwise liable under applicable law.

ARTICLE IV MEMBERSHIP

Section 4.1. Membership Voting. Every person or entity who is a record owner of a fee or undivided interest in any lot which is subject by covenants of record to assessment pursuant to the Declaration of Covenants, Conditions and Restrictions for Pinebrook Subdivisions, Summit County, Utah, dated September 9, 1977, recorded in the office of the Summit County Recorder at Book No. M1 02, pages 118-134, Entry No. 141275, as supplemented, amended or rerecorded (the "CCRs"), shall be a member of the Association. Ownership of such lot shall be the sole qualification for membership. There shall be more than one membership for each lot owned.

(a) Classes of Membership. The Association shall have one class of voting memberships, denominated as Class A. Class A members shall be every person or entity who is a record owner of a fee or undivided interest in any lot which is subject by covenants of record to assessment pursuant to the CCRS. References to the Declarant in the CCRs no longer apply in the Pinebrook Estates subdivisions. Membership in the Association shall be by book-entry.

Section 4.1

(b) Voting Rights of Members. Each Class A membership that is not delinquent in the payment of all regular assessments shall be entitled to one (1) vote on each matter submitted to vote at a meeting of members, except to the extent that the voting rights of a member are limited or denied by the CCRs.

(1) If More than One Owner. When more than one person holds such interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised as the members owning such lot shall among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In other words, each lot shall represent one (1) membership.

(2) Voting of Memberships by Fiduciaries.

(A) Memberships held by an administrator, executor, guardian, or conservator may be voted by him either in person or by proxy without a transfer of such membership into his name.

(B) Memberships standing in the name of a trustee may be voted by him either in person or by proxy but no trustee shall be entitled to vote memberships held by him without a transfer of such membership into his name.

(c) Memberships standing in the name of a receiver may be voted by such receiver, and memberships held by, or under the control of a receiver, may be voted by such receiver without the transfer thereof into his name, if authorization to do so is contained in an appropriate order of the court by which such receiver was appointed.

(D) A member whose membership is pledged shall be entitled to vote such membership until the membership shall have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the membership so transferred.

(E) Memberships belonging to the Association or held by it in a fiduciary capacity, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding memberships at any given time.

Section 4.2. Memberships Appurtenant. Memberships shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment, by the Association.

Section 4.3 Transfers of Memberships. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the membership books of the Association.

Section 4.4. Leased Memberships. Memberships in the Association may be leased by any member to any lessee of the lot to which the membership is appurtenant. No membership shall be leased for use on any other lot or property without the express written approval of the Board. All voting rights with respect to any leased memberships in the Association shall be exercised by the lessee of said membership. The lessee of any membership of the Association shall be subject to and agree to abide by these Bylaws and all lawful rules and regulations of the Association.

Section 4.5 Rules. The Board shall have power and authority to make all such rules and regulations as it may deem expedient concerning the transfer and registration of memberships in the Association not inconsistent with the laws of the State of Utah, the Articles of Incorporation and these Bylaws.

ARTICLE V MEETINGS OF MEMBERS

Section 5.1 Place of Meetings: All meetings of the members, annual or special, however called, shall be held at the principal office of the Association unless the Board designates another place for any meeting, either within or without the State of Utah.

Section 5.2 Annual Meetings: An annual meeting of the members of the Association shall be held at such time and on such date as shall be stated in or fixed in accordance with a resolution of the Board. The failure to hold an annual or regular meeting at the time and date determined shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 5.3 Special Meetings: Special meetings of the members may be called by the president, or by the Board, or by the holders of memberships representing not less than one-third (1/3) of the total votes entitled to be cast at the meeting.

Section 5.4 Notice of Members' Meetings: Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, specifically including, without limitation, a description of any matter or matters that must be approved by the members, or for which members' approval is sought with respect to amendments to the articles of incorporation and bylaws, plan of merger, sales of property other than in the regular course of activities and dissolution by the Board and the members. Notice shall be delivered not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the membership transfer books of the Association with postage thereon prepaid.

Section 5.5 Waiver of Notice: Any member may waive notice of any meeting of members (however called or noticed, whether or not called or noticed and whether before, during or after the meeting) by signing a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. Attendance at a meeting, in person or by proxy, shall constitute waiver of all defects of call or notice, regardless of whether waiver, consent or approval is signed or any objections are made. All such waivers, consents or approvals shall be made a part of the minutes of the meeting.

Section 5.6 Fixing Record Date for Meetings: The membership transfer books of the Association shall not be closed for the purpose of determining members entitled to notice or to vote at a meeting of the members but, in lieu thereof, the date on which notice is given in accordance with Section 5.4 above shall be the record date for those purposes. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of the meeting. When a determination of members entitled to vote at any meeting of members has been made under this section, such determination shall apply to any adjournment thereof.

Section 5.7 Voting List: The officer or agent having charge of the membership transfer books for ownership units or memberships of the Association shall make a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of memberships held by each, which 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, for any purpose germane to the meeting, during the whole time of the meeting. The original membership transfer books and assessment accounts shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at any meeting of members. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 5.8 Quorum; Act of the Members: Unless a greater number of memberships is required under another section of these Bylaws or under the Association's Articles of Incorporation or under the Act, the memberships present in person or by proxy that are entitled to vote shall constitute a quorum at any meeting of members. The vote of a majority of the votes entitled to be cast by the memberships present or represented by proxy at a meeting where a quorum is present shall be the act of the members, unless a greater proportion is required by the Act or by the Articles of Incorporation.

Section 5.9 Proxies: A member entitled to voted may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy specifically providing a longer length of time for which the proxy is to continue in force, which in no case shall exceed seven (7) years from the date of execution. Any member giving a written consent, or his proxy, or his transferee or personal representative, or their respective proxies, may revoke the same prior to the time

that written consents of the number of memberships required to authorize the proposed action have been filed with the secretary of the Association, but may not do so thereafter.

Section 5. IO Adjournments: Any members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at such meeting, the holders of which are either present in person or represented by proxy thereat, but, except as provided in Section 5.8 herein, in the absence of a quorum no other business may be transacted at such meeting. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original special meeting. Save, as aforesaid, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken.

Section 5.11 Meetings by Telecommunication. Any member entitled to vote may participate in an annual, regular, or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted hereunder is considered to be present in person at the meeting.

ARTICLE VI BOARD OF DIRECTORS

Section 6.1 Number, Term: All corporate powers shall be exercised and the business and affairs of the Association shall be managed by the governing board (the "Board"), consisting of seven (7) directors, each of whom shall be elected for a term of two (2) years and shall hold office until their successors are elected and qualified as set forth in the Articles of Incorporation and these Bylaws. Terms of office of the directors shall be staggered so that the terms of three of the directors end in one year and four the next. The term of each director shall begin immediately on his election and shall continue until the date set under these Bylaws for the next annual meeting of the members.

Section 6.2 General Powers: In addition to the powers and authorities by these Bylaws and the Articles of Incorporation expressly conferred upon it, the Board may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the members. Without limiting the general powers of the Board to exercise control of the Association set forth above, the Board may, among other things: (i) buy, sell, exchange, or dispose of the real and personal property of the Association as may be deemed necessary; however, no sale, exchange or lease of real estate shall be valid until approved by the members at a regular or a special meeting of the members called for that purpose; (ii) regulate the transfer of Association memberships; (iii) prescribe the duties of its officers, agents, and employees, and fill all vacancies in the Board caused by death, resignation or otherwise; (iv) levy assessments on all memberships in the Association and enforce and collect these assessments; (vii) employ engineers, attorneys, superintendents, and other subordinate officers, agents and laborers

as in their judgment the business of the Association may require, prescribe their duties, and provide for their compensation; and (vi) to make resolutions not inconsistent with the Articles of Incorporation or the laws of the State of Utah, for the administration and regulation of affairs of the Association; and (vi) to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized so long as such actions are not inconsistent with law or the Association's Articles of Incorporation or these Bylaws.

Section 6.3 Qualifications: Directors shall be natural persons of 18 years of age or older, be members of the Association, and shall have Pinebrook Estates subdivisions as their permanent residence. With regard to corporations or other business entities which own memberships in the Association, one natural person who is an officer, director, manager or partner of any such member, who is designated in writing by said member as the corporate or business representative of said member, shall be eligible to serve as a director on the Board.

Section 6.4 Compensation: Members of the Board shall not be compensated, except that directors shall have their annual assessments (but not special assessments) waived during their term of office.

Section 6.5 Election of Directors: At each election of directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes which he is entitled to cast, according to his class membership, for as many persons as there are directors to be elected and for whose election he has a right to vote. The candidates receiving the highest number of votes up to the number of directors to be elected shall be declared elected. Elections for directors shall be by written ballot.

Section 6.6 Vacancies: A vacancy or vacancies in the Board shall exist in case of the death, resignation or removal of any directors, or if the authorized number of directors is increased, or if the members fail, or any annual or special meeting at which any director is elected, to elect the full authorized number of directors to be voted for at that meeting. Also, the Board may declare vacant the office of a director if he is found to be of unsound mind by an order of a court of competent jurisdiction or convicted of a felony or misdemeanor involving moral turpitude or if, within sixty (60) days after notice of his election, he does not accept the office either in writing or by attending a meeting of the Board. Any vacancy occurring may be filled by the affirmative vote of a majority of the remaining directors (or a sole remaining director) although less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or if there was no predecessor, until the date set under these Bylaws for the next annual meeting and until his successor is elected. Any vacancy created by reason of the removal of one or more directors by the members may be filled by election of the members at the meeting at which the director or directors are removed.

Section 6.7 Removal: At a meeting expressly called for that purpose, one or more directors may be removed by a vote of a majority of the votes entitled to be cast at an election of directors, represented in person or by proxy.

Section 6.8 Regular Meetings: A regular meeting of the Board shall be held without other notice than this Bylaw on the first Thursday of every month unless that day is a holiday, in which event the meeting shall be held on the second Thursday of that month. Regular meetings shall be held at the offices of Gorgoza Water Company, 7950 North Pinebrook Road, Park City, Utah 94098 at 7:00 p.m. If the Gorgoza Water Company offices are not available for a regular meeting, the meeting will be held elsewhere in the Pinebrook Estates subdivisions, and notice of the location of the meeting shall be posted on the front door of the Gorgoza Water Company office.

Section 6.9 Special Meetings: Special meetings of the Board may be called by or at the request of the president or any four directors. The person or persons authorized to call special meetings of the Board may fix any time and place within Summit County, Utah, as the place for holding any special meeting of the Board called by them.

Section 6.1 0 Notice of Special Meetings: Notice of any special meeting shall be given at least three (3) days previously thereto either personally, by mail at his home or business address, by facsimile transmission, or by e-mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If by facsimile or e-mail, notice shall be deemed to be delivered when faxed or e-mailed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting. At any meeting at which every director shall be present, even through without any notice, any business may be transacted.

Section 6.1 1 Action Without a Meeting.

(a) Any action required or permitted to be taken at a Board meeting may be taken without a meeting if each and every director in writing either:

(1) votes for the action; or

(2) votes against the action or abstains from voting; and waives the right to demand that action not be taken without a meeting.

(b) Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the directors then in office were present and voted.

(c) An action taken pursuant to this Section 6.1 1 is not effective unless the Association receives a written document satisfying the requirements of subsection (1) of this Section 6.1 1, signed by all directors, and which is not revoked pursuant to subsection d. of this Section 6.1 1. The writing may be received by electronically transmitted facsimile or other form of wire or wireless communication providing the Association with a complete copy of the document, including a copy of the signature on the document. A director's right to demand that action not be taken without a meeting shall be considered to have

been waived if the association receives a writing satisfying the requirements of this subsection c. of this Section that has been signed by the director and not revoked pursuant to subsection d. of this Section 6.1 1. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing the action taken set forth a different effective date.

(d) If the writing is received by the Association before the last writing necessary to effect the action is received by the Association, any director who has signed a writing pursuant to this Section 6.1 1 may revoke the writing by a writing signed and dated by the director describing the action and stating that the director's prior vote with respect to the writing is revoked.

(e) Action taken pursuant to this Section 6.1 1 has the same effect as action taken at a meeting of directors and may be described as an action taken at a meeting of directors in any document.

Section 6.12 Telephone Conference Participation. Any meeting may be held by conference telephone or similar communications equipment as long as all Board members participating in the meeting can hear one another, and any such participation shall constitute presence in person at the meeting.

Section 6.13 Quorum and Voting: At any meeting of the Board, a majority of the directors in office immediately prior the beginning of the meeting shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Each director shall be entitled to one (1) vote on all matters brought before the Board.

Section 6.14 Manner of Acting: If a quorum is present when the vote is taken, the affirmative vote of the majority of the directors present at a meeting shall be the act of the Board. For the purpose of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a director may be considered present at a meeting and to vote if the director has granted a signed written proxy to another director who is present and which authorizes the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of one or more directors, if any action taken is approved by at least a majority of the required quorum for the meeting

Section 6.15 Waiver of Notice; Presumption of Assent: Any director may waive notice of any meeting. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and after objecting,

the director does not vote for or assent to action taken at the meeting; or if special notice was required of a particular purpose the director objects to transacting business with respect to the purpose for which the special notice was required; and after objecting, the director does not vote for or assent to action taken at the meeting with respect to the purpose.

Section 6.16 Committees: The Board by resolution adopted by the majority of the number of directors fixed by the Bylaws may designate a committee or committees consisting of not less than two directors, which committee or committees, to the extent provided in such resolution, shall have and may exercise all the authority therein provided; but the designation of such committee or committees and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed upon it or him by law.

ARTICLE VII OFFICERS

Section 7.1 Number, Election and Term of Office: The officers of the Association shall consist of a president, a vice president, a secretary, a treasurer, and a Pinebrook Master Association Delegate. Each of the president, vice president, secretary and treasurer shall be elected from among the members of the Board for a term of one year by the directors at their first meeting after the annual meeting of members, and who shall hold office until their successors are elected and qualified. The Pinebrook Master Association Delegate may, but need not be, a member of the Board. Any two or more of the offices of president, vice president, secretary and treasurer may be held by the same person, except the offices of president and secretary.

Section 7.2 Duties:

(a) President: The powers and duties of the president are:

- (1) To act as the chief executive officer of the Association and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Association.
- (2) To preside at all meetings of the members and at all meetings of the Board.
- (3) To call meetings of the members and also of the Board to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he shall deem proper.
- (4) To affix the 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 Board 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 Board, to have general charge of the property of the Association and to supervise and control all officers, agents and employees of the Association.

(b) President -pro tem: If neither the president, nor the vice president is present at any meeting of the Board, a president pro tem may be chosen by the Board to preside and act at such meeting.

(c) Vice president: In case of the absence, disability or death of the president, the vice president shall exercise all his powers and perform all of his duties. The vice president shall have such other powers and perform such other duties as may be granted or prescribed by the Board.

(d) Secretary : The powers and duties of the secretary are:

(1) To keep a book of minutes at the principal office of the Association, or such other place as the Board may order, of all meetings of its directors and members, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of memberships present or represented by members' meetings and the proceedings thereof.

(2) To keep the seal of the Association and to affix the same to all instruments which may require it.

(3) To keep or cause to be kept at the principal office of the Association, or such other place as the Board may order, a membership register, or duplicate membership registers, and showing the names of the members and their addresses, the number and classes of memberships held by each.

(4) To keep or cause to be kept at the principal office of the Association, or such other place as the Board may order, the books and records required by Section 3.1, above.

(5) To transfer upon the membership books of the Association any and all memberships of the Association.

(6) To make service and publication of all notices that may be necessary or proper, and without command or direction from anyone. In case of the absence, disability, refusal or neglect of the secretary to make service or publication of any notices, then such notices may be served and/or published by the president or a vice president, or by any person thereunto authorized by either of them or by the Board or by the holders of a majority of the outstanding memberships of the Association.

(7) To prepare the voting lists required by Section 5.7 above.

(8) Generally to do and perform all such duties as pertain to his office and as may be required by the Board.

(e) Treasurer: The powers and duties of the treasurer are:

(1) To supervise and control the keeping and maintaining of adequate and correct accounts of the Association's properties and affairs, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any director and by any member as provided in Section 3.1 above.

(2) To keep or cause to be kept at the principal office of the Association, or such other place as the Board may order, the books and records required by Section 3.1, above.

(3) To have the custody of all funds, securities, evidences of indebtedness and other valuable documents of the Association and, at his discretion, to cause any or all thereof to be deposited for the account of the Association with such depositary as may be designated from time to time by the Board.

(4) To receive or cause to be received, and to give or cause to be given, receipts and acquittances for monies paid in for the account of the Association.

(5) To disburse, or cause to be disbursed, all funds of the Association as may be directed by the Board, taking proper vouchers for such disbursements.

(6) To render to the president and to the Board, whenever they may require, accounts of all transactions as treasurer and of the financial condition of the Association.

(7) Generally to do and perform all such duties as pertain to his office and as may be required by the Board.

(f) Pinebrook Master Association Delegate: The voting delegate from the Association to the Pinebrook Master Association ("PMA") shall be appointed by a vote of the majority of the Board at the second regular meeting of the Board following the annual meeting of the Association. The term of office of the voting delegate ("PMA Delegate") shall be approximately one year, that is until the second regular meeting of the Board following the subsequent annual meeting. The duties of the PMA Delegate are:

(1) The PMA Delegate shall be the designated voting delegate to- the Pinebrook Master Association representing the Association.

(2) The PMA Delegate shall represent the interests of the Association at all delegate meetings of the Pinebrook Master Association.

(3) The PMA Delegate shall make a good-faith effort in seeking election to the board of trustees of the Pinebrook Master Association (the "PMA Board") and if elected vote thereon in the best interest of the Association. The PMA Delegate shall also make a

good-faith effort in supporting the election of other PMA Board members such that the representation of trustees on the PMA Board who are members of the Association is at least proportional to the Association's membership compared with the total membership of the Pinebrook Master Association.

(4) If elected to the PMA Board, the PMA Delegate shall to the extent reasonably possible attend all regular meetings of the PMA Board and inform the Association's Board of: (i) any anticipated vote of the PMA Board regarding the annual budget of the Pinebrook Master Association; (ii) any proposals for increases in the annual assessments of the Pinebrook Master Association; (iii) any special assessments of the Pinebrook Master Association; (iv) any actions being taken or proposed to be taken by the PMA Board that may substantially affect any property rights within common areas owned by the Pinebrook Master Association, including, but not limited to, any transfers of title or access easements within the common area; (v) any capital improvements in excess of \$10,000 proposed to be taken by the PMA Board, and (vi) any other actions being taken or proposed to be taken that may be of substantial interest to the Board.

(5) The PMA Delegate shall attend one regular meeting of the Board each calendar quarter or as otherwise requested by the Board to report on matters pertaining to the PMA Board.

Section 7.3 Compensation: Officers of the Association shall receive no compensation for their services.

Section 7.4 Removal and Vacancies: The officers of the Association shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board, whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE XIII ASSESSMENTS

Section 8.1 Creation of the Lien and Personal Obligation of Assessments: Each Class A member, by acceptance of a real estate contract or deed for such member's fee interest in a lot or lots subject to the Declaration, 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 (a) regular assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Declaration. 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. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the

owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title, unless expressly assumed by them. 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 members of the Association, for the payment of Pinebrook Master Association assessments, and for the improvement and maintenance of Common Areas, properties, services and facilities devoted to this purpose.

Section 8.3 Regular Assessments: The amount and time of payment of regular assessments shall be determined by the Board 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 be set forth in said notice.

Section 8.4 Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, 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 Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of a majority of the membership entitled to vote and who are voting in person or by proxy at a special meeting of members duly called for

this purpose. At such meeting called, the presence of members or of proxies entitled to cast 50 percent (50%) or more of membership shall constitute a quorum for any action authorized under this Section 8.4.

Section 8.5 Uniform Rate of Assessment: Both regular and special assessments shall be fixed at a uniform rate for all lots owned by Class A members and may be collected monthly or at such other times as the Board may determine.

Section 8.6 Date of Commencement of Regular Assessments and Fixing Thereof: The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board.

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 Board 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 Exempt Property: The following property shall be exempt from the assessments created herein and in the Declaration:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area, if any (however, regular and special assessments can be levied against the members in order to pay for improvements to and the upkeep of such Common Areas); and
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah.

Section 8.9 Nonpayment of Assessments. The following shall govern in the event of nonpayment of assessments:

(a) Delinquency: Any assessment provided for in this Article VIII, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a late charge@ in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) 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 provisions of subsection (b) below, to foreclose the lien (provided for in Section 8.1) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney=s fee, together with the costs of action. Each owner vests in the Association or its 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. Members delinquent in the payment of regular assessments shall not be entitled to vote or be heard at any annual or special meeting of members of the Association.

(b) Notice of Lien: No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of a notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

(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 foreclosure sale, and 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 \$25.00, 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 thereunder 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 a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust (i) the foreclosure of any lien created by anything set forth in these Bylaws shall not operate to affect or impair the lien of such deed of trust; and (ii) 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 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 of 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 IX INDEMNIFICATION

Section 9.1 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 is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and with respect to any criminal action or proceeding had reasonable cause to believe that his conduct was unlawful.

Section 9.2 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 is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3 Attorney's Fees and Costs: To the extent that a director, 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 Sections 9.1 or 9.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 9.4 Authorization by Board: Any indemnification under Sections 9.1 and 9.2 (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 director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 9.1 or 9.2. Such determination shall be made by the Board by a majority vote of a quorum of the directors, or by the members.

Section 9.5 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 the manner provided in Section 9.4 upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he, is entitled to be indemnified by the Association as authorized herein.

Section 9.6 Other Rights: The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9.7 Insurance: The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article IX.

Section 9.8 Notice of indemnification: If the association indemnifies or advances expenses to a director or officer under this Article in connection with a proceeding by or in the right of the Association, the Association shall give written notice of the indemnification or advance to the members with or before the notice of the next members' meeting.

ARTICLE X AMENDMENT

Section 10.1 Amendment by Directors. Subject to the right of members as provided in Section 10.2 of this Article, the Board may adopt, amend or repeal bylaws.

Section 10.2 Amendment by Members. These bylaws may be repealed or amended, or new bylaws may be adopted, by the affirmative vote of a majority of the memberships in attendance and entitled to vote at a meeting called for that purpose and at which a quorum is present. Except as set forth in the Act, the Board shall first be required to recommend the amendment to the members. Notice shall be given to each member of the shareholder's meeting at which the amendment will be voted upon, which notice shall state that the purpose, or one of the purposes of the meeting is to consider the amendment and contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment.

Section 10.3 Record of Amendments. Any amendment or new bylaws adopted by the shareholders or the Board shall be copied in the appropriate place in the minute book with the original bylaws, and the repeal of any bylaw shall be entered on the original bylaws together with the date and manner of such repeal. The original or a copy of the bylaws as amended to date shall be open to inspection by the shareholders at the Association's principal office at all reasonable times during office hours.

Section 10.4 Bylaw Provisions Additional and Supplemental to Provisions by Law: All restrictions, limitations, requirements and other provisions of these Bylaws shall be construed, insofar as possible, as supplemental and additional to all provisions 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 10.5 Bylaw Provisions Contrary to or Inconsistent with Provisions of Law: Any article, section, subsection, subdivision, sentence, clause or phrase of these Bylaws which, upon being construed in the manner provided in Section 10.4 hereof, shall be contrary to or inconsistent with any applicable provision of law, including Summit

County ordinances, shall not apply so long as said provisions of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these Bylaws, it being hereby declared that these Bylaws 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.

ARTICLE XI
SUNDRY PROVISIONS

Section 11.1 Instruments in Writing: All checks, drafts, demands for money and notes of the Association, and all written contracts of the Association, shall be signed by such officer or officers, agent or agents, as the Board may from time to time by resolution designate. No officer, agent or employee of the Association shall have power to bind the Association by contract or otherwise unless authorized to do so by these Bylaws or by the Board.

Section 11.2 Fiscal Year: The fiscal year of the Association shall be a calendar year commencing on January 1 and ending December 31.

Section 11.3 Shares of Stock Held by the Association: Shares in other corporations standing in the name of this Association may be voted or represented and all rights incident thereto may be exercised on behalf of this Association by any officer of this Association authorized so to do by resolution of the Board.

Section 11.4 References. All words used in these Bylaws shall be construed to be of such number and gender as the context requires or permits.

WE HEREBY CERTIFY that the foregoing is the original or a true and correct copy of the Amended and Restated By-Laws adopted by Pinebrook Homeowners' Association at a special meeting of the Board duly held this _____ day of _____, 2003.

Director

Director

Director

Director

Director

Director

Director