

**AMENDED & RESTATED BYLAWS
OF SOLDIER SUMMIT ESTATES HOMEOWNERS ASSOCIATION**

The following are the Amended, Restated & Consolidated Bylaws of Soldier Summit Estate Owners Association, a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

ARTICLE I
DEFINITIONS

Section 1.0 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Soldier Summit Estates Subdivision, of even date and recorded in the Official Records of the Utah County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

ARTICLE II
MEETINGS OF OWNERS

Section 2.0 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the first Saturday in May of each year at a location in Utah County, Utah and a time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.1 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty percent (20%) of the total membership, as defined in the Declaration.

Section 2.2 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, subject to Section 2.4, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email, electronic communication, or by depositing with the U.S. Postal Service, postage prepaid. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.3 Quorum. The quorum required for any action BY THE OWNERS hereunder or in the Declaration, unless otherwise specifically set forth in the Declaration,

shall at least fifty percent (50%) of all outstanding votes of Owners in good standing shall constitute a quorum for the transaction of business. If a quorum is not met, the vote deadline or meeting shall be postponed or extended to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies construing 50% or more of all outstanding votes of Owners in good standing shall again constitute a quorum for transacting business. In the case of any postponement or extension, no notice of such rescheduled vote or meeting shall be required except an announcement thereof at the original vote or meeting and an electronic notification with the new vote deadline or meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.4 Proxies. At all meetings of Owners, each owner may vote by submitting their ballot in person, by proxy, or through mail, email or other acceptable electronic means. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.5 Conduct of Meetings. The President, or in his absence the Secretary, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.6 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballots must set forth each proposed action and provide the option of voting for or against each proposed action. In order for the action to pass, members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, must vote in favor of the action. The ballots must also specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice to Owners of whether such action was or was not approved. Ballots may be distributed before or after a meeting in which an action might be taken, and any ballots returned within the time allowed on the ballot shall be counted towards quorum requirements as long as the action stated on the ballot matches the precise motion or action presented at the related meeting and owners at the meeting are notified that ballots will be sent out to owners not in attendance, or ballots were distributed before the meeting.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.7 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote, including at any annual or special meeting or by written consent. For purposes of meeting quorum requirements, for every voting interest of owners that is not in good standing, the total number of voting interests to which the 50% quorum is applied to shall be reduced by the number of ineligible voting interests. Unless otherwise stated in these Bylaws or the Declaration, any action requiring a vote of the members may be passed with a simple majority in favor of the action once quorum requirements are met.

The Association shall have one class of voting membership, and each Owner shall be entitled to one equal vote for each Lot in which they are an Owner. There shall only be one vote for each Lot in the Project. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable, as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.0 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of seven (7) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that initially, the Board shall identify three of the seven members of the Board to serve for a one-year term and other four members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws. In the event that there are not seven individuals qualified and willing to serve as a Director, the Association may be managed by as few as three (3) Directors, however, the number of Directors serving shall be the number of individuals qualified and willing to serve, up to seven (7). In the event of an even number of Directors, the

Association President shall hold the tie breaking vote on all actions taken by the Directors.

Section 3.1 Eligibility. All members of the Board shall be Owners in good standing with voting privileges.

Section 3.2 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association eligible to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.3 Compensation. No Director shall receive compensation for any service he may render to the Association as a member of the Board of Directors. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Notwithstanding the previous restriction on board member compensation, some board members may also be hired to perform services which would otherwise be paid to third party vendors, such as for winter snow removal, in which case, with Board approval, reasonable and market appropriate compensation may be paid to the individual, or company affiliate with the individual, and any such services performed under these agreements shall not violate Section 3.3.

Section 3.4 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.5 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.6 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV **NOMINATION AND ELECTION OF DIRECTORS**

Section 4.0 Nomination. Nomination for election to the Board will be called prior to the notification of the annual general meeting. Interested members shall submit a brief resume by mail or email to the President of the Board or his assignee. Resumes, ballots, and proxies will be mailed to the membership prior to the annual general meeting.

Section 4.1 Election. The election of Directors shall be by written ballot, the persons receiving the largest number of votes shall be elected. Ballots and proxies will be mailed or emailed prior to the annual general meeting. Ballots may be returned in person, by proxy, or through mail, email or other acceptable electronic means to the association management company or as designated on the ballot.

ARTICLE V
MEETINGS OF THE BOARD

Section 5.0 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days.

Owners may attend regular board meetings except when the Board is in executive session. The Board shall provide notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings.

Section 5.1 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required ten (10) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.2 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.3 Conduct of Meetings. The President, or in his absence the Secretary, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.0 Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for several activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of private roadways, right of ways, gates and bridges;
- (g) Maintenance of any private water system or other private utility in Common Areas;
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;
- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Maintenance of parking; and
- (q) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.0 Enumeration of Officers. The officers of this Association shall be a president, secretary, treasurer and such other office as designated by the Board, who shall at all times be members of the Board, and such other officer as the Board may from time to time, by resolution, create. In addition to the above offices, the following offices are to be filled by Members of the Board:

- (a) Summer Maintenance Coordinator
- (b) Winter Maintenance Coordinator
- (c) Safety/Security Coordinator
- (d) Outside Services Coordinator
- (e) Information Coordinator
- (f) Volunteer Coordinator

Specific tasks associated with each position shall be decided and assigned by the Board.

Section 7.1 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.2 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period,

have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners in good standing; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.3 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.4 Multiple Offices. The offices of secretary and treasurer may be held by the same person. However, the person holding the office of president cannot hold either the secretary or treasurer positions while serving as president. It is permissible that a Director of the Board may be both an officer and a coordinator. It is also permissible that a Director of the Board may hold more than one coordinator position. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.5 Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

Secretary: The secretary shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The secretary shall also record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII
COMMITTEES

Section 8.0 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. If no Architectural Review Board is appointed, then those duties fall to the Board of Directors. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX
INDEMNIFICATION

Section 9.0 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.1 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X
AMENDMENTS, ORDER OF PRECEDENCE

Section 10.0 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.1 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.2 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the applicable standards.

ARTICLE XI
AMENDMENTS, ORDER OF PRECEDENCE

Section 11.0 Amendment. These Bylaws may be amended by a vote of not less than sixty-seven (67%) of eligible lot owners. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Utah County Recorder, State of Utah. 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 XII
FISCAL YEAR

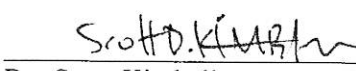
Section 12.0 Fiscal Year. The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Utah County Recorder, State of Utah.

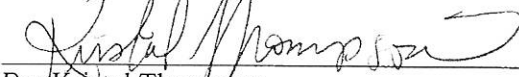
Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Ryan Ollerton
Its: Member of the Board of Directors and President

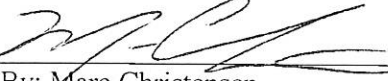
Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Scott Kimball
Its: Member of the Board of Directors and Information Coordinator

Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Kristal Thompson
Its: Member of the Board of Directors and Volunteer Coordinator


Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Marc Christensen
Its: Member of the Board of Directors and Winter Maintenance Coordinator


Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Gaylen Stewart
Its: Member of the Board of Directors and Summer Maintenance Coordinator

Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: David Sudweeks
Its: Member of the Board of Directors and Outside Services Coordinator

Soldier Summit Estate Owners Association, A Utah Non-Profit Corporation


By: Brent Harwood
Its: Member of the Board of Directors and Safety and Security Coordinator