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**BY LAWS  
OF  
DEER CREST MASTER ASSOCIATION, INC.  
A Non-Profit Corporation of the State of Utah**

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Deer Crest Master Association, Inc. hereby adopt the following By-Laws of the Deer Crest Master Association, Inc.

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.1 Name. The name of the corporation is "Deer Crest Master Association, Inc." and it is referred to below as the "Master Association".

1.2 Offices. The office of the Master Association will be in Park City, Utah.

**ARTICLE II  
MEMBERS AND MEETINGS**

2.1 Membership. The Members of the Master Association shall be the owners of Lots in the Deer Crest Project in Wasatch County, Utah, certain Neighborhood Associations formed in connection with the development of multifamily or condominium projects as a part of the Deer Crest Project and Deer Crest Associates I, L.C., or its assigns, as the "Declarant" of the Deer Crest Project. Membership of lot owners is deemed an appurtenance to each Lot, and shall pass automatically to the owner of each Lot upon conveyance of title. The Classes of Membership shall be as established in the Master Declaration of Covenants, Conditions and Restrictions for Deer Crest (the "Master Declaration").

2.2 Annual Meetings. The annual meeting of the Members of the Master Association shall be held on the second Monday of January at 6:00 at the offices of the Master Association, beginning in the year following the year in which the Master Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of Officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.3 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Master Association representing not less than 51% of the total voting power within the Master Association. Any notice of special meeting shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Master Association, the notice shall be in writing, and delivered to the President.

2.4 Place of Meetings. All meetings will be held in Park City, Utah, or in Wasatch County, Utah at a location specified by the Board of Trustees, unless a majority of the Members have authorized a meeting to be held elsewhere by written waiver.

2.5 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 30 days prior to the meetings. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Master Association, and it shall be the obligation of the Member to provide notice of any change of address to the Master Association. If no address is registered, the Master Association may mail that Member's notice to the Secretary of the Master Association as the agent for the Member. Only one notice will be mailed for each Lot. If there are multiple owners of a Lot, they must designate one of them to receive the notice of the meeting on their behalf.

2.6 Members of Record. Upon purchasing a Lot in the Subdivision, each Owner shall promptly furnish the Master Association with a copy of the deed or other instrument under which he or she acquired title to the Lot. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Master Association may designate a record date, not more than 60 days nor less than 30 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Master Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.7 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast at least 51% of the total votes of the Master Association (or of the votes of a particular class) shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, another meeting may be called by giving not less than 10 days notice in advance of the meeting, and the required quorum at the subsequent meeting shall be 25% of the total votes of the Master Association (or of the votes of a particular class). No subsequent meeting shall be held more than 30 days following the preceding meeting.

2.8 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Master Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes

of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.9 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each lot owner Member will be entitled to cast one vote for each Lot that he or she owns, except that Deer Crest Associates I, L.C. or its assigns will be entitled to cast three votes for each Lot. Each other Member shall be entitled to cast the votes specified in the Declaration of Master Covenants, Conditions, and Restrictions for the Deer Crest Project (the "Master Declaration"). Owners of Units within multi-family or condominium Neighborhood Associations within the Deer Crest Project shall not have voting rights in the Master Association except indirectly through the Master Association votes allocated to the Neighborhood Association. Lots with multiple owners will be entitled to only one vote for that Lot, and in the event that the multiple owners of that Lot are not able to agree on how to cast the vote, no vote will be cast. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of that Lot. In the event of Lots held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Lot, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor, and shall then be entitled to cast that vote.

2.10 Simple Majority. Unless a greater vote or a vote of classes is required by the Master Declaration, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the votes entitled to be cast by Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the Officer conducting the meeting shall determine. Classes of member shall have such voting rights with respect to matters requiring approval of the class as may be provided in the Master Declaration.

2.11 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.12 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority of the total voting power within the Master Association consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

### ARTICLE III BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Master Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws, or

the Master Declaration, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate to the Officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. There shall be three Members of the Board of Trustees until the first annual meeting of the Members. Thereafter there shall be five members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the Board of Trustees by the Members at the first annual meeting, the Trustees shall, by drawing Lots, divide themselves into terms of one, two and three years. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Master Association.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.6 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Master Association business, including the costs of attending Board meetings, may be reimbursed by the Master Association.

3.7 Resignation or Removal. Any Trustee may resign at any time. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of Members holding at least 75% of the total voting power of the Master Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be

confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

#### ARTICLE IV OFFICERS

4.1 Number. The Officers of the Master Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.

4.2 Appointment Tenure. The Officers of the Master Association will be appointed by the Board of Trustees at their annual meeting, and all Officers will serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose.

4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Master Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Master Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Vice Presidents. One or more Vice Presidents will perform the duties of the President if the President is not available, and shall perform such other duties as designated by the Board.

4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Master Association and the transfer of their interests to others, to keep minutes at the meetings of the Master Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these By-Laws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Master Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

## ARTICLE V INDEMNIFICATION

5.1 Indemnification Against Third Party Actions. The Master Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgement. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Master Association.

5.2 Indemnification Against Member Actions. The Master Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Master Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Master Association.

5.3 Request For Indemnification. When any Officer, Trustee or employee of the Master Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Master Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Master Association for a vote at a special meeting called for that purpose.

5.4 Liability Insurance. The Board shall cause the Master Association to purchase liability insurance in an amount not less than \$2 million or such greater amount as the Board, at its discretion, may determine to cover general liability of the Master Association and to specifically cover the indemnity obligations described above.



ARTICLE VI  
AMENDMENT

6.1 Amendment. These By-Laws may be amended by the Members of the Master Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

The foregoing Bylaws of Deer Crest Master Association, Inc. are adopted as of this 30th day of October, 1997.

\_\_\_\_\_  
Name  
President

Attest:

\_\_\_\_\_  
Name  
Secretary