

eeeeWHEN RECORDED RETURN TO:
2225 East Murray Holladay Rd., Suite 111
Salt Lake City, UT84117

TID: 02-217-0101 through 02-217-0150
TID: 02-217-0158 through 02-217-0164
TID: 02-224-0001 through 02-224-0025
TID: 02-226-0001 through 02-224-0067
TID: 02-229-0001 through 02-229-0052
TID: 02-233-0001 through 02-233-0040

**AMENDMENT TO THE BYLAWS OF THE PINEAE VILLAGE MASTER
ASSOCIATION, INC.**

**This Amendment to Bylaws of the Pineae Village Master Association, Inc., is
executed on the date set forth below by the Pineae Village Master Association, Inc.
("Association").**

RECITALS

- A. Real property in Davis County, Utah, known as Pineae Village was subjected to covenants, conditions, and restrictions, which included the bylaws recorded April 27, 2007, in the Davis County Recorder's Office as Entry No. 2265491;
- B. This amendment shall be binding against all Members of the Association and the property described in EXHIBIT "A" and the declaration and any annexation or supplement thereto;
- C. This amendment is intended to update the various provisions governing the Board.
- D. All capitalized terms in this amendment shall have the same meaning as given to them in the Bylaws;
- E. A majority of the Board have affirmatively approved these Bylaw amendments as required by Bylaw Article IX, Section 9.01. The President and Secretary have executed this Amendment certifying that the necessary approvals were obtained;

NOW, THEREFORE, the Master Association hereby amends the Bylaws as follows:

Bylaw Article IV, Sections 4.01, 4.02, and 4.03 shall be amended in their entirety to read as follows:

Section 4.01 Number and Selection of Directors. The affairs of the Master Association shall be managed by a Board of Directors comprised of three Directors. The Directors shall be

selected in accordance with Section 3.12.4.2 of the Declaration.

Section 4.02 Replacement, Qualification, and Removal of Directors. If a Director resigns, is removed, or is otherwise unwilling or unable serve, the board of directors for the Neighborhood Association, which the Director represents shall select a replacement Director to serve the remainder of the former Director's term. During the first year of their term as a Director, Directors must also be a member of the board of directors of the Neighborhood Association which they represent. If a Director is forcibly removed as a director of their Neighborhood Association, they shall also be removed as a Director of the Master Association.

Section 4.03 Term of Office. Each Director on the Board of Directors shall serve staggered terms of two years and shall serve until their successors have been selected. The terms shall be staggered as follows: (i) the Directors representing the Pineae Village Patio Homes and Pineae Village Townhomes shall be selected in years ending with an even number; and (ii) the Director representing the Pineae Village Condominium shall be selected in years ending with an odd number. There is no limit on the number of terms a Director may serve.

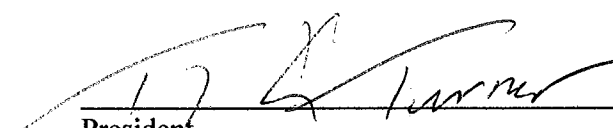
Bylaw Article VI, Section 6.02 shall be amended in its entirety to read as follows:

Section 6.02 Organizational Meeting and Election of Officers. The Board of Directors shall hold a meeting within 30 days after the Neighborhood Association annual meetings for the purpose of electing officers ("Organization Meeting"). The Board of Directors shall elect officers at the Organization Meeting.

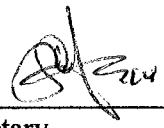
The effective date of these amendments shall be the first annual meeting after the adoption hereof.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary have executed this Amendment to the Bylaws as of the 30 day of May, 2014.

PINEAE VILLAGE MASTER ASSOCIATION, INC.



President

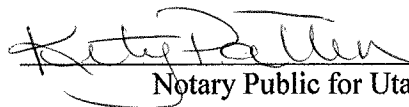


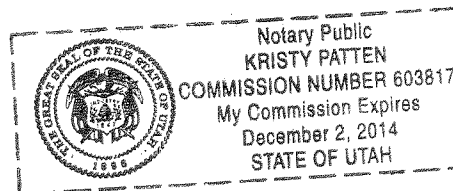
Secretary

STATE OF UTAH)
):SS
County of Davis)

On the 30th day of May, 2014, personally appeared Terry Turner
and Andrew Glosenger who, being first duly sworn, did that say that they are the
President and Secretary of the Association, certified that all requirements to amend the Bylaws
have been met, and that said instrument was signed in behalf of said Association by authority of

its Board; and acknowledged said instrument to be their voluntary act and deed.


Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

ALL OF LOTS 101 THROUGH 150 AND OPEN SPACE PINEAE VILLAGE P.U.D.,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON RECORD IN THE DAVIS
COUNTY RECORDER'S OFFICE, UTAH.

ALL UNITS IN PINEAE VILLAGE CONDOMINIUMS, PLAT 1, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON RECORD IN THE DAVIS COUNTY RECORDER'S
OFFICE, UTAH.

ALL LOTS PINEAE VILLAGE PLAT II ACCORDING TO THE OFFICIAL PLAT THEREOF
ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, UTAH.

ALL LOTS PINEAE VILLAGE PLAT III ACCORDING TO THE OFFICIAL PLAT
THEREOF ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, UTAH.

ALL LOTS PINEAE VILLAGE PLAT IV ACCORDING TO THE OFFICIAL PLAT
THEREOF ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, UTAH.