

ENTRY NO. 00977958

08/28/2013 09:28:17 AM B: 2204 P: 0578

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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 272.00 BY VIAL FOTHERINGHAM LLP



WHEN RECORDED, RETURN TO:

Vial Fotheringham LLP
602 East 300 South
Salt Lake City, UT 84102

**FIRST AMENDMENT TO
BYLAWS
OF
FOX POINT AT REDSTONE ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

This Amendment to the Bylaws of Fox Point at Redstone Association, Inc. ("Association") is made and executed by the Association on the date set forth below and shall be effective upon recording in the Summit County Recorder's Office and shall apply retroactively.

RECITALS

WHEREAS, the Association was formed consistent with the Declaration and is governed by its Bylaws, and Article XIII, Section 13.1 of the Bylaws provides that the Bylaws may be amended at a regular or special meeting of the Owners, by the Declarant and the members holding 67% of the membership interest present in person or proxy; and

NOW THEREFORE, this Amendment to Bylaws is made and executed by the Board of Trustees after having first received approval from at least 67% of the voting interests of the Association; and

NOW THEREFORE, this Amendment is intended to amend the Bylaws and shall be binding against the property described in "Exhibit A" of the Declaration and any annexation or supplement thereto; and

NOW THEREFORE, pursuant to Article XIII of the Bylaws of Fox Point at Redstone Association, Inc., the members hereby declare that the Bylaws should be and hereby are amended and restated in the following manner:

AMENDMENT ONE

Bylaw Section 3.3 is hereby amended as follows:

Notice of Meetings. The Board of Trustees shall provide written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than thirty (30) days prior to the meeting, unless otherwise provided in these Bylaws. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid.

Each Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit shall be deemed to be the member's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Board of Trustees stating that the Owner will not accept notices by way of email. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

AMENDMENT TWO

Bylaw Section 3.4 is hereby amended as follows:

Quorum. At any meeting of the Owners, the presence of Owners, whether present in person or by proxy, holding more than fifty percent (50%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the Board of Trustees shall have power to adjourn the meeting pending notice of subsequently scheduled meeting. The subsequently scheduled meeting may take place immediately following the adjournment, however no such subsequently scheduled meeting shall be held more than forty-five (45) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of any Owner, whether present in person or by proxy, of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

EXHIBIT A

Unit Parcel Serial Numbers

FRPV-1-A	FRPV-4-D	FRPV-8-C
FRPV-1-B	FRPV-4-E	FRPV-8-D
FRPV-1-C	FRPV-4-F	FRPV-8-E
FRPV-1-D	FRPV-4-G	FRPV-8-F
FRPV-1-E	FRPV-4-H	FRPV-9-A
FRPV-1-F	FRPV-5-A	FRPV-9-B
FRPV-1-G	FRPV-5-B	FRPV-9-C
FRPV-1-H	FRPV-5-C	FRPV-9-D
FRPV-2-A	FRPV-5-D	FRPV-9-E
FRPV-2-B	FRPV-5-E	FRPV-9-F
FRPV-2-C	FRPV-5-F	FRPV-9-G
FRPV-2-D	FRPV-6-A	FRPV-9-H
FRPV-2-E	FRPV-6-B	FRPV-10-A
FRPV-2-F	FRPV-6-C	FRPV-10-B
FRPV-3-A	FRPV-6-D	FRPV-10-C
FRPV-3-B	FRPV-6-E	FRPV-10-D
FRPV-3-C	FRPV-6-F	FRPV-10-E
FRPV-3-D	FRPV-7-A	FRPV-10-F
FRPV-3-E	FRPV-7-B	FRPV-10-G
FRPV-3-F	FRPV-7-C	FRPV-10-H
FRPV-3-G	FRPV-7-D	FRPV-11-A
FRPV-3-H	FRPV-7-E	FRPV-11-B
FRPV-4-A	FRPV-7-F	FRPV-11-C
FRPV-4-B	FRPV-8-A	FRPV-11-D
FRPV-4-C	FRPV-8-B	FRPV-11-E

EXHIBIT A

FRPV-11-F	FRPV-15-D	FRPV-19-B-2
FRPV-12-A	FRPV-15-E	FRPV-19-C-1
FRPV-12-B	FRPV-15-F	FRPV-19-C-2
FRPV-12-C	FRPV-15-G	FRPV-20-A-1
FRPV-12-D	FRPV-15-H	FRPV-20-A-2
FRPV-12-E	FRPV-16-A-1	FRPV-20-B-1
FRPV-12-F	FRPV-16-A-2	FRPV-20-B-2
FRPV-12-G	FRPV-16-B-1	FRPV-20-C-1
FRPV-12-H	FRPV-16-B-2	FRPV-20-C-2
FRPV-13-A	FRPV-16-C-1	FRPV-21-A-1
FRPV-13-B	FRPV-16-C-2	FRPV-21-A-2
FRPV-13-C	FRPV-17-A-1	FRPV-21-B-1
FRPV-13-D	FRPV-17-A-2	FRPV-21-B-2
FRPV-13-E	FRPV-17-B-1	FRPV-21-C-1
FRPV-13-F	FRPV-17-B-2	FRPV-21-C-2
FRPV-14-A	FRPV-17-C-1	FRPV-22-A-1
FRPV-14-B	FRPV-17-C-2	FRPV-22-A-2
FRPV-14-C	FRPV-18-A-1	FRPV-22-B-1
FRPV-14-D	FRPV-18-A-2	FRPV-22-B-2
FRPV-14-E	FRPV-18-B-1	FRPV-22-C-1
FRPV-14-F	FRPV-18-B-2	FRPV-22-C-2
FRPV-14-G	FRPV-18-C-1	FRPV-23-A-1
FRPV-14-H	FRPV-18-C-2	FRPV-23-A-2
FRPV-15-A	FRPV-19-A-1	FRPV-23-B-1
FRPV-15-B	FRPV-19-A-2	FRPV-23-B-2
FRPV-15-C	FRPV-19-B-1	FRPV-23-C-1

EXHIBIT A

FRPV-23-C-2	FRPV-28-A-2	FRPV-32-B-2
FRPV-24-A-1	FRPV-28-B-1	FRPV-32-C-1
FRPV-24-A-2	FRPV-28-B-2	FRPV-32-C-2
FRPV-24-B-1	FRPV-28-C-1	FRPV-33-A-1
FRPV-24-B-2	FRPV-28-C-2	FRPV-33-A-2
FRPV-24-C-1	FRPV-29-A-1	FRPV-33-B-1
FRPV-24-C-2	FRPV-29-A-2	FRPV-33-B-2
FRPV-25-A-1	FRPV-29-B-1	FRPV-33-C-1
FRPV-25-A-2	FRPV-29-B-2	FRPV-33-C-2
FRPV-25-B-1	FRPV-29-C-1	FRPV-34-A-2
FRPV-25-B-2	FRPV-29-C-2	FRPV-34-B-1
FRPV-25-C-1	FRPV-30-A-1	FRPV-34-B-2
FRPV-25-C-2	FRPV-30-A-2	FRPV-34-C-1
FRPV-26-A-1	FRPV-30-B-1	FRPV-34-C-2
FRPV-26-A-2	FRPV-30-B-2	FPRSV-11-F1
FRPV-26-B-1	FRPV-30-C-1	FPRSV-11-F2
FRPV-26-B-2	FRPV-30-C-2	FPRSV-11-F3
FRPV-26-C-1	FRPV-31-A-1	FPRSV-11-F4
FRPV-26-C-2	FRPV-31-A-2	FPRSV-11-F5
FRPV-27-A-1	FRPV-31-B-1	FPRSV-11-F6
FRPV-27-A-2	FRPV-31-B-2	FPRSV-11-F7
FRPV-27-B-1	FRPV-31-C-1	FPRSV-11-F8
FRPV-27-B-2	FRPV-31-C-2	FPRSV-11-F9
FRPV-27-C-1	FRPV-32-A-1	FPRSV-11-G1
FRPV-27-C-2	FRPV-32-A-2	FPRSV-11-G2
FRPV-28-A-1	FRPV-32-B-1	FPRSV-11-G3

EXHIBIT A

FPRSV-11-G4

FPRSV-11-G5

FPRSV-11-G6

FPRSV-11-G7

FPRSV-11-G8

FPRSV-11-G9

FPRSV-11-G10

FPRSV-11-H1

FPRSV-11-H2

FPRSV-11-H3

FPRSV-11-H4

FPRSV-11-H5

FPRSV-11-H6

FPRSV-11-H7

FPRSV-11-H8

FPRSV-11-H9

FPRSV-11-H10

FPRSV-11-H11

FPRSV-11-H12

FPRSV-11-H13