

I hereby certify that the foregoing has been filed
and approved on the 23 day of Oct 1997
in the office of this Division and hereby issue
this Certificate thereon.

Examiner C. Davison Date 10-23-97



Karla T. Woods
KARLA T. WOODS
Division Director

RECEIVED

OCT 23 1997

Utah Div. of Corp. & Comm. Code

ARTICLES OF INCORPORATION
OF

THE BLACK BOULDER MESA PROPERTY OWNERS ASSOCIATION, INC.

Curtis K. Oberhansly, the undersigned natural person over the age of twenty-one years, acting as incorporator of a nonprofit corporation pursuant to the Utah Nonprofit Corporation and Cooperative Association Act, hereby adopts the following Articles of Incorporation for said corporation:

ARTICLE I

NAME

The name of the nonprofit corporation is THE BLACK BOULDER MESA PROPERTY OWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

PERIOD OF DURATION

The period of duration of the Association shall be PERPETUAL.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintenance, repair, replacement, administration and operation of the common interests of the Black Boulder Mesa Subdivision, including maintenance of the Common Roadway Easement, payment of costs, assessment of expenses, acquisition of insurance, owning, maintaining, operating, and governing utilities, common areas, and other common assets of the Black Boulder Mesa Subdivision (the "Subdivision") located east of Boulder, Garfield County, State of Utah. The Association is organized and shall be operated to perform the functions and provide the services contemplated herein, in the bylaws of the Association, and in the Declaration of Covenants, Conditions and Restrictions for the Black Boulder Mesa, including the Residential Development Standards, recorded in relation to the subdivision (hereafter the "Declaration"), recorded ^{8:11:24 AM} on Oct 23 1997, Book 336, pages 544 to 603, Entry No. 217211. Specifically, but without limitation, the Association shall have the right and duty to enforce all of the provisions of the Declaration; to maintain, preserve and improve the property within the Subdivision; to own, keep and maintain the common areas within the Subdivision, and to transact such other business as is permitted by law. No dividends shall be

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paid and no part of the net income of the Association, if any, shall be distributed to the members, trustees, or officers of the Association, except as otherwise provided herein, or by law.

ARTICLE IV

POWERS

In addition to having the power to do any and all things that a nonprofit corporation may now or hereafter do under the laws of the State of Utah, the Association shall have the power to do any and all things that the Association is authorized or required to do under the bylaws of the Association, or the Declaration, as the same may from time to time be amended, including the specific power to fix, levy and collect the charges and assessments as provided in the Declaration.

ARTICLE V

MEMBERSHIP

The Association shall have members, which shall be of two voting classes only. The members of the Association shall be all record owners of lots in the Black Boulder Mesa subdivision, as such owners are shown on the records of Garfield County, State of Utah. Membership in the Association shall be mandatory and not optional. Each membership in the Association shall be appurtenant to and shall not be separated from the lot to which it relates. No person or entity other than a record owner of a lot in the Subdivision may be a member of the Association.

The two classes of voting membership are designated as Class A Members and Class B Members.

Class A. Class A Members shall be all the Owners other than the Declarant, as named in the Declaration. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. Declarant, as the Class B Member, shall have the right to control the Association to the extent of having the exclusive right (either directly or through a person designated by the Declarant) to elect, appoint and remove the members of the Board and the officers of the Association until the Transition Date (as hereinafter defined). The special control rights of the Declarant, as the Class B Member, shall cease and terminate upon the earlier of the following (the "Transition Date"):

(a) the date ninety (90) days after the conveyance by Declarant of ninety percent (90%) of the Lots created by this Declaration (including additional land) to Owners (other than Declarant);

(b) the date ninety (90) days after Declarant relinquishes its Class B membership rights by giving written Notice to the Association and all Owners.

ARTICLE VI

STOCK AND MEMBERSHIP CERTIFICATES

The Corporation shall not issue stock. The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the lot to which such membership appertains and shall cease immediately and automatically upon ceasing to be a record owner of such lot.

ARTICLE VII

ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration, the bylaws and applicable law and shall be liable to the Association for payment of such assessments.

ARTICLE VIII

INITIAL PRINCIPAL OFFICE AND REGISTERED AGENT

The initial principal office of the Association shall be located at 2100 Emigration Canyon, Salt Lake City, Utah 84108, where the initial registered agent of the Association shall be **Curtis K. Oberhansly**.

ARTICLE IX

INITIAL BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees. Except for Trustees appointed by the Declarant, Trustees must be members of the Association. The initial Board shall consist of three Trustees, and the names and addresses of the persons who are to serve as Trustees on the initial Board are as follows:

Curtis K. Oberhansly

2100 Emigration Canyon
Salt Lake City, Utah 84108

Mark M. Austin

General Delivery
Boulder, Utah 84716

Max Licher

40 Soldier Pass Road
La Pasada Plaza
Sedona, Arizona

ARTICLE X

MANAGEMENT

The Board of Trustees may delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions and powers as are properly delegable. Such delegation shall be valid, however, only if made by written contract.

ARTICLE XI

BYLAWS, RULES AND REGULATIONS

The Board of Trustees may adopt, amend, repeal and enforce Bylaws, rules and regulations governing the operation of the Association and the operation and use of the Subdivision, to the extent that the same are not inconsistent with these Articles of Incorporation, the Declaration or applicable laws and ordinances.

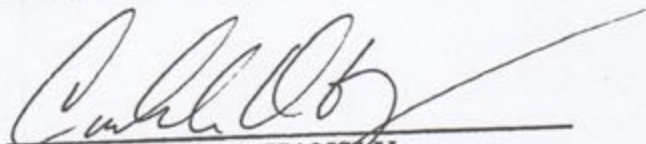
ARTICLE XII

INCORPORATOR

The incorporator of the Association is **Curtis K. Oberhansly**, 2100 Emigration Canyon, Salt Lake City, Utah 84108.

DATED this 23 day of October, 1997.

REGISTERED AGENT:


CURTIS K. OBERHANSLY

INCORPORATOR:


CURTIS K. OBERHANSLY

After recording, return to:

Curtis Oberhansly
PO Box 1442
Boulder, UT 84716

Ent 275682 Bk 526 Pg 79
Date: 28-MAY-2019 10:26:10AM
Fee: \$176.00 Check Filed By: CT
LES BARKER, Recorder
GARFIELD COUNTY CORPORATION
For: BLACK BOULDER MESA PROPERTIES

**AMENDED AND RESTATED BYLAWS
OF
BLACK BOULDER MESA PROPERTY OWNERS ASSOCIATION, INC**

ARTICLE I - GENERAL

1.1 Purpose of Bylaws.

These Amended and Restated Bylaws ("Bylaws") are adopted by the Board of Directors ("Board") in accordance with Utah Code Section 16-6a-206 for the regulation and management of the affairs of the Black Boulder Mesa Property Owners Association, Inc, a Utah nonprofit corporation (the "Association"), organized to be the association to which reference is made in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Black Boulder Mesa Subdivision, recorded with the Garfield County Recorder, State of Utah, on July 12, 2018 as Entry Number 273393, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property as shown on Exhibit A, attached and incorporated by this reference.

1.2 Terms Defined in Declaration.

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

1.3 Controlling Laws and Instruments.

These Bylaws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code 16-6a-101, et seq.) ("Nonprofit Act") and the Community Association Act (Utah Code 57-8a-101 et seq.) ("Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association ("Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time.

ARTICLE II - OFFICES

2.1 Principal Office.

The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division. The Board in its discretion, may change from time to time the location of the principal office. (A member of the Board shall hereinafter be referred to as a "Director")

2.2 Registered Office and Agent.

The Acts requires that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the Association at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

ARTICLE III - MEMBERS

3.1 Members.

A "Member" is the person or, if more than one (1), all persons collectively, who constitute the Owner of a Lot within the Property.

3.2 Memberships Appurtenant.

Each membership shall be appurtenant to the fee simple title to a Lot. The person or persons who constitute the owner of fee simple title to a Lot shall automatically be the holder of the membership appurtenant to that Lot and the membership shall automatically pass with fee simple title to the Lot.

3.3 Members' Voting Rights.

Subject to the provisions in the Declaration and the Articles, each Member, properly designated to represent a Lot, shall be entitled to one (1) vote for each Lot, which he or it owns within the Property.

3.4 Voting by Joint Owners.

In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners, individuals or an entity, as set forth in the Declaration, Section 4.03, Class A, may determine among themselves. The Owners shall file with the Association a designation of the person with an ownership interest, stating that Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc, who will be exercising the vote on behalf of that Lot.

3.5 Resolution of Voting Disputes.

In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting or otherwise, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be considered an arbitration award

and may be acted upon in accordance with Utah law, unless a member files notice to contest said decision within 15 days thereof and proceed in accordance with the provisions of Section 13.01 of the Declaration.

3.6. Transfer of Memberships on Association Books.

Transfer of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous owner of the membership as the owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice; however, if the Association has reason to believe the Lot has been sold, and if verified, the Association is entitled to disregard any ballot cast by the previous owner.

3.7 Assignment of Voting Rights to Tenants and Mortgagees.

A Member may assign his right to vote to a tenant occupying his Living Unit or to a mortgagee of his Living Unit for the term of the lease or the mortgage and any sale, transfer or conveyance of the Living Unit and the Lot upon which it is situated shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the secretary of the Association.

ARTICLE IV - MEETING OF AND VOTING BY MEMBERS

4.1 Place of Members' Meetings.

Excepting for good cause shown by the Board, meetings of Members shall be held at the principal office of the Association or at such other place within the Town of Boulder (like the Boulder Community Center), as may be fixed by the Board and specified in the notice of the meeting.

4.2 Annual Meetings of Members.

An Annual Meeting of the Members shall be held at such time, date and place as is fixed by the Board and specified in the notice of meeting given in accordance with Section 4.5. Annual Meetings shall be held to transact such business as the Board or the Members may properly present before the meeting. The Annual Meeting will be held more or less in same general time frame each year, subject to change by the Membership. "Attendance" at a member meeting is defined as present in person or by teleconference.

4.3 Special Meetings of Members.

4.3.1 Board Initiated. Special Meetings of the Members may be called by the president or majority of the Board.

4.3.2 Member Initiated. Members holding not less than twenty-five percent (25%) of the total votes of all Members, according to the voting roles of the Association, may initiate a Special Meeting of the Members.

4.3.3 Business at Special Meeting. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

4.3.4 Notice. Notice of the Special Meeting shall (i) clearly identify the issue(s) to be addressed, (ii) be accompanied with the specific wording of the matter(s) to be voted upon by the Members, and (iii) be sent not less than fifteen (15) days following the Board receipt of a Member Initiated petition or a Board approval for a Special Meeting. The Special Meeting shall be held not less than thirty (30) days nor more than forty-five (45) days after the Notice is sent. To establish a meeting date, the secretary shall poll the membership to accommodate member attendance. Voting on the issue(s) to be addressed at the Special Meeting shall be done by ballot as set forth in Sections 4.6.3 and 4.7.

4.4 Record Date/Members List.

4.4.1. The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 4.4.2 below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

4.4.2. Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section may not be more than sixty (60) days before the meeting or action requiring a determination of Members occurs. A determination of members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice.

4.4.3. The Association shall only be required to prepare a list of the names of the Members as provided for in Section 9.3.3.

4.5 Notice of Members' Meetings.

Except for Special Meetings, written notice stating the time, date, place and agenda of any meeting shall be given not less than forty-five (45) days nor more than sixty (60) days before the date of the meeting. To establish a convenient meeting date, the secretary shall poll the membership.

The notice of an annual, regular or special meeting shall state the purpose for which the meeting is called and shall also include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is an owner, director, trustee or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these Bylaws or the Declaration proposed by the Board or Members and a copy of the proposed amendment together with a detailed description of the reasons, pro and con; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person or persons entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Section 9.18) by the secretary or president at least ten (10) days before the Association gives notice of the meeting, plus any time added to effectuate delivery under Section 9.18.

4.6 Manner of Voting.

The following provisions govern voting at Annual, Regular and Special Meetings of the Members and voting by ballot without a meeting:

4.6.1 Proxies Are Not Permitted. A Member shall not be entitled to vote or have a voice at a meeting by proxy. Instead, a Member shall be entitled to vote by ballot, or have a voice at the meeting in person or by teleconference, as the case may be.

4.6.2 Voting for Directors. Voting for Directors shall be by ballot without a meeting as provided for in Section 5.6. Elections for the Board shall be held not less than thirty (30) days nor more than forty-five (45) in advance of the Annual Meetings and the results of the election announced no later than fourteen (14) days prior to the Annual Meetings.

4.6.3 Ballots at Meetings. A written ballot, delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Section 4.7, shall be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person by attending the meeting, or in absentia by the timely return of the ballot. Any written ballot cast in absentia shall comply with the requirements of this Article IV and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement, but only as to the action or matter addressed by the ballot. For the measure to pass, it must meet the requirements of Section 4.10. All ballots shall state clearly upon their face the deadline by which they must be returned to the Association in order to be counted for those Members not in attendance.

4.6.4 Ballots without a Meeting. The Association may utilize ballots without a meeting, under this Section 4.6.4 and its Subsections to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association Board delivers a written ballot to every Member entitled to vote. Any ballot utilized without a meeting, other than election of Directors, shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be

required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot in accordance with Section 4.10.

4.6.4.1 All solicitations for votes by written ballot shall: (a) set forth each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage and number of approvals necessary to approve each matter other than election of Directors; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

4.6.4.2 Any written ballot shall comply with the requirements in this and other Sections and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

4.6.4.3 Members may opt for ballot by U.S. mail, rather than by electronic mail, and if so shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

4.6.5 Electronic Voting. The Association and its members, by adoption of these Bylaws, agree that voting by electronic means as provided by the Board shall be the default means of voting by ballot. To effectuate electronic voting, ballots may be signed electronically or any another method which verifies the authenticity of the sender as provided for in subsection 4.6.7. Electronic voting will be the only manner of casting a vote by a Member when not present at a meeting in accordance with Sections 4.6.4, unless a Member opts in writing to the Election Clerk to receive and return ballots by mail in accordance with 4.6.4.3.

4.6.6 Revocation of Ballot. A ballot may be revoked prior to the time the ballot is counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering or emailing to the elections clerk (i) a writing stating that the ballot is revoked, or (ii) a subsequent ballot, with some indication that the previous ballot is revoked and the new ballot is intentional and not mistakenly sent. The death or incapacity of the Member issuing a ballot does not affect the right of the Association to count the ballot, unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the ballot is counted.

4.6.7 Signatures. Except as otherwise provided in the Acts, all votes, written ballots, waivers, or ballot revocations shall be in the name of the authorized Member and signed by the authorized Member as set forth in Section 3.4. Pursuant to Utah Code Section 46-4-201 a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e. an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means

an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

A ballot is considered "signed" by the voting Member when received by the Association from the official email address of the Member on file with the Association.

4.7 Ballots.

In the event of a ballot at a meeting, before a meeting, after a meeting or without a meeting, the following shall apply: (1) the Board shall cause the proposed ballot Resolution to be transmitted to the Membership with an explanation, (2) the Membership shall have not less than fourteen (14) calendar days in which to consider, debate, ask questions and otherwise understand the ramifications of what they are being asked to vote upon, (3) the ballots will be transmitted to the members by the Clerk, and (4) the Members will have at least fourteen (14) calendar days from the date of transmission before ballots are due back to the Clerk.

The ballot shall state on its face the return due date and the options for casting the ballot as set forth in this Article IV. Any Member who has not returned the ballot or declared their intentions within five (5) calendar days of the due date, will be sent an email reminder by the Clerk. A Member's failure to return a ballot or cast same at a meeting, if any, will be counted as a no vote.

4.8 Telecommunications.

Any or all of the Members 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 under this Section is considered to be present in person at the meeting. The Board shall use best efforts regarding the meeting venue and equipment on hand to properly implement this Section.

4.9 Quorum at Members' Meetings.

Except as provided for in the Declaration or Articles, a quorum shall consist of a majority of the Members (51%) entitled to vote, being present in person, by telecommunication or represented by ballot in absentia; however, a ballot in absentia shall be counted toward a quorum only as to the matter contained in the ballot.

4.10 Vote Required at Members' Meetings.

At any meeting where a quorum is present, action on a matter, other than the election of Directors, is approved if the matter was properly noticed on the agenda with adequate specificity and a majority (51%) of all the voting interests of the Association vote in favor of the action, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

4.11 Cumulative Voting Not Permitted.

Cumulative voting by Members in the election of Directors or other balloting shall not be permitted.

4.12 Order of Business.

The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) introduction and seating of newly elected Directors; (d) report of finances; and (e) any other Association business, first, as properly noticed on the agenda and, second, other business to be discussed.

4.13 Expenses of Meetings.

The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

4.14 Waiver of Notice.

A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

ARTICLE V - BOARD OF DIRECTORS

5.1 General Powers and Duties of the Board of Directors.

The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised for the Association all of the powers, rights and authority of the Association not limited, or reserved to Members, in the Declaration, the Articles, these Bylaws, or the Acts.

5.2 Special Powers and Duties of the Board of Directors.

Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers and duties:

5.2.1 Assessments. The duty to fix and levy from time to time assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration; and to enforce the payment of such delinquent assessments as provided in the Declaration.

5.2.2 Insurance. The duty to contract and pay premiums for fire, casualty, liability and other insurance in accordance with the provisions of the Declaration.

5.2.3 Common Areas. The duty to manage and care for the Common Areas, and to employ personnel necessary for the care and operation of the Common Areas, and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration.

5.2.4 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

5.2.5 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

5.2.6 Enforcement. The power to enforce the provisions of the Declaration, the rules and regulations, these Bylaws, or other agreements of the Association.

5.2.7 Delegation of Powers. The power to delegate its powers according to law.

5.2.8 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Declaration, use of Common Areas, and use of any property within the Property, including Living Units, and to levy fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, and these Bylaws.

5.2.9 Emergency Powers. The right to exercise such emergency powers as provided for in the Acts.

5.3 Qualifications of Directors.

A Director must be a natural person eighteen (18) years of age or over and an Owner of a Lot within the Property. If the Owner of any such Lot is a partnership, corporation, limited liability company, or other legal entity, a Director must have an ownership interest in the entity and be the designated representative of the entity as set forth in the Declaration. If a Director conveys or transfers title to his Lot, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Lot, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Notwithstanding anything in this Section to the contrary, none of the initial Directors, as designated in the Articles, shall be required to have any ownership interest in any Lot in order to qualify to serve as a Director until the first election of Directors.

by the Members. Any Director no longer qualified to serve under the standards provided for in this Section 5.3 may be removed by a majority vote of the Directors then in office.

5.4 Number of Directors.

The number of Directors of the Association is five (5).

5.5 Term of Office of Directors and Elections.

The affairs of the Association shall be managed by a Board composed of five (5) individuals. The Board shall be elected by electronic ballot.

The Directors constituting the Board at the time these Bylaws were adopted, as appointed by the Class B Member and affirmed by the adoption of these Bylaws, are identified below. The seats designated as odd numbered seats to be elected in odd numbered years; the seats designated as even numbered seats elected in even numbered years. The Board seats thus numbered shall stand for reelection as shown and accordingly in the years as follows:

Robert Ramsey, Director	Seat #1, reelection in 2019
Curtis Oberhansly, Director	Seat #2, reelection in 2020
Dean Brooks, Director	Seat #3, reelection in 2019
Richard Larsen, Director	Seat #4, reelection in 2020
Mark Austin, Director	Seat #5, reelection in 2019

The election of Directors shall be accomplished by email ballot not less than thirty (30) days nor more than forty-five (45) days prior to the annual Members meeting. The results of the election shall be published no later than fourteen (14) days prior to the annual Members meeting.

The newly elected and sitting Directors shall hold an annual meeting of the Board immediately following the annual Members meeting and the Board meeting shall be open to the Members participating in the annual Members meeting. Only Members who are not in violation of the Declaration, these Bylaws or Association rules and regulations shall be eligible to run for a position on the Board.

In an election of multiple Directors, that number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board. If only one (1) Director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

5.6 Nominating Committee and Voting/Elections Clerk.

Nominations for election to the Board shall be made by a nominating committee. The initial nominating committee shall consist of Curtis Oberhansly, Rick Larsen and Katie Coleman. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board at each annual meeting of the Members and Board, to serve from the close of such annual meeting until the

close of the next annual meeting and such appointments shall be announced at each annual meeting. The nominating committee shall make nominations on its own motion, and shall receive nominations from the Board and the Membership, but not less than the number of vacancies that are to be filled. Except for the initial Board appointed by the Declarant, such nominations shall be made from among the Members in accordance with Section 5.3.

The Board shall appoint a Voting and Elections Clerk. The initial Clerk shall be Katie Coleman, who shall serve at the pleasure of the Board. For Board elections and all other voting purposes, the Owner(s) of a Lot shall provide to the Elections Clerk an email address designated as the official ballot email address for the Member designated with the power to vote on behalf of said Lot as set forth in the Declaration. All notices of, and ballots for, meetings and voting shall be sent by the Association to such designated email address of the Member. All votes of the Members shall be cast by sending the ballots, via email, to the Clerk at an email address provided by the Association for such purpose. For voting on Directors, the Clerk shall keep the manner in which individual Members voted confidential, unless disclosure is required by the Board, a court of competent jurisdiction, or a mediator or arbitrator pursuant to Section 13.01 of the Declaration. The Election Clerk shall keep a complete record of the votes cast. In the event of a required disclosure, a tie vote, or a result decided by only one vote, or by resolution of a majority of the Board or the Membership for good cause shown, the Board shall appoint an impartial Director, Member or third party to audit the actual ballots with the Clerk and report the results back to the Board. If in the judgment of the Board, the results are found to be in error, the Board may require new ballots be sent and a revote taken, in which case the Board will appoint an impartial Director, Member or third party to review the ballots and oversee the vote count with the Clerk.

5.7 Removal of Directors by the Members.

At any meeting of the Members, the notice of which indicates such purpose, any or all of the Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority of the voting interests of all Members; and a successor(s) will be elected by ballot sent to the Membership to fill the vacancy thus created. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association and any Director who shall be absent from two (2) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board.

5.8 Resignation of Directors.

Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Division a statement setting forth (a) that person's name; (b) the name of this Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or officer; and (d) the date on which the person ceased to be a Director or officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

5.9 Vacancies in the Board of Directors.

Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director elected or appointed to fill a

vacancy shall be elected or appointed for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected by the Board to fill the vacancy of a Director elected by the voting Members may be removed without cause by the voting Members, but not the Board. Should any vacancy of the Board remain unfilled for a period of two (2) months, the Members may initiate a ballot without a meeting under Section 4.6.4 for an election to fill said vacancy.

5.10 Appointment of Committees.

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of two (2) or more Directors and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board in the management of the Association, except authority with respect to those matters specified in the Acts as matters which such committee may not have and exercise the authority of the Board. An Architectural Committee shall be appointed by the Board and shall execute its duties and proceed, all as set forth in the Declaration.

5.11 General Provisions Applicable to Committees.

The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall be applicable to meetings of committees of the Board. The foregoing shall not apply to the Architectural Committee, which shall proceed in accordance with the Declaration; nor shall it apply to individuals or groups of individuals appointed by the Board to study any issue, gather information and report back to the Board.

ARTICLE VI - MEETING OF DIRECTORS

6.1 Place of Directors' Meetings.

Meetings of the Board shall be held at the principal office of the Association or at such other place, within or convenient to the Property (like the Boulder Community Center) as may be fixed by the Board and specified in the notice of the meeting.

6.2 Annual Meeting of Directors.

An annual meeting of the Board shall be held on the same date and immediately following the annual meeting of Members. The Business to be conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. The Board shall use best efforts to schedule both annual meetings, Members and Board, in the same general time frame each year, subject to input from the Members.

6.3 Other Regular Meetings of Directors.

The Board may hold other regular meetings and written notice stating the place, day, hour and agenda shall be given to the Membership not less than thirty (30) days nor more than forty-five (45) days before the date of the meeting. The secretary shall cause a courtesy email reminder to be sent to the Members five (5) days prior to the meeting.

6.4 Special Meetings of Directors.

Special Meetings of the Board may be called by the president, or any two (2) members of the Board other than the president. Except in cases of emergency, written notice stating the place, day, hour and agenda of any meeting shall be given to the Membership not less than ten (10) days before the date of the meeting. Special Meetings shall be used to deal with special situations that require attention and shall not be used as a replacement for regular meetings and their Section 6.3 notice requirements.

6.5 Open Meetings/Member Right to Participate.

Except as provided in Subsection 6.6 and 6.8, any Board meeting, whether in person or by means of electronic communication, or both, at which the Board can take binding action shall be open to each Member. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments and the Board shall provide adequate telecommunications devices so that all parties so attending can reasonably hear and be heard. The Board may limit the comments to specific time periods during the meeting. A Director may not avoid or obstruct the requirements of this Section.

6.6 Closed Meetings.

The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine. At said closed meeting, the Board cannot take any final action on any matter. Final action must be taken in an open meeting as set forth in these Bylaws.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

6.7 Notice to Directors of Board Meetings.

In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, hour and agenda of the meeting shall be given as set forth in Sections 6.3 or 6.4.

In the case of emergency meetings, notice of the date, time, place and agenda shall be given forty-eight (48) hours in advance by (1) both email and telephone, or (2) in person to each member of

the Board. If by telephone and email such notice shall be deemed to be effective when (1) the director is contacted by phone (in person, by text message, or voice mail is left), and (2) when an email is sent to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

6.8 Notice to Members of Board Meetings.

Except in the case of emergency meetings, notice shall be given to Members as set forth in Sections 6.3 or 6.4. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Association (or via mail if requested in writing by the Member); (b) state the place, time, date and agenda of the meeting; (c) state the location of the meeting; and (d) provide the information necessary to allow the member to participate by telephonic communication.

In the case of emergency meetings, the Members shall be notified and kept abreast of the issues in the same manner and at the same times as the notifications to the Directors, excepting that email will be the only required means of communication to Members.

6.9 Proxies Are Not Permitted.

A Director shall not be entitled to vote or have a voice at a meeting by proxy.

6.10 Telecommunications.

The Board shall facilitate and permit any Director to participate in a regular, special or emergency meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

6.11 Quorum of Directors.

A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if attending in person or by telecommunication.

6.12 Reserved

6.13 Vote Required at Directors' Meeting.

At any meeting of the Board, if a quorum is present, a majority of Directors authorized to cast votes under these Bylaws, presently three (3) Directors out of five (5), shall be required for the adoption of any matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

6.14 Officers at Meetings.

The president shall act as chairman and the Board shall appoint a secretary to act at all meetings of the Board.

6.15 Waiver of Notice.

A waiver of notice of any meeting of the Board, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person or by telecommunication shall constitute waiver of notice of such meeting unless (a) 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 (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

6.16 Dissent or Abstention.

The right of dissent or abstention pursuant to Section 6.15 is not available to a Director who votes in favor of the action taken.

6.17 Action of Directors Without a Meeting (Consent Resolution).

Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws, that may be taken at a Board meeting may be taken without a meeting if all Directors consent to the action in writing. Action is taken under this Section at the time the last Director signs a writing making the voting for the Consent Resolution unanimous, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board to receive the revocation. Action under this Section is effective at the time it is taken, unless the Board establishes a different effective date in the Consent Resolution.

The Members shall be copied by email on the communications to Directors (1) setting forth the Consent Resolution, (2) the reasons for the Consent Resolution, and (3) the results of the request to Directors for the Consent Resolution.

A communication under this Section 6.17 may be delivered by email. An email communicating a vote, abstention, demand, or revocation under this section is considered to be written, signed, and dated for purposes of this section if the email is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Director; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 6.17, communications to the Association are not effective until received. Action taken pursuant to this Section 6.17 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.

ARTICLE VII - OFFICERS

7.1 Officers, Employees and Agents.

The officers of the Association shall be natural persons 18 years of age or over and shall consist of a president, a secretary, a treasurer, and such other officers, assistant officers, employees, and agents as may be deemed necessary by the Board. Officers other than the president need not be Directors. The same person may simultaneously hold more than one office.

7.2 Appointment and Term of Officers.

The officers shall be appointed by the Board at the annual meeting of the Board and shall hold office, subject to the pleasure of the Board, until the next annual meeting of the Board or until their successors are appointed, whichever is later, unless the officer resigns, or is removed earlier.

7.3 Resignation and Removal of Officers.

An officer may resign at any time by giving written notice of resignation to the Association. A resignation of an officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may: (a) (i) permit the officer to remain in office until the effective date; and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the officer at any time before the effective date; and (ii) fill the vacancy created by the removal. The Board may remove any officer at any time with or without cause. An officer who resigns, is removed, or whose appointment has expired may file a statement in the same form as provided in Section 5.8.

7.4 Vacancies of Officers.

Any vacancy occurring in any officer's position may be filled by the Board. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

7.5 President.

The president shall be a member of the Board and shall be the principal executive officer of the Association and, subject to the control of the Board, shall direct, supervise, coordinate and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The president shall preside at all meetings of the Board and of the Members of the Association.

7.6 Vice President.

The vice president, if any, may act in place of the president in case of his death, absence or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board or by the president.

7.7 Secretary.

The secretary shall be the custodian of the records and the seal, if any, of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports and other documents and records of the Association set forth in Section 9.3 are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board, and of committees of the Board; shall keep at the principal office of the Association a record of the names and addresses of the Members; and, in general, shall perform all duties incident to the office of secretary and such other duties as may, from time to time, be assigned to him by the Board or by the president. The Board may appoint one or more assistant secretaries who may act in place of the secretary in case of his death, absence or inability to act. The duties of the secretary may be delegated to an individual or a property management company.

7.8 Treasurer.

The treasurer shall be an Owner/Member of the Association and shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board may, from time to time, require; shall arrange for the annual report required under Section 9.6 of these Bylaws; and, in general, shall perform all the duties incident to the office of treasurer and such other duties as may from time to time be assigned to him by the Board or by the president. The Board shall appoint an assistant treasurer, who must also be a Member and may act in place of the treasurer in case of his absence, death, or inability to act. Certain duties of the treasurer may be delegated to a bookkeeper or a property management company, excepting the ability to sign checks or have access to any Association funds or securities. The only authorized signatures on such accounts and instruments shall be the treasurer and another officer as set forth by Resolution of the Board in compliance with this Section; however, both signatures are not required for the signing of checks. The Board has the duty to review the accounts of the Association on a regular basis, at a minimum annually, which includes but is not limited to, the dues that are collected, the expenditures that are made, the bank statements, financial statements and detail reports thereof.

The Association may retain a bookkeeper to balance the accounts, collect the dues, write the checks, prepare the financial statements and other duties as assigned by the Board. In any event, the bookkeeper shall not be a signer on the checks.

7.9 Bonds.

The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

7.10 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.

ARTICLE VIII - INDEMNIFICATION OF OFFICIALS AND AGENTS

8.1 Right of Indemnification.

The Association shall indemnify any Director, officer, employee, fiduciary and agent (including without limitation the property manager) to the fullest extent allowed the Acts, or any replacement Sections thereof.

8.2 Authority to Insure.

The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary, and agent against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

ARTICLE IX - MISCELLANEOUS

9.1 Amendment/Conflict.

These Bylaws and the Articles may be amended only by the Members, at any regular, annual, or special meeting of the Members by a majority vote of all the voting interests of the Association. In the case of any conflict between the Articles and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Declaration, the Articles and these Bylaws, the Declaration shall control.

9.2 Compensation of Officers, Directors and Members.

No Director shall have the right to receive any compensation from the Association for serving as a Director except for reimbursement of expenses as may be approved by resolution of disinterested members of the Board and except as may otherwise be approved by the Members. Officers, agents and employees shall receive such reasonable compensation as may be approved by the Board. Appointment of a person as an officer, agent or employee shall not, of itself, create any right to compensation.

9.3 Books and Records.

9.3.1 The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board; (b) a record of all actions taken by the Members or Board without a meeting; (c) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; (e) a copy of the Articles, Bylaws and Declaration, as the same may be amended; (f) electronic records of voting by paper or electronic ballot, and (g) a copy of the annual balance sheets and financial reports.

9.3.2 The Association shall maintain appropriate accounting records.

9.3.3 The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the names with the physical and email address of all Members: (a) in alphabetical order and (b) by lot number showing the number of votes each Member is entitled to vote.

9.3.4 The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

9.3.5 The Association shall keep a copy of each of the following records at its principal office and/or at the bookkeeper or a designated agent's office: (a) Declaration; (b) Articles; (c) Bylaws; (d) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (e) the minutes of all Member meetings; (f) records of all actions taken by the Members or the Board without a meeting; (g) all official written communications to Members for a period of three (3) years; (h) a list of the names, business or home addresses and email addresses of its current Members, Directors and officers; (i) a copy of its most recent annual report; and (j) all financial statements prepared for periods ending during the last three (3) years.

9.3.6 If the Association has an active website, the Association shall make the documents described in Subsection 9.3.5 available to all Members, free of charge, through the website; or, if the Association does not have an active website, make physical copies of the documents described in Subsection 9.3.5 available to Members upon reasonable notice during regular business hours at the Association's address registered with the Department of Commerce.

9.4 Inspection of Records.

9.4.1 A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 9.3.5: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

9.4.2 In addition to the rights set forth in Subsection 9.4.1, a Director or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 9.4.3; and (ii) gives the Association written demand.

9.4.3 A Director or Member may inspect and copy the records described in Subsection 9.4.2 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

9.4.4 Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

9.4.5 The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

9.4.6 This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article IX, to compel the production of corporate records for examination.

9.4.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 9.4.2 for any purposes other than those set forth in the demand made under 9.4.3.

9.4.8 The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

9.4.9 Member Request.

9.4.9.1 In a written request to inspect or copy documents, a Member shall include: (a) the Association's name; (b) the Member's name; (c) the Member's property address; (d) the Member's email address; (e) a description of the documents requested; and (f) any election or request described in Subsection 9.4.9.2.

9.4.9.2 In a written request to inspect or copy documents, a Member may: (a) elect whether to inspect or copy the documents; (b) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or (c) subject to Subsection 9.4.10, request that: (i) the Association make the copies or electronic scans of the requested documents; (ii) a recognized third-party duplicating service make the copies or electronic scans of the requested documents; (iii) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or (iv) the Association email the requested documents to an email address provided in the request.

9.4.10 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed: (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, ten cents (\$.10) per page and fifteen dollars (\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

9.4.11 If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for electronic delivery of copies of the original documents; and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

9.4.12 Subject to Subsection 9.4.13, if in response to a Member's request to inspect or copy documents, the Association fails to comply with a provision of this section, the Association shall pay:

(a) the reasonable costs of inspecting and copying the requested documents; (b) for items described Subsection 9.3.6, twenty-five dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and (c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

9.4.13 The Association is not liable for identifying or providing a document in error, if the Association identified or provided the erroneous document in good faith, including attorney fees. If a court of competent jurisdiction or any proceeding under Section 13.01 of the Declaration finds that the requesting Member or Director has acted unreasonably, in bad faith or has been willfully harassing the Association through the use of this Section 9.4 or other means, that Member or Director shall be liable for attorney fees and costs incurred by the Association in responding to those demands.

9.5 Scope of Inspection Right.

A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 9.3.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 9.3.3; and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth under Section 9.18), the Association shall email to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

9.6 Annual Report.

The Board shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place(s) of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

9.7 Statement of Account.

Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any

right, title or interest in a Lot, the Association shall give, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Section 9.18), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Living Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the Living Unit thereon. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

9.8 Annual Corporation Reports.

The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

9.9 Fiscal Year.

The fiscal year of the Association shall be the calendar year and shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board without amending these Bylaws.

9.10 Seal.

The Board may adopt a seal which shall have inscribed thereon the name of the Association and the words "SEAL" and "UTAH".

9.11 Shares of Stock and Dividends Prohibited.

The Association shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

9.12 Loans to Directors, Officers, and Members Prohibited.

No loan shall be made by the Association to its Members, Directors or officers, and any Director, officer or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

9.13 Limited Liability.

The Association, the Board, the Architectural Control Committee, and any agent or employee of the Association, the Board, or the Architectural Control Committee, shall not be liable to any person for

any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

9.14 Minutes and Presumptions Thereunder.

Minutes or any similar record of the meetings of Members or of the Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

9.15 Checks, Drafts, and Documents.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

9.16 Execution of Documents.

The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Said authorization must be in writing and pursuant to a Resolution of the Board.

9.17 Right to Inspect.

Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a properly designated voting Member of the Association.

9.18 Manner of Giving Notice.

Notwithstanding any other provision in the Declaration, Articles, Bylaws or rules and regulations, the Association may, in these Bylaws or by Resolution, specify the means in which it will provide notice to Owners. The Association has a menu from which to provide notice as follows: by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail.

Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

(a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;

(b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) six (6) days after it is

mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;

(c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;

(d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;

(e) when hand delivered, the notice is deemed effective immediately upon delivery; or

(f) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

Notwithstanding the above Section 9.18, paragraphs (a) through (f), as of the date hereof, all notices, ballots and any other official communications shall be through electronic mail ("email") as the officially recognized and binding form of communication, unless an Owner opts in writing for postal mail, the only recognized alternative to email. Email satisfies the communication requirements from the Association to a Member or a Director, and conversely, from a Member or a Director to the Association. In the event that the email from the Association to the Member is rejected or is undeliverable, and the issue cannot be easily and expeditiously resolved, the Association is entitled to send it via mail to the Member as provided in Section 9.18(b).

Each Member shall designate one official email address for their Lot in compliance with the Declaration and these Bylaws, which shall be used by the Association for all official communications from the Association to the Member, including but not limited to, for notices, ballots, dues and assessments. Conversely, the Association shall establish an official email address, depending upon the nature of the communication or ballot, showing the designated recipient thereof for the matter at hand, together with the email addresses of any Directors, officers or agents that must also be copied as the Board deems necessary. Notwithstanding anything to the contrary herein, to avoid mistakes and confusion, the Board shall not recognize faxes, phone calls, texting, social media, or other electronic forms of communication as satisfying the formal requirements for notices and voting, unless the alternative is specifically allowed or required in these Bylaws.

The Board may, as it deems necessary, by Resolution change the foregoing means (email) of giving notice and voting without amending these Bylaws, but only with proper notice to and input from the Membership at an annual meeting.

ARTICLE X - NOTICE AND HEARING PROCEDURE

10.1. Association's Enforcement Rights.

In the event of an alleged violation of the Declaration, these Bylaws, or the rules and regulations of the Association by a Member or occupant ("Respondent"), the Board shall have the right, upon an affirmative vote of a majority of all Directors, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted by law or equity or under the provisions of the Declaration, these Bylaws, or the rules and regulations of the Association. The failure of the Board or the Architectural Control Committee to enforce the rules and regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies

set forth and provided by law or equity or in the Declaration, these Bylaws, or the rules and regulations of the Association shall be cumulative, and none shall be exclusive.

10.2. Hearing.

(a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the rules and regulations of the Association, as set forth in the Notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The hearing shall be open to attendance by any Member of the Association to the extent of the permissible capacity of the hearing room.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the rules and regulations of the Association, or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board, and these matters shall be made a part of the record of proceedings.

(g) The Board may grant continuances on a showing of good cause.

(h) Whenever the Board has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board, the remaining Directors shall continue to hear and decide the case.

10.3. Decision.

If a Respondent fails to appear at a hearing, the Board may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board, the Board may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board controlling. A copy of the Notice of Adjudication of the Board may be posted by the Board at a conspicuous place in the Property, and a copy shall be provided by the president of the Association to each person directly involved in the matter and his attorney, if any, in accordance with the notice provision(s) set forth in the Declaration, if any. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of any Assessment of fine; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board of Directors. The Board

may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the Notice of Hearing; or (b) ten (10) days after the hearing required herein.

Nothing in this Article X shall deprive the Association or the Respondent of its right to proceed as specified in Section 13.01 of the Declaration.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The Black Boulder Mesa Property Owners Association, Inc., a Utah nonprofit corporation ("Association"); and

2. The foregoing Amended and Restated Bylaws constitute the Bylaws of the Association duly adopted by Resolution of the Board of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 19 day of MARCH, 2019.

RICHARD LARSEN
Secretary

STATE OF CA.
County of SANTA CRUZ ss-

On this 19th day of March, 2019, personally appeared before me Richard Larsen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the Secretary of the Black Boulder Mesa Property Owners Association, Inc., a Utah non-profit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

[Signature]
Notary Public

Notary Public
See Attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Santa Cruz

Subscribed and sworn to (or affirmed) before me
 on this 19th day of March, 2019,
 by Richard Larsen
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Zachary L. T. Gentry
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended and Restated Bylaws Document Date: 03/19/2019
 Number of Pages: 26 Signer(s) Other Than Named Above: _____

EXHIBIT 1
PROPERTY DESCRIPTIONS
BLACK BOULDER MESA
COVENANTS, CONDITIONS AND RESTRICTIONS
(Parcel and Lot numbers for reference on Record of Survey
attached hereto as Exhibit 4)

ORIGINAL DECLARATION (recorded October 23, 1997 as Entry No. 217211 in Book 336, Pages 544-586) (Subdivision Plat Phase 1 - Lots 1 - 10)

All in Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian:

W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-6) (Parcel 1)
NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-8) (Parcel 2)
NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-10) (Parcel 3)
E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-9) (Parcel 4)
SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-14) (Parcel 5)
SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-13) (Parcel 6)
NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-11) (Parcel 7)
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-12) (Parcel 8)
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-7) (Parcel 9)
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (ER-52-B-15) (Parcel 10)

ADDED BY 1st SUPPLEMENTAL DECLARATION (recorded June 29, 1999 as Entry No. 221006 in Book 347 at Pages 478-483)

Parcel 11:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-2-1)

ADDED BY 2nd SUPPLEMENTAL DECLARATION (recorded May 11, 2000 as Entry No. 223067 in Book 353 at Pages 108-111)

Parcel 24:

The Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-1)

Parcel 25:

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-2)

ADDED BY 3rd SUPPLEMENTAL DECLARATION (recorded October 30, 2000 as Entry No. 224177 in Book 356 at Pages 196-199)

Parcel 26:

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-3)

ADDED BY 4th SUPPLEMENTAL DECLARATION (recorded May 8, 2001 as Entry No. 225251 in Book 359 at Pages 331-334)

Parcel 27:

The Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-1-1)

ADDED BY 5th SUPPLEMENTAL DECLARATION (recorded April 9, 2002 as Entry No. 227303 in Book 366 at Pages 148-151)

Parcel 23:

The Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-5)

ADDED BY 6th SUPPLEMENTAL DECLARATION (recorded March 5, 2004 as Entry No. 232064 in Book 382 at Pages 0661-0666)

Parcel 20:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-16)

Parcel 21:

The Northeast Half of the West half of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5)

Parcel 22:

The Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-6)

ADDED BY 7th SUPPLEMENTAL DECLARATION (recorded August 30, 2004 as Entry No. 233381 in Book 387 at Pages 190-195)

Parcel 18:

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-3-1)

ADDED BY 8th SUPPLEMENTAL DECLARATION (recorded October 26, 2004 as Entry No. 233782 in Book 388 at Pages 326-329)

Parcel 29:

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-51-A-5-4)

ADDED BY 9th SUPPLEMENTAL DECLARATION (recorded November 16, 2004 as Entry No. 233941 in Book 388 at Page 852-855)

Parcel 28:

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-1)

ADDED BY 10th SUPPLEMENTAL DECLARATION (recorded June 7, 2006 as Entry No. 238985 in Book 403 at Page 8-11)

Parcel 30 (covenants restricting to one single family -- 80 acres)

The Northeast Quarter of the North half of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-53-B-6-3)

The Southeast Quarter of the Southwest Quarter; the East Half of the Northwest Quarter of the Southwest Quarter; and the East Half of the Southwest Quarter of the Southwest Quarter of Section 29, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-54-B-2)

ADDED BY 11th SUPPLEMENTAL DECLARATION (recorded June 1, 2007 as Entry No. 244881 in Book 415 at Page 468-471)

Parcel 19A:

The North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Northwest Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter; and the Northwest Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-17)

ADDED BY 12th SUPPLEMENTAL DECLARATION (recorded February 15, 2008 as Entry No. 250235 in Book 426 at Pages 678-682)

Parcel 19B:

The South half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter; and the Southeast Half of the Northeast Quarter of the Southeast Quarter of the

Southeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter; and the Southeast Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-18)

ADDED BY 13th SUPPLEMENTAL DECLARATION (recorded May 28, 2008 as Entry No. 251663 in Book 431 at Pages 752-758)

Lots 1 – 5: Long Neck Drive Subdivision Phase 1, Plat recorded December 28, 2007 as Entry 249441 (LNDS-1, LNDS-2, LNDS-3, LNDS-4, LNDS-5)

ADDED BY 14th SUPPLEMENTAL DECLARATION (recorded June 10, 2009 as Entry No. 254845 in Book 442 at Pages 281-300)

Parcel 16:

The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base & Meridian. (ER-52-B-19)

ADDED BY 15th SUPPLEMENTAL DECLARATION (recorded November 10, 2015 as Entry No. 267898 in Book 492 at Pages 802-807)

Parcel 34: (covenants restricting to agricultural use – 35 acres)

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter; and the Southeast Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-52-B-4)

The West half of the Southwest Quarter of the Southwest Quarter of Section 29, Township 33 South, Range 5 East, Salt Lake Base and Meridian. (ER-54-B)

ADDED BY 16th SUPPLEMENTAL DECLARATION (recorded December 1, 2015 as Entry No. 267959 in Book 493 at Pages 120-125)

Parcel 35: (covenants restricting to one single family - 130 acres)

Northwest Quarter of the Northeast Quarter; The Northeast Quarter of the Southeast Quarter of the Northeast Quarter; The Northwest Quarter of the Southeast Quarter of the Northeast Quarter; The North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter; The North Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter; The Northeast Quarter of the Southwest Quarter of the Northeast Quarter; The Northwest Quarter of the Southwest Quarter of the Northeast Quarter; The North Half of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter; The North Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; The East Half of the Southeast Quarter of the Northwest Quarter;

W 988.71 feet; thence S 89°55'07" W 399.05 feet to the centerline of Pinion Branch Drive West; thence along said centerline N 35°02'25" W 137.79 feet to the point of curvature on a 200.01 foot radius curve to the left; thence continuing along said centerline Northwesterly 133.37 feet along the arc of said curve (Chord Bears N 54°08'34" W 130.91 feet) to the point of tangency; thence continuing along said centerline N 73°14'47" W 52.12 feet; thence N 43°55'21" E 458.06 feet; thence N 00°05'49" E 454.17 feet to the point of beginning. (ER-52-B-21)

Parcel 13: Beginning at a point that is located N 89°05'58" E 1269.12 feet along the Quarter Section Line from the West Quarter corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 00°08'44" E 662.28 feet; thence N 89°53'06" E 317.09 feet; thence S 00°07'45" W 662.27 feet; thence S 00°04'50" W 454.17 feet; thence S 43°55'21" W 458.06 feet to the centerline of Pinion Branch Drive North; thence along said centerline the following five (5) courses and distances: (1) N 73°14'47" W 70.92 feet to the point of curvature on a 150.00 foot radius curve to the right, (2) Northwesterly 34.06 feet along the arc of said curve (Chord bears N 66°44'27" W 33.99 feet) to the point of tangency, (3) N 60°14'08" W 30.39 feet to the point of curvature on a 200.00 foot radius curve to the left, (4) Westerly 63.38 feet along the arc of said curve (Chord bears N 69°18'53" W 63.12 feet) to the point of tangency, and (5) N 78°23'38" W 47.81 feet; thence N 05°22'09" E 147.20 feet; thence N 43°55'21" E 314.65 feet; thence N 00°04'52" E 329.40 feet to the point of beginning. (ER-52-B-20)

ADDED BY 18th SUPPLEMENTAL DECLARATION (recorded August 4, 2017 as Entry No. 271405 in Book 0508 at Pages 0056-0061)

Parcel 15a:

BEGINNING AT A POINT THAT IS LOCATED N 89°52'58" E 1269.12 FEET ALONG THE QUARTER SECTION LINE AND S 00°04'52" W 1317.60 FEET ALONG THE SIXTEENTH SECTION LINE FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 73°14'47" E 52.12 FEET; TO THE POINT OF CURVATURE ON A 200.01 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS S 54°08'34" E, 130.91 FEET) TO THE POINT OF TANGENCY;

THENCE S 35°02'25" E 137.79 FEET; THENCE N 89°55'07" E 399.05 FEET; THENCE S 00°03'40" W 329.35 FEET; THENCE S 89°55'29" W 634.58 FEET; THENCE S 89°55'29" W 634.64 FEET; THENCE N 43°56'40" E 457.90 FEET; THENCE N 89°54'51" E 317.34 FEET; THENCE N 00°04'52" E 204.81 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.12 ACRES

ADDED BY 19th SUPPLEMENTAL DECLARATION (recorded October 6, 2017 as Entry No. 271853 in Book 510 at Pages 551-567) (Pasture Lots)

Pasture Lot 1:

Beginning South 0°04'44" West 658.39 feet along Section Line and North 89°47'48" West 736.90 feet from the East 1/4 corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 1°28'30" W. 945.09 feet to a point on a fence line and on the North line of a 50 foot parcel; thence North 89°35'26" W. 194.65 feet along said 50 foot parcel and fence line; thence North 1°48'42" W. 100.95 feet; thence N. 23°50'59" W. 923.46 feet; thence South 89°47'48" E. 595.57 feet to the Point of Beginning. Containing 8.16 acres, more or less (B-30-2)

Pasture Lot 2:

Beginning at a point that is N. 89°41'31" W. 660.82 feet and S. 00°05'24" W. 661.93 feet from the East Quarter Corner of Section 25, Township 33 South, Range 4 East, Salt Lake Base & Meridian; running thence S. 89°39'05" E. 117.57 feet to a point on an existing fence; thence the following seven (7) courses along said fence: (1) S. 16°30'39" E. 41.01 feet; (2) S. 21°41'51" E. 174.72 feet; (3) S. 31°48'26" E. 110.88 feet; (4) S. 12°16'47" E. 125.49 feet; (5) S. 14°52'59" E. 70.73 feet; (6) S. 33°44'51" E. 72.86 feet; and (7) S. 25°37'03" E. 99.47 feet to a fence corner; thence S. 25°37'03" E. 75.91 feet to a point on an existing road right-of-way; thence the following three (3) courses along said right-of-way: (1) S. 40°13'53" W. 10.58 feet; (2) S. 42°59'12" W. 242.74 feet; and (3) S. 81°44'44" W. 344.90' feet to the East line of Parcel B-30-2; thence N. 01°28'30" E. 942.24 feet along said East line; thence S. 89°39'05" E. 76.00 feet to the Point of Beginning. Containing 7.58 acres (B-32-1-1-1)

ADDED BY 20th SUPPLEMENTAL DECLARATION (recorded October 6, 2017, 2008 as Entry No. 271858 in Book 510 at Pages 0583-0589) (Long Neck Ph. 2 - Lots 6, 7, 8 And 9)

Lot 6:

All of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.
Containing 10.01 acres.

Lot 7:

All of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 10.01 acres.

Lot 8:

All of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 10.01 acres.

Lot 9:

All of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 10.02 acres.

ADDED BY 21st SUPPLEMENTAL DECLARATION (recorded December 6, 2017 as Entry No. 272186 in Book 511 at Pages 0903-0908) (West End)

Parcel 12A:

Beginning at the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 89°52'58" E 840.60 feet along the Quarter Section Line; thence S 00°04'58" W 279.85 feet; thence S 25°50'44" W 305.46 feet; thence S 65°46'27" W 254.64 feet; thence S 89°54'31" W 475.76 feet to the Section Line; thence N 00°04'58" E 658.28 feet along the Section Line to the Point of Beginning.

Containing 11.69 acres.

Parcel 12B:

Beginning at a point that is located S 00°04'58" W 926.45 feet along the Section Line from the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 00°04'58" E 268.17 feet along the Section Line; thence N 89°54'31" E 475.76 feet; thence N 65°46'27" E 254.64 feet; thence N 25°50'44" E 305.46 feet; thence N 00°04'58" E 279.85 feet to the Quarter Section Line; thence N 89°52'58" E 428.52 feet along said Quarter Section Line to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence S 00°05'52" W 329.34 feet along the One-sixteenth Section Line; thence S 43°55'21" W 314.65 feet; thence S 05°22'09" W 147.20 feet to the centerline of Pinion Branch Drive West; thence N 60°29'47" W 112.69 feet; thence S 55°31'38" W 150.64 feet; thence S 32°01'12" W 230.91 feet; thence S 89°55'12" W 693.25 feet to the Point of Beginning.

Containing 11.27 acres.

Parcel 14:

Beginning at a point that is located S 00°04'58" W 926.45 feet along the Section Line from the West Quarter Corner of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian; running thence N 89°55'12" E 693.16 feet; thence N 32°01'12" E 230.91 feet; thence N 55°31'38" E 150.64 feet; thence S 60°29'47" E 112.69 feet to the centerline of Pinion Branch Drive West; thence along said centerline the following five (5) courses and distances: (1) S 78°23'38" E 47.81 feet to the point of curvature on a 200.00 foot radius curve to the right, (2) Easterly 63.38 feet along the arc of said curve (chord bears S 69°18'53" E 63.12 feet) to the point of tangency, (3) S 60°14'08" E 30.39 feet to the point of curvature on a 150.00 foot radius curve to the left, (4) Southeasterly 34.06 feet along

the arc of said curve (chord bears S 66°44'27" E 33.99 feet) to the point of tangency, and (5) S 73°14'47" E 71.02 feet to the One-sixteenth Section Line; thence S 00°04'52" W 204.78 feet along said line; thence S 89°54'51" W 317.44 feet; thence S 43°56'40" W 457.98 feet to the One-Sixteenth Section Line; thence S 89°55'29" W 634.37 feet along said line to the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 30; thence N 00°04'58" E 390.22 feet along the Section Line to the Point of Beginning.

Containing 10.29 acres.

Parcel 17:

All of the Northwest Quarter of the Southeast Quarter of the Southwest of Section 30, Township 33 South, Range 5 East, Salt Lake Base and Meridian.

Containing 9.60 acres.

ADDED BY 22nd SUPPLEMENTAL DECLARATION (recorded December 6, 2017 as Entry No. 272194 in Book 0512 at Pages 0017-0026) (East End)

Parcel 31:

The E1/2 of the NW1/4 of the NW1/4, the SW1/2 of the SW1/4 of the SW1/4 of the NW1/4 of the NE1/4 of the NW1/4, and the NW1/2 of the NW1/4 of the NW1/4 of the SW1/4 of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. Containing 20.58 acres.

Parcel 32:

The SW1/2 of the N1/2 of the NE1/4 of the NW1/4 (the north line of said SW1/2 running from the Northwest Corner to the Southeast Corner of said N1/2), the NE1/2 of the S1/2 of the NE1/4 of the SW1/4 of the NE1/4 of the NW1/4 (the south line of said NE1/2 running from the Northwest Corner to the Southeast Corner of said S1/2), the N1/2 of the NE1/4 of the SW1/4 of the NE1/4 of the NW1/4, and the N1/2 of the SE1/4 of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian. LESS AND EXCEPTING the SW1/2 of the SW1/4 of the SW1/4 of the NW1/4 of the NE1/4 of the NW1/4 of said Section 32. Containing 16.53 acres.

Parcel 33:

Beginning at the Southwest Corner of the NE1/4 of the NW1/4 of Section 32, Township 33 South, Range 5 East, Salt Lake Base & Meridian; running thence N 00°05'40" E 495.42 feet along the 1/16th section line to a 1/1024th corner; thence N 45°00'23" E 233.05 feet to a 1/1024th corner; thence S 89°52'20" E 164.54 feet along the 1/64th section line to a 1/256th corner; thence S 00°05'40" W 165.15 feet along the 1/256th section line to a 1/1024th corner; thence S 63°13'31" E 368.29 feet to a 1/256th corner; thence S 89°52'05" E 658.15 feet along the 1/256th section line to a 1/256th corner; thence S 00°05'38" W 330.37 feet along the 1/4 section line to a 1/16th corner; thence N 89°51'50" W 454.49 feet along the 1/16th section line; thence N 00°08'10" E 199.30 feet; thence N 89°51'50" W 300.00 feet; thence S 00°08'10" W 199.30 feet to the 1/16th section line; thence N

89°51'50" W 561.81 feet along the 1/16th section line to the Point of Beginning.
Containing 11.42 acres.

**ADDED BY 23rd SUPPLEMENTAL DECLARATION (recorded _____, 2018 as
Entry No. _____ in Book ____ at Pages ____ - ____) (Ponderosa Trail)**

Ponderosa Trail Parcel 1:

Beginning at a point North 00°04'52" East 988.69 feet along the Section line from the Southwest corner of Section 30, Township 33 South, Range 5 East of the Salt Lake Base and Meridian, and running thence North 00°04'52" East 327.97 feet along said Section line; thence North 89°55'51" East 1269.11 feet; thence South 00°04'50" West 329.435 feet; thence South 89°59'06" West 1168.16 feet; thence North 89°51'50" West 100.95 feet to the said Section line and the point of beginning. Containing 9.580 acres more or less. Tax ID #ER-52-B-5-1-1 (Thalmann)

Ponderosa Trail Parcel 2:

Beginning at a point North 00°04'52" East 988.69 feet along the Section line and South 89°51'50" East 100.95 feet from the Southwest corner of Section 30, Township 33 South, Range 5 East of the Salt Lake Base and Meridian, and running thence North 89°59'06" East 1168.16 feet; thence South 00°04'50" West 369.435 feet; thence South 89°57'19" West 1024.60 feet; thence North 21°08'26" West 396.62 feet to the point of beginning. Containing 9.305 acres more or less. Tax ID #ER-52-B-5-1 (Oberhansly)