

AMENDED AND RESTATED BYLAWS
of the
BRIDGER JACK MESA SUBDIVISION
PROPERTY OWNERS ASSOCIATION

These **AMENDED AND RESTATED BYLAWS OF THE BRIDGER JACK MESA SUBDIVISION PROPERTY OWNERS ASSOCIATION** were approved by a majority of the Trustees-eligible to vote at a Meeting of the Trustees on December 10, 2016, and affect real property located in the San Juan County, Utah, and more particularly described as:

The following parcels of land located in Section 36, Township 27 South, Range 22 East, Salt Lake Meridian, Utah:

Lots 3 (00038000030) through 46 (000380000460), Phase II, Bridger Jack Mesa Subdivision, according to the Final Plat thereof, as amended, recorded in the real property records of San Juan County, Utah.

Noted 4/10/17

ARTICLE I
Introduction and Purpose

1.1 Effect. These Amended and Restated Bylaws are adopted for the regulation and management of the affairs of the Bridger Jack Mesa Subdivision Property Owners Association and shall supersede and replace all prior Bylaws, as amended, of the Association, which prior Bylaws and amendments shall be of no further force and effect.

1.2 Purpose. The Association shall be authorized to do any lawful act and whatever may be deemed necessary, or advisable to accomplish, promote and enforce the Bridger Jack Mesa Subdivision Covenants, Conditions, and Restrictions ("CC&Rs"), including but not limited to:

- a. Enforcing any and all covenants, conditions, and restrictions imposed at any time on the residential lots in Bridger Jack Mesa Subdivision, for the general benefit of the owners thereof;
- b. Paying all taxes, utilities, charges, assessments and other levies upon property owned or managed by the Association, if applicable;

- c. Making and collecting charges and assessments by which to further the foregoing objects and purposes; and
- d. Providing informational services for Members.

ARTICLE II Definitions

To supplement the definitions provided for in the CC&Rs, the following terms shall have the meaning set forth below; provided, however, that, except as otherwise specifically provided in these Bylaws and the CC&Rs, all terms used herein shall have the same definition as in the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act:

2.1 Assessment. Assessment shall mean a charge imposed or levied by the Association on or against a Lot pursuant to the Governing Documents, including each Owner's share of the Association's Common Expenses. Assessments shall include both General and Special Assessments.

2.2 Association. The Association shall mean and refer to the Bridger Jack Mesa Subdivision Property Owners Association, its successors and assigns, a Utah Community Association, created on May 1, 2000 by filing Articles of Incorporation with the Utah Division of Corporations.

2.3 Board of Trustees. The Board of Trustees shall mean the entity with primary authority to manage the affairs of the Association, as designated in the Governing Documents. Board of Trustees shall have the same meaning as "Board of Directors" as used in the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

2.4 Common Expenses. Common Expenses shall mean and refers to all costs incurred the Association to exercise any of the powers provided for in the Association's Governing Documents.

2.5 CC&Rs. CC&Rs shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Bridger Jack Mesa Subdivision, Phase II, as recorded on April 14, 2015 at Entry No. 123877 in the real property records of San Juan County, and as maybe amended time to time. CC&Rs shall have the same meaning as "Declaration" as used in the Utah Community Association Act.

- 2.6 Governing Documents. Governing Documents shall mean the Articles of Incorporation, these Bylaws, the CC&Rs, the Plat, and any Policies and Procedures adopted by the Association, as they may be amended.
- 2.7 Lot. Lot shall mean and refer to Lots 3 through 46, Phase II, Bridger Jack Mesa Subdivision, according to the Plat of the Property, as amended, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area. Lots 1 and 2, Phase I, Bridger Jack Mesa Subdivision, are excepted from the CC&Rs and the Association.
- 2.8 Majority Vote of the Members. Majority Vote shall mean fifty-one percent (51%) or more of the Members eligible to vote; provided however, that a Majority Vote is valid only if a quorum has been reached, as more specially described in Article 4.
- 2.9 Member. Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably herein.
- 2.10 Member in Good Standing. A Member whose dues, assessment and unresolved violation that have been duly noted, is current and paid in full.
- 2.11 Notice. Except as otherwise stated in the Governing Documents, Notice shall be made by transmitting information by U.S. mail or electronic mail to the Owner's mailing or email address, as it appears in the records of the Association. All notices to the Association or the Board shall be delivered to the Association's Registered Agent, on record with Utah's Division of Corporations.
- 2.12 Notice and Hearing. Notice and Hearing shall mean written notice delivered to an Owner(s) at the last known address of record via certified U.S. Mail, return receipt requested, and an opportunity to be heard at a Special Meeting of the Board of Trustees, to be held within thirty (30) days after Notice is given. The Notice shall include the Hearing date, location, time, and agenda.
- 2.13 Officer. Officer shall mean a person with the responsibility of performing the duties and functions of an office, as more specifically described in Article VII.
- 2.14 Owner. Owner shall mean the owner of record title, whether one or more persons or entities to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. The terms "Member" and "Owner" may be used interchangeably herein.

2.15 Plat. Plat shall mean the Final Plat for Phase II of the Bridger Jack Mesa Subdivision, recorded in the real property records of San Juan County, on May 30, 1995, as amended.

2.16 Property. Property shall mean Lots 3 through 46, Phase II, Bridger Jack Mesa Subdivision and the property described in or subject to the CC&Rs together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon. Lots 1 and 2, Phase I, Bridger Jack Mesa Subdivision, are excepted from the CC&Rs and the Association.

2.17 Policies and Procedures. Policies and Procedures shall mean those policies, procedures, and rules and regulations adopted by the Association pursuant to the Act, concerning: (I) Collection of unpaid assessments; (II) Handling of conflicts of interest involving the Trustees; (III) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles; (IV) Enforcement of CC&Rs and rules, including notice and hearing procedures and the schedule of fines; (V) Inspection and copying of association records by the Owners; (VI) Investment of reserve funds; (VII) Procedures for the adoption and amendment of policies, procedures, and rules; and (VIII) Procedures for addressing disputes arising between the Association and the Owners.

2.18 Trustee. Trustee shall mean a Member of the Board of Trustees, as designated in the CC&Rs. Trustee shall have the same meaning as "Director" and "Board Member" as used in the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

ARTICLE III Membership

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Voting. Each Lot shall have one (1) vote, regardless of the number of Owners or its size.

For Lots owned by an entity or more than one person, said Owner shall specify in writing to the Secretary the name of the person or Member eligible to vote for said Lot. Fractional and cumulative voting are prohibited. Members must be in good standing with the Association at least ten (10) days prior to voting on any proposed action. No votes allocated to a Lot owned by the Association may be cast.

3.3 Suspension of Voting Rights. The Board may suspend a Member's voting rights, only after Notice and Hearing, during any period of violation of any provision, term, or condition of the Governing Documents, including non-payment of an Assessment or other violation.

a. In the event of a non-payment of Assessment, the Board shall provide written Notice to the Owner that describes the violation and set a thirty (30) day deadline for compliance.

b. In the event of another violation the Board shall provide written Notice to the Owner that describes the violation and set a thirty (30) day deadline for compliance ("Compliance Deadline") and a Hearing date within sixty (60) days of the Compliance Deadline if the Owner fails to cure the violation. The Hearing shall be open to the Members; however, the Board has no obligation to Notice the Members of the Hearing.

ARTICLE IV **Meetings of Members**

4.1 Annual Meetings: A meeting of the Members of the Association shall be held annually on the date, at the address, and at the time determined by the Board. At these meetings, the Trustees shall be elected by the Members, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at these meetings, including without limitation: approving, disapproving and amending budgets for Assessments, revenues, expenditures, and reserves; making contracts and incurring liabilities; exercising any other powers conferred by the CC&Rs or Bylaws; and exercising any other powers necessary and proper for the governance and operation of the association.

4.2 Special Meetings: Special Meetings of Members may be called at any time by the President, twenty-five percent (25%) of the Board of Trustees (the "Board"), or not less than twenty-five percent (25%) of the Members of the Association, to be held at a convenient place in Grand or San Juan County, Utah or through the Action without a Meeting procedure set forth herein. Upon receipt of a request in writing that complies with the requirements herein, the Secretary shall fix a time and place for such meeting which shall be not less than 10 nor more than 60 days after the receipt of such request, and shall cause written Notice thereof, setting forth the time and place and purpose of the meeting, to be given each Member by personal delivery or by mail or email to the last address, giving the Secretary of the Association, at least 15 days prior to the time fixed for such meetings. If the Secretary shall neglect or refuse to issue such Notice, the President, the Board or the Members making the request may do so.

4.3 Notice of Meetings: Written Notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand-delivering, mailing or emailing, to the last known address on record, a copy of the Notice to each Member eligible to vote as follows: for Annual Meetings of the Members, not less than thirty (30) days before the meeting; for Special Meetings of the Members, not less than ten (10) days before the meeting. The Notice shall specify the time, place, and purpose of the meeting as well as a description of all items on the agenda, including any matter to be voted upon by the Members. Email notice is preferred. Notices are deemed received by the Trustees upon mailing via U.S. Mail, postage prepaid, or upon sending for electronic mail unless a notice of rejection from an email server is received.

4.4 Waiver of Notice. Any Member may, at any time, waive Notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of Notice. A Member's attendance at a meeting also (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 Notice, unless the member objects to considering the matter when it is presented.

4.5 Quorum: At a properly noticed meeting, those attending in person, by call in or other electronic means, or by proxy of twenty-five percent (25%) shall constitute a quorum for the transaction of business. Members shall register upon entering members' meetings and proxies noted. If at any meeting there shall be less than a quorum present, a meeting may still be held without formal action taken or a majority of those present may adjourn the meeting.

4.6 Proxies: The vote allocated to a Lot may be cast under a general proxy duly executed by the Member eligible to vote. All proxies shall be in writing, signed, and filed with the Secretary or designee of the Association prior to or at the start of the meeting or prior to expiration of the 60 Day Time frame for any action without a meeting. An email proxy is insufficient unless it contains the signature of the Member eligible to vote. Appointment of a proxy is revoked by the Member appointing the proxy through attendance at any meeting and voting in person, or written revocation delivered to the Secretary. A proxy terminates eleven (11) months after its date, unless it provides otherwise.

4.7 Actions Requiring Majority Vote of Members: A Majority Vote of the eligible Members represented at a meeting at which a quorum is present shall be required for the Association to transact all business unless a higher percentage is otherwise specified in the Governing Documents.

4.8 Actions Requiring More Than a Majority Vote of Members: The following actions require the written consent of a specified percent of the Members, at a duly called meeting of the Members to transact the specified business:

- a. Amendment, in whole or in part, of the Articles of Incorporation, or the CC&Rs requires an affirmative vote of sixty-seven percent (67%) of all the eligible Members; and
- b. Enforcement of the CC&Rs and Bylaws at a cost to the Association in excess of \$5,000.00 requires an affirmative vote of sixty-seven (67%) of the Members eligible to vote;
- c. Dissolution of the Association.

4.9 Action without Meeting. Any action required or permitted herein to be taken at a Members' Meeting may be taken without a meeting if the Members consent to such action being taken without a meeting and vote for or against the action in writing. In the absence of unanimous consent to the action being taken without a meeting, the Association may still proceed if the action is approved by Majority Vote and only after the Association provides written notice to the Members that the action passed and the Association is proceeding with the stated action at least ten (10) days prior to the consummation of the action.

- a. Action taken pursuant to this Section 4.9 shall be effective only if all written consents on which the Association relies for the taking of an action are received within a sixty (60) day timeframe.
- b. Action taken pursuant to this section shall be effective when the last Member's written consent is received by the Association, unless the writings describing and consenting to the action state a different effective date. Any Member may revoke his or her Member's written consent, in writing, if such revocation is received by the Association before the last writing necessary to effect the action is received by the Association.
- c. Action taken under this Section 4.9 shall have the same effect as action taken at any meeting of the Members and may be described as an action taken at a meeting of Members in any document.

4.10 Rejection of Vote by Association. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Owner. In such an event, the Association is not liable in damages for the consequences of any acceptance or rejection, and which is valid unless a court of competent jurisdiction determines otherwise.

4.11 Voting Procedures. At in-person meetings, Members may vote by voice, by show of hands, or by written ballot, as determined by the President, whether by the Member himself or his directed proxy, which vote and procedure shall be memorialized in the Meeting Minutes by the Secretary. For action taken without a meeting, pursuant to Section 4.9 above, Members may vote by written ballot either mailed or transmitted electronically to the Association.

ARTICLE V Board of Trustees

5.1 Powers: The Board shall be responsible for the following management activities and shall be composed of eight to ten Members. The Powers of the Board shall include:

- a. Subject to Section 10.2 below, preparing and adopting the Association's annual Budget, which Budget may become effective by the majority vote of the Trustees and need not be presented to the Members for disapproval so long as it does not increase or decrease the annual Assessments by more than twenty-five percent (25%) of the prior year's assessments;
- b. Adopting and amending the Bylaws, Rules and Regulations, Policies and Procedures, including penalties for violations, subject to any requirements of the Governing Documents;
- c. Keeping and maintaining full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- d. Filling unexpired vacancies on the Board of Trustees, Officers and committee chairs and members, to act until the end of such unexpired term;

- e. Collecting assessments, which shall include filing liens as set forth in the CC&Rs;
- f. Instituting or defending in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association, on matters affecting the Association;
- g. Making contracts, administering financial accounts and incurring liabilities in the name of the Association;
- h. Acquiring, holding, encumbering, and conveying, in the Association's name and in the ordinary course of business, any right, title or interest to real property, pursuant to the Governing Documents, if any;
- i. Borrowing funds, accepting donations, and otherwise securing loans with an interest in future Assessments, from a third-party, bank, Trustee, or Member, in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Governing Documents, and to execute all such instruments evidencing such indebtedness as the Board of Trustees may deem necessary and give security therefore subject to the requirements set forth in the CC&Rs;
- j. Providing for the indemnification of the Association's Trustees and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;
- k. Supervising all persons acting on behalf of and/or at the discretion of the Association;
- l. Procuring and maintaining insurance as set forth in the Governing Documents;
- m. Exercise any other powers conferred by the Governing Documents; and
- n. Enforcing of the CC&R's.

5.2 Restrictions on the Powers of the Board. Notwithstanding the provisions of Section 5.1, the Board may specifically not cause the Association to take any of the following actions without a Majority Vote of the Members:

- a. Sell, exchange, or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust, or trust indenture) all or substantially all of the Association's assets;
- b. Acquire or hold any right, title or interest to real property;
- c. Foreclose on an Association Lien;
- d. Borrow funds or secure loans in amounts of more than five thousand dollars (\$5,000) from a third party, bank, Trustee or Member;
- e. Enter into, bind or otherwise obligate the Association to any contract, agreement, settlement, or course of action which could have a term of greater than ninety (90) days or aggregate value of more than five thousand dollars (\$5,000.00);

5.3 Number and Term of Trustees: The exact number of trustees shall be fixed within such limits and from time to time by the Board at any regular or special meeting. The term of trustees shall be a minimum of one year. A term shall expire following the attendance of the annual meeting of the Board. Not more than fifty percent (50%) of the terms of the trustees shall expire in any one year. A trustee may not serve more than two (2) consecutive terms without at least a year of absence from the Board. Each Board Trustee shall hold office until his/her successor shall have been elected and qualified or until he/she is removed or resigns in accordance with the provisions of the Bylaws.

5.4 Qualification.

- a. Members, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board. No more than one (1) Owner, Spouse, or Cohabitant for any Lot may serve on the Board at the same time.
- b. If any Lot is owned by a legal entity, such as a partnership, corporation or trust; any officer, partner or Trustee of that Member shall be eligible to serve

as a Trustee and shall be deemed to be a Member for the purposes of these Bylaws.

- c. Once elected, a Trustee may not be more than sixty (60) days delinquent in payment of any Assessment or miss more than three (3) consecutive Board meetings.
- d. Pursuant to Section 5.6, any Trustee who is no longer qualified to serve pursuant to the terms in this Section 5.4 may be removed from the Board by a Majority Vote of its Trustees, at the Board's sole discretion.

5.5 Resignation of Trustees. Any Trustee may resign at any time by giving written notice to the President or Secretary stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

5.6 Removal of Trustees.

a. By the Members. The Members may remove one or more Trustees, or the entire Board of Trustees, at a Meeting of Members, with or without cause, by a Majority Vote of the Members. Notice of the Meeting shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the Trustees sought to be removed, as provided herein. Trustees sought to be removed may be present at this meeting and, if present, shall be given the opportunity to speak to the Members prior to a vote to remove being taken. Failure of a Trustee to attend the Special Meeting of Members shall not invalidate the affirmative vote for removal.

b. By the Board. The Board may remove one or more Trustees only if the Trustee(s) are no longer qualified to serve, pursuant to Section 5.3 above, by a vote of a majority of the Board. Notice of the Meeting shall set forth that the meeting is being conducted for that purpose and shall be provided to every Trustee, including the Trustee(s) sought to be removed, as provided herein. A Trustee sought to be removed may be present at this meeting and, if present, shall be given the opportunity to speak to the Board prior to a vote to remove being taken. Failure of a Trustee to attend the Special Meeting of the Board shall not invalidate the affirmative vote for removal.

5.7 Vacancies. Vacancies on the Board caused by a vote of the Board may be filled by appointment by a majority vote of the Board at any time after the occurrence of the vacancy, even if the Trustees present at the meeting may constitute less than a quorum to enable the Board to best administer the Association. A Trustee appointed or elected by the Board shall serve on

the Board of Trustees until the next Annual Meeting of the Members. A Trustee appointed or elected by the Members shall serve a full term.

5.8 Compensation. A Trustee may receive compensation for services they render to the Association upon a Majority Vote of the Board. A Trustee shall also be reimbursed for actual expenses incurred in the performance of Association duties without a Majority Vote in an amount not to exceed one hundred dollars (\$100) in each fiscal year after receipt and review of all invoices and receipts by the Secretary and Treasurer. All expenses incurred by a Trustee exceeding \$100 in any one fiscal year shall be approved by a Majority Vote of the Board prior to reimbursement.

5.9 No Waiver. The omission or failure of the Association or the Board to enforce the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board shall have the right to enforce the same at any time.

ARTICLE VI Meetings of Trustees

6.1 Regular Meetings: The Board may hold an Annual Meeting of the Board immediately after the Annual Meeting of the Members as well as one additional Regular Meeting of the Board at a time and place of the Board's determination. New trustees will be installed and Officers elected at the Annual Meeting of the Board.

6.2 Special Meetings of the Trustees: Special meetings of the Board may be held at the call of the President, or at the request of two or more members of the Board.

6.3 Notice of Board Meetings. The Secretary shall provide Trustees with written notice of the date, time, and place of and agenda for any Board meeting as follows: for Regular Meetings, not less than ten (10) days before the meeting; for Special Meetings, not less than five (5) days before the meeting. Email notice is preferred. Notices are deemed received by the Trustees upon mailing via U.S. Mail, postage prepaid, or upon sending for electronic mail unless a notice of rejection from the server is received. Meetings of the Board may be held without notice to the Owners.

6.4 Quorum: Each Trustee shall have full voting rights. A quorum shall consist of a majority of the Trustees. If any meeting of Trustees cannot be organized for want of a quorum, a majority of the trustees present at the meeting may adjourn the meeting until a quorum shall attend.

6.5 Open Meetings: All meetings of the Board, or any committee thereof, shall be open to attendance by Members, as provided under the Act. The Trustees or any committee of the Board

may hold an executive or closed door session and may restrict attendance to the Trustees and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. Prior to the time the Trustees or any committee of the Board convene in executive session, the President shall announce the general matter of discussion. No rule or regulation of the board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session. The matters to be discussed at such an executive session shall include only the following matters:

- a. Matters pertaining to employees of the Association or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
- b. Consultation with legal counsel concerning disputes that are the subject of pending, imminent, or contemplated court proceedings, other legal action, or matters that are privileged or confidential between attorney and client;
- c. Investigative proceedings concerning possible or actual criminal misconduct;
- d. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and
- f. Review of or discussion relating to any written or oral communication from legal counsel that the majority of the Board determines is in the best interest of the Association to protect as confidential.

6.6 Attendance by Telecommunication. A Trustee may attend a meeting of the Board by using an electronic or telephonic communication method so long as the Trustee can participate in the deliberations of the other Trustees on any matter properly brought before the Board. In such an event, the Trustee is deemed present and shall be counted for purposes of establishing a Quorum and allowed to vote.

6.7 Proxy: For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a Trustee may sign, in writing, a proxy to be held by another Trustee. The proxy shall authorize the other Trustee to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. A Trustee may not vote by general proxy.

6.8 Action without Meeting. Any action required or permitted by the Board may be taken without a meeting only if each Trustee in writing consents to action being taken without a meeting and votes for or against the action.

- a. Action taken pursuant to this Section 6.8 shall be effective only if all consents on which the Association relies for the taking of an action are received within a thirty (30) day timeframe.
- b. Any Trustee who has signed a writing pursuant to this section may revoke such writing by a writing signed and dated by the Trustee describing the action and stating that the Trustee's prior vote with respect thereto is revoked, if such writing is received by the Association before the last writing necessary to effect the action is received by it. Such action shall be effective when the last writing necessary to effect the action is received by the Association unless the writings describing the action taken state a different effective date.
- c. Action taken under this Section 6.8 shall have the same effect as action taken at any meeting of the Board of Trustees and may be described as an action taken at a meeting of the Board in any document.

6.9 Voting Procedures. At in-person meetings, Trustees may vote by voice or by show of hands, whether by the Trustee himself or his directed proxy, which vote and procedure shall be memorialized in the Meeting Minutes by the Secretary. For action taken without a meeting, pursuant to Section 6.8 above, Trustees may vote by written ballot either mailed or transmitted electronically to the President and Secretary.

ARTICLE VII Officers

7.1 Enumeration of Offices. The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer which Officers shall be Trustees. Any two (2) offices, except the offices of President and Secretary, may be held by the same person.

7.2 Election and Term of Officers. The Membership shall elect the Officers for a one (1) year term, or until a successor is appointed, at the Annual Meeting of the Board.

7.3 Special Appointments. The Board may elect 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 determine. A specially appointed Officer need not be a Member or Trustee.

7.4 Resignation and Removal. Any Officer may be removed from office with or without cause by a majority vote of the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

7.5 Vacancies. A vacancy in any office may be filled by a majority vote of the Board. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he replaces.

7.6 President. The President shall preside at all meetings of the Board. He/She shall have such powers and duties as the Board may from time to time direct. The position of the President shall be established by the Board as the officer of the Association to run daily operations of the Association. The President shall from time to time make reports of the affairs of the Association to all trustees and members. The President shall serve at the discretion of the Board. He/She may hold a position on the Board, not subject to term limitations. The President, as a trustee, may vote on all matters, except those pertaining to his/her performance or conduct.

The President shall provide the Board with an annual operating plan and budget for approval by the annual meeting of the budget year. He/She shall sign checks and instruments on behalf of the Association as outlined in these Bylaws. He/She shall preside over annual meetings of the Association.

7.7 Vice-President. The Vice-President shall possess the powers and may perform the duties of the President in the event of his/her absence or inability for any reason to act. The Vice-President shall have such titles and shall do and perform such other duties, as may be from time to time assigned to him/her by the Board. If there shall be more than one Vice-President of the Association at the same time, such Vice-Presidents have equal seniority unless otherwise determined by the Board.

7.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and make due record thereof, shall countersign all deeds and other documents requiring the signature of the Secretary of the Association. The Secretary shall be a signatory on all bank accounts (in addition to the President and whoever else is designated by the Board). In the absence of the Secretary at any meeting of the Board, the minutes may be kept by a temporary secretary appointed for that purpose.

7.9 Treasurer. The Treasurer shall give all notices required by statute, by law or resolution and shall perform such duties as may be delegated by the Board. If this position is vacant, the President will hold this position. The Treasurer, may be assisted by a paid outside professional. All corporate funds, securities and books belonging to the Association shall be kept with the

Treasurer and they shall contain full and accurate accounts of all receipts and disbursements; and shall oversee the deposit of all moneys, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board. The Treasurer shall oversee the disbursement of such funds of the Association as may be ordered and shall render to the President and Board at the regular meeting of the Board, and whenever requested by them, an account of all transactions of the Treasurer, and of the financial condition of the Association. The Treasurer shall also manage records. If required by the Board, the Treasurer shall deliver to the President and shall keep in force a bond in form, amount and with a surety of sureties satisfactory to the Board, conditioned upon the faithful performance of the Treasurer's duties. In case of death, resignation, retirement or removal from office of the Treasurer, all books papers, vouchers, money and property of whatever kind in the possession or under control of the Treasurer, which belong to the Association, shall be returned to the Association. The Board has the power to request outside expertise to audit the financial records of the Association.

ARTICLE VIII **Conflict of Interest Policy**

8.1 Mitigation of Conflict. All Trustees, Officers, and Members of the Association must mitigate conflicts of interest in their transactions with the Association. For purposes of this Section VIII, a conflict of interest means "a situation in which someone in a position of trust has ongoing or current competing professional or personal interests. Such competing interests can make it difficult to fulfill his or her duties impartially." Conflicts of interest may be financial in nature but need not be. For purposes of this Article VIII, a current conflict includes all conflicts within the preceding two years.

8.2 Disclosure and Recusal. A conflicted Trustee, Officer, or Member acting for the Association shall disclose the nature of the conflict and recuse himself from considering, lobbying, and voting on any Association business with which he has a conflict. The Conflicted Trustee, Officer, or Member may be counted as present for the purposes of establishing a Quorum in any meeting on which an interested transaction is considered or voted upon.

8.3 Automatic Conflict. The Association may contract with Trustees, Officers, or Members to perform various services for the Association pursuant to express, written contracts. The contracted Member has an automatic conflict of interest regarding the subject and terms of the contract, his payment or rate, and his employment status.

ARTICLE IX

Signing of Checks, Notes, and Execution of Instruments

- 9.1 Checks: Checks shall be signed by the President, Vice-President, Secretary and Treasurer or by any additional employee or Trustee that the Board may prescribe.
- 9.2 Notes: Except as set forth in Section 9.3 below, authorization to sign notes, to establish lines of credit and other forms of indebtedness shall be established by the Board by resolution on an annual basis and/or as necessary. The person authorized to sign and the limits of such authority shall be identified in the resolution, approved by a Majority Vote of the Trustees at a duly called meeting of the Trustees at which there is a Quorum.
- 9.3 Execution of Instruments: The President is empowered to sign routine contracts or instruments, specifically those which bind the organization as set forth otherwise herein or as specifically authorized by the Board. The execution of any substantial contract, conveyance or other instrument, specifically which binds the organization must be authorized by the Board. Another officer of the Board shall be empowered by resolution to execute the same in the name of and behalf of this corporation and may affix the corporate seal thereto.

ARTICLE X

Budget and Assessments

- 10.1 Assessments, generally. For the purpose of securing funds to meet the capital outlays, operating expenses and other expenditures required to accomplish the objects and purposes authorized in these Bylaws, the Board shall be authorized to determine and levy charges and assessments against each and every Lot and the Owners thereof, which assessments shall be based on the Budget adopted pursuant to this Article X.
- 10.2 Annual Budget. At least annually the Board shall prepare and adopt a budget for the Association, which Budget may become effective by the majority vote of the Trustees and need not be presented to the Members for disapproval so long as it does not increase or decrease the annual Assessments by more than twenty-five percent (25%) of the prior year's assessments. If the Budget increases or decreases the annual Assessments by more than twenty-five percent (25%) of the prior year's assessments, then the Board shall present the adopted budget to the Members at a Meeting of the Members and provide an opportunity for the Members to disapprove the same. A budget is disapproved by the Members if at the Meeting where the budget was first presented or a Special Meeting called within forty-five (45) days of the Meeting where the budget was first presented, there is a vote of disapproval by at least fifty-one percent (51%) of the Members. If the Budget is disapproved as provided herein, the budget that the

Board last adopted that was not disapproved by the Members continues as the budget until and unless the Board presents another budget to Members, which budget is not disapproved.

10.3 Notice and Payment. The Board shall notify each Owner in writing as to the amount of the Annual Assessment against each Lot on or before January 1 of each year. If the budget is adopted by a Majority Vote of the Members at an Annual Meeting of the Members, then the notice required hereunder is satisfied. Payments shall be made annually. The failure of the Board to provide timely notice of an assessment due herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment.

10.4 Allocated Interests. Charges and assessments shall be determined and levied equally against Lots 3 through 46, and each said Lot shall be subject to said charges and assessments at the time such determination is made.

10.5 Special Assessments. In addition to the annual general Assessments authorized above, the Board may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any special Common Expense, as deemed necessary and appropriate by the Board. This Section does not limit the right of the Board to make emergency expenditures in a fiscal year without a Majority Vote of the Members provided however in the case of an emergency where access is significantly impaired or there is an imminent threat of road failure the Trustees may take action to make necessary temporary repair and assess the members accordingly so long as such expenditure shall not cause the Association to exceed its Budget for that fiscal year or exceed the amount held in the Reserve Fund.

10.6 Lot Specific Assessments. The Association shall have the right to add to any Owner's Assessment, those amounts expended by the Association for the benefit of any individual Lot and the Owner thereof, including, but not limited to: fines, improvement, repair, replacement and maintenance of a Lot that an Owner has failed to perform (after notice as provided in the Governing Documents).

10.7 Default Assessments. Any Assessment, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date hereof, as established by the Board, shall be a Default Assessment. Default Assessments shall bear interest at the rate of ten percent (10%) per annum from its due date. In addition, the Association may assess a reasonable late charge for each month in default, as determined by the Board, to reimburse the Association for its administrative burden. Notice of the amount and due date of such Default Assessment

shall be submitted to the Owner if the Assessment remains overdue for more than ten (10) days after the due date.

10.8 Personal Obligation to Pay Assessments for Common Expenses. Each Owner for each Lot, by acceptance of a deed therefor after the date of recording of the CC&Rs, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Assessments. Such Assessments, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association shall be the personal obligation of the Member at the time when the Assessment or other charges became due.

10.9 Unpaid Assessments Constitute Lien. The Assessments, as imposed by the Board, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under the Governing Documents.

10.10 Enforcement. The Association may file a Notice of Lien against the Lot and bring an action at law or in equity, or both, against any Owner personally obligated to pay overdue Assessments, charges or fees, or monthly or other installments thereof, and may also foreclose on its lien against such Lot upon a Majority Vote of the Members. An action at law or in equity by the Association against a Member to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on and purchase any Lot at a public foreclosure or tax sale auction, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same; provided, however, that the Association may not so act without approval by Majority Vote of the Members. If a foreclosure action is filed to foreclose any Assessment lien, and only if an Owner abandons or leaves vacant his or her Lot, the Association may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner.

10.11 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the CC&Rs; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE XI

Property and Assets

Subject to the provisions of these Bylaws, the assets of this corporation (principal and income) shall be distributed or used for the purposes specified in the Articles of Incorporation of this organization at one time or from time to time and at such times and in such manner and amounts as the members shall determine, subject to such directions and restrictions as may appear in any will or instrument of conveyance whereby the corporation acquired such property, if such limitations or directions are consistent with the purposes and objectives of the corporation. Upon dissolution, all assets shall be distributed in accordance with the Articles of Incorporation and be subject to all state and federal laws that apply.

ARTICLE XII

Books and Records

12.1 Records. The Association shall keep the following records in written form or electronically for a period of ten (10) years:

- a. An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- b. An account for each Owner showing any other fees payable by the Owner;

- c. A list of the names and business, home addresses, and electronic mail addresses of its current Members, Trustees, and Officers;
- d. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- e. The current operating budget;
- f. A record of any unsatisfied judgments against the Association and the case number and court name and address of any pending suits in which the Association is a defendant;
- g. A record of insurance coverage provided for the benefit of Owners and the Association;
- h. Tax returns for state and federal income taxation;
- i. The most recent annual report, if any;
- j. All audited or published financial statements that an Owner may request under the Utah Revised Nonprofit Corporation Act;
- k. A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee thereof;
- l. Minutes of all meetings of Owners and the Board, a record of all actions taken without a meeting, and all correspondence between the Association and Owners;
- m. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners; and
- n. Copies of the most current versions of the Governing Documents, along with their exhibits and schedules.
- o. Application and supporting documents, written approval, and impact fee calculations of Architectural Committee.

Documents shall be archived in an electronic filing system when possible.

12.2 Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members of the Board of Trustees, when signed by the Secretary, and after approval of the Members, with regards to Meetings of the Members, or the Trustees, with regards to Meetings of

the Trustees, 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.

12.3 Examination. A Trustee or Member is entitled to inspect and copy any of the records of the Association during regular business hours, at a reasonable location specified by the Association, and if the Trustee or Member gives the Association written demand at least five (5) days before the date on which he or she wishes to inspect and copy the records. Pursuant to the Utah Revised Nonprofit Corporation Act, a Trustee or Member may only inspect and copy the records if the written demand:

- a. Is made in good faith and for a proper purpose;
- b. Describes with particularity the proper purpose and the specific records the Trustee or Member desires to inspect; and
- c. The records are directly connected with the described proper purpose.

This Section 12.3 does not affect the right of a Trustee or Member to inspect the Membership List of all Members who are entitled to vote and the most recent annual financial statement of the Association; to request records to the same extent of any other litigant if the Trustee or Member is in litigation with the Association; or to request an order of a court to compel production of corporate records for examination. The Association may impose a reasonable charge covering the costs of labor and material for copies of any documents provided to the Trustee or Member.

ARTICLE XIII **Indemnification**

13.1 Obligation to Indemnify. The Association shall indemnify, hold harmless, and defend any Trustee, Officer, or Committee Member who:

- a. is wholly successful on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a Trustee, Officer, or Committee Member of the Board; or
- b. acted in good faith and in a manner which the person reasonably believed to be in the best interests of the Association and lawful.

The Association has no obligation to indemnify a Trustee, Officer, or Committee Member who has been adjudged to be liable for gross negligence or gross misconduct in the performance of his or her duties to the Association. Termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and lawful.

13.2 Scope of Indemnification. The Association's obligation for indemnification shall include: actual and reasonable expenses (including expert witness fees, attorneys' fees and costs); judgments and fines; and reasonable amounts paid in settlement.

13.3 Determination Required. Indemnification may be made only after a written determination by the Board of Trustees that indemnification is required or permitted pursuant to Section 13.1 above. The determination shall be made by the Board of Trustees:

- a. By a majority vote of the Trustees who were not parties to the action, suit or proceeding, or
- b. If a quorum cannot be obtained for said vote, by a majority vote of a Committee of the Board of Trustees designated by the Board, which committee shall consist of two or more Trustees not parties to the proceeding; except that Trustees who are parties to the proceeding may participate in the designation of Trustees for the Committee.

13.4 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the Association determines that the facts then known to it would not preclude indemnification under this Article 13, and the person requesting indemnification provides the Board of Trustees with:

- a. A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;
- b. A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent

legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

13.5 Notice. If the Association indemnifies or advances expenses to a Trustee, Officer, or Committee Member, the Association shall give written notice of the indemnification or advance to the Members with or before the Notice of the next Members' meeting.

13.6 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Trustees, or otherwise, nor by any rights which are granted pursuant to the Act, as those statutes may be amended from time to time.

ARTICLE XIV Miscellaneous

14.1 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

14.2 Conflicts among Governing Documents. Unless otherwise stated herein, in the case of any conflicts between the CC&Rs and these Bylaws or the Articles of Incorporation, the terms of the CC&Rs shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control. In the event of a conflict between these Bylaws and any Rule or Regulation promulgated by the Board of Trustees, these Bylaws shall control.

Bridger Jack Mesa POA
Rules and Regulations
December 10, 2016

1. Members and other residents shall not engage in any abusive or harassing behavior, either verbal, physical or by means of electronic communication, or any form of intimidation or aggression directed at other members, residents, guest, occupants, invitees or directed at Bridger Jack Mesa POA management, its agents, its employees or vendors. See Utah Codes, Title 76 concerning harassment, including codes listed 76-9-201 Electronic Communication, 76-5-106 Harassment with Intent.

Bridger Jack Mesa Subdivision
Section 36, TOWNSHIP 27, RANGE 22 EAST
Salt Lake Meridian, Utah


Phase II, Lots 3 (00038000030) through and including Lot 46
(000380000460)

Amended to
NOTICE OF ANNUAL ASSESSMENT

Amendment Date: April 1, 2017

The Bridger Jack Mesa Subdivision Property Owner's Association annual assessment fee is \$400 per lot per year. This change takes effect January 1, 2018 and is due February 1st, annually. This change was approved by the Board of Trustees and lot owners at annual meeting on April 1, 2017.

Submitted for Record by:



Bridger Jack Mesa POA- President

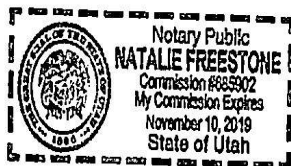
4-16-17

Date

State of Utah
Country of San Juan

I, Natalie Freestone Notary Public, hereby certify that on 10th day of April A.d. 2017 personally appeared before me, Kris Hurlburt who being by me first duly sworn, declared that he is a party who signed the foregoing document as association president; that statements contained therein are true.

IN WITNESS WHEREOF. I have hereunto set my hand and seal



Natalie Freestone

Notary Public

BRIDGER JACK MESA SUBDIVISION PROPERTY OWNERS ASSOCIATION, a
Utah non-profit corporation

By: [Signature] NAME: Erin HURLBART #1-17
TITLE: President

ATTEST:

By: [Signature] 4-1-17
NAME: Mary Ware
TITLE: Secretary

x Natalie Freestone 04/10/17

State of Utah County of San Juan

