

WHEN RECORDED, RETURN TO:

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AMENDED BYLAWS

OF

THE INN OF ENTRADA OWNERS ASSOCIATION

A UTAH NONPROFIT CORPORATION

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RECITALS

A. These AMENDED BYLAWS OF THE INN OF ENTRADA OWNERS ASSOCIATION (“Amended Bylaws” or “Bylaws”) are made on the date evidenced below by the INN OF ENTRADA OWNERS ASSOCIATION (the “Association”).

B. The property subject to these Amended Bylaws is the Inn of Entrada subdivision in Washington County, State of Utah, which was subjected to certain covenants, conditions, and restrictions pursuant to an Annexing Amendment and Amendment to the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions for Entrada at Snow Canyon (The Inn of Entrada) recorded November 9, 2004 as Entry Number 00910184 in the Washington County Recorder’s Office, State of Utah (“Annexing Declaration”) as set forth in **Exhibit A**, attached hereto, which further defines the property subject to the Annexing Declaration and these Amended Bylaws, and any amendments or supplements thereto.

C. These Amended Bylaws supersede and replace all prior Bylaws, and amendments or supplements thereto adopted by the Association, specifically the Bylaws of The Inn of Entrada Owners Association, which were signed by the Board of Directors and in effect as of November 5, 2004 (“Original Bylaws”).

D. Pursuant to the Original Bylaws, and the Utah Revised Nonprofit Corporation Act, the undersigned hereby certifies that the affirmative vote of Association Members has been received to approve the adoption of this Amendment.

ARTICLE 1 - DEFINITIONS

The following words when used in these Amended Bylaws shall have the following meanings:

1.1 “Act” means the Utah Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time.

1.2 “Association” means the Inn of Entrada Owners Association, a Utah nonprofit corporation.

1.3 “Board” or “Board of Directors” means the duly elected governing body of the Association.

1.4 “Bylaws” means these Amended Bylaws of The Inn of Entrada Owners Association as they may be amended from time to time.

1.5 “Declaration” of “Declarations” means the Annexing Amendment and the Amendment to the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions for Entrada at Snow Canyon (The Inn of Entrada) recorded November 9, 2004 as Entry Number 00910184 in the Washington County Recorder’s Office, State of Utah (“Annexing Amendment”), and the Entrada at Snow Canyon Fifth Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded September 29, 2011 as Entry Number

20110029589 in the Washington County Recorder's Office, state of Utah, as may be amended from time to time ("Master Declaration").

1.6 "Governing Documents" means a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including the Articles of Incorporation, Plat, Declaration, Bylaws, Articles of Incorporation, Bylaws, Rules and Regulations, and any architectural or design guidelines.

1.7 "Member" means every person who holds membership in the Association.

1.8 "Owner" means the person, persons or other entity owning any Lot within the subdivision, as shown in the records of the Washington County Recorder.

1.9 "Property" or "Project" means that certain real property referred to in **Exhibit A**, attached hereto, and which is subject to the Declaration and these Bylaws.

1.10 "Unit" means any of the designated parcels of land located within the subdivision as further shown upon the recorded Plat for the Property upon which there is intended to be a single-family dwelling.

GENERAL INTRODUCTION TO MEETINGS

Bylaws govern the procedural aspects of the Association including, but not limited to, holding meetings. An Association holds the following types of meetings (which are all described and defined below):

(1) Annual Meetings (of the Members). The Association members shall meet at least one time a year. This meeting is conducted by the Board and issues of general Association concern are presented.

(2) Special Meetings (of the Members). In addition to the Annual Meeting, special meetings may be called by the membership or the Board to address and vote on issues that should not or cannot wait until the next annual meeting.

(3) Board Meetings. The Board is required to meet, as set forth herein, to make decisions on behalf of the Association. Members have rights to attend Board meetings.

(4) Member Action Without a Meeting. Pursuant to these Bylaws, most matters may be voted on by the members without holding a physical meeting as described below (using electronic means, etc.). The Board will determine how meetings are organized and handled.

(5) Special Board Meetings. Unanticipated Board action may be required from time to time, but no regular Board meeting has been scheduled. Special Board Meetings may be called in such circumstances.

(6) Board Action without a Meeting. As stated below, some Board actions may be taken without the Board having to physically gather or hold "in person" Board meetings.

Each of the meeting types stated above are described in these Bylaws. There are certain notice, quorum and other requirements for each type of meeting.

ARTICLE 2 –ELECTRONIC MEANS – NOTICE & VOTING

2.1 Notices.

(a) Association. All notices to the Association or the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

(b) Owners.

(1) Notice by Electronic Means. In any circumstance where notice is required to be given to Owners, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by regular U.S. mail instead of electronic means. The Board of Directors is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring Owners to furnish the Association with a current email address so long as such email addresses are not deemed an inspectable record of the Association and shall only be used by the Board of Directors and its agents for Association business.

(2) Except as otherwise provided in the Declaration, these Amended Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board of Directors, or if no address has been designated, then to the Owner's Unit. Neither the Board nor its Agent(s) shall be responsible for locating the Owner if their mailing or email address has changed. Owners shall be responsible to notify the Association of all such changes.

(3) If a Unit is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

2.2 Affairs, Electronic Means, Written Ballot. Any notice, vote, transaction or other action involving the business or affairs of the Association, its members or the Board (whether or not expressly stated in the Articles of Incorporation or sections of the Declaration or elsewhere in these Bylaws), including but not limited to any and all notices, ballots, holding and conducting of meetings, obtaining votes (whether by members or the Board) may be conducted by electronic means. The Association may accept an electronic vote, consent, written ballot, waiver, proxy appointment, proxy revocation or any other verified action taken through electronic means as the act of the Member if the Board has no reason to believe it is not the act of the Member. Any such document or writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any

combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association. Participating by electronic means shall count towards the quorum requirements herein.

ARTICLE 3 – ASSOCIATION MEETINGS, VOTING, QUORUM

3.1 Place of Meeting. The Association shall hold meetings at such suitable place as may be designated by the Board from time to time.

3.2 Annual Meetings. Each regular annual meeting of the Members shall be held each year on the day and at a time and place selected by the Board.

3.3 Special Meetings. The Association, by and through the Board, shall notice, hold and conduct a special meeting of its Members (1) on call of the President or a majority of the Board, or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by Members holding at least twenty-five percent (25%) of the voting rights of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

3.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, in a fair and reasonable manner, including by delivering a copy of such notice to each Member entitled to vote thereat, in accordance with the notice requirements specified in these Amended Bylaws, and sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Board. Notice shall always be deemed fair and reasonable if given no less than ten (10) nor more than thirty (30) days before the meeting, but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the Members and, in the case of a special meeting, the purpose of the meeting.

3.5 Voting. Each Unit shall be allocated one (1) vote.

3.6 Proxies and Written Ballots. A vote may be cast in person, by proxy or by written ballot. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary of the Association before, or at the time of the meeting, or in accordance with procedures adopted by resolution of the Board. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Unit.

3.7 Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of a protest, no one co-Owner shall be entitled to vote without the approval of all co-Owners. In the event of disagreement among the co-Owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

3.8 Quorum of Owners.

(a) At any meeting of the Unit Owners, the Owners entitled to cast, representing more than twenty-five percent (25%) of the voting interests, represented in person, by proxy, or by written ballot, shall constitute a quorum.

(b) When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(c) If any meeting of Owners cannot be organized because of a lack of quorum, the meeting shall be adjourned and rescheduled for a time no less than twenty-four (24) hours, and no later than forty-five (45) days after the time set for the original meeting. The Owners that are present in person, by proxy or by written ballot shall constitute a quorum at the reconvened meeting.

3.9 Binding Vote. Unless expressly stated otherwise in the Declaration or these Bylaws and upon the establishment of a quorum, any matter properly brought before the Owners for a vote is approved and shall be binding upon all Owners for all purposes if the votes cast favoring the action exceed the votes cast opposing the action.

3.10 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of the preceding meeting; (d) Reports of officers; (e) Reports of committees, if any; (f) Election of Board members; (g) Unfinished business; (h) New business; and (i) Adjournment.

3.11 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the President shall conduct meetings according to the procedure he or she deems fit. A decision of the Association may not be challenged on the basis that appropriate rules of order were not

used.

3.12 Action Taken Without a Meeting. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if all the Board members agree in writing to take a vote or an action without a meeting. Any action so taken shall have the same effect as though taken at a meeting of the Association.

3.13 Meetings by Telephonic or Electronic Communication in Real Time (e.g., by Conference Call or Video Call). By decision of the Board of Directors, and to the fullest extent allowed by law, any meeting of the Association may be conducted and held by virtually or through any means of electronic communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting permitted under this Section is considered to be present in person at the meeting. Notice of such meetings shall be given pursuant to these Section 3.4 of these Bylaws.

ARTICLE 4 – BOARD OF DIRECTORS – SELECTION, TERM OF OFFICE

4.1 Number, Term and Qualifications.

(a) Number. The affairs of the Association shall be governed by a Board of Directors composed of three (3) Board members, who shall be the Owners of the Units. At the Board's discretion, the number of Directors may be increased to either five (5) or seven (7) Directors, by the majority vote of the Board of Directors.

(b) Term. Directors shall serve for a term of two (2) years. The terms shall be staggered so all Directors are not elected in the same year.

(c) Qualification. All Board members must be an Owner or the spouse of an Owner (or its equivalent), of a Unit, except that one Unit may not have more than one representation on the Board at any one time (ex.: spouses may not serve on the Board at the same time). A representative of an entity which owns a Unit may serve on the Board of Directors, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a director or beneficiary of a trust, or a personal representative of an estate, may serve on the Board of Directors if the corporation, LLC, partnership, trust or estate owns a Unit.

4.2 Compensation. No Board of Directors member shall receive compensation for any service he or she may render to the Association as a Board of Directors member. However, any Board of Directors member may be reimbursed for actual expenses incurred in the performance of his or her duties.

ARTICLE 5 - MEETINGS OF THE BOARD OF DIRECTORS

5.1 Location, Date and Time of Meetings. Meetings of the Board shall be held at such place, date and time as shall be fixed by the Board members and no further notice shall be necessary in order to legally hold the meeting providing all Board members are present.

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by the Board, and if so fixed, no notice thereof need be given. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board of Directors with notice to all members of the Board.

5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any one (1) Board member, after not less than three (3) days' notice to each Board member by mail, electronic mail, telephone, or facsimile, unless waived pursuant to 5.8 below. The notice must state the time, place, and purpose of the meeting.

5.4 Meeting Procedure. Formal rules of order shall only apply to any Board of Directors or Association meeting inasmuch as one or more rules of order are adopted by the Board by resolution. Meetings of the Board shall be conducted by the President. A decision of the Board may not be challenged because the appropriate rules of order were not used. A decision of the Board of Directors is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

5.5 Open Meetings. Except as provided herein, all meetings of the Board shall be open to Owners. The Board may adopt policies governing meetings of the Board from time to time, including policies to reflect current Utah law (which Utah law may change more frequently than these Bylaws). If such Utah law supersedes any provision of these Bylaws, the policy adopted by the Board shall also supersede these Bylaws to the extent the policy restates then current Utah law. "Meeting" means a gathering of the Board of Directors, whether in person or by means of electronic communication in real time at which the Board can take binding action.

5.6 Executive Sessions. In the discretion of the Board of Directors, the Board of Directors may close a Board meeting and adjourn to executive session to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) 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 (6) discuss a delinquent assessment or fine.

5.7 Board Meetings by Telephonic or Electronic Communication in Real Time (e.g., by Conference Call or Video Call). In the event of an emergency, or by decision of the Board of Directors, and to the fullest extent allowed by law, meetings of the Board of Directors may be conducted by means of electronic communication that allows all members of the Board of Directors participating to be able to communicate orally in real time. If Board meetings are held by electronic or telephonic means, a method by which Owners can participate and listen in real time must be provided.

5.8 Waiver of Notice. Any Board of Directors member may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board of Directors member at any meeting of the Board of

Directors shall constitute a waiver of notice by the Board of Directors member, except where the Board of Directors member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board of Directors members are present at any meeting of the Board of Directors, no notice to Board of Directors members shall be required and any business may be transacted at the meeting.

5.9 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting if all Board members agree in writing to take a vote or an action without a meeting. Any action being taken shall require unanimous consent of the Board. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

5.10 Quorum and Acts. At all meetings of the Board of Directors, a majority of the existing Board of Directors members shall constitute a quorum for the transaction of business and the acts of the majority of the Board of Directors members present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board of Directors member may be considered to be present at a meeting and to vote if the Board of Directors member has granted a signed written proxy: (i) to another Board of Directors member, or other person, who is present at the meeting; and (ii) authorizing the other Board of Directors member or person 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 directed proxy).

ARTICLE 6 - POWERS, RIGHTS, AND DUTIES OF THE BOARD OF DIRECTORS

6.1 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or the Governing Documents specifically directed to be exercised and done by the Owners.

6.2 Special Powers and Duties. Without limiting the foregoing statement of general powers and duties of the Board of Directors or the powers and duties of the Board of Directors as set forth in the Annexing Amendment, the Board of Directors shall be vested with the following specific powers and duties:

(a) Assessments. The duty to fix and levy from time-to-time annual assessments, special assessments, corrective assessments, interior assessments and all other assessments upon the Members of the Association as provided in the Annexing Amendment; and to enforce the payment of such delinquent assessments as provided in the Annexing Amendment.

(b) Insurance. The duty to contract and pay premiums for fire, casualty, liability and other insurance in accordance with the provisions of the Annexing Amendment.

(c) Common Area. The duty to manage and care for the Common Area, and to employ personnel necessary for the care and operation of the Common Area, and to contract and pay for necessary and desirable improvements on property acquired by the Association in accordance with the Annexing Amendment.

(d) 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 the law, with the Annexing Amendment, the Declarations, the Articles of Incorporation, and these Bylaws.

(e) 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 therefore, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidence of debt, and securities, therefore.

(f) Enforcement. The power to enforce the provisions of the Annexing Amendment, the Rules and Regulations of the Association, these Bylaws, or other agreements of the Association.

(g) Delegation of Powers. The power to delegate its powers according to law.

(h) Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Annexing Amendment, use of Common Area and use of any property within the Inn of Entrada project including 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 Declarations, the Articles of Incorporation, and these Bylaws.

(i) Emergency Powers. The right to exercise such emergency powers as provided for in the Act.

6.3 Best Interest of Association and Reliance on Information. A Board of Directors member or officer shall discharge the Board of Directors member or officer's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the Board of Directors member or officer reasonably believes to be in the best interests of the Association. The Board of Directors members shall, at all times, keep themselves reasonably informed and take such steps and necessary actions as a reasonable prudent person would do to serve the best interest of the Association.

6.4 Reliance on Information. In discharging duties, a Board of Directors member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the

Association whom the Board of Directors member or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Board of Directors member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board of Directors member, a sub-committee of the Association or Board of Directors of which the Board of Directors member is not a member if the Board of Directors member reasonably believes the sub-committee merits confidence.

6.5 Conflicts of Interest.

(a) A “conflict of interest” or “conflicting interest transaction” includes a contract, transaction, or other financial relationship between the Association and (1) a Board of Directors member, (2) a party related to a Board of Directors member, or (3) an entity in which a Board of Directors member is a director or officer or has a financial interest.

(b) A Board of Directors member shall avoid conflicts of interest or conflicting interest transactions, unless: (1) the material facts as to the Board of Directors member’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors, (2) the Board of Directors in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Board of Directors members (even if the disinterested Board of Directors members are less than a quorum), and (3) the conflicting interest transaction is fair as to the Association.

6.6 Professional Manager. The Board of Directors may hire a professional manager to manage all of the business, property and affairs of the Project and shall determine a reasonable fee or compensation for such services. The professional manager selected shall serve for the period of time designated by the Board and the Board shall have the right to change managers from time to time as it deems necessary.

6.7 Adoption of Rules. The Board of Directors shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Association. The Board of Directors may from time to time, by resolution, alter, amend and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their Lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners.

6.8 Enforcement of Governing Documents. The Board of Directors shall have all rights and powers to enforce the provisions of the Declaration, Bylaws and rules and regulations, including but not limited to, assessing fines; terminating use of common services or facilities; entering a Unit, upon proper notice, to repair, maintain and restore the Unit or Improvements thereon which are a violation of the governing documents, and charge such costs for remedy to Owner; to suspend voting rights of an Owner in violation of governing documents, or bring suit or action against an Owner to enforce the governing documents (for which the Association shall be entitled to recovery of all attorneys’ costs and fees in such case).

The Board of Directors may assess a fine against an Owner for a violation of the Governing Documents in accordance with the Act (specifically, Utah Code Title 57, Chapter 8a, Section 206), as may be amended and consistent with the Association's separately adopted schedule of fines.

Any owner who is assessed a fine or other penalty or who has rights suspended by request an informal hearing before the Board to dispute the fine, penalty or suspension within thirty (30) days after the receipt of the notice stating that the fine or penalty is assessed or that rights have been suspended. The hearing requested shall be conducted in accordance with procedures promulgated by resolution of the Board of Directors, or if none, in accordance with the standards determined by the Board of Directors at the hearing.

ARTICLE 7 - OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

(a) Designation. The principal Officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The offices of Secretary and Treasurer may be held by the same member.

(b) Qualifications. The Officers of the Association shall be elected annually by and from the Board of Directors, and any such Officer shall cease to be an Officer upon ceasing to be on the Board of Directors. Any Board of Directors member may be an Officer of the Association.

(c) Term. Officers shall serve for a term of one (1) year.

(d) Multiple Offices. A person may simultaneously hold more than one office, with the exception that the President may not also act as the Treasurer.

7.2 Election and Vacancies. The Officers of the Association may be elected by the Board of Directors at the Annual Meeting of Members.

7.3 Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board of Directors. Any Officer may be removed, either with or without cause, upon an affirmative vote of a majority of the members of the Board of Directors.

7.5 Compensation of Officers. No Officer shall receive compensation for any service he or she may render to the Association as an Officer of the Board of Directors. However, any Officer may be reimbursed for actual expenses incurred in the performance of his or her duties.

7.6 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board of Directors, to the extent not inconsistent with these Amended Bylaws or the Declaration. The Board of Directors may delegate any powers or duties of Officers to other persons or agents as the Board of Directors deems necessary or appropriate from time to time. Any principal Officer may prepare, execute, certify, and record amendments to the Declaration or these Amended Bylaws on behalf of the Association in accordance with the amendment provisions of the Declaration or these Amended Bylaws. The general duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an association. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

(b) Vice-President. The Vice-President shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The Secretary shall prepare and maintain the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, have charge of such books, papers and records as the Board of Directors may direct, shall have the responsibility for preparation and maintenance of any other records required to be kept by the Association under the Act and under Section 16-6a-1601, et seq., of the Utah Revised Nonprofit Corporation Act; and for authenticating records of the nonprofit corporation, and in general, shall perform all of the duties incident to the office of Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The Treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors and disbursing funds as directed by resolution of the Board of Directors.

ARTICLE 8 – COMMITTEES

The Board may appoint and disband such committees as it chooses, which shall have and may exercise the authority to make recommendations (but not final decisions) to the Board of Directors. The provisions of these Bylaws with respect to notice, quorums, votes required and action by consent applicable to meetings of the Board of Directors shall be applicable to meetings of committees of the Board of Directors. Committee members do not decide issues unless expressly given that authority by the Board via a written delegation of duties.

ARTICLE 9 - INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Each Board of Directors member, committee member and officer of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board of Directors member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board of Directors member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 10 - RECORDS AND AUDITS

The Association shall maintain within the state of Utah, all documents, information and other records of the Association in accordance with the Governing Documents, the Community Association Act and the Utah Revised Nonprofit Corporation Act.

10.1 General Records.

(a) Permanent Records. The Association shall keep as permanent records: (1) The Declaration, Bylaws and Articles of Incorporation, (2) minutes of all meetings of the Association and of the Board of Directors; (3) a record of all actions taken by the Association members of the Board of Directors without a meeting; (4) a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association; and (5) a record of all waivers of notices of meetings of members and of the Board of Directors or any committee of the Board of Directors.

(b) Resolutions and Rules. The Association shall maintain (1) a record of the rules, regulations, and policies adopted by the Association, (2) appropriate accounting records, and (3) a record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order and showing the number of votes each member is entitled to vote.

(c) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

(d) Records at Principal Office. The Association shall keep a copy of each of the following records at its principal office (copies of such records kept electronically by an Association officer or manager shall satisfy this requirement regardless of where located as long as such electronic records are capable of being transmitted to, or viewed by, others, such as via email from an electronic storage medium or via website): (1) all Governing Documents; (2) the minutes of all Owners' meetings for a period of three years; (3) records of all action taken by

Owners without a meeting, for a period of three years; (4) all written communications to Owners generally as Owners for a period of three years; (5) a list of the names and business or home addresses of the current Board of Directors members and officers; (6) a copy of its most recent annual report (annual renewal) delivered to the Division of Corporations under Utah Code Section 16-6a-1607; and (7) all financial statements prepared for periods ending during the last three years that show in reasonable detail the assets and liabilities and results of the operations of the Association.

10.2 Financial Reports and Audits. Upon written request by an Owner or mortgagee of a Unit, an annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to the person(s) making the request within ninety (90) days after the end of each fiscal year. From time to time, the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association.

10.3 Inspection of Records by Owners.

(a) Except as otherwise provided below or by law, all records of the Association described in 10.1(a) above or as required by Utah Law shall be reasonably available for examination by an Owner and any mortgagee of a Unit pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Sections 1601 et seq. All requests must be in writing and allow sufficient time for the Board to respond. Not all records are inspectable records.

(b) Consistent with Utah law, the Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information. The Board may also adopt a document retention policy assisting with the management and storage of files and records.

(c) Certain documents and information are private communications and certain documents that are kept at the request of the Association/Board and are not deemed inspectable records. Unless permitted by the Member, e-mail address may be used by the Board for Association business but are not to be given to the membership generally. Records (in any format or medium such as email) kept by individuals (including Board members) or on behalf of the Association may be withheld from examination and duplication to the extent the records concern issues that are not official communications from or between the Board or Association, or are privileged, contain the subject matter of executive session topics or are personal files of Board members not created at the request of the Board. Such documents may include personal notes, emails and messages between (1) Owners and Board members or (2) between less than all Board members so long as the communication is not a decision of the Board, a vote of the Board or other communication specifically requested of a Board. In other words, personal communications, including those made to less than the full Board are not records of the Association unless the communication is requested of the Board or is created at the request of the Board.

ARTICLE 11 - AMENDMENTS

Approval by at least a majority of the Board of Directors of the Association is required to amend these Amended Bylaws. An amendment shall not be effective until certified by the President of the Association as being adopted in accordance with these Amended Bylaws, acknowledged, and recorded against the Units in the records of the County Recorder.

ARTICLE 12 - MISCELLANEOUS

12.1 Utah HOA Registry. The Association shall register with the Utah Department of Commerce in the manner established by the department and in compliance with the Act (the "Homeowner Associations Registry").

12.2 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Amended Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

12.3 Invalidity; Number; Captions. The invalidity of any part of these Amended Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Amended Bylaws.

12.4 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

12.5 Conflicts. In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

[END OF BYLAWS]

IN WITNESS WHEREOF, the Association has caused these Amended Bylaws to be executed by its duly authorized officers on this 4 day of August, 2021

**THE INN OF ENTRADA OWNERS
ASSOCIATION**

Sign: Jay Baker
Print: Jay Baker
Its: President, IEOA

STATE OF UTAH)
County of Salt Lake) ss:

The foregoing instrument was acknowledged before me on this 4th day of August, 2021 by Jay Baker.

Notary Public for Utah

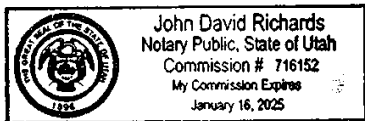


EXHIBIT A

Legal Description

All Units and Common Area (23 total), INN OF ENTRADA AMD & EXT (SG) according to the plat(s) thereof as recorded in the office of Washington County Recorder, state of Utah, as stated below:

Parcel Numbers: SG-IENT-1 through SG-IENT-23