

WHEN RECORDED, RETURN TO:

RICHARDS LAW, PC
4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124
801-274-6800

**SECOND AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BANDANNA RANCH
(INCLUDING BYLAWS)**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS including BYLAWS (hereafter “Declaration”) is made on the date evidenced below by the Bandanna Ranch Homeowner’s Association (hereafter “Association”).

RECITALS

A. The property subject to this Declaration is the property commonly known as **Bandanna Ranch including the Buckboard Phase, Chuckwagon/Moose Ridge Phase, Elkhorn Phase, Stagecoach Phase, and any sequel Phase or sub-Phase within the listed Phases** herein located in Duchesne County, State of Utah. Exhibit “A” of this Declaration further defines the property subject to this Declaration. All Lots therein are part of the Association and each Owner of a Lot is a member thereof. The Association is created as a planned unit development and contains certain Common Area and easements for the benefit of the Owners of Lots therein.

B. To help maintain the purchase expectations of Owners and to maintain an enjoyable recreation area and community of property owners, the Association desires to continue to set forth and establish the policies and requirements of property ownership.

C. This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions supersedes and replaces all prior bylaws, declarations, and amendments or supplements thereto, whether recorded or not against the subdivision.

D. Pursuant to Utah Code § 57-8a-104, sixty-seven percent (67%) of the total voting interests of the Association have voted affirmatively to adopt this Declaration.

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

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

1.2 “Architectural Committee” shall mean a Committee appointed by the Board of Trustees and may consist of Board members.

1.3 “Assessment” means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of the Governing Documents or applicable law, including (1) annual/regular assessments; (2) special assessments; and (3) individual assessments as set forth below.

1.4 “Association” means and refers to the Bandanna Ranch Homeowner’s Association, or such successor association of the Lot Owners acting under this Declaration.

1.5 “Board” or “Board of Trustees” shall mean and refer to the governing body of the Association. The Board shall be comprised of five members, elected consistent with the Association Bylaws.

1.6 “Bylaws” means the Bylaws of the Association (initially attached hereto as **Exhibit B**), as they may be amended from time to time.

1.7 “Common Area” means, refers to, and includes: (a) The real property, excluding all Lots as defined herein, and interests in the real property which are submitted to this Declaration; (b) The real property, excluding all Lots as defined herein, and interests which comprise the Property; (c) All common areas and facilities designated as such on the Plat and all property on the Plat excluding the Lots; (d) In general, all apparatus, installations and facilities included within the Property and existing for common use; (e) The Property’s roads; (f) All portions of the Property not specifically included within the individual Lots; (g) All other parts of the Property normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (i) All common areas as defined in the Act, whether or not enumerated herein.

1.8 “Common Expenses” means and refers to all sums which are required by the Association and the Board to perform or exercise its functions, duties, or rights under the Act or the Governing Documents.

1.9 “Community” means all of the land described in the Plats, including any property annexed into the Property.

1.10 “Community Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws, and as defined or dictated by the Board from time to time.

1.11 “Governing Documents” shall mean and refer to 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 Act, this Declaration, the Plat Map, Articles of Incorporation, Bylaws, and rules and regulations as may be adopted from time to time.

1.12 “Improvement” means every structure, improvement, or modification of any kind, including but not limited to landscaping, sprinkler pipes, Single Family Dwellings, decks, porches, awnings, fences, garages, carports, driveways, storage compartments, shipping containers or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.13 “Lot” means any lot or parcel of land upon which a Single Family Dwelling could be constructed in accordance with applicable ordinances and laws, or is already constructed, shown upon the Plat as existing for private use and ownership, including any Improvements thereon.

1.14 “Member” means and refers to every person or entity who holds membership in the Association by land ownership.

1.15 “Owner” means the person, persons or other entity owning any Lot as shown in the records of the Recorder’s Office, including contract sellers and buyers, but excluding a tenant or holder of a leasehold interest or person holding only a security interest in a Lot. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one “Owner.”

1.16 “Plat” or “Plat Map” or “Record of Survey Map” (these terms may be used interchangeably herein) means the Record of Survey Maps for Bandanna Ranch, as recorded in the Recorder’s Office for Duchesne County, Utah, as the same may be amended.

1.17 “Property” means all of the real property described in the Plats, including all of the real property described in attached **Exhibit A** and all Lots, Common Area, easements and open space. The collective area within the Property shall also be known as the “Association” as defined above.

1.18 “Rules and Regulations” means and refers to those rules and regulations adopted by the Board from time to time that are deemed necessary by the Board for the enjoyment of, or furthering the purposes of, the Property and Association.

1.19 “Single Family Dwelling” or “Residential Dwelling” means a single-family residential dwelling unit constructed upon a Lot.

1.20 “Subdivision” means and refers to Bandanna Ranch in its entirety, including each Phase or Sub-Phase or Sequel Phase thereunder including the Buckboard Phase, the Chuckwagon/Moose Ridge Phase, the Elkhorn Phase, and the Stagecoach Phase according to the official plat thereof recorded in the office of the Duchesne County Recorder in the State of Utah, and any future Subdivision hereafter added pursuant to the terms of this Declaration.

ARTICLE II - PROPERTY DESCRIPTION & RIGHTS

2.1 Property Subject to the Declaration and Bylaws. The real property which is, and shall be, transferred, held, sold, conveyed, used, occupied, and improved subject to the Act and to this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Board or Association is all of the real property and interests described in the Plats, including any property annexed into the Property, and including the Lots described on **Exhibit A** attached hereto, which the Declaration and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Property or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of each Owner thereof. To the extent that the Governing Documents are or become inconsistent with the provisions of any future amendments to the Act, the Act, as amended, shall control.

2.2 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner(s) of a Lot shall be entitled to the exclusive use and benefits of ownership of such Lot. Each Lot, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of the Governing Documents of the Association for the mutual benefit of the Owners.

2.3 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

A. Utility Easements. The Association and any public utility provider shall have an easement through all Lots and the Common Areas for the installation, maintenance and development of utilities, water and drainage facilities, as may be necessary. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Lot Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Lots and serving his or her Lot.

B. Common Areas. The Property owned by the Association shall be used primarily for the recreation, enjoyment and pleasure of Owners, their families and guests. It shall be the responsibility of each Owner to ensure that the activities of their families and guests do not cause a nuisance to any other Owner's personal property and enjoyment.

ARTICLE III – RESTRICTIONS ON USE

3.1 General Use. The general objectives and intent of these Covenants, Conditions and Restrictions (CC&R's) is to create and maintain a recreational or residential district characterized by private drives or roadways, attractive residences, minimum vehicular traffic and quiet recreational conditions favorable to Lot Owners enjoyment.

A. Zoning Regulations. The lands within the property Subdivisions of Bandanna Ranch shall never be occupied by or used for any building or purpose which is contrary to the zoning regulations of Duchesne County.

B. No Business Uses. The lands within the property shall be used exclusively for single-family purposes and shall never be occupied or used for any commercial or business purpose. No Lot shall be used for any purpose other than residential and/or recreational purposes.

C. No Re-Subdivision. No Lot shall be sub-divided and only one (1) single-family residence shall be constructed on any one Lot. To the extent more than one (1) permanent single-family residence has already been constructed on any Lot, those existing structures may remain; however, no additional structures may be constructed.

3.2 Building Requirements. (Also see Article IV) No single-family dwelling or other structures or additions or modifications to existing buildings shall be erected or constructed without the approval of the Architectural Committee and any and all permits from local and/or State agencies must be obtained. Those agencies include but are not limited to (1) Duchesne County Department of Building Safety; and (2) Tri-County Health Department.

A. Building Location. No home, cabin, garage, carport, shed or other uninhabited structures shall be constructed closer than thirty (30) feet from the front or back property line and no closer than ten (10) feet from the side property lines. No structure providing overhead shelter or enclosure for maintaining livestock as otherwise allowed herein shall be constructed closer than thirty (30) feet from the front or back property line and no closer than ten (10) feet from the side property lines. Where property lines border Bandanna Ranch roads, a thirty-three (33) foot road easement (measured from the road centerline) should be added to the structure setbacks.

B. Construction. Each structure must be of an architectural design and construction that is compatible with the terrain and other construction within the Association.

C. Approval Required. No building or any other structure shall be moved onto, commenced, erected, improved, modified, or maintained upon the properties without the approval of the Architectural Committee.

D. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of the Common Areas, other than as permitted in this Declaration or as may be allowed by the Association, in writing. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Lot Owners in the Property and is necessary for the protection of interests of all said Owners in and to the Common Area. In any event in which an Owner is authorized by the Association for the use of Common Area, the area shall retain its designation as Common Area, but the maintenance of such Common Area and any improvements thereon shall become the responsibility of the Owner. In addition, any Owner utilizing Common Area agrees to indemnify the Association for any damage to person or property in that used area. A separate recordable agreement for Common Area use shall be executed by the Owner and the Association.

E. Guidelines. The Architectural Committee, as approved by the Board, may adopt architectural guidelines in addition to those stated herein. The adoption of any such guidelines shall be consistent with the Act.

3.3 Livestock. Livestock on any Lot shall be restricted to a maximum of two (2) farm animals common to the area. All livestock shall be confined in a fenced area or an enclosure so that a reasonable amount of vegetation remains on the Lot. Individual Lot Owners will be responsible to control their Lots so that dust or odor does not become a nuisance to other Property Owners. The Board may, by rule, further define, restrict, or regulate the keeping of animals.

3.4 Off-Highway and Recreational Vehicles. All recreational and/or off-highway vehicles as defined in Utah Code Ann. 41-22-2(14), must remain on ranch roadways or in areas specially designed and marked for those uses within the Subdivision. No vehicles of any kind shall be operated on anyone else's property without written permission from that Property Owner. The operation of off-highway vehicles on all roadways within the Subdivision shall be governed by the provisions of Utah Code Ann. 41-22-1 et. seq., and the rules and regulations set forth therein for their operation on private property, are incorporated herein and by this reference made a part

hereof and shall apply to all roadways and other property within the Subdivision. All Members shall be responsible for family and guests who operate off-highway vehicles and the compliance requirements herein and any violation shall be considered a nuisance within the meaning in Section 3.5, which may result in a warning or fine for the violation.

3.5 Offensive Activities - Nuisance. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Examples of such nuisances include excessive noise, littered/trashy lots, and lack of control of pets and livestock. The results of every act or omission whereby any provision of the CC&R's contained in this Declaration is a violation in whole or in part, and hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against such result and may be exercised by the Board or any Member.

3.6 Unlawful and Hazardous Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No activities shall be conducted on any Lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or property.

3.7 Trash, Dumpsters, Junk. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. Dumpsters are provided for the convenience of Lot Owners. It is the responsibility of all Owners to keep the dumpster locations uncluttered and clean. No furniture, large household items, construction materials, or hot coals shall be disposed of in/around the dumpsters. Violators will be subject to fines or other enforcement measures. The Board may choose to discontinue providing dumpsters in the event of their misuse or the availability of private sanitation service to Members. No junk of any kind, including but not limited to discarded or unserviceable motor vehicles of any kind, boats, trailers, appliances, etc., stripped down, partially wrecked or sizeable parts thereof, shall be permitted to be parked or maintained on any ranch road, Common Area, or Lot within the subdivision.

3.8 Location. Garbage and refuse containers, air conditioning equipment, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

3.9 Installation and Maintenance of Culverts. New Members who purchase a Lot and construct a new roadway onto their property must install, at least an eighteen (18") inch culvert where that road meets the Subdivision roadway. The purpose of the culverts is to prevent erosion to the roads and minimize the cost of road maintenance. Any Member may request a variance to this requirement if they feel a culvert is not necessary. Such request shall be submitted to the Architectural Committee for approval. Lot Owners are required to keep their culverts free of debris and in functioning order.

3.10 Fire Safety and Fireworks. All Property Owners are responsible for the fire safety of their property and the Subdivision. During the closed fire season (June 1 to October 31) only

small recreational fires are permitted on ranch Lots. Burning is limited to dry, natural material. Burning of garbage, plastics, rubber, oils, or construction waste is prohibited. All fires must be contained in an improved barbecue unit, outdoor fireplace, or improved fire pit which is at least fifteen (15) feet away from structures or combustible materials. A fire must be constantly attended until fully extinguished and a method of extinguishment (i.e., running water) readily available. During the open fire season (November 1 to May 31) in addition to small recreational fires, the burning of agricultural brush is permitted subject to Duchesne County approval. It is the intent that all trees, shrubs, bushes or other natural foliage should not be removed except as necessary for construction improvements and fire safety. The Board reserves the right to impose additional fire restrictions based on seasonal fire conditions. These restrictions would be posted at Ranch entrances and the Bandanna Ranch website, www.bandannaranch.com . **Fireworks are strictly prohibited on Bandanna Ranch.**

3.11 Speed Limits. The speed limit within the Ranch shall be a maximum 25 miles per hour, unless otherwise listed. There are some specific places where the speed limit is 15 miles per hour for safety. No one shall operate any automobile, truck, motorcycle, trail bike, snowmobile, off-highway vehicle, or any other self-propelled vehicle of any kind in excess of these speed limits within the Subdivision.

3.12 Overnight Parking and Storage of Vehicles. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, motorcycles, all-terrain vehicles, or any other wheeled vehicles shall be permitted to be parked on any roadways or at the dumpster locations within the Subdivision. The storage of any of these vehicles shall be kept from view of the general public and/or roadways as much as possible.

3.13 Hunting and Shooting. Hunting and shooting within the Ranch is strictly prohibited. The use of firearms adjacent to the Subdivision must be in strict compliance with all Federal, State, County and/or local statutes, rules and regulations. For purposes of this Section, hunting shall include archery hunting and any other sort of hunting within the broadest meaning of the term.

3.14 Horseback Riding. Horseback riding shall be allowed within the Subdivision on all Ranch roads; however, riding on property owned by someone else is prohibited, unless written permission is obtained.

3.15 Signs. No commercial signs of any kind shall be displayed to public view on any Lot except legal notices or signs advertising the property for sale by the Owner or a Real Estate Agent, or signs used by a builder to advertise the property during the construction and sale. Signs shall be a standard size approved by the Utah Board of Realtors. All Owners are encouraged to display a personalized sign indicating the owner name, address, and Lot number.

3.16 Short Term/Vacation Rentals. No Owner, resident, or tenant shall rent, sublet, or lease a Bandanna Ranch property or residence as a short-term rental or vacation rental for less than thirty (30) consecutive days. Nightly rentals, short term rental or vacation rental means a residential dwelling or building or any portion of a dwelling or building at Bandanna Ranch that

is offered for occupancy for fewer than thirty (30) consecutive days. Nightly, short term, or vacation rentals utilized or advertised through commercial rental programs (including but not limited to Airbnb, VRBO, or similar arrangements) are strictly prohibited.

3.17 Oil and Mining Operations. Without the express written permission from the Board, no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any Lot. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property or any Lot without Board approval.

3.18 Variances and Adjustments. The Board may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided that such is done in conformity with the intent and purpose hereof and provided also that in every instance such variances or adjustments will not be materially detrimental or injurious to the other property or improvements in the Subdivision. The granting of a variance shall not be construed as a precedent for other variance requests.

3.19 Association Rules and Regulations. In addition to the restrictions and requirements above, the Association from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Consistent with the Act, reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of fines shall be adopted by the Board specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

ARTICLE IV - ARCHITECTURAL STANDARDS & CONTROL

In addition to any restrictions stated in Article III above, the following shall apply to any construction, redesign, development or improvement to any Lot:

4.1 Dwelling and Fence Restrictions. In order to promote a harmonious community development and protect the character of the Subdivision, the following guidelines are set forth;

A. Exterior Materials. Exterior construction materials shall be limited to stone, stone veneer, brick, brick veneer, wood, cement board, vinyl, plastic, log, stucco, or metal and shall be earth tones indigenous to the area.

B. Reflective Materials. No reflective finishes other than glass shall be used on exterior surfaces, other than surfaces of hardware fixtures. These fixtures include, but are not limited, to roofing and projections above roof line, retaining walls, doors, trim, fencing, pipes, gates and equipment.

C. Colors. Colors are to be limited to earth tones indigenous to our natural environment. Color restrictions include blue, purple, pink, or any florescent colors which are not

harmonious with nature. White is discouraged. Silver, stainless steel or raw metal is inappropriate for any exterior building, shed, or other building construction. Silver may be used for gates and entry ways subject to Architectural Committee approval.

D. Lighting. All exterior lighting shall be either “fully shielded” or fitted with opaque hoods, shields, louvers, shades, and other devices to ensure that all light generated by the light source is directed downward and not outward horizontally. No exterior light source, including fixtures not mounted on the primary structure, shall be mounted higher than fifteen (15) feet measured from the actual grade immediately beneath the light source. No outdoor light fixture shall be operated by a “dusk to dawn” timer or sensor, unless motion sensor activated. Motion sensor light fixtures shall not be triggered by activity located off the property.

E. Fences. Fences or walls in the front of the Lots shall be of wood, brick or stone. Vinyl fencing may be approved by the Architectural Committee with proper application request. Chain link or concrete block walls are only allowed on back of Lot areas away from roadways and view. Use of barbed wire fencing is prohibited within the Subdivision. Fences, walls or hedges shall not exceed four (4) feet in height and shall be constructed in such a way as not to impede the flow, migration or travel patterns of any wildlife. Fences shall not be constructed within the thirty-three (33) foot road easements.

F. Mobile and Manufactured Homes. A mobile home, as defined by Utah Code Ann. 41 - 1a-102(38), may not be brought onto the subdivision and used as a structure. Manufactured homes, as defined by Utah Code Ann. 41 - 1a-102(36), are not permissible as a residence or any other structure. Manufactured homes should be constructed on a permanent foundation and be at least 24 feet by 24 feet in size. Existing mobile homes on Lots in every Phase of Bandanna Ranch may remain. Any modifications, improvements or expansions of existing mobile homes must follow the guidelines found in these CC&R's for Architectural Committee approval before any work is started. No new mobile home may be brought onto a lot to replace an existing mobile home.

G. Temporary Use. Travel trailers, motor homes and recreational vehicles as defined in Utah Code Ann. 13-14-102 (32), (15), and (24), (hereafter collectively referred to as "trailers") will be allowed, but only on a temporary basis. The trailers must be in good condition and of a color-combination as compatible with surroundings or as otherwise approved by the Architectural Committee. Trailers as defined herein, are not to become permanent fixtures or dwellings on the property and are not to be permanently attached to power, water or septic tanks. If it is determined that a trailer does not meet the requirements hereunder, the Board may issue notice to the Member that such trailer does not meet the requirements hereof, and the Member will then have sixty (60) days to either remove the trailer or bring it into conformity with the provisions hereof.

4.2 Design Guidelines. Design and construction of Improvements shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and such other building and design criteria and the Architectural Committee is hereby empowered to adopt rules (referred to as “**Design Guidelines**”) to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Property. All builders and Owners

shall comply with and are bound by the design restrictions herein and the Design Guidelines, if and when such are adopted (for remodels, exterior improvements, etc.).

4.3 Architectural Committee.

A. Appointment of Committee. The Board shall appoint the Architectural Committee consisting of not less than three (3) Members and not more than five (5) Members, for a three (3) year term, which may consist of Board members. Any Member of the Committee may be chosen as Chairman by the Board. In the event of a resignation by a Committee Member, a new Member shall be appointed by the Board for a three (3) year term.

B. Approval by Architectural Committee. No building or any other structure shall be moved onto, commenced, erected, improved, modified, or maintained upon the properties without the approval of the Architectural Committee. All construction of footings, buildings, homes, garages, corrals, walls, alteration of any stream or any other property improvements and modifications including clearing areas of a Lot of shrubs or trees for future foundations, driveways or parking shall **not** commence before receiving the approval from the Committee. All property improvements, modifications, and construction projects shall require a **written application** along with respective drawings and plans, being submitted to the Committee. The Application Form can be found on the **Bandanna Ranch website**. The completed application can be sent by U.S. mail to HC 63 Box 270201 Fruitland, Utah 84027 or they can be given to any Member of the Board or any appointed Member of the Architectural Committee. No utility installation shall require Committee approval unless such installation requires the need to encroach upon any other Lot not owned by the property owner requesting the approval. The Committee shall render their decision with ten (10) days following receipt of the written application. In the event a Member does not agree with the Committee's decision, the Member may petition the Board directly for review. Final decision by the Board will be made within 30 days of receipt of the petition. Decisions not received by the stated deadlines herein, shall be deemed as a denial of any application required herein.

C. Committee Discretion. The Architectural Committee shall not approve any improvement application unless, in the opinion of the Committee, the improvements meet the rules of these CC&R's, the Architectural and Use Restrictions as stated herein, or in guidelines duly adopted. Approval shall require two (2) signatures, both being Members of the Committee or one may be a Member of the Board.

D. Variances with Respect to Construction. The Board may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided that such is done in conformity with the intent and purpose hereof and provided also that in every instance such variances or adjustments will not be materially detrimental or injurious to the other property or improvements in the Subdivision. The granting of a variance shall not be construed as a precedent for other variance requests.

4.4 Building Time Restrictions. The exterior construction of all buildings and/or structures shall be completed within one (1) year following commencement of construction of that

particular building or structure. For the purpose of this Declaration, commencement of construction shall be considered to occur on the date the foundation of the structure or building is complete, regardless of the nature of the foundation, or if there is no foundation, as soon as piers or girders are laid. Additions to existing structures shall be completed within one (1) year from the time the written application along with the representative drawings and plans are approved by the Architectural Committee. Time extensions may be granted by the Architectural Committee upon showing of good cause and subject to conditions the Committee may impose. No extension shall be granted for more than one (1) additional year. In the event a Member does not agree with the Committee's decision, the Member may petition the Board directly for review of such opinion or decision. Final decision will be made by the Board within thirty (30) days. Decisions not received by the stated deadline, shall be deemed as a denial of the time extension.

4.5 Duchesne County Building Permit. In addition to Architectural Committee approval, all structures or modifications to structures require a building permit from the Duchesne County Department of Building Safety with few exceptions. An approved application from the Architectural Committee must accompany the building permit application to the Duchesne County Department of Building Safety. Upon County approval, a copy of the building permit shall be submitted to the Architectural Committee.

ARTICLE V - MAINTENANCE OBLIGATIONS

5.1 Owner's Responsibility. Each Owner hereby agrees to keep his/her respective Lot and all Improvements thereon in a clean, safe and tidy condition and maintain all Improvements in good repair.

5.2 Association Responsibility. The Association shall be responsible for maintenance, repair, and replacement upon the Association Property which are not to be maintained by the Owners as otherwise stated herein.

The Association shall also maintain all Common Area amenities which may be installed from time to time, including but not limited to roadways, gates, culverts, and perimeter fences (if any). However, if the Common Areas are damaged by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

The Association shall remove snow from Association roads during the winter months to the best of its ability and without budgetary confines in order to allow ingress and egress for full-time residents and any other Members who wish to utilize the property during the course of the winter, and to keep the roads reasonably free and clear of snow sufficient to allow fire protection vehicles, law enforcement vehicles, etc., access to Bandanna Ranch during the winter months. Roads within designated unimproved areas may not be subject to snow removal.

Additionally, any Common Areas improved or maintained by an Owner shall become the obligation of the Owner, not the Association, for continued upkeep and maintenance, at the cost of the Owner, pursuant to rules established by the Association.

ARTICLE VI - ASSESSMENTS

6.1 Covenant for Assessments.

A. Whether or not expressed on the deed, every person who shall become a legal or equitable Owner of any Lot in the Subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- (1) Annual common assessments (the “Annual Assessment”) as provided below.
- (2) Special assessments (“Special Assessments”) as provided below.
- (3) Individual assessments (“Individual Assessments”) as provided below.

B. No Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such member.

6.2 Annual Budget and Assessment.

A. Adoption of Budget. The Association shall prepare, or cause the preparation of, and adopt an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association, and shall include a reserve fund line item in an amount the Board determines to be prudent based on the reserve analysis (as defined in Section 6.13). If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall present the adopted budget to Owners at a meeting of the Owners, and the budget shall be posted at the Bandanna Ranch website, www.bandannaranch.com.

B. Determination of Annual Assessment.

(1) The amount of the annual assessment (“Annual Assessment”) against each Lot shall be established pursuant to a budget prepared by the Board. Notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period. Any annual assessment increase shall not exceed twenty percent (20%) in a 12-month period.

(2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(3) Equitable Changes. If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner’s Assessments on a current basis, the Board may determine

the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

6.3 Apportionment of Assessments. Assessments shall be apportioned as follows:

A. Annual and Special Assessments. All Lots shall pay an equal share of the Annual Assessment and Special Assessments commencing upon the date the Lots are made subject to this Declaration.

B. Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefitted (if not all Lots are benefitted) or to which the expenses are attributable as provided for below. Individual Assessments shall be charges that are attributable to less than all Owners as described herein.

C. Payment of Assessments. Upon resolution of the Board, installments of Annual Assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

6.4 Purpose of Assessments. The Assessments levied by the Association shall be used for payment of Common Expenses and any other expense incurred by the Association, including, but not limited to: (a) the improvement and maintenance, operation, care, and services related to the Common Areas; (b) the payment of insurance premiums; (c) the costs of utilities and other services which may be provided by the Association for the Community; (d) the cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) for promoting the recreation, health, safety, and welfare of the residents of the Property; and (f) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements as provided below. However, any expenditure that exceeds \$25,000.00 for maintenance and/or improvement to the Association's property or to purchase of an asset must be approved by at least a majority of voting Owners, once a quorum is established.

6.5 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. The Board may authorize a Special Assessment for any lawful purpose.

6.6 Individual Assessments. Any expenses which are not common expenses, and which benefit or are attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this

Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; (2) Expenses, other than common expenses, relating to the cost of maintenance, repair replacement and reserves of the Lots which may be incurred by the Association.

6.7 Nonpayment of Assessments. Assessments shall be delinquent if not paid within thirty (30) days of the stated due date, or within such other period established by the Board from time to time. The due date of any Special Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

A. Interest. Delinquent assessment balances shall bear interest at a rate of 2% per month, or at the rate established by the Board and as recorded in Board meeting minutes.

B. Late Charge. Delinquent payments may be subject to a late charge to be determined by the Board from time to time and as recorded in Board meeting minutes.

6.8 Lien. The Annual Assessment and all other Assessments imposed together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Lots against which the assessment or charge is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

6.9 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with late charges and interest at a rate to be established by the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.

6.10 Appointment of Trustee. (The following is required by Utah Code) By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the Owner's Lot and appurtenant Limited Common Area, and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the local County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

6.11 Enforcement of Lien. Pursuant to Utah law, the lien for nonpayment of assessments may be foreclosed by the Board judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

6.12 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as follows: the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability or lien for any Assessments thereafter becoming due.

6.13 Reserve Analysis.

A. Reserve Analysis Required. As required by Utah Code, the Board shall cause a reserve analysis to be conducted no less frequently than every six years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years. However, the Board may decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all Owners. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis. Utah law requires a reserve analysis for any Improvements on the Common Area that have a useful life of between three (3) and thirty (30) years.

B. Reserve Analysis Defined. "Reserve analysis" means an analysis to determine the need for a reserve fund and the appropriate amount of any reserve fund to be accumulated. A reserve analysis shall include:

(1) a list of the components identified in the reserve analysis that will reasonably require reserve funds;

(2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;

(3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;

(4) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and,

(5) a reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (4) above.

C. Reserve Analysis Summary Provided to Owners. The Association shall: (a) annually provide Owners a summary of the most recent reserve analysis or update; and (b) provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

6.14 Funding and Use of Reserve Funds.

A. The Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged under funding of the reserve account.

B. Unless approved by a majority of Association members for daily maintenance purposes, reserve funds may not be used for any purpose other than the purpose for which the reserve funds were established.

6.15 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each Owner.

ARTICLE VII - THE ASSOCIATION

7.1 Organization.

A. The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Title 16 Chapter 6a, as may be amended from time to time).

B. In the event the Association is at any time administratively dissolved by the Division of Corporations and Commercial Code, the Board may re-incorporate the Association without a vote of the Owners.

C. The affairs of the Association shall be governed by a Board as provided herein and in the Bylaws.

7.2 Membership. Each Owner during the entire period of Owner's ownership of one or more Lots within the Community shall be a member of the Association. The membership shall commence, exist and continue by simple virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

7.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Each Owner shall have one (1) vote in matters of the Association for each Lot owned as set forth in the Bylaws. When more than one person holds interest in a Lot, all persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. All voting rights shall be subject to the restrictions and limitations provided herein and in the By-Laws of the Association. Unless a higher or lower threshold is stated in the Governing Documents, the vote or approval of the "Association" shall mean a majority of the votes cast in favor of a matter, once a quorum is established. As stated in the original Bylaws and in the attached amended Bylaws, the failure of a member to return and cast a proxy/ballot sent to them on any voting matter, shall be deemed a conveyance and assignment of their proxy to the Board to exercise the Member's voting right as the Board deems it to be in the best interests of the Association.

7.4 Powers, Duties and Obligations. The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of association powers, including without limitation:

A. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (1) The Association shall maintain the Common Areas.
- (2) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- (3) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.
- (4) The Association may employ a managing agent to manage the affairs of the Association, subject at all times to direction by the Board of Trustees, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Trustees.

B. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under the Governing Documents.

Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into the exterior areas of any Lot or designated areas assigned to that Owner for the purpose of maintaining and repairing such Lot or area or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration. Except in case of an emergency, notice of intent to enter shall be provided to the Owner no less than 48 hours prior to entry. Emergencies shall be events or circumstances which may endanger the immediate health and safety of any Owner or any property within the Association.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents.

(2) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Lot on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

(a) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable.

(b) By majority vote the Board shall have the right to grant easements, sell or deed Common Areas of the Association to Owners.

7.5 Adoption of Bylaws. The Association has adopted Bylaws for the Association which are being recorded simultaneously with this Declaration.

ARTICLE VIII – RULES, ENFORCEMENT, APPEAL

8.1 Rules and Regulations.

A. The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the Rules and Regulations, subject to limitation and requirements of the law, including the right of the Owners to disapprove a rule pursuant to law, and subject to the Board’s duty to exercise business judgment on behalf of the Association and the Owners.

B. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Rules and Regulations, the Board shall:

(1) at least fifteen (15) days before the Board will meet to consider a change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a change to the Rules and Regulations;

(2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action under Section 8.1(A); and,

(3) deliver to the Owners a copy of the change in the Rules and Regulations approved by the Board within fifteen (15) days after the date of the Board meeting.

C. The Board may adopt a rule without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, an Owner, an occupant of a Lot, a Unit, or a Living Unit. The Board shall provide notice to the Owners of such a rule within fifteen (15) days of adoption by the Board.

8.2 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Governing Documents. The Board has all remedies at law or equity to enforce or protect the integrity of the Governing Documents by means deemed reasonable and necessary and as authorized by the Governing Documents and the Act. Voting rights may be suspended for any period of assessment delinquent or violations of the Governing Documents that are in violation at the time of an Association vote.

8.3 Fines. Pursuant to a schedule of fines duly adopted by the Board, the Board may assess a fine, against an Owner for a violation of the Governing Documents in accordance with the following provisions.

A. Warning. A written warning (“Warning”) shall be sent to the Owner of the lot. The Warning shall:

(1) describe the violation,

(2) state the rule or provision of the Governing Documents that the Owner has violated,

(3) state that the Board may, in accordance with the provisions of the law, assess fines against the Owner and suspend membership rights if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the Warning or assesses a fine against the Owner,

(4) if the violation is a continuous violation, state a time by which the Owner must cure the violation (which time must be at least 48 hours after the day the Owner is given the Warning), and

(5) state the amount of the fine that will be assessed if a continuous violation is not cured within 48 hours or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the Warning.

B. Initial Fine. The Board may assess a fine against an Owner if: (i) within one year after the day on which the Board gives the Owner a Warning, the Owner commits another violation of the same rule or provision identified in the Warning; or (ii) for a continuing violation, the Owner does not cure the violation within 48 hours after the day the Owner is given the Warning.

C. Subsequent Fines for Same Violation. After a fine is assessed against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time the Owner: (i) commits a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine.

D. Notice of Fine. Each time a fine is assessed, notice of the fine shall be sent to the Owner describing the violation, stating the rule or provision of the Governing Documents that the Owner has violated, and stating that the Owner may request an informal hearing before the Board to dispute the fine within 33 days after the date of the notice.

E. Membership Rights. An Owner shall not be deemed an Owner in Good Standing for 60 days after a fine is assessed against the Owner.

8.5 Appeal by Owner. Any Owner who is assessed a fine or other penalty or who has rights suspended may request an informal hearing before the Board to dispute the fine, penalty or suspension within thirty (30) days after the date 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 from time to time, or if none, in accordance with the standards determined by the Board at the hearing.

8.6 Action by Owners. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings. Prior to commencing any legal action, disputes between Owners shall be submitted to the Board of Trustees for mediation. Either Owner that is party to the

dispute may submit the matter in writing to the Board that describes the dispute and request a time to mediate the matter. Procedures for requests and mediations may be further clarified in a resolution adopted by the Board.

8.7 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

8.8 Purchase Subject to Assessments and Violations. Buyers shall take ownership of Lots subject to any violations of the Governing Documents which may exist concerning the Lot, whether or not such violations were disclosed by the seller of the Lot and whether or not the Association knew of the violations at the time of sale. Such buyers shall be liable for correcting such violations upon demand by the Association. Violations shall include, but are not limited to, any assessments incurred but unpaid at the time of the transfer.

ARTICLE IX - INSURANCE

9.1 Types of Insurance Maintained by the Association.

A. The Board shall at all times purchase, maintain in force, and pay the premiums for, (as well as such other insurance as it deems reasonable) if reasonably available, and consistent with that of similarly situated cabin properties in Duchesne County and with the Act: (1) property insurance for the Common Area, if required by law or deemed necessary by the Board; and (2) liability insurance with adequate limits of liability for bodily injury and property damage, but in no event less than one million dollars (\$1,000,000) per occurrence; and (3) Directors (Trustees) and officers (D & O) liability insurance coverage.

B. The Board may purchase and maintain in force, if and as deems reasonable, the following types of insurance:

(1) Fidelity. Fidelity insurance or bond covering all Board members, officers, agents, employees and other persons handling or responsible for the funds of, or administered by, the Association.

(2) Other. Any other policy as determined by the Board.

9.2 Owner's Insurance. Each Owner shall purchase and maintain adequate liability and property insurance on his or her Lot and Residential Dwelling subject to the following:

A. Primary Coverage. The insurance coverage of an Owner shall be primary. The Association shall not maintain insurance on an Owner's Lot, Residential Dwelling, personal property, or contents;

B. Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of its Lot or Residential Dwelling, the Owner shall promptly

proceed to repair or to reconstruct the damaged structure in a manner consistent with the original construction;

C. **Failure to Repair.** If the Board determines that any Owner has failed to properly discharge its obligation with regard to (1) obtaining adequate insurance; and/or (2) the repair or reconstruction of the damaged structure, then the Association may, but is not obligated to, provide such repair or reconstruction at the Owner's sole cost and expense as an individual assessment.

ARTICLE X - AMENDMENT AND DURATION

10.1 Amendments.

This Declaration, as well as the Plat, may be amended and any provision, covenant, condition or restriction whatsoever, may thereby be added, modified or deleted, if such amendment is approved by 67% of the total Lot Owners. An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration and is acknowledged and recorded in the appropriate County Recorder's Office.

10.2 Duration.

A. **Period.** All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of one hundred percent (100%) of all of the Owners of the Lots.

B. **Execution and Recording of Termination Certificate.** Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 Priority of Governing Documents. In the event of any conflict between or among this Declaration and any other Governing Document, the document in the highest priority beginning with the first document listed hereinafter shall prevail (as to any such conflict) over any later listed document: the Act, this Declaration and Plat, the Articles of Incorporation, Bylaws, Rules and Regulations.

11.2 Recovery of Costs and Attorney Fees. The Association shall be entitled to recover its costs and attorney's fees incurred for enforcement of this Declaration regardless of whether any lawsuit or other action is commenced. Such costs and attorney's fees shall automatically be and constitute an assessment against the Owner and the Lot. Additionally, the prevailing party shall be entitled to its attorney fees and costs in any dispute concerning any Governing Document,

including an action dealing with the declaration of rights and obligations thereunder with or without a defaulting party, whether such costs and expenses are incurred with or without suit; before or after judgment; in any appeal; in any bankruptcy or receivership proceeding; or in connection with any alternative dispute resolution proceeding.

11.3 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. 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 this Declaration.

11.4 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Trustees, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws. In the event 2 opposing votes are cast for the same Lot, the votes shall cancel each other out, both votes shall be disqualified and the vote or right of consent involved shall then be disregarded in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

11.5 Lessees and Other Invitees. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any Lot occupant, guest, invitee, lessee of any Owner, and each Owner shall indemnify and hold the Board and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Lot occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

11.6 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board or any Owner 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, Board or Owner as to any similar matter.

11.7 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in this Declaration shall be resolved by the Board, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and

terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the Community and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted.

11.8 Premises Liability. The Association and the Board is and shall remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and an Owner shall defend, indemnify and hold harmless the Association and Board against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

11.9 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the Board of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

IN WITNESS WHEREOF, Bandanna Ranch Homeowners Association has executed this Declaration this ____ day of _____, 2021.

BANDANNA RANCH HOMEOWNER'S ASSOCIATION

By:
Its:

STATE OF UTAH)
)ss:
County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2021 by _____.

Notary Public for Utah

EXHIBIT A

(LEGAL DESCRIPTION)

All Lots and Common Area _____, pursuant to the records of the Duchesne County Recorder's Office, state of Utah.

Parcel Numbers:

EXHIBIT B
BYLAWS
OF
BANDANNA RANCH HOMEOWNER'S ASSOCIATION

ARTICLE 1 - DEFINITIONS

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2 – ELECTRONIC MEANS – NOTICE & VOTING

2.1 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to any and all notices, voting matters (whether by members or the Board of Trustees) referred to in these Bylaws and the Declaration may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board of Trustees does so in good faith and has no reason to believe it is not the act of the member. A 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.

ARTICLE 3 – ASSOCIATION MEETINGS, VOTING, QUORUM

3.1 Annual Meetings. The Association membership shall meet annually each year for the Association's Annual Meeting, on the day and at a time and place within the State of Utah stated in the notice of such meeting.

3.2 Special Meetings. The Association, by and through the Board of Trustees, shall notice, hold and conduct a special meeting of its Members: (1) on call of the President or a majority of the Board of Trustees, 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 Owners eligible to vote holding at least thirty percent (30%) of the total votes of the Association.

3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person designated by the Board of Trustees, by delivering a copy of such notice to each member entitled to vote thereat, in accordance with the notice requirements specified in the Act, these Bylaws or if posted on the Association's official website, sent by email or any other electronic means sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Board of Trustees. Notice shall always be deemed fair and reasonable if given at least fifteen (15) 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. If delivery is by mail, it shall be deemed to have been delivered 24-hours after deposited via regular U.S. mail. As stated, posting notice of meetings on the Association's official website shall be deemed sufficient notice.

3.4 Voting. Each Lot shall be allocated one (1) vote for each Lot in which the interest required for membership in the Association is held. The Board of Trustees shall be entitled to vote on behalf of any Lot which has been acquired by or on behalf of the Association. Additionally, as stated in the original Bylaws and in these amended Bylaws, the failure of a member to return and cast a proxy/ballot sent to them (to the address on the Association's records) on any voting matter, shall be deemed a conveyance and assignment of their proxy to the Board to exercise the Member's voting right as the Board deems it to be in the best interests of the Association.

A Record Date. The day of record for establishment voting eligibility shall be ten days prior to ballot deadline, including the balloting day.

B. Eligibility. No lot shall be eligible to vote which has unsatisfied lien(s) filed by the Association. Further, no lot shall be eligible which is more than ninety days delinquent in Association dues or assessments.

3.5 Proxies and Absentee Ballots. A vote may be cast in person, by proxy, by absentee ballot, or by any means permitted under these Bylaws. 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 prior to a Meeting, or in accordance with other procedures adopted by resolution of the Board of Trustees. 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 of Trustees if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Lot. As set forth in Section 3.4 above, the failure of a member to return and cast a proxy/ballot sent to them (to the address on the Association's records) on any voting matter, shall be deemed a conveyance and assignment of their proxy to the Board to exercise the Member's voting right as the Board deems it to be in the best interests of the Association.

3.6 Quorum of Owners.

A. At any meeting of the Lot Owners, the Owners entitled to cast, representing more than thirty percent (30%) of the total votes of Owners, represented in person, by proxy, or by written ballot, shall constitute a quorum. Any voting rights established under Section 3.4 and 3.5 of these Bylaws shall count towards the quorum requirement.

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

3.7 Binding Vote. Action on a matter other than the election of trustees is approved and shall be binding upon all owners for all purposes if a quorum exists and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Governing Documents.

3.8 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 of Trustees members; (g) Unfinished business; (h) New business; and (i) Adjournment.

A. Any member eligible to vote may request items for consideration by notifying any trustee of such item(s). If the requesting member will not be personally present, then such agenda item for consideration shall be in writing.

3.9 Meeting Procedure. Rules of order may be adopted by resolution of the Board of Trustees, 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.

3.10 Action Taken Without a Meeting. Any action that may be taken at any annual, regular, or special meeting of Owners or Trustees 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 being taken shall require unanimous consent of the Board of Trustees. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

ARTICLE 4 – BOARD OF TRUSTEES – SELECTION, ELECTION, TERM OF OFFICE

4.1 Number, Term and Qualifications.

A. The affairs of the Association shall be governed by a Board of Trustees composed of five (5) Board members who shall be the Owners of the Lots.

B. Once a quorum for a community-wide voting meeting is established (for example, the annual meeting), then pursuant to the procedures and policies of the Board for Board member elections for each phase, one Trustee shall be elected from each of the four phases (Buckboard, Stagecoach, Elkhorn, Chuckwagon/Moose Ridge) who shall be elected by the eligible membership of the aforementioned phases. The remaining trustee shall be elected at large by the membership in general. For any election of Trustees, once a quorum is established, those candidates receiving the highest number of votes shall fill any open seats on the Board.

C. Term and Term Limits. Each Trustee shall serve for a two (2) year term, with members elected in alternating years such that in no election shall all Board positions be vacant and open for election. No Trustee shall serve more than three (3) consecutive terms. No Trustee may serve consecutive terms who has not attended at least fifty percent (50%) of the scheduled trustee meetings during the previous term.

B. All Board members must be an Owner or the spouse of an Owner of a Lot or a designated representative for each Lot. Such a representative must be designated by the Lot Owner in advance of any voting meeting. A representative of an entity which owns a Lot may serve on the Board of Trustees, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve on the Board of Trustees if the corporation, LLC, partnership, trust or estate owns a Lot.

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

ARTICLE 5 - MEETINGS OF THE BOARD OF TRUSTEES

5.1 Regular Meetings Notice to Board of Trustees Members. Regular meetings of the Board shall be held at such date, time and place as may be fixed from time to time by the Board of Trustees distributed to each Board member, and if so fixed, no other notice thereof need be given to Board members. 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 with notice to all members of the Board. In no event shall the Board meet less than twice annually.

5.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two (2) Board members, after not less than 48 hours' notice to each Board member by mail, electronic mail, telephone, or facsimile, unless waived pursuant to 5.7 below. The notice must state the date, time, and place of the meeting.

5.3 Meeting Procedure. Formal rules of order shall only apply to any Board of Trustees 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 Trustees 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.

5.4 Open Meetings. All meetings of the Board shall be open to Owners and their families. 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 Trustees, whether in person or by means of electronic communication in real time at which the Board can take binding action.

5.5 Meetings by Telephonic or Electronic Communication in Real Time (e.g., by Conference Call or Video Conference). In the event of an emergency, or by decision of the Board of Trustees, and to the fullest extent allowed by law, meetings of the Board of Trustees may be conducted by means of electronic communication that allows all members of the Board of Trustees participating to be able to communicate verbally in real time.

5.6 Waiver of Notice. Any Board of Trustees member may, at any time, waive notice of any meeting of the Board of Trustees in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board of Trustees member at any meeting of the Board of Trustees shall constitute a waiver of notice by the Board of Trustees member, except where the Board of Trustees 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 Trustees members are present at any meeting of the Board of Trustees, no notice to Board of Trustees members shall be required and any business may be transacted at the meeting.

5.7 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.

5.8 Quorum and Acts. At all meetings of the Board of Trustees, three (3) existing Board of Trustees members shall constitute a quorum for the transaction of business and the acts of the majority of the Board of Trustees members present shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, 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 Trustees member may be considered to be present at a meeting and to vote if the Board of Trustees member has granted a signed written proxy: (i) to another Board of Trustees member, or other person, who is present at the meeting; and (ii) authorizing the other Board of Trustees 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 TRUSTEES

6.1 General Powers and Duties. The Board of Trustees 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.

A. Limitation. The Board of Trustees expressly may not borrow any monies on behalf of their duties and shall not pledge any Association assets against such debt without approval of at least sixty-seven percent (67%) of the total votes of Owners in the Association.

6.2 Best Interest of Association and Reliance on Information. A Board of Trustees member or officer shall discharge the Board of Trustees 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 Trustees member or officer reasonably believes to be in the best interests of the Association. The Board of Trustees 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.

6.3 Reliance on Information. In discharging duties, a Board of Trustees 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 Trustees 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 Trustees member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board of Trustees member, a sub-committee of the Association or Board of Trustees of which the Board of Trustees member is not a member if the Board of Trustees member reasonably believes the sub-committee merits confidence.

6.4 Conflicts of Interest.

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

B. A Board of Trustees member shall avoid conflicts of interest or conflicting interest transactions, unless: (1) the material facts as to the Board of Trustees member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Trustees and are recorded in the Board meeting minutes, (2) the Board of Trustees in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Board of Trustees members (even if the disinterested Board of Trustees members are less than a quorum), and (3) the conflicting interest transaction is fair as to the Association. Actions taken by the Board under this section shall be

recorded in Board meeting minutes.

6.5 Resignation. Any Trustee may resign at any time by giving written notice to the Board of Trustees, 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.

6.6 Removal of Trustees. Any Trustee may be removed, either with or without cause, upon an affirmative vote of a majority of the members of the Board of Trustees, by the majority vote of Owners voting in a meeting of the Lot Owners, or by a petition of two-thirds (2/3) of the Lot Owners. Absenteeism of more than 50% of scheduled Board of Trustee meetings shall constitute a tendered resignation by the absent elected Trustee.

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. The Board of Trustees may designate the office of assistant treasurer and assistant secretary and the Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

B. Qualifications. The Officers of the Association shall be elected by and from the Board of Trustees and shall cease to be an officer upon ceasing to be on the Board of Trustees. Any Board of Trustees member may be an officer of the Association.

C. Multiple Offices. A person may simultaneously hold more than one office, except that the president and treasurer shall not be the same person.

D. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

7.2 Election and Vacancies. The officers of the Association may be elected by the Board of Trustees at the organizational meeting of each new Board of Trustees or any Board of Trustees meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Trustees shall elect a successor to fill the unexpired term. There shall be no term limit for any Officer so long as the Officer is also a member of the Board.

7.3 Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, 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 Trustees. Any officer may be removed, either with or without cause, upon an affirmative vote of a majority of the members of the Board of Trustees.

7.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a vote of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

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 Trustees, to the extent not inconsistent with these Bylaws or the Declaration. The Board of Trustees may delegate any powers or duties of officers to other persons or agents as the Board of Trustees deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration or these Bylaws on behalf of the Association in accordance with the amendment provisions of the Declaration or these 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 Trustees. 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 Trustees. 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 Trustees and the minutes of all meetings of the Association, have charge of such books, papers and records as the Board of Trustees may direct, shall have the responsibility for preparation and maintenance of other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 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 Trustees and disbursing funds as directed by resolution of the Board of Trustees. Disbursements need only bear the signature of one (1) Trustee once approved by the Board.

ARTICLE 8 - INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Each Board of Trustees 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 Trustees member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board of Trustees member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 9 - 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.

9.1 General Records.

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

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. Membership Roll. The Membership roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. The account shall designate the Lot 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.

ARTICLE 10 - AMENDMENTS

At least sixty-seven percent (67%) of the total votes of Owners in the Association is required to amend these Bylaws except where a higher approval requirement is expressly stated in the Declaration or these Bylaws. An amendment shall not be valid until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded

against the Lots in the records of the County Recorder.

ARTICLE 11 - MISCELLANEOUS

11.1 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these 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.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. 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 Bylaws.

11.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Trustees.

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this ____ day of _____, 2021.

**BANDANNA RANCH HOMEOWNER'S
ASSOCIATION**

By:
Its: