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# BIG HORN

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# RANCH ASSOCIATION

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2022

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**AMENDED ARTICLES OF INCORPORATION  
OF  
BIG HORN RANCH ASSOCIATION  
P. O. Box 924  
American Fork, Utah 84003  
  
A Utah Non-Profit Corporation**

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**ARTICLE I  
NAME**

- 1.1 The name of this Utah Non-Profit Corporation is **BIG HORN RANCH ASSOCIATION.**
- 1.2 The principal place of business of the Association shall be at or in American Fork, Utah. The Association may have such offices as may be established by the Governing Board from time to time. The business of this corporation may be conducted in all counties of the State of Utah and in all states of the United States, and in all territories thereof, and in all foreign countries as the Governing Board shall determine.

**ARTICLE II  
DURATION**

- 2.1 The period of duration of this corporation shall be perpetual unless dissolved or otherwise terminated according to law.

**ARTICLE III  
PURPOSE**

- 3.1 The purpose of the Association shall be to own, control, maintain, preserve and manage Association-owned or controlled property primarily for outdoor recreation activities such as, but not limited to, hunting, fishing, picnicking, backpacking, camping and any other approved activity authorized by law.
- 3.2 The Association shall have all the powers, rights, privileges, duties, and obligations authorized by law unless restricted by these Articles of Incorporation or by the Bylaws adopted as provided herein, except that the Association shall not participate in or support in any way, any partisan political or religious activity or organization.
- 3.3 No person, member or non-member, shall, except as provided hereafter, permit any vehicle operation upon Association-owned or controlled property which would not constitute legal operation upon public property. Further, certain vehicles shall be prohibited from operating upon Association-owned or controlled property, even though such operation would be permitted upon

public property. Such prohibited vehicles shall be described in the Bylaws. However, the forgoing prohibitions shall not prevent or prohibit the operation of any vehicle for firefighting, search and rescue or other emergency or medical purposes. In addition, the Governing Board shall have the right to authorize the use of any vehicles when such use is for construction, maintenance, security or to assist a person with physical handicaps upon Association-owned or controlled property.

## **ARTICLE IV MEMBERS/STOCK**

- 4.1 The Association is authorized to issue no more than One Hundred Seventy-One (171) shares of the Association. The shares shall all be of one class. The Association shall issue every shareholder a numbered certificate as evidence of the share owned by the shareholder. An individual may hold more than one share of the Association. Fractional shares shall not be issued or transferred.
- 4.2 Annual dues shall be assessed to each shareholder by the Governing Board as provided in the Bylaws. Dues shall be assessed against each share of the Association. The amount of dues to be paid by each shareholder shall be the amount of dues per share multiplied by the number of shares held by the shareholder. Any increase of the yearly dues shall be voted on by the board of directors.
- 4.3 Shares may only be held by natural persons. No corporation, partnership, joint venture, association, or other entity may obtain or hold an interest in the Association. Notwithstanding the foregoing prohibition against shares in the Association being held by other than a natural person, it is recognized that from time to time, because of death, bankruptcy or other unfortunate circumstance or situation, ownership control may vest temporarily in an entity other than a natural person. During such time that ownership control temporarily vests in other than a natural person, all dues and other obligations must be kept current. However, the entity other than a natural person shall not be a member of the Association and shall not have the rights of voting or use privileges associated with being a member of the Association.
- 4.4 Only members of the Association may participate in the activities and the benefits of the Association. The total number of individual members in the Association shall vary from time to time, but shall never be more than the number of shares of the Association.
- 4.5 The Association shall have one class of member. Every natural person who owns one or more undivided unit or share, either paid-up or current in subscription payments, shall be a member. Only a shareholder, the

shareholder's spouse and a shareholder's children unmarried and under the age of Twenty-Six (26) who is living with the shareholder shall have Association privileges under the shareholders share.

- 4.6 A member shall not be considered in good standing if the member is being censured by the Association for rules or regulations violations as authorized in the Bylaws, or if the member is delinquent in any Association financial matter.
- 4.6.1 Any member of the Association who commits or willingly participates in any felony or personally uses, grows, cultivates, sells, manufactures, distributes or allows someone else to use, grow, cultivate, sell, manufacture or distribute illegal drugs in any form or way upon Association-owned or controlled property, shall, as liquidated damages to the Association, surrender all shares owned by the member to the Association. A member shall not be considered in good standing upon being charged with the commission or participation in a felony or assisting or allowing another in using, growing, cultivating, selling, manufacturing or the distribution of illegal drugs upon Association-owned or controlled property. The member's shares in the Association shall automatically revert to the Association upon the member's conviction of doing the act or acts personally or of assisting another or allowing another to do the act or acts.
- 4.6.2 Sanctions for the commission of or willing participation in a misdemeanor upon Association-owned or controlled property shall be covered in the Bylaws.
- 4.7 Membership cards shall be issued to members in good standing each year containing the owners' name, the share number as shown on their certificate and the new lock combinations. Membership cards and lock combinations will not be issued to members not in good standing.
- 4.8 There shall be an Annual Meeting of the Association to be held between January 15 and March 15 of each year on such date and at such time and place as determined by the Governing Board. At the Annual meeting the members shall elect Trustees to the Governing Board as provided herein, review the proposed annual budget for the year, receive reports from the Governing Board and transact any other business of the Association as determined by the Governing Board. Notice of the Annual Meeting stating place, date and hour plus the Meeting Agenda shall be given to each member either in person or by mail by the Governing Board. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the member at the address as it appears on the current records of the Association, with postage thereon prepaid. Notice of the Annual Meeting shall be given to the membership no more than Forty-Five (45) and

not less than Twenty-One (21) calendar days before the meeting.

- 4.9 Special meetings of the membership may be called by resolution of the Governing Board, or by petition to the Governing Board of no less than one-fifth (1/5) of the members entitled to vote at a membership meeting. Notice of Special Meetings shall be made by the Governing Board to the membership in the same manner and providing the same timely notice, as for the Annual Meeting. If the membership petitions for a Special Meeting, notice shall be sent to the membership within Forty-Five (45) calendar days of receipt of the petition by the Governing Board, provided however, that the Governing Board shall not be required to hold or call a Special Membership Meeting within Sixty (60) calendar days either before or after the Annual Meeting or any other Special Meeting.
- 4.10 The membership represented, either in person or by proxy, at a duly-called Annual Meeting or any Special Membership Meeting, shall constitute a quorum. A majority vote of those thus represented shall be necessary for the adoption of any matter voted on by the members unless a greater number is required by law, these Articles of Incorporation or the Bylaws.
- 4.11 Should the Governing Board deem it in the best interest of the Association to sell or trade any Association-owned real property, the Governing Board shall first present the matter to a vote of the membership at a Special or Annual Meeting. The notice to the membership shall include information regarding the proposed sale or trade. After the proposed sale or trade has received at least two-thirds (2/3) of the votes entitled to be cast by the members represented at the meeting, either in person or by proxy, the Governing Board shall then become the attorney-in-fact for all members, and have the right to convey the subject real property free and clear of any and all claims of any member.
- 4.12 It shall be the responsibility of the member to keep the Association advised of his current mailing address. Failure of the member to receive a notice of any kind from the Association shall rest solely with the member. Any and all notices to members shall be considered delivered to the member when mailed to the address of the member as it appears on the records of the Association, with postage thereon prepaid.
- 4.13 Membership in the Association shall terminate when an individual ceases to own at least one undivided membership share in the Association.
- 4.14 Each member in good standing shall be entitled to one (1) vote for each share owned by that member in the Association. However, no member may vote more than ten (10) shares regardless of the number of shares held by that member. All votes shall be cast in person or by proxy at member meetings

unless the Governing Board, at its sole discretion, shall approve a matter to be voted on by mail ballot.

## **ARTICLE V BY-LAWS**

- 5.1 Provisions for the regulation of the internal affairs of the Association shall be set forth in the By-Laws which from time to time shall be adopted by the members.

## **ARTICLE VI GOVERNING BOARD**

- 6.1 The affairs of the Association shall be managed by a Governing Board of Trustees subject to the instruction of the membership at the Annual Meeting or a duly-called Special Membership Meeting. The number of Trustees on the Governing Board shall be as provided the Bylaws. Each Trustee shall be a member in good standing, or the legal spouse of a member in good standing, provided that said member is not also a Trustee, and shall hold office as provided in the Bylaws. Should a Trustee, or a Trustee's spouse, fail to remain a member in good standing, the Trustee shall be considered to have resigned and shall be replaced as provided in the Bylaws. Those Trustees currently in office shall remain in office until the respective terms expire and they have been duly replaced.
- 6.2 The Association shall indemnify and hold harmless the Trustees from any and all obligations and damages resulting from the good faith acts or good faith omissions believed to be taken or not taken in the best interests of the Association. Such indemnification shall be for the benefit of any and all Trustees, either past, present or future, collectively or singularly.

## **ARTICLE VII AMENDMENT TO ARTICLES OF INCORPORATION**

- 7.1 These Articles of Incorporation shall themselves be amended in the following manner: The Governing Board shall adopt a resolution setting forth the proposed amendments and directing that they be submitted to the membership having voting rights either at an Annual or Special Meeting. Written or printed notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote at such meeting within the time and in the manner provided herein. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3) of the votes entitled to be cast by the members represented at the meeting either in person or by proxy.

**ARTICLE VIII  
DISSOLUTION**

- 8.1 The dissolution of the Association shall be carried out according to law, with all net assets being distributed to the shareholders according to the number of shares owned.

**ARTICLE IX  
REGISTERED AGENT**

- 9.1 Only Trustees may be registered Agents for the Association.
- 9.2 The currently appointed Registered Agent for the Association shall continue to serve as Registered Agent until such time as a replacement is appointed by the Governing Board.

**ARTICLE X  
EFFECTIVE DATE**

10.1 The changes contained in these Amended Articles of Incorporation were approved by the membership of the Association at the Association's 2022 Annual Meeting held February 25, 2022 to be effective March 1, 2022.

I, Gary Wells, as President of the Big Horn Ranch Association certify that to the best of my knowledge the above Amended Articles of Incorporation reflect the changes approved at the 2022 Annual Meeting of the Members of the Association.

DATED: February 25, 2022

  
\_\_\_\_\_  
Gary Wells, President

ATTEST:

  
\_\_\_\_\_  
Kerry Evans, Secretary



# BIG HORN RANCH ASSOCIATION

## MARCH 2022

## BYLAWS

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### Part One

#### Introduction

- 1.1 TITLES. The titles of the separate sections used in these Bylaws are for convenience only and do not in any way restrict the contents or meaning of the sections.
- 1.2 PRINCIPAL OFFICES. The principal office of the Association shall be at or in the City of American Fork, County of Utah, State of Utah. The mailing address is P. O. Box 924, American Fork, Utah. 84003.
- 1.3 PURPOSE. The purpose of the Association is to maintain, preserve and manage Association owned or controlled property primarily for outdoor recreation activities for the Association members and their families. To further this purpose and objective, the Association shall strive to do the following:
  - 1.3.1 Develop for safe, healthful and harmonious use by members and their families, recreational facilities including hunting, fishing, picnicking, sightseeing, horseback riding, backpacking, ATV riding, together with other approved outdoor activities.
  - 1.3.2 Promote the collective and individual interest and rights of all persons owning an interest in the association.
  - 1.3.3 Provide security for, making improvements to and maintenance of the Association owned or controlled property, rest room facilities, roads, trails, bridle paths, picnic areas, archery range, gun range, fishing pond, and other facilities of whatever kind or nature to promote use and enjoyment of Association owned or controlled property by the members and their families.
  - 1.3.4 To own, rent, or lease such real and/or personal property as may be necessary or prudent for the transaction of business to fulfill the purposes and objectives of the Association.

- 1.4 **VALIDITY.** Invalidation of any separate section of the Bylaws, either in whole or in part, shall not affect the validity of any other section of these Bylaws and such other provision, or provisions, shall remain in full force and effect. Further, throughout these Bylaws the neuter shall include the feminine and masculine and vice versa, the masculine shall include the feminine and vice versa, the singular shall include the plural and vice versa, unless the context indicates otherwise.
- 1.5 **CIRCUMSTANCES NOT COVERED.** In the event that a specific circumstance is not included or covered in these Bylaws it will then go to the discretion of the Governing Board.

## **Part Two**

### **Members and Certificates**

- 2.1 **DEFINITION OF A MEMBER.** Any natural person owning one or more shares of the Association shall be a member. A member's legal spouse and a member's children under the age of 26 who is unmarried and still living at home are defined as the member's immediate family. The member and a member's immediate family may enjoy the benefits of a member's membership. A person can only be considered a member of one (1) family's membership as defined by family above. No corporation, partnership, joint venture, association, or other entity may be a member. During the time that ownership control of shares of the Association shall vest in other than a natural person, all obligations of the shares, including dues, must be kept current, but the entity owning such shares shall have no voting rights or use privileges associated with that ownership.
- 2.2 **COSTS OF MEMBERSHIP.** The following costs shall be assessed to the members of the Association.
- 2.2.1 **FEES.** No fee is required for membership in the Association. There shall, however, be a transfer fee to cover the administrative costs of transferring or assigning memberships. The transfer or assignment fee will be established by the Governing Board annually at the time annual dues are established and if transfer or assignment fees are not established by the Governing Board at the time the annual dues are established the existing or prior established transfer and assignment fees shall continue in force until new transfer and assignment fees are established.

- 2.2.2 DUES. Annual dues shall be assessed by the Governing board. Dues shall be assessed against each membership share. The total amount due from each member shall be the amount assessed per share multiplied by the number of shares owned by the particular member. Dues may vary from year to year but no annual increase shall be in excess of One Hundred \$100.00 per share without the majority vote of the membership, entitled to cast votes, in attendance or represented by proxy at the annual meeting or a special meeting of the membership.
- 2.2.3 SPECIAL ASSESSMENTS. From time to time it may be necessary for the Association to levy special assessments upon the membership in addition to the annual dues. Any such special assessment shall be recommended by the Governing Board and approved by a two-thirds (2/3) majority vote of those in attendance or represented by proxy, entitled to vote at any membership meeting.
- 2.2.4 INDEMNIFICATION. Each member shall indemnify and hold harmless the Association from any and all willful or negligent acts committed by the member or any guest of the member. Said indemnification shall be for damage to Association-owned or controlled real or personal property or damage to personal property rightfully upon the Association-owned or controlled property or for any willful or negligent act or acts for which the Association is held responsible. In the event that unauthorized direct access to Association-owned or controlled property is provided, or the unauthorized giving of the lock combination(s), to either a member or any non-member, to Association-owned or controlled property, a fine of \$100.00 plus attorney's fees in addition to any other damage charges shall be assessed.
- 2.2.5 PAYMENT DATES. Annual dues shall be established by the Governing board prior to or within sixty (60) calendar days after the Annual meeting. Said dues shall become delinquent after May 15. Unless provided otherwise by approval of the membership, special assessments shall become delinquent if not paid within sixty (60) calendar days after notice is mailed to the membership.
- 2.2.6 LATE PAYMENTS. Any dues, special assessments, fines or any other financial obligations, which are late or delinquent when paid each year, there will be an assessment of either Twenty-Five Dollars (\$25.00) or eighteen percent (18%), whichever is greater. This will be assessed on the amount due on the day they become delinquent. Additionally, interest computed annually at the maximum allowable rate shall be charged on both the payment and the late fee until the Association receives full payment.

2.2.7 DEFAULT IN PAYMENTS. When a member is delinquent or has defaulted in making any payment to the Association, that member shall not be considered a member in good standing. During the time a member is not in good standing, that member shall not have any voting, hunting, or other use rights of any kind arising out of membership in the Association.

2.2.7.1 Further, when a member becomes delinquent by more than thirty (30) calendar days, the Association shall have the right to advise the member that unless payment is received within thirty (30) calendar days after notice is given, the monies then due and owing to the Association shall, at the option of the Association, become a lien upon the member's interest in the Association. The Association shall have the right at any time after expiration of thirty (30) calendar days to record a lien and to proceed thereon as provided by law. The Association shall also have the right at any time after expiration of the 30-calendar day notice to elect not to file a lien, but to commence a personal action against the member for collection in any court of competent jurisdiction.

2.2.7.2 In addition to the above, the Association shall also have the right after three (3) calendar years of continued delinquency of a member to seize the delinquent share(s) and after giving the member a minimum of 60-calendar days written notice transfer the delinquent share(s) to the highest bidder.

2.2.7.3 Prior to the announcement to the Association membership the Association may, by action of the Governing Board, purchase the share(s) from the member at a mutually agreeable price. Prior to accepting bids upon or for the delinquent share(s) the Association shall announce the pending sale to the Association membership by a regular or special mailing. The notice to the Association membership shall include the certificate number(s) and dollar amount of the delinquency for each certificate. The notice shall also contain a bid form to be returned to the Association prior to the closing date for bidding. The closing date for bidding shall be no sooner than forty-five (45) calendar days after mailing by the Association or its agent of the notice and bid form. All bids shall be sealed and returned to the Association either by mail to the Association post office box and bearing a postmark no later than the date stated in the announcement or to be delivered in person to the Association at the Governing Board meeting next following the postal closing date. Bids delivered to an Association Trustee or Alternate Trustee will not be accepted as being responsive to the invitation. The Association shall have the right to reject any or all bids

for whatever reason the Governing Board deems in the best interest of the Association. The time frame for redemption by the highest bidder(s) for the share(s) shall be as stated in the announcement. After redemption by the highest bidder(s) the Association shall issue a new certificate(s) and shall thereafter remove the member's name from the Association records as applicable. All monies received by the Association for the sale of the share(s) in excess of the delinquencies, and current assessments and a given fee that can be adjustable at any time to cover expenses, shall be mailed to the prior owner at the address on the Association records within 90 calendar days of the receipt of bids.

2.2.7.4 The foregoing rights shall not lapse but shall continue until the Association has received satisfaction.

2.2.7.5 If at any time a check made to the Association by a member for any payment that is due is dishonored by the financial institution upon which it is drawn for any reason it shall be deemed that the payment was not made and the member shall be deemed as delinquent and in default of making the payment until such time as the member reimburses the Association for the amount of the dishonored check along with any fees assessed by the Associations financial institution by reason of the dishonored check. All revocation of rights described herein by reason of default shall be as of the date of dishonor.

2.3 VOTING. At any meeting of the membership, if a member is entitled to vote, he may vote by proxy. Said proxy shall be executed in writing and mailed by the member to the Association Secretary or the written proxy shall be witnessed and then be registered with the Association Secretary prior to voting. No proxy shall be valid more than six (6) months after its execution unless otherwise specifically provided in the proxy.

2.4 VOTING BY MAIL. Anywhere member voting is mentioned in these Bylaws the vote may be by mail ballot at the option of the Governing Board unless a mail ballot would be contrary to laws or is specifically prohibited by these Bylaws or the Articles of Incorporation. If the Governing Board selects mail ballot, all ballots must be mailed in an envelope containing nothing but the ballot (s) and clearly marked on the face thereof as containing a ballot or ballots. The Governing Board shall set a ballot return date no sooner than thirty (30) nor more than forty-five (45) calendar days after the ballots are mailed to the membership. Ballots postmarked after the ballot return date shall not be tallied when ballots are counted. Prior to opening any mail ballots, all ballots' postmarks shall be examined and when the postmark is not legible the Governing Board shall determine if the mail ballot contained in the questionable envelope shall be counted.

- 2.5 SELLING SHARES. A member may sell all or any number of shares owned by the member to any natural person, however, prior to the sale the share(s) to be sold must first be offered to all current members in good standing for 90 days at the price offered to the general public. The member selling the share(s) shall come to a Board of Director meeting stating his intentions to sell the share. The board will then advertise the share for sale on the Big Horn Ranch web page and quarterly newsletter. If the member selling the share changes the intended price, the 90-day advertising time will start over. The Governing Board has the right to accept or reject all sales. All prospective purchasers of shares shall agree to follow all By-Laws and any rules and regulations of the Association.
- 2.5.1 Shares sold to Ranch members or member of the general public, cannot be re-assigned to a non-member for a period of one year after the sale of the share in question. After one year the membership can be assigned to a non-member but cannot be sold to the non-member for a period of two years after the original date of purchase. All sales of shares must be approved by the governing board.
- 2.6 TEMPORARY ASSIGNMENTS. A member may temporarily assign all his rights of membership, except voting privileges and Governing Board membership, to any one person, provided that the member is in good standing at the time of the assignment.
- 2.6.1 The proposed assignee must agree to abide by these By-laws and the rules and regulations of the Association. The proposed assignee must appear before the Governing Board before approval.
- 2.6.2 The Governing Board must give approval of any proposed temporary assignment before the assignment is effective. The approval may be given at the sole discretion of the Governing Board.
- 2.6.3 Whereas, the Assignor being the owner of a beneficial share numbered of the Big Horn Ranch Association, Inc., of American Fork, Utah 84003, desired to Assign all rights to said share to the above-named Assignee.
- 2.6.4 Whereas, the share is in good standing according to the Articles of Incorporation and the By-Laws of the Association, with all fees and Assessments being current as of the date of the assignment.

- 2.6.5 Therefor, as of the date of this assignment, the Assignee is responsible for all fees and assessments levied by the association upon this membership, until further notice by the Assignor and Assignee.
- 2.6.6 Furthermore, the Assignor surrenders all rights of use in association with this share until such time as the assignment shall be canceled.
- 2.6.7 The Assignor agrees to assume all responsibility for payment of fees and Assessments levied by the Association upon this membership should the Assignee fail to pay them by the required date.
- 2.6.8 The assignee acknowledges that he is subject to and bound by the Articles of Incorporation and By-laws of the Big Horn Ranch Association, Inc.
- 2.6.9 The Assignee has the right to use all the Association owned or controlled properties. The property description is on file with the Association President and Secretary and may be reviewed upon request. The Association owned or controlled properties may change as leases expire and renew, new purchase entered into, and right of ways established or exchanged. The Assignee is subject to all the terms of lease agreements entered into by the Association with other entities. The purchase, sale, exchange, financing, encumbering, releasing, terminating, improving, developing or in any manner dealing with real property in which the Association has an interest shall be handled as provided in the Articles of the Association.
- 2.6.10 The Assignee agrees further, that he will abide by the laws of the State of Utah and all applicable game laws and proclamations. The Assignee agrees that should they conduct or participate in illegal activities at or on Association Properties, and be convicted of the same, during the term of this agreement, that this certificate of assignment shall be canceled and all rights revoked, with all prior payments to the Association, by the Assignee being forfeited to the Association as punitive damages.
- 2.6.11 The agreement will remain in effect until the Assignee advises the Association in writing, to cancel the assignment, or the assignment is canceled for cause.
- 2.6.12 The agreement shall remain in effect for not less than one year (365 days) from the date of the agreement. If the agreement is terminated by the Assignee or Assignor prior to one year, the Assignor agrees to pay a \$1000.00 (one thousand dollars) processing fee to the Association.

- 2.6.13 The board shall maintain a record of the official date of transfer from Assignor to Assignee once all forms are approved, signed, and dated and all fees assigned to the share are current.
- 2.6.14 The Governing Board may, at its discretion, terminate any given assignment for any reason other than discrimination, at any time.
- 2.7 ATTORNEYS FEES. Any member who files a complaint against the Association in any court of law, and loses, shall be responsible for all expenses including court costs and attorney fees, incurred by the Association in defending said complaint. Said payment for court costs and/or attorney fees shall immediately be due and payable to the Association unless determined otherwise by the court.

### **Part Three Members' Meetings**

- 3.1 ANNUAL MEETING. An Annual meeting of the Association shall be held as provided in the Articles of Incorporation.
- 3.2 SPECIAL MEETINGS. Special meetings of the Association shall be held as provided in the Articles of incorporation.
- 3.3 MEMBERSHIP QUORUM. The membership represented, either in person or by proxy, at a duly-called Annual Meeting or any Special Membership Meeting, shall constitute a Quorum. A majority vote of those represented shall be necessary for the adoption of any matter voted on by the members unless a greater number is required by law, the Articles of Incorporation or these Bylaws.

### **Part Four**

#### **Board of Directors**

- 4.1 GOVERNING BOARD. A Governing Board of Trustees shall manage the affairs of the Association.
- 4.2 BOARD MAKEUP. The Governing Board of Trustees shall consist of nine (9) Trustees. In addition, three (3) Alternate Trustees shall be elected.
- 4.3 TRUSTEE QUALIFICATIONS. Trustees and Alternate Trustees shall be members, or the legal spouse of a member who is not serving as a Trustee or Alternate Trustee, who is in good standing at the time of nomination and



remains a member in good standing throughout the Trustees or Alternate Trustees term of office. Each Trustee shall be elected for a term of three (3) years and shall serve until a qualified successor has been selected, provided such Trustee remains a member, or the legal spouse of a member, in good standing, and provided further that the Trustee is not absent from three (3) or more duly called Trustee Meetings during his term in office unless excused by the Governing board for extenuating circumstances. Three Trustees shall be elected annually.

- 4.4 ALTERNATE TRUSTEES. Alternate Trustees shall be considered as Trustees for all purposes except voting at Governing Board meetings when all Trustees are present. Whenever a Trustee is absent, the Senior Alternate Trustee in attendance shall automatically fill the vacancy and thereupon have power to vote as a Trustee. Alternate Trustees shall serve for one (1) year or until a successor has been selected, provided the Alternate Trustee remains a member, or the legal spouse of a member, in good standing, and provided further, that the Alternate Trustee is not absent from more than two (2) Trustee meetings during his term in office without being excused by the Governing Board for extenuating circumstances. Alternate Trustee seniority shall be determined by the number of votes received by the Alternate Trustee at the time of their election to office. The Alternate Trustee receiving the greater number of votes shall be the Senior Alternate Trustee, etc. or by their date in assuming office. Any vacancy occurring in the Governing Board for any reason shall be filled by the senior Alternate Trustee who shall serve for the unexpired term of his predecessor in office. Any vacancy occurring for any reason among the Alternate Trustees shall be filled by Governing Board appointment from the membership including any legal spouse of a member, at large. Any Alternate Trustee elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Each Alternate Trustee elected to office as provided herein shall have seniority subordinate to Alternate Trustees already in office regardless of how those already in office were elected or appointed to office.
- 4.5 RE-ELECTION. Each Trustee or Alternate Trustee may be re-elected as either a Trustee or an Alternate Trustee.
- 4.6 GOVERNING BOARD MEETINGS. The Governing Board shall meet regularly at a time and place it shall select. The time and place of the next regular meeting shall be set by the Governing Board before adjournment or the President shall set the time and place and have it published in the minutes of the meeting provided the minutes are published and transmitted to the Trustees and Alternate Trustees to satisfy the minimum notice period. Five (5) Trustees or a minimum of three (3) Trustees plus two (2) Alternate

Trustees shall constitute a quorum at any duly called Governing Board meeting. Trustees or Alternate Trustees in attendance for the purpose of protesting meeting notice shall not be counted as part of the minimum quorum. A majority vote of the Trustee Quorum present at a duly called Governing Board meeting shall be the act of the Governing Board unless a greater number is required by law, the Amended Articles of Incorporation or these Bylaws.

- 4.7 MEETING NOTICE. Notice of any meeting of the Governing Board shall be given to each Trustee and each Alternate Trustee at least five (5) calendar days prior thereto by personal contact, by telephone, by written notice, personally delivered to the residence of the Trustee or Alternate Trustee or by first class mailed written notice. All Trustees and/or Alternate Trustees need not receive notice in the same manner any Trustee or Alternate Trustee may waive notice of any meeting. Said waiver may be given prior to, at, or subsequent to said meeting by ratification. Ratification may be either oral or in writing. Attendance at the meeting shall constitute waiver of notice unless the Trustee or Alternate Trustee announces at the time the meeting is called to order that he is attending to protest the notice.
- 4.8 RULES AND REGULATIONS. The Governing Board shall from time to time promulgate rules and regulations to provide for the safe and orderly conduct of members activities on Association owned or controlled properties.
- 4.9 REMOVAL. Trustees and Alternative Trustees may be removed in the following ways:
- 4.9.1 Any Trustee or Alternate Trustee may be removed from office by an affirmative vote of a majority of all votes entitled to be cast by members, in good standing, represented in person or by proxy, at a meeting, duly called for that purpose. When the membership removes a Trustee or Alternate Trustee from office the membership shall elect a replacement Trustee or Alternate Trustee for the unexpired portion of the term in office.
- 4.9.2 The Governing Board may remove from office any Trustee or Alternate Trustee by a majority vote, when the reason for removal is absence from Trustee meetings. Notice for such removal may be by motion in the minutes of the prior Trustee meeting, provided, said minutes are mailed or given to each Trustee or Alternate Trustee five (5) or more calendar days before the meeting. After removal, the Governing Board shall elect an eligible person to fill the position for the unexpired term of office.

- 4.9.3 The Governing Board may remove from office any Trustee or Alternate Trustee for cause whenever seven (7) votes are cast for such removal provided written notice of the time, place, and pending action have been given to each Trustee and Alternate Trustee, either in person or by mail, a minimum of five (5) calendar days prior to said meeting. After removal, the Governing Board shall elect an eligible person to fill the position for the unexpired term of office.
- 4.9.4 At all meetings for removal of an Officer, Trustee or Alternate Trustee, the affected Officer, Trustee or Alternate Trustee shall be advised of the reason for the pending removal both at the meeting and also by written notice. Further, the affected Officer, Trustee or Alternate Trustee shall be given the opportunity to defend or explain the action(s) or lack of action(s) associated with the pending removal from office prior to any vote being taken. Written notice to the affected person is required but attendance by the affected person at the meeting is not required.

## **Part Five**

### **Officers, Powers and Duties**

- 5.1 **ASSOCIATION OFFICERS.** The officers of the Association shall be President, Vice President, Secretary and Treasurer. The Governing Board, from among their own numbers, shall elect these four (4) officers to office. Each of these four (4) officers shall serve for a period of one year unless he resigns, is removed from office, or is disqualified. A person may hold only one office at any given time. Officers may be reelected to the same office or to another office. A vacancy in any office shall be filled by election of the Governing Board for the unexpired portion of the term. From time to time the Governing Board may call and/or appoint additional officers as needed or desired. Such additional officers shall serve at the pleasure of the Governing Board and shall have duties and authority as assigned or delegated by the Governing Board.
- 5.2 **ELECTION OF OFFICERS.** The election of new officers shall be at the first meeting of the Governing Board after the annual membership meeting. The outgoing President shall call this meeting within thirty (30) calendar days of the annual membership meeting. The outgoing President shall preside over and call for the election of new officers as the first order of business after roll

call, approval of the minutes of the prior Governing Board meeting, and review of the minutes of the annual membership meeting. Only those remaining in office as a trustee and those newly elected as a Trustee or Alternate Trustee shall vote in the selection of the new officers. After the election the new President shall preside but shall have the option of asking the outgoing President to conduct the remaining portion of the meeting.

5.3 OFFICERS' DUTIES. The officers of the Association shall have the following duties and responsibilities:

5.3.1 The President shall, subject to the control of the Governing Board, be the principal executive Officer of the Association and, shall exercise general supervision and control of all of the property and affairs of the Association. The President shall preside at all meetings of the Association and meetings of the Governing Board at which he is present, shall cause to be prepared the annual budget for presentation at the annual meeting and shall exercise general supervision of the Association. He shall serve as an ex officio member of all committees. Except in cases where the signing and execution thereof is expressly delegated by the Governing Board, by law, by the Articles of Incorporation of these Bylaws to some other Officer or Agent of the Association, the President, together with the Secretary or any other Officer of the Association authorized by the Governing Board, may sign any and all documents or instruments which the Governing board has authorized to be executed. Such signature or signatures shall be evidence of the acts of the Governing Board and the Association. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed from the Governing Board. Further, the immediate Past President, if he is not serving on the Governing Board either as a Trustee or Alternate Trustee, shall serve as an ex officio, but non-voting member of the Governing Board if requested to so serve the Governing Board.

5.3.2 The Vice President shall, subject to the control of the Governing Board, assume the duties, authority and responsibility of the President in the President's absence, inability or refusal to act, and perform such other functions or duties as assigned by the President or by action of the Governing Board.

5.3.3 The Secretary shall, subject to the control and desires of the Governing Board, keep the minutes of all the meetings of the Association and

Governing Board in one or more mediums. Said minutes shall be accurate and the official record of the transactions of the Association and Governing Board. The Secretary shall also see that all notices are provided in a timely manner and maintain the membership records current. The Secretary, the Treasurer or both of them shall, at the option of the Governing Board, be the custodians of the Association Records.

- 5.3.4 The Treasurer shall, subject to the control and desires of the Governing Board, receive all Association funds, keep them in a bank approved by the Governing Board and pay out funds only upon approval of the Governing Board as duly recorded in the minutes. The Treasurer shall monthly advise the Governing Board of the status of each budget item so the Governing Board will not unknowingly overspend the budget. The Treasurer and one other officer shall sign all withdrawals. Emergency withdrawals may be made upon authorization of two (2) members of the Governing board. Neither the Treasurer nor the officer signing the emergency withdrawal shall be a Governing Board member who authorized the emergency withdrawal.
- 5.4 REMOVAL. The Governing Board may remove from office for any reason, by a majority vote, any officer they have appointed or elected to office at any Governing Board meeting, provided written notice of the pending action was given to all Trustees and Alternate Trustees as part and parcel of the notice given in calling said meeting. After removal, the Governing Board shall elect some other eligible person to fill the position for the unexpired portion of the term of office.

## **Part Six Amendments**

- 6.1 AMENDMENT PROCEDURE. These Bylaws shall be amended by one of the following:
- 6.1.1 By Governing Board Recommendation and Membership Vote: The Governing Board may recommend proposed changes to the Bylaws and cause the membership to vote upon the same. Such changes shall become effective, after the proposal has received the majority vote of the votes cast and, upon the date stated of the proposed change, but in no case prior to 30 calendar days after the vote is taken or the ballot return date, if a mail vote is called, or not less than 10 calendar days after notice is mailed to the membership by the Governing Board or the Governing Board announces the voting results at a membership annual or special meeting.
- 6.1.2 By the Governing Board: amendments by the Governing Board shall not become effective until 60 calendar days after publication to the membership in an Association newsletter, the Big Horn Ranch web page or by special meeting. Further, amendments by the Governing board shall not become effective if during the 60 calendar day period ten percent of the membership, advise the Governing board, in writing, of their objections to the opposed amendment. If the said ten percent raise an objection, the Governing Board may then withdraw the proposed amendment or submit it for a vote to the membership by mail, after establishing a ballot return date or at the annual or any special meeting of the membership. A majority affirmative vote of the membership represented in person or by proxy shall be needed to cause the amendment to become effective 30 calendar days after the vote is taken or the ballot return date, if a mail vote is called, but in no case less than 10 calendar days after notice is mailed to the membership by the Governing Board or the Governing Board announces the voting results at a membership annual or special meeting.
- 6.1.3 By the Membership: Member-proposed amendments shall be made by no less than three (3) members, in good standing, submitting the proposed change (s) to the Governing board in writing. Such member proposed amendment(s) should be reviewed by the Governing board at its next meeting, which shall be held within sixty (60) calendar days of the submission. So that the submitting members may arrange to attend, the Governing Board shall advise them of the time and place of said Governing Board meeting, no less than ten (10) calendar days before such meeting is to be held. If the Governing Board favors the member-proposed amendment, the member-proposed amendment shall

be treated as though it were a Governing Board amendment and become effective as provided in paragraph one or paragraph two above. If the Governing Board does not favor the member-proposed amendment, the Governing Board shall, unless the submitting members were represented at the meeting, advise the submitting members or the entire membership, within thirty (30) calendar days of their action regarding the proposal. If the Governing Board rejects the member-proposed amendment, the submitting members shall have thirty (30) calendar days to request the Governing Board place the member-proposed amendment before the membership at large for vote. Such a request shall be signed by no fewer than 10 percent of the membership in good standing. The Governing Board shall have sixty (60) calendar days after receipt of a verifiable request signed by ten (10) percent of the members to solicit a membership vote, unless a longer period is agreed upon between the Governing Board and a majority of those signing the request for membership vote, and provided further that the Governing Board shall not be required to call a special meeting or solicit a mail vote to act upon a member-proposed amendment within sixty (60) calendar days before or after any annual or special meeting. A majority vote of the members in good standing cast personally or by proxy shall be necessary to approve the member-proposed amendment. When so approved the Governing Board shall announce the results to the membership at the meeting where the vote was taken or within thirty (30) calendar days after the meeting, announce the results to the membership in writing. Further, when so approved, the member-proposed amendment shall become effective thirty (30) calendar days after receiving the necessary majority vote but in no case less than ten (10) calendar days after the Governing Board mails notification to the membership or announces the voting results at a membership annual or special meeting.

- 6.2 When an amendment to these Bylaws have been approved a copy of the portions of the Bylaws that have been amended shall be provided to all members of the Association.

## **Part Seven**

### **Fiscal Year**

- 7.1 The fiscal year of the Association shall be the calendar year. The annual membership approved budget shall be the basis for all expenditures, other than unforeseen emergencies requiring immediate action of the Association during the fiscal year.

## **Part Eight Miscellaneous**

- 8.1 **PROPERTY USE.** Association-owned or controlled property is for the use and enjoyment of the Association members, the members' immediate family and guests, and shall not be used by political, religious, or fraternal groups of any kind or nature. Association members shall not give out lock combinations for access to Association-owned or controlled property except to member's immediate family and members shall be subject to sanctions as provided herein for disclosure of lock combinations to other than member's family.
- 8.2 **GUESTS.** Guests must be accompanied or escorted by the member or the members' immediate family at all times while on Association-owned or controlled property. "Accompanying" or "Escorting" shall mean that the guest shall be in the immediate vicinity of the members camping facilities, non-moving vehicle (vehicle operated by a guest always requires that an escort be in the immediate vicinity of the vehicle) or the member or a member of the members' immediate family. During the hunting season if the guest is not in the immediate vicinity of the members camping facilities the guest shall be within twenty-five (25) feet of the members' non-moving vehicle or within twenty-five (25) feet of the member or a member of the members' immediate family. Guests are not required to be escorted to use the restrooms.
- 8.3 **APPROVED USES.** No land owned or controlled by the Association shall be used, except as provided hereinafter, for purposes other than hunting, fishing, camping, picnicking, sightseeing, horseback riding, backpacking, hiking, snowmobiling, ATV riding or other recreational activities. All land owned or controlled by the Association shall be maintained and preserved in its natural condition as far as possible and still permit the purposes and objectives of the Association to be fulfilled. All trees, timber, natural vegetation and soil shall be left in place. Removal necessary to minimize fire hazards, construct fences, campgrounds, picnic and meeting areas or the modification of trees, brush, or flow of the roads, along with other necessary and/or membership-desired improvements shall be brought before the Board before any improvements can be made. (See 8.3.1)
- No buildings and/or structures shall be permitted to be constructed upon Association-owned or controlled property except rest rooms, a pavilion or Association meeting place, simple horse corrals, playground facilities and such other facilities as necessary for Association activities plus buildings and structures for the storage, protection, and/or preservation of water supplies. At no time shall a ranch member install footing, underground tanks, boxes, cesspools, private septic tanks, leach fields or any unauthorized containment structure or system without the approval of the Board of Directors and Sanpete County. Activities which are necessary to obtain or retain the "Green



Belt” tax status shall, however, be permitted when authorized by the Governing Board.

- 8.3.1 REMOVAL PROTOCOL.** Member(s) in good standing shall notify current member(s) of the Board of their request to modify any land which is owned or controlled by the Association (see membership desired improvements outlined in 8.3) and receive communication from the Board prior to any action being taken. At the time of notification by the member(s) making said request for modification, the Board member(s) shall advise member(s) the requested action may: 1) be completed immediately without additional approval, 2) request additional ratification from no fewer than a total of 3 current board members, or 3) indicate said member(s) attend a board meeting to further define the request.

Upon a decision being made and communicated to the member(s) requesting a modification of the land owned or controlled by the Association, said decision will be communicated to the Association Secretary to be recorded and presented in the minutes at the next board meeting. An affirmative decision will allow the member(s) to begin modification following prescribed direction and guidance from the Board. A declination of approval will require the member(s) modify the original request and represent to the Board their revision at a later date or abandon the request.

- 8.4 FIREWOOD.** Members may, unless otherwise specifically prohibited, use dead wood for fire and other camping purposes on the Association-owned or controlled property, and after having first obtained a permit from the Governing board, may remove dead wood from the premises for personal use only.
- 8.5 OTHER USES.** It is recognized that persons or entities other than Association own mineral rights below the surface of the Association owned or controlled property. The Governing Board is, after notification to the membership either by mail or announcement at a membership meeting, specifically authorized to negotiate for the removal of the said mineral to obtain the maximum benefit and minimum negative surface impact and is further authorized to act as Attorney-in-fact for the Association and all members and interest therein.
- 8.6 LIVESTOCK AND PETS.** No livestock shall be permitted on Association-owned or controlled property except horses, and board approved cattle and sheep. Domestic pets are permitted provided they are under the owner’s immediate control and supervision at all times. Any animal, which creates an

unreasonable noise, odor, and nuisance or safety hazard, shall be promptly removed from the Association-owned or controlled property.

- 8.7 SANITATION. All Association-owned or controlled property shall be maintained in a manner so as to create and promulgate a clean, beautiful, healthful and natural environment. Dumping or leaving of trash, ashes or other garbage or refuse except in designated areas is prohibited. Garbage or refuse shall not be left in fire pits/places of any kind. All garbage cans shall be kept in a clean and sanitary condition and have tight-fitting lids and shall be removed by the member owner and emptied no less often than weekly. Even if the member maintains a long-term campsite, the garbage or refuse containers shall be removed from the Association-owned or controlled property or stored inside the member's tent, camper, trailer, etc., when the campsite is not being used by the member or his family.
- 8.8 NUISANCES. No noxious or offensive activities shall be carried out on or upon any property owned or controlled by the Association, nor shall anyone do anything that may become an annoyance or nuisance. It shall be considered both a nuisance and an annoyance to operate a generator or off-highway vehicle between 10:30 p.m. and 6:00 a.m. and operation of these machines during these hours will subject a member to sanctions as provided herein. It shall be considered both a nuisance and an annoyance for members to leave motor vehicles and/or camping vehicles upon Association-owned or controlled property for periods exceeding eighteen (18) calendar months. The Association shall advise the member that he has created a nuisance by leaving the motor vehicle and/or camping vehicle or equipment for an excessive period, and provide a reasonable time for its removal. If the member fails to remove the item, the Association shall have said nuisance removed at the expense of the member.
- 8.9 ADVERTISING. No signs, billboards or advertising structures of any kind shall be erected or displayed, except signs posted by the Association advising of rules, meeting locations, camping sites, activity areas, property boundaries, etc. However, the members may post an unobtrusive sign stating their name to designate or mark their campsite.
- 8.10 FIREARMS. The discharging of firearms or any hunting apparatus is prohibited within 300 yards around the camp loop or within 300 yards of any designated camp spot. Safe practices must be exercised at all times in the use of firearms and any careless, negligent, or unlawful use of firearms shall be cause of disciplinary action by the Association. Members and guests shall abide by all applicable laws relating to the use of firearms.

- 8.11 CAMPsites. While it is known and recognized by all members that all Association-owned and controlled land is for the use and enjoyment for all members and their families it is also recognized that their needs be a degree of personal privacy and use rights for the members and their families to enjoy the Association-owned or controlled land. The following rules shall govern the use of Association-owned or controlled land for camping and campsites:
- 8.12 There will be no CONSECUTIVE stays on Association-owned or controlled land of longer than 2 weeks by any member(s) unless previously approved by the Governing Board
- 8.12.1 No member or member of a member's family or member's guest(s) shall intrude upon or enter the immediate vicinity of an established campsite, whether permanent or temporary.
- 8.12.2 Once a member has established and used a campsite for one season that member may use the campsite the following season provided said member re-occupy the campsite on or before July 1 of the following year, unless the Governing Board because of physical conditions at the Ranch extends the July 1 date. This member shall be known as the "First Camper".
- 8.12.2.1 To occupy or reoccupy an established campsite the member will have a camp trailer, camper, motor home, or utility trailer with sleeping arrangements provided inside. Tents may be used only when a member requests it in writing, and files it with the campsite director. Tents will be properly maintained during camping seasons.
- 8.12.2.2 Established campsites will be maintained throughout the camping season.
- 8.12.2.3 If by July 1 a member is unable to reoccupy their established campsite because of hardships or physical reasons, and wish to retain 1<sup>st</sup> camper status, the member must do the following: Said member will contact the campsite director in writing with the reason for the exception. With Board approval this will allow the campsite to become a one year only Campsite as stated in 8.12.4. With this condition the second camper cannot Fall into the situation stated in 8.12.5.
- 8.12.3 If the "First Campers," trailer is again taken off the campsite after the initial re-occupation of July 1, it is the member responsibility to inform the board that the given site has been reoccupied, or the board can, or will re-assign the empty spot.

8.12.4 Should “First Camper,” fail to re-establish a campsite as provided in paragraph 8.12.3 above, any member may occupy and use the said campsite for the remainder of the camping season. This member shall be known as the “Second Camper.” “Second Camper does not have the right to make material modifications to the campsite nor to use, without later restoring, stockpiled firewood.

8.12.5 If the “First Camper” again fails to occupy the campsite prior to the July 1 or Governing board extended date then “Second Camper” shall have 7 days to occupy the campsite. Thereupon “Second Camper” may then claim all current and future privileges of and become known as “First Camper.” If “Second Camper,” fails to occupy the campsite within the 7 day period any member may occupy the site and assume all current and future privileges of and become known as “First Camper.”

8.12.6 Any member in good standing may request a new campsite or modification of an existing camp site. A quorum of the Governing Board members, consisting of no fewer than three (3) individuals shall visit the location of the proposed new camp or visit the established campsite to validate the modification request prior to any work being done. Upon completion of the site visit by the Governing Board members, they can approve the requested changes to begin, or request additional input from the remaining Governing Board before any work may commence.

Upon approval by the Governing Board members, the Secretary shall record a summary of the discussion and details regarding the new camp or modification in the next month’s board minutes. Should the new camp or modification be declined by the Governing Board, the member may propose a new set of plans.

8.12.7 Campfires on Big Horn Ranch Property, can only be in a member’s campsite with an approved fire ring. Fire ring requirements are available on the web page or you can contact any board member.

8.13 TEMPORARY CAMPSITES. The Governing board shall designate and mark such temporary campsite locations, as it deems necessary for member use. Use of such temporary campsites shall be on a first come basis and no reservation or saving privileges will be permitted. Members and their families may occupy such temporary campsites for periods of no more than 10 days. No future rights or privileges shall be conferred upon any member by such use.

- 8.14 GUEST TRAILERS. Members guests bringing in a trailer must remove the trailer upon their departure of a single, two week or less, stay.
- 8.15 NUMBER OF TRAILERS PER SHARE. Each member may have only two trailers per share per campsite unless otherwise approved by the board.
- 8.16 VEHICLE OPERATION. It is the policy of the Association to permit, except as noted hereinafter, the operation of a vehicle upon Association-owned or controlled property, if such operation would be legal upon similarly situated public land. Vehicles and/or operators, which do not, at the time of operation, legally qualify for operation on similarly situated public land, are prohibited from operation upon Association-owned or controlled property. All vehicles shall operate at a “dustless” speed in and around any campsite. Vehicles shall not be operated in and around any occupied or unoccupied campsite except when such operation is necessary to obtain access to or from a campsite to other areas of the ranch.
- 8.16.1 In addition to the foregoing, any self-propelled vehicle designed and built for highway or recreational use and having three (3) wheels or more can operate upon Association-owned or controlled property. Such vehicles must comply with the following:
- 8.16.2 Pneumatic-tired vehicles shall have tires that are five (5) inches or more in width and designed for and operated with less than thirteen (13) pounds per square inch of air pressure.
- 8.16.3 Non-Pneumatic wheeled vehicles shall have wheels or tires, which are five (5) inches or more in width at the point of ground contact and designed for and operated with no wheel load in excess of 200 pounds.
- 8.16.4 Properly licensed and operated over-the-snow vehicles are permitted when operated on a snow base.
- 8.16.5 Notwithstanding the above, any vehicle may be operated upon Association-owned or controlled property when it is being used for firefighting, search and rescue, or other emergency or medical purposes, or when authorized by the Governing Board for security, construction or maintenance purposes, or with the specific Governing Board approval, when such use or operation is by a person with a physical handicap, provided such vehicle could be legally operated upon similar public property. We adhere to all State and Federal laws pertaining to ATV or UTV use and licensing and helmet use.
- 8.17 HUNTING PRIVILEGES. The following rules apply to hunting privileges on Association owned or controlled properties:

- 8.17.1 All dues and fees must be paid in full by August 15 of the calendar year, except those becoming members after August 15, or NO HUNTING RIGHTS will be allowed for that calendar year.
- 8.17.2 Each unit or share of membership, including members immediate family as defined under the member definition section, and member's parents and member's spouse's parents, in good standing with the Association, shall entitle the owner thereof to take no more than one (1) deer and/or one (1) elk annually. The taking of the deer or elk shall be during an authorized hunting period established by the State of Utah. Such hunting or taking privileges are not cumulative and must be used each year by the member, the member spouse, or the member's children.
- 8.17.3 Deer, elk and other hunting must, in addition to the foregoing, be in conformance with the laws, rules, and regulation of the State of Utah and all other applicable entities. Any member convicted by the State of Utah for poaching upon Association-owned or controlled properties shall have all rights of membership (s) suspended for a period of one (1) year commencing from the date of conviction. All dues, work assessment fees, and fees must be kept current during the period of suspension.
- 8.17.4 No member shall permit anyone to hunt upon Association-owned or controlled property except the member spouse, children, member's parents and member's spouse's parents.
- 8.17.5 Children must be unmarried, not have reached his/her 26<sup>th</sup> birthday and living with the member. Children who are temporarily away from home for the primary purpose of obtaining an education, special training, military duty, or missionary service shall be considered as living at home but still must comply with the age and marital status requirement.
- 8.18 GRIEVANCE PROCEDURES. SANCTIONS & CAMPSITES.  
To ensure uniformity in resolving grievances by, between, and against Association members the following grievance procedures, sanctions, and camping rules are established:
- 8.18.1 GRIEVANCE PROCEDURES.
- 8.18.1.1 All meetings of the Governing Board, for the resolution of grievances and sanctions, shall be open to all members of the Association unless the Governing Board, because of special circumstances, deems an open meeting is not in the best interest of the Association and/or the directly associated Association member (s).

- 8.18.1.2 Directly associated Association members may, at the members' option, be personally present or absent and whether present or absent be represented by another member or other council. If a member chooses to be represented by someone else, the member shall advise the Governing Board in writing, no less than 7 days before the meeting. If the member has been duly notified the Governing Board may proceed to adjudicate the matter regardless of the member's presence or absence.
- 8.18.1.3 The member (s) may, at the member's option, whether or not present, make or not make verbal, graphic or written presentations or present other pertinent testimony.
- 8.18.1.4 All date counting shall be in calendar days and, for notice to or from the Governing board, shall begin no sooner than the later of the date of the Governing board meeting if the parties are present or represented or for the date the Governing board mails notice to the parties unless the Governing board advises, at the meeting or in writing, of a later date or a longer time period.
- 8.18.2 Members are encouraged to resolve differences between themselves. If the members cannot amicably resolve their differences, they are encouraged to request the assistance of another member to listen to the disputing parties, which member then will attempt to resolve the differences. If the differences still remain unresolved the member (s) may submit the problem to the Governing Board for resolution as though the problem were a grievance or dispute between a member and the Association at large.
- 8.18.3 If members cannot resolve differences between themselves, as outlined in paragraph 2 above, or if a member or members have observed another member committing a violation of the standards or rules of the Association, the member (s) shall submit the grievance to the Governing Board. Such submission should be as specific as possible and contain names, places, dates, times, witnesses and other pertinent information.
- 8.18.4 The Governing Board shall review the complaint(s), submitted in conformance with paragraph 3 above, at the next Governing Board meeting. After review, the Governing Board shall advise the member parties to the dispute their recommendation for resolving the issue within 30 days.
- 8.18.5 If it is a member-to-member dispute and the disputing members do not accept the Governing Board recommendation the now grieving members shall have 30 days to advise the Governing Board and the now non-grieving parties that they desire a hearing before the Governing Board.

- 8.18.6 If it is a grievance between a member and the Association at large the Governing board may decide to dismiss the grievance against the member(s) or to proceed further with the matter.
- 8.18.7 If the Governing Board decides to dismiss the matter, they shall advise any complaining member of their decision within 30 days. The complaining member (s) shall thereupon have 30 days to appeal the decision, of the Governing Board, and request a hearing before the Governing Board.
- 8.18.8 If the Governing Board concludes that it needs additional information before either dismissing the complaint or pursuing a sanction against the member (s) responsible for the alleged wrongful act (s), the board shall advise the complaining member (s) within 30 days of the meeting. Said notice shall indicate what additional information the Governing Board desires or feels they need before making a decision to dismiss or pursue the matter. Said notice shall also provide a reasonable time for the member to submit the requested additional information. After receipt of the additional information the process shall begin again.
- 8.18.9 If the Governing Board concludes to pursue the matter it shall, within 30 days advise the complaining member(s) and the member(s) responsible for the alleged wrongful act(s) of the date, time, place, and nature of the alleged wrongful acts and the date, time and place of the Governing Board meeting to adjudicate the matter. Said adjudication date shall be no sooner than 30 and no more than 60 days from the date notice is given to the last notified member. Should one of the necessary parties to the action be unable to appear or unable to properly prepare to present his/her case on the date selected by the Governing Board said member shall so advise the Governing Board, prior to 10 days before the said date and the Governing Board shall granted additional time of not more than 45 days and notify all other parties.
- 8.19 SANCTIONS. The Governing Board shall have the right and power to issue warnings, fines and/or suspension of rights in addition to any other penalties and/or fines existing elsewhere in the Articles of Incorporation and/or these Bylaws.
- 8.19.1 The following guidelines shall guide the Governing Board in their adjudication of sanctions against the members for violations of the Association Articles of Incorporation, these Bylaws, Association rules and regulations, Association policy directives or for the commission or willing participation in the commission of a felony or misdemeanor, unless a more severe or stringent sanction is specified elsewhere in the Articles of Incorporation or these Bylaws, in which case the more severe or stringent sanction may be applied:



- 8.19.2 **FIRST OFFENSE**- A letter of reprimand and/or at the discretion of the Governing Board a fine of no more than 300 dollars.
- 8.19.3 **SECOND OFFENSE**- A letter of reprimand plus a fine of not less than 50 dollars but no more than 300 dollars and, at the discretion of the Governing board, suspension of rights and privileges for a period not to exceed two years from the date of the Governing board decision.
- 8.19.4 **THIRD OFFENSE**- A letter of reprimand plus a fine of not less than 150 dollars no more than 300 dollars plus a suspension of privileges for a period of not less than 1 year nor more than 3 years from the date of the Governing board decision.
- 8.19.5 Any financial obligation owing the Association under this section shall be immediately due and payable. Members will, however, be granted a 30 calendar days interest and penalty free period in which to make payment. However, no appeal for reconsideration shall be made to the Governing Board until after the member has satisfied any financial matter assessed under this section. If upon reconsideration the Governing Board reduces the member's financial obligation the member overpayment shall be refunded, without interest, to the member no later than the next Governing Board meeting following the meeting of reconsideration.
- 8.20 **COLLECTIONS**. The Association in any court of competent jurisdiction may collect any and all fines assessed by the Governing Board and the member owing the fine shall pay all the Association incurred collection costs including court and attorney fees.

