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Page 1 of 22

Mary Ann Trussell, Summit County Utah Recorder 04/08/2015 09:19:33 AM Fee \$211.00 BY/FIRST AMERICAN - SUN PEAK

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WHEN RECORDED RETURN TO: James R. Blakesley, #0364 Attorney at Law 2595 East 3300 South Salt Lake City, Utah 84109 (801) 485-1555 jim@blakesleylaw.com

NOTICE OF BY LAW

TO WHOM IT MAY CONCERN:

Notice is hereby given that attached hereto, marked Exhibit "A" and incorporated herein by this reference, is a true and correct copy of the Bylaws of the BLACKHAWK STATION HOMEOWNERS' ASSOCIATION, INC.

This affects the real property located in Summit County, Utah described with particularity on Exhibit "B," attached hereto and incorporated herein by this reference.

DATED this 4 day of April, 2015.

BLACKHAWK STATION HOMEOWNERS' ASSOCIATION, TNC. a Utah nonprofit corporation

By: Name: Mark Mylar

Title: President

STATE OF UTAH

SS.

COUNTY OF SUMMER

SALT LAKE

On the & day of April, 2015, personally appeared before me, Mark Mylar, who being by me duly sworn, did say that he is the President of BLACKHAWK STATION HOMEOWNERS' ASSOCIATION, INC., a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, its Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions for Blackhawk Station Subdivision.

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BY-EAWS

OF

BLACKHAWK STATION OWNERS' ASSOCIATION, INC.

A Non-Profit Corporation of the State of Utah

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Blackhawk Station Owners' Association, Inc. hereby adopt the following By-Laws of the Blackhawk Station Owners' Association, Inc.:

ARTICLE 1

Name and Principal Office

- 1.1 Name. The name of the corporation is Blackhawk Station Owners' Association, Inc.", and it is referred to below as the "Association."
 - 1.2 Offices. The initial office of the Association will be in Park City, Utah.

ARTICLE II

Members and Meetings

- 2.1 Annual Meetings. The annual meeting of the members of the Association shall be held on the date as scheduled at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.
- 2.2 Special Meeting. Special Meetings of the Members may be called by the Board of Trustees or by the President as they see fit or by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of Special Meeting shall state the time, place and date of the meeting, and the matters to be considered at that meeting. When a Special Meeting is called by the Members of the Association, the notice

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shall be in writing and delivered to the President or the Chairman of the Board.

- 2.3 <u>Place of Meeting</u>. All meetings will be held in Park City, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.
- 2.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed on each Unit, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf.
- Condominium, each owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Unit. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days nor less than 10 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date and to vote at the meeting. Persons who become Members subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum and shall not be entitled to vote at the meeting. This shall not proclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.
- 2.6 Quorum. At any meeting of the Members, the presence of members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 10 days' notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.
- 2.7 Proxies: At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the corporation. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the

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meeting.

- 2.8 <u>Voting Rights</u>. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Unit that he or she owns. Units with multiple owners will be entitled to only one vote for that Unit, and in the event that the multiple owners of that Unit are not able to agree on how to cast the vote, no vote will be cast. The Unit may be counted as present for purposes of calculating a quorum. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of the Unit. In the event of Units held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Unit, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor and shall then be entitled to cast that vote.
- 2.9 <u>Simple Majority</u>. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.
- 2.10 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.
- 2.11 <u>Informal Action</u>. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III

Board of Trustees

- 3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these by-laws, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or others such of its powers as are appropriately delegated.
- 3.2 Number and Tenure. The initial Board of Trustees is three members. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the first Board of Trustees by the Members, the Trustees shall, by drawing lots, divide

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themselves into three terms of two years and two terms of one year. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

- 3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special Meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.
- 3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.
- 3.5 Assessment. Assessments of the Members, a called for in the Declaration of Covenants, Conditions and Restrictions for the Blackhawk Station, shall be levied by Association. The Trustees shall prepare an annual budget for presentation to the Members. The Assessment will be deemed levied when approved by a majority of the Members at the annual meeting or a special meeting called for that purpose.
- 3.6 <u>Deadlock</u>. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new board, or submit the matter to the Members for determination.
- 3.7 <u>Compensation.</u> The Board of Trustees shall serve without compensation provided that their reasonable out of pocket expenses for Association business, including the costs of attending board meetings, may be reimbursed by the Association.
- Resignation or Removal. Any Trustee may resign at any time. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Unit and therefore ceases to be Member of the Association. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of 60% of the Members of the Association at a regular or special meeting called for that purpose.
- 3.9 <u>Vacancies</u>. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

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3.10 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV

Officers

- President, Vice President, and a Secretary Treasurer. The Board may establish such other officers as it deems appropriate.
- 4.2 Appointment Tenure. The officers will be appointed by the Board of Trustees at their annual meeting, and all officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All officers must be Members of the Association.
- 4.3 <u>Duties of the President</u>. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The president shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.
- 4.4 <u>Duties of the Vice President</u>. The Vice President will perform the duties of the President if he or she is not available, and shall perform such other duties as designated by the Board.
- 4.5 <u>Duties of the Secretary/Treasurer</u>. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these by-laws, to file annual reports, and to perform all other assignments of the Board.
- 4.6 <u>Compensation</u>. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the officers.

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ARTICLE V

Indemnification

- defend and indemnify the officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a government agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.
- 5.2 <u>Indemnification Against Member Actions</u>. The Association may defend and indemnify the officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.
- 5.3 Request for Indemnification. When any officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating at the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

ARTICLE VI

Amendment

6.1 Amendment. These by-laws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

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EXHIBIT "B" LEGAL DESCRIPTION

Uno Africal Colom The land referred to in the foregoing document is located in Summit County, Utah and is described more particularly as:

Phase 1.80 units - see following:

Phase 2, 80 units - see following: involle.

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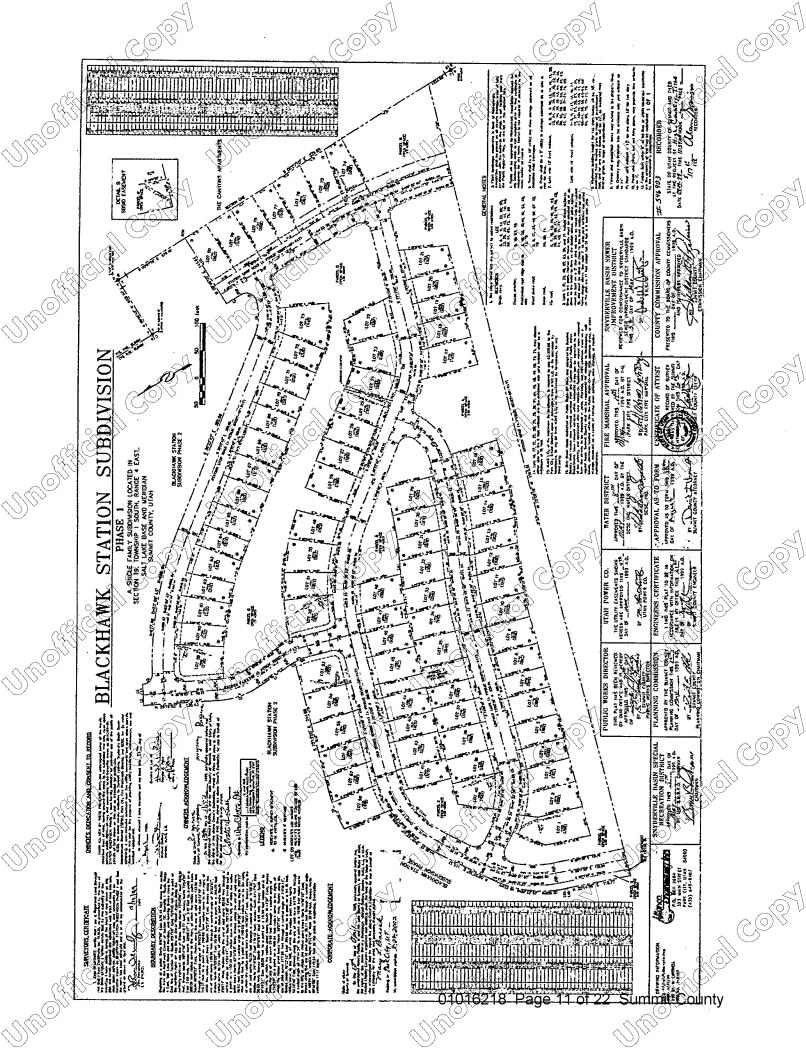
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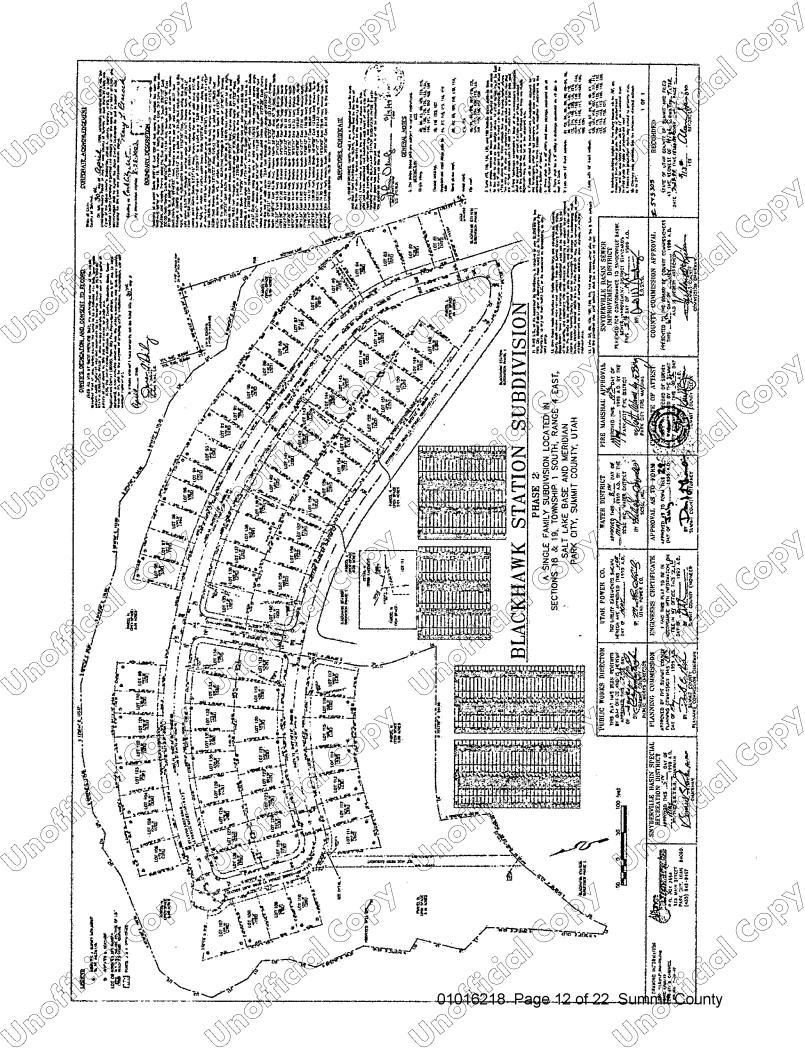
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BLACKHAWK STATION Owner List as of March 31, 2015, 2015 Prop / Lot Owner Alfieri, Timothy J. . bhs / 24 Amidon, David and Susan bhs / 88 Andrus, Kami bhs / 78 **Anthony Pizzo** bhs / 153 Antonucci, Lisa bhs / 150 Anway, Thomas bhs / 25 Ashe, Stuart bhs / 10 Baltes, Robert bhs / 74 Bartmess, Laurel bhs / 49 Bean, David and Susan bhs / 103 Bergoust, Eric bhs / 57 Bernhard, Nichole bhs / 47 Bhanos, Mary Susanne bhs / 129 Bialick, Alan bhs / 15 Blase, Ronald J. bhs / 156 Bonham, Christie bhs / 91 Bonham, Keith bhs / 89 Bower, John H. bhs / 137 Burton, Marilyn V. bhs / 101 Bussen, Robert J bhs / 39 Carlson, Mathew and Hayes, Alison bhs (09) Cocke, David bhs / 46 Coe, Jeffrey bhs / 100 Cooley, Linda bhs / 119 Cornella, Jed bhs / 82 Craig, Dana bhs / 58 Crymes, Frank L. bhs / 03 Cummins, Lisa bhs / 05 Curley, Lisa bhs / 19 Daryl and Toni Faulk bhs / 139 Davy, Matthew bhs / 132 bhs / 127 DeLoia, Greg Demeter, Danielle M bhs / 113 Desimone, Joseph and Ute bhs / 111 Dopita, David bhs / 30 Dorais, Nancy bhs / 13 Eggleton, Christopher bhs / 06 Eric S. Leblang bhs / 159 Evans, Lee E. bhs / 94 Felton Frank L. Revocable Living Trust bhs / 140 Fenn-Anstruther, Q.Brad bhs / 31 Festavan Nenna bhs / 64 Fine, Joel & Faith bhs / 79 Flaharty, Christopher bhs / 86 French, Danny & Pattie bhs / 12 Fritz, Juliann bhs / 135 Gandhi, Randhir bhs / 53 Gibbons, John bhs / 56 Glenn Ishibashi and Constance Paulson bhs / 60 GNCEF Ltd. Part. bhs / 63 Grenney, Michael & Christine bhs / 73 Grove, Julie, Derum Family Trust bhs / 110

bhs / 72 bhs / 105 bhs / 81

Hackett, Leslie

Handly, Briar J

Hagood, Patrick and Karen

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BLACKHAWK STATION

	BLACKHAWK STATIO Owner List as of March 31, 201 Owner	DN 5, 2015 Prop / Lot		
1)[U]	Hart, Cynthia Hartley, Vanessa Heimbuch, Christopher	bhs / 114 bhs / 134 bhs / 98		
	Herron Hoo, Karen Hooker, Julie Horton, Joseph	bhs / 126 bhs / 34 bhs / 142 bhs / 28		
	Hughes, Chad & Kelly Hurd, Mark S. Jaffa, Ilese	bhs / 132 bhs / 71 bhs / 138		
(🔾	James and Laura LaJeunesse Jensen, Dennis & Kay Johnston, Sarah Payne Johnstone, Steve & Diane	bhs / 99 bhs / 93 bhs / 77 bhs / 52	~ UD (Hills)	~UD (Hills)
	Jolitz, Bradley Lewis Jonathan Hoffman Karen O'Driscoll Kenfield, Wendy	bhs/41 bhs/04 bhs/42		
	Kilchenstein, Michael and Edith Kirby, John C. Kolstad, Barbara J.	bhs / 75 bhs / 106 bhs / 108 bhs / 36		
(5)	Koslov, Pam Kramer, Carole S. Kullack, Kenneth and Kylie Lambert, III, John D.	bhs / 97 bhs / 157 bhs / 68 bhs / 87		
	Langham, John and Jennifer Laudon, Richard & Mary Lawrence, Linda	bhs / 146 bhs / 107 bhs / 17 bhs / 44		6J
	Lindeman, Lawrence, Rebecca LLoyd, Karen Lobsenz, John M.	bhs / 131 bhs / 138 bhs / 37		
	Cukas krause Manoney, Karen Mark and Denise Cooper Marsh, Robert C.	bhs / 50 bhs / 83 bhs / 29 bhs / 43		
	Martha L. Epstein Mary Ann Pack Mazzie, Paul S McArthur, Peter	bhs/43 bhs/61 bhs/01 bhs/26		-6N
-	Miller, Inge Miller, Andrew and Lyndi Monk, Jon & Shelly Moran, Kathleen, Gillenwater, Da	bhs/51 bhs/85 bhs/143 an bhs/40		
	Moreno, Jose Mylar, Mark Nathan and Tracy Powers	bhs/149 bhs/14 bhs/120 bhs/02 bhs/20	110 Afficer	VLO ALIJE,
	Nehring, Ronald Newman, Aaron and Amy Olesen, Dayle Packard, Debbie	bhs / 02 bhs / 20 bhs / 62 bhs / 152		
i 1	Panza, Kitty Ann Phillipp, Joan C. Phillipp, Paul L. Powers, Nathan, Tracy	bhs / 125 bhs / 125 bhs / 26 bhs / 121	01016218 Page 14 of 22	
		bhs / 125 bhs / 76 bhs / 121	01016218 Page 14 of 22	Summit Sounty

BLACKHAWK STATION

BLACKHAWK STATION Owner List as of March 31, 2015, Owner	N , 2015 Pròp / Lot		
Pratt, William Reflexia, David & Denise Retzer, Chris	h, 2015 Prop / Lot bhs / 55 bhs / 154 bhs / 54 bhs / 102		
Reynolds, Anne Voye Ridges, Douglas Robert Scher Rocha, Jose Ergesto	bhs / 102 bhs / 59 bhs / 158 bhs / 33		
Roman Sova & Elina Apostolatova Ronald Rogers and Stefanie Snow Runburg, Kurt	bhs / 11 bhs / 84 bhs / 128		
Rusself, Douglas D. Schmidt, Laura Sarasua Sepic, Juraj and Vanda Sharpless, Amy	bhs / 27 bhs / 32 bhs / 38 bhs / 16		
Shaw, Brett & Melany Shupe, Larry Siminovskiy, Sergey and Tatiana Sincock, Keith and Heh-kvyu	bhs / 117 bhs / 65 bhs / 67 bhs / 69		
Skinner, Karen Smith, Tina Smith, Shotwell Betsy	bhs / 116 bhs / 70 bhs / 96		
Spa Hawk Spa Station Properties LLC Spa Stone Properties, LLC	bhs/95 bhs/145 bhs/144 bhs/45		1 Die Filip
Sprague, Steve Stark, Rhonda Stone, William L. Strader, Matthew	bhs / 21 bhs / 112 bhs / 90 bhs / 23		
Straley, Julia Summer Irvin Swan, Grayden M. Sword, Luke	bhs / 160 bhs / 07 bhs / 124		
Sympas Family Trust Linda Syman	bis Trustee bis / 22 bis / 35 bis / 66 bis / 80		
Timothy J. Alfieri Tuohig, Meghan Vetterli, Shellene	bhs/80 bhs/147 bhs/151 bhs/141 bhs/08		
Walsh, Bradley & Suzanne Weiss, Nicóle Wexler, Carol Wherten, John T.	bhs / 08 bhs / 109 bhs / 130		
Widders Ashley and Rhielle Wilkens, Kyle D. Wohlt, Paul Wolf, Charles and Joanne	bhs / 133 bhs / 18 bhs / 155 bhs / 123		1 Distriction
Wood, Sherman E. Woods, Allen & Mary Ann	bhs / 92 bhs / 136		
Wolf, Charles and Joanne Wood, Sherman E. Woods, Allen & Mary Ann	bhs / 123 bhs / 92 bhs / 136		2 Summer County
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