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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

MILLER HARRISON LLC

50 WEST BROADWAY STE 450

SALT LAKE CITY UTAH 84101

BY: LHA, DEPUTY - WI 12 P.

#### AMENDED AND RESTATED BYLAWS of HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION 2015

### **ARTICLE I**

Name and Location

The name of the Association is Hi-Country Estates Homeowners association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 859 Grey Goose Road, Lehi UT 84043, Lehi, Utah, but meetings of members and directors may be held at such places within or without the State of Utah, as may be designated by the Board of Directors.

## ARTICLE II Definitions

- <u>Section 1.</u> "Association" shall mean and refer to Hi-Country Estates Homeowners Association, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property known as Hi-Country Estates, located in Salt Lake County, State of Utah, Phase 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, to include the road and street system, and the common areas used for mail delivery, garbage collection and school bus pickup.
- Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the property, including persons or entities purchasing a lot under contract, but excluding those having such interest merely as security for the performance of an obligation.
- <u>Section 5.</u> "Protective Covenants" shall mean and refer to the Declaration of Protective Covenants applicable to the property.
- <u>Section 6.</u> "Member shall mean and refer to those persons entitle to membership as provided in the Protective Covenants, Certificate of Incorporation, and these Bylaws.

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# ARTICLE III Meeting of Members

- Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held between February 1<sup>st</sup> and March 15<sup>th</sup> of each hear with not less than 15 days advance notice of the date, time, and place of said meeting. Failure to hold this meeting as appointed herein shall not impair in any way any of the Association's corporate rights and any such missed meeting may be held thereafter with 10 to 30 days advance written notice of the date, time, and place of said meeting.
- <u>Section 2. SPECIAL MEETINGS.</u> Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request by not less than one-fourth of the members.
- Section 3. REGULAR MEETINGS. Regular meetings of the members shall be held in the months of May, August, and November with not less than 30 days written notice of the date, time, and place of the meeting.
- Section 4. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by sending a copy of such notice whether by mail or electronic communication, at least fifteen days before such meeting to each member entitled to vote thereat, addressed to the member's address or email last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.
- Section 5. QUORUM. The presence at the meeting of members entitled to cast, in person or by proxy, one tenth of the votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation or these Bylaws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- Section 6. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### **ARTICLE IV**

Board of Directors: Selection: Term of Office

- <u>Section 1</u>. <u>NUMBER.</u> The affairs of this Association shall be managed by a Board of Directors consisting of five directors, who shall be qualified voting members of the Association.
- <u>Section 2. TERM OF OFFICE.</u> Each Director shall serve a three year term, none of which shall be Concurrent. This was enacted so that one Director would be elected each year at the Annual Meeting, replacing the outgoing Director whose term has expired, as was established by amendment as voted on by the members in the Annual meeting held October 23, 1975.
- Section 3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a Director, his successor shall be appointed by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- <u>Section 4</u>. <u>COMPENSATION.</u> No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance

of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such approval may be provided by electronic communication. Any action so approved shall be in accordance with 16-6a-813 of the Utah Revised Nonprofit Corporation Act, and have the same effect as though taken at a meeting of the Directors.

#### **ARTICLE V**

#### Nomination and Election of Directors

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, The Nominating Committee shall make as many nominations for the Board of Directors as it shall, in its discretion determine, but not less then the number of vacancies that are to be filled. Such nominations may be made from among voting members.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

# ARTICLE VI Meetings of Directors

**Section 1. Regular Meetings and Meeting Notices.** The Board of Directors shall meet as frequently as determined by the board, but at least once annually at such place and hour as may be fixed from time to time by resolution of the Board. The Board shall provide at least forty-eight hours notice to each Owner who has requested notice of such meetings; unless, notice is not required in accordance with the exceptions as outlined in 57-8a-225 of the Utah Community Association Act ("Act").

Notice of Meetings. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Board. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not less than forty-eight hours prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit shall be deemed to be the member's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Board of Directors stating that the Owner will not accept notices by way of email.

<u>Section 2. SPECIAL MEETINGS.</u> Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

<u>Section 3. QUORUM.</u> A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

#### **ARTICLE VII**

#### Powers and Duties of the Board of Directors

#### Section 1. POWERS. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of roads, streets, common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof:
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such members shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty days for infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Certificate of Incorporation, or the Protective Covenants;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

#### Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by not less than one-fourth of members who are entitled to vote.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

#### (c) Assessments

- (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (3) Fix the amount of special assessments, if necessary, to conduct the business of the Association as determined at the Annual Meeting or a Special Meeting;
- (4) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring and action at law against the Owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - (e) Procure and maintain adequate liability and hazard insurance on property owned by the association;

- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as the board may deem appropriate;
  - (g) Cause the common area and road system to be maintained.

#### ARTICLE VIII

#### Officers and Their Duties

- <u>Section 1. ENUMERATION OF OFFICERS.</u> The officers of this Association shall be a President and Vice-President, who at all times will be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The Secretary and Treasurer may be the same person.
- <u>Section 2. ELECTION OF OFFICERS.</u> The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- <u>Section 3. TERM.</u> The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- <u>Section 4. SPECIAL APPOINTMENTS.</u> The Board may elect other such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- <u>Section 6. VACANCIES.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of thee officer he replaced.
- <u>Section 7. MULTIPLE OFFICES.</u> The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

#### Section 8. DUTIES. The duties of the officers are as follows:

- (a) <u>PRESIDENT.</u> The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign, or electronically authorize all checks, promissory notes, or electronic payments and transfers. The President shall be authorized to sign by electronic means, including by digital signature, or electronically transmitted verification of approval.
- (b) <u>VICE-PRESIDENT</u>. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.
- (c) <u>SECRETARY.</u> The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) <u>TREASURER</u>. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign, or electronically authorize all checks, promissory notes, or electronic payments and transfers of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer shall be authorized to sign by electronic means, including by digital signature, or electronically transmitted verification of approval.

## ARTICLE IX

The Association shall have the right to elect members of the Architectural Control Committee, as provided in the Protective Covenants, at such time as all Lots in the Tract have been sold by the Grantor, as stated in the Protective Covenants., The Board shall also have the right to appoint a Nominating Committee, as provided in these Bylaws, and in addition thereto shall appoint other committees as deemed appropriate in carrying out its purposes.

# ARTICLE X Books and Records

In accordance with Utah Law, any member desiring to inspect or copy the records of the Association shall submit to the Association Secretary a completed Demand to Inspect and/or Receive Copies of Association Records ("Records Request") in substantially the same form as that attached hereto as Attachment "A" or such other form adopted by the Board of Directors. Review of the Records will be conducted only during regular business hours and at the Association's principal office.

#### ARTICLE XI Assessments

Each member is obligated to pay to the Association service fees and annual and special assessments, which fees and assessments are secured by a continuing lien upon the property against which the assessment or fee is made. Any fees or assessments which are not paid when due, shall be delinquent. If the fee or assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency at the rate of 1.5% per month (18% APR), compounded monthly, in addition to a monthly late fee in the amount of twenty dollars (\$20), and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, collection costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area, roads or abandonment of his Lot.

The annual assessment may be increased each year up to five percent (5%) of the maximum authorized payment for the previous year.

## ARTICLE XII Corporate Seal

The Association shall have a seal in circular form having within its circumstance the words "Hi-Country Estates Homeowners Association."

## ARTICLE XIII

These Bylaws may be amended by a two-thirds vote of the members entitled to vote who are present in person or by proxy after a quorum has been established. A copy of the proposed amendment shall be sent, whether by email or electronic transmission, to each member with the notice of the meeting at which, or voting period during which, the amendment will be considered.

<u>How Proposed</u>. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least thirty percent (30%) of the Allocated Interest of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

<u>Adoption.</u> Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose.

<u>Execution and Recording.</u> An amendment shall not be effective unless and until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Salt Lake County.

# Fiscal year

The fiscal year of the Association shall begin on the 1st of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### **ARTICLE XV**

Indemnification of officers, Trustees, and Employees

Except to the extent prohibited by then applicable law, this corporation shall reimburse, indemnify and hold harmless each present and future officer, trustee, volunteer, and employee of this corporation and each person who, at the request of this corporation acts as an officer, trustee, volunteer, or employee of any other corporation in which this corporation has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him/her, including reasonable settlement payments, in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which he/she may be involved or made a party by reason of his/her being or having been a director, officer, volunteer, or employee of this corporation or such other corporation, or by reason of any action alleged to have taken or omitted by him/her in such capacity, if a disinterested majority of the Board of Directors of Hi-Country Estates Phase One (or, if a majority of the Board of Directors is not disinterested, then independent legal counsel) determines in good faith that such person acting in good faith (a) within what he/she reasonably believed to be the scope of this authority or employment, and (b) for a purpose which he/she reasonable believed to be in the best interest of the corporation.

The right of indemnification provided in this Article shall inure to each person referred to in this section, whether or not the claim asserted against him/her is based on matters which arose whole or in part prior to the adoption of this section and in the event of his/her death shall extend to his/her legal representatives. The right of indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law (including, without limitation, his/her rights under the Utah State Corporation Code), or under any agreements, vote of trustees or otherwise.

# ARTICLE XVI Ranking of Documents

In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate shall control. In the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall Control.

DULY ADOPTED by a two-thirds vote of the members present at a duly noticed regular meeting of members held on the 4<sup>th</sup> day of May, 2015.

#### **CERTIFICATION**

The 2015 Amended and Restated Bylaws were duly approved by at least two-thirds of a duly constituted quorum of the members and certified by the Association's President and Secretary in accordance with Article XIII.

EXECUTED this 10 day of 6807. , 2015.

Noel Williams
President and Authorized Member of the Board of Directors of
Hi-Country Estates Homeowners Association

STATE OF UTAH

) SS:

COUNTY OF SALT LAKE

On the 

| Doth | day of Soptember 2015, personally appeared before me | Noel | Doth | County |

Board of Directors, and also the President of the Hi-Country Estates Homeowners Association, and that he is authorized by the Board of Directors and on behalf of the Association to execute this amendment, and that the foregoing instrument was duly approved by the Association and certified by the Secretary of the Association as required by the Bylaws.

My Commission Expires:

Ang 22, 2017

Notary Public
KAREN RUBINO
Commission #669717
My Commission Expires
August 22, 2017
State of Utah

RXPN PARCEL# 32-04-376-005-0000

OWNER: HUNTER, KENNETH M & GEOG NAME: SEC 04 TWNSHP 4S RNG 2W CONT LOC ADDR: 14054 S CEDAR GLENN CIR

ET AL

DESCRIPTION: BEG 4443.83 FT S 0¬14'13" W & 552 FT W FR N 1/4 COR OF SEC 4, T 4S, R 2W, S L M; S 221.5 FT; W 757.6 FT; N 0¬14'13" E 312.5 FT; E 756.3 FT; S 91 FT TO BEG. 5.43 AC 6137-0766

RXPN PARCEL# 32-04-376-010-0000

CONT LOC ADDR: 14042 S CEDAR GLENN CIR OWNER: MCKELLAR, JOHN D &

GEOG NAME: SEC 04 TWNSHP 4S RNG 2W

DESCRIPTION: BEG N 89-52'20" W 503.95 FT FR NE COR OF SE 1/4 OF SW 1/4

SEC 4, T 4S, R 1W, SLM; S 115.36 FT; S 10-47'03" W 267.16

FT; W 756.3 FT; N'LY 312.5 FT; E'LY 780 FT M OR L; N 65 36

FT; S 89-52'20" E 25 FT M OR L TO BEG. 5.67 AC 6137-765, 76 5576-2778 5474-1703 6565-1199 6572-1302 7772-0757 8295-7093

RXPN PARCEL# 32-04-376-012-0000

CONT LOC ADDR: 14110 S CEDAR GLENN CIR

RXPN PARCEL# 32-04-376-012-0000
OWNER: MURDOCK, PAUL C
GEOG NAME: SEC 04 TWNSHP 4S RNG 2W
DESCRIPTION: BEG S 0-14'13" W 4869.99 FT & W 550.24 FT FR N 1/4 COR OF
SEC 4, T 4S, R 2W, SLM; S 107.84 FT; W 758.89 FT; N 0-14'13"
E 312.50 FT; E 757.60 FT; S 204.66 FT TO BEG. ALSO BEG S
0-14'13" W 5296.15 FT & 548.49 FT W FR N 1/4 COR OF SEC 4, T
4S, R 2W, SLM; N 89-39' W 760.19 FT; N 0-14'13" E 310.33 FT;
E 758.89 FT; S 314.97 FT TO BEG. ALSO BEG S 89-50'15" W
585.98 FT FR S 1/4 COR OF SEC 4, T 4S, R 2W, SLM; S

RXPN PARCEL# 32-04-376-011-0000

CONT LOC ADDR: 14031 S CEDAR GLENN CIR OWNER: MITCHELL, LAMAR G

GEOG NAME: SEC 04 TWNSHP 4S RNG 2W

DESCRIPTION: BEG NE COR OF SE 1/4 OF SW 1/4 SEC 4, T 4S, R 2W, SLM; S 0-14'13" W 467.68 FT; W 552 FT; N 91 FT; N 10-47'03" E 267.16 FT; N 115.36 FT; S 89-52'20" E 503.95 FT TO BEG. 5.662 AC 6137-765, 766 5576-2778 5471-1703 6565-1199 7079-1963 7247-1358 7421-0503

RXPN PARCEL# 32-04-376-003-0000

OWNER: DODDS, STEVEN L & CONT LOC ADDR: 14099 S CEDAR GLENN CIR GEOG NAME: SEC 04 TWNSHP 4S RNG 2W ET AL DESCRIPTION: BEG 4443.83 FT S 0-14'13" W FR N 1/4 COR OF SEC 4, T 4S, R

2W. S L M; S 0-14'13" W 426.16 FT; W 550.24 FT; N 426.16 FT; E 552 FT TO BEG. 5.392 AC 5474-1704 5492-1271 6134-2050 6136-0027 6305-2657 7060-2345

RXPN PARCEL# 32-04-376-014-0000

CONT LOC ADDR: 14115 S CEDAR GLENN CIR OWNER: MURDOCK, PAUL C

GEOG NAME: SEC 04 TWNSHP 4S RNG 2W

DESCRIPTION: BEG S 0-08'26" E 5296.86 FT & N 89-38'33" W 31.15 FT FR N

1/4 COR OF SEC 4, T 4S, R 2W, SLM; N 89-38'33" W 554.24 FT;

N 0-21'27" E 426.16 FT; S 89-38'33" E 554.24 FT; S 0-21'27"

W 426.16 FT TO BEG. ALSO BEG S 1/4 COR OF SEC 4, T 4S, R 2W,

SLM; S 89-50'15" W 585.98 FT; N 0-21'27" E 70.63 FT; S

89-38'33" E 585.39 FT; S 0-08'26" E 65.31 FT TO BEG. ALSO BEG N 0-28'26" W 65.31 FT FR S 1/4 COR OF SEC 4, T 4S, R 2W,

TSL

門為學 网络海绵 化油厂医洗涤剂 电影

## Parcel Numbers

| 26-33-377-004-0000       32-04-152-003-0000       32-05-152-001-0000         26-33-377-002-0000       32-04-152-001-0000       32-05-152-002-0000         26-33-377-001-0000       32-04-152-002-0000       32-05-177-001-0000         26-33-376-002-0000       32-04-176-001-0000       32-05-177-002-0000         26-33-376-001-0000       32-04-176-003-0000       32-05-177-003-0000         26-33-351-004-0000       32-04-176-003-0000       32-05-177-004-0000         26-33-351-004-0000       32-04-326-002-0000       32-05-252-001-0000         26-33-351-007-0000       32-04-326-002-0000       32-05-252-002-0000         26-33-351-008-0000       32-04-326-004-0000       32-05-252-003-0000         26-33-351-001-0000       32-04-127-001-0000       32-05-402-002-0000         26-33-351-001-0000       32-04-127-001-0000       32-05-402-002-0000         26-33-352-006-0000       32-04-127-001-0000       32-05-426-001-0000         32-05-277-001-0000       32-04-127-003-0000       32-05-426-002-0000         32-05-277-001-0000       32-04-177-003-0000       32-05-426-002-0000         32-05-277-001-0000       32-04-177-003-0000       32-05-426-002-0000         32-05-277-001-0000       32-04-177-003-0000       32-05-426-005-0000         32-05-277-002-0000       32-04-328-002-0000       32-05-426-0 | 32-04-126-004-0000 32-04-126-003-0000 32-04-101-007-0000 32-04-101-006-0000 32-04-101-005-0000 32-04-101-004-0000 32-05-277-005-0000 32-05-278-002-0000 32-04-151-001-0000 32-04-151-002-0000 32-04-301-001-0000 32-04-301-003-0000 32-04-301-005-0000 32-04-301-006-0000 32-04-301-006-0000 32-04-326-003-0000 | 32-04-376-011-0000 32-04-376-012-0000 32-04-376-014-0000 32-05-226-001-0000 32-05-226-006-0000 32-05-226-003-0000 32-05-226-005-0000 32-05-226-001-0000 32-05-251-003-0000 32-05-251-001-0000 32-05-176-003-0000 32-05-176-002-0000 32-05-151-005-0000 32-05-151-004-0000 32-05-151-004-0000 | 32-05-302-004-0000<br>32-05-302-003-0000<br>32-05-302-002-0000<br>32-05-302-001-0000<br>32-05-151-007-0000<br>32-05-151-008-0000   |
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| 26-33-452-001-0000       32-04-152-004-0000       32-05-151-002-0000         26-33-377-004-0000       32-04-152-003-0000       32-05-152-001-0000         26-33-377-002-0000       32-04-152-002-0000       32-05-152-002-0000         26-33-377-001-0000       32-04-152-002-0000       32-05-177-001-0000         26-33-376-002-0000       32-04-176-001-0000       32-05-177-002-0000         26-33-376-001-0000       32-04-176-002-0000       32-05-177-003-0000         26-33-376-001-0000       32-04-176-003-0000       32-05-177-004-0000         26-33-351-004-0000       32-04-176-004-0000       32-05-252-001-0000         26-33-351-007-0000       32-04-326-002-0000       32-05-252-002-0000         26-33-351-008-0000       32-04-326-004-0000       32-05-252-003-0000         26-33-351-001-0000       32-04-326-004-0000       32-05-252-003-0000         26-33-351-001-0000       32-04-127-001-0000       32-05-402-002-0000         26-33-352-006-0000       32-04-127-001-0000       32-05-402-003-0000         32-05-277-001-0000       32-04-127-001-0000       32-05-426-001-0000         32-05-277-002-0000       32-04-177-001-0000       32-05-426-005-0000         32-05-277-004-0000       32-04-177-003-0000       32-05-426-005-0000         32-05-277-004-0000       32-04-328-001-0000       32-05-426-0 | 32-04-101-003-0000<br>26-33-353-001-0000<br>26-33-353-002-0000<br>32-04-126-001-0000<br>32-04-126-002-0000  | 32-04-351-001-0000<br>32-04-351-002-0000<br>32-04-352-003-0000<br>32-04-376-001-0000<br>32-04-376-003-0000<br>32-04-376-005-0000   | 32-05-401-010-0000<br>32-05-401-001-0000<br>32-05-301-001-0000<br>32-05-301-002-0000<br>32-05-302-005-0000<br>32-05-302-006-0000   |
| 26-33-452-001-0000       32-04-152-004-0000       32-05-151-002-0000         26-33-377-004-0000       32-04-152-003-0000       32-05-152-001-0000         26-33-377-003-0000       32-04-152-001-0000       32-05-152-002-0000         26-33-377-001-0000       32-04-152-002-0000       32-05-177-001-0000         26-33-376-001-0000       32-04-176-001-0000       32-05-177-002-0000         26-33-376-001-0000       32-04-176-002-0000       32-05-177-003-0000         26-33-376-001-0000       32-04-176-003-0000       32-05-177-004-0000         26-33-351-004-0000       32-04-176-004-0000       32-05-252-001-0000         26-33-351-007-0000       32-04-326-002-0000       32-05-252-002-0000         26-33-351-002-0000       32-04-326-004-0000       32-05-252-003-0000         26-33-351-001-0000       32-04-127-001-0000       32-05-402-003-0000         26-33-351-001-0000       32-04-127-001-0000       32-05-402-003-0000   | 32-05-277-001-0000<br>32-05-277-002-0000<br>32-05-277-003-0000<br>32-05-277-004-0000<br>32-05-227-002-0000<br>32-05-227-001-0000<br>32-04-101-001-0000  | 32-04-127-003-0000<br>32-04-177-001-0000<br>32-04-177-002-0000<br>32-04-177-003-0000<br>32-04-328-001-0000<br>32-04-328-002-0000<br>32-04-328-003-0000<br>32-04-327-001-0000   | 32-05-278-001-0000<br>32-05-426-002-0000<br>32-05-426-005-0000<br>32-05-426-004-0000<br>32-05-426-003-0000<br>32-05-401-004-0000<br>32-05-401-007-0000   |
| 26-33-452-002-0000 32-04-326-001-0000 32-05-151-003-0000  | 26-33-452-001-0000<br>26-33-377-004-0000<br>26-33-377-003-0000<br>26-33-377-002-0000<br>26-33-376-002-0000<br>26-33-376-001-0000<br>26-33-351-004-0000<br>26-33-351-007-0000<br>26-33-351-008-0000<br>26-33-351-002-0000<br>26-33-351-001-0000  | 32-04-152-004-0000 32-04-152-003-0000 32-04-152-001-0000 32-04-152-002-0000 32-04-176-001-0000 32-04-176-002-0000 32-04-176-003-0000 32-04-176-004-0000 32-04-326-002-0000 32-04-326-004-0000 26-33-453-001-0000 32-04-127-001-0000  | 32-05-151-002-0000<br>32-05-151-002-0000<br>32-05-152-001-0000<br>32-05-177-001-0000<br>32-05-177-002-0000<br>32-05-177-003-0000<br>32-05-177-004-0000<br>32-05-252-001-0000<br>32-05-252-002-0000<br>32-05-252-003-0000<br>32-05-402-002-0000<br>32-05-402-003-0000<br>32-05-426-001-0000 |

# **Exhibit A**

# Demand to Inspect and/or Receive Copies of Association Records

Hi-Country Estates Homeowners Association

Pursuant to Utah Code Annotated § 16-6a-1602(1) & (2), written demand for inspection or copying of Association records must be made at least five days in advance.

Records may be inspected, and copies will be made available, at the Association offices at \_\_\_\_\_\_, during the Association's regular business hours.

| Contact Informatio   | 11 | ·  |  |  |  |
|--|----|--|--|--|--|
| Name:  |    |  | Telephone:                                 |  |  |
| Address:   |    | 1  | Fax:                                       |  |  |
|  |    |  | E-mail:                                    |  |  |
| Are you requesting   INSPECTION OF RECORDS?  (Check One)   COPIES of Records (10 cents per page and \$15 per hour)?    BOTH?   |    |  |  |  |  |
| Please check this box if you wish to receive by mail a copy of the Association's most recent annual financial statements (if any) and its most recently published financial statements (if any). UCA § 16-6a-1603(3) & -1606. (Free of Charge) |    |  |  |  |  |
| If you wish to   |    | The Articles of Incorporation.                     |  |  |  |
| inspect and/or<br>receive copies<br>any of the<br>records listed at<br>right, please   |    | The Bylaws.  |  |  |  |
|  | 0  | Names and Addresses of Curr                        | ent Directors and Officers.                |  |  |
| check the<br>appropriate   |    | Membership Resolutions. Wh                         | ich?:                                      |  |  |
| boxes, and fill in<br>the requested<br>information.  |    | Our Most Recent Annual Repo                        | ort to the Division of Corporations.       |  |  |
|  | 0  | Minutes of Members' Meetings Dates?:               | Within the Last 3 Years.                   |  |  |
| If you wish to inspect and/or receive copies of any other records, please fill out the reverse side.   |    | Records of Actions Taken With Which?:              | nin the Last 3 Years Without a Meeting.    |  |  |
|  |    | Written Communications to the Which?:              | e Members Within the Last 3 Years          |  |  |
|  |    | Financial Statements Prepared Years. Which Years?: | d for Periods Ending During the Last Three |  |  |

Demand to Inspect and/or Receive Copies of Association Records

## **SENSITIVE & PROTECTED RECORDS**

| Please describe the purpose of your demand to inspect and/or receive copies  |  |             |
|--|--|-------------|
| Please note that the purpose of record access must be reasonably related to your interest as a member or director of the Association. UCA § 16-6a-1602(4)(b) |  |             |
| Please describe the records  |  |             |
| to be inspected or copied.   |  |             |
| Please be as specific as possible. Note that the   |  |             |
| records you request must be directly connected with your   |  |             |
| above-described purpose.<br>UCA § 16-6a-1602(3)(c)   |  |             |
|  | 333333333  |             |
|  | and/or Receive Copies of Sensitive and Protected A<br>ved by the Association's custodian of records, you wi<br>of copies may be permitted. |             |
| Inspection or receipt of copies demand at the Association of   | s will take place within five days of presentation of this<br>fices.   | s completed |
| protected Ass  | or member obtaining information from or copies of sociation records may not use such information of the purpose given above.               |             |
| Signature  | Dat  | е           |
| Requesting Memb  |  |             |
| Approved   | Dat  | e           |
| Denied Signature Direct  |  |             |