

**AMENDED AND RESTATED
BYLAWS
OF THE
810 WEST HOMEOWNER'S ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is the 810 WEST HOMEOWNER'S ASSOCIATION, (the "Association"). The principal office of the corporation shall be located at P.O. Box 61, Jackson, WY 83001 but meetings of members and directors may be held at such places within the State of Wyoming, County of Teton, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to the 810 West Homeowner's Association, a Wyoming Nonprofit Corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described at the 810 West Addition to the Town of Jackson, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by supplementary declaration.

Section 3. "General Common Area" or "Common Area" shall mean all real property (including the improvements thereto and common utilities located therein) owned by the Association for the common use and enjoyment of the Owners as shown on the Plat or any amendment thereto.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "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 a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the original Declaration of Covenants, Conditions and Restrictions and all supplementary or amended declarations applicable to the Property recorded in the Office of the Teton County Clerk, State of Wyoming.

Section 7. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.

Section 8. "Board" shall mean the Board of Directors of the Association.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual and Regular Meetings. The Association shall hold an annual meeting at a date, time and location set by resolution of the Board. The Association may also hold regular meetings from time to time as the Board deems appropriate. All meeting shall be held in Teton County, Wyoming.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Board, or by the Board of Directors, or upon written request of the Members who are entitled to one-fourth ($\frac{1}{4}$) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, either by email or by mailing a copy of such notice in the U.S. Mail with postage paid. Notices shall be sent at least fifteen (15) days before such meeting. Notices shall be addressed to the Member's email, physical or mailing address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Any Member who desires delivery via U.S. Mail instead of by email shall make a request to the Board in writing. Such meeting notices shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at such meeting, the Members entitled to vote at the meeting 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. If a quorum is present, a majority of affirmative votes is an act of the Members.

Section 5. 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. Proxies shall be renewed each year.

Section 6. Vote. With respect to each matter submitted to a vote of the Members, each Lot shall be accorded a single vote. If there is more than one person or entity owning a Lot, the vote with regard to such Lot shall be cast as determined by the Owners of such Lot. In the event of any dispute among co-Owners of a Lot, the Board shall have the right to disqualify such vote on an issue unless or until the co-Owners of such Lot have reached agreement as to such vote.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) directors, all of whom must be Members of the Association.

Section 2. Term of Office. The Members shall elect directors for terms of three (3) years.

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 or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, each director shall receive a credit toward homeowner's dues in an amount not to exceed \$300 per month, unless a higher credit limit is approved by a vote of the Association taken in accordance with Article III, Section 4 of these Amended and Restated Bylaws. In addition, each director may be reimbursed for actual expenses incurred in the performance of his or her 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 a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Election. Nomination for election to the Board may be made by written statement to the Board or by nomination made from the floor of the annual meeting. Election to the Board of Directors shall be by verbal or written vote at the annual meeting. At such election, 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 V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board, as such place and time as may be fixed by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any director, after not less than one (1) days notice to each director, which notice can be waived in writing.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or 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 VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and amend reasonable rules and regulations governing the conduct of all people on the Property, and the operation and use of the Common Areas and standards for repair, upkeep and maintenance of the townhouses located on the Property. The Board of Directors shall have the power to levy fines against the Lot Owners for violation of the Declaration or the Rules and Regulations, and to establish penalties for the violation thereof. No fine may be levied for more than \$100.00 for any first violation. For each subsequent violation which continues after notice, fines may be reasonably increased. Collection of fines may be enforced against the Lot Owner or Owners responsible as if the fines were a common charge owed by the particular Lot Owner or Owners;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment or fine levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association (and not reserved to the Members) by these Bylaws, the Articles of Incorporation, or the Declaration;

(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 (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe their duties.

Section 2. Violation by Lot Owners. The violation of any rule or regulation adopted by the Association, the breach of any Bylaw contained herein or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to:

(a) Enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass.

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(c) Levy charges against any Lot Owner in the amount equal to damages sustained by virtue of such Lot Owner's violation of the intent and meaning of the provisions of these Bylaws or of the rules and regulations promulgated hereunder, or that of guests or tenants under his control upon finding thereof by the Board.

(d) Levy summary fines pursuant to the Declaration; provided, however, that the homeowner against whom this provision is sought to be applied shall be accorded the following rights:

- (i) Adequate notice of default or violation with a right to cure the default or violation;
- (ii) An opportunity to defend himself or herself against the allegations of a violation;
- (iii) An opportunity to cross-examine witnesses;
- (iv) An opportunity to receive a formal hearing before the Board;
- (v) Findings of fact by the Board in accordance with the evidence presented; and
- (vi) A penalty reasonably proportionate to the offense.

Section 3. 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 of the Association at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one fourth (1/4) of the 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) As more fully provided in the Declaration, to:

- (i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (ii) Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
- (iii) Foreclose the lien against any property for which assessments or fines are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) Prepare an annual budget and statement of income and expenditures to be presented to the Members at the annual meeting.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area and certain Limited Common Areas, as more particularly set forth in the Declaration, to be maintained or repaired and to collect sufficient reserves to establish a fund for such maintenance, repairs and replacement of Common Areas and certain Limited Common Areas on a periodic basis as may be reasonable; and

(h) Cause the exterior of dwellings to be maintained as required in the Declaration.

(i) To otherwise administer and enforce the Declaration.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Secretary, and a Treasurer, all of whom shall at all times be members of the Board of Directors. The positions of Secretary and Treasurer may be held by the same Member. The Board of Directors may establish such other officer positions as deemed necessary from time to time. Such officers shall hold office for such period, have such authority, and perform such duties as the Board may determine.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following the annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, be removed from office, or otherwise be disqualified to serve. Officers may serve up to three (3) successive terms in their positions.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board 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 after giving written notice to the Board, to the President, or to 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. 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 has the authority to sign checks and promissory notes of the Association.

(b) Secretary. The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and 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 the Members of the Association, together with their addresses; and perform such other duties as may be required by the Board.

(c) Treasurer. 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; has the authority to sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy to each of the Members.

ARTICLE VIII **COMMITTEES**

The Association may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X **ASSESSMENTS AND FINES**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and fines imposed by the Board, which are secured by a continuing lien upon the property against which the assessment or fine is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid

within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the property; and interest, 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 assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of Members present in person or by proxy at which there is a quorum; provided that WCDA, FHA, HUD/VA, FHLMC and other mortgagees, lenders of mortgage insurers may have the right to veto any amendment, if any of the mortgages on the Lots in the Properties are insured or guaranteed by said agencies.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
INDEMNIFICATION

The Association shall indemnify any director or officer or former director or officer of the Association against liability, amounts paid in settlement, and expenses (including attorney's fees) actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudicated in such action, suit or proceeding to be liable for misconduct in the performance of his duties to the Association.

Expenses incurred in defending an action, suit or proceeding, as contemplated in this Article, may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the quorum of the Board of Directors and, if required by the Board of Directors, upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association, as authorized by this Article or otherwise.

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provisions in the Articles of Incorporation, Bylaws, agreements, votes of disinterested members or directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

The Association may purchase and maintain insurance on behalf of any person who was or is a director, officer, employee or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status of such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Wyoming, as they may hereafter be amended or modified. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article, shall constitute expenses of the Association and shall be paid with the funds of the Association.

ARTICLE XIV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Rules and Regulations. The Board of Directors may, from time to time, acting unanimously, adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Common Area to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, Declaration, or these Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary for the 810 West Homeowner's Association, a Wyoming Nonprofit Corporation; and

THAT the foregoing Amendment and Restated Bylaws were duly approved and adopted at the annual meeting of the Members held on the 3rd day of December, 2018, at which a quorum was present, by a vote of a majority of Members present in person or by proxy.

IN WITNESS WHEREOF, I have hereunto subscribed my name to these Amended and Restated Bylaws, to be effective the 04th day of December, 2018.

Madeleine Sturmer

Secretary