

Welcome to the ULWSA Owners Forum

Thank you for taking the time to participate in this informal Forum of the Owner/Members of the ULWSA.

The purpose of this forum is to allow the owners to directly discuss and interact with each other with the goal of identifying covenants, bylaws, or other issues which may deserve attention. The “agenda” here is to provide for open discussion.

Please note that this Forum was sponsored by Eriks Goodwin, President of the ULWSA. The topics, format, and method to this Forum are his work, alone and should not be presumed to represent the views, priorities, or opinions of others. The Board and Committee members who attend are doing so as Owners, not any form of official.

This Forum will be presided over by Eriks Goodwin, as President of our Association—and he will act solely as Moderator for the Forum.

Please engage to whatever level you would like—but please participate!

Participation Options

You, as an owner, may attend in any of these ways:

- In person at the Forum
- Video Conferencing, via BlueJeans
- Audio Conferencing (listening only, no ability to speak)
- Submit your thoughts in advance via email to president@ulwsa.org, and they will be read aloud by the Moderator, at the appropriate times.

Forum Rules

1. Be respectful of everyone, no exceptions.

2. Remember that ALL ideas and views are valid to whomever expresses them and need to be taken seriously—whether you agree or not. We don't have to agree, but we must listen. We owe our neighbors that courtesy.
3. One person may speak at a time; and only when recognized by the Moderator.
4. Those who do not wish to speak aloud may submit written comments or questions to the Moderator, who will then read them aloud. (If in person, use paper. If online, use BlueJeans chat area.)
5. Unacceptably disruptive participants may be asked to leave briefly to take a break to calm down, or may be permanently ejected from the Forum, at the discretion of the Moderator.
6. All reasonable efforts will be taken to allow for rest breaks so as to not deny anyone the time to express their opinion.

Forum Agenda

- Welcome
- Explanation of meeting format and how to be recognized to speak
- Sectional review of Covenants, then open discussion
- Sectional review of By-Laws, then open discussion
- Sectional Review of Resolutions, then open discussion
- Identification of Priorities
- Final Thoughts by Participants
- Adjournment

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Reservations and Restrictive Covenants to Upper Little Warm Spring Creek Subdivision

1 Know All Men By These Presents:

2 ~~{[Warm Springs, Inc.]~~¹ **Upper Warm Springs Association**} a Wyoming corporation, fee owner of the
3 following described real property, located in Fremont County, Wyoming:

4 A tract of land located in the south half (S½) and the southeast quarter of the northeast quarter (SE¼,
5 NE¼) of said Section 9, the west half (W½) and the north half of the northeast quarter (N½,N¼) of
6 Section 10, and the south half of the southeast quarter (S½, SE¼) of Section 3, Township 41 North, Range
7 107 West, of the Sixth Principal Meridian; Fremont County, Wyoming, more particularly described as
8 follows:

9 Beginning at the southwest corner of Section 9, Township 41 North, Range 107 West, of the Sixth
10 Principal Meridian; Fremont County, Wyoming, and considering the west line of said Section 9 to bear
11 north 00°, 59' 03" West with all bearings contained herein relative thereto;
12 thence North 00°, 59' 03" West along the west line of said Section 9 a distance of 2650.07 feet to a point on
13 the north line of the southwest quarter (SW¼) of said Section 9;
14 thence North 88°, 56' 01" East along the north line of the southwest quarter (SW¼) of said Section 9, a
15 distance of 2628.03 feet to the northeast corner of the southwest quarter (SW¼) of said Section 9;
16 thence continuing North 88°, 56' 01" East along the north line of the southeast quarter (SE¼) of said

1 A "Second Amendment to Declarations of Protective Covenants to Upper Little Warm Spring Creek Subdivision" was recorded by the Fremont County Clerk on January 9, 2019 which provided that: *[Each reference in the CC&Rs to "Warm Springs, Inc." is deleted and replaced with "Upper Little Warm Springs Association."]*.

17 Section 9, a distance of 1324.00 feet to the southwest corner of the southeast quarter of the northeast
18 quarter (SE $\frac{1}{4}$, NE $\frac{1}{4}$) of said Section 9;
19 thence North 00° 58' 43" west along the west line of the southeast quarter of the northeast quarter (SE $\frac{1}{4}$,
20 NE $\frac{1}{4}$) of said Section 9, a distance of 1320.91 feet to the, northwest corner of the southeast quarter of the
21 northeast quarter (SE $\frac{1}{4}$, NE $\frac{1}{4}$) of said Section 9;
22 thence North 88°59'36" East along the north line of said southeast quarter of the northeast quarter (SE $\frac{1}{4}$,
23 NE $\frac{1}{4}$) of said Section 9, a distance of 1320.70 feet to the northeast corner of the southeast quarter of the
24 northeast quarter (SE $\frac{1}{4}$, NE $\frac{1}{4}$) of said Section 9;
25 thence North 01° 07' 18" West along the west line of Section 10, a distance of 1319.54 feet to the northwest
26 corner of said Section 10;
27 thence North 89° 37' 41" East along the north line of said Section 10 a distance of 2639.82 feet to the north
28 quarter corner (N $\frac{1}{4}$ COR) of said Section 10;
29 thence North 00° 29' 34" West along the west line of the southwest quarter of the southeast quarter
30 (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3 a distance of 1319.96 feet to the northwest corner (NWCOR) of said southwest
31 quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 3;
32 thence North 89° 36' 50" East along the north line of the south half of the southeast quarter (S $\frac{1}{2}$,SE $\frac{1}{4}$) of
33 said Section 3 a distance of 2652.14 feet to the northeast corner (NECOR) of said south half of the
34 southeast quarter (S $\frac{1}{2}$,SE $\frac{1}{4}$) of said Section 3 ;
35 thence south 00° 02' 30" West a distance of 41.14 feet;
36 thence South 87° 47' 43" West a distance of 642 .10 feet;
37 thence South 17° 18' 50" West a distance of 2713.06 feet;
38 thence South 89° 43' 32" west along the southline of the northwest quarter of the northeast quarter
39 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 10 a distance of 1179.96 feet to the southwest corner (SWCOR) of said northwest
40 quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 10;

41 thence South 00° 30' 24" East along the east line of the west half (W½) of said Section 10 a distance of
42 3611.35 feet to the northeast corner (NECOR) of Little Warm Springs Creek No. 1 Subdivision,
43 a subdivision as recorded in the records of Fremont County, Wyoming; continuing along the northerly
44 and westerly boundary of said Little Warm Springs Creek No. 1 Subdivision by the following twenty (20)
45 courses:

- 46 1. North 83° 27' 12" West, 452.73 feet;
- 47 2. North 70° 25' 22" West, 423.35 feet;
- 48 3. North 26° 52' 57" West, 175.06 feet;
- 49 4. North 61° 38' 04" West, 283.87 feet;
- 50 5. South 21° 46' 57" West, 142.60 feet;
- 51 6. South 53° 22' 15" West, 183.43 feet;
- 52 7. North 58° 26' 50" West, 181.49 feet;
- 53 8. North 35° 00' 59" West, 191.70 feet;
- 54 9. North 78° 29' 55" West, 462.08 feet;
- 55 10. North 70° 49' 27" West, 97.03 feet;
- 56 11. South 81° 27' 03" West, 257.12 feet;
- 57 12. South 70° 13' 00" West, 175.65 feet;
- 58 13. South 02° 06' 49" East, 75.00 feet;
- 59 14. South 87° 53' 11" West, 458.60 feet;
- 60 15. North 02° 06' 49" West, 75.00 feet;
- 61 16. North 88° 07' 19" West, 323.19 feet;
- 62 17. South 47° 48' 03" West, 150.00 feet;
- 63 18. South 72° 27' 19" East, 230.00 feet;
- 64 19. South 66° 22' 18" East, 238.00 feet;

65 20. South 00° 08' 32" East, 620.00 feet to the Southwest corner (SWCOR) of said Little Warm Springs Creek
66 No. 1 Subdivision;
67 thence South 88° 35' 23" West along the south line of the southeast quarter (SE¼) of Section 9 a distance
68 of 2181.25 feet to the south quarter corner (S¼COR) of said Section 9;
69 thence South 89° 02' 30" West along the south line of the southwest quarter (SW¼) of said Section 9, a
70 distance of 2621.16 feet to the southwest corner (SW¼COR) or said Section 9, said corner being the point
71 of beginning.

72 The above described outer boundary of Upper Little Warm Spring Creek Subdivision contains 724.500
73 acres.

74 And desiring to plat and dedicate the same as a legal subdivision, does hereby make the following
75 declarations as to reservations, restrictions, limitations and uses to which the lots constituting said legal
76 subdivision may be put, contemplating the development of said land as a residential area and the
77 purchase of lots therein for residential purposes, said lands constituting a legal subdivision in accordance
78 with a plat thereof recorded in Drawer 3, Page 42, in the office of the County Clerk and Ex-Officio
79 Register of Deeds in and for Fremont County, Wyoming. The within restrictions and reservations shall
80 govern the control, ownership, use, occupancy and transfer of the lots contained in said legal subdivision
81 under and upon the following terms and conditions:

82 **1. NAME AND PLAT:**

83 The name of this subdivision shall be "Upper Little Warm Spring Creek Subdivision", and this instrument
84 shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in
85 full.

2. EXTENT OF RESTRICTIONS:

86 Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the
87 grant of each lot in said legal subdivision and as covenants running with the land; they shall be part of
88 every deed, grant, conveyance, or encumbrance on the lots herein concerned, or any part thereof, the
89 same as if they were set up in full in each deed, and every such deed, grant, conveyance and
90 encumbrance shall be subject to the terms and conditions hereof, whether or not so expressly stated; they
91 are created for the benefit of the entire legal subdivision and each lot therein contained and shall be
92 enforceable at law or in equity in accordance with their several terms and provisions by the owners of the
93 lots and tracts therein, individually and collectively, against the person or persons violating any of the
94 conditions of this instrument and either to prevent him from doing so, or to recover damages for such
95 violation, or both.

96 **3. SIZE OF LOTS:**

97 Lots in this legal subdivision shall contain at least two acres, more or less, which, in unusual
98 circumstances, could contain less, upon approval of the Architectural Control Committee.

99 **4. USE:**

100 The use of the lots herein shall be limited to private residential purposes and no more than one
101 residential unit with outbuildings shall be located on any one lot; use and occupancy of the respective
102 residential units shall be limited to one family;

103 no commercial or business use of any of the lots or residential units shall be permitted, including, but not
104 limited to, outfitting and guiding hunters and fishermen, nor shall any commercial or business activity be
105 conducted within the legal subdivision.

106 No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision. No
107 trailer house shall be stored or parked within the legal subdivision other than for the purposes of
108 temporarily maintaining a residence during the construction of a building in conformity with the
109 requirements as hereinafter set forth; provided, however, that trailer houses will be permitted of the type
110 and quality approved by the Architectural Control Committee; and provided further, however, that
111 unoccupied campers and camp trailers may be stored upon the premises by the beneficial owners of the
112 property.

113 Livestock for pleasure purposes, such as saddle horses and domestic pets shall be permitted; the raising,
114 maintenance, keeping or harboring of any kind of barnyard fowl, sheep, goats and cattle, swine or other
115 similar animals not ordinarily raised for pleasure purposes only is prohibited.

116 No lot, the subject of this subdivision, shall be further subdivided unless, after subdivision, each lot
117 contains at least two acres, more or less, or, under unusual circumstances, a lot may contain less
118 acreage, upon approval of the Architectural Control Committee.

119 **5. UTILITY AND SERVICE LINES:**

120 All public utility and service lines'; including pipe lines, shall be buried.

121 **6. MINERAL RIGHTS:**

122 All mineral rights, including oil, gas and other hydrocarbons, upon the premises are reserved in their
123 entirety to ~~{[Warm Springs, Inc.]~~² **Upper Little Warm Springs Association**, a Wyoming corporation.

124 **7. NUISANCES:**

125 No conditions which constitute or -create a nuisance or an unreasonable annoyance to other property
126 owners in the legal subdivision shall be created or permitted to exist;

127 where livestock is kept for pleasure purposes, it must be so restrained that no interference will be caused
128 to other adjoining properties.

129 Waste water from irrigation shall be so controlled so as to prevent annoyance, damage, or injury to
130 adjoining property.

131 **8. BUILDING AND CONSTRUCTION:**

132 Basement dwelling houses only, or basements existing as unfinished construction, or roofed over to be
133 used as a dwelling place shall not be permitted; in the event such condition should develop and continue
134 for a period of one year after commencement of construction thereof, it may, at the end of said one-year
135 period, be abated as a nuisance.

2 A “Second Amendment to Declarations of Protective Covenants to Upper Little Warm Spring Creek Subdivision” was recorded by the Fremont County Clerk on January 9, 2019 which provided that: *[Each reference in the CC&Rs to “Warm Springs, Inc.” is deleted and replaced with “Upper Little Warm Springs Association.”]*.

136 No residence may be placed, erected or constructed closer than 10 feet from a lot boundary line;
137 provided, however, that outbuildings or garages may be placed closer to the tract or lot boundary line.

138 No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels
139 prevailing on the date these covenants are recorded³, it being the intention and purpose of the covenant
140 to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or
141 better than that which can be produced on the date these covenants are recorded at the minimum cost
142 stated herein for the minimum permitted dwelling size.

143 The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be
144 not less than 600 square feet for a one-story dwelling.

145 No building shall be erected, placed or altered on any lot until the construction plans and specifications
146 and a plan showing the location of the structure have been approved by the Architectural Control
147 Committee as to quality of workmanship and materials, harmony of external design with existing
148 structures, and as to location with respect to topography and finish grade elevation.

149 **9. RIGHTS-OF-WAY AND EASEMENTS:**

150 Each lot in the legal subdivision shall possess and shall be burdened by the following rights and
151 easements held, possessed and enforceable by all lot owners jointly and severally:

152 The right to the free and uninterrupted passage of that amount of water to which each lot is entitled
153 over, through, and across adjacent lots over which such passage may be necessary from time to time;

3 The \$10,000 specified in 1974 is equivalent to \$57,028 in today's money, according to the Consumer Price Index (CPI), as calculated by the U.S. Government, as of February 10, 2022.

154 easements and rights-of-way as may be reasonably necessary for the installation, maintenance and repair
155 of water, power and gas mains and lines, which shall be buried, or other installations as the same may
156 now or in the future be installed or erected; provided, nevertheless, that no such easement or right-of-
157 way shall hinder, damage or obstruct residential buildings constructed or in the process of construction
158 at the time of such installation; provided further, that the use of such easement and exercise of rights
159 thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall
160 be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to
161 its original condition.

10. INVALIDATION AND AMENDMENT:

162 Invalidation of any of the covenants, restrictions and limitations contained in this instrument by
163 judgment or court order shall in no way affect any of the other provisions hereof which shall remain in
164 full force and effect.

165 The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in
166 said legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked,
167 obligated, modified or amended by instruments executed and acknowledged in the form prescribed for
168 the execution of deeds by 75-percent of the owners of the property in this legal subdivision.

11. GARBAGE DUMPING:

170 No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage,
171 debris, or other waste, except upon a temporary basis, and in that event, kept in a sanitary condition
172 and shall be hauled away to a garbage dumping area at least weekly.

173 **12. FIRE HAZARDS:**

174 All reasonable preventions shall be taken against fire hazards.

175 **13. MINING OPERATION:**

176 No quarrying, gravel operation or mining operations of any kind shall be permitted upon or in any
177 portion of the property.

178 **14. OLD OR SECOND-HAND BUILDINGS:**

179 No old or second-hand buildings shall be moved on any tract on the subdivision.

180 **15. BUTANE TANKS, WATER STORAGE AND SEWAGE DISPOSAL SYSTEMS:**

181 Butane tanks, water storage tanks and sewage disposal systems must conform to state regulations and
182 will be located so as not to detract from the appearance of the lot.

183 **16. TREES:**

184 Live trees may not be removed from any lot without written consent from the Architectural Control
185 Committee.

186 **17. STREETS AND ROADS:**

187 ~~{[All roads on the subdivision shall be private roads, commonly owned and for the common use and~~
188 ~~benefit of subdivision owners; provided, however, that said roads shall be available for use by Warm~~

189 ~~Springs, Inc., and for access to any other addition or subdivisions created by Warm Springs, Inc., or~~
190 ~~their successors.]⁴~~

191 ~~[All roads on the subdivision shall be public roads, commonly owned and for the common use and benefit~~
192 ~~of subdivision owners; provided, however, that such roads shall be available for use by Warm Springs, Inc.,~~
193 ~~and for access to any other additions or subdivisions created by Warm Springs, Inc. or their successors.]⁵~~

194 **All platted roads in the subdivision shall be public roads, for use by the general public for**
195 **ingress and egress.}**

196 Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost and
197 expense of the subdivision owners.

198 Subdivision owners shall maintain all roads in good repair at all times.

4 An “Amendatory Addendum to Declaration of Protective Covenants to Upper Little Warm Spring Creek Subdivision”
Covenant Amendment approved on May 7, 1986 and recorded by the Fremont County Clerk on May 7, 1986 which
amended the text of Paragraph 17 to read “*All roads on the subdivision shall be public roads, commonly owned and for the
common use and benefit of subdivision owners; provided, however, that such roads shall be available for use by Warm Springs,
Inc., and for access to any other additions or subdivisions created by Warm Springs, Inc. or their successors.*”

5 A “Corrective Amendatory Addendum to Declaration of Protective Covenants to Upper Little Warm Spring Creek
Subdivision was approved on October 10, 1986 and recorded by the Fremont County Clerk on October 20, 1986 which
amended the text of Paragraph 17 to become “All platted roads in the subdivision shall be public roads, for use by the
general public for ingress and egress.”

199 Expense of maintaining "main" roads which are used as common access roads shall be borne and paid by
200 all Warm Springs subdivision and addition owners who benefit by their use, and ~~{[Warm Springs, Inc.]~~⁶
201 **Upper Little Warm Springs Association**} shall not be obligated or committed to provide winter
202 maintenance upon said roads or be required to remove snow from the roads during the winter months.

203 The Architectural Control Committee shall have the power to provide maintenance and to assess the
204 benefiting property owners at a reasonable rate and collect such assessments.

205 **18. ARCHITECTURAL CONTROL COMMITTEE - DEFINITION AND**
206 **NUMBER:**

207 The Architectural Control Committee is composed of the officers and directors of ~~{[Warm Springs, Inc.]~~⁷
208 **Upper Little Warm Springs Association**}. A majority of the Committee may designate a
209 representative to act for it. In the event of death or resignation of any member of the Committee, the
210 remaining members shall have full authority to designate a successor. Neither the members of the
211 Committee nor its designated representative shall be entitled to any compensation for services performed
212 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the
213 power, through a duly recorded written instrument, to change the membership of the Committee.

6 A "Second Amendment to Declarations of Protective Covenants to Upper Little Warm Spring Creek Subdivision" was recorded by the Fremont County Clerk on January 9, 2019 which provided that: *[Each reference in the CC&Rs to "Warm Springs, Inc." is deleted and replaced with "Upper Little Warm Springs Association."]*.

7 A "Second Amendment to Declarations of Protective Covenants to Upper Little Warm Spring Creek Subdivision" was recorded by the Fremont County Clerk on January 9, 2019 which provided that: *[Each reference in the CC&Rs to "Warm Springs, Inc." is deleted and replaced with "Upper Little Warm Springs Association."]*.

BY-LAWS of the UPPER LITTLE WARM SPRINGS ASSOCIATION

214 The following By-Laws are adopted pursuant to the Articles of Incorporation (“Articles”) of Upper Little
215 Warm Springs Association, a nonprofit corporation organized under the Wyoming Nonprofit Corporation
216 Act (the “Association”), and the Reservations and Restrictive Covenants (the “Declaration”) for the Upper
217 Little Warm Spring Creek Subdivision, situated in Fremont County, Wyoming. Terms used but not defined
218 herein shall have the meaning set forth in the Declaration.

219 Article I: Offices

220 The principal office of the Association in the state of Wyoming shall be located in the city of Dubois,
221 County of Fremont. The Association shall maintain in the state of Wyoming a registered office, and a
222 registered agent whose office is identical with the registered office, as required by the Wyoming
223 Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal
224 office in the state of Wyoming and the address of the registered office may be changed from time to time
225 by the Board of Directors.

226 Article II: Board Of Directors

227 Section 1. General Powers.

228 The affairs of the Association shall be governed by its Board of Directors (sometimes referred to as the
229 “Board”). Directors need not be residents of the state of Wyoming, but must own at least one parcel,
230 consisting of a minimum of two acres, within the ULWS Creek subdivision. The business and general
231 affairs of the Association shall be conducted by the Board of Directors. Each member of the Board shall
232 have one vote. Authority to disburse funds on behalf of the Association shall be limited to the Officers,

233 but any major disbursement as defined by the Board shall require authorization by a majority of Board
234 members. All disbursements in excess of \$5000.00 shall require the signatures of any two Officers.

235 The Board of Directors shall have the power to invest monies of the Association in any investments
236 which the Board of Directors deems to be reasonably prudent and which investment has the
237 authorization of a majority of Board members.

238 **Section 2. Number, Tenure and Qualifications.**

239 The number of directors shall be five. Each director shall hold office for a period of two years until the
240 second subsequent annual meeting of directors and until his successor shall have been elected and
241 qualified. In order to have continuity of knowledge on the Board, during the first election year only, the
242 three elected members of the Board will have their tenure extended by one year. At the annual meeting
243 where three director terms are extended by one year, two additional directors will be elected for a term of
244 two years. The following year, the tenure of the three directors whose tenure was extended will expire.
245 Thereafter, terms are to be staggered such that three directors are elected in one election year and two
246 directors will be elected the year thereafter. There shall be no limit on the number of terms that any
247 member of the Board may serve. The Board of Directors may by resolution increase or decrease the
248 number of directors from time to time; provided, however, that at all times there shall not be less than
249 three directors.

250 **Section 3. Regular Meetings.**

251 A regular annual meeting of the Board of Directors shall be held on such day and month as the Board of
252 Directors shall determine for the purpose of electing officers, adoption of an annual budget,
253 determination of annual assessments and due dates therefor, and for the transaction of such other

254 business as may come before the meeting. The Board of Directors may provide by resolution the time and
255 place, either within or outside of the state of Wyoming, for the holding of additional regular meetings of
256 the Board without other notice than the resolution.

257 **Section 4. Special Meetings.**

258 Special meetings of the Board of Directors may be called by or at the request of the President or any two
259 directors. The persons authorized to call special meetings of the Board may fix any place, either within or
260 outside of the state of Wyoming, as the place for holding any special meeting of the Board called by
261 them.

262 **Section 5. Notice.**

263 Notice of an annual meeting shall be published at least 30 days in advance. Notice of any special meeting
264 of the Board of Directors shall be given at least three days prior to such meeting by written notice
265 delivered personally or sent by mail to each director at the director's address as shown by the records of
266 the Association, or electronic notice by email. If mailed, such notice shall be deemed to be delivered when
267 deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. Any director
268 may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of
269 notice of such meeting, except where a director attends a meeting for the express purpose of objecting to
270 the transaction of any business because the meeting is not lawfully called or convened. Neither the
271 business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be
272 specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these
273 bylaws.

274 **Section 6. Quorum.**

275 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any
276 meeting of the Board. If less than a majority of the directors are present at the meeting, a majority of the
277 directors present may adjourn the meeting from time to time without further notice.

278 **Section 7. Manner of Acting.**

279 The act of a majority of the directors present at a meeting at which a quorum is present shall be the act
280 of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

281 **Section 8. Vacancies.**

282 Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase
283 in the number of directors, or the death, resignation or other inability of a director to continue serving,
284 shall be filled by the remaining Board of Directors. A director elected to fill a vacancy shall be elected for
285 the unexpired term of the director's predecessor in office. At all times there shall be not less than three
286 directors.

287 **Section 9. Removal of Directors.**

288 Elected Directors may be removed, with or without cause, by a majority of vote of the Owners at any
289 special meeting of the Owners of which notice has been properly given as provided in these Bylaws;
290 provided the same notice of this special meeting has also been given to the entire Board of Directors,
291 including any individual Director whose removal is to be considered at this special meeting.

292 **Section 10. Compensation.**

293 Directors as shall not be entitled to compensation for serving on the Board.

294 **Section 11. Action by Directors Without a Meeting.**

295 Any action required by law to be taken at a meeting of directors, or any action which may be taken at a
296 meeting of directors, may be taken without a meeting if a consent in writing, setting out the action so
297 taken, shall be signed by all of the directors.

298 **Article III: Officers**

299 **Section 1. Officers.**

300 The officers of the Association shall be a president, a vice-president, a secretary, a treasurer, and such
301 other officers as may be elected in accordance with the provisions of this article. The Board of Directors
302 may elect or appoint the other officers, including one or more vice-presidents and assistant secretaries
303 and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the
304 duties prescribed by the Board of Directors. Any two or more offices may be held by the same person.

305 **Section 2. Election and Term of Office.**

306 The officers of the Associations shall be elected annually by the Board of Directors at the regular annual
307 meeting of the Board of Directors. If the election of officers shall not be held at such meeting, it shall be
308 held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the
309 Board of Directors. Each officer shall hold office until the officer's successor shall have been elected and
310 shall have qualified.

311 **Section 3. Vacancies.**

312 A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be
313 filled by the Board of Directors for the unexpired portion of the term.

314 **Section 4. President.**

315 The president shall be the principal executive officer of the Association and shall in general supervise and
316 control all of the business and affairs of the Association. He or she shall preside at all meetings of the
317 Board of Directors. He or she may sign, alone or with the secretary or any other proper officer of the
318 Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other
319 instruments which the Board of Directors has authorized to be executed, except in cases where the
320 signing and execution shall be expressly delegated by the Board of Directors or by these bylaws or by
321 statute to some other officer or agent of the Association; and in general he or she shall perform all duties
322 incident to the office of president and such other duties as may be prescribed by the Board of Directors.

323 **Section 5. Vice-President.**

324 In the absence of the president or in event of the president's inability or refusal to act, the vice-president
325 (or in the event there be more than one vice-president, the vice-presidents in the order of their election)
326 shall perform the duties of the president and when so acting, shall have all the powers of and be subject
327 to all the restrictions upon the president. Any vice-president shall perform such other duties as may be
328 assigned to the vice-president by the president or by the Board of Directors.

329 **Section 6. Treasurer.**

330 The treasurer shall have charge and custody of and be responsible for all funds and securities of the
331 Association; receive and give receipts for moneys due and payable to the Association from any source,
332 and deposit all such moneys in the name of the Association in such banks, trust companies or other
333 depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and in
334 general perform all the duties incident to the office of treasurer and such other duties as may be assigned
335 to the treasurer by the president or by the Board of Directors.

336 **Section 7. Secretary.**

337 The secretary shall keep the minutes of the meetings of the Board of Directors in books provided for that
338 purpose; see that all notices are given in accordance with the provisions of these bylaws or as required by
339 law; be custodian of the corporate records; keep a register of the post office address and email address of
340 each member which shall be furnished to the secretary by that member; and in general perform all duties
341 incident to the office of secretary and such other duties as may be assigned by the president or by the
342 Board of Directors.

343 **Section 8. Assistant Treasurers and Assistant Secretaries.**

344 The assistant treasurers and assistant secretaries, in general, shall perform the duties assigned to them by
345 the treasurer or the secretary or by the president or the Board of Directors.

346 **Article IV: Committees**

347 **Section 1. Committees of Directors.**

348 The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and
349 appoint one or more committees, each of which shall consist of one or more directors, which committees,
350 to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in
351 the management of the Association; provided, however, that no such committee shall have the authority
352 of the Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing
353 or removing any member of any such committee or any director or officer of the Association; amending
354 the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another
355 Association; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property
356 and assets of the Association; authorizing the voluntary dissolution of the Association or revoking
357 proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending,
358 altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not
359 be amended, altered or repealed by the committee. The appointment of any such committee and the
360 delegation of authority shall not operate to relieve the Board of Directors of any responsibility imposed
361 upon it by law.

362 **Section 2. Other Committees.**

363 Other committees not having and exercising the authority of the Board of Directors in the management
364 of the Association may be designated by a resolution adopted by the Board. Except as otherwise provided
365 in the resolution, the president of the Association shall appoint the members of such committees. Any
366 member may be removed by the persons authorized to appoint such member whenever in their judgment
367 the best interests of the Association shall be served by the removal.

368 **Section 3. Term of Office.**

369 Each member of a committee shall continue as a member until the next annual meeting of the directors
370 of the Association and until the member's successor is appointed, unless the committee shall be
371 terminated sooner, or unless the member be removed from the committee, or unless the member shall
372 cease to qualify as a member of the committee.

373 **Section 4. Chair.**

374 One member of each committee shall be appointed chair by the persons authorized to appoint the
375 members of the committee.

376 **Section 5. Vacancies.**

377 Vacancies in the membership of any committee may be filled by appointments made in the same manner
378 as provided in the case of the original appointments.

379 **Section 6. Quorum.**

380 Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority
381 of the whole committee shall constitute a quorum and the act of a majority of the members present at a
382 meeting at which a quorum is present shall be the act of the committee.

383 **Section 7. Rules.**

384 Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules
385 adopted by the Board of Directors.

386 **Article V: Membership And Voting Rights In The Association**

387 **Section 1. Membership.**

388 Each Owner shall be a Member of the Association. Membership shall be appurtenant to, and may not be
389 separated from, Ownership of any Lot which is subject to assessment and the Declaration.

390 **Section 2. Dues.**

391 Annual Association dues, if required, shall be established by the Board of Directors in an amount
392 sufficient to satisfy the anticipated expenses of the Association for administration, road maintenance,
393 bridge maintenance, legal fees, covenant enforcement, and other legitimate activities conducted on behalf
394 of the membership. Any member who fails to pay the annual Association dues within 30 days after the
395 due date shall be classified as delinquent, and shall be suspended from membership and be subject to
396 collection action.

397 **Section 3. Voting.**

398 Each Member shall be entitled to one vote for each Lot owned. If a Lot is owned by more than one
399 person, all such persons shall be Members; provided, however, that the single vote for each Lot shall be
400 exercised as the Owners of such Lot determine among them; in no event shall more than one vote be cast
401 with respect to any Lot, and no vote shall be registered unless any co-Owners unanimously consent
402 thereto. 1 If an Owner owns more than one Lot, such Owner shall be entitled to one vote for each Lot
403 owned.

404 **Section 4. Annual Meetings.**

405 The annual meeting of the Members for the election of directors and for general business shall be held
406 annually at such time and place as the Board of Directors shall determine. Notice of such annual meeting
407 shall be posted by the Secretary in the local newspaper and, if Members have made email addresses
408 available, notice shall be sent to the email address of the Members as shown by the records of the
409 Association at least thirty days prior to the time for the holding of such meeting.

410 **Section 5. Special Meetings.**

411 Special meetings of the Members may be called at any time by the President, or shall be called by the
412 President upon the written request of two of the directors, or shall be called by him upon the written
413 request of Members holding fifty percent (50%) of the votes entitled to be cast by Members, provided the
414 request specifies the object thereof. Notices of a special meeting specifying the object thereof shall be
415 mailed by the Secretary to the post office address or the email address of the Members as shown by the
416 records of the Association at least ten days prior to the time for the holding of such meeting. At such
417 special meetings no business shall be transacted other than that specified in the notice.

418 **Section 6. Quorum and Manner of Acting.**

419 A quorum shall consist of Members in person or by proxy holding ten percent of the votes entitled to be
420 cast. The act of a majority of the votes entitled to be cast at a meeting at which a quorum is present shall
421 be the act of the Members, unless the act of a greater number is required by law or by these bylaws.

422 **Section 7. Transfer.**

423 Except as otherwise expressly stated herein, any of the rights, interest and obligations of the Association
424 set forth herein or the Declaration or reserved herein or the Declaration may be transferred or assigned
425 to any other person or entity; provided, however, that no such transfer or assignment shall relieve the
426 Association of any of the obligations set forth herein or the Declaration. Any such transfer or assignment
427 shall not revoke or change any of the rights or obligations of any Owners as set forth herein or the
428 Declaration.

429 **Section 8. Suspension of Voting Rights.**

430 No Member shall have any voting rights while such Member shall be delinquent in the payment of any
431 assessment established by the Association pursuant hereto.

432 **Section 9. Declaration.**

433 To the extent permitted by law, violations of these By-Laws shall be in violation of the Declaration and
434 actions for compliance shall be enforceable in the same fashion as actions brought for compliance with
435 the Declaration. The Board of Directors of the Association shall provide copies of these By-Laws to each
436 Owner upon request.

437 **Section 10. Definition of Lot.**

438 The term “Lot,” for the purpose of this agreement, means a subdivided and platted section of real property
439 located within the Upper Little Warm Spring Creek Subdivision.

440 **Article VI: Contracts, Checks, Deposits And Funds**

441 **Section 1. Contracts.**

442 The Board of Directors may authorize any officer or officers, agent or agents of the Association, in
443 addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver
444 any instrument in the name of and on behalf of the Association, and such authority may be general or
445 confined to specific instances.

446 **Section 2. Checks, Drafts, etc.**

447 All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in
448 the name of the Association for an amount of \$5,000 or more, shall be signed by those officers or agents
449 of the Association and in a manner as shall be determined by resolution of the Board of Directors. In the
450 absence of this determination by the Board of Directors, the instruments shall be signed by the treasurer
451 or an assistant treasurer and countersigned by the president or a vice-president of the Association.

452 **Section 3. Deposits.**

453 All funds of the Association shall be deposited to the credit of the Association in the banks, trust
454 companies or other depositories as the Board of Directors may select.

455 **Section 4. Gifts.**

456 The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the
457 general purposes or for any special purpose of the Association.

458 **Article VII: Books And Records**

459 The Association shall keep correct and complete books and records of account and shall also keep
460 minutes of the proceedings of its Board of Directors and committees having any of the authority of the
461 Board of Directors, and shall keep at the registered or principal office a record giving the names and
462 addresses of the directors entitled to vote. All books and records of the Association may be inspected by
463 any director or Member, or such director’s or Member’s agent or attorney for any proper purpose at any
464 reasonable time.

465 **Article VIII: Fiscal Year**

466 The fiscal year of the Association shall begin on the first day of July and end on the last day of June of
467 the following calendar year.

468 **Article IX: Waiver Of Notice**

469 Whenever any notice is required to be given under the provisions of the Wyoming Nonprofit Corporation
470 Act or under the provisions of the articles of incorporation or the bylaws of the Association, a waiver in
471 writing signed by the persons entitled to the notice, whether before or after the time stated there, shall
472 be deemed equivalent to the giving of notice.

473 **Article X: Amendments To Bylaws**

474 The Board of Directors shall have the power to make, alter, amend or repeal these Bylaws, but any
475 Bylaws so made may be altered, amended or repealed by the affirmative vote of three-fourths of the
476 votes entitled to be cast by Members having voting rights at any annual or special meeting called for

477 such purpose. 1No amendment to these By-Laws shall be effective if the same is inconsistent with the
478 Declaration.

479 **Article XI: Assessments**

480 The Association shall have the power to levy assessments as set forth in the Declaration. The Board of
481 Directors shall annually establish a budget, including a reasonable working capital fund, setting forth the
482 estimate by the Board of Directors of the Association Expenses for the current year. The working capital
483 fund may be maintained by the Association in a segregated account. Determination of the due dates and
484 amounts of assessments shall be made on at least an annual basis at a regular meeting of the Association,
485 based upon such budget. Each Owner shall be responsible for and shall pay, for each Lot such Owner
486 owns, that portion of the annual assessment equal to the total annual budget divided by the number of
487 Lots subject to the Declaration.

488 The Board of Directors shall have the power to suspend the voting rights of an Owner during any period
489 in which such Owner is in default in payment of any assessment levied by the Association.

490 **Article XII: Indemnification Of Officers And Directors**

491 The Association shall indemnify every director or officer, his heirs, executors and administrators, against
492 all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any
493 action, suit or proceeding to which he may be made a party by reason of his being or having been a
494 director or officer of the Association, except as to matters as to which he shall be finally adjudged in such
495 action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a
496 settlement, indemnification shall be provided only in connection with such matters covered by the
497 settlement as to which the Association is advised by counsel that the person to be indemnified has not

498 been guilty of gross negligence or willful misconduct in the performance of his duty as such director or
499 officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to
500 which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or
501 suffered by the Association by reason or arising out of, or in connection with the foregoing
502 indemnification provisions shall be treated and handled by the Association as common expenses;
503 provided, however, that nothing in this Article XII contained shall be deemed to obligate the Association
504 with respect to any duties or obligations assumed or liabilities incurred by it under and by virtue of the
505 Declaration and the Articles of Incorporation and By-Laws of Upper Little Warm Springs Association.

506 **Article XIII: Default**

507 **Section 1.**

508 Failure to comply with the Declaration, these By-Laws, the Articles of Incorporation or duly adopted
509 rules and regulations of the Association shall constitute an event of default and shall be grounds for
510 relief, which may include, without intending to limit the same, an action to recover sums due for
511 damages and injunctive relief, or any combination thereof.

512 **Section 2.**

513 In any proceeding arising because of an alleged default by any Member or the Association, the prevailing
514 party thereof shall be entitled to recover the costs of the proceeding including without limitation
515 reasonable attorneys' fees.

516 **Article XIV: Declaration**

517 **Section 1.**

518 To the extent any provision contained herein is inconsistent with the Declaration, such provision shall be
519 deemed void and of no effect and the inconsistent provision of the Declaration shall prevail.

520 **Section 2.**

521 The terms and conditions of the Declaration with respect to the structure and functioning of this
522 Association are hereby incorporated by reference.

523 **CERTIFICATE OF SECRETARY**

524 The undersigned certifies:

- 525 1. That the undersigned is the duly elected and acting secretary of Upper Little Warm Springs
526 Association a Wyoming nonprofit corporation; and
- 527 2. That the foregoing bylaws constitute the bylaws of Upper Little Warm Springs Association as duly
528 adopted by a resolution of the directors dated effective as of _____, _____ 20____

529 IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of _____, 20____

530 Secretary

Resolution to Clarify the Meaning of Commercial or Business Use or Activity

1 Authority And Purpose For The Resolution

2 WHEREAS,

3 the recorded deed covenants for the Upper Little Warm Spring Subdivision include the provision: “no
4 commercial or business use of any of the lots or residential units shall be permitted, including, but not
5 limited to, outfitting and guiding hunters and fishermen, nor shall any commercial or business activity be
6 conducted within the legal subdivision” (hereinafter “commerce clause”); and

7 WHEREAS,

8 The Board of Directors has determined that there has been understandable confusion regarding the
9 meaning of the commerce clause and its actual application with regard to covenant enforcement; and

10 WHEREAS,

11 The Board of Directors recognizes that the original intent of the commerce clause was intended to
12 prevent land use which would result in clients or customers coming into the subdivision for the
13 commercial gain of the Owner; and

14 WHEREAS,

15 The Board of Directors desires to make its standard(s) for enforcement of the covenants known;

16 Now, Therefore, Let It Be Resolved:

17 1. *[section 1 has been stricken and is no longer valid]*

18 2. The Board will consider the following activities to be PROHIBITED and a VIOLATION OF THE
19 COVENANTS and will act to enforce the prohibition:

- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
1. Operation of an in-person retail sales business within the subdivision where customers come into the subdivision, exempting traditional weekend yard sales and garage sales
 2. Offering in-person professional services within the subdivision where clients come into the subdivision to obtain services.
 3. Any form of guest lodging operation in return for compensation or other forms of short-term rental where the term is fewer than 31 days.
 4. Any business or commercial activity which results in customers or clients coming into the subdivision for the purpose of conducting business transactions within the subdivision

Adopted by Consensus of Board on 9/2/2021

Resolution Regarding the Agenda for Meetings of the Board of Directors

Authority And Purpose For The Resolution

WHEREAS,

the Upper Little Warm Spring Association (“ULWSA”) is a Wyoming Non-Profit Corporation duly organized and existing under the laws of the State of Wyoming; and

WHEREAS,

the ULWSA Bylaws Article II, Section 3 provides for the Regular Meetings of the Board of Directors (“the Board”) of the ULWSA; and

WHEREAS,

the Board recognizes its responsibility to fairly and equitably govern the ULWSA on behalf of all Owner/Members of the ULWSA; and

WHEREAS,

the Board seeks to assure accessibility and openness with the Owner/Members of the ULWSA; and

WHEREAS,

the Board recognizes the value in a consistent and orderly agenda for regular meetings of the Board.

Now, Therefore, Let It Be Resolved:

The following process will be used for the creation of and the distribution of the agendas for board of directors meetings and owners meetings:

1. Directors seeking to add new Resolutions for Consideration to the agenda of the next regular meeting of the Board shall notify the President and Secretary at least three (3) calendar days prior

to a scheduled regular meeting of the Board, and should include details, supporting materials and/or exhibits sufficient to clarify the intended agenda item.

2. Directors are encouraged to circulate their agenda items to and between other members of the Board prior to formal submission for agenda inclusion so as to engage in discussion and refinement of items prior to distribution.
3. The Secretary shall, with approval of the President, release the agenda and relevant supporting materials to the Owners two (2) calendar days prior to every regular meeting of the Board.
4. If a matter merits handling as an emergency and requiring of a Special Meeting of the Board, as defined in the ULWSA Bylaws, Article II, Section 4, the President must document why the action was considered an emergency sufficient to justify the Special Meeting and include the explanation in the minutes.
5. If an owner seeks to place an item on the agenda without being sponsored by a Director, it must be co-sponsored by at least six unique Owners (one representative per lot(s) with common ownership).
6. Owners have the right to be present at any and all regular meetings of the Board, except upon a successful Point of Order motion/ruling to eject an owner for disruptive behavior.

The Agenda for all regular meetings of the Board shall follow this outline:

1. Call to Order
2. Certification of a Quorum
3. Welcome and Opening Comments by the Presiding Officer
4. Review/Revision and Approval of the Minutes of the previous meeting
- 5: [~~Owner Presentations~~]⁸

⁸ Moved to after reports are given by the Board on February 10, 2022

1. Any Owner (no more than one representative per lot(s) with common ownership) who is present may speak for up to three (3) minutes on any topic relevant to their membership in the ULWSA.
 2. The Owner recognized to speak will be allowed to speak without interruption, until their time expires.
 3. The Owner may supply up to three written bullet points of their topics, concerns or questions to the Secretary following their speaking time and those points shall be included by referenced attachment into the Minutes as member feedback.
6. Officer Reports
1. President's Report
 1. The President shall report the Board as to the highlights of his or her relevant activities since the previous meeting.
 2. Treasurer's Report
 1. General Ledger
 2. Balance Sheet
 3. Investment Performance
 3. Other Officer Reports
7. Director Committee Reports
8. Standing Committee Reports
9. Special Committee Reports
- 10.Owner Presentations**
- 11.Old Business
- 12.New Business
- 13.Prescheduled Presentations

14. Set Next Meeting Date, Time and Location

15. Owner Q&A Relating to Meeting⁹

16. Adjourn to Executive Committee (if needed)

17. Adjournment

Adopted by Consensus of Board on 9/2/2021

⁹ Added to Agenda by Board during January 20, 2022 Board meeting.

Resolution for the Chartering of Committees

1 Authority And Purpose For The Resolution

2 WHEREAS,

3 the Bylaws of the Association (Article IV, Section 2) authorize the Board of Directors to establish “Other
4 Committees” by a Resolution of the Board of Directors; and

5 WHEREAS,

6 the Board seeks the active engagement of the community and seeks to provide opportunities for owners
7 to contribute to the community, should they desire to do so; and

8 WHEREAS,

9 the Board sees the active engagement of as many owners as possible—and the resulting efforts and ideas—
10 as promoting quality of life, peace, and enjoyment of those who reside in the ULWSCS.

Now, Therefore, Let It Be Resolved:

11 1. The Board of Directors hereby rescinds all previous Resolutions regarding committees formed
12 under Article IV, Section 2 and Article IV, Section 3 of the Bylaws

13 2. The Board of Directors hereby charters the following committees as standing committees:

14 1. Architectural Standards Committee

15 1. to aid the in research, review and recommendations for standards or revisions to
16 standards to be used by the Architectural Control Committee

17 2. recommendations shall only be effective when adopted by the Board

18 2. Communications Committee

19 1. to produce newsletters in the common interest of the owners

- 20 2. to generally assist with general communications between the Board, committees
21 and members
- 22 3. subject only to “fact-checking” and “legal compliance” oversight
- 23 3. Covenants Committee
- 24 1. to seek out owner opinions regarding which covenants should be revised, if any
- 25 2. to work with the owners to seek a consensus, if possible, and report findings to the
26 Board
- 27 3. to make recommendations to the Board regarding standards for covenant
28 enforcement, effective only upon approval by the Board
- 29 4. Financial Advisory Committee
- 30 1. to work with Treasurer to formulate financial recommendations to the Board, for its
31 consideration.
- 32 5. Roads Committee
- 33 1. to research, develop possible maintenance plans, and make recommendations
34 regarding road maintenance for consideration by the Board
- 35 6. Social Committee
- 36 1. To encourage community activities, plan and coordinate social events and other
37 events in the common interest of the community
- 38 3. Each standing committee should report on its activities at all regular meetings of the Board, either
39 in person or via written report.
- 40 4. Each standing committee will choose its own leadership and develop its own Charter, subject to
41 approval of the Board. If adopted, the Charter shall override the descriptions provided within this
42 Resolution.

43 5. Non-owners may serve on committees, upon nomination by the President and confirmation by the
44 Board.

45 ***Adopted by Consensus of Board on 9/2/2021***

Resolution Regarding Rules of Order for Meetings of the Board of Directors

1 Authority And Purpose For The Resolution

2 WHEREAS,

3 the Upper Little Warm Spring Association (“ULWSA”) is a Wyoming Non-Profit Corporation duly
4 organized and existing under the laws of the State of Wyoming; and

5 WHEREAS,

6 the ULWSA Bylaws Article II, Section 3 provides for the Regular Meetings of the Board of Directors (“the
7 Board”) of the ULWSA; and

8 WHEREAS,

9 the Board recognizes it is important that a consistent standard is set for running the business meetings
10 and affairs of the ULWSA to facilitate orderly and effective meetings; and

11 WHEREAS,

12 the Board recognizes the value in a consistent and orderly conductance of the regular meetings of the
13 Board.

14 Now, Therefore, Let It Be Resolved:

15 All regular meetings of the Board shall be conducted using the following specific rules of order in
16 addition to those commonly accepted.

- 17 1. Each agenda will state that action may be taken on any item and each item will be specific
18 enough to allow owners to know what action may be taken at any meeting.

- 19 2. All motions must be seconded before any discussion shall be held on any item, though requests
20 for clarification of the meaning, intent or scope of the motion may be posed prior to obtaining a
21 second. If the second is not received, the item will be noted in the Minutes as a failed motion.
- 22 3. Any discussion will follow the second, but is limited to a single director speaking at a time.
- 23 4. A simple majority of the members of the Board present is required to pass any motion.
- 24 5. If the original motion is subject to a motion to amend, the original person making the motion
25 must approve of the amendment before a second is received and further discussion proceeds.
- 26 6. All motions and seconds made during a Board or Members meeting shall be recorded in the
27 minutes, naming each Director accordingly.
- 28 7. The Presiding Officer shall not originate motions, nor provide a second to a motion, but may
29 engage in discussion and vote on motions.
- 30 8. Abstentions shall be counted as absences during votes. Any Director who is present and abstains
31 shall be required to provide a reasonable justification for abstaining and that reason shall be
32 recorded into the Minutes, along with the voting results.
- 33 9. Point of Order rulings by the Presiding Officer shall be set aside and subject to discussion and a
34 majority vote of the Directors upon the request of any two Directors present.

35 ***Adopted by Consensus of Board on 9/2/2021***

Resolution to Adopt and Implement CRM System for Records Management

1 Authority And Purpose For The Resolution

2 WHEREAS,

3 the Bylaws of the Association (Article VII) require the Board to “...keep correct and complete books and
4 records of account and shall also keep minutes of the proceedings of its Board of Directors and
5 committees having any of the authority of the Board of Directors”; and

6 WHEREAS,

7 the Bylaws of the Association (Article VII) requires that “...all books and records of the Association may
8 be inspected by any director or Member, or such director’s or Member’s agent or attorney for any proper
9 purpose at any reasonable time”; and

10 WHEREAS,

11 The Board of Directors has determined that secured, Internet-based CRM system with access for all
12 Owners would aid in the compliance with the requirements of Article VII of the Bylaws; and,

13 WHEREAS,

14 The Board of Directors desires to foster a sense of community and transparency while facilitating
15 communication among the Owners and the Board;

16 Now, Therefore, Let It Be Resolved:

- 17 1. The Board of Directors approves the implementation of CiviCRM software to replace other
18 methods of records management and online communication, except when this conflicts with
19 Board Resolutions, the Bylaws or applicable law.

- 20 2. The Board empowers the President to act independently in the following ways until such time as
21 the Board sees fit to transfer these authorities to other parties by Resolution at a regular meeting
22 of the Board:
- 23 1. seek out and secure no-cost hosting for the CiviCRM software
 - 24 2. install and implement the CiviCRM software and relevant add-on modules
 - 25 3. oversee and maintain the CiviCRM software
 - 26 4. facilitate free training in the use of the CiviCRM software for Board members, Committees
27 and Owners
- 28 3. The Board requires that at least four levels of access be established in the CiviCRM system, to
29 include:
- 30 1. Public Access - access to information regarded as public and which does not require a
31 login, such as public availability of Covenants and Association contact information.
 - 32 2. Owner Access - every lot in the Association will have a Master Record to which individual
33 user profiles can be attached, such as when joint owners both want their own access
34 account.
 - 35 3. Committee Access - additional access as required for Committees to work (assigned only
36 while serving on a Committee)
 - 37 4. Board Access - additional access to complete “Organizational Administration” to all records
38 (assigned only while serving on the Board)
- 39 4. The Board authorizes NO financial expenditures by the ULWSA for the implementation and
40 maintenance of the CiviCRM system. All services and labor are expected to be provided on a
41 donation/volunteer basis and the work result shall be either be the joint property of the author
42 and the ULWSA or, where joint ownership is impossible or denied by an author, shall include a
43 lifetime license for use, without royalty or payments.

- 44 5. The Board requires that sufficient and reasonable security be in place to protect information from
45 unintentional disclosure, in accordance with the ULWSA Bylaws, Board Resolutions, and
46 applicable law.
- 47 6. CONFLICTS OF INTEREST:
- 48 1. The Board acknowledges that its President (Eriks Goodwin) and/or others who volunteer to
49 assist in the implementation and maintenance of this Resolution may have business
50 affiliation and/or financial involvement in the companies or services related to this
51 Resolution and hereby waives any potential Conflict of Interest, since:
- 52 1. the services described in this Resolution will not require any expenditure by the
53 ULWSA; and
- 54 2. this Resolution is in the common interest of all Owners.
- 55 2. The President will advise the Board on an ongoing basis as to the identity and nature of
56 any business affiliation or financial interests of those involved in the implementation of
57 this Resolution or the ongoing maintenance of the CiviCRM system. The President shall
58 act to address, alleviate or eliminate any conflict deemed non-waivable by the Board
59 within seven (7) days of a Resolution by the Board to do so.

Adopted by Consensus of Board on 9/2/2021