

ADOPTION OF AMENDMENTS AND RESOLUTIONS OF THE
MESA HOMEOWNERS' ASSOCIATION

WHEREAS, on the 13th day of April, 2015, a vote was called by the Board Members for the Mesa Homeowners Association for the purpose of adopting the attached Amendment and Resolutions by two-thirds (2/3) of the members of the Association as set forth herein.

BE IT RESOLVED BY THE MEMBERS OF THE MESA HOMEOWNERS' ASSOCIATION, that the attached amendment and resolutions be adopted and be filed and recorded to each and every lot of the Mesa, an Addition to the City of Green River, Wyoming located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, dated March 25, 1981, which was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming on November 4, 1981, in book 725 of Photographic Records at Pages 1431 through 1471.

WHEREAS, a map of the Mesa Addition and lots is attached.

AMENDMENT AND RESOLUTION ACTION RECORD

The attached Amendment and Resolutions were duly adopted by the members of the Mesa Association at a vote taken by the Board of Directors on the 13th day of April, 2015.

Amendment and Resolutions Effective Date: April 14, 2015.

Joyce Wade
Secretary

Ed Phillips
Treasurer

Attest:

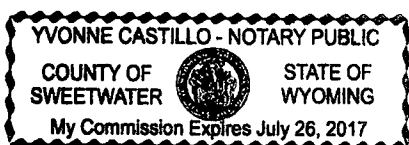
Zandra N. Hamilton
President

4.22.15
Date

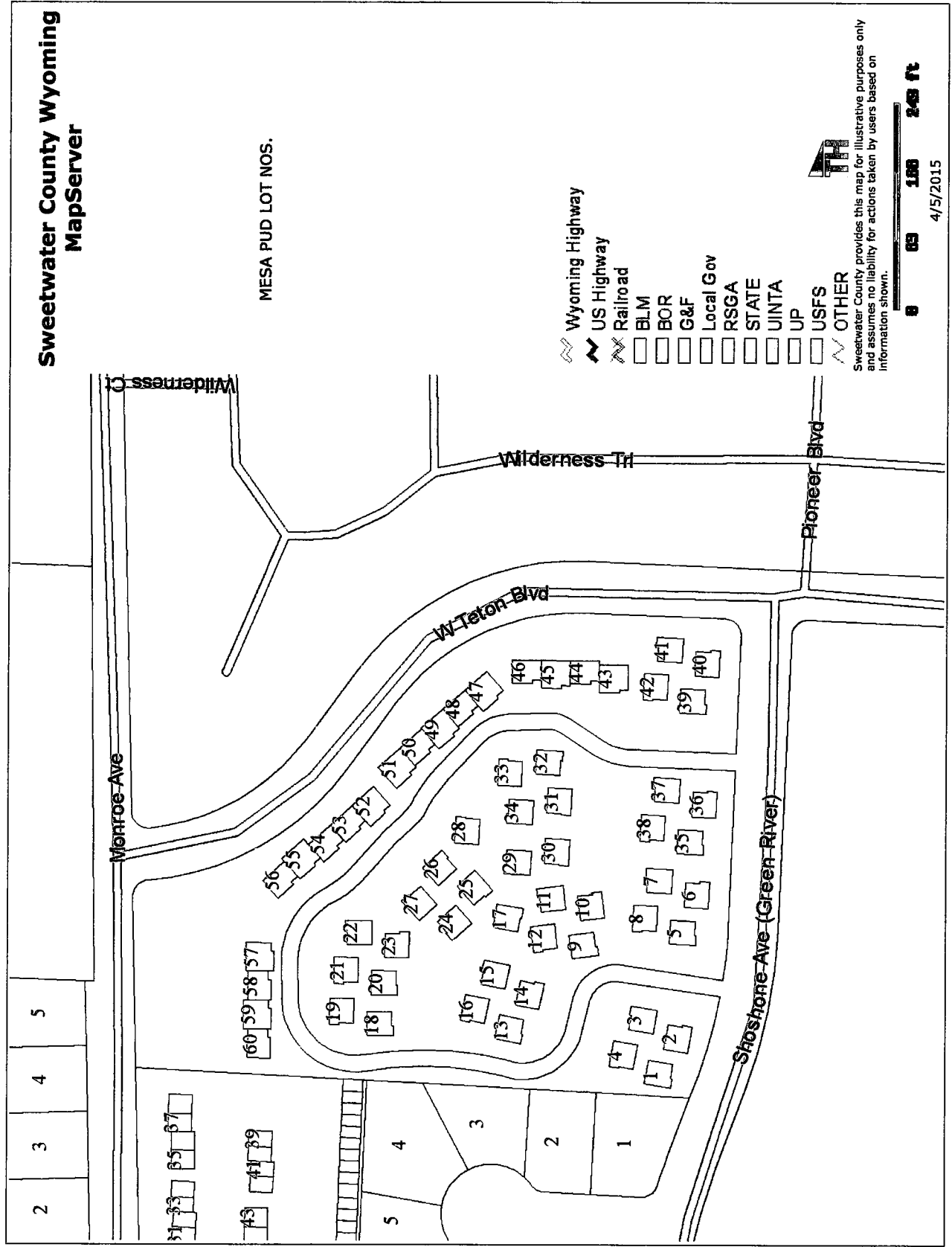
NOTARY ACKNOWLEDGEMENT

State of Wyoming
Sweetwater County

On this 22nd day of April, 2015, Zandra N. Hamilton personally appeared before me, who is personally known to me to be a signer of this document and she acknowledged that she signed it.



Yvonne Castillo
Notary
My Commission Expires: July 26, 2017



**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MESA, AN ADDITION TO THE CITY OF GREEN RIVER,
WYOMING, LOCATED IN THE NW/4SW/4 OF SECTION 26, TOWNSHIP 18 NORTH,
RANGE 107 WEST OF THE 6TH P.M., SWEETWATER COUNTY, WYOMING**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13th day of April, 2015, pursuant to section 15.2 Amendment and Modification of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming ("The Covenants")**.

A. Section I of the Covenants is amended to add the following:

1.21 Declaration of Covenants The Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming ("The Covenants") as amended is the defining document for the Mesa and govern its operation as described below. The Covenants take precedence over all other policies, procedures and rules of the Mesa and cannot be suspended or changed without prior notice to the Voting Members and only pursuant to section 15.2 of the Covenants.

1.22 Policies Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

1.23 Procedures Procedures are the lowest level of documentation of Mesa operations. They are generally established to provide continuity in the conduct of Mesa business. The Procedures may be suspended or amended by a simple majority vote of the Board.

B. Section III of The Covenants is amended to change the title of Section III, which shall read as follows:

Membership and Voting Rights in the Association and Board Members for the Mesa

C. Section III of The Covenants is amended to add the following:

3.6 Membership and Officers of the Board The Board shall be composed of five (5) officers that have been duly elected by the Voting Members to serve on the Board of Directors of the Association. The elected positions shall be "President," "Vice-President," "Secretary," "Treasurer." The fifth position, titled "Voting Members' Representative" shall be appointed by the elected Board Members. No individual shall hold more than one office. An Officer must be a Member of the Mesa Homeowners Association.

3.7 Members Powers and Duties The officers of the board shall exercise and perform the respective powers, duties and functions as are stated below and as may be assigned to them by the Board. More specifically, the powers and duties of each officer are described as follows:

3.7.1 President The President shall preside at all meetings of the Board. The President shall, subject to the general direction and control of the Board, have the general supervision, direction and control over the business and affairs of the Commission. The President or Vice President may sign, with the Secretary or any assistant Secretary to attest any official documents and instruments on behalf of the Board. The President shall also perform all duties incident to the office of presiding officer of the Board and such other duties as may be assigned by the Board from time to time. The President may also be a joint-signatory on any checking, savings, money-market or any other financial account maintained by or on behalf of the Board or the Mesa. The President shall only cast a vote in his or her official capacity in the event of a tie between the other voting members of the board.

3.7.2 Vice-President The Vice-President shall assist the President and shall perform such duties as may be assigned to them by the President or by the Board. In the absence of the President the Vice-President shall have the powers and perform the duties of the President. The Vice-President shall vote on all matters present. The Vice-President may be a joint-signatory on any checking, savings, money-market or any other financial account maintained by or on behalf of the Board of the Mesa.

3.7.3 Secretary The Secretary shall remind Board members of meetings by mail, email or telephone. The Secretary shall type the agenda for and record the minutes of all board meetings. The Secretary shall keep a record of all minutes of each board meeting. The Secretary shall vote on all matters present.

3.7.4 Treasurer The Treasurer shall maintain the transaction of monies of the Board and of the Mesa. All payments from any account maintained by the Board or the Mesa shall be presented by the treasurer at the monthly meeting for approval by the Board. The Treasurer, along with all Board members, shall work together to provide an annual budget for the Mesa. A monthly statement will be provided at Board meetings. Bills and receipts must be included with request for payment or reimbursement. Payments not needing vote of the board include: post office box rental fee, storage facilities, utility payments and any contract payment preapproved by the board. The annual budget and expenditures statement will be prepared for the January meeting. The Treasurer shall provide a monthly bank statement for every account owned or held on behalf of the Mesa or the Board. The monthly bank statement shall be included with the minutes of each board meeting. The Treasurer shall prepare a monthly treasurer's report to be included with the minutes of each board meeting and approved by the Board. The Treasurer shall vote on all matters present. The Treasurer may be a joint-signatory on any checking, savings, money-market or any other financial account maintained by or on behalf of the Board or the Mesa. Additionally, the Treasurer shall be responsible for maintaining a current copy of all accounts, signature cards and location of all funds of the Mesa.

3.7.5 Voting Members Representative The Voting Members Representative ("VMR") must be a member of the Mesa Homeowners Association the same as all other

Officers. The VMR's purpose is to bring to the Board any issues or matters of importance related to any member of the Mesa Homeowners Association. The VMR shall draft a monthly newsletter to report actions of the Board and other items of importance for the members of the Mesa Homeowners Association. The VMR shall vote on all matters present and should represent what they believe is in the best interest of all members of the Mesa Homeowners Association.

3.8 Selection and Term of Office The Officers shall be selected by majority vote of the Members of the Mesa Homeowners Association, presuming a quorum is present. The Officers shall serve a term of office of two (2) years. The term of office shall begin at the first annual meeting of the Board following the election of the officers. The election of the Officers shall be held at the January meeting of the Board. Elections shall be staggered with the Vice-President and Secretary being elected in odd numbered years beginning in 2013. The President and Treasurer shall be elected in even numbered years beginning in 2014. In the event an Officer position is open, vacated or if an Officer resigns or is no longer able to serve in his or her official capacity then a special election shall be held at the next meeting of the board to elect an officer to the board. The term of the elected member shall coincide with the original term of the officer vacating said position. (i.e. if a President is elected in 2012 and vacates the position in 2013, the newly elected president shall serve until the next normally scheduled election, held in January of 2014.

3.9 Conflicts of Interest Any officer who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his/her seat and refrain from discussion and voting on said item.

3.10 Removal of Officers Officers may only be removed for cause and upon a $\frac{3}{4}$ vote of the other Officers.

D. Section 4.2 of The Covenants is amended to add 4.2(l) which shall read as follows:

(l) The Board shall not use any assessment levied by the association to help in the new construction of any homes, lawns, lots or any other new construction without the prior written approval of ninety per cent (90%) of the current owners and members of the Mesa Homeowners Association.

E. Section 4.12 of The Covenants, as previously amended is amended to read as follows:

4.12 Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid within sixty (60) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Sections 6.4, 7.3, 9.1 or 9.2, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum from the

due date on any amount thereof which was not paid within such sixty (60) day period or on the amount of the default assessment, which shall be applicable. The Association shall, provide notice of the total amount due along with the applicable accruing interest rate. If the total amount due, along with interest is not paid within sixty (60) days of the Association providing notice then the Association shall file and perfect its lien as described in 4.11 above, if such assessments remain unpaid, thereafter the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed, if it desires to foreclose its lien against the specific Lot in the manner and form provided by Wyoming for foreclosure of mechanics' liens in and through the courts. In the event that any such assessment is not paid in full when due and the Association shall commence such an action (or shall counterclaim or cross-claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the specific Lot, then the Associations costs, expenses and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expense, and reasonable attorneys' fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the Foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any lot at foreclosure or other legal sale and to acquire and hold, Lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

F. Section 8.4 of The Covenants is amended to read as follows:

8.4 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that one dog, one cat, or one other household pet may be kept on any lot, without requesting permission of the Mesa; provided, that they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced Side or Back Yard easement areas appurtenant to the Lot; and if taken outside of such easement, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement. As of the date these Amendments are accepted and approved there are several Voting Members who currently have more than one pet. They will not be forced to give up, sell or abandon any pets. The Voting Members who currently have more than one pet shall be allowed to keep said pets, provided however, that upon the death or loss of any pet it shall not be replaced without prior board approval. If a Voting Member wishes to have more than one pet they shall request permission from the board at the regularly scheduled monthly meeting. The board shall approve all reasonable requests. If the board denies a request the owner shall receive a written statement for the reasons of denial. Violation of any part of this

paragraph by a Voting Member with a current pet shall be deemed a reasonable reason for denial of allowing any additional pets.

G. Section VI of The Covenants is amended to add the following:

6.7 Building By Private Entities, Corporations and Individuals: Pursuant to section 6.1 through 6.6 procedures have been set forth requiring the preapproval of the Boar before any building on any lot can commence. Paragraphs 6.1 through 6.6 also apply to all new construction to be commenced on any lot or common area in the Mesa Subdivision. Failure of any entity, corporation or individual to receive the pre-approval of the Boar prior to commencing construction shall be grounds for denial of all maintenance costs in the future.

No private entity, corporation or individual may build on the common grounds of the Mesa Subdivision without prior board approval. Prior to building the entity, corporation or individual shall submit all documents pursuant to Section VI of The Covenants along with any proposals or cost sharing. The Mesa assumes no costs, no liability and no expenses without prior written approval. In the event that a private entity, corporation or individual builds on the common grounds of the Mesa without prior approval and that individual is a lot owner in the Mesa subdivision the Mesa will assess a fine of \$150.00 per day, per lot, for each day that approval has not been obtained, after construction has commenced. This fine shall be treated as an assessment and may be collected as set forth in The Covenants. Fines shall be in addition to all other remedies available to the Mesa pursuant to the terms of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa and Wyoming law, including the Mesa's right to collect attorney fees incurred in connection to the violation from the lot owner, whether or not judicial action has been commenced.

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING PROCEDURES FOR
ADOPTION OF POLICIES, PROCEDURES, RULES, REGULATIONS, OR GUIDELINES**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies" regarding the operation of the Association.

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association.

RESOLUTION: The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

1. **Scope.** The Board Members of Mesa may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. The Board shall follow the following procedures when adopting any Policy.
2. **Drafting Procedure.** The Board shall consider the following in drafting the Policy: (a) Whether the governing documents or Wyoming law grants the Board the authority to adopt such a Policy; (b) The need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; (c) The immediate and long-term impact and implications of the Policy.
3. **Adoption Procedure.** Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board. A copy of the Policy shall be posted at the mailboxes of the Mesa along with a notice of meeting for adoption of the Policy for at least one (1) week before the meeting where the Policy will be adopted.
4. **Policy Book.** The Board of Mesa shall keep copies of any and all adopted Policies in a book designated as a Policy Book.
5. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in The Covenants shall have the same meaning herein.
6. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of The Covenants and the law of the State of Wyoming governing Mesa.
7. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. **Amendment.** This Procedure may be amended from time to time by the Board of Mesa.


RECORDED 4/23/2015 AT 3:38 PM REC # 1641484 BK# 1209 PG# 4016
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 8 of 35 DW

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING ADOPTING PROCEDURES FOR THE
CONDUCT OF MEETINGS**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a policy and procedures regarding Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

1. **Owner Meetings.** Meeting of the Owners of the Association shall be called pursuant to the Covenants of the Association.

(a) **Notice.**

1. In addition to any notice required by The Covenants, notice of any meeting of the Owners shall be conspicuously posted at the mailboxes of the Mesa, prior to each such meeting, or as may otherwise be required by Wyoming law.

2. The Association shall also post notice of all meetings on its website if a website is developed. Such notice shall be posted prior to each such meeting, or as may otherwise be required by Wyoming law.

3. The Association shall also include notice of all such meetings in its monthly newsletter if one is sent out. Such notice shall be included prior to each such meeting, or as may otherwise be required by Wyoming law.

(b) **Conduct.**

1. All meetings shall be governed by the following rules of conduct and order:

(A) The president of the Association or designee shall chair all Owner meetings.

(B) All Owners and persons who attend a meeting of the Owners shall sign in, present any proxies and receive ballots as appropriate.

(C) Any Owner desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.

(D) Anyone wishing to speak must first be recognized by the Chair.

(E) Only one person may speak at a time.

(F) Each person who speaks shall first state his or her name and address.

(G) Any person who is represented at the meeting by another person, as indicated by a written instrument, shall be permitted to have such person speak for him/her.

(H) Those addressing the meeting shall be permitted to speak without interruption from anyone provided that these rules are followed.

(I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.

(J) Each person shall be given up to a maximum of one minute to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.

(K) All actions and/or decisions will require a first and second motion.

(L) Once a vote has been taken, there will be no further discussion regarding the topic.

(M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the Association.

(N) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.

(O) The Chair may establish such additional rules of order as may be necessary from time to time.

(c) **Voting.** All votes taken at Owner meetings shall be taken as follows:

(1) Election of Board Members shall be conducted as follows:

(A) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to The Covenants shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

(B) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Mesa including acclamation, by hand, by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(2) All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot, unless otherwise required by law.

(3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or

appointed at an open meeting in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting. In the event there are no individuals interested in counting the ballots the Board may count the ballots at an open meeting of the Owners.

(4) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by an Owner provided the following guidelines are followed:

(1) All proxies shall be reviewed by the Association's Secretary or designee as to the following:

(A) Validity of the signature

(B) Signatory's authority to sign for the unit Owner

(C) Authority of the unit Owner to vote

(D) Conflicting proxies

(E) Expiration of the proxy

(F) Proxy was submitted on a form provided by the Board

2. **Board Meetings.** Meetings of the Board of Mesa shall be called pursuant to The Covenants.

(a) **Conduct.**

(1) All meetings shall be governed by the following rules of conduct and order:

(A) The president of the Association or designee shall chair all Board meetings.

(B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address.

(C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board at the beginning of the meeting. Any Owner wishing to speak shall indicate so at the time of sign in.

(D) Anyone desiring to speak shall first be recognized by the Chair.

(E) Only one person may speak at a time.

(F) Each person who speak shall first state his or her name and Unit address.

(G) Any person who is represented at the meeting by another person, as indicated by a written instrument, shall be permitted to have such person speak for him/her.

(H) Those addressing the Board shall be permitted to speak without interruption from anyone provided that these rules are followed.

(I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.

(J) Each person shall be given up to a maximum of one minute to speak or ask questions, although questions may not be answered until a later date. Each person may only speak once at the beginning of the meeting and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair but shall be uniform for all persons addressing the meeting.

(K) No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association. The Board will not keep any audio or video recordings after the minutes have been approved at the next meeting.

(L) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the members of the Board, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

(1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

(2) Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

3. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in The Covenants shall have the same meaning herein.

4. **Supplement to Law.** The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.

5. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

6. **Amendment.** This Procedure may be amended from time to time by the Board of Mesa.


RECORDED 4/23/2015 AT 3:39 PM REC # 1841484 BK# 1209 PG# 4020
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 12 of 35

DW

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING ADOPTING POLICY
AND PROCEDURE FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner choose to inspect or copy Association records

RESOLUTION: The Association hereby adopts the following policy and procedure:

1. The Association shall permanently retain the following records as required by Wyoming law and The Covenants and Policies of the Mesa:

- Minutes of all Board and Owner meetings
- All actions taken by the Board or unit Owners by written ballot in lieu of a meeting
- All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Mesa
- All waivers of the notice requirements for unit Owner meetings, Board member meetings, or committee meetings

2. Inspection/Copying Mesa Records. An Owner is entitled to inspect and copy any of the books and records of the Mesa, subject to the exclusions, conditions and requirements set forth below:

- (a) The inspection and/or copying of the records of the Mesa shall be at the Owner's expense and shall be collected by the Mesa in advance.
- (b) The inspection and/or copying of the Mesa records shall be conducted by appointment only during business hours of 9:00 a.m. to 4:00 p.m. at the office of the Mesa or its Agent or during the next regularly scheduled Owner or Board meeting occurring within thirty (30) days of the Owner's request, at the discretion of the Board
- (c) The Owner shall provide a written demand to the Mesa's Board, stating the purpose for which the inspection and/or copying is sought, at least five (5) business days before the date on which the Owner wishes to inspect and/or copy such records; and
- (d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Mesa record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Mesa.

(e) The Mesa shall make the requested records available within ten (10) days of the Owner's request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty (30) days of the Owner's request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five (5) business days of the Owner's request

3. Proper Purpose/Limitation. Mesa records, including membership lists, shall not be used by an Owner for:

- (a) Any purpose unrelated to an Owner's interest as an Owner;
- (b) The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- (c) Any commercial purpose;
- (d) For the purpose of giving, selling, or distributing such records to any person; or
- (e) Any improper purpose as determined in the sole discretion of the Board.

4. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
- (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
- (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.

5. Fees/Costs. Any Owner requesting copies of Mesa records shall be responsible for all actual costs incurred by the Mesa, including the cost to search, retrieve, and copy the record(s) requested. The Mesa may require a deposit in an amount equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit, it is determined that the actual cost was more than the deposit, the Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. Inspection. The Mesa reserves the right to have a third person present to observe during any inspection of records by an Owner or the Owner's representative.

7. Original. No Owner shall remove any original book or record of the Mesa from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or records of the Mesa.

8. Creation of Records. Nothing contained in the Policy shall be construed to nor require the Mesa to create records that do not exist or compile records in a particular format or order.

9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

DW
RECORDED 4/23/2015 AT 3:39 PM REC # 1641484 BK# 1209 PG# 4023
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 15 of 35

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF MESA HOME OWNERS
ASSOCIATION**

I have requested to inspect and/or obtain copies of the following records for Mesa Home Owners Association (be as specific as possible) _____

The records shall be used for the following purpose(s) only: _____

I understand that under the terms of this Agreement, The Covenants and other governing documents of Mesa Home Owners Association and Wyoming Law that the records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Mesa records may not be:

- (A) Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Mesa;
- (B) Used for any commercial purpose;
- (C) Sold to, otherwise distributed to, or purchased by any person;
- (D) Any other purpose prohibited by law; or
- (E) Any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Mesa, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available through its governing documents and Wyoming law.

Understood and agreed to by:

Homeowner

Date: _____

Homeowner

Date: _____

Address


RECORDED 4/23/2015 AT 3:39 PM REC # 1841484 BK# 1209 PG# 4024
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 16 of 35

DW

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING ADOPTING POLICY AND
PROCEDURE FOR FINES AND PENALTY ENFORCEMENT**

AUTHORITY: Pursuant to Section A 1.22 of the Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended) ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Hearing procedures and fine structure for violations of The Covenants or the Policies and Procedures or Rules and Regulations of the Mesa.

PURPOSE: To provide notice of the Mesa's adoption of a Resolution setting forth the hearing procedures and fines to be imposed for violations of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa.

RESOLUTION: The Mesa hereby gives notice of its adoption of a Resolution setting forth the notice and hearing procedure to be followed and the fines to be imposed for violations of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa. This Resolution shall supersede all previous resolutions or policies with respect to fines and hearings procedures. The Resolution is as follows:

1. Complaint. Any Owner within the community may send a written complaint of a covenant, rule violation or policy, with as much information as is known, to the Mesa. Complaints may also be initiated by any member of the Board.
2. Notice of Alleged Violation and Hearing. Notice of Alleged Violation and Hearing of any provisions of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa, shall be provided in writing to the applicable Owner and/or related user as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents.
3. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within fourteen (14) days of the date of the Notice of Alleged Violation and Hearing. The request for hearing shall describe the grounds and basis for challenging the alleged violation of the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the fourteen (14) day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within thirty (30) days of the expiration of the fourteen (14) day period. The Association's managing agent shall give written notice of said fine to the applicable Owner.
4. Board of Mesa or Committee to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to this Resolution. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board may also appoint a committee to conduct the hearing, determine whether a violation exists and impose fines. In the event the Board appoints a committee to conduct such activities, the

Owner shall have the right to appeal the committee's decision to the Board by giving written notice of such appeal to the Board and the committee within thirty (30) days of the date of written notification of the committee's decision. In the event the Owner does not request an appeal within the thirty (30) days, the right to an appeal shall be waived.

5. Conflicts. Any Board or committee member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclosed such to the President of the Mesa or the chair of the committee prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board or committee member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board or committee member(s) results in an even number of remaining Board or committee members eligible to hear a case, the Presiding officer may appoint a member of the Mesa, in good standing, to serve as a voting member of the hearing board.

6. Hearing. The Board or committee shall inform the Owner of the scheduled time, place and date of the requested hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner may or may not be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

7. Decision. After all testimony and other evidence has been presented to the Board or committee at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board members or committee. In the event of an appeal, a decision shall be made by a majority vote of the Board members.

8. Fine Schedule. The following fines shall be imposed for a violation of the provisions of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa.

First violation after warning letter:	\$50.00
Second violation:	\$100.00
Third violation:	\$150.00
Fourth and subsequent violations:	\$200.00
Removal of any Mesa Fence, Perimeter, or Willful Damage to Mesa Property	\$500.00

The Board or committee shall establish the amount of the fine within the above range based upon the nature and severity of the violation, as determined in the sole discretion of the Board or committee. **In addition, the Board or committee may levy a fine of \$10.00/day from the date of the decision until the violation is corrected for continuing violations, as determined in the sole discretion of the Board or committee.** All fines shall be due and payable within thirty (30) days of the date that the Owner is notified of the imposition of the fine. All fines and late charges shall be considered an assessment and may be collected as set forth in The Covenants. Fines shall be in addition to all other remedies available to the Mesa pursuant to the terms of The Covenants, the Policies and Procedures and the Rules and Regulations of the Mesa and Wyoming law, including the Mesa's right to collect attorney fees incurred in connection to the violation from the Owner, whether or not judicial action has been commenced.

9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING ADOPTING POLICY
AND PROCEDURE FOR COLLECTION FOR ASSESSMENTS OF OWNERS**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Collection Policy for Assessments of Owners belonging to the Mesa Home Owners Association.

PURPOSE: To provide notice of the Mesa's adoption of a Resolution setting forth the collection policies for assessments of the Mesa Home Owners Association.

RESOLUTION: The Mesa hereby gives notice of its adoption of a Resolution setting forth the policies and procedures regarding collection of assessments on Owners of units in the Mesa. The Resolution is as follows:

RECITALS

- A. The Mesa is charged with certain responsibilities regarding the care, maintenance and service of certain portions of the common elements.
- B. The Mesa must have the financial means to discharge its responsibilities.
- C. The Board of the Mesa has a responsibility to pursue collection of assessments and other charges from Owners pursuant to the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)**.
- D. The Board of the Mesa desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Mesa.
- E. The Board of the Mesa believes that it is in the best interest of the Mesa to refer delinquent accounts promptly to an attorney for collection so as to minimize the Mesa's loss of assessment revenue. The Board of the Mesa has retained an attorney with experience in representing homeowner associations in collections and other matters.

NOW THEREFORE, BE IT RESOLVED, that the Mesa does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. **Due Dates.** The installments of the monthly assessment as determined by the Mesa and as allowed for in the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** shall be due on the first day of the month and payable no later than the fifteenth (15th) day of the month. Assessments or other charges not paid in full to the Mesa within sixty (60) days of the due date shall be considered past due

and delinquent. Assessments and other charges not paid in full to the Mesa by the fifteenth of each month shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Mesa in giving notice of such acceleration.

2. Late Charges on Delinquent Installments. The Mesa shall impose on a monthly basis a \$10.00 late charge for each Owner who fails to timely pay his/her installment of the annual assessment within sixty (60) days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Mesa shall impose interest from the date due at the rate of 12% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within sixty (60) days of the due date.

3. Return Check Charges. In addition to any and all charges imposed under **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)**, a \$30.00 fee or other amount deemed appropriate by the Board shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a common expense for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Mesa shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tended to the Mesa. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the installment of the annual assessment is not timely made within sixty (60) days of the due date.

4. Attorney Fees on Delinquent Accounts. As an additional expense permitted under **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** the Mesa shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Mesa from a delinquent Owner. The reasonable attorney fees incurred by the Mesa shall be due and payable immediately when incurred, upon demand.

5. Application of Payments. All sums collected on a delinquent account shall be remitted to the Mesa's attorney upon notice that the attorney is collecting the account for the Mesa. All payments received on account of any Owner or the Owner's property shall be applied to payment of any and all legal fees and costs including attorney fees, expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)**, Policies and Procedures, Rule and Regulation or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

6. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Mesa becomes more than thirty (30) days delinquent, the Secretary is directed to send a written notice of non-payment and request for immediate payment.

(b) After an installment of an annual assessment or other charges due to the Mesa becomes more than sixty (60) days delinquent, the Secretary is directed to send a second written notice of non-payment, amount past due, including notice that interest and late fees have accrued, and request for immediate payment.

(c) After an installment of an annual assessment or other charges due to the Mesa becomes more than ninety (90) days delinquent, the Secretary is directed to turn the account over to the Mesa's attorney for filing of lien and collection. Upon receiving the delinquent account, the Mesa's attorney shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Mesa's attorney may file a summons and complaint with the court of jurisdiction. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorneys' fees together with the cost of the action, the cost of any Sheriff's sale and any applicable interest.

(d) In addition to the steps outlined above, the Mesa may elect to suspend the voting rights of any Owner whose account is past due by more than thirty (30) days at the time of such voting.

(e) If the Board deems that circumstances necessitate a write-off of an account, the Board may write-off a portion of a delinquent account in an amount not to exceed \$25.00. Any write-off greater than \$25.00 shall require consultation with and vote by a quorum of the Board.

7. Hardship Clause. Any Owner who is experiencing financial difficulties may request a write-off of any amount of fees due to the Mesa or a deferment of payment for up to sixty (60) days. An Owner who wishes to exercise this option must provide notice no later than forty-five (45) days after an installment of the annual assessment is due. The Owner must provide notice of the reasons requesting a deferment and provide any supporting documentation requested by the Board. At the next hearing following receipt of the request by an Owner pursuant to this paragraph the Owner may elect to speak to the Board for no longer than ten (10) minutes or in an amount of time set by the Chair of the meeting. The Board may ask questions of the Owner at the meeting. The Board will then notify the Owner within fifteen (15) days in writing of its decision. No other Owner may speak regarding the request of an Owner under this paragraph. If the Owner so desires he/she may request a private meeting with the Board to present sensitive or confidential financial information. The Board will keep copies of all documents and evidence presented regarding the need of the request under this paragraph in a confidential file. The contents of the confidential file may not be reviewed by other Owners in the Mesa except under a Court Order. The decision letter will be kept with the normal documents of the Mesa and may be reviewed by other Owners of the Mesa as long as they are in compliance with the Resolution regarding inspection and copying of records.

8. Current Owners Owing Back Assessments. At the time this Resolution is passed the Board has contemplated that there are Owners in the Mesa who owe back assessments. No collection proceedings will begin on these back assessments for ninety (90) days after this Resolution is accepted

and enacted by the Board of the Mesa. All Owners are hereby put on notice that if back assessments are not paid within ninety (90) days their accounts shall be turned over to the Mesa's attorney for collection. No Owner shall be entitled to make a request under the Hardship Clause for back assessments that are due at the time this Resolution is enacted.

9. Acceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account. Such acceleration shall result in the entire unpaid annual assessment being due to the Mesa immediately.

10. Collection Procedure/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not Received on or before that date)	15 days after due date
First reminder notice	30 days after due date
Second notice (notice that late charges and Interest have accrued)	60 days after due date
Delinquent account turned over to Mesa's Attorney; Lien filed; Demand letter sent to Owner	90 days after due date

11. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Mesa's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$10.00 fee. However, if the account has been turned over to the Mesa's attorney, such request shall be handled through the attorney.

12. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Mesa, the Secretary shall send notice to the Mesa's attorney of the same and turn the account over to the Mesa's attorney.

13. Use of Certified Mail / Regular Mail. In the event the Mesa shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Mesa may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

14. Referral of Delinquent Accounts to Attorneys. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. The attorney is authorized to take whatever action is necessary, in consultation with the President of the Board, believed to be in the best interest of the Mesa, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the Mesa's lien;

- c. Filing necessary claims, documents and motions in bankruptcy court in order to protect the Mesa's interests;
- d. Filing a court action seeking appointment of a receiver.

15. Judicial Foreclosure. The Mesa may choose to foreclose on its lien in lieu of or in addition to suing an Owner in Court of jurisdiction for a money judgment.

16. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Mesa shall determine appropriate under the circumstances.

17. Notification and Communication with Owners. The Mesa shall, upon written request, provide an Owner with a copy of this Resolution which shall become effective upon its adoption. All communication with a delinquent Owner(s) shall be handled through the Mesa's attorney once a matter has been referred to the attorney. Neither the manager nor any member of the Board shall discuss the collection of the account directly with an Owner after it has been turned over to the Mesa's attorney unless the attorney is present or has consented to the contact.

18. Defenses. Failure of the Mesa to comply with any provision of this Collection Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

19. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

20. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.

21. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

22. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING POLICIES AND PROCEDURES FOR
PARKING IN THE COMMON AREAS OF THE MESA**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a policy and procedure to inform Unit Owners of the requirements for parking in the common areas of the Mesa.

PURPOSE: To inform Unit Owners of the policies and procedures for parking within the common areas of the Mesa and outline the penalties for failing to obey the same.

RESOLUTION: The Mesa hereby adopts the following procedures to be followed by Owners for parking on the Common Areas of the Mesa.

1. All Unit Owners have assigned garages within the common areas of the Mesa. These garages are for the sole use of the assigned unit. These are referred to as Designated Parking Areas in The Covenants at paragraph 10.2.
2. In addition to the garages within the common areas of the Mesa are paved parking spaces. The Mesa will make good faith efforts to assign these parking spaces to the individual units by painting a number which corresponds with the assigned house number. This in effect gives each residence, when possible, a second parking space. However, the parking spaces are owned solely by Mesa and it is at the sole discretion of Mesa as to the assignment of the parking spaces.
3. The only vehicles that are to be parked in any common area of the mesa are personal use vehicles defined as a car, pickup truck or Sports Utility Vehicle (single family vehicles)
4. Trailers, Campers, Semi-Trucks (cabs or cabs and trailers), boats, heavy equipment and other vehicles not designated as a single family vehicle are not to be parked or stored in any common areas of the Mesa. This includes all parking lots, parking spaces, or land owned by the Mesa. All vehicles parked in the paved Mesa parking spaces must be owned by a Mesa member, must be licensed to that member or their household, and must be in running condition. Mesa members may NOT store vehicles for individuals who are not Mesa members.
5. Notification of Violations. If it is determined that a Unit Owner is violating this resolution a written notice to move the vehicle will be delivered by the Board by either hand delivery or U.S. Mail to the offending Owner. The notification will state that the Owner has five (5) business days to remove the vehicle, trailer or other item.
6. Failure to Remove Vehicle After Notice of Violation. If an Owner does not remove the offending vehicle within ten (10) business days after the date of mailing or delivery of the notice of the violation the Mesa will request the vehicle to be towed. Additionally, a fine of \$50.00 per day will be assessed against the Owner for each day after the fifth day that the vehicle is not removed. The Owner shall have thirty (30) days to pay the fine and this fine will not be suspended, waived or otherwise reduced pursuant to the Hardship Clause for normal

assessments. This fine will be considered a normal assessment against the Owner and the Mesa may then treat this as a failure to pay an assessment.

7. Visitor Parking Spaces. Besides the assigned paved parking spaces, several spaces shall be marked as Visitor spaces throughout the Mesa. These spaces are for overnight guests to utilize and provide additional parking for members of the Mesa. However, the Visitor Spaces are NOT to be used for vehicle storage and the cares must be moved on a regular basis. If an Owner or a resident living in an owner's home (including children, grandchildren, parents, or any other individual) is improperly utilizing a Visitor Space they shall be notified pursuant to paragraph six (6) of this resolution to remove the vehicle and no longer utilize the same. After the first notification a repeat offender on utilizing a visitor space shall not receive notification and the Mesa will request the vehicle to be towed and provide notice to the Owner of the fines being assessed.

8. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

9. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.

10. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

11. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

DW
RECORDED 4/23/2015 AT 3:39 PM REC # 1841484 BK# 1209 PG# 4034
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 26 of 35

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING RESERVE FUND
INVESTMENT POLICY**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

Pursuant to Section IV Paragraph 4.2(j) of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** the Mesa may provide for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Areas on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments.

SUBJECT: Establishment of a Reserve Fund Investment Policy.

PURPOSE: To provide for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Areas on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments.

RESOLUTION: The Mesa hereby gives notice of its adoption of a Resolution setting forth the policies and procedures regarding establishment of a Reserve Fund Investment Policy:

RECITALS

WHEREAS, the Mesa Home Owners Association hereinafter referred to as the Association or the Mesa, a nonprofit corporation was incorporated under the laws of the State of Wyoming; and

WHEREAS, the Association made its initial filing on November 02, 1981 with the Wyoming Secretary of State as a Non-profit Corporation; and

WHEREAS, the Association adopted a **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** on the 25th day of March 1981 which was recorded on the 4th day of November, 1981; and

WHEREAS, Section IV Paragraph 4.2(j) of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** provides for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Areas on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments; and

WHEREAS, the Board for the Mesa Home Owners Association has a fiduciary responsibility to manage the funds of the Association in a prudent manner. This responsibility includes 1) setting explicit investment policies consistent with the Association's objectives; 2) defining long-range objectives appropriate to the reserve fund; and 3) managing the investments to ensure that Board policies are being implemented;

THEREFORE BE IT RESOLVED, that the Association, through its officers and members of the Board shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise

under similar circumstances, and in a manner the Board believes to be in the best interests of the Association. The Association has adopted the following objectives and policies regarding management of reserve funds:

OBJECTIVES:

1. Have sufficient funds available to meet Reserve Plan projections;
2. Fund the annual Reserve Plan with periodic, but at least annual, contributions;
3. Minimize the risk of principal loss through insured instruments;
4. Have the positive intent and ability to hold to maturity all investments; and
5. Maximize investment return on the Reserve Funds within the policies established by the Board as enumerated below;

POLICIES:

1. Perform an updated Reserve Plan prepared for the portions of the community maintained, repaired, replaced, and improved by the Association at least every other year; such plan shall be based upon both a physical analysis and a financial analysis;
2. Invest only in principal insured investments, and these are to include only U.S. Government Treasury Instruments, Bank Certificates of Deposit, or Money Market Funds;
3. Diversify Investments;
4. Fund the Reserve Fund not less frequently than annually with contributions from the Operating Fund;
5. Annual Reserve Fund contributions should reflect the estimated current shortfall required to bring the Reserve Plan up-to-date;
6. Decreasing the annual Reserve Fund contributions below the Reserve Plan requirements will not be used as a means of balancing the annual budget;
7. Manage the timing and durations of investments in order to have the required liquidity to meet obligations on an annual basis without incurring early withdrawal penalties;
8. Preservation of principal is the highest priority.

FURTHER RESOLVED, that the authority of the Board to perform each and all of the powers conferred by the foregoing resolutions shall continue until notice in writing terminating such authority shall be revoked thereof by the Board of the Mesa.

1. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
2. **Supplement to Law.** The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.
3. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
4. **Amendment.** This Procedure may be amended from time to time by the Board of Mesa.

DW
RECORDED 4/23/2015 AT 3:39 PM REC # 1641484 BK# 1209 PG# 4036
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 28 of 35

RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING GARAGES

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a policy establishing maintenance responsibilities of the Mesa and the Members regarding garages owned by the Mesa (common area garages) and garages attached to homes non-common area garages)

PURPOSE: To adopt a standard policy to inform the members of the Mesa of maintenance responsibilities of the Mesa and the Members regarding garages.

RESOLUTION: The Association hereby adopts the following policy to be followed in providing for the maintenance of garages located in the Mesa subdivision:

1. Scope. The Board Members of Mesa may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law.
2. Garages Definitions. There are two (2) different styles of garages contained within the Mesa subdivision.
 - (a) Garages owned by the Mesa (common area garages) which were built on land owned by the Mesa as common areas;
 - (b) Garages owned by the Members of the Mesa (non-common area garages) which are attached to the individual Members' homes;
3. Maintenance Responsibilities of the Mesa for Common Area Garages. The Mesa shall provide all maintenance to the exteriors of the garages which are located on the common areas owned by the Mesa. Exterior maintenance includes replacing and repairing the exterior siding, the exterior trim work, gutters, the roof of the garages and painting the exteriors. The Mesa shall also maintain an insurance policy in accordance with the Covenants of the Mesa covering the garages owned by the Mesa.
4. Maintenance Responsibilities of the Members for Common Area Garages. The Members of the Mesa shall be responsible for all interior maintenance of the garages including repairing and replacing garage doors. The Members shall keep the interior of all garages owned by the Mesa in clean and working order. No improvements shall be made to the interior of the garages without prior written approval of the Board. Any improvements made, including drywall, lighting, garage doors and all other interior improvements shall become the property of the Mesa unless other arrangements are specifically agreed to in writing prior to the installation of any such improvements.
5. Maintenance Responsibilities of the Mesa for Non-Common Area Garages. The Mesa shall have no maintenance responsibilities of garages not owned by the Mesa. When the individual member's home is painted in accordance with the Covenants the garage shall also be painted at that time, no other maintenance shall be provided for Non-Common Area Garages.

6. Maintenance Responsibilities of the Members for Non-Common Area Garages. The individual members shall be solely responsible for all maintenance of Non-Common Area Garages except for that outlined in paragraph five (5) above.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in The Covenants shall have the same meaning herein.

8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of The Covenants and the law of the State of Wyoming governing Mesa.

9. Deviations. The Board may deviate from the policies set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

10. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING ADOPTING POLICIES AND
PROCEDURES REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

AUTHORITY: Pursuant to Section A 1.22 of the **Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended)** ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a policy and procedure regarding Board member conflicts of interest and a code of ethics.

PURPOSE: To adopt a policy and procedure to be followed when a Board member has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Board members.

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Board member conflicts of interest and code of ethics:

1. General Duty. The Board Members of the Mesa shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Board members shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Board members shall comply with all lawful provisions of The Covenants and the governing documents of the Mesa.

2. Definitions.

(a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between Mesa and a Board Member, or between the Mesa and a party related to a Board Member, or between Mesa and an entity in which a Board Member of Mesa is a director or officer or has a financial interest.

(b) "Director" means a member of the Mesa's Board members.

(c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

3. Disclosure of Conflict. Any conflict of interest on the part of any Director or Board member shall be verbally disclosed to the other Board members or Directors in open session at the first open meeting of the Mesa Board at which the interested Board Member or Director is present prior to any discussion or vote on the matter. The interested Director or Board Member may be present during the discussion and the voting process on the matter, but shall not vote. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

4. Code of Ethics. In addition to the above, each Director or Board Member and the Board as a whole shall adhere to the following Code of Ethics:

(a) No Director or Board Member shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Mesa.

(c) No Director or Board Member shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other things of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Mesa.

(d) No Director or Board Member shall accept a gift or favor made with intent of influencing decision or action on any official matter.

(e) No Director or Board Member shall receive any compensation from the Mesa for acting as a volunteer.

(f) No Director or Board Member shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Mesa to advance a personal cause.

(g) No Director or Board Member shall interfere with a contractor engaged by the Mesa while a contract is in progress. All communications with Mesa contractors shall go through the Board or be in accordance with policy.

(h) No Director or Board Member shall harass, threaten, or attempt through any means to control or instill fear in any member, Director, Board Member or agent of the Mesa.

(i) No promise of anything not approved by the Board as a whole can be made by any Director or Board Member to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director or Board Member convicted of a felony shall voluntarily resign from his/her position.

(k) All Directors and Board Members must be in good standing with Mesa regarding payments of dues and compliance with The Covenants and Policies. If a Director or Board Member is not current on dues or in compliance with The Covenants and Policies they shall voluntarily resign from his/her position.

(l) No Director or Board Member shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(m) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, manager, service providers and Board Members or Directors are prohibited and are not consistent with the best interest of the community.

(n) No loans shall be made by the Mesa to its Board Members or Directors. Any Director or Board Member who assents to or participates in the making of any such loan shall be liable to the Mesa for the amount of the loan until it is repaid.

5. Conflicting Interest Transactions. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Mesa if:

(a) The facts about the conflicting transaction are disclosed to the Board, and a majority of the disinterested Board Members or Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(b) The facts about the conflicting interest transaction are disclosed or the Owners are entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(c) The conflicting interest transaction is fair to the Mesa.

6. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

8. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.

9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

**RESOLUTION OF MESA HOME OWNERS ASSOCIATION REGARDING PROCEDURES FOR
COOPERATING WITH SELLERS IN THE DISCLOSURE OF CERTAIN INFORMATION**

AUTHORITY: Pursuant to Section A 1.22 of the Declaration of Covenants, Conditions and Restrictions for the Mesa, An Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming (as amended) ("The Covenants"); Policies are the next highest level of documentation of Mesa operations. They are generally established to facilitate the conduct of Mesa business and to communicate those to the Voting Members. They may be amended by a simple majority of Board Members voting at a Board Meeting.

SUBJECT: Adoption of a procedure for cooperating with sellers in the disclosure of certain information.

PURPOSE: To adopt a standard procedure to use for cooperating with sellers in the disclosure of certain information.

RESOLUTION: The Mesa hereby adopts the following procedures to be followed in cooperating with sellers in the disclosure of certain information.

RECITALS

WHEREAS, the Mesa wishes to adopt procedures to be used when requested by a seller of a property in the community to use its best efforts to help collect any documents that are within its control

NOW THEREFORE, BE IT RESOLVED the Board of the Mesa does hereby adopt the following policies and procedures to facilitate the access of documents within its control by sellers.

1. When requested by a seller, the Mesa shall provide the documents the seller is required to disclose to the buyer that are within the Mesa's control. Therefore, the Mesa will make the documents listed below available as a "Seller's Disclosure Package." (a) The Declaration/covenants, bylaws (if applicable) and rules of the community; (b) Any party wall agreements; (c) Minutes of the most recent annual Unit Owners' meeting and of any board meetings held within the six (6) months preceding the request; (d) The Mesa's current operating budget; (e) The Mesa's current annual income and expenditures statement; (f) The Mesa's current annual balance sheet; and

If authorized by the seller, the Mesa shall provide the Seller's Disclosure Package directly to the buyer upon payment to the Mesa of the usual fee charged by the Mesa to a seller for the Seller's Disclosure Package.

2. Sellers may obtain the disclosure package by providing a written request to the Mesa's management company at least five days before the documents are needed. The request shall indicate where the documents are to be sent and include a check for \$100.00. In the event five days notice is not given, the Mesa shall attempt to satisfy the request but in the event it fails to do so, it will be deemed to have used its best efforts.

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

4. Supplement to Law. The provisions of the Resolution shall be in addition to and in supplement to the terms and provisions of The Covenants and the law of the State of Wyoming governing the Mesa.

5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

6. Amendment. This Procedure may be amended from time to time by the Board of Mesa.

 DW
RECORDED 4/23/2015 AT 3:39 PM REC # 1641484 BK# 1208 PG# 4043
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 35 of 35