



**BYLAWS OF
JORDAN PASTURE HOA, INC.
A NONPROFIT CORPORATION**

The name of the corporation shall be Jordan Pasture HOA, Inc., a Wyoming nonprofit corporation (hereinafter referred to as the "Association" or "Jordan Pasture HOA").

ARTICLE 1 – OBJECT AND DEFINITIONS

Section 1.01 Purpose: The purpose for which this Association is formed is to govern the Planned Community, Common Interest Community, The Final Plat of the Jordan Pasture Subdivision, Tracts 1 through 85 inclusive, ("Jordan Pasture") County of Laramie, State of Wyoming, Recorded on 7/18/2019 (Reception #757389, Book #11, Page #112), in accordance with the Declaration of Protective Covenants for Jordan Pasture filed with the Clerk of Laramie County, WY on 9/3/2019 at Book #2636, Page #1311 (Reception #760690) ("Covenants"). In addition, this Association is intended to include governance of future residential occupancy and/or development of eight, 40 acre, surveyed tracts of land located to the north of Jordan Pasture, legally described in Section 2 and also known as Tracts 8, 9, 16, 17, 20, 21, 22, and 23 within recorded Tract Exhibit of Jordan Ranch, Recorded 6/26/2008 (Reception #502783, Book #2065, Page #676) ("Jordan Ranch Tracts"). (Jordan Pasture and Jordan Ranch Tracts collectively referred to herein as the "Property.")

Section 1.02 Assent: All present or future owners, tenants, future tenants, or any other person using the facilities of the Property in any manner are subject to the regulations set forth in these Bylaws and Covenants. The mere acquisition or rental of any of the Tracts (called "Tract" hereafter) of the Property or the mere act of occupancy of said Tract shall constitute an acceptance and ratification of these Bylaws and Covenants.

Section 1.03 Definitions: Unless otherwise specified, terms shall have the same meaning in these Bylaws as such terms have in the Covenants.

ARTICLE 2 – LANDS COVERED

This Association shall govern the following lands:

Jordan Pasture: Tracts 1 through 85 inclusive, The Final Plat of the Jordan Pasture Subdivision, County of Laramie, State of Wyoming, Recorded on 7/18/2019 (Reception #757389, Book #11, Page #112); and,

Jordan Ranch Tracts: The SW1/4 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4, and SE1/4 SE1/4 of Section 22, Township 15 North, Range 66 West, 6th P.M. Laramie County, Wyoming AND the SW1/4 of Section 23, Township 15 North, Range 66 West, 6th P.M. Laramie County, Wyoming aka Tracts 8, 9, 16, 17, 20, 21, 22, and 23 within recorded Tract Exhibit of Jordan Ranch, Recorded on 6/26/2008 (Reception #502783, Book #2065, Page #676).



At the time of enactment of these Bylaws the Jordan Ranch Tracts are surveyed 40 acre tracts of land used for agricultural and mineral exploration purposes. Should any of the Jordan Ranch Tracts be sold, developed, subdivided and/or used for residential purposes, the Association, through these Bylaws, shall govern.

ARTICLE 3 – MEMBERSHIP AND COMPLIANCE

Section 3.01 Membership: The total number of memberships shall be eighty-five (85), which is equal to the number of Tracts in the Jordan Pasture Subdivision, Laramie County, WY, Recorded on 7/18/2019 (Reception #757389, Book #11, Page #112), AND the possible future residential ownership interests in the Jordan Ranch Tracts as defined below. Ownership of a Tract is required in order to qualify for membership in the Association, and the Owners of the Tract as members, will constitute the Association. Any person, on becoming an Owner of a Tract, shall automatically become a member of the Association and be subject to these Bylaws. Voting shall be one vote per Tract. If a Tract is owned by more than one person, those persons shall agree among themselves how a vote for that Tract's membership is to be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire Tract's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Tract objects at the time the vote is cast, in which case such membership's vote shall not be counted.

The Jordan Ranch Tracts. With regard to the Jordan Ranch Tracts, they may be developed or subdivided and sold in the future for residential purposes. If and when this occurs, future residential owners of Jordan Ranch Tracts SHALL be included in this Association, SHALL be entitled use of the Jordan Pasture private roads as the same as Jordan Pasture Tract owners. Excepting herefrom ownership of Jordan Ranch, llc, each new ownership interest in Jordan Ranch Tracts SHALL be entitled to one individual membership, SHALL be assessed dues per each membership interest, and SHALL be entitled to one vote per subdivided or sold tract or parcel regardless of their acreage. With regard to the Jordan Ranch Tracts, membership in the Jordan Pasture HOA does not mean that those tracts are subject to the Jordan Pasture Covenants. With regard only to the Jordan Ranch Tracts, if more than one tract is owned by the same owner, that owner is entitled to only one membership interest, one vote, and shall be assessed dues as only one membership. For example, if Dick and Jane own all of the Jordan Ranch Tracts together then they are entitled to one membership interest and one vote in the Jordan Pasture HOA. If, for example, the Jordan Ranch Tracts are sold off into sixteen separate identifiable tracts or parcels with sixteen different ownership interests, then 16 new membership interests with 16 new votes in Jordan Pasture HOA are created.

Membership shall terminate without any formal Association action whenever any member ceases to own a Tract, but such termination shall not relieve or release any such former member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Executive Board of the Association or others may have against such former Owner and member arising out of or in any way connected with ownership and membership and the



covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Executive Board may, if it so elects, issue membership cards to Owners of Tracts. Such membership cards shall be surrendered to the Secretary whenever ownership of the Tract by such Owner designated thereon shall terminate.

Section 3.02 Classes of Membership: There shall be one class of membership. Each membership may have more than one member but each membership shall only have one vote.

ARTICLE 4 – MEETINGS OF MEMBERS

Section 4.01 Place of Meeting: Meetings of the members shall be held at such place, within or without Wyoming, as the Executive Board may determine.

Section 4.02 Annual Meeting: The annual meetings of the Association shall be held during the last full week of March in each year unless otherwise changed. The purpose of the annual meetings is for the election of the Executive Board and the transaction of such other business of the Association as may properly come before the meeting, including approval of the Association budget for the ensuing year.

Section 4.03 Special Meeting: Special meetings of the members may be called by the President or the Executive Board, or by members having votes representing two-thirds of the members entitled to vote at such meeting.

Section 4.04 Notice of Meetings: Written notice stating the place, day and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, either personally, by mail, or by email, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to the registered mailing address of each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the registered mailing address as it appears on the records of the Association, with postage thereon prepaid.

Section 4.05 Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

Section 4.06 Voting: All members shall be entitled to vote on all matters and each membership shall be entitled to one vote. Cumulative voting in the election of the Executive Board shall be permitted.

Section 4.07 Voting by Mail: The Executive Board may decide that voting of the members shall be by mail with respect to any properly noticed matter, including the election of the Executive Board, or with respect to adoption of any proposed amendment to the



Articles of Incorporation or adoption of a proposed plan of merger, consolidation, or dissolution. As used in this Section, the term "mail" or "in writing" may include other generally accepted and verifiable means of communication, including computer messages and facsimiles, in accordance with guidelines as may adopted by the Executive Board.

In case of election of the Executive Board by mail, the existing Executive Board shall nominate candidates and shall advise the Secretary in writing of the names of nominated Executive Board sufficient to constitute a full Executive Board and of a date at least 50 days after such advice is given by which all votes are to be received. The Secretary, within five days after such advice is given, shall give written notice of the nominees to all Owners or Co-owners of each membership. The notice shall state that any such Owner or co-owner may nominate an additional candidate or candidates, not to exceed the number of Board Members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the corporation, to be received on or before a specified date 15 days from the date the notice is given by the Secretary. Within five days after such specified date the Secretary shall give written notice to all Owners or co-owners of a membership, stating the number of Board Members to be elected, stating the names of all persons nominated by the Executive Board and by the members on or before said specified date, stating that each Owner or co-owner may cast a vote by mail and stating the date established by the Executive Board by which such votes must be received by the Secretary at the address of the principal office of the corporation, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board Members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

In the case of a vote by mail relating to any properly noticed matter or to any proposed amendment to the Articles of Incorporation or adoption of a proposed plan of merger, consolidation, or dissolution, the Secretary shall give written notice to all Owners and Co-owners of each membership which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the corporation. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than two-thirds of the votes entitled to be cast on such question.

Deliver of a vote in writing to the principal office of the corporation shall be equivalent to the receipt of a vote by mail at such address for the purpose of this Section 4.07.

Section 4.08 Proxies: Votes may be cast in person or by proxy. Proxies may be filed with the Secretary at or before the appointed time of each meeting.



Section 4.09 Designation of voting Representative -Proxy: If title to a Tract is held by a firm, corporation, partnership, association or other legal entity, or any combination thereof, a proxy must be executed and filed with the Association appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and to cast whatever vote the Owner would be entitled to vote. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of law, provided, however, that within thirty (30) days after such revocation, amendment, or termination, the Owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as prescribed by this Section.

Section 4.10 Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of members representing at least 51% of the memberships shall constitute a quorum. An affirmative quorum, either in person or by proxy, at a meeting at which a quorum is present, shall be necessary for the transaction of business and to adopt decisions binding on all Owners of Tracts.

ARTICLE 5 – EXECUTIVE BOARD

Section 5.01 Number and Qualification: The affairs of the Association shall be governed by an Executive Board composed of at least three (3) persons, a majority of whom shall be members of the Association. The initial Executive Board shall be William J. Edwards, President; John M. Edwards, Vice- President; and Julianne Randall, Secretary Treasurer. The Executive Board shall have not less than three (3) nor more than five (5) members, as shall be determined from time to time by the members.

Section 5.02 Election and Term of Office: At the first annual meeting of the members, the term of office of Board Member President shall be fixed at three years, the term of Board Member Vice-President shall be fixed at one year, and the term of office of Board Member Secretary Treasurer shall be fixed at two years. At the expiration of the initial term of office of each respective Board Member, his successor shall be elected to serve a term of two years. The Board Members shall hold office until their successors have been elected and qualified. Election of new Board Members shall be by a simple majority of members constituting a quorum.

Section 5.03 Removal of Board Members: At any regular or special meeting duly called, any one or more of the Board Members may be removed with or without cause by a two-thirds (2/3) vote of the members constituting a quorum, and a successor may then and there be elected to fill the vacancy thus created. Any Board Member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 5.04 Vacancies: Any vacancy occurring in the Executive Board for any reason, and any Board Membership to be filled by reason of an increase in the number of Board Members may be filled by the affirmative vote of a majority of the remaining Board Members, though less than a quorum of the Executive Board.



Section 5.05 Quorum of Board Members: A two-thirds majority of the number of Board Members fixed by the Bylaws, shall constitute a quorum for the transaction of business. Any act by a quorum of the Board Members shall be an act of the Executive Board.

Section 5.06 Time, Place, and Notice of Board Member' Meetings: Meetings of the Executive Board, regular or special, may be held either within or without this State, and upon such notice as the Board may prescribe. Attendance of a Board Member at any meeting shall constitute a waiver of notice of such meeting except when a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the waiver of notice of such meeting. The Executive Board shall designate by resolution or motion when the regular and special meeting shall be held.

Section 5.07 Powers and Duties: The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association, and for the operation and maintenance of the Property. The Executive Board may do all such acts and things as are not by law or by the Articles of Incorporation or these Bylaws or Covenants directed to be exercised and done by the members. Edwards Development Company, White River Development, Inc., its successors, assigns, affiliates, principals and agents shall in no way have any duties hereunder whatsoever.

Section 5.08 Other Powers and Duties: The Executive Board shall be empowered and shall have the following duties:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Covenants, as amended from time to time.
- (b) To establish, make, and enforce compliance with such reasonable rules as may be necessary for the operation, use, and occupancy of the Property with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption thereof.
- (c) To keep, or cause to be kept, in good order, condition, and repair all of the Common Elements and all items of personal property, acquired by the Association, if any, and used in the enjoyment of the Tracts. No approval of the Association is required for expenditures for these purposes.
- (d) At the discretion of the Executive Board, to insure and keep insured all the insurable Common Elements of the Property in an amount equal to their maximum replacement value which maximum replacement value shall be determined at least once annually after the date of the adoption of these Bylaws by an independent appraisal. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in such amount as is determined from time to time by the Executive Board and to insure and keep insured all fixtures, equipment, and personal property acquired by the Association for the benefit of the Association and the Owners of the Tracts.



- (e) To fix, determine, levy, and collect periodically the prorated assessments to be paid by each of the members towards the gross common expenses of the Property, in addition to assessments for fiber optic/communication service and to adjust, decrease or increase the amount of the assessments, and to credit any excess of assessments over expenses and cash reserves to the members against the next succeeding assessment period, and to levy and collect special assessments whenever, in the opinion of the Executive Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made.
- (f) To collect delinquent assessments by suit, foreclosure, or otherwise and to enjoin or seek damages from an Owner as is provided in these Bylaws and Covenants. To enforce a late charge of not more than \$50.00 per month and to collect interest at a rate of 19% per annum in connection with assessments remaining unpaid more than 30 days from due date for payment thereof, together with all expenses, including attorneys' fees incurred. The Executive Board shall have the duty, right, power, and authority to prohibit use of the Tract by the Owner thereof, his guests, tenants, lessees, and invitees in the event that any assessment made remains unpaid more than 30 days from the due date for payment thereof.
- (g) To protect and defend the Property from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted herein or in the Covenants, and to execute all such instruments evidencing such indebtedness as the Executive Board may deem necessary, and such indebtedness shall be the several obligation of all Owners in the same proportion as they share the Common Expenses; provided, however, that the Executive Board shall not borrow more than \$1,000.00 or cause the Association to be indebted for more than \$1,000.00 at one time without the prior approval of 70% of the members.
- (i) To enter into contracts within the scope of their duties and powers.
- (j) To establish a bank account for the treasury and for all separate funds which are required or may be deemed advisable by the Executive Board.
- (k) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof by Tract Owners, their mortgagees, or agents and representatives at convenient weekday business hours.
- (l) To prepare and deliver annually to each member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.
- (m) To designate and remove the personnel necessary for the operation, maintenance, repair and replacement of the Common Elements.
- (n) To impose an initial assessment on each Tract Owner of \$500.00 to be used by the Association as working capital.
- (o) On ten (10) days' notice and for receipt of \$25.00 from the requesting party to furnish a certificate of Owner's account setting forth the amount of any unpaid amounts or other charges due and owing from such Owner.



- (p) To cooperate and assist the Developer in collection of the Utility Deposit assessment outlined in the Covenants.
- (q) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of Tract Ownership.

ARTICLE 6 – OFFICERS

Section 6.01 Officers: The officers of the Association shall consist of a President, a Vice-President, a Secretary Treasurer, and such other officers and assistant officers *as* may be deemed necessary, each of whom shall be elected annually by and from the Executive Board. If more than three officers are elected to the Executive Board then the office of Secretary Treasurer shall be split to one Board Member for each titled position.

Section 6.02 Removal of Officers: Any elected officer may be removed by the Executive Board whenever, in its judgment, the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election of an officer or agent shall not in itself create contract rights.

Section 6.03 President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Executive Board. He shall have all the general powers and duties which are usually vested in the Office of President of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as he may, in his discretion, decide it appropriate to assist in the conduct of the affairs of the Association, or *as* may be established by the Executive Board or by the members of the Association at any regular or special meeting.

Section 6.04 Vice-President: The Vice-President shall have all the powers and authority to perform all the functions and duties of the President in the absence of the President.

Section 6.05 Secretary: The Secretary shall keep all the minutes of the meetings of the Executive Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Executive Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date, at the principal office of the Association, a complete list of members and their last-known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or appropriate designation of the Tract owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 6.06 Treasurer: The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate amounts of all receipts and disbursements in books for the deposit of all moneys and other valuable effects in the name,



and to the credit, of the Association in such depositories as may from time to time be designated by the Executive Board, and shall pay all charges and obligations of the Association before the same shall become delinquent.

Section 6.07 Covenants Amendment: The President and the Secretary are designated to, upon proper enactment, prepare, execute, certify, and record amendments to the Covenants on behalf of the Association.

ARTICLE 7 -- INDEMNIFICATION OF BOARD MEMBERS, OFFICERS, AND DEVELOPER

Section 7.01 Indemnification: The Association shall indemnify every Board Member and Officer, their respective successors, personal representatives, and heirs, to the fullest extent permitted by law against all loss, costs and expenses, including counsel fees, reasonably incurred by it in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Board Member or Officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as such Board Member or Officer. The foregoing rights shall not be exclusive of other rights to which such Board Member or Officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses as deemed by the Covenants.

Section 7.02 Indemnification of the Developer: The Association shall indemnify Edwards Development Company, White River Development, Inc., its successors, assigns, and affiliates as the developer of Jordan Pasture Subdivision to the fullest extent permitted by law against all loss, costs and expenses, including counsel fees, reasonably incurred by it in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been the developer, except as to matters as to which it shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses.

ARTICLE 8 -- BYLAW AMENDMENT

Section 8.01 Amendments: These Bylaws may be amended by the Executive Board at a duly constituted meeting for such purpose or at a meeting of Owners called for such purpose and approved by members representing an aggregate interest of at least 70% of the memberships. The notice of such meeting shall contain a summary of the proposed changes or



a copy of such proposed changes. No amendment shall serve to shorten the terms of any Board Member or conflict with Wyoming law.

ARTICLE 9 – SERVICES

Section 9.01 Services: The Association shall initially provide the following services to be paid for from common expense assessments, which may be amended or supplemented from time to time by the Executive Board:

- (a) Maintenance payroll;
- (b) Grounds and Road maintenance;
- (c) Building supplies;
- (d) Electricity service for common area, if any;
- (e) Cooperation with the Laramie County Fire District with its maintenance and upkeep of water cisterns, hydrants, wells, and parts thereof to keep same in good operation for firefighting purposes, if any;
- (f) Cooperation with communications provider to comply with agreements regarding fiber optic service;
- (g) Snow removal;
- (h) Maintenance and upkeep of monuments, cattle guards, and/or HOA gates, if any;
- (i) Management and administrative services;
- (j) Replacement fund management;
- (k) Accounting services;
- (l) Office supplies.

Edwards Development Company, White River Development, Inc., its successors, assigns, affiliates, principals and agents shall in no way have any duties to provide any services hereunder whatsoever.

ARTICLE 10 – NONPROFIT CORPORATION

Section 10.01 Nonprofit Corporation: This Association is not organized for profit. No member of the Executive Board or Association or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Executive Board. The foregoing, however, shall neither present nor restrict the following: (1) reasonable compensation may be paid to any member or Board Member acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any member or Board Member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

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ARTICLE 11 – OBLIGATION OF THE OWNERS

Section 11.01 Assessments: All Owners shall be obligated to pay the annual assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than the 10th day following the mailing of the annual statement to the registered mailing address of the Owners. The assessments shall be made against each Tract equally and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him and the Tract owned by him.

Section 11.02 Registration of Mailing Address: All Owners of each Tract shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owners to the Secretary within five days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Tract or by such persons as are authorized by law to represent the interest of all of the Owners thereof. If no address is registered or if all of the Owners cannot agree, then the address of the Tract shall be their registered address until another registered address is furnished as permitted under this Section. Registered address may be changed from time to time by similar designation.

Section 11.03 Use of General Common Elements and Limited Common Elements: Each Owner shall use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other Owners.

Section 11.04 Assessments, Debts, and Other Obligations by Tract Owner: The Assessments, debts and other obligations assumed by the Owner are:

- (a) all of the obligations and assessments;
- (b) the duty to abide by the Use Restrictions set out in the Covenants;
- (c) to run his respective Tract subject to the Easements and Licenses set out in the Covenants;
- (d) to pay separate tax assessments;
- (e) the duty to pay any assessments and special assessments provided for in the Covenants and to indemnify the Association and each of its members pursuant to the Covenants;
- (f) to repair and maintain the Tract and all Limited Common Elements pursuant to the Covenants;



- (g) to abide by obligations and agreements set out in the Covenants, including the designation of the Association as attorney-in-fact and the obligation to pay for repair, if repair is required, if the insurance funds are insufficient;
- (h) to assume any other assessments, debts, or other obligations set out in the Articles, Covenants, and Bylaws of this Association.

ARTICLE 12 – SEAL

Section 12.01-Seal: This corporation shall have no seal.

ARTICLE 13 – FISCAL YEAR


Section 13.01 Fiscal Year: The fiscal year of the Association shall begin on January 1 and end on December 31.

ARTICLE 14 – DEADLOCK

Section 14.01 Arbitration: In the event the members or the Executive Board are unable to reach a consensus and are deadlocked from deciding one or more issues, the deadlock shall be settled by binding arbitration. Either member or any Executive Board member may declare the proceedings deadlocked and request the issue settled by arbitration. Within three (3) days of said declaration, each side shall select one arbitrator and they, within three additional days shall select a third; provided, however, that nothing shall prevent the parties from initially agreeing upon one arbitrator. The arbitrators so selected shall forthwith be provided any underlying documentation concerning the controversy by the members or the Board and shall hear argument within five (5) days of being selected, unless continued by a majority of the arbitrators. The decision reached by the arbitrators shall be binding upon the members and/or the Executive Board as to the issue in controversy. Any reasonable costs or expenses of the arbitrators shall be paid by the Association.

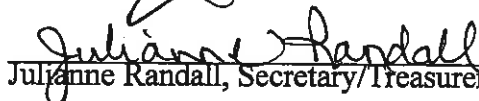
IN WITNESS WHEREOF, the undersigned have executed these Bylaws at Cheyenne, Wyoming, this 6th day of September, 2019.

Executive Board of
Jordan Pasture HOA, Inc.



William J. Edwards, President

John M. Edwards, Vice-President



Julianne Randall, Secretary/Treasurer

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The undersigned, Secretary of Jordan Pasture HOA, Inc., a Wyoming nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Executive Board as the Bylaws of said corporation on the 6th day of September, 2019, and that they do now constitute the Bylaws of said corporation.

Dated this 6th day of September 2019

Julianne Randall

Secretary, Jordan Pasture HOA, Inc.

ACKNOWLEDGEMENTS

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

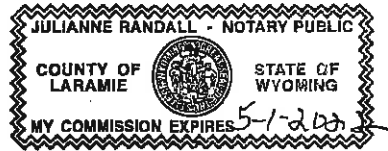
This instrument was acknowledged before me on the 6th day of September, 2019 by William J. Edwards, as President of Jordan Pasture HOA, Inc. and Manager of Jordan Ranch, llc, that executed the Bylaws and acknowledged the Bylaws to be the free and voluntary act and deed of Jordan Pasture HOA, Inc. and Jordan Ranch, llc, by authority of statute or its Bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the Bylaws and in fact executed the Bylaws on behalf of Jordan Pasture HOA, Inc. and Jordan Ranch, llc.

Witness my hand and official seal.

Julianne Randall
Notary Public

My Commission Expires: 5-1-2022

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)



This instrument was acknowledged before me on the 6th day of September, 2019 by John M. Edwards, as Vice-President of Jordan Pasture HOA, Inc., that executed the Bylaws and acknowledged the Bylaws to be the free and voluntary act and deed of Jordan Pasture HOA, Inc., by authority of statute or its Bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the Bylaws and in fact executed the Bylaws on behalf of Jordan Pasture HOA, Inc.

Witness my hand and official seal.

Julianne Randall
Notary Public

My Commission Expires: 5-1-2022





STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

This instrument was acknowledged before me on the 6 day of September, 2019 by Julianne Randall, as Secretary/Treasurer of Jordan Pasture HOA, Inc., that executed the Bylaws and acknowledged the Bylaws to be the free and voluntary act and deed of Jordan Pasture HOA, Inc., by authority of statute or its Bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the Bylaws and in fact executed the Bylaws on behalf of Jordan Pasture HOA, Inc.

Witness my hand and official seal.

Richard B. Wilson
Notary Public

My Commission Expires:

