

Current and Annotated

BY-LAWS of

STAR VALLEY RANCH ASSOCIATION

As of 4/13/01

ARTICLE I

Name and Location. The name of the corporation is STAR VALLEY RANCH ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Star Valley Ranch, Box 159, Thayne, Wyoming, 83127¹, but meetings of members and directors may be held at such places within the County of Lincoln, State of Wyoming, or outside the State of Wyoming, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to the STAR VALLEY RANCH ASSOCIATION, its successors and assigns.

Section 2.² "Property" shall mean and refer to any real property or improvements or facilities conveyed or leased to the Association by LEISURE VALLEY, INC., or otherwise acquired by the Association.

Section 3. "Common Area" shall mean all real property acquired by the Association for the common use and enjoyment of the members of the Association, including any structures or other improvements thereon, and all real property used for ingress and egress to the Property. Common Area shall be subject to all conditions and restrictions as specified in the several Deeds of Transfer of the Common Area from the Developer to the Association.

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

Section 5. "Member" shall mean and refer to any person or entity who holds a membership in the Association by reason of purchasing or owning a portion of the Property.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall also include contract purchasers and the Declarant, but shall exclude those having such interest merely as security for the performance of any obligation.

Section 7. "Purchaser" shall mean and refer to any person or persons who have entered into a Contract for Deed to purchase or acquire a STAR VALLEY RANCH Lot, and shall include those to whom a Deed for said Lot has not yet been executed and delivered.

Section 8.³ "Declarant" and "Developer" shall both mean and refer to LEISURE VALLEY, INC., doing business as STAR VALLEY RANCH, its successors and assigns.

ARTICLE III

MEMBERSHIP

Every Purchaser or Owner of a Lot which is subject to assessment, as set forth in Article IV herein, shall be a Member of the Association. Membership shall be appurtenant to each Lot and may not be separated from the interest of an Owner of such Lot. Ownership of such interest shall be the sole qualification for membership.

¹ Amendment 15 3/19/91

² Amendment 15 3/19/91

³ Amendment 15 3/19/91

ARTICLE IV
VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A Members shall be Owners or Purchasers, other than Declarant or Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Article III. When more than one person holds such an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer, LEISURE VALLEY, INC., which has the beneficial interest in the Property. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required by Article III, provided that the Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or,
- (b) On December 31, 1973.

Section 2.⁴ Developer. LEISURE VALLEY INC., Voting Rights. Upon cessation of the Class B voting rights granted to the Developer, LEISURE VALLEY, INC., in Article IV of these By-laws, the Developer shall have the right to vote each Lot in which it retains an interest after the date of said cessation. In accordance with the provision and rights granted to a Class A member, within Article IV of these By-laws, such rights shall entitle the Developer to one (1) vote for each Lot in which it holds the interest required for membership in Article III, and such vote shall be allowed without regard to payment of assessments by the Developer, which are not required pursuant to Article VI, Section 11 of these By-laws.

Section 3.⁵ Association Owned Lots, Voting Rights. Voting rights to Lots to which ownership is acquired by the Association through default of liens, purchase through sales for nonpayment of taxes, or by any other means, shall be vested in the Board of Directors. The Board, in its discretion, may direct the Secretary to vote or may decline to vote such Lots. If such Lots are resold, the Purchaser or Owner shall qualify for membership under the provisions of Article III and voting rights under provisions of Article IV.

ARTICLE V
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to the respective Lot or Lots for which Owner holds such interest, and shall pass with the title to every assessed Lot, subject to the following provisions;

- (a) The right of the Association to limit the number of guest of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area. The Board of Directors shall fix the annual fee schedule each year at a regular meeting, or special meeting called for that purpose. The amount of the fees shall be fixed in accordance with the purposes of the Association and the financial needs of the Association to accomplish those purposes.
- (c) The right of the Association, in accordance with its Article and By-laws, to borrow money for the purchasing and improving Common Areas and facilities and in aid thereof to mortgage or otherwise encumber said property;

⁴ Amendment 8, 6/6/87

⁵ Amendment 15 3/19/91

(d) The right of the Association to suspend the voting rights and right to use of the Common facilities of a member for any period during which any assessment against his Lot remains due and unpaid, and after notice and hearing, for any infraction of its published rules and regulations. The General Manager and Secretary of the Association, in their discretion, shall be authorized to invoke the power provided in this Article V, Section (d) , to restrict the voting rights and use of Common facilities and water systems of the Association by any Member or Lot on which an assessment is due and owing,⁶ and

(e)⁷ The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Any such conveyance shall include the written concurrence of the Developer in accordance with the Deeds of Transfer of the Common Area from the Developer to the Association.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-laws, his right of enjoyment to members of his lineal family, his tenants, or contract purchasers who reside on the property. For this delegation, Lineal Family is defined to include his spouse, children, grandchildren, parents, grandparents and their spouses.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner or Purchaser of any Lot is deemed to covenant and agree to pay to the Association, (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made when the Association causes to be recorded with the County Recorder of the County of Lincoln a notice of assessment stating the amount of such assessment and such other charges as are hereinafter provided, a description of the property being assessed, and the name of the record Owner thereof, executed by a duly authorized representative of the Association. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner or Purchaser of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property and in particular, for the improvement and maintenance of the Property, services, utilities and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Property.

Section 3.⁸ Annual Assessments. Basis and Maximum of annual Assessments. Prior to June 1, 1972, the maximum annual assessment shall be SEVENTY FIVE DOLLARS (\$75.00) per lot:

(a) Thereafter the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conformance with the base, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) Anything contained herein to the contrary notwithstanding, the maximum annual assessment may be increased for the next succeeding year above that established by the Consumer Price Index formula by a vote of the Members taken within the last quarter of such year, for each succeeding year, provided that any such change shall have the assent to two-thirds (2/3) of the votes of each class of Members present in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

⁶ Amendment 6 5/17/86

⁷ Amendment 15 3/19/91

⁸ Amendment 1 10/25/84

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the next annual assessment at an amount not in excess of the maximum established for the year.

Section 4.⁹ Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members present or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5.¹⁰ Quorum for Any Action Authorized Under Section 4. At any meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Section 4, except that the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, and no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.¹¹ Uniform Rate of Assessment. Both Annual and special assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis unless an alternate basis has been arranged with the Association office.

Section 7.^{12 13 14 15} Date of Commencement of Annual Assessment Period, Due Dates and Fiscal Year. The annual assessment period shall be from January 1 through December 31. The Board of Directors shall fix the annual assessment against each lot in advance of each annual assessment period. Written notice of the annual assessment and the amount due will be sent to every Owner subject thereto. The due date for the payment of the annual assessment shall be no later than June 1 of the assessment period. Assessment will be declared delinquent after the due date. Non-payment within thirty (30) days after the due date will be subject to remedies of the Association provided in Section 8 hereof.

All assessment delinquencies, excluding interest and collection fees, must be removed by June 15, for a valid vote to be cast at the annual meeting, or fifteen (15) days before any special meeting held after the annual meeting.

For new purchasers, the amount of annual assessment for the current period shall be prorated in accordance with the number of months remaining from the date of purchase to the end of the assessment period.

The Association shall, upon demand at anytime, during normal business hours, and on a need-to-know basis, furnish a certificate in writing, signed by an officer of the Association or duly authorized agent, setting forth whether the assessments on specific lots have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

"The Association will operate on a fiscal year basis which shall be from January 1 through December 31."¹⁶

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum¹⁷, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the Lot for which the assessment is past due. Interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Such foreclosure will be by

⁹ Amendment 15 3/19/91

¹⁰ Amendment 1 10/25/84

¹¹ Amendment 10 3/22/89

¹² Amendment 9a 10/7/88

¹³ Amendment 10 3/22/89

¹⁴ Amendment 11 7/21/89

¹⁵ Amendment 20 3/24/01

¹⁶ Amendment 12 10/13/89

¹⁷ Amendment 12 10/13/89

appropriate action in Court, or in the manner provided by law for the foreclosure of a trust deed or mortgage as set forth in the laws of the State of Wyoming, as the same may be amended. In the event the foreclosure is in the manner provided by law for foreclosure under power of sale, the Association shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Exempt Property. The following property subject to these By-laws shall be exempt from the assessments created therein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Wyoming. Nothing contained in the foregoing shall exempt land or improvements devoted to dwelling use from said assessments.
- (d)¹⁸ Properties held by the Developer for sale, as provided in Section 11 of this Article.
- (e)¹⁹ Properties held by the Association.

Section 10.²⁰ Priority of Assessment Liens. The Lien of any assessment to which the Star Valley Ranch Association shall have on any of the Lots subject to Association membership shall be subordinate to the lien of any First Mortgage which has been authorized and guaranteed by the Federal Housing Administration, Veteran's Administration or any Affiliate thereof.

If the Board of Directors elects to present any mortgage or conveyance of the Common Areas, or any part thereof, to the members of the Star Valley Ranch Association for a vote approval, then the Common Areas or any part thereof shall not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners, excluding the Developer.

Section 11.²¹ Developer, Leisure Valley, Inc., Exemption. Pursuant to the Developer's conveyance of certain Common Area Property to the Association by Deed dated March 2, 1973, and recorded at Book 103 PR, Page 362, of the Lincoln County Recorder's Office, and for consideration received pursuant to the Memorandum of Agreement dated January 21, 1985, and recorded at Book 222 PR, Page 674, of the Lincoln County Recorder's Office, and for other considerations received throughout the existence of the Association, the Developer, Leisure Valley, Inc., shall not be subject to any assessments on any and all Lots or parcels held for sale by the Developer.

ARTICLE VII

MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of members shall be held at the principal office of the Association, or such other place as may be fixed from time to time by resolution of the Board of Directors.

Section 2. Annual and Organizational Meetings. The annual meeting of members of the Association shall be held on the fourth Saturday of June of each year at 8:00 a.m. of said day; provided, however, that should said day fall upon a legal holiday, then any such annual meeting of members shall be held at the same time and place on the next succeeding Saturday. Notwithstanding anything to the contrary herein contained, an organizational meeting of the members shall be called by the incorporators as soon as practicable.

Section 3.²² Special Meetings. Special meetings of members for any purpose may be called at any time by the Chairman, or by the Board of Directors, or by any two or more members thereof, or by one or more members holding not less than twenty percent (20%) of the voting rights of members of the Association.

¹⁸ Amendment 15 3/19/91

¹⁹ Amendment 15 3/19/91

²⁰ Amendment 7 10/17/86

²¹ Amendment 8 6/6/87 (may not have been duly adopted)

²² Amendment 15 3/19/91

Section 4. Notices of Meetings. Written notices of meetings, annual or special shall be given to each member entitled to vote, either personally or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Association or supplied by him to the Association for the purpose of notice. All such notices shall be sent to each member entitled thereto not less than ten (10) days before each meeting, and shall specify the place, the day and the hour of such meeting, and in case of special meetings, the general nature of the business to be transacted.

When any meeting of members, either annual or special, is adjourned for thirty (30) days or more, notice of the time and place of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjourned or of the business to be transacted at an adjourned meeting, other than by announcement thereof at the meeting at which such adjournment is taken.

Section 5. Consent of Absentees. The transaction of any business at any meeting of members, whether annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote, not present or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 6.²³ Quorum. Except for any action authorized under Sections 4 and 5 of ARTICLE VI above and Section 1 of ARTICLE XI, the presence in person or by proxy of thirty percent (30%) of all members authorized to vote shall be requisite and shall constitute a quorum for the transaction of all business at any annual or special meeting. A majority of the voting power of those present or by proxy shall prevail at all such meetings. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal or departure of certain members, leaving less than a quorum present.

Section 7. Proxies. Every member entitled to vote or execute consents shall have the right to do so either in person, or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution.

Section 8.^{24 25} Conduct of Meetings. All Meetings of Members shall be conducted according to Robert's Rules of Order Newly Revised, as may be amended, and the official parliamentarian to administer, interpret and enforce the same shall be the Chairman of the SVRA Board of Directors or such other officer of the corporation who is duly designated to act in the Chairman's absence. In those instances where Robert's Rules of Order conflict with the SVRA Bylaws or the SVRA Bylaws provide a different procedure, the SVRA Bylaws shall govern and prevail.

ARTICLE VIII

DIRECTORS

Section 1. Powers. Subject to limitations of the Articles of Incorporation, or these By-laws, and of the Wyoming Corporation Code as to action to be authorized or approved by the members, and subject to the duties of the Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, the Directors are vested with and shall have the following powers; to wit:

- (a) To select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation and/or these By-laws, to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
- (b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with law, with the Articles of Incorporation and/or these By-laws, as the Board of Directors may deem necessary or advisable.

²³ Amendment 15 3/19/91

²⁴ Amendment 18 2/17/01

²⁵ Amendment 21 4/13/01

(c) To change the principal office of the Association location to another; to designate any place for the holding of any annual or special meeting or meetings of members; to adopt and use a corporate seal, and to prescribe the form of certificate of membership, if any; and to authorize the issuance of memberships to such persons as shall be eligible for membership, as provided in Article III of these By-laws.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges or evidence of debt and security therefore.

(e) To fix and levy from time to time dues and assessments upon the members of the Association; to determine and fix the due date for the payment of such dues and assessments, and the date upon which the same shall become delinquent; provided, however, that such dues and assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, controlled or occupied by the Association, or for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvements or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its members, and the Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its members. The Board of Directors shall have the power to determine a reasonable method of assessing each member for his prorated share of such assessments. Should any member fail to pay such dues and assessments before delinquency, the Board of Directors in its discretion the delinquent person shall not be admitted to membership in the Association; and until any such is authorized to enforce the payment of such delinquent dues and assessments as provided in Article VI, Section 8, of these By-laws.

(f) To fix and levy from time to time fees to be paid upon admission to membership and fees to be paid upon transfer of membership. Until such admission fee shall be paid, transfer fee shall be paid, any transfer of membership shall not be effective. All such fees shall be used exclusively for the purpose set forth in subsection (e) of this Article.

(g) To enforce the provisions of the declaration of restrictions covering the Common Area, these By-laws or other agreements of the Association.

(h)²⁶ To contract for and pay fire, casualty, liability and other insurance insuring the unit owners, including bonding of the members of any management body, if deemed advisable.

(i) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area and to employ personnel necessary for the operation of the project, including legal and accounting services. To contract for and pay for improvements and community facilities.

(j) To delegate its powers according to law, and subject to the approval of the members, to adopt these By-laws.

(k) To fix, determine and name from time to time, if necessary or advisable, the fund, foundation, or corporation which is then or there organized or operated for charitable purposes to which the assets of this Association shall be distributed upon liquidation or dissolution according to the Articles of Incorporation of the Corporation. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

Section 2.^{27 28} Number and Qualifications of Directors. The Board of Directors shall consist of the number of Directors named in the Articles of Incorporation (5) until changed by amendment of the Articles, or by amendment to this Section 2 of these By-laws, fixing or changing such number, adopted by a majority of the voting power; but in no event shall there be less than three (3) Directors. All Directors shall be voting members in good standing of the Association.

²⁶ Amendment 15 3/19/91

²⁷ Amendment 15 3/19/91

²⁸ Amendment 16 6/24/95

Section 3.^{29 30} Election and Term of Office. Nominations for Directors may be made by petition by any ten (10) or more members, signed by them at any time prior to sixty (60) days before the day of the Annual Meeting, and such nominations shall be placed upon the ballot. The Secretary shall mail with the notice of the meeting the names of the candidates for Directors that have been nominated up to the time of mailing such notice

Additional nominations may be made from the floor at the Annual Meeting of the members. All elections shall be by the total membership represented in person or by proxy of the members in attendance at the meeting in which the respective nominee is elected.

At the Annual Meeting in 1983, five members were elected, three for two years and two for 1 year. In subsequent years all elections were for two years with two Directors elected in the odd years.

Commencing in 1991 the terms of office for Directors elected shall be for three years except that in 1991 the candidate receiving the third number of votes shall be for two years. There after each term will be for three years with two directors elected in 1992, one Director in 1993 and two again in 1994.

If the Annual Meeting is not held or if the Directors are not elected there at, the Directors may be elected at any special meeting of members held for that purpose. All Directors shall hold office until their respective successors are elected.

Section 4. Vacancies. Vacancies on the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected shall hold office until his successor is elected at an Annual Meeting of members, or at a special meeting called for that purpose.

A vacancy or vacancies shall be deemed to exist in cases of the death, resignation or removal of any Director. If the members shall increase the authorized number of Directors, but shall fail to elect the additional Directors so provided for at the meeting at which such increase is authorized, or at an adjournment thereof, or in case the members fail at any time to elect the full numbers of authorized Directors, a vacancy or vacancies shall be deemed to exist.

The members may, at any time, elect to fill any vacancy not filled by the Directors, and may elect the additional Directors at the meeting at which an amendment of the By-laws is voted authorizing an increase in the number of Directors.

If any Director tenders his resignation to the Board of Directors, the Board shall have power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of the term of his office.

Section 5. Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association, or any other place or places designated at any time by resolution of the Board or by written consent of a majority of the members of the Board.

Section 6.³¹ Organization Meeting. Immediately following each Annual Meeting of members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, review of the minutes of the Annual Meeting, appointment of standing committees, chairmen and the transaction of other business, and shall notify all members of all such actions. Notice of such meeting is hereby dispensed with.

Section 7. Other Regular Meetings. Other regular meetings of the Board of Directors may be held without call at such place and day and hour as may be fixed from time to time by resolution of the Board of Directors; provided, should said day fall upon a legal holiday, then the meeting which otherwise would be held on said day shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Board of Directors is hereby dispensed with.

Section 8.³² Special Meetings - Notices. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman, or if he is unable or refuses to act, by the Vice Chairman, or by any two Directors.

²⁹ Amendment 5 8/21/82 (never duly adopted)

³⁰ Amendment 6 5/17/86 (attempt to correct error in Amendment 5, erroneously replaced new language with old)

³¹ Amendment 15 3/19/91

³² Amendment 15 3/19/91

Written notice of the time and place of special meetings shall be delivered personally to the Directors or sent to each Director by letter or telegram, postage or charges prepaid, addressed to him at his address as it is shown upon the records of the Association. In case such notice is mailed or telegraphed, it shall be deposited in the United States Mail or delivered to the telegraph company at or near the place in which the principal office of the Association is located at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as provided herein shall be due, legal and personal notice to each Director.

Section 9. Notice of Adjournment. Notice of adjournment of any Directors' meeting, either regular or special, need not be given to absent Directors, if the time and place are fixed at the meeting adjournment.

Section 10. Waiver of Notice. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 11. Quorum. A majority of the number of Directors as fixed by the Articles of Incorporation of these By-laws shall be necessary to constitute a quorum for the transaction of business except to adjourn as hereinafter provided. Every act or decision made or done by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 12. Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour: provided, however, that in the absence of a quorum, a majority of Directors present at any Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 13.³³ Consent of Board Obviating Necessity of Meeting. Anything contained herein to the contrary notwithstanding any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceeding of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 14.³⁴ Fees and Compensation. No Director shall receive any salary for his services as such Director. Nothing herein contained shall be construed to preclude any Director from serving the Association as agent, counsel, or in any capacity other than as such Director and receiving compensation therefore.

Section 15.^{35 36 37} Conduct of Meetings. All SVRA Board meetings shall be conducted according to Robert's Rules of Order Newly Revised, as may be amended, and the official parliamentarian to administer, interpret and enforce the same shall be the Chairman of the SVRA Board of Directors or such other officer of the corporation who is duly designated to act in the Chairman's absence. In those instances where Robert's Rules of Order conflict with the SVRA Bylaws or the SVRA Bylaws provide a different procedure, the SVRA Bylaws shall govern and prevail.

ARTICLE IX

OFFICERS AND COMMITTEES

Section 1.^{38 39} Officers. The officers shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, which officers shall be elected by and hold office at the pleasure of the Board of Directors. Each of the officers shall be a member of the Board of Directors. Any two or more of such offices, except those of Chairman and Secretary, may be held by the same person.

³³ Amendment 10 3/22/89

³⁴ Amendment 15 3/19/91

³⁵ Amendment 15 3/19/91

³⁶ Amendment 19 2/17/01

³⁷ Amendment 22 4/13/01

³⁸ Amendment 15 3/19/91

³⁹ Amendment 10 3/22/89

Section 2. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or until his successor shall be elected and qualified.

Section 3.^{40 41} Subordinate Officers. The Board of Directors may appoint and engage under personal service contracts a General Manager and Assistant Manager, and such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-laws and their personal service contracts, or as the Board of Directors may from time to time determine. Such officers may not be members of the Board of Directors.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the vote of a majority of all of the Directors then in office at any regular or special meeting of the Board at which a quorum is present.

Any officer may resign at any time by giving written notice to the Board of Directors, to the Chairman, or to the Secretary of the Association. Subject to the provisions of Section 4 of this Article, any such resignation shall take effect as of the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-laws for regular appointments to such office.

Section 6.⁴² Chairman. The Chairman shall be the Presiding Officer of the Board of Directors, and as such shall preside over all meetings of the Board and the Association. The Chairman, subject to the Board of Directors, shall have the general powers and duties usually vested in the office of the chairman of a corporation, and such other powers and duties as may be prescribed by the Board of Directors and these By-laws

Section 7. Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman shall perform all duties of the Chairman, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the office of Chairman. The Vice Chairman shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board of Directors and these By-laws.

Section 8. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and members, with the time and place of the holding of the same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Director's meetings, the number of memberships present or represented at members' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office a membership register showing the following: (1) the names and addresses of all members of the Board of Directors; (2) the names of the members and their addresses; (3) the property to which each membership relates; (4) the number of membership held by each member; (5) the number of votes represented by each member; (6) the number and dates of membership certificates issued, if any; and (7) the number and date of cancellation of membership certificates, if any.

The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors required by the By-laws or by law to be given, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as shall be prescribed by the Board of Directors or by these By-laws.

Section 9. Treasurer. The Treasurer shall keep and maintain, or cause to be maintained and kept, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall, at all reasonable times, be open to inspection by any Director or by any member.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association

⁴⁰ Amendment 10 3/22/89

⁴¹ Amendment 15 3/19/91

⁴² Amendment 15 3/19/91

as may be order by the Board of Directors, shall render to the Chairman and Directors, whenever they request it, an account of all his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-laws.

Section 10.⁴³ General Manager. The General Manager shall be the Chief Operating Officer of the Association, and shall, subject to the control of the Board of Directors, and established policies, have direct control and supervision of the operation of the business of the Association. He shall be responsible for the employment of all personnel, the establishing of all schedules, the procurement of all materials and supplies within limits established by the Board, and the performance of all work required for the operation and maintenance of all common property. He shall be an ex-officio member of all standing committees, and shall exercise the powers and duties as may be prescribed by the Board of Directors and these By-laws.

Section 11.⁴⁴ Assistant Manager. In the absence or disability of the General Manager, the Assistant Manager shall perform all duties of the General manager, and when so acting, shall have all the power and subject to all the restrictions of the office of the General Manager. The Assistant Manager shall have such other powers and duties as from time to time may be prescribed for him by the Board of Directors, the General Manager and these By-laws.

Section 12.⁴⁵ Standing Committees. To advise and recommend to the Board of Directors, the Chairman shall, immediately after each Annual Meeting, appoint the following standing committees, the chairman of which shall be a member of the Board of Directors. Each committee shall consist of five or more members in good standing of the Association, to have cognizance and jurisdiction of all matters relating to the assigned areas of responsibility of the committee. The committees shall meet at the call of their respective chairmen. The General Manager shall be an ex-officio member of all committees.⁴⁶

(a) Finance and Legal. Responsible for the annual operating and capital budgets, determination of fees and assessments, definition of member and guest privileges, and all related legal, taxes, insurance, zoning, and organizational matters affecting the Association.

(b) House and Entertainment. Responsible for the operation of all lodge and recreational activities (except golf), bar, and restaurant, and all entertainment.

(c) Utilities. Responsible for roads and streets, water systems, power, telephone, airstrip, architectural control, property use restrictions, security, police and fire protection, traffic and speed regulations, trash collection, and all related services. This to include the planning, construction, maintenance, alteration or replacement of Association facilities, property, and equipment, in cooperation with the other affected committees

(d) Golf. Responsible for the care and maintenance of the golf courses and grounds, and all matters pertaining to the play of golf, including playing rules, tournaments, pros and pro shops, and golf carts. The committee shall include the Presidents and Vice Presidents of the Men's and Ladies' Golf Associations.

ARTICLE X

MISCELLANEOUS

Section 1. Record Date and Closing Membership Register. The Board of Directors may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any annual or special meeting of members, as a record date for the determination of the members entitled to notice of and to vote at any such meeting, and in such case only members of record on the date, so fixed shall be entitled to notice of and to vote at such meetings, notwithstanding any transfer of any membership on the books of the Association after any record date so fixed. For the purpose of determining such record date, the Board of Directors may close the books of the Association against transfer of membership during the whole, or any part, of such period.

Section 2.⁴⁷ Inspection of Corporate Records. The Membership Register, the Book of Account, and Minutes of Meeting of Members and Directors' Meeting shall be open to the inspection of the Directors and Members at reasonable

⁴³ Amendment 10 3/22/89

⁴⁴ Amendment 10 3/22/89

⁴⁵ Amendment 15 3/19/91

⁴⁶ Amendment 12 10/13/89

⁴⁷ Amendment 9a 10/7/88

times from time to time. Any Member or Director requesting the right to inspect the corporate records identified above shall make written request of their desire to inspect the records and shall present in such written request a statement or statements identifying the purpose for which said inspection is requested. The Board of Directors at its next ensuing meeting shall consider the member's or Director's request and shall determine if the requested inspection is for a proper purpose. After a decision is reached, the Board of Directors shall communicate its decision in writing to the Member or Director, either setting forth a time for such inspection or denying the request as not being for a proper purpose.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such officer or officers and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 4. Contracts, etc. How Executed. The Board of Directors, except as in these By-laws otherwise provided, may authorize any officer or officers, agent or agent, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 5. Annual Report. The Board of Directors shall cause a copy of an annual report to be sent to each member of the Association not later than one hundred twenty (120) days subsequent to the close of the fiscal or calendar year of the Association.

Section 6. Inspection of By-laws. The Association shall keep in its principal office for the transaction of business the original or a copy of the By-laws as amended, certified by the Secretary, which shall be open for inspection by all members' at all reasonable times.

Section 7. Annual Independent Audit. An annual independent audit of the account or accounts of the Association or any management body may be made, and a copy of such audit shall be available for the inspection of each member, officer, and Director of the Association at the office of the Association after completion thereof.

Section 8. Singular Includes Plural. Wherever the context of these By-laws requires same, the singular shall include the plural and the masculine include the feminine.

Section 9.⁴⁸ Conflict of Interest, Nepotism. No member of the Board of Directors or Officers or member of any committee of the Association shall directly or indirectly benefit financially from or possess an interest in any contract or transaction relating to the property, facilities, or operation of the Association, or the furnishing of supplies, equipment or services to the Association unless specifically authorized by the Board of Directors.

No family members of any member of the Board of Directors or Officers or member of any committee of the Association shall be directly or indirectly employed by the Association without specific approval of the Board of Directors.⁴⁹

Section 10.⁵⁰ Indemnification. Any person made a party to any action, suit or proceeding by reason of being a member of the Board of Directors, Corporate Officer or member of any committee of the Association, shall be indemnified by the Association against all reasonable expenses, including attorney's fees, actually and necessarily incurred in connection with the defense of such action, suit or proceeding, or in connection with any appeal therefrom, except in relation to matters as to which such Officer, Board or Committee member is liable for negligence or misconduct in the performance of any delegated responsibility or designated duty.

ARTICLE XI

AMENDMENTS

Section 1.⁵¹ Powers of Members. The By-laws of this Association may be adopted, amended, or repealed at a meeting duly called for said purpose by an affirmative vote of at least two thirds (2/3) majority of the voting powers of

⁴⁸ Amendment 4 1/22/85 (not signed)

⁴⁹ Amendment 10 3/22/89

⁵⁰ Amendment 4 1/22/85 (not signed)

⁵¹ Amendment 6 5/17/86

those present or by proxy. The presence in person or by proxy of fifty percent (50) of all members authorized to vote shall constitute a quorum for the purpose of amending or repealing the By-laws. Any proposed amendment or repeal as provided above shall be submitted in writing to each member of the Association thirty (30) days in advance of said meeting.

Section 2. Powers of Directors. Subject to the right of the members to adopt, amend or repeal these By-laws, as provided in Section 1 of this Article XI, at any special or regular meeting, the Board of Directors may adopt, amend, or repeal any of these By-laws other than a By-law or amendment thereof changing the authorized number of Directors.

Section 3. Record of Amendments. Whenever an amendment or new By-law is adopted, it shall be placed in the book of By-laws in the appropriate place. If any By-law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.

Section 4.⁵² Publication of By-laws, March 19, 1991. This publication of the By-laws includes all Amendments No. 1 through No. 15 as made and recorded as of this date under the provisions of Section 1, 2, and 3 of this Article XI.

⁵² Amendment 15 3/19/91