

AMENDED BYLAWS OF
EBY CREEK MESA HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I -PRINCIPAL OFFICE

The principal office of the Association shall be at 0250 Castle Peak Ranch Rd., Eagle, CO 81631, and its mailing address shall be P.O. Box 1795, Eagle, CO 81631. The Board of Directors in its discretion may keep and maintain other offices within the County of Eagle and State of Colorado wherever the business of the Association may require.

ARTICLE II -OBJECT

1.0 Purpose. The purpose for which this non-profit Association is formed is to govern the subdivision situate in the County of Eagle, State of Colorado, which is known as the Eby Creek Mesa subdivision (hereinafter referred to as the "Subdivision"), and which property has been submitted to the provisions of a certain recorded Declaration of Covenants of Eby Creek Mesa.

2.0 Water Service Agreement. Pursuant to paragraph 15 of that certain Water Service Agreement for the Eby Creek Mesa Subdivision, Phases II-A and II-B and Phase III entered into by and between the TOWN OF EAGLE, a Colorado municipal corporation, and EBY CREEK MESA LIMITED PARTNERSHIP ("ECMLP"), the parties thereto have agreed and the Association shall assume the following obligations:

15. Homeowner Association Dues. The Developer shall form and maintain a homeowners' association which all lot owners in Phases I, II-A and II-B shall be required to be members. Such association shall be a duly-formed Colorado corporation. One of the Homeowners' Association purposes shall be to own and maintain the common open space and recreation areas, including the four-acre recreational site. The Developer agrees that it will establish a Homeowners' Association dues structure that will assess property owners at a rate of a minimum of \$200 per year per lot. The Developer further agrees that the Homeowners' Association's bylaws shall require that a portion of these dues shall be utilized for the maintenance, improvement and upgrade of recreational facilities at the four-acre recreational site. The Bylaws for the Homeowners' Association shall require that the Homeowners' Association shall have a continuing obligation for the maintenance and repair of such recreational facilities and that the Town may enforce such requirement.

Accordingly, the Association hereby agrees to provide for the maintenance and improvement of the recreational facilities installed upon the designated "recreational site", and the Association shall have a continuing obligation for the maintenance and repair of such recreational facilities and the Town may enforce such requirement.

3.0 Acceptance. All present or future owners, tenants and any other person that might use the facilities of the Association in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the lots in the Association (hereinafter referred to as "Lots") of the Subdivision or the mere act of occupancy of any of said Lots will signify that these Bylaws are accepted, ratified and will be complied with.

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ARTICLE III –MEMBERSHIP, VOTING, QUORUM, PROXIES

1.0 Membership.

A. Membership in this Association shall be as set forth in the Articles and the Declaration of Covenants of Eby Creek Mesa Subdivision recorded on November 4, 1981 in Book 321 at page 641, the amendment thereto recorded July 20, 1982 in Book 343 at Page 145 and the First Amendment Thereto recorded April 19, 1985 in Book 411 at page 807 and recorded July 30, 1985 in Book 421 at Page 171 of the public records of Eagle County, Colorado (hereinafter referred to as the "Declaration"). No person or entity other than an Owner of a Lot may be a member of the corporation.

B. The corporation may suspend the voting rights of a member for any period during which any assessment against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days or for any infraction of its published rules and regulations.

2.0 Voting. The total votes in the Association are allocated to lots by the Declaration. Each member owning a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot. For the purposes of determining the record owners of each Lot, the Board shall set forth the procedure for the determination of the record date of ownership, which shall be not more than 30 days before any member's meeting, which determination shall be used by the Board in the process of any members' voting at any member's meeting (the "Record Date of Ownership").

3.0 Quorum. The presence either in person or by proxy, of at least twenty percent (20%) of the members of record on the Record Date of Ownership, shall constitute a quorum of the Association for all purposes unless the representation of a larger group shall be required by law, by the Articles Incorporation, by the Declaration or by these Bylaws, and in that event representation of the number so required shall constitute a quorum. If a quorum is not present, the meeting shall be adjourned from time to time as determined necessary by the Board, until a quorum is present.

4.0 Proxies. Votes may be cast in person or by proxy; proxies must be filed with the Secretary before the appointed time of each meeting. The Board may determine the amount of time before the meeting to set a deadline for delivery of proxies. A proxy must be in writing, be signed by all lot owners of the lot the votes of which are subject to the proxy, be given only to another member, an authorized attorney-in-fact, or to a holder of a recorded Security Interest in that lot. A proxy shall be valid until the earlier of the meeting for which the proxy is granted is held, or that time which a revocation in writing signed by all Unit Owners of such Unit is delivered to the Secretary.

5.0 Prohibition of Cumulative Voting. There shall be no cumulative voting.

ARTICLE IV - ADMINISTRATION

1.0 General. The members of the Association will have the responsibility of administering the Association through a Board of Directors as herein provided.

2.0 Place of Meeting. Meetings of the Association shall be held at such place as the Board of Directors may determine.

3.0 Annual Meetings. The annual meetings of members of the Association shall be held in the first quarter of each year or at such other time as reasonable and determined by the Board. At such meeting, members shall be elected to the Board of Directors in accordance with the requirements set forth herein. The members may also transact such other business of the Association as may properly come before them.

4.0 Special Meetings. Special meetings of the members for any purpose or purposes other than those regulated by statute may be called for by the president, by a majority of the Board, or by the members of the Association having twenty percent (20%) of the votes in the Association.

5.0 Notice of Meetings. The president or secretary shall give or cause to be given notice of the time, place and purpose of holding each annual or special meeting by mailing or hand delivering such notice at least fifteen (15) days, but not more than thirty (30) days prior to such meeting to each member of the Association at the respective addresses of said members as they appear on the records of the Association on the Record Date of Ownership. The secretary shall include in the Notice of Meeting instructions for returning a notice of intent for any homeowner who wishes to run for the Board. Such notice must be received no less than seven (7) days before the scheduled annual meeting. There will be no nominations from the floor.

6.0 Adjourned Meetings. If the number of members necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place of meeting, the chairman of the meeting, or a majority in interest of the members present in person or by proxy, may adjourn the meeting from time to time until the necessary number of Association members shall be in attendance. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

7.0 Waiver of Notice. Any member may, at any time, waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence and participation of a member in person at any meeting of the members shall be deemed such a waiver.

8.0 Action of Members Without a Meeting. Any action required to be taken, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners and Co-Owners of membership entitled to vote with respect to the subject matter thereof.

ARTICLE V - BOARD OF DIRECTORS

1.0 Number and Qualification. The Association shall be governed by a Board of Directors consisting of not less than three (3) or more than seven (7) members of the Association who are in good standing with the Association. Where a member of the Association is other than a natural person, one (1) of its officers, principals, partners or agents may be elected to the Board of Directors.

2.0 Power and Duties.

A. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. The powers of the Board of Directors shall include, but not be limited to, all of the rights and duties of the Board of Directors as set forth elsewhere in these Bylaws and the Articles of Incorporation, and in the Declaration applicable to the Association described in the Declaration and in Article II above, and shall also include the power to promulgate such rules and regulations pertaining to such rights and duties as may be deemed proper and which are consistent with the foregoing. The Board of Directors may delegate such duties as appear in the best interests of the Association and to the extent permitted by law.

B. The Board of Directors may, on contract, delegate the routine operation and management of Association affairs to a Managing Agent to be selected by and responsible to the Board of Directors. Such Managing Agent shall be located in the Vail, Colorado area and shall have a capital and operating organization reasonably sufficient in the opinion of the Board of Directors to enable efficient and adequate services. At each annual meeting any Managing Agent shall submit to the Board of Directors a comprehensive report on his/her activities for the preceding year.

3.0 Election and Term of Office. Members of the Board of Directors shall be elected at the regular annual meetings of the members of the Association by the members. The Board shall specify the term of the Directors at the time of the election by the members such that the terms shall be staggered with the goal of not having an entire Board re-elected at one meeting of the members. Because of the fluctuation of Board members allowed by these Bylaws the Board may adjust the

terms of Board positions at each election cycle as necessary to accomplish this purpose. In the case of a failure of quorum of a members meeting to hold an election, the existing Directors shall serve until his/her successor is duly elected by the members of the Association at the expiration of the term. In the event the number of candidates is equal to or less than the number of open seats, those candidates shall be deemed to be elected and no formal election shall be held.

4.0 Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled for the unexpired term of office by vote of the majority of the remaining Directors even though they may consist of less than a quorum and each member so appointed shall be a director for the remainder of the term of the Director such person replaces, or until his/her successor is duly elected by the members of the Association at the expiration of the term.

5.0 Removal of Directors. At any regular or special meeting of the members, any one or more of the Directors may be removed, either with or without cause, at any time by the affirmative vote of fifty-one (51%) of the entire membership of record and a successor may then be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at the meeting by the Directors. The Board, at any regular or special meeting of the Board, may remove one or more of the Directors, for cause, which cause may include but not be limited to (a) failure to attend two (2) consecutive meetings except in the case of medical condition of the Director causing same; (b) becoming more than one (1) year in arrears in dues payments to the Association; (c) conviction of a felony; (d) conviction of a misdemeanor involving breach of trust of funds held for another, embezzlement or similar.

6.0 Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him or her for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

7.0 Meetings. There shall be a regular annual meeting of the Board of Directors following the annual meeting of the members of the Association, and the Board of Directors shall establish regular meetings to be held at such other places and such other times as shall be determined, by a majority of the Board. However the meeting may be cancelled from time to time. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least ten (10) days prior to the day named for the meeting.

8.0 Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director, given personally or by mail, telephone or three (3) days' notice via email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice of the written request of at least fifty percent (50%) of the Directors.

9.0 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

10.0 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

11.0 Action of Directors Without a Meeting. Any action required to be taken, or any action which may be taken, at a meeting of the Directors, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

12.0 Executive Committee of Board of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, shall designate and appoint two executive committees of the Board of Directors. The first shall be the Rules Committee, consisting of three members of the Board of Directors, who shall be charged with the enforcement of the Association's Design Review Guidelines, Rules and Regulations; the second shall be the Appeals Board, which shall hear appeals of the decisions of the Rules Committee. Its membership shall consist of all members of the Board of Directors who are not members of the Rules Committee. The majority vote of the members of each such committee shall constitute the act of the Rules Committee or the Appeals Board.

ARTICLE VI - OFFICERS

1.0 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. One (1) person may hold two (2) corporate offices, except that no person may simultaneously hold the offices of President and Secretary

2.0 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first Board meeting following the Annual Meeting, and shall hold office at the pleasure of the Board of Directors.

3.0 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors present at a meeting, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4.0 President. The President shall be the principal executive officer of the Association and, subject to the direction of the Board of Directors, shall direct, supervise, coordinate and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board and of the members of the Association.

5.0 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

6.0 Secretary. The Secretary shall be the custodian of the records and of the seal of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed; shall keep minutes of the proceedings of the members, Board of Directors and Executive Committee; shall keep at the registered office of the Association a record of the names and addresses of the Owners and Co-owners entitled to vote; shall determine the owners of record on the Record Date of Ownership and in general shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him or her by the Board of Directors or by the President. The Board of Directors may appoint one (1) or more Assistant Secretaries who may act in place of the Secretary in case of his or her death, absence, inability or failure to act.

7.0 Treasurer. The Treasurer, in conjunction with a contracted professional accounting firm, shall have charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors, shall keep correct and complete books and records of account and records of financial transactions and conditions of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require; and, in general, shall perform all the duties incident to the office of Treasurer, and such other duties as may, from time to time, be assigned to him or her by the Board of Directors or by the President. The Board of Directors may appoint one (1) or more Assistant Treasurers who may act in place of the Treasurer in case of his or her death, absence, inability or failure to act.

8.0 Compensation. No compensation shall be paid to officers for their services as officers. No remuneration shall be paid to an officer for services performed by him or her for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

ARTICLE VII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every director or officer, his or her heirs, executors, administrators and representatives against all loss, costs and expenses, including counsel fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer of the Association, except as to matters as to which he or she 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 Board of Directors may determine that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of, arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member or Owner of a Lot, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration as a member or Owner of a Lot covered thereby.

ARTICLE VIII - CORPORATE SEAL

1.0 Custody and Control. The Board of Directors shall provide a suitable corporate seal containing the name of the Association, which seal shall be in the custody and control of the Secretary.

2.0 Form. The corporate seal shall be in circular form and shall have inscribed thereon the name of the Association and the word "Colorado" in the circle and the word "Seal" in the middle. If and when so directed by the Board of Directors, a duplicate seal may be kept and used by such officer or other person as the Board of Directors shall name.

ARTICLE IX - MISCELLANEOUS

1.0 Contracts. The Board of Directors may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of the Association, except as otherwise specifically required by the Articles of Incorporation or these Bylaws.

2.0 Auditing. Transaction detail reports will be available at the Annual Meeting along with a Profit & Loss Statement and Balance Sheet for the prior fiscal year. In addition, current monthly financial reports will be provided to Board members at the monthly meetings.

3.0 Inspection of Books. Financial reports, such as are required to be furnished, and the membership records of the Association shall be available at the principal offices of the Association for inspection at reasonable times by any members, or by any individual or entity holding a first mortgage on a Lot.

4.0 Execution of Association Documents. All notes, checks and contracts or other obligations shall be executed on behalf of the Association by the Treasurer. All expenditures must be approved by a majority of the Board.

5.0 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and shall be subject to change by the Board of Directors should Association practice subsequently necessitate such change.

6.0 Budget. The Board of Directors shall adopt an annual budget prior to the annual meeting. Said budget shall include such items of expense as shall be determined from time to time by the Board of Directors. Said budget will be presented to the members at the annual meeting and, unless rejected, shall be deemed to be approved, adopted and ratified. If the members shall reject the budget then the budget for the preceding year shall be utilized as the budget for such year.

7.0 Notices. All notices, demands or other notices intended to be served upon the Association, its Board of Directors or Managing Agent, whether pursuant to the Declaration or not, shall be sent by registered or certified mail, postage prepaid, to the following address: P.O. Box 1795, Eagle, CO, 81631 unless and until this By-Law be amended to the contrary.

8.0 Interpretation of Bylaws. Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

ARTICLE X - ANNUAL ASSESSMENTS

The Board of Directors shall fix, levy and collect assessments in the manner and for the purposes specified in the Declaration, and the members shall pay assessments as therein provided. Assessments will be billed on an annual basis on January 1 but not later than April 1, and due on June 1 per Paragraph 5.9 of the Declaration of Covenants. Payment not made by June 1 shall be late on and after June 2.

ARTICLE XI – AMENDMENT OF BYLAWS

1.0 Amendment by the Members. These Bylaws may be amended by the affirmative vote of three-fourths (3/4) of the members of the Association present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in Article IV herein, is present at any such meeting. Amendments may be proposed by the Board of Directors or petition signed by at least fifty-one percent (51%) of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These Bylaws may not be amended insofar as such amendment would be inconsistent with the Declaration, the Articles or law.

2.0 Amendment by the Directors. The Directors of the Association by the affirmative vote of three-fourths (3/4) of all of the Directors of the Association, may amend or alter the Bylaws of the Association at any regular meeting or at any special meeting provided that no such alteration or amendment by the Board of Directors shall increase the powers of the Board of Directors. The statement of any proposed amendment shall accompany notice of any regular or special meeting at which such proposed amendment shall be voted upon. These Bylaws may not be amended insofar as such amendment would be inconsistent with the Declaration, the Articles or law.

ARTICLE XII - Compliance, Enforcement, Fines and Penalties

1.0 Defaults and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Lot Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Lot Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, the Articles or such rules and regulations, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon

his Lot, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Lot owned by such defaulting member.

2.0 Notice of Default and Failure to Cure. The Board shall adopt such policies and procedures as deemed appropriate for the enforcement of Association rules and regulations.

3.0 Remedy of Abatement in Addition to Other Remedies. In the event a member fails to effect the cure specified by the Board within the time period set out in the Board's established policies and procedures for rule and regulation enforcement, where the default is a structure, thing, or condition existing in or on the premises of the member's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Lot in which, on which, or as to which such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefore as provided in the Board's established policies and procedures for rule and regulation enforcement), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

4.0 Injunction. Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by the Board's established policies and procedures for rule and regulation enforcement, if such default or failure creates an emergency or a situation dangerous to persons or property.

5.0 Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at eighteen percent (18%) per annum from the dates such costs are incurred until paid.

6.0 Non-waiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

7.0 Assessment Liens. Assessments liens shall be enforced pursuant to the Act, the Articles and the Declaration.

ARTICLE XIII – Rules and Regulations

1.0 By the Board. The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the common use and enjoyment thereof by Lot Owners and Occupants and for the protection and preservation thereof. In addition the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Lots to provide for the common good and enjoyment of all Lot Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases.

2.0 By the Association. Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

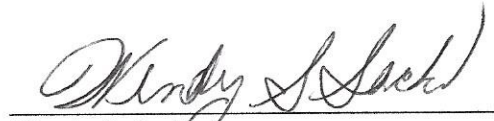
3.0 Uniform Application. All rules and regulations shall be equally and uniformly applicable to all Lot Owners, Occupants and Lots but need not be equally and uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Association or if equal and uniform application is not practicable.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the 9 day of February, 2017.


BOARD OF DIRECTORS:

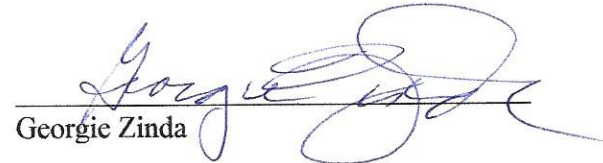

Vern Brock


Todd Horn


Wendy S. Sacks


Teak Simonton


Kevin Kromer


Georgie Zinda


David TerBush

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Secretary of the Association known as the Eby Creek Mesa Homeowners' Association does hereby certify that the above and foregoing Amended Bylaws were duly adopted by the Directors of said Association, as the Bylaws of said Association on the 9 day of February, 2017 and that they do now constitute the Bylaws of said Association.

ATTEST:


Secretary