

Recorded at the Request of:
 The Cliffs Property Owners Association

After Recording Mail to:
 Jenkins Bagley, PLLC
 Attn: Bruce C. Jenkins
 285 W. Tabernacle, Suite 301
 St. George, UT 84770

AFFIDAVIT OF RECORDING

**THE CLIFFS OF SNOW CANYON WASHINGTON COUNTY, UTAH
 SECOND AMENDED AND RESTATED BYLAWS OF THE CLIFFS PROPERTY
 OWNERS ASSOCIATION**

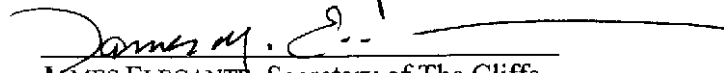
Affiant, being duly sworn, avers as follows:

That attached hereto are true and correct copies of:

- (i) the executed The Cliffs of Snow Canyon Washington County, Utah Second Amended
 and Restated Bylaws of The Cliffs Property Owners Association.

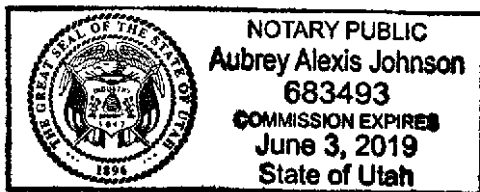
This Affidavit and its attachments are to be recorded in the office of the Washington County Recorder,
 Washington County, Utah, against the property of The Cliffs subdivision described in Schedule 1 hereto.

Dated this 20th day of April, 2017


 JAMES ELEGANTE, Secretary of The Cliffs
 Property Owners Association

STATE OF UTAH,)
 :ss.
 County of Washington.)

On this 20th day of April, 2017, before me personally appeared James Elegante, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the Secretary of The Cliffs Property Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.




 Notary Public

SCHEDULE 1

PHASE A

All of Lots 1, 2, 3, 4, 5 and 6 of The Cliffs of Snow Canyon A AMD, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-A-1, SG-COSC-A-2, SG-COSC-A-3, SG-COSC-A-4, SG-COSC-A-5, SG-COSC-A-6

PHASE B

All of Lots 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198 of The Cliffs of Snow Canyon B AMD & EXT, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-B-95, SG-COSC-B-96, SG-COSC-B-97, SG-COSC-B-98, SG-COSC-B-99, SG-COSC-B-100, SG-COSC-B-101, SG-COSC-B-102, SG-COSC-B-103, SG-COSC-B-104, SG-COSC-B-105, SG-COSC-B-106, SG-COSC-B-107, SG-COSC-B-108, SG-COSC-B-109, SG-COSC-B-110, SG-COSC-B-111, SG-COSC-B-112, SG-COSC-B-113, SG-COSC-B-114, SG-COSC-B-115, SG-COSC-B-116 A D SG-COSC-B-117, SG-COSC-B-183, SG-COSC-B-184, SG-COSC-B-185, SG-COSC-B-186, SG-COSC-B-187, SG-COSC-B-188, SG-COSC-B-189, SG-COSC-B-190, SG-COSC-B-191, SG-COSC-B-192, SG-COSC-B-193, SG-COSC-B-194, SG-COSC-B-195, SG-COSC-B-196, SG-COSC-B-197, SG-COSC-B-198

PHASE C

All of Lots 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131 and 132 of The Cliffs of Snow Canyon C AMD, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-C-80, SG-COSC-C-81, SG-COSC-C-82, SG-COSC-C-83, SG-COSC-C-84, SG-COSC-C-85, SG-COSC-C-86, SG-COSC-C-87, SG-COSC-C-88, SG-COSC-C-89, SG-COSC-C-90, SG-COSC-C-91, SG-COSC-C-92, SG-COSC-C-93, SG-COSC-C-94, SG-COSC-C-118, SG-COSC-C-119, SG-COSC-C-120, SG-COSC-C-121, SG-COSC-C-122, SG-COSC-C-123, SG-COSC-C-124, SG-COSC-C-125, SG-COSC-C-126, SG-COSC-C-127, SG-COSC-C-128, SG-COSC-C-129, SG-COSC-C-130, SG-COSC-C-131 AND SG-COSC-C-132

PHASE D

All of Lots 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 133, 134, 135, 136, 137 and 138 of The Cliffs of Snow Canyon D, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-D-69, SG-COSC-D-70, SG-COSC-D-71, SG-COSC-D-72, SG-COSC-D-73, SG-COSC-D-74, SG-COSC-D-75, SG-COSC-D-76, SG-COSC-D-77, SG-COSC-D-78, SG-COSC-D-79, SG-COSC-D-133, SG-COSC-D-134, SG-COSC-D-135, SG-COSC-D-136, SG-COSC-D-137, SG-COSC-D-138

PHASE E

All of Lot 171 of The Cliffs of Snow Canyon E, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NO: SG-COSC-E-171

PHASE F

All of Lots 143, 144, 145, 146, 147, 148, 149, 150, 151 and 152 of The Cliffs of Snow Canyon F, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-F-143, SG-COSC-F-144, SG-COSC-F-145, SG-COSC-F-146, SG-COSC-F-147, SG-COSC-F-148, SG-COSC-F-149, SG-COSC-F-150, SG-COSC-F-151, and SG-COSC-F-152

PHASE G

All of Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of The Cliffs of Snow Canyon G, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-G-44, SG-COSC-G-45, SG-COSC-G-46, SG-COSC-G-47, SG-COSC-G-48, SG-COSC-G-49, SG-COSC-G-50, SG-COSC-G-51, SG-COSC-G-52, SG-COSC-G-53, SG-COSC-G-54, SG-COSC-G-55, SG-COSC-G-56, SG-COSC-G-57, SG-COSC-G-58, SG-COSC-G-59, and SG-COSC-G-60

PHASE H

All of Lots 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231 and 232 of The Cliffs of Snow Canyon H, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-H-199, SG-COSC-H-200, SG-COSC-H-201, SG-COSC-H-202, SG-COSC-H-203, SG-COSC-H-204, SG-COSC-H-205, SG-COSC-H-206, SG-COSC-H-207, SG-COSC-H-208, SG-COSC-H-209, SG-COSC-H-210, SG-COSC-H-211, SG-COSC-H-212, SG-COSC-H-213, SG-COSC-H-214, SG-COSC-H-215, SG-COSC-H-216, SG-COSC-H-217, SG-COSC-H-218, SG-COSC-H-219, SG-COSC-H-220, SG-COSC-H-221, SG-COSC-H-222, SG-COSC-H-223, SG-COSC-H-224, SG-COSC-H-225, SG-COSC-H-226, SG-COSC-H-227, SG-COSC-H-228, SG-COSC-H-229, SG-COSC-H-230, SG-COSC-H-231, SG-COSC-H-232

PHASE I

All of Lots 65, 66, 67, 68, 139, 140, 141, 142, 153, and 154 of The Cliffs of Snow Canyon I, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-I-65, SG-COSC-I-66, SG-COSC-I-67, SG-COSC-I-68, SG-COSC-I-139, SG-COSC-I-140, SG-COSC-I-141, SG-COSC-I-142, SG-COSC-I-153, SG-COSC-I-154

PHASE J

All of Lots 62, 63, 64, 155, 156, 157, 158, 159, 160, 161, 162, 163, and 164 of The Cliffs of Snow Canyon J, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-J-62, SG-COSC-J-63, SG-COSC-J-64, SG-COSC-J-155, SG-COSC-J-156, SG-COSC-J-157, SG-COSC-J-158, SG-COSC-J-159, SG-COSC-J-160, SG-COSC-J-161, SG-COSC-J-162, SG-COSC-J-163, SG-COSC-J-164

PHASE K

All of Lots 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, and 175 of The Cliffs of Snow Canyon K, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-K-165, SG-COSC-K-166, SG-COSC-K-167, SG-COSC-K-168, SG-COSC-K-169, SG-COSC-K-170, SG-COSC-K-171, SG-COSC-K-172, SG-COSC-K-173, SG-COSC-K-174, SG-COSC-K-175

PHASE L

All of Lots 7, 8, 9, 36, 37, 38, 39, 61, 176, 177, 178, 179, 180, 181, and 182 of The Cliffs of Snow Canyon L AMD, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NOS: SG-COSC-L-7, SG-COSC-L-8, SG-COSC-L-9, SG-COSC-L-36, SG-COSC-L-37, SG-COSC-L-38, SG-COSC-L-39, SG-COSC-L-61, SG-COSC-L-176, SG-COSC-L-177, SG-COSC-L-178, SG-COSC-L-179, SG-COSC-L-180, SG-COSC-L-181, SG-COSC-L-182

PHASE M

All of Lot 233 of The Cliffs of Snow Canyon L AMD, a Subdivision according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Together with interest in said projects common areas as shown by the Official Records of Washington County.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes.

PARCEL NO: SG-COSC-M-233

Recorded at the Request of:
Cliffs Property Owners Association
(Through its Board)

After Recording Mail to:
Bruce C. Jenkins, Esq.
285 W. Tabernacle #301
St. George, UT 84770

Record Against:
Property Described in Exhibit A.

The CLIFFS of SNOW CANYON
Washington County, Utah
SECOND AMENDED AND RESTATED BYLAWS OF THE CLIFFS PROPERTY
OWNERS ASSOCIATION

THESE SECOND AMENDED AND RESTATED BYLAWS are adopted pursuant to Article XIV A of the 2008 Amended and Restated Bylaws. This Second Amended and Restated Bylaws hereby amends, restates, substitutes for, in its entirety, the Amended and Restated Bylaws dated January 6, 2008, and all subsequent amendments thereto.

ARTICLE I
PURPOSE AND OFFICES

A. Purpose. These Second Amended and Restated Bylaws are the Bylaws of The Cliffs of Snow Canyon Property Owners Association, a Utah non-profit corporation (CPOA). The CPOA has been organized for the purpose of owning and/or operating certain lands and personal property in Washington County, Utah, and to engage in the business of a homeowners association for the benefit of the Owners of residential lots and dwellings at The Cliffs of Snow Canyon (the Development), and upon the terms set forth in the Master Declaration of Covenants, Conditions, and Restrictions of the Development (the Declaration).

B. Principle Office. The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division. The Board of Directors in its discretion, may change from time to time the location of the principal office. (A member of the Board of Directors shall hereinafter be referred to as a "Director").

C. Controlling Laws and Instruments. These Bylaws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code 16-6a-101, et seq.) ("Nonprofit Act") and the Community Association Act (Utah Code 57-8a-101 et seq.) ("Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association ("Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time.

ARTICLE II
DEFINITIONS

Except as may otherwise be defined in these Bylaws, the meaning of capitalized or defined terms used herein shall be the same as are contained in the Declaration.

ARTICLE III
MEMBERSHIP

A. Membership. Every Owner of a Lot within the Development shall be a member of The Cliffs Property Owners Association. Membership shall be appurtenant to and may not be separated from Ownership of a Lot. An Owner means one or more persons who hold the recorded title to any lot located in the Development, but does not include any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. Ownership of a Lot shall be

the sole qualification for Membership. Each Ownership shall constitute one Membership.

B. Privileges of Members. All members shall be equally privileged to attend and take part in all general membership meetings and shall be eligible to hold any office or position within the CPOA so long as they comply with the Bylaws, including being current on payment of dues and assessments to the CPOA. No Member under sentence of suspension or expulsion, pursuant to Article XIII of these Bylaws shall take part in any proceedings of the CPOA or be elected to any office of the CPOA

ARTICLE IV VOTING MEMBERS

A. General Membership Voting. There shall be one (1) vote allowed for each Lot. If an Owner includes more than one person and/or entity, the vote for said Member shall be cast in such a manner as the persons and/or entities constituting the same shall determine, but the decision of the Board as to the authority conferred upon one or more Owners or other representatives by the Ownership in casting the one vote of the Ownership shall be conclusive and binding.

B. Resolution of Voting Dispute. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

ARTICLE V MEETINGS OF MEMBERS

A. Annual CPOA Meetings. An annual meeting of the CPOA Members shall be held in February of each year at a time set by the Board. The Board shall give written notice of the time and place of the annual meeting, said notice to be given to the Owners not less than thirty (30) calendar days prior to the date for said meeting, plus any time added to effectuate delivery under Article XV Subsection F.

B. Special Meetings. Special meetings of the Members may be called at any time by any two members of the Board. Special meetings can also be called by the Board upon written request of one-third (1/3) of the Members entitled to vote.

C. Notice of Members' Meetings. Written notice stating the place, day and hour of any meeting shall be given not less than thirty (30) calendar days before the date of the meeting, plus any time added to effectuate delivery under Article XV Subsection F. The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any

amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Article XV Subsection F) by the secretary or president at least ten (10) days before the Association gives notice of the meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

D. Proxies at Meetings. A Member entitled to vote at a meeting may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the secretary of the meeting prior to the time the proxy is exercised.

E. Ballots at Meetings. A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Subsection F below, may be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Subsection F and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

F. Ballots without a Meeting . The Association may utilize ballots without a meeting to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (a) set forth each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage of approvals necessary to approve each matter other than election of Directors; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

Any written ballot shall comply with the requirements in this Section and shall be counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

G. Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

H. Telecommunications. Any or all of the Members may participate in an annual, regular or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting.

I. Quorums. The presence of Members or of proxies entitled to cast fifty (50) percent of all the votes of the membership shall constitute a quorum.

J. Adjournment of Members' Meetings. Members present in person or by proxy at any meeting at which a quorum or reduced quorum, as the case may be, was present may adjourn the meeting from time to time. If the required quorum is not present at the first meeting or any subsequent meeting, another meeting may be called, subject to the notice requirements set forth herein, at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

K. Vote Required at Members' Meetings.

At any meeting where a quorum is present, a majority of the votes present in person, ballot or by proxy and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, except that, in the case of elections in which there are more than two (2) candidates, the persons receiving the highest number of votes shall be elected.

L. Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting

that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

M. Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, Director, conservator, guardian, etc.

ARTICLE VI BOARD OF DIRECTORS; SELECTION, TERM OF OFFICE

A. Number. The number of Directors of the CPOA shall be five (5). The number of Directors may be changed by amendment to these Bylaws.

B. Term of Office. At the termination of the Declarant Control Period, the then serving Board of Directors served until the next meeting of the Members where a new Board of Directors was elected. At the meeting of the Members following the termination of the Declarant Control Period, the Members present or represented by proxy elected five members are to be elected then the term of two shall be for two (2) years and the term of two shall be for one (1) year. At each subsequent annual meeting thereafter, the Members, represented in person, by proxy or by ballot shall elect for a term of three (3) years one or two Director to fill the vacancy created by expiring term of the serving Director(s).

C. Qualification. Each Director shall be a natural person and 18 years of age or older. Directors must be Members of the CPOA.

D. Compensation. No Director shall receive compensation for any service he or she may render to the CPOA as a Director; however, any Director may be reimbursed for his or her actual expenses incurred in the performance of their duties, and may receive compensation for performance as an officer or employee of the CPOA.

E. Vacancy and Termination. The members of the Board shall serve until their respective successors are elected, or until their earlier death, resignation, or removal. Any member of the Board may resign at any time by giving written notice to the CPOA. Any member of the Board may be removed from membership on the Board by a two-thirds majority vote of a quorum of the CPOA. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining members of the Board shall appoint a successor member to serve until the next annual meeting of the CPOA, at which time said vacancy shall be filled by the CPOA for the unexpired term, if any. If no such successor is appointed due to a deadlock between the remaining Board members, a special meeting of Members may be called by any Board member to elect a successor.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a

member of the Board of Directors, and two or more Members of the CPOA. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve until the close of the immediate next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members and non-Members.

B. Election. Election to the Board of Directors shall be by secret written ballot. At each election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII MEETINGS OF THE BOARD OF DIRECTORS

A. Regular Meetings. Regular monthly meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting may be held at the same time on the next day which is not a legal holiday. Regular or special meetings of the Board shall be held at such places within or without the State of Utah as all members of the Board shall determine. Otherwise, meetings of the Board shall be held at the clubhouse on the Property.

B. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the CPOA, or by a majority of the Directors, after not less than forty-eight (48) hours notice to each Director, plus any time added to effectuate delivery under Article XV Subsection F.

C. Annual Meeting of the Board. An annual meeting of the Board shall be held, with ten (10) days advance notice given to the Board members, plus any time added to effectuate delivery under Article XV Subsection F.

D. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

E. Open Meetings/Member Rights to Participate. Except as provided in Subsection E, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this section shall affect the validity or enforceability of an action of a Board.

F. Closed Meetings. The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to

cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

G. Notice to Directors of Board Meetings. In the case of all meetings of the Board of Directors for which notice is required by these Bylaws, notice stating the place, day and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Article XV Subsection F), by mail, fax, electronic means, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Directors. If by telephone such notice shall be deemed to be delivered when given by telephone to the Director. If given personally, such notice shall be deemed to be delivered upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice to the Director or waiver of such meeting.

H. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Article XV Subsection F), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

I. Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Subsection F and as permitted by Subsection O, Directors may not vote or otherwise act by proxy.

J. Telecommunications. The Board of Directors may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

K. Quorum of Directors. A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person or by proxy, if applicable.

L. Adjournment of Directors' Meeting. Directors present at any meeting of the Board of Directors may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

M. Vote Required at Directors' Meeting. At any meeting of the Board of Directors, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these Bylaws.

N. Officers at Meetings. The president shall act as chairman and the Board of Directors shall appoint a secretary to act at all meetings of the Board of Directors.

O. Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

P. Dissent or Abstention. The right of dissent or abstention pursuant to Subsection O is not available to a Director who votes in favor of the action taken.

Q. Action of Directors Without a Meeting.

(1) By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, the Articles, or these Bylaws that may be taken at a Board of Directors meeting, may be taken without a meeting if all Directors consent to the action in writing. Action is taken under Subsection P(1) at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board of Directors to receive the revocation. Action under this Subsection P(1) is effective at the time it is taken, unless the Board of Directors establishes a different effective date.

(2) With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws that may be taken at a Board of Directors meeting may be taken without a meeting if notice is transmitted in writing to each Director and each Director, by the time stated in the notice: (a) (i) signs a writing for such action; or

(ii) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (b) fails to demand in writing that action not be taken without a meeting.

The notice required by this Subsection P(2) shall state: (a) the action to be taken; (b) the time by which a Director must respond to the notice; (c) that failure to respond by the time stated in the notice will have the same effect as: (i) abstaining in writing by the time stated in the notice; and (ii) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (d) any other matters the Association determines to include.

Action is taken under this Subsection P(2) only if at the end of the time stated in the notice: (a) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and (b) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice transmitted pursuant to this Subsection and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection P(2) may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection P(2) states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

(3) General Provisions. A communication under this Section 6 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection P(2), above, is considered to be written, signed, and dated for purposes of this section if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Director; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of Subsection P, communications to the Association are not effective until received. Action taken pursuant to this Subsection P has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

ARTICLE IX POWERS OF THE BOARD OF DIRECTORS

A. Powers. The Board of Directors shall have the power to:

(1) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

- (2) Suspend the voting rights and right to use of the CPOA recreational and similar facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the CPOA. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (3) Exercise for the CPOA, all powers, duties, and authority vested in or delegated to the CPOA and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (4) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (5) Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties and compensation;
- (6) Constitute and appoint the members of the Cliffs Design Review Committee, to pass upon proposed amendments to and to amend the Property Development Guidelines; and to enforce the Property Development Guidelines or delegate the enforcement thereof to a committee;
- (7) Exercise all other powers granted to it by the Articles of Incorporation and/or the Declaration; and
- (8) Exercise all other powers granted to it by applicable Utah statutes governing non-profit corporations, as they may be amended from time to time, except as such powers are proscribed herein, in the Declaration, and/or in the Articles of Incorporation.

B. Duties. It shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1 /3) of the Members who are entitled to vote;
- (2) Supervise all officers, agents and employees of the CPOA, and see that their duties are properly performed;
- (3) As more fully provided in the Declaration, to:
 - (a) Prepare a budget and fix the amounts of the Base Assessments;
 - (b) Send a copy of the budget and written notice of the amounts of the Base Assessments to Owners in accordance with the Declaration; and
 - (c) Take action to collect any delinquent assessments pursuant to the remedies stated in the Declaration or other remedies available under applicable law;
- (4) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certification shall be conclusive evidence of such payment;
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the CPOA;
- (6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (7) Cause the Common Areas to be maintained.

ARTICLE X
CPOA OFFICERS AND THEIR DUTIES

A. Enumeration and Qualification of Officers. The officers of the CPOA shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. Each officer shall be a natural person and 18 years of age or older. An officer must be a Member of the CPOA, except for the secretary and treasurer need not be Members of the CPOA. The office of secretary and treasurer may be held by the same person.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

C. Term. The officers of the CPOA shall be elected annually by the Board of Directors and shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the CPOA may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal of Officers. An officer may resign at any time by giving written notice of resignation to the Association. A resignation of an officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may: (a) (i) permit the officer to remain in office until the effective date; and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the officer at any time before the effective date; and (ii) fill the vacancy created by the removal. The Board of Directors may remove any officer at any time with or without cause.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

G. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except of special offices created pursuant to Section IX. D.

H. Duties. The duties of the officers are as follows:

(1) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign checks and promissory notes.

(2) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, may co-sign checks and promissory notes, and shall exercise and discharge such other duties as may be required of him by the Board.

(3) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; keep or cause to be kept appropriate current records showing the Members of the CPOA

together with their addresses, and shall perform such other duties as required by the Board.

(4) Treasurer. The treasurer shall receive and deposit or cause to be received and deposited in appropriate bank accounts all monies of the CPOA and shall disburse or cause to be disbursed such funds as directed by resolution of the Board of Directors; may co-sign checks and promissory notes of the CPOA; shall keep or cause to be kept proper books of account; may cause an annual audit of the CPOA books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver or cause to be delivered a copy of each to the Members.

I. Compensation of Officers. The compensation (if any) of all officers and employees of the CPOA shall be fixed by the Board of Directors.

J. Bonds. The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

ARTICLE XI BOOKS AND RECORDS

A. Books and Records.

(1) The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board of Directors; (b) a record of all actions taken by the Members or Board of Directors without a meeting; (c) a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board of Directors or any committee of the Board of Directors; and (e) a copy of the Declaration, as the same may be amended.

(2) The Association shall maintain appropriate accounting records.

(3) The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, and (b) showing the number of votes each Member is entitled to vote.

(4) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(5) The Association shall keep a copy of each of the following records at its principal office: (a) its Articles of Incorporation; (b) its Bylaws; (c) resolutions adopted by its Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (d) the minutes of all Member meetings; (e) records of all actions taken by Members without a meeting; (f) all written communications to Members generally as Members for a period of three years; (g) a list of the names and business or home addresses of its current Directors and

officers; (h) a copy of its most recent annual report; and (i) all financial statements prepared for periods ending during the last three (3) years.

(6) The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board of Directors; (b) a record of all actions taken by the Members or Board of Directors without a meeting; (c) a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board of Directors or any committee of the Board of Directors; and (e) a copy of the Declaration, as the same may be amended.

(7) The Association shall maintain appropriate accounting records.

(8) The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, by class, and (b) showing the number of votes each Member is entitled to vote.

(9) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(10) The Association shall keep a copy of each of the following records at its principal office: (a) its Articles of Incorporation; (b) its Bylaws; (c) resolutions adopted by its Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (d) the minutes of all Member meetings; (e) records of all actions taken by Members without a meeting; (f) all written communications to Members generally as Members for a period of three years; (g) a list of the names and business or home addresses of its current Directors and officers; (h) a copy of its most recent annual report; and (i) all financial statements prepared for periods ending during the last three (3) years.

(11) A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection (3), above, by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection (3); and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt deemed effective as set forth in Article XV Subsection F), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

B. Inspection of Records

(1) A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection A, above, (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

(2) In addition to the rights set forth in Subsection B(1), a Director or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection B(3); and (ii) gives the Association written demand.

(3) A Director or Member may inspect and copy the records described in Subsection B(2) only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

(4) Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

(5) The right of inspection granted by this Section may not be abolished or limited by the Articles of Incorporation or these Bylaws.

(6) This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article, to compel the production of corporate records for examination.

(7) Director or Member may not use any information obtained through the inspection or copying of records permitted by B(2) for any purposes other than those set forth in the demand made under B(3).

(8) In a request to The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

(9) In a request to inspect or copy documents, a Member may:

- (a) elect whether to inspect or copy the documents;
- (b) if the Member elects to copy the documents, requests hard copies or electronic scans of the documents; or
- (c) subject to Subsection B(10), requests that:
 - (i) the Association make the copies or electronic scans of the requested documents;
 - (ii) a recognized third-party duplicating service make the copies or electronic scans of the requested documents; or
 - (iii) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents.

(10) If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans, which may not exceed: (a) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, 10 cents per page and \$15 per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

(11) If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

C. Scope of Inspection Right

A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section B includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection A(3) by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection A(3); and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt deemed effective as set forth under Article XV Subsection F), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

ARTICLE XII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the CPOA Base and Special Assessments, which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the CPOA may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The CPOA may seek and exercise any other remedy available to it under applicable law to collect the delinquent sums. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non use of the Common Areas or abandonment of his or her Lot.

ARTICLE XIII SUSPENSION OF MEMBERS

A. Suspension for Rules Violations. The Board of Directors shall have the power to suspend a Member for violations of published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and/or to assess and collect monetary penalties for infractions thereof, in accordance with the procedures specified herein. The period of suspension for violation of rules and regulations shall not exceed sixty (60) days.

B. Suspension for Delinquency in Payment of Assessments. Unless otherwise directed by the Board of Directors, a Member shall automatically be suspended if any assessment due and payable to the CPOA is not paid within thirty (30) days of the date due. The suspension shall be terminated when the delinquent assessments, together with any interest and other charges, are paid in full.

C. Procedure for Suspension. Except for suspension due to delinquency in the payment of assessments, which shall become effective upon delinquency or such other date as may be fixed by the Board of Directors, a Member shall be given not less than fifteen (15) days prior written notice of the suspension, (plus any time added to effectuate delivery under Article XV Subsection F), and the reasons for the suspension. The written notice shall be given by any of the means provided for in Article XV. The Member shall have the right to be heard, orally or in writing, by the Board of Directors, or its designated committee or agent (who shall be authorized to decide that the proposed suspension not take place or be delayed), not less than five (5) days before the effective date of the suspension. If a hearing cannot be timely scheduled, the suspension shall be automatically delayed until five (5) days after the hearing is conducted. Any Member desiring to be heard shall make a request in writing to the Board. The decision on such hearing shall be in writing (but need not state in detail the basis for the decision), which shall be given to the Member as provided above.

D. Appeal or Rehearing Request. If the hearing is conducted before a committee or agent designated by the Board of Directors, the Member shall have a right to appeal

the decision of such committee or agent to the Board of Directors by giving written notice to the CPOA of such appeal within five (5) days of receiving notice of the decision (receipt deemed effective as set forth under Article XV Subsection F). If the hearing was conducted by the Board of Directors, the Member shall not have any right of appeal, but may request a rehearing of the matter, which may be granted in the discretion of the Directors. An appeal or rehearing of the matter shall be determined by the Board of Directors in such manner as the Directors determine, with the intent of providing a fair and reasonable consideration of the matter, taking into account the relevant facts and circumstances. An appeal or request for rehearing shall not, unless otherwise directed by the Board of Directors, delay the effective date of the suspension or fine.

E. Effect of Suspension. Suspension of a Member shall suspend the Member's rights to vote and to the use or enjoyment of the recreation or similar facilities of the CPOA. Suspension shall also preclude a Member from serving or being elected as an officer of the CPOA. During the period of suspension, the Member shall remain liable for all assessments with respect to his or her Lot, which shall continue to accrue.

ARTICLE XIV AMENDMENTS

A. By Members or Directors. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, by ballot or by proxy. The Bylaws may also be amended by the Board of Directors to the extent permitted by applicable Utah law.

B. Limitations on Amendments. No amendment shall be adopted that is in conflict with the Declaration, the Articles of Incorporation, or the laws of Utah. No amendment shall discriminate against any Member or Lot unless the Members so affected shall consent by the percentage vote required by the entire CPOA for the amendment.

ARTICLE XV MISCELLANEOUS

A. Fiscal Year. The fiscal year of the CPOA shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

B. Declarant Rights. No longer applicable.

C. Conflicts in Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

D. Right of Indemnification. The Association shall indemnify any Director, officer, employee, fiduciary and agent (including without limitation the property manager) to the fullest extent allowed the Acts, or any replacement Sections thereof.

E. Authority to Insure. The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary and agent against any liability asserted against him and incurred by him in such capacity or arising out of his

status as such, including liabilities for which he might not be entitled to indemnification hereunder.

F. Manner of Giving Notice. Notwithstanding any other provision in the Acts, Declaration, Articles, Bylaws or rules and regulations, the Association may provide notice to Owners by electronic means, including text message, or email, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be received and effective upon the earlier to occur of the following:

- i. when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- ii. when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) six (6) days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;
- iii. when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- iv. when hand delivered, the notice is deemed effective immediately upon delivery; or
- v. when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

IN WITNESS WHEREOF, The Secretary of the Association verifies that the foregoing Second Amended and Restated Bylaws were adopted by the Association members at a meeting held on the 11th day of April, 2017.


James M. Elegante, Secretary