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The Cliffs Property Owners Association

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THE CLIFFS OF SNOW CANYON

Washington County, Utah

THIRD AMENDED AND RESTATED BYLAWS

OF THE

CLIFFS PROPERTY OWNERS ASSOCIATION

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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**THIRD AMENDED AND RESTATED BYLAWS
OF THE
CLIFFS PROPERTY OWNERS ASSOCIATION**

These Third Amended and Restated Bylaws (the “Bylaws”) were approved at a regular or special meeting of the Members, by a vote of a majority of Members, after a quorum was established, present in person, by ballot, or by proxy, pursuant to Article XIV, Section A, of the Second Amended and Restated Bylaws (defined below). These Bylaws are for the regulation and management of the affairs of The Cliffs Property Owners Association, a Utah nonprofit corporation (the “CPOA” or “Association”), to which reference is made in the Fourth Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions recorded in the official records of the Washington County Recorder, State of Utah, as amended or supplemented from time to time (the “Declaration”), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property.

These Bylaws amend, restate, wholly replace, and substitute for the following:

- Second Amended and Restated Bylaws of The Cliffs Property Owners Association, recorded with the Washington County Recorder on April 24, 2017, as Document No. 20170016602 (“Second Amended and Restated Bylaws); and
- any other amendments, supplements, or annexing documents to the Bylaws for the CPOA, whether or not recorded with the Washington County Recorder.

**ARTICLE I
PURPOSE AND OFFICES**

A. Purpose. These Bylaws are the Bylaws of the 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 “Property”), and upon the terms set forth in the Declaration.

B. Principal Office. The principal office of the CPOA shall be at the address identified in the CPOA’s latest annual report filed with the Division (defined below). 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 subject to 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 CPOA (“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. Where these Bylaws differ from the Nonprofit Act or the Association Act, these Bylaws shall control unless the

provisions of either the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

D. Registered Office and Agent. The Acts require that the CPOA have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the CPOA at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

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 Property shall be a Member of the CPOA. Membership shall be appurtenant to and may not be separated from Ownership of a Lot. An Owner means one (1) or more persons who hold the recorded title to any Lot located in the Property, 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 (1) 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.

C. Transfer of Membership on CPOA Books. Transfer of membership shall be made on the books of the CPOA only upon the presentation of evidence, satisfactory to the CPOA, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the CPOA may treat the previous owner of the membership as the owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

D. Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign the Member's right to vote to a tenant occupying the Member's Living Unit or to a mortgagee of the Member's Living Unit for the term of the lease or the mortgage and any sale, transfer or conveyance of the Living Unit and the Lot upon which it is situated shall, unless otherwise

provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the secretary of the CPOA. Any such assignment of voting rights shall be automatically terminated and revoked upon the sale, transfer, or conveyance of the Lot.

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 (1) 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 (1) or more Owners or other representatives by the Ownership in casting the one (1) 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 shall act as arbitrators and the decision of a disinterested majority of the Board 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, Section 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 fifteen (15) nor more than thirty (30) days before the date of the meeting, plus any time added to effectuate delivery under Article XV, Section 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 Property by the CPOA other than in the regular course

of activities; (g) notice of a proposed dissolution of the CPOA; 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, Section F) by the secretary or president at least ten (10) days before the CPOA gives notice of the meeting, plus any time added to effectuate delivery under Article XV, Section F. 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, by ballot, 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 CPOA to every Member entitled to vote on the matter or matters therein as described in Section 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 CPOA in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Section 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 and Electronic Voting. The CPOA 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 CPOA 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 CPOA 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 CPOA 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.

The CPOA and its Members, by adoption of these Bylaws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Article V, Section M.

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 CPOA. 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 CPOA 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, or these Bylaws, except that, in the case of elections in which there is more than one (1) candidate, the person 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 CPOA 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, trustee, conservator, guardian, etc. Pursuant to Utah Code Section 46-4-201 a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e., an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

N. Record Date/Members List.

(1) The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection N(2) below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

(2) Members entitled to notice of a meeting of the Members are the Members of the CPOA at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the CPOA on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the CPOA at the later of (a) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. A determination of Members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote.

(3) The CPOA shall only be required to prepare a list of the names of the Members as provided for in Article XI, Subsection A(3).

O. Written Consents Without a Meeting. Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one (1) or more written consents, setting forth the action taken, are signed by one hundred percent (100%) of the Members entitled to vote on the action. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section 4.10 is

not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronic transmission or other form of communication providing the CPOA with a complete copy of the written consent, including: (i) the date the written consent was sent and (ii) the signature (including electronic signatures as provided in Section 4.19).

P. Order of Business. Unless otherwise changed by resolution of the Board or the Members, the order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other CPOA business.

Q. Expenses of Meetings. The CPOA shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

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 annual meeting, the Members, represented in person, by proxy, or by ballot, shall elect for a term of three (3) years Director(s) to fill the vacancy created by expiring term of the serving Director(s), as follows:

2024 and each subsequent 3 years thereafter – Election of two (2) Directors

2025 and each subsequent 3 years thereafter – Election of two (2) Directors

2026 and each subsequent 3 years thereafter – Election of one (1) Director

C. Qualification. Each Director shall be a natural person and eighteen (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 (2/3) 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.

F. Removal of Directors by the Members. At any meeting of the Members, the notice of which indicates such purpose, any or all of the Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority of the voting interests of all Members; and a successor may be then and there elected to fill the vacancy thus created. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the CPOA and any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. Nomination for election to the Board 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, and two (2) or more Members of the CPOA. The Nominating Committee shall be appointed by the Board 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 as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

B. Election. Election to the Board 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 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 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, Section 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, Section F.

D. Quorum. A majority of the number of Directors 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. 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 Article VIII, Section F, 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 (1) 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. If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that Confidential Matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

G. Notice to Directors of Board Meetings. In the case of all meetings of the Board 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, Section 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. 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 the Director's home or business address as either appears on the records of the CPOA.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board 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 CPOA 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 CPOA (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 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. Reserved.

L. Adjournment of Directors' Meeting. Directors present at any meeting of the Board 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, 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, or these Bylaws.

N. Officers at Meetings. The president shall act as chairman and the Board 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 CPOA promptly after adjournment of the meeting.

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

Q. Action of Directors Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such approval may be provided by electronic communication. Any action so approved shall be in accordance with § 16-6a-813 of the Nonprofit Act and have the same effect as though taken at a meeting of the Directors. The form attached hereto as Exhibit B may be utilized by the Board when taking action without a meeting.

R. Expenses of Board Meetings. The CPOA shall bear the expenses of all regular and special meetings of the Board.

ARTICLE IX POWERS OF THE BOARD OF DIRECTORS

A. Powers. The Board 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, or the Declaration;

(4) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(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 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 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.

B. Duties. It shall be the duty of the Board 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.

C. Appointment of Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of two (2) or more Directors and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board in the management of the CPOA, except authority with respect to those matters specified in the Acts as matters which such committee may not have and exercise the authority of the Board.

D. General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

E. Board Action to Enforce Governing Documents. The Board shall use its reasonable judgment to determine whether to exercise the CPOA's powers to impose sanctions or pursue legal

action for a violation of the Governing Documents, including whether to compromise a claim made by or against the Board or the CPOA and whether to pursue a claim for an unpaid assessment. The CPOA may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (a) the CPOA's legal position does not justify taking any or further enforcement action; (b) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (c) a technical violation has or may have occurred and the violation is not material as to a reasonable person or does not justify expending the CPOA's resources, or (d) it is not in the CPOA's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides under the foregoing to forego enforcement, the CPOA is not prevented from later taking enforcement action. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. This Section does not govern whether the CPOA's action in enforcing a provision of the Governing Documents constitutes a waiver or modification of that provision.

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, 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 eighteen (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 following each annual meeting of the Members.

C. Term. The officers of the CPOA shall be elected annually by the Board 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 whom 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 CPOA. A resignation of an officer is effective when the notice is received by the CPOA unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board 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 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 (1) of any of the other offices except of special offices created pursuant to Article X, Section D.

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

(1) President. The president shall preside at all meetings of the Board; 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 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; 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.

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

ARTICLE XI BOOKS AND RECORDS

A. Books and Records.

(1) The CPOA shall keep as permanent records: (a) minutes of all meetings of its Members and Board; (b) a record of all actions taken by the Members or Board without a meeting; (c) a record of all actions taken by a committee of the Board in place of the

Board on behalf of the CPOA; (d) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; and (e) a copy of the Declaration, as the same may be amended.

(2) The CPOA shall maintain appropriate accounting records.

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

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

(6) If the CPOA has an active website, the CPOA shall make the documents described in Article XI, Subsection A(5) available to all Members, free of charge, through the website; or, if the CPOA does not have an active website, make physical copies of the documents described in Article XI, Subsection A(5) available to Members during regular business hours at the CPOA's address registered with the Department of Commerce.

B. Inspection of Records.

(1) A Director or Member is entitled to inspect and copy any of the records of the CPOA described in Article XI, Subsection A(5), above, (a) during regular business hours; (b) at the CPOA's principal office; and (c) if the Director or Member gives the CPOA 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 Article XI, Subsection B(1), a Director or Member is entitled to inspect and copy any of the other records of the CPOA: (a) during regular business hours; (b) at a reasonable location specified by the CPOA; 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 Article XI, Subsection B(3); and (ii) gives the CPOA written demand.

(3) A Director or Member may inspect and copy the records described in Article XI, 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 CPOA; or (c) the power of a court, independent of this Article XI, 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 Article XI, Subsection B(2) for any purposes other than those set forth in the demand made under Article XI, Subsection B(3).

(8) The CPOA may redact the following information from any document the CPOA 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)

(a) In a written request to inspect or copy documents, a Member shall include:

- (i) the CPOA’s name;
- (ii) the Member’s name;
- (iii) the Member’s property address;
- (iv) the Member’s email address;
- (v) a description of the documents requested; and
- (vi) any election or request described in Article XI, Subsection

B(9)(b).

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

- (i) elect whether to inspect or copy the documents;
- (ii) if the Member elects to copy the documents, requests hard copies or electronic scans of the documents; or
- (iii) subject to Article XI, Subsection B(10), requests that:
 - (A) the CPOA make the copies or electronic scans of the requested documents;
 - (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
 - (C) 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; or
 - (D) the CPOA email the requested documents to an email address provided in the request.

(10) If the CPOA produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the CPOA the reasonable cost of the copies or electronic scans, which may not exceed: (a) the actual cost that the CPOA 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 CPOA makes the copies or electronic

scans, ten cents (\$.10) per page and Fifteen Dollars (\$15.00) 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 CPOA 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 CPOA shall provide the necessary space, light, and power for the imaging equipment.

(12) Subject to Article XI, Subsection B(13), if in response to a Member's request to inspect or copy documents, the CPOA fails to comply with a provision of this Section, the CPOA shall pay:

(a) the reasonable cost of inspecting and copying the requested documents;

(b) for items described in Article XI, Subsection A(5), Twenty-Five Dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and

(c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

(13) The CPOA is not liable for identifying or providing a document in error, if the CPOA identified or provided the erroneous document in good faith.

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 Article XI, Section B includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The CPOA may comply with a Director's or Member's demand to inspect the record of Members under Article XI, Subsection A(3) by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Article XI, 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 CPOA receives a written request of any Member (receipt deemed effective as set forth under Article XV, Section F), the CPOA shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the CPOA: (a) the CPOA's most recent annual financial statements, if any; and (b) the CPOA'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.

D. Annual Corporation Reports. The CPOA shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

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 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 nonuse of the Common Areas or abandonment of his or her Lot.

Upon payment of a reasonable fee to be determined by the CPOA and upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the CPOA shall give, within ten (10) days after the receipt of such request (receipt by the CPOA deemed effective as set forth under Article XV, Section F), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Living Unit thereon, and the amount of the assessments for the current fiscal period of the CPOA payable with respect to the Lot and the Living Unit thereon. Such statement shall, with respect to the party to whom it is issued, be conclusive against the CPOA and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

ARTICLE XIII SUSPENSION OF MEMBERS

A. Suspension for Rules Violations. The Board 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, 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, 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, Section 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, 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, the Member shall have a right to appeal the decision of such committee or agent to the Board 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, Section F). If the hearing was conducted by the Board, 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 Board. An appeal or rehearing of the matter shall be determined by the Board 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, 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 the Owner's 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 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, 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 (1st) day of January and end on the thirty-first (31st) day of December of every year.

B. Reserved.

C. Conflicts in Documents. In the case of any conflict between the Articles 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 CPOA 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 CPOA 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 CPOA may provide notice to Owners orally or by electronic means, including text message, email, or the CPOA's website, except that an Owner may, by written demand, require the CPOA 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:

- (1) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (2) 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 CPOA, 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;
- (3) when sent via electronic means such as an email, 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;
- (4) when posted on the CPOA's website, the notice is deemed effective seventy-two (72) hours after it was posted;
- (5) when hand delivered, the notice is deemed effective immediately upon delivery; or
- (6) 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.

G. Shares of Stock and Dividends Prohibited. The CPOA shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the CPOA shall be distributed to its Members, Directors or officers. Notwithstanding the foregoing, the CPOA may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

H. Loans to Directors, Officers, and Members Prohibited. No loan shall be made by the CPOA to its Members, Directors or officers, and any Director, officer or Member who assents to or participates in the making of any such loan shall be liable to the CPOA for the amount of such loan until the repayment thereof.

I. Limited Liability. The CPOA, the Board, the Architectural Control Committee, and any agent or employee of the CPOA, the Board, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the CPOA if the action taken or failure to act was in good faith and without malice.

J. Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

K. Checks, Drafts, and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the CPOA, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

L. Execution of Documents. The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the CPOA, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the CPOA by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

M. Right to Inspect. Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the CPOA applies only to a voting Member of the CPOA.

[Signatures on following page]

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of The Cliffs Property Owners Association, a Utah nonprofit corporation ("CPOA"); and
2. The foregoing Third Amended and Restated Bylaws constitute the Bylaws of the CPOA duly adopted by the Members of the CPOA at a meeting held on February 27, 2024.

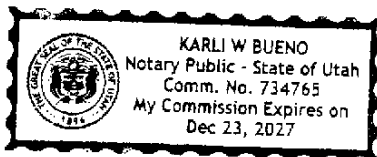
IN WITNESS WHEREOF, I have hereunto subscribed my hand this 15th day of April, 2024.

THE CLIFFS PROPERTY OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Its: President

STATE OF UTAH)
 :ss.
County of Washington)

On this 15th day of April, 2024, before me personally appeared Robert C. Heim, 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 President 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.



Karli W. Bueno
Notary Public

Exhibit A
(Legal Description)

These Third Amended and Restated Bylaws of The Cliffs Property Owners Association affect the following real property, all located in Washington County, State of Utah:

Phase A:

All of Lots 1 through 6, together with all Common Area, Cliffs of Snow Canyon A Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-A-1 through SG-COSC-A-6

Phase B:

All of Lots 95 through 117 and Lots 183 through 198, together with all Common Area, Cliffs of Snow Canyon B Amd & Ext (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-B-95 through SG-COSC-B-117

PARCEL: SG-COSC-B-183 through SG-COSC-B-198

Phase C:

All of Lots 80 through 94, Lots 118 through 121, Lot 122-A, and Lots 123 through 132, together with all Common Area, Cliffs of Snow Canyon C Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-C-80 through SG-COSC-C-94

PARCEL: SG-COSC-C-118 through SG-COSC-C-121

PARCEL: SG-COSC-C-122-A

PARCEL: SG-COSC-C-123 through SG-COSC-C-132

Phase D:

All of Lots 69 through 76, Lot 77-A-1-B, Lots 78 through 79, and Lots 133 through 138, together with all Common Area, Cliffs of Snow Canyon D (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-D-69 through SG-COSC-D-76

PARCEL: SG-COSC-D-77-A-1-B

PARCEL: SG-COSC-D-78 through SG-COSC-D-79

PARCEL: SG-COSC-D-133 through SG-COSC-D-138

Phase E:

All of Lot 171, together with all Common Area, Cliffs of Snow Canyon E (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-E-171

Phase F:

All of Lots 143 through 152, together with all Common Area, Cliffs of Snow Canyon F (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-F-143 through SG-COSC-F-152

Phase G:

All of Lots 44 through 51 and Lots 54 through 60, together with all Common Area, Cliffs of Snow Canyon G (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-G-44 through SG-COSC-G-51
PARCEL: SG-COSC-G-54 through SG-COSC-G-60

Phase H:

All of Lots 199 through 232, together with all Common Area, Cliffs of Snow Canyon H (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-H-199 through SG-COSC-H-232

Phase I:

All of Lots 65 through 67, Lots 139 through 142, and Lots 153 through 154, together with all Common Area, Cliffs of Snow Canyon I (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-I-65 through SG-COSC-I-67
PARCEL: SG-COSC-I-139 through SG-COSC-I-142
PARCEL: SG-COSC-I-153 through SG-COSC-I-154

Phase J:

All of Lots 62 through 64, Lots 155 through 157, and Lots 160 through 164, together with all Common Area, Cliffs of Snow Canyon J (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-J-62 through SG-COSC-J-64
PARCEL: SG-COSC-J-155 through SG-COSC-J-157
PARCEL: SG-COSC-J-160 through SG-COSC-J-164

Phase J Lot 158:

All of Lot 158, together with all Common Area, Cliffs of Snow Canyon J Lots 158 & 159 Amd Lot: 158 FKA Cliffs of Snow Canyon J (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSS-J-158

Phase K:

All of Lots 165 through 170 and Lots 172 through 175, together with all Common Area, Cliffs of Snow Canyon K (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-K-165 through SG-COSC-K-170
PARCEL: SG-COSC-K-172 through SG-COSC-K-175

Phase L:

All of Lots 7 through 9, Lots 36 through 39, Lot 61, and Lots 176 through 182, together with all Common Area, Cliffs of Snow Canyon L Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-L-7 through SG-COSC-L-9
PARCEL: SG-COSC-L-36 through SG-COSC-L-39
PARCEL: SG-COSC-L-61
PARCEL: SG-COSC-L-176 through SG-COSC-L-182

Phase M:

All of Lot 233, together with all Common Area, Cliffs of Snow Canyon M (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-M-233

Eastview Cliffs:

All of Lots 1 through 3, together with all Common Area, if any, Eastview Cliffs Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah:

PARCEL: SG-ECS-1 through SG-ECS-3

Exhibit B
(Action without a Meeting Form)

Notice of Proposed Action Without a Meeting of the Board
Pursuant to Utah Code Section 16-6a-813
(Email Communication)

1. Stipulations: All Board members stipulate that this email communication and any response by email will be deemed a written communication and the email address of each Board member will act as their signature to the communication. Any response must be sent by a "reply to all." A response sent to all Board members in this email communication will be deemed a written response received by the Association.

2. Proposed Action: The following Action is proposed to be taken:

3. Response Options: Each Board member may respond to the proposed action in one of the following three ways (or language which is clear and the equivalent of the following):

- a. Reply all via email stating, "I vote in favor of the proposed action,"
- b. Reply all via email stating, "I abstain from the vote on the proposed action,"
- c. Reply all via email stating, "I object to the proposed action being taken without a meeting."

4. Time to Respond: This Notice must be responded to by not later than the ____ day of _____, 20____, by _____m., Utah time.

5. Effect of Untimely Response: An untimely response will have the following effect:

- a. abstaining from the vote on the proposed action; and
- b. failing to timely demand the proposed action not be taken without a meeting.

6. When Action is Deemed Taken: The proposed action is taken only if at the end of the time stated in paragraph No. 4:

- a. the affirmative votes are timely received and not timely revoked, which votes equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Board members then in office were present and voted; and

- b. there has not been received a demand pursuant to paragraph 3(c) that the action not be taken without a meeting, unless such demand has been revoked by the time stated in paragraph 4.
- 7. Right to Revoke: A Board member who has voted, abstained, or demanded the action not be taken without a meeting pursuant to paragraph 3 and/or 5 may revoke the vote, abstention, or demand that the action not be taken without a meeting by sending a follow up reply email by the time set forth in paragraph 4 and stating the revocation and stating the desired response option provided for in paragraph 3.
- 8. Effective Date: The effective date of the Action deemed taken under paragraph 6 shall be the date and time set forth in paragraph 4, unless a later date and time for the effective date is specified in the proposed Action to be taken in paragraph 2.
- 9. Conditions for Email Communications:
 - a. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this action if the email is delivered with information from which the Board, as parties to the email communication can determine:
 - i. that the electronic transmission is transmitted by the Board member; and
 - ii. the date on which the email is transmitted.
 - b. The date on which the email is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed.
 - c. For purposes of this proposed Action, email communications to the Board are not effective until received.
- 10. Statutory Effect: Pursuant to Utah Code Section 16-6a-813 action taken pursuant to this email communication has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board in any document.
- 11. Minutes: Notwithstanding the statutory effect provided for in paragraph 10, at the next regular Board meeting any action taken pursuant to this email communication and action without a meeting shall be announced at the meeting and recorded in the minutes of the Board. No action taken without a meeting shall be deemed void or ineffective if not announced at the next Board meeting or if not included in the Board minutes, or both.