WHEN RECORDED, MAIL TO:

CW The Ridge, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

E 3262234 B 7537 P 1550-1564
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/18/2020 2:53:00 PM
FEE \$334.00 Pgs: 15
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

BYLAWS OF THE RIDGE MASTER ASSOCIATION, INC.

In Reference to Tax ID Number(s): See Exhibit A

01-506-0101 through 01-506-0159

01-506-0201 through 01-506-0244

01-506-0301 through 01-506-0354

BYLAWS OF THE RIDGE MASTER ASSOCIATION, INC.

These BYLAWS OF THE RIDGE MASTER ASSOCIATION, INC. are effective upon recording in the Davis County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

- A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.
- B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as The Ridge and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Amended and Restated Declaration of Covenants, Conditions, and Reservations of Easements for The Ridge Subdivision P.U.D., as amended ("Declaration").

ARTICLE II APPLICATION

2.1 All present and future Owners, Lenders, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any said Units or the Common Area and Facilities will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

3.1 Annual Meetings. The annual meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the annual meeting may include the election of Directors, the distribution of financial reports and the budget, and to transact such other business as may come before the meeting. If the election of Directors cannot be held during the annual meeting, or at any adjournment thereof, the Board shall

cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting.

- 3.2 **Special Meetings**. Special meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than thirty-five percent (35%) of the voting interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 45 days of receipt of the Owner request. During the Declarant Control Period, special meetings may only be called by the Declarant.
- 3.3 Place of Meetings. The Board may designate any place in Davis County that is reasonably convenient for the Owners as the place of meeting for any annual or special meeting.
- 3.4 Notice of Meetings. The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text message, hand-delivery, regular mail or as allowed by the Acts. If sent by email or text message, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the Owner's Unit shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door.
- 3.5 **Qualified Voters**. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if he or she has fully paid his or her Assessment account (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.
- 3.6 **Record Date for Notice Purposes**. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.
- 3.7 **Quorum.** Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for the adoption of decisions.

- 3.8 **Proxies**. At each Association meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.
- 3.9 <u>Votes</u>. With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.
- 3.10 <u>Waiver of Irregularities</u>. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.
- 3.11 Action Taken Without a Meeting. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.
- 3.12 <u>Minutes of Meetings</u>. The Secretary shall take minutes of all meetings of the Owners. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 <u>Powers</u>. The Project and the affairs and business of the Association shall be managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

- 4.2 <u>Number and Qualifications</u>. Following the Declarant Control Period, the property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of five (5) persons as follows:
 - (a) One (1) Director shall be an Owner of a Unit within the following Lots that will have detached Units: Lots 101 through 144, 149 through 157, 204, 208, 210 through 226, and 231 through 243 (all as shown on the Plat);
 - (b) One (1) Director shall be an Owner of a Unit within the following Lots that will have detached Units: Lots 145 through 148, 158, 159, 201 through 203, 205 through 207, 209, 227 through 230, and 244 (all as shown on the Plat);
 - (c) One (1) Director shall be an Owner of a Unit within the following Lots that will have attached townhome Units: Lots 301 through 350 (all as shown on the Plat); and
 - (d) There shall be two (2) at large Directors elected by and from all Unit types.

During the Declarant Control Period, the Director qualification requirements of these Bylaws shall not apply, and the Board of Directors may be composed of as little as one (1) person or entity, and the Declarant may exercise all powers of the Board as permitted by law.

- Election. During the Declarant Control Period, Directors shall be appointed by Declarant. Following the Declarant Control Period, the election of Directors shall be made by the Owners. The three (3) Director positions reserved for the 3 Unit types (and Lots) described in Section 4.2 (a), (b), and (c) above may only be elected by Owners within those respective Lots segments. For example, the Director position reserved for the Lots having attached townhome Units may only be elected among the Owners of Lots 301 through 350, and so forth. The two (2) at large Director positions shall be elected by Owner of all Unit types. At any election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under these Bylaws and the provisions of the Declaration. The Association may accept written ballots for Director election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Directors may be by secret ballot. Cumulative voting is not permitted.
- 4.4 <u>Term of Office</u>. During the Declarant Control Period, Director terms shall be determined exclusively by Declarant. Following the Declarant Control Period, the two (2) at large Director positions (described in Section 4.2(d) above) shall initially be elected for a term of one (1) year, and the other three (3) Director positions (described in Section 4.2(a), (b), and (c)) shall be elected for a term of two (2) years. Following the initial election, Director terms shall be two (2) years. Therefore, at every annual meeting two (2) or three (3), as the case may be, Director positions will be open for election.
- 4.5 <u>Regular Meetings</u>. The Board shall hold meetings regularly at the discretion of the Board. During the Declarant Control Period, Board meetings shall be held at the discretion of the Declarant.

- 4.6 **Special Meetings**. Special meetings of the Board may be called by the President or a majority of Directors.
- 4.7 <u>Meeting Notice</u>. Notice shall be given to Directors personally, by email, or by telephone, including text message at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings may be held without call or notice to the Directors.
- 4.8 **Quorum and Manner of Action**. A majority of the then authorized Directors shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. Directors shall act only as the Board of Directors, and individual Directors shall have no powers as such.
- 4.9 **Open Meetings**. Except as provided below in (a) through (f), following the Declarant Control Period, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:
 - (a) Consult with legal counsel to obtain legal advice and discuss legal matters;
 - (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
 - (c) Discuss a labor or personnel matter;
 - (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
 - (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
 - (f) Discuss a delinquent assessment.

During the Declarant Control Period, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code §57-8a-226(6)(b) shall be open to all Owners.

- 4.10 **Board Meetings Generally**. The Board may designate any place reasonably convenient to the Directors as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Directors to communicate orally in real time.
- 4.11 <u>Board Action</u>. Notwithstanding noncompliance with any provision within these Bylaws, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with these Bylaws may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.
- 4.12 <u>Compensation</u>. No Director shall receive compensation for any services that such member may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Director to the extent such expenses are approved by a majority of the other Directors. Nothing herein contained shall be construed to preclude any Director from serving the Project in any other

capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Directors.

- 4.13 Resignation and Removal. A Director may resign at any time by delivering a written resignation to another Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Director it appoints at any time. A Director elected by the Owners may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such meeting, the Owners shall vote for a new Director to fill the remaining term of the removed Director. Directors may also be removed by unanimous vote of the other active Directors upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings or failure to remain current on Assessments. If removal occurs based on the preceding sentence, then the remaining Directors may appoint a replacement to serve the remaining term of the removed Director, but such newly appointed Director must satisfy the composition requirements provided in Section 4.2 above and in the Declaration.
- 4.14 <u>Vacancies</u>. If vacancies occur in the Board during the Declarant Control Period, the Declarant shall appoint a Director to fill the vacancy. Following the Declarant Control Period, if vacancies occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Owners, the Directors then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Directors then in office, though less than a quorum. Board appointed Directors shall comply with the composition requirements set forth in Section 4.2 above. Any vacancy in the Board occurring by reason of removal of a Director by the Owners may be filled by election of the Owners at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Directors shall continue to serve until their successors are elected.
- 4.15 Action Without a Meeting. Directors have the right to take any action in the absence of a meeting which they could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.
- 4.16 <u>Waiver of Notice</u>. Before or at any meeting of the Board, any Director or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Director or Owner at any meeting thereof shall be a waiver of notice by that Director or Owner of the time, place, and purpose thereof.
- 4.17 <u>Adjournment</u>. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.
- 4.18 <u>Meeting</u>. A Board meeting does not include a gathering of Directors at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

- 5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall not be required during the Declarant Control Period.
- 5.2 **Election, Tenure, and Qualifications**. Officers shall be elected by the Board at the first Board meeting following each annual meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the annual meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. During the Declarant Control Period, any one person or entity may hold any or all such offices.
- 5.3 <u>Subordinate Officers</u>. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Directors at any time, with or without cause.
- 5.5 **Vacancies**. If a vacancy occurs in an office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.
- President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.
- 5.7 <u>Vice President</u>. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board.
- 5.8 **Secretary**. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.
- 5.9 <u>Treasurer</u>. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of

the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

5.10 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

- 6.1 <u>Designation of Committees</u>. The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No committee members shall receive compensation for services rendered to the Association as a member of a committee; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.
- 6.2 **Proceeding of Committees**. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.
- 6.3 Quorum and Manner of Acting. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.
- 6.4 Resignation and Removal. A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.
- 6.5 <u>Vacancies</u>. If a vacancy occurs in a committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 <u>Indemnification</u>. In addition to the indemnification provisions and requirements set forth in the Declaration, no Director, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Director, officer, or committee member performed for or on

behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Director, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Directors, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

- 7.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Directors or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Directors, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 7.3 <u>Settlement by Association</u>. The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII AMENDMENTS

- 8.1 Amendments by Declarant. During the Declarant Control Period, the Declarant acting alone may amend the Bylaws for any reason, without Owner approval. No other amendment shall be valid or enforceable during the Declarant Control Period unless the Declarant has given written consent to such amendment. Any amendment during the Declarant Control Period shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Davis County Recorder.
- 8.2 Amendments by Association. After termination of the Declarant Control Period and Declarant has sold all of the Lots to third parties, the Bylaws may be amended by the Owners upon the affirmative vote of more than a majority of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Davis

County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Owner signature shall be required. No amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE IX MISCELLANEOUS PROVISIONS

- 9.1 <u>Waiver</u>. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 9.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.
- 9.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association.

DATED this 17 day of JUNE	, 20 <u>2e</u> .
	DECLARANT - CW THE RIDGE, LLC A Utah Limited Liability Company
	ву: Солу
	Its: AUTHORIZED REARCSENTATINE
State of Utah)	
) ss.	
County of DAVIS	
On the 17 day of June	, 202c, personally appeared before me
COUN H. WRIGHT who by me	e being duly sworn, did say that she/he is an
authorized representative of CW The Ridg	e, LLC, and that the foregoing instrument is signed
on behalf of said company and executed v	with all necessary authority.

TONY HILL

Notary Public, State of Utah

Commission #711935

My Commission Expires
05/07/2024

Notary Public _____

EXHIBIT A

[Legal Description]

ALL OF PARCEL A, RIDGE SUBDIVISION PUD, THE. CONT. 7.42000 ACRES	Parcel ID: 015060351
ALL OF PARCEL B, RIDGE SUBDIVISION PUD, THE. CONT. 0.52000 ACRES	Parcel ID: 015060352
ALL OF PARCEL C, RIDGE SUBDIVISION PUD, THE. CONT. 4.96000 ACRES	Parcel ID: 015060353
ALL OF PARCEL D, RIDGE SUBDIVISION PUD, THE. CONT. 8.07000 ACRES	Parcel ID: 015060354

ALL OF LOT 101, RIDGE SUBDIVISION PUD, THE. CONT. 0.19000 ACRES. Parcel ID: 015060101 ALL OF LOT 102, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060102 ALL OF LOT 103, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060103 ALL OF LOT 104, RIDGE SUBDIVISION PUD, THE. CONT. 0.19000 ACRES. Parcel ID: 015060104 ALL OF LOT 105, RIDGE SUBDIVISION PUD, THE. CONT. 0.19000 ACRES. Parcel ID: 015060105 ALL OF LOT 106, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES. Parcel ID: 015060106 ALL OF LOT 107, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES. Parcel ID: 015060107 ALL OF LOT 108, RIDGE SUBDIVISION PUD, THE. CONT. 0.17000 ACRES. Parcel ID: 015060108 ALL OF LOT 109, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060109 ALL OF LOT 110, RIDGE SUBDIVISION PUD, THE. CONT. 0.29000 ACRES. Parcel ID: 015060110 ALL OF LOT 111, RIDGE SUBDIVISION PUD, THE. CONT. 0.33000 ACRES. Parcel ID: 015060111 ALL OF LOT 112, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060112 ALL OF LOT 113, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060113 ALL OF LOT 114, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060114 ALL OF LOT 115, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060115 ALL OF LOT 116, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060116 ALL OF LOT 117, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES. Parcel ID: 015060117 ALL OF LOT 118, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060118 ALL OF LOT 119, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060119 ALL OF LOT 120, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060120 ALL OF LOT 121, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060121 ALL OF LOT 122, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060122 ALL OF LOT 123, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060123 ALL OF LOT 124, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060124 ALL OF LOT 125, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060125 ALL OF LOT 126, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060126 ALL OF LOT 127, RIDGE SUBDIVISION PUD, THE. CONT. 0.17000 ACRES. Parcel ID: 015060127 ALL OF LOT 128, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES. Parcel ID: 015060128 ALL OF LOT 129, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES. Parcel ID: 015060129 ALL OF LOT 130, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES. Parcel ID: 015060130 ALL OF LOT 131, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES. Parcel ID: 015060131 ALL OF LOT 132, RIDGE SUBDIVISION PUD, THE, CONT. 0.11000 ACRES. Parcel ID: 015060132 ALL OF LOT 133, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES. Parcel ID: 015060133 ALL OF LOT 134, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060134 ALL OF LOT 135, RIDGE SUBDIVISION PUD, THE. CONT. 0.15000 ACRES. Parcel ID: 015060135 ALL OF LOT 136, RIDGE SUBDIVISION PUD, THE. CONT. 0.15000 ACRES. Parcel ID: 015060136 ALL OF LOT 137, RIDGE SUBDIVISION PUD, THE. CONT. 0.15000 ACRES. Parcel ID: 015060137 ALL OF LOT 138, RIDGE SUBDIVISION PUD, THE. CONT. 0.15000 ACRES. Parcel ID: 015060138

ALL OF LOT 139, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.150	00 ACRES.	Parcel ID: (015060139
ALL OF LOT 140, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.150	00 ACRES.	Parcel ID: (015060140
ALL OF LOT 141, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.130	00 ACRES.	Parcel ID: 0	015060141
ALL OF LOT 142, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.150	00 ACRES.	Parcel ID: (015060142
ALL OF LOT 143, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.170	00 ACRES.	Parcel ID: (015060143
ALL OF LOT 144, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.190	00 ACRES.	Parcel ID: (015060144
ALL OF LOT 145, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.290	00 ACRES.	Parcel ID: 0	015060145
ALL OF LOT 146, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.360	00 ACRES.	Parcel ID: 0	015060146
ALL OF LOT 147, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.310	00 ACRES.	Parcel ID: 0	015060147
ALL OF LOT 148, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.310	00 ACRES.	Parcel ID: (015060148
ALL OF LOT 149, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.170	00 ACRES.	Parcel ID: 0	015060149
ALL OF LOT 150, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.170	00 ACRES.	Parcel ID: (015060150
ALL OF LOT 151, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.120	00 ACRES.	Parcel ID: 0	015060151
ALL OF LOT 152, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.110	00 ACRES.	Parcel ID: (015060152
ALL OF LOT 153, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.110	00 ACRES.	Parcel ID: 0	015060153
ALL OF LOT 154, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.110	00 ACRES.	Parcel ID: (015060154
ALL OF LOT 155, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.110	00 ACRES.	Parcel ID: (015060155
ALL OF LOT 156, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.110	00 ACRES.	Parcel ID: 0	015060156
ALL OF LOT 157, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.190	00 ACRES.	Parcel ID: 0	015060157
ALL OF LOT 158, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.230	00 ACRES.	Parcel ID: 0	015060158
ALL OF LOT 159, RID	GE SUBDIVISION	PUD, THE.	CONT. 0.190	00 ACRES.	Parcel ID: 0	015060159

ALL OF LOT 201, RIDGE SUBDIVISION PUD, THE. CONT. 0.32000 ACRES. Parcel ID: 015060201 ALL OF LOT 202, RIDGE SUBDIVISION PUD, THE. CONT. 0.32000 ACRES. Parcel ID: 015060202 ALL OF LOT 203, RIDGE SUBDIVISION PUD, THE. CONT. 0.35000 ACRES. Parcel ID: 015060203 ALL OF LOT 204, RIDGE SUBDIVISION PUD, THE. CONT. 0.26000 ACRES. Parcel ID: 015060204 ALL OF LOT 205, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060205 ALL OF LOT 206, RIDGE SUBDIVISION PUD, THE. CONT. 0.28000 ACRES. Parcel ID: 015060206 ALL OF LOT 207, RIDGE SUBDIVISION PUD, THE. CONT. 0.28000 ACRES. Parcel ID: 015060207 ALL OF LOT 208, RIDGE SUBDIVISION PUD, THE. CONT. 0.28000 ACRES. Parcel ID: 015060208 ALL OF LOT 209, RIDGE SUBDIVISION PUD, THE. CONT. 0.31000 ACRES. Parcel ID: 015060209 ALL OF LOT 210, RIDGE SUBDIVISION PUD, THE. CONT. 0.63000 ACRES. Parcel ID: 015060210 ALL OF LOT 211, RIDGE SUBDIVISION PUD, THE. CONT. 0.73000 ACRES. Parcel ID: 015060211 ALL OF LOT 212, RIDGE SUBDIVISION PUD, THE. CONT. 0.36000 ACRES. Parcel ID: 015060212 ALL OF LOT 213, RIDGE SUBDIVISION PUD, THE. CONT. 0.26000 ACRES. Parcel ID: 015060213 ALL OF LOT 214, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060214 ALL OF LOT 215, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060215 ALL OF LOT 216, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060216 ALL OF LOT 217, RIDGE SUBDIVISION PUD, THE. CONT. 0.27000 ACRES. Parcel ID: 015060217 ALL OF LOT 218, RIDGE SUBDIVISION PUD, THE. CONT. 0.33000 ACRES. Parcel ID: 015060218 ALL OF LOT 219, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES. Parcel ID: 015060219 ALL OF LOT 220, RIDGE SUBDIVISION PUD, THE. CONT. 0.13000 ACRES. Parcel ID: 015060220 ALL OF LOT 221, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES. Parcel ID: 015060221 ALL OF LOT 222, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES. Parcel ID: 015060222 ALL OF LOT 223, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES. Parcel ID: 015060223 ALL OF LOT 224, RIDGE SUBDIVISION PUD, THE, CONT. 0.12000 ACRES. Parcel ID: 015060224

ALL OF LOT 225, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES.	Parcel ID: 015060225
ALL OF LOT 226, RIDGE SUBDIVISION PUD, THE. CONT. 0.13000 ACRES.	Parcel ID: 015060226
ALL OF LOT 227, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES.	Parcel ID: 015060227
ALL OF LOT 228, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES.	Parcel ID: 015060228
ALL OF LOT 229, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES.	Parcel ID: 015060229
ALL OF LOT 230, RIDGE SUBDIVISION PUD, THE. CONT. 0.11000 ACRES.	Parcel ID: 015060230
ALL OF LOT 231, RIDGE SUBDIVISION PUD, THE. CONT. 0.14000 ACRES.	Parcel ID: 015060231
ALL OF LOT 232, RIDGE SUBDIVISION PUD, THE. CONT. 0.16000 ACRES.	Parcel ID: 015060232
ALL OF LOT 233, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES.	Parcel ID: 015060233
ALL OF LOT 234, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES.	Parcel ID: 015060234
ALL OF LOT 235, RIDGE SUBDIVISION PUD, THE. CONT. 0.12000 ACRES.	Parcel ID: 015060235
ALL OF LOT 236, RIDGE SUBDIVISION PUD, THE. CONT. 0.13000 ACRES.	Parcel ID: 015060236
ALL OF LOT 237, RIDGE SUBDIVISION PUD, THE. CONT. 0.25000 ACRES.	Parcel ID: 015060237
ALL OF LOT 238, RIDGE SUBDIVISION PUD, THE. CONT. 0.31000 ACRES.	Parcel ID: 015060238
ALL OF LOT 239, RIDGE SUBDIVISION PUD, THE. CONT. 0.29000 ACRES.	Parcel ID: 015060239
ALL OF LOT 240, RIDGE SUBDIVISION PUD, THE. CONT. 0.23000 ACRES.	Parcel ID: 015060240
ALL OF LOT 241, RIDGE SUBDIVISION PUD, THE. CONT. 0.22000 ACRES.	Parcel ID: 015060241
ALL OF LOT 242, RIDGE SUBDIVISION PUD, THE. CONT. 0.19000 ACRES.	Parcel ID: 015060242
ALL OF LOT 243, RIDGE SUBDIVISION PUD, THE. CONT. 0.24000 ACRES.	Parcel ID: 015060243
ALL OF LOT 244, RIDGE SUBDIVISION PUD, THE. CONT. 0.26000 ACRES.	Parcel ID: 015060244

ALL OF LOT 301, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060301 ALL OF LOT 302, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060302 ALL OF LOT 303, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060303 ALL OF LOT 304, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060304 ALL OF LOT 305, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060305 ALL OF LOT 306, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060306 ALL OF LOT 307, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060307 ALL OF LOT 308, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060308 ALL OF LOT 309, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060309 ALL OF LOT 310, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060310 ALL OF LOT 311, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060311 ALL OF LOT 312, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060312 ALL OF LOT 313, RIDGE SUBDIVISION PUD, THE, CONT. 0.03000 ACRES. Parcel ID: 015060313 ALL OF LOT 314, RIDGE SUBDIVISION PUD, THE, CONT. 0.03000 ACRES. Parcel ID: 015060314 ALL OF LOT 315, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060315 ALL OF LOT 316, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060316 ALL OF LOT 317, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060317 ALL OF LOT 318, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060318 ALL OF LOT 319, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060319 ALL OF LOT 320, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060320 ALL OF LOT 321, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060321 ALL OF LOT 322, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060322 ALL OF LOT 323, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060323 ALL OF LOT 324, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060324 ALL OF LOT 325, RIDGE SUBDIVISION PUD, THE. CONT. 0.03000 ACRES. Parcel ID: 015060325

ALL OF LOT 326,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060326
ALL OF LOT 327,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060327
ALL OF LOT 328,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060328
ALL OF LOT 329,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060329
ALL OF LOT 330,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060330
ALL OF LOT 331,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060331
ALL OF LOT 332,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060332
ALL OF LOT 333,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060333
ALL OF LOT 334,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060334
ALL OF LOT 335,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060335
ALL OF LOT 336,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060336
ALL OF LOT 337,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060337
ALL OF LOT 338,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060338
ALL OF LOT 339,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060339
ALL OF LOT 340,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060340
ALL OF LOT 341,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060341
ALL OF LOT 342,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060342
ALL OF LOT 343,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060343
ALL OF LOT 344,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060344
ALL OF LOT 345,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	5. Parcel ID: 015060345
ALL OF LOT 346,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060346
ALL OF LOT 347,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060347
ALL OF LOT 348,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060348
ALL OF LOT 349,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	Parcel ID: 015060349
ALL OF LOT 350,	, RIDGE SUBDIVISIO	N PUD, THE. CONT. 0.03000 ACRES	S. Parcel ID: 015060350