

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

DOC # 20220023294

Bylaws Page 1 of 12  
Gary Christensen Washington County Recorder  
04/26/2022 03:07:05 PM Fee \$ 40.00  
By TERRAWEST MANAGEMENT SERVICES



## BYLAWS OF CANYON COVE LEISURE HOMES OWNERS ASSOCIATION

(A Utah Nonprofit Corporation)

THESE AMENDED BYLAWS OF CANYON COVE LEISURE HOMES OWNERS ASSOCIATION (“Bylaws”) replace the Initial Bylaws that were signed in 1998 and are effective upon recording in the Washington County Recorder's Office pursuant to the Utah Community Association Act (U.C.A. 57-8a 216) and the Utah Revised Nonprofit Corporation Act (U.C.A. 16-6a).

### ARTICLE I NAME AND LOCATION

**Name.** The name of the corporation is Canyon Cove Leisure Homes Owners Association, hereafter referred to as the Association.

**Principal Office.** The principle office of the Association shall be located at the Clubhouse, (Unit 68), 1050 W Red Hills Parkway, Washington, Utah 84780, until changed by resolution of the Board of Trustees. Meetings of members and Trustees may be held at such places within the County of Washington, State of Utah, as may be designated by the Board of Trustees.

### ARTICLE II DEFINITIONS

**Section 1. Articles.** shall mean and refer to the Articles of Incorporation of Canyon Cove Leisure Homes Owners Association, a Utah nonprofit corporation.

**Section 2. Association.** shall mean and refer to the Canyon Cove Leisure Homes Owners Association, a Utah nonprofit corporation which was organized by the recording of the Declaration and filing of the Articles.

**Section 3. Assessments.** shall mean any charge imposed or levied by the Association against Lots including but not limited to those related to common area expenses as well as miscellaneous special assessments all as provided in the Declaration or these Bylaws.

**Section 4. Board of Trustees.** or the Board shall mean and refer to the Board of Trustees of the Association.

**Section 5. Declaration.** shall mean the Declaration of Covenants, Conditions, and Restrictions for Canyon Cove Leisure Homes Owners Association and amendments to such (Initial filing: Entry No. 0044099 August 13, 1993 with the Washington County Utah Recorders Office).

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**Section 6. Property or Properties.** shall mean and refer to all real property which becomes subject to the Declaration together with such other real property as may hereafter be annexed thereto under the provisions of the Declaration.

**Section 7. Plat or Map.** shall mean and refer to any of the 127 separately numbered and individually described Lots on the Canyon Cove Leisure Home Community Phase 1, 2A, 2B, 2C, 3,4,5 and 6 and/or any replacements thereof, or additions thereto.

**Section 8. Lot.** means a separately numbered and individually described plot of land shown on the plat designated for private ownership, but specifically excluded the common and limited common areas.

**Section 9. Townhome.** means a single family dwelling, with or without walls or roofs in common with other single family dwelling lots. "Townhome" includes fee title to the real property lying directly beneath the single family dwelling, within lot boundary lines.

**Section 10. Common Area.** means that portion of property owned by the Association, shown on the plat as dedicated to the common use and enjoyment of the owners.

**Section 11. Limited Common Area.** Means the portion of property owned by the association, shown on the plat as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant. Limited Common Area is subject to rights of the Association set forth in this Declaration.

**Section 12. Member.** shall mean and refer to every person or entity that holds membership in the Association. Only Lot Owners are Members. Membership shall be granted to each Lot Owner. In the case where there are multiple Owners of a Lot, or an entity holds ownership, there shall be a designated Member to represent the Owners of the Lot. In all cases, there shall be only (1) Member per Lot. If co-owners cannot agree upon a designated member, that lot shall have no vote. There are 127 Lots and thus, 127 Members

**Section 13. Owner.** shall mean and refer to the person or entity that is the Owner of a fee title to a Lot within the Project as established by the office of the County Recorder of Washington County, Utah. "Owner" shall not include a person or entity that holds an interest in a Lot merely as security for the performance of an obligation. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "owner".

**Section 14. Subdivision or Development or Project.** Shall mean and refer to the Canyon Cove Leisure Homes Owner Association Phases 1, 2A, 2B, 2C, 3, 4, 5 and 6 as further defined by the Declaration.

**Section 15. Trustee.** shall mean the governing body of the Association. Board of Trustees.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** every owner is a member of the Association. The term "owner" includes contract purchases but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from lot ownership. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

**Section 2 Voting Rights.** The Association has one voting membership. All owners are members of the Association and are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be one member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

**Section 3 Qualification for Membership.** No person, persons, entity or entities shall exercise the right of membership until satisfactory proof has been furnished to the secretary of the Association of qualification as a member, or nominee of a member, pursuant to the terms of the Articles of Incorporation and the Bylaws. Such proof may consist of a copy of a dully executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed to title insurance policy.

**Section 4 Suspension of Membership.** The rights of membership are subject to the payment of annual and special assessments levied by the Association. If a member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after the same shall become due and payable, the voting rights of such member may be suspended by the Board of Trustees until such assessment has been paid. Rights of a member may also be suspended for violation of any of the use restrictions. Rights of a member also may be suspended after notice and hearing, for infraction of any published rules and regulations established by the Board of Trustees governing the use of the services, facilities or equipment of the Association, for a period determined by the Board of Trustees.

**ARTICLE IV**  
**MEETINGS OF MEMBERS**

**Section 1. Annual Meeting.** An annual meeting of the Members shall be held during the month of March of each year at a date and time established by the Board. The purpose of the annual meeting shall be the election of the Trustees and the transaction of such other business as may come before the membership. The Trustees may by Resolution change the month of the meeting if necessary.

**Section 2. Special Meeting.** A special meeting of the Members for any purpose or purposes may be called by the President, by a majority of the Board, or upon written request of the Members holding at least one-fourth (1/4) of all of the votes 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

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

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 thirty (30) days of receipt of the request.

**Section 3. Place of Meeting.** The Board may designate any place within Washington County, Utah, as the place for any annual meeting or special meeting called by the Association. If no designation is made the place of meeting shall be the registered office of the Association.

**Section 4. Notice of Meetings.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least (30) thirty days prior to the meeting date. Such notice shall be deemed to have been properly furnished if hand-delivered, emailed, or mailed postage prepaid within the required time period to the person who appears as a Member, at the latest address for such person appearing in the records of the Association at the time of emailing or mailing.

**Section 5 Waiver of Notice.** The notice provided for hereinabove is not indispensable and any meeting of the members shall be deemed validly called for all purposes if all members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those members not so represented or not given such notice. The attendance of any member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

**Section 6. Quorum.** Except as otherwise provided in the Articles, or by law, the Members present in person or by proxy after proper notice of the annual meeting or special meeting shall be twenty percent of the membership (20%) to constitute a quorum of the Members. In the case of a meeting to change the basis and maximum of assessments, to make assessments in excess of said maximum, or to levy a special or additional assessment, the presence at the meeting or of proxies needs to be sixty percent (60%) of the membership to constitute a quorum.

If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Proxies.** At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven months from the date of its execution.

**Section 8. Voting.** If a quorum is present, the affirmative vote of the majority of the members represented at the meeting shall be the act of all the members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles of Incorporation of the Association or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business before a meeting shall be by ballot, but otherwise such vote need not be by ballot.

**Section 9. Procedure.** The order of business and all other matters of procedure at every meeting of member shall be determined by the presiding officer.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE V**  
**BOARD OF TRUSTEES – SELECTION: TERM OF OFFICE**

**Section 1 Number.** The property, affairs, and business of the Association shall be governed and managed by a Board of Trustees composed of at least three (3), five (5) or seven (7) Trustees. The number of persons constituting the whole Board of Trustees to be fixed from time to time by resolution of the Board of Trustees. A Trustee shall be a Member of the Association in good standing.

**Section 2 Term of Office.** At each annual meeting, the members shall elect Trustees for terms of two (2) years, with an odd number of Trustees (at least two less than the entire Board) elected in odd-numbered years and an even number of Trustees elected in even-numbered years. There is no limit to the number of terms a person can serve on the Board of Trustees.

**Section 3 Resignation and Removal.** A Trustee may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Trustee 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 at least fifty one percent (51%) of the voting interests of the Association. A Trustee may also be removed by the affirmative vote of a majority of the other Trustees if he or she, misses either three (3) regularly scheduled Board meetings or fails to handle their assigned duties.

**Section 4 Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board by reason of the death, resignation, disqualification, or removal by the other Trustees as provided in Section 3 above, the Trustees then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Trustees then in office, though less than a quorum. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Owners may be filled by election by the Owners at the meeting at which such Trustee is removed. Any Trustee 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, Trustees shall continue to serve until their successors are elected.

**Section 5 Compensation.** The Board may provide by resolution that the Trustees shall be paid their expenses, if any, by attendance at each meeting of the Board. The Trustees shall not be paid any salary or other compensation for their services as Trustees and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their status as Trustees; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of such duties as a Trustee to the extent such expenses are approved by a majority of the Board.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

## **ARTICLE VI** **NOMINATION AND ELECTION OF TRUSTEES**

**Section 1. Nomination.** Nomination for election to the Board of Trustees shall be made from a Nominating Committee established by the Board of Trustees and from the floor at the annual meeting.

**Section 2. Election of Trustees.** The Trustees shall be elected by the Members at the annual meeting of the Association. Elections to the Board of Trustees may be made by secret written ballot. At such 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 Articles, these Bylaws, and the Declaration.

**Section 3. Voting by Mail.** Election of Trustees may be handled by mail voting in the following manner, which may be, at the determination of the Board, the sole method of voting or used in conjunction with in-person voting. Ballots shall be sent to each member by the corporate secretary not more than sixty (60) days and not fewer than thirty (30) days before the date set for election. Ballots shall instruct member to seal their ballot in a ballot envelope and then place the sealed envelope into a larger envelope along with a signed paper, provided by the secretary, identifying the member whose vote is contained in the inner envelope. Ballots may be delivered to the secretary in person or by mail. Upon receiving the ballots, the corporate secretary shall open the outer envelope, remove the identification paper and record which members have voted. The identification paper and outer envelope shall then be separated from the ballot envelope. The ballot envelope shall be retained by the secretary until opened on the election date.

## **ARTICLE VII** **MEETINGS OF TRUSTEES**

**Section 1. Regular Meetings.** The first meeting of the Board of Trustees will follow the annual meeting of the members. Thereafter, regular meetings of the Board of Trustees shall be held at such date, time and place as may be determined from time to time by the Board of Trustees. Written notification of each regular Board meeting shall be delivered or mailed to all Trustees at least seven (7) days prior to any regular Board Meeting. Members that ask for notification of the board meeting shall be notified of the date, time and place of the meetings.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees may be called by or at the request of the President or a majority of the Board. The person or persons calling a special meeting of the Board may fix any place within the State of Utah as the place for holding such meeting.

**Section 3. Quorum.** A majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Trustees at a meeting at which a quorum is present shall constitute the act of the Board of Trustees unless the act of a greater number is required by law.

**Section 4. Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all the Trustees. Any action so taken shall have the same effect as though taken at a meeting of the Trustees. Actions taken outside a meeting will be ratified and recorded at the next board meeting.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.** The Board of Trustees shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the equipment and facilities of the Association and to establish reasonable admission and other fees for the use thereof;
- (b) Suspend the voting rights and any other rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in violation of any of the use restrictions. Such right may also be suspended for infraction of any published rules and regulations after notice and hearing;
- (c) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;
- (d) Borrow money for the purpose of improving the common area, and in aid thereof to mortgage said property, such mortgage to be subordinate to the rights of the owners;
- (e) With the approval of sixty-seven percent (67%) of the owners, to sell, exchange, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority or utility;
- (f) Enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
- (g) Grant easements for water, sewer, gas, telephone, electricity and drainage;
- (h) Levy and collect assessments as more fully outlined in the Declaration;
- (i) Purchase insurance as outlined in the Declaration;
- (j) Appoint an Architectural Control Committee;
- (k) Appoint arbitrators to resolve party wall disputes;
- (l) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles on Incorporation or Declaration; and
- (m) Enforce and administer the Declaration of Covenants, Conditions and Restrictions recorded as affecting the properties.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**Section 2. Duties.** It shall be the duty of the Board of Trustees to:

(a) Act within thirty (30) days upon any request for approval or disapproval submitted pursuant to the Declaration of Covenants, Conditions and Restrictions;

(b) 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-half (1/2) of the Members who are entitled to vote;

(c) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(d) Prepare a roster of the properties and the assessments applicable thereto;

(e) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(f) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(g) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same;

(h) Furnish a certificate upon demand, and for a reasonable charge, signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid;

(i) Maintain an adequate reserve fund for maintenance, repairs and replacement of any elements of the common or limited common areas which must be replaced on a regular basis;

(j) Publish and adhere to policies and procedures which fulfill the intent of providing housing for persons over the age of fifty-five, including verification of the age of all occupants of the properties; and

(k) Maintain the physical accessibility of the common areas for older persons.



After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE IX**  
**OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The Officers of this Association shall be a President, and a Vice President, who shall at all times be members of the Board of Trustees, a Secretary, and a Treasurer, who need not be members of the Board of Trustees nor of the Association, and such other officers as the Board may from time to time create by resolution.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, for time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, or any officer of the Board. Such resignation shall take effect of the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective.

**Section 6. 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 he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 4 of this article.

**Section 8. Duties.** The duties of the officers are as follows:

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

**(b) Vice President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

**(c) Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses, and shall perform such other duties as required by the Board.

**(d) Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Trustees; sign all checks and promissory notes of the Association; maintain a roster of properties, assessments and payments, keep proper books of account; issue certificates of payment of assessments, notify the Trustees of members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting; and deliver a copy of the budget and statement to the members at said meeting.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**Section 9. Compensation.** No salary or other compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefore.

## **ARTICLE X** **FINANCIAL MATTERS**

**Section 1. Depositories.** The Board of Trustees shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board or in these Bylaws.

**Section 2 Contracts: Management Contract.** The Board of Trustees may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Trustees, no officer, agent or employee shall have any power or authority to bind the Association by any contract to engagement or to pledge its credit or render it liable for any purpose or for any amount.

**Section 3 Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year. Any change to the fiscal year shall be determined by the Board of Trustees of the Association.

**Section 4 Annual Report.** The Board of Trustees shall present at the annual meeting of the members the report of the treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Trustees shall provide all members, at the expense of the Association, copies of said annual budget and statement of income and expense. The information may be provided electronically unless a member specifically asks for a paper copy.

**Section 5 Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, the Declarations or Covenants, Conditions and Restrictions (CC&R), and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE XI**  
**INDEMNIFICATION OF TRUSTEES AND OFFICERS**

Each Trustee and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Trustee or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Trustee or officer; and the Association shall reimburse each such person for all legal expenses reasonable incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

The right of indemnification hereinabove provided for shall not be exclusive of any right to which any Trustee or officer of the Association may otherwise be entitled by law.

**ARTICLE XII**  
**RULES AND REGULATIONS**

The Board of Trustees shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the property, equipment, facilities and utility systems of the Association, and the Board of Trustees may alter from time to time such rules and regulations. The members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees and others over whom they may exercise control or supervision. The Trustees may levy a fine or penalty against any owner who fails to refrain from violation of the Declaration or a rule of the Association as outlined in a Fine Resolution developed by the Board.

**ARTICLE XIII**  
**DISSOLUTION OF ASSOCIATION**

Members may exercise their authority to dissolve the Association by collecting the signatures of seventy five percent (75%) of the members in the Association. These signatures must be presented to the Board of Trustees whereupon additional paperwork and requirements will be filed with the State of Utah in accordance with current law and regulations.

After recording send to:  
TerraWest Management Services  
619 S Bluff Street Tower I, Suite 201  
St. George, Utah 84770

**ARTICLE XIII  
AMENDMENTS**

**Section 1. Amendments.** These Bylaws may be altered, amended, repealed or added to by the vote of the Board of Trustees of the Association at any regular meeting of said Board or at a special meeting called for that purpose. These Bylaws and any amendments thereto may also be amended, altered or replaced by the members at any annual or special meeting of the members.

**Section 2. Conflict.** In the case of any conflict between the Articles and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 3 Recording.** These Bylaws amend and completely replace all bylaws, and any amendments thereto, adopted by the Association prior to the date of these Bylaws. The original Bylaws of the Association were prepared by the Declarant on January 20, 1998 but never filled in Washington County, State of Utah. This document was prepared for the express reason so the Bylaws could be recorded.

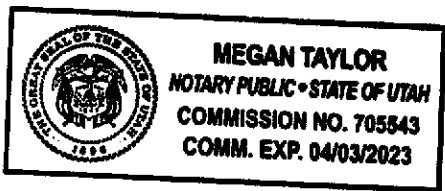
**IN WITNESS WHEREOF,** We, being the current Trustees of the Canyon Cove Leisure Homes Owners Association have hereunto set our hands to these amended Bylaws to be adopted as of April 26, 2022.

**CANYON COVE LEISURE HOMES OWNERS ASSOCIATION**

BY: Cheryl Russell  
TITLE: President

STATE OF UTAH )  
 )ss:  
COUNTY OF WASHINGTON )

On the 26<sup>th</sup> day of April 2022, personally appeared before me Cheryl Russell, who by me being duly sworn, did say that she is the President of Canyon Cove Leisure Homes Owners Association, that the foregoing instrument was approved by the current Board of Trustees.



Megan Taylor  
Notary Public