

**Amended and Restated Bylaws
of
Copper Rock Community Homeowner's Association**

These Amended and Restated Bylaws of the Copper Rock Community Owners Association (the "**Master Association**"), are hereby adopted by the Board of Directors of the Master Association pursuant to the Utah Nonprofit Corporation Act and the Utah Community Association Act.

RECITALS

- A. The Master Association was incorporated as a Utah non-profit corporation for the purposes of: (i) serving its Members by acting to preserve, protect, and enhance property values within Copper Rock Community, a master planned community located in Hurricane City, Washington County, Utah; (ii) managing and maintaining Master Association property for the benefit of the Members; and (iii) exercising the rights and powers and to perform the duties and obligations of a property owners association in accordance with the Master Association's Governing Documents and applicable law, as each may be amended from time to time.
- B. The Master Association relates to the following described real property in Washington County, Utah, together with such annexations and additions thereto as may hereafter be subjected to the Master Declaration:

Property # 1:

All of Lots 1 through 20, inclusive, of Cliff View Estates Phase 1 Subdivision At Copper Rock, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

APNs: H-CLF-1-1 through -20

Property # 2:

All of Lots 1 through 10, inclusive, of Golf View Estates Phase 1 Subdivision At Copper Rock, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

APNs: H-GVE-1-1 through -10

Property # 3:

All of Lots 11 through 36, inclusive, of Golf View Estates Phase 2 Subdivision At Copper Rock, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

APNs: H-GVE-2-11 through -36

Property # 4:

All of Lots 1 through 16, inclusive, all of Lots 28 through 31, inclusive, all of Lots 35 and 36, and the Lift Station Parcel, of North Slope at Copper Rock Phase 1 Subdivision, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

APNs: H-CRNS-1-1 through -16, -28 through -31, -35, -36, and H-CRNS-1-LIFT

Property # 5:

All of Lots 17 through 27, inclusive, all of Lots 32 through 34, inclusive, and all of Lots 37 through 58, inclusive, of North Slope at Copper Rock Phase 2 Subdivision, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

APNs: H-CRNS-2-17 through -27, -32 through -34, -37 through -58

- C. The original Bylaws were recorded July 31, 2020 in the office of the Washington County Recorder as Entry No. 20200040231.
- D. These Amended and Restated Bylaws do hereby supersede and replace the original Bylaws.
- F. These Amended and Restated Bylaws were duly adopted by the Board of Directors of the Copper Rock Community Homeowner's Association.
- G. These Amended and Restated Bylaws are adopted to complement the Master Declaration, further define the rights of the Members, govern the procedures to be followed by the Master Association and the Board of Directors, and to satisfy the requirements of the Utah Community Association Act.

ARTICLE 1
OFFICES AND REGISTERED AGENT

1.1. Principal Office. The principal office of the Master Association shall be located in Washington County, Utah, at such place as the Board shall designate. The initial principal office shall be located at 1971 West Copper Rock Parkway, Hurricane, Utah 84737. The location of the principal office may be changed by resolution of the Board of Directors.

1.2. Registered Office and Agent. The registered office and agent of the Master Association, as required by Section 501 of the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 et seq. (the "Act"), is Kenneth C. Knudson, 95 East 2400 North Parkway, Cedar City, Utah, 84721. The registered agent and registered office may be changed from time to time by the Board as provided in the Act.

ARTICLE 2

DEFINITIONS

Except as otherwise provided herein, the definitions set forth in the Master Declaration of Covenants, Conditions, and Restrictions of the Copper Rock Development (“**Master Declaration**”) and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws. The original Master Declaration For Copper Rock Golf Course Community was recorded July 22, 2020 in the office of the Washington County Recorder as Document # 20200038015. An Amended and Restated Master Declaration For Copper Rock Golf Course Community was adopted of even date herewith and concurrently recorded in the office of the Washington County Recorder.

ARTICLE 3 **MEMBERSHIP AND VOTING RIGHTS**

3.1. **Membership.** The Master Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Master Declaration.

3.2. **Voting Rights.** Voting rights shall be as set forth in the Master Declaration.

3.3. **Evidence of Membership.** No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Master 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 duly executed and acknowledged warranty deed or title insurance policy showing such person, persons, entity or entities, or the person nominating him or her 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 or title insurance policy.

3.4. **Suspension of Membership.** The rights of membership are subject to the payment of assessments and other charges levied by the Master Association. If a Member fails to make payment of any assessment or other charge levied by the Master 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 Directors until such assessment or charge has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any rules and regulations established by the Board of Directors for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments or other charges, any suspension of the rights of membership shall be pursuant to notice and hearing. The Board shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all of the relevant facts and circumstances.

ARTICLE 4 **MEETINGS OF MEMBERS**

4.1. **Annual Meetings.** There shall be no requirement to hold an annual meeting during the period of Declarant’s Class B membership (the Declarant Control Period). Thereafter, annual meetings of the Members for the election of Directors, the presentation of the annual financial report of the Master Association and for the transaction of such other business as the Board of Directors may determine, shall be held at such time and place as may be designated by the Board. If the day of the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the Master Association.

4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote on the matter for which the meeting has called, addressed to the Member's address last appearing on the books of the Master Association. In the alternative, notices of meetings may be sent via email, text message, posting on the Master Association's website. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If approved in advance by the Board, any Member may attend any meeting of the Members via teleconference or videoconference.

4.4. 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 that Member.

4.5. Quorum.

(a) General Requirements. Except as hereafter provided, and as otherwise provided in the Articles or Master Declaration, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Where the Master Declaration requires a percentage vote of all Members, the quorum required for such vote be the same as the minimum percentage vote required to approve the action which is the subject of the vote; provided however, that in calculating any such percentage, Members whose voting rights have been suspended shall not be included.

(b) Quorum for Voting Members. If the matter is one that will be voted on by Voting Members (described in the Declaration) in lieu of the Members, the presence at the meeting of a majority of Voting Members shall constitute a quorum for any action upon which such Voting Members are entitled to vote.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the vote being taken at meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease when the Membership of the Member voting by proxy has ceased.

4.7. Voting. If a quorum is present, the affirmative vote of the majority of the Members present 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 Master Declaration, by the Articles, or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

4.8. Action by Written Ballot in Lieu of Meeting. Any action authorized to be taken at any annual, regular, or special meeting may be taken by written ballot in lieu of such meeting if the ballot is delivered by or at the direction of the Secretary to each Member entitled to vote on the matter, which ballot shall: (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot must be returned in order to be counted, which date shall not be less than thirty (30) days after delivery of the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Board, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall identify such Member by Lot number. The number of votes cast by written ballot pursuant to this section shall constitute a quorum, for action on the matter. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of the Members shall be required or is necessary to obtain such consents.

4.9. Acceptance of Votes. If the name signed on any consent, written ballot, vote, waiver, proxy appointment, or proxy appointment revocation, corresponds to the name of a Member, the Master Association, acting in good faith, may accept and give effect to the same as the act of the Member, notwithstanding that the signature may not be technically correct. For example, if a Lot is owned by a trust, thereby making the trust the Member, and the individual fails to sign as "trustee," it shall not invalidate the signature or vote of the Member.

4.10. Consent Where Meeting Not Required. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of such Members shall be required or is necessary to obtain such consents.

4.11. Validity of Votes and Consents. Any consent or vote given by an Owner on any matter in the Governing Documents shall be valid for a period of ninety days, and shall be binding on any subsequent Owner who takes title of the Lot during that period of time.

4.12. Procedure; Parliamentary Rules. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Board, Robert's Rules of Order (current edition) shall govern the conduct of Master Association proceedings when not in conflict with Utah law or the Governing Documents. The Members may waive any irregularity in either notice or voting procedure.

4.13. Place of Meetings. The Board of Directors may designate the place of any annual or special meeting of the Members by fixing such place pursuant to resolution, provided, however, that such place must be within Washington County, State of Utah. If the Board of Directors makes no designation, annual and regular meetings shall be held at the Master Association's principal office. Notwithstanding the foregoing, the Board of Directors may allow Members to attend any meeting via teleconference or video conference.

4.14. Meetings of Voting Members. In any matter that the Board has designated shall be voted on by Voting Members in lieu of the Members, the meeting of such Voting Members shall be undertaken in the same manner and with the same procedures and any meeting of Members as set forth in these Bylaws.

ARTICLE 5
BOARD OF DIRECTORS

5.1. Qualifications. A Director must be a natural person of at least 18 years of age or older and, except with respect to directors appointed by the Declarant, a Member of the Master Association. In the event that a Member is not a natural person, a natural person who holds an ownership interest in the entity which is the Member may serve as a member of the Board of Directors if duly appointed or elected as provided for herein.

5.2. Number. The affairs of this Master Association shall be managed by a Board of Directors consisting of at least one qualified person. The number of directors may range from a minimum of one to a maximum of nine directors. The number of persons constituting the whole Board of Directors may be fixed from time to time within this range by resolution of the Board of Directors.

5.3. Term of Office: Staggered Terms. At the first annual meeting at which Members elect the Directors, the two persons obtaining the highest number of votes shall serve for two years and all others shall serve for one year. Thereafter, upon the expiration of the initial term of each director, his or her successor shall be elected for two-year terms. Nothing shall prevent any person from serving as a director for successive terms or more than one term if duly elected by the Members.

5.4. Removal. Any Director may be removed from the Board with cause, by a majority vote of the Members of the Master Association. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless otherwise determined by the Board. In the event of death, resignation or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor or until special election of a successor.

5.5. Compensation. No Director shall receive compensation for any service he or she may render to the Master Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or duties as a Director.

5.6. Declarant Control Period. Notwithstanding anything herein to the contrary, Directors serving during the Declarant Control Period shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. There shall be no requirement for the election of Directors as forth in Article 6 until the termination of the Declarant Control Period unless the Declarant expressly provides otherwise in writing.

ARTICLE 6
NOMINATION AND ELECTION OF DIRECTORS

6.1. Nomination. Nominations for election to the Board may be made from the floor at the annual meeting of Members. In addition, the Board of Directors may establish a nominating committee to nominate qualified Members for election to the Board. If established, the Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Master Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the Members, to serve through such annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

6.2. Election; Voting. Election to the Board of Directors shall be 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 of Incorporation and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6.3. Voting by Mail. Election of Directors 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 Secretary not more than sixty (60) days and not fewer than thirty (30) days before the date set for election. Ballots shall instruct Members 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; provided however, that ballots must be received by the Secretary prior to the election. 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.

6.4. Voting by E-Mail or Other Electronic Means. Ballots for election of Directors may be submitted by Members by email or text message voting in the following manner, as may be authorized of the Board Directors:

Whenever a completed ballot is to be sent or conveyed by a Member, it may at the option of the Member be sent via email, text message, or other electronic means established and authorized by the Board, provided that the Master Association has notified the Member of the email address, text number, or other means so established for such purpose. The Board shall establish a functionality designed to prevent duplicate and unauthorized balloting, and designed to preserve the secrecy of each ballot (except for disclosure to election judges).

ARTICLE 7

MEETINGS FOR DIRECTORS

7.1. Regular Meetings. The first meeting of the Board of Directors will follow the annual meeting of the Members at which a Board is first elected by the Members. Thereafter, regular meetings of the Board of Directors shall be held at such date, time and place as may be determined from time to time by resolution of the Board of Directors. Written notification of each regular Board meeting shall be delivered or mailed to all Directors at least seven (7) days prior to any regular Board meeting. Meetings of the Board shall be open to all Members, unless litigation or potential litigation, contract negotiation or employment or personnel matters are being discussed.

7.2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Master Association or by any two (2) Directors, after not less than two (2) days' notice to each Director.

7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles or these Bylaws.

7.4. Action Without a Meeting. Whenever the Directors are required or permitted to

take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by a majority of all Directors.

7.5. Place of Meetings. Regular or special meetings of the Board of Directors during the Declarant Control Period may be held in or out of the State of Utah. Regular or special meetings of the Board of Directors who are elected by the Members shall be held in Washington County, Utah, or Board of Directors may allow Directors to attend any meeting via teleconference or video conference.

7.6. Presence of Directors at Meetings. The Board may allow any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the meeting (i.e., videoconference or teleconference). A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

7.7. Notice of Meetings. Except for an action taken without a meeting in accordance with Utah Code § 16-6a-813, the Board of Directors may take action only at a meeting where the Members have been given notice of the meeting and the Board has otherwise complied with the open meetings provisions provided in Section 57-8a-226 of the Utah Community Association Act.

ARTICLE 8 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Master Association managed under the direction of, the Board of Directors, subject to any limitations set forth in the Master Declaration, the Act, or the Articles.

8.2. Duties. It shall be the duty of the Board of Directors to manage the affairs of the Master Association in accordance with the terms of the Act, the Articles, the Master Declaration, and these Bylaws, and other Governing Documents.

ARTICLE 9 **OFFICERS AND THEIR DUTIES**

9.1. Enumeration of Officers. The officers of this Master Association shall be a President, who shall at all times be a Member of the Board of Directors, a secretary and a treasurer, who need not be Members of the Board of Directors nor of the Master Association, and such other officers as the Boards may from time to time create by resolution.

9.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, or by unanimous written consent of the Board, following each annual meeting of the Members.

9.3. Term. The Board shall elect the officers of the Master Association annually and each shall hold office for one (1) year unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve.

9.4. Special Appointments. The Board may elect such other officers as the affairs of the Master Association 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.

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

9.6. 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 being replaced.

9.7. Multiple Offices. The same person may hold the offices of secretary and treasurer. Otherwise, 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 9.4.

9.8. Duties. The officers and their duties are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and 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 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 Master 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 Master Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Master Association; maintain a roster of all Members, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Board of Members who are delinquent in paying assessments; prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of the budget and statement to the Members at said meeting.

9.9. Compensation. Unless otherwise determined by the Board, no salary or other compensation for services shall be paid to any officer of the Master Association for services rendered by such officer, but this shall not preclude an officer of the Master Association from performing any other service for the Master Association as an employee and receiving compensation therefor.

9.10. Declarant Control Period. Officers serving during the Declarant Control Period shall serve at the pleasure of the Board and need not be elected on an annual basis as set forth herein.

ARTICLE 10

COMMITTEES

10.1. Generally. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve (or such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

10.2. Architectural Control Committee. An Architectural Control Committee composed of three (3) or more representatives may be appointed by the Directors or by the Declarant as further set forth in the Master Declaration.

10.3. Additional Committees. The Board may create such committees as it deems necessary and appropriate to perform such tasks as the Board may designate by resolution. The Board shall have the authority to appoint members of each committee it creates. Each committee shall operate in accordance with the terms of such resolution.

10.4. Neighborhood Committees.

(a) In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration, or to perform the functions of a Neighborhood Association as set forth in the Declaration. A Neighborhood Committee may advise the Board on any other issue but shall not have the authority to bind the Board. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of a majority of the Owners of Lots within the Neighborhood.

(b) Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. The Voting Member representing such Neighborhood shall be the chairperson of the Neighborhood Committee, shall preside at its meetings, and shall be responsible for transmitting any and all communications to the Board.

(c) In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board as set forth in these Bylaws. Meetings of a Neighborhood Committee shall be open to all Owners of lots in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by written consent by following the provisions of Section 4.8 or Section 4.10, as applicable, of these Bylaws.

(d) A Neighborhood Committee established pursuant to these Bylaws shall have the same powers, rights, responsibilities, duties, and authority as a Neighborhood Association.

ARTICLE 11

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Director 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 Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably 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 rights to which any Director or officer of the Association may otherwise be entitled by law.

ARTICLE 12

FINANCIAL MATTERS

12.1. **Depositories.** The Board of Directors shall select such depositories as it considers proper for the funds of the Master Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons authorized by these Bylaws or by Board resolution to sign such checks and drafts.

12.2. **Contracts; Management Contract.** The Board of Directors 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 Master Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Master Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

12.3. **Fiscal Year.** The fiscal year of the Master Association shall be determined by the Board of Directors of the Master Association.

12.4. **Annual Report.** The Board of Directors 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 Master Association during the preceding year. The Board of Directors shall provide all Members, at the expense of the Master Association, copies of such annual budget and statement of income and expense.

ARTICLE 13 **BOOKS AND RECORDS**

13.1. **Master Association Records.** The Master Association shall keep and maintain those records required by the Master Declaration, the Act, and these Bylaws. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

13.2. **Inspection of Books and Records.** The books, records, and papers of the Master Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Master Association, where copies may be purchased at reasonable cost.

ARTICLE 14 **RULES AND REGULATIONS**

The Board of Directors 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 Master Association. The Board of Directors 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 family, guests, tenants, invitees and others over whom they may exercise control or supervision.

ARTICLE 15 **AMENDMENT**

15.1. **By the Board.** These Bylaws may be altered, amended or repealed, in whole or in part, by a majority vote of the Board of Directors at any regular Board meeting or at a special Board

meeting called for that purpose.

15.2. By the Class A Members. These Bylaws and any amendments thereto may be altered, amended or repealed, in whole or in part, by a vote of sixty-six percent (66%) of the Members present at any annual meeting of the Members or at any special meeting of the Members called for that purpose.

15.3. By Declarant. Declarant has the right to unilaterally alter, amend or repeal these Bylaws, in whole or in part, for any purpose during the Declarant Control Period, with or without notice to the Class A Members. Thereafter, Declarant may unilaterally amend these Bylaws if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error.

15.4. Validity. No amendment made by the Board or the Class A Members during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amended, which consent is within Declarant's sole and absolute discretion. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any procedural challenge to an amendment must be made within six months of the effective date of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

15.5. Effective Date. Any amendment to these Bylaws shall be effective upon the date such amendment is duly adopted as provided for herein, which date the Secretary shall certify on the amended and file with the Master Association's records. Once adopted, the amendment must then be recorded in the Office of the Washington County Recorder. The Board shall provide notice to Members of any amendment to these Bylaws, however, the receipt of such notice shall not be a prerequisite to the validity of the amendment.

ARTICLE 16 **GENERAL PROVISIONS**

16.1. Notices; Electronic Notice. Any notice required to be sent under the provisions of these Bylaws shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Members are required to maintain a current mailing address with the Master Association. In the absence of specific instruction from the Member, the Member's current mailing address will be deemed to be the mailing address for the Lot owned by the Member. The Board may, by resolution, adopt a policy for notification via electronic communication or transmission (such as e-mail, text message, or posting on the Master Association's website) to Members in lieu of notice by mail. In addition, the Board may require that Members maintain a current e-mail address and text numbers with the Board for such purpose.

16.2. Dates and Times. In computing any period of time prescribed or allowed by these Bylaws, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday (either federal or Utah state), in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday. The deadline of the last day of the period so

computed shall be 5:00 P.M., Mountain Time.

16.3. Waivers. No provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce or follow it, irrespective of the number of violations which may occur.

16.4. Construction and Interpretation. These Bylaws shall be construed wherever possible as consistent with the Master Declaration and the Act. Conflicts between documents shall be resolved as set forth in the Master Declaration.

16.5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

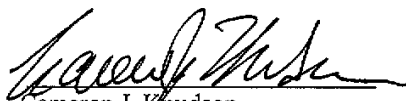
16.6. Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

* * *

CERTIFICATION

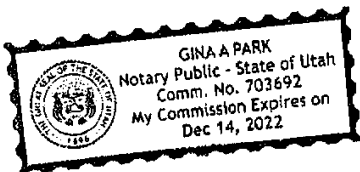
The undersigned hereby certifies that he is the duly appointed Secretary of the Copper Rock Community Homeowner's Association, a Utah non-profit corporation, and the foregoing Amended and Restated Bylaws constitute the Bylaws of said Association as duly adopted by the Board of Directors on the 30th day of August, 2021.

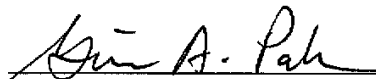
IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of September, 2021.


Cameron J. Knudson
Secretary

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On September 2, 2021, Cameron J. Knudson personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same in his capacity as Secretary of Copper Rock Community Owners Association, a Utah non-profit corporation.




Notary Public