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**DOC # 20230027119**

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**AMENDED AND RESTATED BYLAWS  
OF  
PARADISE CANYON HOMEOWNERS ASSOCIATION**

Prepared by:



Attn: Bruce C. Jenkins  
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AMENDED AND RESTATED BYLAWS  
OF  
PARADISE CANYON HOMEOWNERS ASSOCIATION

ARTICLE 1  
NAME, LOCATION, AND PURPOSE

Section 1.1 Name. The name of the corporation is Paradise Canyon Homeowners Association, hereafter referred to as the Association.

Section 1.2 Principal Office. The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division, until changed by resolution of the Board but meetings of Members and the Board may be held at such places within the State of Utah as may be designated by the Board.

Section 1.3 Purpose of Bylaws. These Amended and Restated Bylaws of Paradise Canyon Homeowners Association (the "Bylaws") are altered, amended, repealed, or added to by the Board. These Bylaws are for the regulation and management of the affairs of Paradise Canyon Homeowners Association, a Utah nonprofit corporation (the "Association"), to which reference is made in the Declaration of Covenants, Conditions, and Restrictions of Paradise Canyon, recorded in the official records of the Washington County Recorder, State of Utah, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property.

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

- Bylaws of Paradise Canyon Owners Association, recorded with the Washington County Recorder on April 27, 2000, as Document No. 00683470, in Book 1367, at Pages 0310–0319; and
- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Washington County Recorder.

Section 1.4 Controlling Laws and Instruments. These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code §§ 16-6a-101 et seq.) (the "Nonprofit Act") and the Community Association Act (Utah Code §§ 57-8a-101 et seq.) (the "Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association (the "Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time. If these Bylaws conflict with the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

Section 1.5 Registered Office and Agent. The Acts require that the Association have and continuously maintain a registered office and a registered agent in Utah. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the

Association at any time, without amendment to the Articles, by filing a statement with the Division in accordance with the Nonprofit Act.

ARTICLE 2  
DEFINITIONS

Unless otherwise specifically provided in these Bylaws, capitalized terms in these Bylaws shall have the same meaning as given to them in the Declaration.

ARTICLE 3  
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers 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 3.2 Voting Rights. Members are entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A vote cast at any Association meeting by any such co-Owners, whether in person, by ballot, 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. The Owner or Owners of each Lot shall be entitled to cast one (1) vote per Lot. There must be a consensus among said Owners in order for a vote to be cast. 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 3.3 Qualification for Membership. No party may exercise the rights of membership until proof has been furnished to the secretary that they are Owners pursuant to an instrument of title such as a Warranty or Quitclaim Deed that has been duly recorded in the Office of the Washington County Recorder.

Section 3.4 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 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 governing the use of the services, facilities, or equipment of the Association, for a period not to exceed sixty (60) days.

Section 3.5 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when put in writing, be final.

ARTICLE 4  
MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. An annual meeting shall be held for the election of Directors, the presentation of the annual financial report of the Association, and for the transaction of any other business as the Board may determine, shall be held at such time and place as the Board may designate.

Section 4.2 Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4.3 Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting (plus any time added to effectuate delivery under Section 13.9). The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter that it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, a party related to a Director, or an entity in which the Director is a trustee or has a financial interest (as set forth in § 16-6a-825 of the Nonprofit Act), if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a "proceeding" as defined in § 16-6a-102 of the Nonprofit Act; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the Properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth in Section 13.9) by the secretary or president at least ten (10) days before the Association gives notice of the special meeting (plus any time added to effectuate delivery as set forth in Section 13.9). The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

Section 4.4 Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting

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

Section 4.5 Quorum. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, the presence at the meeting of Members, present in person, by ballot, or by proxy, entitled to cast twenty percent (20%) of the votes of the Entire 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. In 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, as those assessments are defined in the Declaration, presence at the meeting of Members, in person, by ballot, or by proxy, entitled to cast sixty percent (60%) of the votes of the Entire Membership shall 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 sixty (60) days following the preceding meeting.

Section 4.6 Proxies. At all meetings of Members, each Member may vote in person, by ballot, or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot by the Member.

Section 4.7 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, the Declaration, the Articles, 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 any such vote need not be by ballot.

Section 4.8 Procedure. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer.

Section 4.9 Meeting Recordings and Minutes. The Board can decide to record any official meetings of the Members for preparation of the meeting minutes. The Board, out of courtesy, should notify all attendees and participants prior to the start of the meeting if it is recording the meeting. Any Member wanting to record the meeting should make it known to those who are part of the meeting.

Section 4.10 Action by Written Ballot.

4.10.1 Action Without a Meeting. The Association may, upon a determination of the Board or upon specific request of a Member for a special meeting of the Members, utilize ballots without a meeting to take any action that may be taken at any annual, regular, or special meeting of the Members if the Association delivers a written ballot to every Member entitled to vote on the matter. Approval by written ballot shall be valid only when (a) the time by which all ballots must be



received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.10.2 Ballots at Meetings. A written ballot may, upon a determination of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at the meeting. Any written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

4.10.3 Ballot Content. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

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

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

Section 4.11 Electronic Voting. Voting by electronic means shall be permitted, and ballots may be signed electronically as provided for in Section 4.17.

Section 4.12 Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted by: (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or officer or other person authorized to tabulate proxy votes or ballot votes: (i) a writing stating that the proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall be automatically revoked when a Member conveys or transfers the Member's Lot and the Member's membership is transferred of the membership on the books of the Association. No proxy shall be valid after the earlier of (a) the day after the meeting of the Members for which the proxy was expressly submitted; or (b) eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or casting a ballot does not affect the right of the Association to accept the proxy or count the ballot unless the secretary or other officer or agent authorized to tabulate votes receives notice of the death or incapacity before the proxy is exercised or the ballot is counted.

Section 4.13 Written Consents Without a Meeting. Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one (1) or more written consents, setting forth the action

taken, are signed by all of the Members entitled to vote with respect to the subject matter of the action. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section 4.12 is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronic transmission or other form of communication providing the Association with a complete copy of the written consent, including: (a) the date the written consent was sent and (b) the signature (including electronic signatures as provided in Section 4.17).

Section 4.14 Telecommunications. Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section 4.13 is considered to be present in person at the meeting.

Section 4.15 Adjournment of Member Meetings. Members present in person or represented by proxy at any meeting, whether or not there is a quorum, may adjourn the meeting from time to time. If the meeting is adjourned, the Board shall give notice of the new date, time, and place of the meeting, and at that meeting, the Members who are present in person or represented by proxy or ballot shall constitute a quorum, except as otherwise provided in the Declaration or the Articles. No such subsequent meeting may be held more than forty-five (45) days after preceding meeting at which a quorum was not present.

Section 4.16 Expenses of Meetings. The Association shall bear the expenses of all annual, regular, and special meetings of the Members.

Section 4.17 Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity, i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code § 46-4-201, a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e., an electronic signature. As used in this Section, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. And the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

## ARTICLE 5

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 5.1 Numbers. The affairs of this Association shall be managed by a Board of five (5) or seven (7) Directors, the number of persons constituting the whole Board may be fixed from time to time by resolution of the Board. The Directors must be Members of the Association or in the case of multiple co-owners or Owners not natural persons, their designees. If a Director conveys or transfers title to the Director's Lot, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be a designated representative,

or if the partnership, corporation, or limited liability company conveys or transfers title to its Lot, the Director's term as Director shall automatically terminate, and a new Director shall be selected as soon as possible to take the terminated Director's place. The Association may, through the Governing Documents or the Board's internal procedures, disqualify an individual from serving as a director because the individual has been convicted of a felony or is a sex offender.

Section 5.2 Term of Office. At each annual meeting, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two (2) less than the entire Board) elected in odd numbered years and an even number of Directors elected in even-numbered years.

Section 5.3 Removal. Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association and any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board. 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 the predecessor or until special election of a successor.

Section 5.4 Compensation. No Director shall receive compensation for any service the Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 5.5 Resignation of Directors. Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board stating the effective date of such resignation. Board acceptance is unnecessary for a resignation to be effective. A person who resigns may deliver to the Division a statement that contains the person's name, the Association's name, information sufficient to identify the report or other document on file with the Division in which the person is named as a Director, and the date on which the person ceased to be a Director.

Section 5.6 Vacancies in the Board of Directors. Any vacancy occurring on the Board shall be filled by the vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director elected by the Board to fill a vacancy shall be elected for the unexpired term of the Director's predecessor in office. A directorship to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected by the Board to fill the vacancy of a Director elected by the Members may be removed with or without cause by the Members, but not the Board. If any vacancy on the Board remains unfilled for two (2) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes of the Members present at such meeting or represented by proxy or ballot.

## ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Nomination for election to the Board may be made by a nominating committee or the Board. Nominations may also be made from the floor at the annual meeting of Members. The nominating committee shall consist of a chairman, who shall be a

member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board 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 Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6.2 Election. Election to the Board shall be exercised by the Members electronically, or if requested, by mail. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6.3 Voting by Mail. Election of Directors may be handled by electronic voting, mail voting, or 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. Mail voting shall be in the following manner, which may be, at the determination of the Board, the sole method of voting or used in conjunction with electronic or in-person voting. 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. 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 7 MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. The first meeting of the Board will follow the annual meeting of the Members. Thereafter, regular meetings of the Board shall be held at such date, time, and place as may be determined from time to time by resolution of the Board. Written notification of each regular board meeting shall be delivered or mailed to all Trustees at least ten (10) 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.

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

Section 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.

Section 7.4 Board Action Without a Meeting. The Board may take action without a meeting in accordance with § 16-6a-813 of the Nonprofit Act. And any action taken pursuant to that statute has the same effect as action taken at a Board meeting and may be described as an

action taken at a Board meeting in any document. The form attached hereto as Exhibit B may be utilized by the Board when taking action without a meeting.

Section 7.5 Conflicting Interest Transactions. To avoid conflicting interest transactions, the following procedure shall apply:

7.5.1 A Director is a “conflicted Director” if the Director proposes (a) to accept a gift from a vendor or service provider to the Association; or (b) to enter into a contract to procure goods or services of any kind or of any value from a vendor or service provider in which that Director has a financial, professional, employment, or family relationship.

7.5.2 A conflicted Director may not accept a gift from a vendor or service provider to the Association unless (a) the conflicted Director has disclosed to the Board the prospective donor, the nature of the gift, and the value of the gift; and (b) the Board has authorized the receipt of the gift.

7.5.3 The Board may not enter into a contract to procure for the Association goods or services of any kind or of any value from a vendor or service provider involving a conflicted Director unless the Board has approved the transaction.

7.5.4 The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director by a vote of a majority of disinterested Directors at a meeting of the Board where a quorum is present.

7.5.5 A conflicted Director may be counted towards establishing a quorum for a meeting of the Board in which a decision to authorize the gift or the transaction is made, but the conflicted Director may not vote on the motion to authorize the gift or transaction.

7.5.6 The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director if the Board has determined that: (a) in the case of a gift, the gift is of such a nature and value that it would not reasonably be expected to cause the donor to exert an influence over the conflicted Director’s judgment in voting on matters affecting the Association; or (b) in the case of a transaction for goods or services, the transaction is fair to the Association.

Section 7.6 Open Board Meetings/Member Right to Participate. Except as provided in Section 7.7, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member’s representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the time for comments. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this Section shall affect the validity or enforceability of an action of the Board.

Section 7.7 Closed Meetings. The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual’s reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may exclude the offending Director from any closed meetings at which that Confidential Matter is addressed and may create a committee to handle the Confidential Matter and exclude the offending Director from that committee.

Section 7.8 Notice to Directors of Board Meetings. In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery as set forth in Section 13.9), by mail, fax, electronic means, telephone, or personally, by or at the direction of the persons calling the meeting, to each Director. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at the Director's home or business address as either appears on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or any waiver of notice of such meeting.

Section 7.9 Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 13.9), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth in Section 13.9) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the Member to participate by the available means of electronic communication.

Section 7.10 Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director is considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting, (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 7.10, Directors may not vote or otherwise act by proxy.

Section 7.11 Telecommunications. The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A

Director participating in such a meeting is considered to be present in person at the meeting. If a Director wants to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Members entitled to notice of the Board meeting under Section 7.9 to participate by the available electronic means.

Section 7.12 Adjournment of Board Meetings. Whether or not a quorum is present, the Directors present in person or represented by proxy at any meeting of the Board may adjourn the meeting without notice other than by an announcement at the meeting to a different date that is not more than thirty (30) days after the date of the original meeting. At any adjourned meeting that is held without notice other than an announcement at the preceding meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted that could have been transacted at the meeting as originally called.

Section 7.13 Officers at Board Meetings. The president shall act as chairman, and the Board shall appoint a secretary to act at all meetings of the Board.

Section 7.14 Waiver of Notice. A Director may waive any notice of a Board meeting before or after the time and date stated in the notice. If a Director may waive notice in writing, and if the Director does, the waiver shall be signed by the Director and delivered to the Association for filing with the corporate records. A written waiver may be communicated by electronic transmission, and the effectiveness of a written waiver may not be conditioned on the delivery and filing of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) after objecting, the Director does not vote for or assent to action taken at the meeting.

Section 7.15 Expenses of Board Meetings. The Association shall bear the expenses of all regular and special meetings of the Board.

## ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 8.1 Powers. The Board 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 of restrictions. Such rights may also be suspended for infraction of any published rules and regulations, after notice and hearing, for a period of not to exceed sixty (60) days;
- (c) employ a manager, an independent contractor, or such other employees as it deems 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 first mortgagees on Lots and sixty-seven percent (67%) of the Entire Membership, 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 public utilities or other public purposes consistent with the intended use of the Common and Limited Common Area;
- (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, the Articles, or the Declaration;
- (m) enforce and administer the Declaration recorded as affecting the Property; and
- (n) exercise such emergency powers provided for in the Acts.

Section 8.2 Duties. It shall be the duty of the Board to:

- (a) act within thirty (30) days upon any request for approval or disapproval submitted pursuant to the Declaration;
- (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 this 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 the 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; and
- (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.

Section 8.3 Board Action to Enforce Governing Documents. The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose



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

## ARTICLE 9 OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board, a secretary and a treasurer, who need not be Members of the Board nor of the Association, and such other officers as the Board may from time to time create by resolution.

Section 9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

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

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

Section 9.5 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 on the date of receipt of such notice or at any later time specified therein and unless otherwise necessary to make it effective. If a resignation is made effective at a later date, the Board may (a) permit the officer to remain in office until the effective date, and the Board may fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) remove the officer at any time before the effective date and fill the vacancy created by the removal. The Board may remove any officer at any time with or without cause. An officer who resigns, is removed, or whose appointment has expired may file a statement with the Division in the same form as provided in Section 5.5.

Section 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.

Section 9.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special office created pursuant to Section 9.4.

Section 9.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and 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 Association together with their addresses and shall perform such other duties as required by the Board. The secretary's duties may be delegated to a property management company.

(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; sign all checks and promissory notes of the Association; maintain a roster of Lots, assessments, and payments; keep proper books of account; issue certificates of payment of assessments; notify the Directors 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. The treasurer's duties may be delegated to a property management company.

Section 9.9 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 therefor.

Section 9.10 Bonds. The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

## ARTICLE 10 FINANCIAL MATTERS

Section 10.1 Depositories. The Board 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 10.2 Contracts; Management Contract. Supplier selection for goods or services should go through a formal bid process. This may include three (3) or more bids where there are available qualified vendors. No contract can be approved without a majority vote of the Board. Board president may expend a total of Two Hundred and Fifty Dollars (\$250.00) per incident in case of emergency. The Paradise Standard Contract is the preferred contract to be used.

Section 10.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 10.4 Annual Report. The Board shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request. Any member wishing an audit of the Association books, finances and records may do so at their own cost and expense.

#### ARTICLE 11 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which the Director or officer 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 such person as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by such person 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 the Director's or officer's 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 may otherwise be entitled by law.

#### ARTICLE 12 COMMITTEES

Section 12.1 Architectural Control Committee. An Architectural Control Committee composed of three (3) or more representatives may be appointed by the Board.

Section 12.2 Additional Committees. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes.

Section 12.3 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or the Director by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required, and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

ARTICLE 13  
MISCELLANEOUS

13.1 Compensation of Officers, Directors, and Members. No Director shall have the right to receive any compensation from the Association for serving as a Director except for reimbursement of expenses as may be approved by resolution of the disinterested Directors and except as may otherwise be approved by the Members. Officers, agents, and employees may receive such reasonable compensation as may be approved by the Board. Appointment of a person as an officer, agent, or employee shall not, in itself, create any right to compensation.

13.2 Books and Records.

The Association shall comply with all record keeping and production requirements of §§ 16-6a-1601 et seq. of the Nonprofit Act and § 57-8a-227 of the Association Act.

13.3 Inspection of Records.

13.3.1 A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 13.3: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

13.3.2 In addition to the rights in Subsection 13.3, a Director or Member is entitled to inspect and copy any of the other records of the Association described in Section 13.2: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 13.3.2; and (ii) gives the Association written demand.

13.3.3 A Director or Member may inspect and copy the records described in Subsection 13.3.1 only if: (a) the demand is made in good faith and for a proper purpose, (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect, and (c) the records are directly connected with the described purpose.

13.3.4 Notwithstanding the definition of "Member" in Section 3.1, for purposes of this Section only, a "Member" includes: (a) a beneficial owner whose membership interest is held in a voting trust and (b) any other beneficial owner of a membership interest who establishes beneficial ownership. "Proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

13.3.5 The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

13.3.6 This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots, (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association, or (c) the power of a court, independent of this Article 13, to compel the production of corporate records for examination.

13.3.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by Subsection 13.3.2 for any purposes other than those set forth in the demand made under Subsection 13.3.

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

13.3.9 In a written request to inspect or copy documents:

- (a) a Member shall include:
  - (i) the Association's name;
  - (ii) the Member's name, property address, and email address;
  - (iii) a description of the documents requested; and
  - (iv) any election or request described in Subsection (b).
- (b) a Member may:
  - (i) elect whether to inspect or copy the documents;
  - (ii) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
  - (iii) subject to Subsection. 13.3.10, request that:
    - (A) the Association make the copies or electronic scans of the requested documents;
    - (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
    - (C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
    - (D) the Association email the requested documents to an email address provided in the request.

13.3.10 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate, and the Member shall pay the Association the reasonable cost of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies or electronic scans, or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, Ten Cents (\$.10) per page and Fifteen Dollars (\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans. If a Member requests a recognized third-party duplicating service make the copies or electronic scans, the Association shall arrange for the delivery and pick up of the original documents, and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

13.3.11 Subject to Subsection 13.3.12, if in response to a Member's request to inspect or copy documents, the Association fails to comply with a provision of this Section, the Association shall pay:

- (a) the reasonable costs of inspecting and copying the requested documents;
- (b) for the Governing Documents, the most recent approved, minutes, and the most recent budget and financial statement, Twenty-Five Dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and
- (c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

13.3.12 The Association is not liable for identifying or providing a document in error if the Association identified or provided the erroneous document in good faith.

13.4 Scope of Inspection Right. A Director's or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 13.2 by furnishing to the Director or Member a list of Directors or Members that complies with Subsection 13.2 and is compiled no earlier than the date of the Director's or Member's demand. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth in Section 13.9), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any.

13.5 Statement of Account. Upon written request of a Member and payment of Ten Dollars (\$10.00) (or a higher reasonable fee if allowed by the Association Act), the Association shall give, within ten (10) days after receiving the request (receipt by the Association deemed effective as set forth in Section 13.9), a written statement indicating any unpaid assessment with respect to the Member's Lot. The written statement is binding on the Association and any other Owners of the Lot in favor of any person who relies on the statement in good faith.

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

13.7 Limited Liability. A director, officer, or member of any committee of the Association is not liable to the Association or the Members for any action taken, or any failure to take any action, as an officer, director, or committee member, as the case may be, unless the director has breached or failed to perform the duties of the office set forth in § 16-6a-822 of the Nonprofit Act and the breach or failure to perform constitutes willful misconduct, intentional infliction of harm on the Association or the Members, or gross negligence.

13.8 Right to Inspect. Notwithstanding the other provisions of this Article 13, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a Member of the Association or that Member's agent.

13.9 Manner of Giving Notice. The Association may provide notice to Members orally or by electronic means, including text message, email, or the Association's website, except that a Member may, by written demand, require the Association to provide notice to that Member by mail. Any notice required to be given shall be deemed effective and received upon the earlier to occur of the following:

(a) When sent by facsimile, notice is effective and deemed received when the sender receives a facsimile acknowledgment confirming delivery of the facsimile.

(b) When mailed by first-class mail and addressed to the most recent address of the recipient according to Association's records, notice is effective and deemed received at the earliest of the following: (i) when received, (ii) six (6) days after it is mailed, or (iii) on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

(c) When sent via electronic means such as an e-mail, text message, or similar electronic communication, notice is effective and deemed received within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender.

(d) When posted on the Association's website, notice is effective and deemed received seventy-two (72) hours after it was posted.

(e) When hand delivered, notice is effective and deemed received immediately when delivered.

(f) When notice is given orally, notice is effective and deemed received when communicated if the communication is comprehensible.

(g) When delivered by other means, notice is effective and deemed received upon such circumstances and conditions as are reasonably calculated to give notice to the Member.

13.10 Severability. Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.11 Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. The words "may not" mean that an action is not authorized and is prohibited. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah law to the contrary, the

Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefitted or bound by the Governing Documents.

ARTICLE 14  
RULES AND REGULATIONS

The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a Limited Common Area, an Owner, a Lot, or a Townhome, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with § 57-8a-217 of the Association Act. Rules should conform to the limitations in §§ 57-8a-217 and 218 of the Association Act.

The Members and their tenants 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 Board may levy a fine or penalty not to exceed ten percent (10%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of the Declaration or a rule of the Association, after three (3) days' written notice.

ARTICLE 15  
AMENDMENTS

Section 15.1 Amendments. These Bylaws may be amended at any regular, annual, or special meeting of the Board by a vote of the majority of the Board unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Board may not amend these Bylaws to require a greater quorum requirement or a greater voting requirement for Members without Member approval. The Members may amend the Bylaws even though the Bylaws may also be amended by the Board. Amendments to the Bylaws by Members shall be made in accordance with the Acts. Amendments are effective thirty (30) days after notification has been communicated to the Entire Membership.

Section 15.2 Conflicts. In case of any conflict between the Declaration, the Articles, or these Bylaws, the Declaration shall be of primary authority, the Articles secondary, and the Bylaws subject thereto.

*[SIGNATURES ON FOLLOWING PAGE]*



**CERTIFICATE OF PRESIDENT**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Paradise Canyon Homeowners Association, a Utah nonprofit corporation ("Association"); and

2. The foregoing Bylaws constitute the Bylaws of the Association duly altered, amended, repealed, or added to by the Board of the Association at a meeting held on Sept 7<sup>th</sup> 2023 2023.

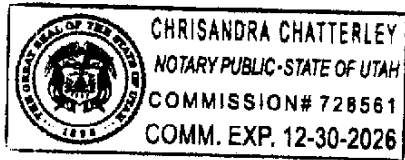
IN WITNESS WHEREOF, I have hereunto subscribed my hand this 8<sup>th</sup> day of September, 2023.

**PARADISE CANYON HOMEOWNERS ASSOCIATION,**  
a Utah nonprofit corporation

By: Chelsay Stice  
Its: President

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF WASHINGTON )

On this 8<sup>th</sup> day of September, 2023, personally appeared before me Chelsay Ardeella Stice, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of Paradise Canyon Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



Chrisandra Chatterley  
Notary Public

Exhibit A  
(Legal Description)

These Amended and Restated Bylaws of Paradise Canyon Homeowners Association affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 24, Lot 25-A, and Lots 26 through 41, together with all Common Area, Paradise Canyon 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PDCN-1-1 through SG-PDCN-1-24  
PARCEL: SG-PDCN-1-25-A  
PARCEL: SG-PDCN-1-26 through SG-PDCN-1-41

All of Lots 42 through 96, together with all Common Area, Paradise Canyon 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PDCN-2-42 through SG-PDCN-2-96

All of Lots 97 through 134 and Lots 136 through 151, together with all Common Area, Paradise Canyon 3 Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PDCN-3-97 through SG-PDCN-3-134  
PARCEL: SG-PDCN-3-136 through SG-PDCN-3-151

All of Lots 194 through 198, Lots 203 through 204, Lot 209, Lots 211 through 219, and Lots 221 through 284, together with all Common Area, Paradise Canyon 4 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PDCN-4-194 through SG-PDCN-4-198  
PARCEL: SG-PDCN-4-203 through SG-PDCN-4-204  
PARCEL: SG-PDCN-4-209  
PARCEL: SG-PDCN-4-211 through SG-PDCN-4-219  
PARCEL: SG-PDCN-4-221 through SG-PDCN-4-284

All of Lot 135, Lots 152 through 193, Lots 199 through 202, Lots 205 through 208, Lot 210, and Lot 220, together with all Common Area, Paradise Canyon 5 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PDCN-5-135

PARCEL: SG-PDCN-5-152 through SG-PDCN-5-193

PARCEL: SG-PDCN-5-199 through SG-PDCN-5-202

PARCEL: SG-PDCN-5-205 through SG-PDCN-5-208

PARCEL: SG-PDCN-5-210

PARCEL: SG-PDCN-5-220

Exhibit B  
(Action without a Meeting Form)

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

1. **Stipulations:** All Board members (“Directors”) stipulate that this email communication and any response by email will be deemed a written communication and the email address of each Director will act as the Director’s signature to the communication. Any response must be sent by a “reply to all.” A response sent to all Directors in this email communication will be deemed a written response received by the Association.
  
2. **Proposed Action:** The following action is proposed to be taken:  

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3. **Response Options:** Each Director may respond to the proposed action in one of the following three ways (or language that is clear and the equivalent of the following):
  - (a) Reply all via email stating, “I vote in favor of the proposed action.”
  - (b) Reply all via email stating, “I abstain from the vote on the proposed action.”
  - (c) Reply all via email stating, “I object to the proposed action being taken without a meeting.”
  
4. **Time to Respond:** Each Director must respond to this Notice by not later than the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ .m., Utah time.
  
5. **Effect of Untimely Response:** An untimely response will have the following effect:
  - (a) abstaining from the vote on the proposed action; and
  - (b) failing to timely demand the proposed action not be taken without a meeting.
  
6. **When Action is Deemed Taken:** The proposed action is taken only if at the end of the time stated in paragraph 4:
  - (a) the affirmative votes are timely received and not timely revoked, and those votes equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and

- (b) a demand has not been received under paragraph 3(c) that the action not be taken without a meeting, unless the demand has been revoked by the time identified in paragraph 4.
7. Right to Revoke: A Director who has voted, abstained, or demanded the action not be taken without a meeting under paragraph 3 or paragraph 5 may revoke the vote, abstention, or demand that the action not be taken without a meeting by sending a follow-up reply email by the time stated in paragraph 4 and stating the revocation and stating the desired response under paragraph 3.
8. Effective Date: The effective date of the action deemed taken under paragraph 6 shall be the date and time stated in paragraph 4, unless a later date and time for the effective date is specified in the proposed action to be taken under paragraph 2.
9. Conditions for Email Communications:
- (a) An email communicating a vote, abstention, demand, or revocation will be deemed written, signed, and dated for purposes of this action if the email is delivered with information from which the Board, as parties to the email, communication can determine:
    - (i) that the email is transmitted by the Director; and
    - (ii) the date on which the email is transmitted.
  - (b) The date on which the email is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed.
  - (c) For purposes of this proposed action, an email to the Board is not effective until received.
10. Statutory Effect: Under Utah Code Section 16-6a-813, action taken pursuant to this email has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board in any document.
11. Minutes: At the next regular Board meeting, any action taken pursuant to this email (without a meeting) will be announced at the meeting and recorded in the minutes of the Board. Failing to announce any such action at the next Board meeting or recording it in the minutes will not affect the validity of the action.