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**RESTATED BYLAWS
Effective November 20, 2024
OF**

THE PALISADES OWNERS ASSOCIATION

A Utah non-profit corporation

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**RESTATED BYLAWS
OF
THE PALISADES OWNERS ASSOCIATION
A Utah nonprofit corporation**

These Restated Bylaws of The Palisades Owners Association entirely replace and restate the Bylaws of The Palisades Owners Association, dated September 30, 2005, and any amendment-thereto.

Article 1 The Association

- 1.1 **Identity.** The Palisades Owners Association, is a Utah nonprofit corporation (the “**Association**”). These Restated Bylaws of The Palisades Owners Association (“**Bylaws**”) are the bylaws of the Association. All Owners, residents, and tenants occupying any part of the Property are subject to these Bylaws.
- 1.2 **Definitions.** Unless defined differently in these Bylaws, any term in these Bylaws that is defined in the recorded Restated Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades (the “**Declaration**”) has the same meaning in these Bylaws.
- 1.3 **Controlling Law.** These Bylaws are subject to the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 et seq., as amended from time to time (the “**Nonprofit Act**”), and the Utah Community Association Act, Utah Code §§ 57-8a-101 et seq., as amended from time to time (the “**Association Act**”) (collectively, the “**Acts**”).
- 1.4 **Governing Documents.** If there is conflict between the Governing Documents, the hierarchy of authority is as follows: the Declaration and Plat (highest), Articles of Incorporation, Bylaws, Architectural Guidelines and other Rules.

Article 2 Business by Electronic Means

- 2.1 **Electronic Means.** Except as otherwise provided in Sections 3.17 and 8.1 or elsewhere in these Bylaws, any transaction or action involving the business or affairs of the Association, including but not limited to notices, voting matters, use of proxies, etc., referred to in any Governing Document may be conducted by electronic means, and any record may be transmitted by electronic means. For purposes of this Article 2 only, a “record” means information that is inscribed on a tangible medium or that is stored in an electronic format and is retrievable in perceivable form.
- 2.2 **Electronic Records and Signatures.** A vote, consent, proxy, proxy revocation, written ballot, written ballot revocation, waiver, notice, or other record may not be denied legal effect or enforceability solely because it is in electronic form. A signature may not be rejected solely because it is an electronic signature. An “electronic signature” means a mark, symbol, or character, or any combination thereof, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Article 3 Member Meetings & Voting

- 3.1 Ownership Records. Upon acquiring an ownership interest in a Lot, an individual or entity shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of the Lot has been vested in such person.
- 3.2 Good Standing. A Member is in "good standing" if the Member is in full compliance with the Governing Documents, including having fully paid all assessments, fines, and additional charges due to the Association. Only Members who are in good standing are entitled to vote.
- 3.3 Voting. A Member has one vote for each Lot the Member owns. When more than one individual or entity owns an interest in a Lot, they collectively constitute one Member. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any individual or entity owning an interest in a Lot, whether in person or by proxy or ballot, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made before that meeting, or verbal objection is made at that meeting, by another individual or entity owning an interest in the same Lot. If an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.
- 3.4 Place of Member Meetings. Meetings of the Members shall be held at the place within the state of Utah that the Board of Directors specifies in the notice of the meeting.
- 3.5 Annual Member Meetings. Annual meetings of the Members shall be held on the date and at the time of day fixed by the Board of Directors and specified in the notice of meeting.
- 3.6 Special Member Meetings. Special meetings of the Members may be called by the Board of Directors, the President, or upon the written petition of Members holding not less than 25% of the total votes of the Association. A written petition of such Members shall be signed by the required percentage of the Members, shall state the purpose or purposes of the special meeting, and shall be delivered to the Board of Directors, the President, or the Association's manager. Only business within the purposes described in the notice of the special meeting may be conducted at a special meeting.
- 3.7 Notice of Member Meetings. At least 10 days but no more than 60 days before a meeting of the Members, the Association shall give each Member entitled to vote at the meeting notice of the place, day, and hour of the meeting. The notice of an annual or regular meeting shall include either a description of any matter or matters that must be approved by the Members or a description of any matter or matters for which Member approval is sought under the statutes listed in § 16-6a-704(3)(b)(ii) of the Nonprofit Act. When giving notice of an annual, regular, or special meeting, the Association shall give notice of a 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 by the Secretary or President at least 10 days before the Association gives notice of the meeting.
- 3.8 Notice of Adjourned Meetings. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment, unless a new record date of the adjourned meeting is or shall be fixed under § 16-6a-706 of the Nonprofit Act.
- 3.9 Attendance Waives Notice. A Member's attendance at a meeting of the Members (a) waives objection to lack of notice or defective notice of the meeting. Notice is fair and reasonable unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting for reasons described in the statute § 16-6a-704 of the Nonprofit Act.

- 3.10 Quorum. At any meeting of the Members, the presence in person or by proxy or ballot of more than 60% of the Members of the Association shall constitute a quorum for the transaction of business. If a quorum is not present at a meeting, the meeting may be adjourned and reconvened immediately, or at a later date, established by the Board. At any such adjourned meeting, the quorum requirement shall be one-half (½) of the previous quorum requirement. No adjournment shall be held more than 30 days following the immediately preceding meeting. Members must be known to the Board, or must identify themselves before being counted for Quorum.
- 3.11 Presence at a Meeting. Once a Member is represented for any purpose at a meeting, including the purpose of whether a quorum exists, the Member is considered present for quorum purposes for the rest of the meeting and for any adjournment of that meeting unless a new date is or shall be set for the adjourned meeting.
- 3.12 Votes Required. At any meeting of the Members where a quorum is present, action on a matter, other than the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a greater quorum or proportion is required by the Acts, the Declaration, the Articles of Incorporation, or elsewhere in these Bylaws.
- 3.13 Telecommunication. Any or all of the Members may participate in any meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting if the Member's name can be identified by or is visible to the host/organizer or the Board during the meeting. Members who refuse to identify themselves in such a meeting may be muted or electronically removed from the meeting.
- 3.14 Proxies. A Member entitled to vote at a meeting may vote by written proxy signed by the Member or the Member's attorney-in-fact and deliver to the President, Secretary, or manager before the time the proxy is exercised. Blank proxy forms shall be delivered with the meeting notice. Any proxy submitted in a different form may be accepted at the discretion of the Board. The record of all such proxies shall be entered in the minutes of the meeting as attending Members.
- 3.15 Action by Written Ballot. Any action that may be taken at any meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot delivered to every Member entitled to vote on the matter may also be used in connection with any 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 such meeting.
- 3.16 Action by Written Consent. Any action that may be taken at any annual or special meeting of the Members may be taken without a meeting and without prior notice according to Section 16-6a-707 of the Nonprofit Act which governs written consents and taking action by written consent without a meeting.
- 3.17 Electronic Voting. Members may vote by electronic means, subject to any Rules adopted by the Board governing electronic voting, including Rules establishing requirements for or limitations on electronic voting.

- 3.18 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and method of ascertaining Members present and in the manner of voting shall be deemed waived if no objection is made at the start of the meeting.

Article 4 Board of Directors

- 4.1 General Powers. The Board of Directors manages the property, affairs, and business of the Association. The Board of Directors may exercise all the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are vested solely in the Members. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are properly delegable. The Board shall have the power from time to time to adopt Rules for the exercise of its management powers.
- 4.2 Enforcement. The Board of Directors shall enforce these Bylaws, which shall bind and inure to the benefit of the Association, the Owners, their legal representatives, heirs, successors, and assigns.
- 4.3 Qualifications and Number of Directors. No one but individuals at least 18 years of age who are Members may be Directors. The number of Directors shall be no less than three or more than seven. The number of Director may be fixed from time to time within this range by resolution of the Board of Directors. Only Members in good standing are eligible to run for the Board. If the authorized number of Directors is increased, the newly created directorships shall be filled by election of the Members.
- 4.4 Election of Directors. At each annual meeting of the Members, the Members shall elect, for terms of two years each, the appropriate number of Directors to fill all vacancies created by the expiring terms of Directors. A quorum is not required for Director elections. No cumulative voting is allowed. In an election of one or multiple Directors, that number of candidates equaling the number of Directors to be elected who have the highest number of votes cast in their favor are elected to the Board. In the event of an uncontested election where the number of candidates equals or is less than the number of seats that are vacant, the Board may elect to eliminate the process of distributing ballots and counting votes and may decide the election by Acclamation.
- 4.5 Tenure. A Director newly elected at an annual meeting of the Members takes office immediately. Despite the expiration of a Directors term, a Director continues to serve until the Director's successor is elected or there is a decrease in the number of Directors.
- 4.6 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified in the resignation, the resignation shall take effect upon delivery. A Director may be removed with or without cause at a special meeting of the Members duly called for that purpose by majority of the total votes of the Association.
- 4.7 Vacancies. If a vacancy occurs on the Board of Directors by reason of death, resignation, or disqualification, the remaining Directors in office shall continue to act, and the Board shall fill the vacancy by a majority vote of the remaining Directors, though less than a quorum. If a vacancy occurs on the Board of Directors by reason of removal of a Director by the Members, the vacancy may be filled by the majority of the Members at the meeting at which the Director was removed. Any Director elected or appointed under this Section to fill a vacancy shall serve for the unexpired term of their predecessor.

- 4.8 Compensation; Reimbursement. No Director shall receive compensation for any services the Director renders to the Association as a Director. A Director may, however, be reimbursed for expenses incurred in the performance of duties to the extent such expenses are approved by the Board of Directors.
- 4.9 Annual Board Meeting. The annual meeting of the Board of Directors shall be held on the same date as, or within 14 days following, the annual meeting of Members. The business conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association. No prior notice of the annual meeting of the Board is necessary if the meeting is held on the same day and at the same place as the annual meeting of Members if the time and place of the annual meeting of the Board is announced at the annual meeting of Members.
- 4.10 Regular Board Meetings. Regular meetings of the Board of Directors other than the annual meeting shall be held at such time and place as shall be determined, from time to time, by the Board but at least two such meetings shall be held during each fiscal year.
- 4.11 Special Board Meetings. Special meetings of the Board of Directors may be called by the President or at the request of any two Directors other than the President. The individual or individuals authorized to call a special meeting of the Board may fix any place, within Washington County, Utah, as the location for any special meetings of the Board of Directors.
- 4.12 Notice to Directors of Board Meetings. In the case of all meetings of the Board of Directors verbal or electronic notice stating the place, day, and hour of the meeting shall be given not less than 2 days nor more than 30 days before the date of the meeting. The notice of a meeting need not include the purpose of the meeting or the business to be transacted at the meeting.
- 4.13 Attendance Waives Notice. A Director's attendance at or participation in a meeting of the Board of Directors 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.
- 4.14 Quorum and Manner of Acting. A majority of the then-authorized number of Directors shall constitute a quorum for the transaction of business of the Board of Directors. The act of the quorum shall be the act of the Board of Directors. The Directors may only act as a Board, and individual Directors have no powers as such.
- 4.15 Telecommunication. The Board of Directors 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.
- 4.16 Notice to Members of Board Meetings. The Association shall give Members notice of meetings of the Board of Directors in accordance with § 57-8a-226 of the Association Act.
- 4.17 Open Meetings. Except as provided in Section 4.18, a Board meeting 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 such Board meeting the Board shall, in accordance with 57-8a-226 of the Association Act, provide each Member a reasonable opportunity to offer comments. The Board may exclude or expel a Member who disrupts the proceedings at a Board meeting or who refuses to identify themselves as a Member at a Board meeting.

- 4.18 Closed Meetings. The Board of Directors 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 but not limited to 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 a Director fails to maintain the confidentiality of any of matter covered in the previous sentence that is discussed at a closed meeting, the non-offending Directors may by majority vote exclude the offending Director from any portion of a closed meeting at which the confidential matter is discussed or create a committee to handle the confidential matter and exclude the offending Director from that committee.
- 4.19 Board Action Without a Meeting. The Board of Directors may take action without a meeting in accordance with § 16-6a-813 of the Nonprofit Act. Any such action has the same effect as an action taken at a Board meeting and may be described as an action taken at a Board meeting in any document.
- 4.20 Conflicts of Interest. Conflicting interest transactions are governed by § 16-6a-825 of the Association Act, which defines a "conflicting interest transaction" as a contract, transaction, or other financial relationship between the Association and a Director, a party related to a Director, or an entity in which a Director is a director or officer or has a financial interest.

Article 5 Officers

- 5.1 Officers. The officers of the Association shall be a President, Vice President, and Secretary and such other officers as may from time to time be appointed by the Board of Directors. No one but individuals at least 18 years of age who are Members may be officers.
- 5.2 Subordinate Officers. The Board of Directors may from time to time appoint such other officers as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Directors may from time to time determine.
- 5.3 Election, Tenure and Qualifications. The Board of Directors shall appoint the officers of the Association at the first meeting of the Board of Directors following each annual meeting of the Members. Each officer shall hold office until the next such meeting or until a successor is appointed, whichever occurs later, unless the officer resigns or is removed earlier.
- 5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Directors. Unless otherwise specified in the resignation, the resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, with or without cause.
- 5.5 Vacancies. Any vacancies of any officer may be filled by the remaining Board of Directors at any meeting of the Board.
- 5.6 The President. The President shall preside at meetings of the Board of Directors and at meetings of the Members. The President shall sign on behalf of the Association all contracts and shall do and perform all other acts and things that the Board of Directors may require of the President.
- 5.7 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act and shall exercise and discharge such other duties as the Board of Directors may require.

- 5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such records as required by these Bylaws, the Acts, the Declaration, or any resolution if the Board of Directors. The Secretary shall also act in the place and stead of the President in the event of the absence of both President and Vice President or their inability or refusal to act. The Secretary shall perform such other duties as the Board of Directors may require.
- 5.9 Compensation; Reimbursement. No officer shall receive compensation for any services the officer renders to the Association as an officer. An officer may, however, be reimbursed for expenses incurred in the performance of the officer's duties as an officer to the extent such expenses are approved by the Board of Directors
- 5.10 Limitation on Authority. The officers of the Association shall not have authority, without authorization by the Board of Directors, to obligate the Association on any loan; obligate the Association on any contract for products or services, enter into any sale or lease of Association assets; or enter into any agreement in settlement of any lawsuit, claim, or arbitration proceeding against the Association.

Article 6 Committees

- 6.1 Designation of Committees. From time to time, the Board of Directors may by resolution or as an action duly taken at a meeting of the Board and in accordance with § 16-6a-817, designate committees as it deems appropriate. No committee member shall receive compensation for services the committee member renders to the Association as a committee member. A committee member may, however, be reimbursed for expenses incurred in performance of the member's duties as a committee member to the extent that such expenses are approved by the Board of Directors. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.
- 6.2 Resignation and Removal. Any member of a committee designated by the Board of Directors under this Article may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified in the resignation, the resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any member of any committee designated by it under this Article.
- 6.3 Committee Vacancies. If for any reason any vacancy occurs in any committee designated by the Board of Directors under this Article, the vacancy may be filled at any meeting of the Board of Directors.

Article 7 Indemnification

- 7.1 Definitions. For purposes of this Article:
- 7.1.1 The term "expenses" includes attorney fees.
- 7.1.2 The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expenses, including attorney fees, with respect to a proceeding.
- 7.1.3 The term "official capacity" is defined in § 16-6a-901(6) of the Nonprofit Act.
- 7.1.4 The term "party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

7.1.5 The term "proceeding" is defined in § 16-6a-901(8) of the Nonprofit Act.

7.2 Indemnification of Directors.

7.2.1 Except as provided in Section 7.2.3 and subsection to Section 7.5, the Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director of the Association, against liability incurred in connection with the proceeding if:

- (a) the individual's conduct was in good faith;
- (b) the individual reasonably believed that the individual's conduct was in, or not opposed to, the Association's best interests; and
- (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

7.2.2 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent is not, of itself, determinative that the Director did not meet the standard of conduct described in this Section.

7.2.3 The Association shall not indemnify a Director under this Section: (a) in connection with a proceeding by or in the right of the Association in which the Director was adjudged liable to the Association; or (b) in connection with any other proceeding charging that the Director derived an improper personal benefit, whether or not involving action in the Director's official capacity, in which the Director was adjudged liable on the basis that the Director derived an improper personal benefit.

7.2.4 The indemnification required under this Section in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

7.3 Indemnification of Successful Director. To the extent a Director is successful, on the merits or otherwise, in defense of any proceeding to which the Director was a party because the Director is or was a Director of the Association, or any claim, issue, or matter in the proceeding to which the Director was a party because the Director is or was a Director of the Association, the Association shall indemnify the Director against reasonable expenses incurred by the Director in connection with such proceeding or any such claim, issue, or matter in the proceeding.

7.4 Advance of Expenses.

7.4.1 Subject to Section 7.5, the Association shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to a proceeding in advance of the final disposition of the proceeding if:

- (a) the Director furnishes the Association a written affirmation of the Director's good faith belief that the Director has met the applicable standard of conduct described in Section 7.2; and
- (b) the Director furnishes the Association with a written undertaking, executed personally or on the Director's behalf, to repay the advance, if it is ultimately determined that the Director did not meet the standard of conduct; and

- (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

The undertaking required by this Section shall be an unlimited general obligation of the Director, need not be secured, and may be accepted without reference to financial ability to make repayment. Determinations and authorizations of payment under this Section shall be made in the manner specified in Section 7.5.

7.5 Determinations.

7.5.1 Indemnification Under Section 7.2. The Association shall not indemnify a Director under Section 7.2 unless authorized in the specific case after a determination has been in accordance with to Section 7.5.3 that indemnification of the Director is required in the circumstances because the Director has met the standard of conduct set forth in Section 7.2.

7.5.2 Advance of Expenses Under Section 7.4. The Association shall not advance expenses to a Director under Section 7.4 unless authorized in the specific case after the written affirmation and undertaking required by Sections 7.4.1(a) and 7.4.1(b) are received and the determination required by Section 7.4.1(c).

7.5.3 Determination Procedures. The determinations required by Sections 7.5.1 and 7.5.2 shall be made:

- (a) by the Board of Directors by majority vote of those present at a Board meeting at which a quorum is present if only those Directors not parties to the proceeding are counted in satisfying the quorum; or
- (b) if the quorum cannot be obtained, by the vote of a majority of the members of a committee of the Board designated by the Board and consisting of two or more Directors not parties to the proceeding (Directors who are parties to the proceeding may participate in the designation of Directors to serve on the committee); or
- (c) if the quorum of the Board cannot be obtained and the committee cannot be established, or even if the quorum is obtained or the committee is designated but the quorum or the committee so directs, then by:
 - (i) independent legal counsel selected by the Board or the committee in the manner specified in subsections (a) or (b); or if a quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority of the full Board; or
 - (ii) by the vote of the majority of the total votes of the Association, excluding any Director who is at the time seeking indemnification.

7.5.4 Authorization of Indemnification and Advance of Expenses. Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification under Section 7.5.1 or advance of expenses under 7.5.2 is required, except that if the determination that indemnification or advance of expenses is required is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected the independent legal counsel.

- 7.6 Scope of Indemnification. An officer, fiduciary, committee member, or agent of the Association is entitled to indemnification and advance of expenses under this Article to the same extent as to a Director.
- 7.7 Insurance. The Association may purchase and maintain liability insurance on behalf of a person who is or was a Director, officer, employee, fiduciary, committee member, or agent of the Association against liability against or incurred by the person in that capacity or arising from the person's status as a Director, officer, employee, fiduciary, committee member, or agent, whether or not the Association would have power to indemnify the person against the same liability under this Article. This Section in no way limits the insurance that that Association may purchase or maintain.
- 7.8 Notice to Members. If the Association indemnifies or advances expenses to a Director under this Article in connection with a proceeding by or in the right of the Association, the Association shall give written notice of the indemnification or advance to the Members with or before the notice of the next meeting of the Members. If the next action of the Members after the indemnification or advance is taken without a meeting at the instigation of the Board of Directors, the Association shall give notice to the Members at or before the time the first Member signs a writing consenting to the action.

Article 8 Miscellaneous

- 8.1 Notice Effective Delivery. Unless either of the Acts, the Declaration, these Bylaws, or any other Governing Document requires the Association to give notice by mail, and except for any Member who has demanded in writing that the Association provide notice to the Member by mail, notice may be provided to Members by electronic means, including but not limited to email, text message, or the Association's website. Any notice provided is effective at the earliest of the following:
- 8.1.1 When mailed and addressed to the most recent address of the recipient according to Association's records, notice is effective at the earliest of the following: (a) when received, (b) five days after it is mailed (not including the day it is mailed), or (c) 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.
- 8.1.2 When sent by electronic means such as an email, text message, or similar electronic communication, notice is effective within 24 hours of being sent if the sender does not receive an undeliverable notice.
- 8.1.3 When posted on the Association's website, notice is effective 72 hours after it was posted.
- 8.1.4 When hand delivered, notice is effective when delivered.
- 8.1.5 When given by other means, notice is effective upon such circumstances as are reasonably calculated to give fair and reasonable notice to the Member.

If a Member holds title to more than one Lot, a single notice, once effective, shall constitute the notice for all Lots the Member owns. If a multiple persons own a Lot and they do not reside at the same address, the Association is only required to give notice to the first name on the Association's ownership record.

- 8.2 Fiscal Year. The fiscal year of the Association begins on the first day of January each year and ends on the 31st day of December.
- 8.3 Availability of Records. The Association shall keep and make its records available to Members in accordance with § 57-8a-227 of the Association Act.
- 8.4 Amendment. These Bylaws may be amended or new Bylaws may be adopted by the Association upon the affirmative vote of the majority of the total votes of the Association; provided that such action shall not be effective unless and until a written instrument setting forth such action is recorded with the Washington County Recorder.
- 8.5 Interpretation. All the provisions of these Bylaws shall be interpreted together. The article and section headings are for convenience only and shall not be considered in resolving questions of interpretation. In the absence of any adjudication to the contrary by a court having jurisdiction, the Board has the exclusive right to interpret the provisions of these Bylaws, and the Board's interpretation shall be final, conclusive, and binding as to all individuals and entities and the Property.


VERIFICATION OF PRESIDENT

I, the undersigned, do hereby verify that:

1. I am the duly elected and acting President of The Palisades Owners Association, a Utah nonprofit corporation;
2. These Restated Bylaws of The Palisades Owners Association constitute the Bylaws of the Association;
3. These Restated Bylaws of The Palisades Owners Association were duly adopted by the affirmative vote of the majority of the total votes of the Association;
4. The number of votes cast in favor of the foregoing Restated Bylaws of The Palisades Owners Association at the meeting was 39 votes of the 57 total votes of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 20 day of November, 2024.

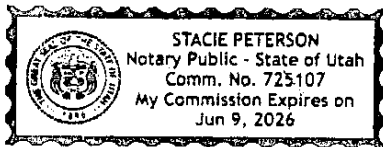
The Palisades Owners Association
a Utah nonprofit corporation

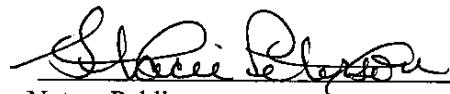

 By: _____
 Its: President **RICHARD LEWIS**

STATE OF UTAH

COUNTY OF WASHINGTON

On this 20 day of November, 2024, personally appeared before me _____, 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 The Palisades Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.





 Notary Public

Exhibit A
(Legal Description)

These Restated Bylaws of The Palisades Owners Association affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 32, together with all Common Area, Palisades 1 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PAL-1-1 through I-PAL-1-32

All of Lots 33 through 57, together with all Common Area, Palisades 2 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PAL-2-33 through I-PAL-2-57