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THE BYLAWS OF  
PARADISE COVE TOWNHOMES ASSOCIATION  
Phases 1-2-3**

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**BYLAWS  
OF  
PARADISE COVE TOWNHOMES ASSOCIATION  
Phases 1-2-3**

These Bylaws of Paradise Cove Townhomes Association replace and supersede the original Bylaws in their entirety, originally recorded as "BYLAWS OF PARADISE COVE HOMEOWNERS ASSOCIATION" made and executed on the 26 day of July 1994 by Quentin Ence, Secretary.

**ARTICLE 1 - NAME AND LOCATION**

The name of the corporation is Paradise Cove, hereafter referred to as the Association. The principal office of the Association shall be at 187 North Westridge Drive, c/o the Current Property Manager, St. George, Utah, until changed by resolution of the Board of Trustees, but meetings of members and Trustees may be held at such places within the state of Utah as may be designated by the Board of Trustees.

**ARTICLE 2 - DEFINITIONS**

**Section 2.1:** Association means Paradise Cove Townhomes Association, its successors and assigns.

**Section 2.2:** Declaration means the Declaration of Covenants, Conditions, and Restrictions of Paradise Cove Townhomes and any amendments thereto.

**Section 2.3:** Plat or Map means the subdivision plat entitled "Paradise Cove Townhomes Association, Phases 1-2-3." These may be viewed at the Washington County Recorder's Office or through an Internet connection to their office.

**Section 2.4:** Property or Properties means all real property subject to the Declaration.

**Section 2.5:** Common Area means that portion of property owned by the Association, shown on the plats as dedicated to the common use and enjoyment of the owners.

**Section 2.6:** Limited Common Area means that portion of property owned by the Association, shown on the plats as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant. Limited common area is subject to rights of the Association set forth in the Declaration.

**Section 2.7:** Lot means a separately numbered and individually described plot of land shown on the plats designated as a lot for private ownership, but specifically excludes the common and limited common areas. Each lot is owned in fee simple by the owner.

**Section 2.8:** Townhome means a single family dwelling. "Townhome" includes fee title to the real property lying directly beneath the single family dwelling within lot boundary lines.

**Section 2.9:** Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the properties. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "owner."

**Section 2.10:** Member means every person or entity that holds membership in the Association. Every member is an owner, and every owner is a member.

**Section 2.11:** Trustees mean the governing body of the Association.

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

**Section 3.3:** Qualification for Membership. No persons, person, entity, or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a member, or nominee of a member, pursuant to the terms of the Articles of Incorporation and the Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity, or entities, or the person

nominating him qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

**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 of Trustees until such assessment has been paid. Rights of a member may also be suspended for violation of any of the use restrictions. Rights of a member also may be suspended, after notice and hearing, for infraction of any of the governing documents established by the Board of Trustees for the use of the services, facilities, or equipment of the Association, for a period not to exceed sixty (60) days.

#### **ARTICLE 4 - MEETINGS OF MEMBERS**

**Section 4.1: Annual Meetings.** The annual meeting of the members for the election of Trustees, the presentation of the annual financial report of the Association, and for the transaction of such other business as the Board of Trustees may determine, shall be held at such time and place as may be designated by the Board of Trustees.

**Section 4.2: Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Trustees, 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 of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing, emailing, texting or by website a copy of such notice, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Such notice shall specify the place, date, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 4.4: Waiver of Notice.** The notice provided for hereinabove is not indispensable and any meeting of the members shall be deemed validly called for all purposes if all members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place, and purpose of such meeting shall be duly executed in writing either before or after said meeting by those members not so represented or not given such notice. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

**Section 4.5: Quorum.** Except as hereafter provided, and as otherwise provided in the Articles of Incorporation or Declaration, the presence at the meeting of the owners, or of proxies, entitled to cast twenty percent (20%) of all the votes of the owners shall constitute a quorum. If the quorum

requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days' advance written notice, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.6: Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance of his/her 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, by the Declaration, or by the Articles of Incorporation of the Association or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business before a meeting shall be by ballot, but otherwise 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.

#### **ARTICLE 5 - BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE**

**Section 5.1: Number.** The affairs of this Association shall be managed by a Board of three (3), five (5) or seven (7) Trustees, the number of persons constituting the whole Board of Trustees to be fixed from time to time by resolution of the Board of Trustees. The Trustees must be members of the Association or in the case of multiple co-owners or owners, their designees.

**Section 5.2: Term of Office.** At each annual meeting, the members shall elect Trustees for terms of two (2) years, with an odd number of Trustees (at least two less than the entire Board) elected in odd numbered years and an even number of Trustees elected in even-numbered years. In the initial election of Trustees, the method of election shall provide that the term of the odd number of Trustees (at least two less than the entire Board) shall expire in the next odd numbered year, and the term of the even number of Trustees shall expire in the next even- numbered year.

**Section 5.3: Removal.** Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Trustees, and any Trustee 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 Trustee, a temporary successor shall be selected by the

remaining members of the Board and shall serve for the unexpired term of his/her predecessor or until special election of a successor.

**Section 5.4: Compensation.** No Trustee shall receive compensation for any service he/she may render to the Association. However, any Trustee may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

#### **ARTICLE 6 - NOMINATIONS AND ELECTION OF TRUSTEES**

**Section 6.1: Nomination.** Nominations for election to the Board of Trustees shall be made by the Board of Trustees or a nominating committee. 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 of Trustees, and two (2) or more members of the Association. The Nominating Committee may be appointed by the Board of Trustees 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.

**Section 6.2: Election.** Election to the Board of Trustees shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **ARTICLE 7 - MEETINGS OF TRUSTEES**

**Section 7.1: Regular Meetings.** Regular meetings of the Board of Trustees shall be held at such date, time, and place as may be determined from time to time by resolution of the Board of Trustees.

**Section 7.2: Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the President of the Association or by any two (2) Trustees, after not less than two (2) days' notice to each Trustee.

**Section 7.3: Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees 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 of Incorporation, or these Bylaws.

**Section 7.4: Action without a Meeting.** Whenever the Trustees are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all Trustees.



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

**Section 8.1:** Powers. The Board of Trustees shall have power to:

- a. adopt and publish rules and regulations governing the use of the common and limited common areas of the Association
- b. suspend the voting rights and any other rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in violation of any of the use restrictions. Such rights may also be suspended for infraction of any published rules and regulations, after notice and hearing.
- c. employ a Property Manager and independent contractor(s) as they deem necessary, and to prescribe their duties;
- d. borrow money for the purpose of improving the common area, and in aid thereof to mortgage said property, such mortgage to be subordinate to the rights of the owners; with the approval of sixty seven percent (67%) of the owners, to sell, exchange, hypothecate, alienate, encumber, dedicate, release, or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility;
- e. grant easement for public utilities or other public purposes consistent with the intended use of the common area;
- f. levy and collect assessments as more fully outlined in the CC&Rs;
- g. purchase insurance as outlined in the CC&Rs;
- h. may appoint an Architectural Control Committee;
- i. may appoint arbitrators to resolve association disputes;
- j. 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, Articles of Incorporation, or CC&Rs; and
- k. enforce and administer the Declaration of CC&Rs recorded as affecting the properties.

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

- a. act within sixty (60) days upon any written request for approval or disapproval submitted pursuant to the CC&Rs;
- b. cause to be kept a complete record of all its acts and corporate affairs and to present a statement 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 contractors of this Association, and to see that their duties are properly performed;
- d. prepares 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. 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;
- g. 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;
- h. 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.
- i. establish a reserve for bad debt

### **ARTICLE 9 - OFFICERS AND THEIR DUTIES**

**Section 9.1: Enumeration of Offices.** The officers of this Association shall be a President, Vice President, Secretary, and Treasurer, 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 of Trustees 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 he/she shall sooner resign, or 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.

**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 he/she replaces.

**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 of any of the other offices except in the case of a special office created pursuant to Section 9.4 above.

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

- a. **President.** The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Trustees, he/she shall be in charge of the business and

affairs of the Association. The President shall preside at all meetings of the Board of Trustees and shall see that orders and resolutions of the Board are carried out. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Trustees or these Bylaws, he/she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Trustees has authorized to be executed.

**b. Vice President.** The Vice President shall act in the place and stead of the President in the event of his/her 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 minutes of the meetings of the members and the Board of Trustees in books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, and be custodian of the corporate records. Keep a register of the post office address of each member which shall be furnished to the Secretary by such member, and perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Board of Trustees. These duties may be delegated to a bonded management company by vote of the Board of Trustees.

**d. Treasurer.** The Treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall receive and deposit in appropriate financial institution(s) all monies of the Association and disburse such funds as directed by resolution of the Board of Trustees; sign all checks and promissory notes of the Association; maintain a roster of properties, assessments and payments; keep proper books of account(s); issue certificates of payment of assessments; may cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; notify the Trustees of members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the members at said meeting. These duties may be delegated to a bonded management company by vote of the Board of Trustees

**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.

## **ARTICLE 10 - FINANCIAL MATTERS**

**Section 10.1: Depositories.** The Board of Trustees shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board.

**Section 10.2: Contracts.** The Board of Trustees may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Trustees, no officer, agent, or contractor shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

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

**Section 10.4: Annual Report.** The Board of Trustees shall present at the annual meeting of the members the report of the Treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Trustees shall provide all members, at the expense of the Association, copies of said annual budget and statement of income and expense.

**Section 10.5: Books and Records.** The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member upon a five (5) day written notice. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE 11 - INDEMNIFICATION OF TRUSTEES AND OFFICERS**

Each Trustee and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he/she has or shall become subject while or after serving by reason of serving as Trustee or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him/her as such Trustee or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his/her own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Trustee or officer of the Association may otherwise be entitled by law.

#### **ARTICLE 12 - COMMITTEES**

**Section 12.1: Committees of Trustees.** The Board of Trustees, by resolution adopted by a majority of the Trustees, may designate one or more committees, including an Architectural Control Committee, each of which shall consist of two or more members, which committees, to the extent not restricted by law, shall have and exercise the authority granted by the Board of Trustees. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed by law.

**Section 12.2: Other Committees.** Other committees may also be designated by resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association and the Board of Trustees of the Association shall appoint the members thereof. Any member thereof may be removed by the Board of Trustees whenever in its judgment the best interests of the Association shall be served by such removal.

**Section 12.3: Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his/her successor is appointed, unless removed from such committee, or unless such member shall cease to qualify as a member thereof.

**Section 12.4: Rules.** Each committee may adopt rules for its own proceedings not inconsistent with these Bylaws or with rules adopted by the Board of Trustees.

### **ARTICLE 13 - CORPORATE SEAL**

The Association shall have a seal in a circular form having within its circumference the words "Paradise Cove Townhomes/Homeowners Association," the year of its incorporation, and a notation that the Association is Not-for-Profit.

### **ARTICLE 14 - RULES AND REGULATIONS**

The Board of Trustees shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management, and control of the property, equipment, facilities, and utility systems of the Association, and the Board of Trustees may alter from time to time such rules and regulations. The members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees, and others over whom they may exercise control or supervision. The Trustees may levy a fine or penalty 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 four (4) days' written notice.

### **ARTICLE 15 - AMENDMENTS**

**Section 15.1: Amendments.** These bylaws may be altered, amended, repealed, or added to by the vote of the Board of Trustees at any regular meeting of said Board or at a special meeting called for that purpose.

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

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

Certification

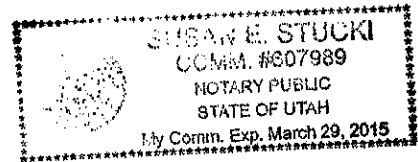
I, the undersigned, do hereby certify:

1. I am the duly elected President of the Paradise Cove Townhomes Association, a Utah Non-Profit Corporation, described as SG-PACT Phases 1-2-3, with the Washington County, Utah Recorders Office.

2. The foregoing Bylaws constitute the Bylaws of said Corporation as duly adopted at a meeting of the Board of Trustees hereof, held on the 14 day of October, 2013.

3. IN THE WITNESS WHEREOF, I have hereunto set my hand this 24 day of October, 20 13.

Boyd A Bell  
President



Certification

I, the undersigned, do hereby certify:

1. I am the duly elected Secretary of the Paradise Cove Townhomes Association, a Utah Non-Profit Corporation, and described as SG-PACT Phases 1-2-3, with the Washington County, Utah Recorders Office.

2. The foregoing Bylaws constitute the Bylaws of said Corporation as duly adopted at a meeting of the Board of Trustees hereof, held on the 14 day of October, 2013.

3. IN THE WITNESS WHEREOF, I have hereunto set my hand this 24 day of October, 20 13.

Glen J. Brown  
Secretary

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 24 day of October, 20 13, before me personally appeared Boyd A Bell & Glen J. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Susan E Stucki  
NOTARY PUBLIC

Address: 1240 E 100 S #10 St George Ut  
84790

My Commission Expires: 3/29/15

