

After Recording Return To
Justin W. Wayment
WAYMENT & JONES LAW
51 East 400 North, Bldg #1
P.O. Box 1808
Cedar City, UT 84721

**FOR ACCOMMODATION
ONLY**

Not Examined

NOTICE OF BYLAWS

OF

CROSS HOLLOW HILLS OWNER'S ASSOCIATION, INC.

The Bylaws of Cross Hollow Hills Owner's Association, Inc. were signed and in force and effect as of September 24th, 2019. The Association now desires that the attached Bylaws be recorded in the records of the Iron County Recorder, State of Utah, as required by Utah Code Ann. 57-8a-216, against the properties stated in Exhibit A.

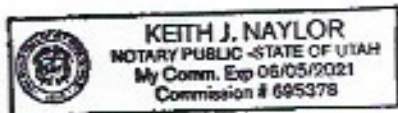
IN WITNESS WHEREOF, Cross Hollow Hills Owner's Association, Inc. has executed this document for recording on this 24th day of Sept., 2019.

Cross Hollow Hills Owner's Association, Inc.

Steve B. Carroll
By:
Its:

STATE OF UTAH)
 :SS
County of Iron)

On the 24 day of September 2019, personally appeared before me Steve Carrol who, being first duly sworn, did that say that he is the President of the Board of Trustees for the Cross Hollow Hills Owner's Association, Inc. and that the foregoing instrument was signed in behalf of said Association after being duly authorized to sign the same.



Keith J. Naylor
Notary Public.

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P.O. Box 1808
Cedar City, UT 84721

**FOR ACCOMMODATION
ONLY**

Not Examined

This document has been recorded
electronically by Cedar Land Title, Inc.
The attached copy shows the
County Recorder's stamp
as it now appears in the public record.

Date: 10-8-2019 Entry: 00734701

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[Signature]
Notary Public

Attached to that certain Notice of Bylaws executed by Northridge At Cross Hollow Hills Owner's Association, Inc.

EXHIBIT "A"

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, North Ridge at Cross Hollow Hills, Subdivision Phase 1, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:

D-1196-0002-0000, D-1196-0003-0000, D-1196-0004-0000, D-1196-0005-0000, D-1196-0006-0000, D-1196-0007-0000, D-1196-0008-0000, D-1196-0009-0000, D-1196-0010-0000, D-1196-0011-0000, D-1196-0012-0000, D-1196-0013-0000, D-1196-0014-0000, D-1196-0015-0000, D-1196-0016-0000, D-1196-0017-0000, D-1196-0018-0000, D-1196-0019-0000, D-1196-0020-0000 and D-1196-0021-0000.

Lots 1, 22 and 23, North Ridge at Cross Hollow Hills Subdivision, Phase 1 Amended, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers: D-1196-0001-000A, D-1196-0022-000A and D-1196-0023-000A.

Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 and 53, North Ridge at Cross Hollow Hills Subdivision, Phase 2, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:

D-1208-0024-0000, D-1208-0025-0000, D-1208-0026-0000, D-1208-0027-0000, D-1208-0028-0000, D-1208-0029-0000, D-1208-0030-0000, D-1208-0031-0000, D-1208-0032-0000, D-1208-0033-0000, D-1208-0034-0000, D-1208-0035-0000, D-1208-0036-0000, D-1208-0037-0000, D-1208-0038-0000, D-1208-0039-0000, D-1208-0040-0000, D-1208-0041-0000, D-1208-0042-0000, D-1208-0043-0000, D-1208-0044-0000, D-1208-0045-0000, D-1208-0046-0000, D-1208-0047-0000, D-1208-0048-0000, D-1208-0049-0000, D-1208-0050-0000, D-1208-0051-0000, D-1208-0052-0000 and D-1208-0053-0000.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, North Ridge at Cross Hollow Hills Subdivision, Phase 3, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:

D-1218-(0001 thru 0026)-0000, D-1218-0002-0000, D-1218-0003-0000, D-1218-0004-0000, D-1218-0005-0000, D-1218-0006-0000, D-1218-0007-0000, D-1218-0008-0000, D-1218-0009-0000, D-1218-0010-0000, D-1218-0011-0000, D-1218-0012-0000, D-1218-0013-0000, D-1218-0014-0000, D-1218-0015-0000, D-1218-0016-0000, D-1218-0017-0000, D-1218-0018-0000, D-1218-0019-0000, D-1218-0020-0000, D-1218-0021-0000, D-1218-0022-0000, D-1218-0023-0000, D-1218-0024-0000, D-1218-0025-0000 and D-1218-0026-0000

00733523

B: 1457 P: 793 Fee \$179.00
Carri R. Jeffries, Iron County Recorder Page 2 of 9
09/16/2019 09:38:57 AM By JUSTIN UAYMENT



BYLAWS
OF
CROSS HOLLOW HILLS COMMUNITY ASSOCIATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of Cross Hollow Hills Community Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME

The name of this nonprofit corporation is Cross Hollow Hills Community Association (the "Association").

ARTICLE II

PURPOSE

This non-profit corporation is organized for the purpose of conducting the common affairs of the lot owners in the Association. To carry out those purposes, the corporation shall have all authority given to non-profit corporations under the Utah Nonprofit Corporations and Co-operative Association Act, all of the authority specified in the Declaration of Restrictive Covenants and Conditions regarding the community filed in the Iron County Recorder's office and any and all other powers and authorities necessary or reasonable to maintain and improve, on behalf of the lot owners in the community, all common aspects of the Subdivision.

ARTICLE III

MEMBERS

A. **Members of Record.** Upon purchasing a lot in the Cross Hollow Hills Subdivision (hereafter the "Community"), each owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such lot has been vested in such owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of, or to vote at, any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date. The persons or entities appearing in the records of the Association on such record date as the Owners of record of lots in the Community, shall be deemed to be the Members of record entitled to notice of, and to vote at, the meeting of the Members.

B. **Annual Meetings.** The annual meeting of the Members shall be held on the 4th Saturday of April of each year for the purpose of electing Trustees and/or transacting such other business as may properly come before the members of such meeting. If the election of Trustees shall not be held on the day designated herein for such annual meeting or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may change the date and time for the annual meeting of the Members by adoption of a resolution to that effect.

C. **Special Meetings.** Special meetings of the members may be called by the Board of Trustees, the President, or upon the written request of Members holding at least twenty percent (20%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting, and to be delivered to the Board of Trustees or to the President.

D. **Place of Meetings.** The Board of Trustees may designate any place in Iron County, Utah, as the place of the meeting for any annual meeting or for any special meeting called by the Board of Trustees. A waiver of notice signed by all Members may designate any place, either

within or outside the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be within the Subdivision.

E. Notice of Meetings. The Board of Trustees shall cause written or printed notice of the date, time, place, and purpose of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for the purposes of notice hereunder.

F. Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast votes, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum may make decisions that will be presented at a later date to the Members of the Association. Notice thereof shall be delivered to the Members as provided above.

G. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney duly authorized in writing to do so. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their respective attorneys duly authorized in writing to do so. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

H. Votes. With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast one vote for each lot owned. Unless a greater proportion is required by the Articles of Incorporation of the Association, these Bylaws, or Utah law, the affirmative vote of the majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present, shall be necessary for the adoption of any matter voted on by the Members. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their jointly held membership or such votes may not be cast.

I. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

J. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter of such action.

K. Waiver of Notice. Any notice required to be given to a Member, may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice.

ARTICLE IV

BOARD OF TRUSTEES

A. General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether

derived from law or the Articles of Incorporation of the Association, except such powers as are by law, by the Articles of Incorporation of the Association, or by these Bylaws, vested solely in the Members. The Board of Trustees may delegate, in whole or in part, such of its duties, responsibilities, functions, and powers as are properly delegable. Such delegation shall be valid only if made by written contract with a professional management organization or person.

B. Number, Tenure, and Qualifications. The number of Trustees of the Association shall be five (5). Trustees are to be reelected on a rotating basis for a term of three (3) years, in such a manner as to ensure that no more than two (2) Trustees are elected in a given year. At each annual meeting, the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of current Trustees. All Trustees must be Members of the Association.

C. Regular Meetings. The regular annual meeting of the Board of Trustees shall be held, without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution, the date, time, and place, within Iron County, Utah, for the holding of additional regular meetings without other notice than such resolution.

D. Special Meetings. Special meetings of the Board of Trustees may be called by, or at the request of, any Trustee, who may fix any place within Iron County, Utah, as the place for holding any such special meeting. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or by mail, to each Trustee at their respective registered address, or by electronic communication. If mailed, such notice will be deemed to have been delivered when deposited in the United States Mail, properly addressed with first class postage prepaid.

E. Quorum and Manner of Acting. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual trustees shall have no power as such.

F. Compensation. No Trustee shall receive compensation for any services that he or she may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in the performance of their duties as a Trustee; and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association in capacities other than as Trustees.

G. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to the President or to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members called for such purpose.

H. Vacancies and Newly Created Trusteeships. If vacancies should occur in the Board of Trustees by reason of the death or resignation of a Trustee or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting at which such vote occurs. Any vacancies in the Board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor or for the term of the newly created Trusteeship, as the case may be.

I. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if a consent in writing or by electronic communication setting forth the action to be so taken, is signed and agreed to by all of the Trustees.

J. Waiver of Notice. Any notice required to be given to a Trustee may be waived by the Trustee entitled thereto, signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless such Trustee is attending the meeting for the sole

and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

ARTICLE V

OFFICERS

A. Number. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, a Chairman the Architectural Control Committee, and such other officers as may from time to time be appointed by the Board of Trustees.

B. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event the Board of Trustees fails to choose officers at such regular annual meeting, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until after the next ensuing regular annual meeting of the Board of Trustees occurs and his successor has been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever occurs first. Members of the Board of Trustees shall be and remain Members of the Association during the entire term of their respective offices.

C. Subordinate Officers. The Board of Trustees may appoint and remove such other officers or agents, 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 Trustees may determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

D. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon

delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

E. Vacancies and Newly Created Offices. If any vacancy occurs in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office is created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

F. President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. The President shall sign all conveyances, mortgages, documents, and contracts on behalf of the Association; and shall do and perform all other acts and things that the Board of Trustees may require.

G. Vice-President. The Vice-President shall assume and fulfill the duties of the President in the absence or incapacitation of the President.

H. Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as the Non-Profit Corporation Act, these Bylaws, or any resolution the Board of Trustees may require the Secretary to keep. The Secretary shall be the custodian of the Seal of the Association, if any, and shall affix such Seal, if any, to all papers and instruments requiring the same. The Secretary shall perform such other duties as the Board of Trustees may require.

I. Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and, when requested by the President to do so, shall report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. The Treasurer shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Areas, specifying and itemizing the additions to and expenses paid out of the Common Expense Fund. The Treasurer shall perform such other duties as the Board of Trustees may require. Upon majority consent of the Board of Trustees, such duties may be delegated to, or contracted with, an outside agent.

J. Chairman. The Chairman of the Architectural Control Committee shall oversee and supervise all aspects of the Architectural Control

Committee, as outlined in the Architectural Control Policy approved by the Board of Trustees. This shall include the review of all documentation, approval/disapproval of construction plans, and formal documentation of any changes requested after approval of initial construction plans. The Chairman shall defer to the Board of Trustees for clarification and resolution of any request or issue not specifically covered in the Architectural Control Policy.

K. Compensation. No officer shall receive compensation for any services that he/she may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in the performance of their duties as officers, and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association in capacities other than as officers.

ARTICLE VI

COMMITTEES

A. Designation of Committees. The Board of Trustees may designate, by resolution, such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee shall include only Members of the Association and a member of the Board of Trustees, who shall serve as chairman of such committee.. No committee member shall receive compensation for their services as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in the performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association in capacities other than as committee members.

B. Proceedings of Committees. Each committee designated by the Board of Trustees, and presided over by a Trustee, may appoint its own recording officers, and may meet at such places and times, and upon such notice, as each such committee may determine. Each such committee shall keep a record of its proceedings, and shall regularly report such proceedings to the Board of Trustees.

C. Quorum and Manner of Acting. At each meeting of any committee designated by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any such committee shall act only as a committee, and the individual members thereof shall have no powers as such.

D. Resignation and Removal. Any member of any committee designated by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the Trustee presiding over such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of any committee may be removed by the Board of Trustees at any time, for or without cause.

E. Vacancies. If any vacancy occurs in any such committee due to disqualification, death, resignation, removal, or otherwise, the remaining members, until the filling of such vacancy, shall constitute the total authorized membership of such committee; and, provided that two or more members of such committee remain, may continue to act. Such vacancies may be filled at any meeting of the Board of Trustees.

ARTICLE VII

INDEMNIFICATION

A. Third Party Actions. The Association shall have the power to indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that he/she is or was a Trustee, officer, or employee of the Association, or is or was serving at the request of the Association as a Trustee, director, officer, or employee. Such person may be indemnified against expenses (including attorney's fees), judgments, fines, and amounts paid in

settlements, if such were actually and reasonably incurred in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association; and, with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe that his/her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association; or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

B. Association Actions. The Association shall have the power to indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Trustee, officer, or employee of the Association. Such person may be indemnified against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, if such were actually and reasonably incurred in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association: provided, however, that no indemnification shall be made in relation to any claim, issue, or matter as to which such person has been adjudged to be liable for gross negligence or willful misconduct in the performance of his/her duty to the Association, unless such indemnification is ordered by the court in which the action, suit, or proceeding was brought.

C. Determination. To the extent that a Trustee, officer, or employee of the Association has been successful on the merits in defense of any action, suit, or proceeding referred to in Sections A or B hereof, he/she shall be indemnified against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection therewith. Any other indemnification under Sections A or B hereof shall be made by the Association only upon a determination that indemnification the Trustee, officer, or employee is proper in the circumstances because such individual has met the applicable standard of conduct set forth in Sections A or B hereof. Such determination shall be

made (1) By the Board of Trustees by a majority vote of the Trustees who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

D. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees, and upon receipt of an undertaking by or on behalf of the Trustee, officer, or employee to repay such amount or amounts unless it ultimately is determined that he/she is entitled to be indemnified by the Association as authorized by this Article.

E. Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, and employees of the Association, and shall continue as to such persons who cease to be Trustees, officers, or employees of the Association; and shall inure to the benefit of the heirs, executors, and administrators of all such persons, and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

F. Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the Association, and shall be paid with funds from the Common Expense Fund.

ARTICLE VIII

FISCAL YEAR AND SEAL

A. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of each year.

B. Seal. The Board of Trustees, by resolution, may provide a

corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of Incorporation, and the words "Corporate Seal".

ARTICLE IX

RULES AND REGULATIONS

The Board of Trustees may adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Community to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation of the Association and these Bylaws. The Board of Trustees shall provide the Members with copies of all rules and regulations so adopted, and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENTS

Except as otherwise provided by law, by the Articles of Incorporation of the Association or by these Bylaws, these Bylaws may be amended and new Bylaws may be made and adopted by the Members holding at least fifty-one percent (51%) of the total votes in the Association consenting and agreeing to such amendment by instruments duly recorded in the office of the County Recorder for Iron County, State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Cross Hollow Hills Community Association, have executed these Bylaws this 24TH day of SEPTEMBER 2019.

Steve Carroll

Steve Carroll

Dennis Gray

Dennis Gray

Joseph Kaufman

Joseph Kaufman

Michael Wilson

Michael Wilson

Walt Kidwell

Walt Kidwell