

After Recording Return To:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

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Gary W. Ott
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 9 P.

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE BOULDERS AT ROSECREST
AND
AMENDMENT TO THE BYLAWS OF THE BOULDERS AT ROSECREST
HOMEOWNERS ASSOCIATION**

This Amendment to the Declaration and Bylaws is executed on the date set forth below by The Boulders at Rosecrest Homeowners Association ("Association").

RECITALS

A. Real property in Salt Lake County, Utah, known as The Boulders at Rosecrest, a Utah Planned Unit Development was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded August 18, 2006, in the Salt Lake County Recorder's Office as Entry 184944:2003;

B. The Bylaws were adopted simultaneously with the Declaration;

C. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

D. This amendment is intended to update provisions of the Declaration and Bylaws to better reflect practical operations for the Association;

E. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

F. The Board certifies that the Period of Declarant's Control has terminated. The Board further certifies that in compliance with Article III, Section 44 of the Declaration, more than 67% of the Eligible Votes of the members of the Association have approved this amendment;

G. The Board certifies that there are no Eligible Mortgagees as defined in the Declaration;

H. The Board certifies that the amendment to the Bylaws was approved by a vote of the majority of the Board of Directors, as required by Article IX, Section 9.1 of the Bylaws;

I. The capitalized terms in this Amendment shall have the same meaning given to

them in the Declaration;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration and Bylaws as follows:

Declaration Article III, Section 6(n)(16) is repealed and amended in its entirety to read as follows:

(16) Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Lot are allowed. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets may not be tied or tethered in the Common Area, or left unattended in the Limited Common Area. The Board may establish Pet Rules and charge a pet deposit and/or a registration fee.

Declaration Article III, Section 35 is repealed and amended in its entirety to read as follows:

35. Individual Assessments. Individual Assessments shall be levied by the Board against a Lot and its Owner to reimburse the Association for: (a) administrative costs and expenses incurred by the Board in enforcing the Project Documents; (b) costs associated with the maintenance, repair or replacement of Common Area for which the Lot Owner is responsible; (c) any other charge, fee, fine, dues, expense, or cost designated as an Individual Assessment in the Project Documents or by the Board; (d) any fee, fine, expense, or cost that benefits less than all the Lots, and (e) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

Declaration Article III, Section 37 is repealed and amended in its entirety to read as follows:

37. Working Capital Fund. Each time a Lot is sold or conveyed, the Board shall collect a fee at the time of closing in an amount to be determined by the Board, which shall not exceed ½% of the price of the Lot ("Working Capital Payment"). The purpose of the Working Capital Payment is to function as an impact or transfer fee, to insure that the Board will have cash available to

satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, pay for administrative expenses, or be used for any other association expenses. Working Capital Payments are not to be considered as advance payments or regular monthly payments of Common Expenses.


Bylaw Article IV, Section 4.8 is amended to reduce the quorum required for the initial meeting from 51% to 20%, the remaining provisions of Section 4.8 will remain the same.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 14 day of Nov, 2013.

THE BOULDERS AT ROSECREST HOMEOWNERS ASSOCIATION



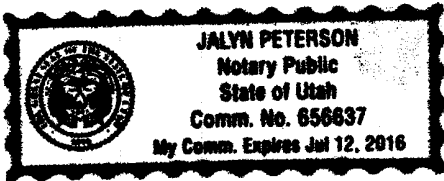
President

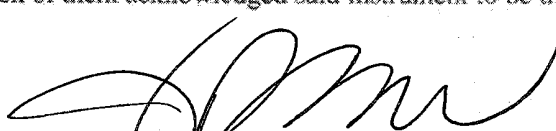


Secretary

STATE OF UTAH)
)ss
County of Salt Lake)

On the 14th day of November, 2013, personally appeared Matt Vandenburg
and Tyler Harsh who, being first duly sworn, did that say that they
are the President and Secretary of the Association, did certify that the required votes as identified
in the Recitals were obtained, and that said instrument was signed and sealed on behalf of said
Association by authority of its Board; and each of them acknowledged said instrument to be their
voluntary act and deed.





Notary Public for Utah

**EXHIBIT A
LEGAL DESCRIPTION**

ALL LOTS BOULDERS AT ROSECREST PLANNED UNIT DEVELOPMENT AS SHOWN ON THE OFFICIAL PLAT THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SALT LAKE COUNTY, UTAH.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	G1	32-12-252-227-0000	N
	L	G2	32-12-252-228-0000	N
	L	G3	32-12-252-229-0000	N
	L	G4	32-12-252-230-0000	N
	L	G5	32-12-252-231-0000	N
	L	G6	32-12-252-232-0000	N
	L	G7	32-12-252-233-0000	N
	L	G8	32-12-252-234-0000	N
	L	G9	32-12-252-235-0000	N
	L	G10	32-12-252-236-0000	N
	L	G11	32-12-252-237-0000	N
	L	G12	32-12-252-238-0000	N
	L	G13	32-12-252-239-0000	N
	L	G14	32-12-252-240-0000	N
	L	G15	32-12-252-241-0000	N
	L	G16	32-12-252-242-0000	N
	L	G17	32-12-252-243-0000	N
	L	G18	32-12-252-244-0000	N
	L	G19	32-12-252-245-0000	N
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	L	G21	32-12-252-247-0000	N
	L	G22	32-12-252-248-0000	N
	L	G23	32-12-252-249-0000	N
	L	G24	32-12-252-250-0000	N
	L	G25	32-12-252-251-0000	N
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