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BYLAWS
OF
THE FALLS AT BOULDEN RIDGE HOMEOWNERS ASSOCIATION, INC.
A Utah Nonprofit Corporation
Organized Under the Utah Revised Nonprofit Corporation Act

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**BYLAWS
OF
THE FALLS AT BOULDEN RIDGE HOMEOWNERS ASSOCIATION, INC.
A UTAH NONPROFIT CORPORATION**

The administration of The Falls at Boulden Ridge Homeowners Association, Inc. (the "Association") shall be governed by the Declaration of Covenants, Conditions, Easements and Restrictions for The Falls at Boulden Ridge Subdivision, recorded as Entry No. _____ in Book _____, at Page _____ on _____, 2007 in the official records of Salt Lake County, Utah (the "Declaration"); the Articles of Incorporation for The Falls at Boulden Ridge Homeowners Association, Inc. (the "Articles"); and these Bylaws (as the Declaration, Articles and these Bylaws may from time to time be amended).

**ARTICLE I
NAME, PRINCIPAL OFFICE, DEFINITIONS AND APPLICATION**

Section 1.1 Name. The name of the Association is "The Falls at Boulden Ridge Homeowners Association, Inc."

Section 1.2 Principal Office. The principal office of the Association shall be located at 14587 South 790 West, Unit A, Suite 200, Salt Lake City, Utah 84020, or at any other place as may be designated in the most recent document on file with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division") providing information regarding the principal office of the Association. The Association shall maintain at its principal office a copy of such corporate records as may be required by Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act (the "Act").

Section 1.3 Registered Office. The registered office of the Association required to be maintained by Section 16-6a-501 of the Act shall be the registered office as originally so designated in the Association's Articles of Incorporation or subsequently designated as the Association's registered office in the most recent document on file with the Division providing such information. The Association shall maintain a registered agent at the registered office, as required by Section 16-6a-501 of the Act. The registered office and registered agent may be changed from time to time as provided in Sections 16-6a-501 and 502 of the Act.

Section 1.4 Definitions. These Bylaws shall operate under the Act, as amended. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in Section 1 of the Declaration, unless the context indicates otherwise.

Section 1.5 Bylaws' Application. All present and future Owners, mortgagees, lessees and occupants of Lots and their employees and guests, and any other persons who may use the Trails or Common Areas and Facilities of the Subdivision in any manner are subject to the Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Lot, or the occupancy of any Lot, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

**ARTICLE II
MEMBERSHIP, VOTING AND MEETINGS**

Section 2.1 Association Membership; Voting. Every Owner of a Lot, including Declarant, shall be a member of the Association ("Member"), and the Declarant shall be a member of the Association so long as it owns any part of the Subdivision (unless and until the Declarant expressly relinquishes in writing its status as a Member). The foregoing is not intended to include person or entity who holds an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's Association Membership (as defined below).

Section 2.2 Classes of Association Membership; Voting. The Association shall have two classes of voting memberships (each, an "Association Membership"):

2.2.1 Class A Association Memberships. All Association Memberships shall be Class A Association Memberships except the Class B Association Memberships held by the Declarant. Each Owner of a Unit shall become a Class A Association Member of the Association, and shall receive one (1) Class A Association Membership for each Lot held by the Owner. Each Class A Association Membership shall have one (1) vote. Each Owner shall be entitled to vote for each Class A Association Membership held by the Owner (each, a "Class A Vote"), subject to the authority of the Board (as defined below) to suspend the voting rights of the Owner for violations of the Declaration in accordance with its provisions thereof. Each Class A Association Membership in the Association shall be held jointly by all Owners of a Lot.

2.2.2 Class B Association Memberships. Declarant shall be a Class B Association Member of the Association and shall possess one (1) Class B Association Membership for each Lot held by Declarant. Each Class B Association Membership shall have seven (7) votes (each, a "Class B Vote"). Class B Association Memberships shall cease and shall be converted to Class A Association Memberships at such time as Lots are sold by Declarant to purchasers of such Lots.

2.2.3 Vote Calculations. Except as otherwise expressly provided in the Declaration or in any of the other Subdivision documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of Members at which a quorum is present shall be decided by a simple majority of all votes represented in person or by valid proxy at such meeting, regardless whether such votes are otherwise deemed to be Class A Votes or Class B Votes.

Section 2.3 Voting Procedures. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees, upon the execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Class A Association Membership must be cast as a unit, and fractional votes shall not be allowed. If any Class A Association Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

Section 2.4 Association Membership Rights. Each Member shall have the rights, duties and obligations set forth in the Declaration as the same may be amended from time to time.

Section 2.5 Transfer of Class A Association Membership. The rights and obligations of the Owner of a Class A Association Membership in the Association shall not be assigned, transferred,

pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership to the Lot . A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Class A Association Membership(s) appurtenant to such Lot to the new Owner(s) thereof.

Section 2.6 Annual Meeting. The annual meeting of Members shall be held each year on a date and at a time designated by the Members. At the meeting, Trustees (as defined below) shall be elected and any other proper business may be transacted. If the election of Trustees shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a meeting of the Members as soon thereafter as may be convenient. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 2.7 Special Meetings. Special meetings of the Association may be called by the Declarant, the President, the Board, or Members representing at least twenty-five percent (25%) or more of the votes of the Association.

Section 2.8 Place of Meetings. Each annual or special meeting of the Members shall be held at such place within the Subdivision as may be designated by the Board. In the absence of any such designation, meetings shall be held at the clubhouse located in the Subdivision.

Section 2.9 Notice of Meetings.

2.9.1 Required Notice. The Association shall give notice to Members of the date, time, and place of each annual and special meeting of Members no fewer than ten (10) nor more than sixty (60) days before the meeting date, in accordance with the requirements of Sections 103 and 704 of the Act; provided, however, that if the event giving rise to a special meeting is an emergency, the Association may provide notice by such means and within such time period as the Association shall deem reasonable under the circumstances. Unless otherwise required by law or the Articles, the Association is required to give the notice only to Members entitled to vote at the meeting.

2.9.2 Contents of Notice. The notice of each special meeting must include a description of the purpose or purposes for which the meeting is called. Except as provided in this Section 2.9.2, or as otherwise required by the Act, other applicable law, or the Articles, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

2.9.3 Adjourned Meeting. If any annual or special meeting of Members is adjourned to a different date, time or place, then subject to the requirements of the following sentence notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 706 of the Act and Section 2.9 of these Bylaws, notice of the adjourned meeting must be given pursuant to the requirements of Section 2.9.1 of these Bylaws to Members of record entitled to vote at the meeting, as provided in Section 705(4)(b) of the Act.

2.9.4 Waiver of Notice. A Member may waive notice of any meeting (or any other notice required by the Act, the Articles or these Bylaws) by a writing signed by the Member

entitled to the notice, which is delivered to the Association (either before or after the date and time stated in the notice as the date and time when any action will occur), for inclusion in the minutes or filing with the Association records. A Member's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Association Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 2.10 Fixing of Record Date. For the purpose of determining the Class A Association Members entitled to: (i) notice of or to vote at any meeting of Members or any adjournment thereof; (ii) take action without a meeting; (iii) demand a special meeting; or (iv) take any other action, the Board may fix in advance a date as the record date. As provided in Section 706(4) of the Act, a record date fixed pursuant to such section may not be more than seventy (70) days prior to the date on which the particular meeting or action requiring such determination of Members is to be taken. If no record date is otherwise fixed by the Board as provided herein, then the record date for the purposes set forth below shall be the close of business on the dates indicated:

2.10.1 Annual or Special Meeting. With respect to a determination of Members entitled to notice of and to vote at an annual or special meeting of Members, the day before the first notice is delivered to Members.

2.10.2 Demand for Special Meeting. With respect to a determination of Members entitled to demand a special meeting of Members pursuant to Section 702(1)(b) of the Act, the later of (i) the earliest date of any of the demands pursuant to which the meeting is called, and (ii) the date that is sixty (60) days prior to the date the first of the written demands pursuant to which the meeting is called is received by the Association.

2.10.3 Action Without Meeting. With respect to a determination of Members entitled to take action without a meeting (pursuant to Section 2.17 of these Bylaws and Section 704 of the Act) or entitled to be given notice of an action so taken, the date the first Member delivers to the Association a writing upon which the action is taken.

A determination of Members entitled to notice of or to vote at any meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 2.11 Member List for Meetings. The officer or agent having charge of the membership transfer books for Memberships of the Association shall prepare a list of the names of all Members entitled to be given notice of, and to vote at, each meeting of Members, in compliance with the requirements of Section 710 of the Act. The list must be in alphabetical order and must show the address of, and the number of votes held by, each Member. The Member list must be available for inspection by any Member beginning on the earlier of (i) ten (10) days before the meeting for which the list was prepared, or (ii) two (2) business days after notice of the meeting is given, and continuing through the meeting and any adjournments thereof. The list must be available at the Association's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A Member or a Member's agent or attorney is entitled on written demand to the Association, and subject to the provisions of Sections 710, 1602 and 1603 of the Act, to inspect and copy, at such Member's sole and exclusive expense, the list during regular business hours, during the period it is available for inspection. The list is to be available at the meeting for which it was prepared, and any Member or any Member's agent or

attorney is entitled to inspect the list at any time during the meeting for any purpose germane to the meeting. The Member list is to be maintained in written form or in another form capable of conversion into written form within a reasonable time.

Section 2.12 Quorum and Adjournment. The presence in person or by proxy of Members representing forty percent (40%) of the total Class A Votes and Class B Votes, if any, in the Association at any meeting of the Association held in response to notice to all Members of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be ten percent (10%) of the Class A Votes and Class B Votes, if any, of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings of the Association.

Section 2.13 Business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Association Members representing at least twenty-five percent (25%) of the total Class A Votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the Class A Votes and Class B Votes required to constitute a quorum.

Section 2.14 Proxies. Members may vote by proxy. No proxy shall be valid unless signed by the Owner or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. A proxy is valid for eleven (11) months from its date of execution, unless a longer period is expressly provided in the proxy.

Section 2.15 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. *Robert's Rules of Order* (latest edition) shall govern the conduct of the Association's meeting when not in conflict with these Bylaws.

Section 2.16 Minutes. Minutes of the annual and special meetings of the Association shall be distributed to each Member within sixty (60) days after the meeting.

Section 2.17 Action Without Meeting. Unless otherwise provided in the Articles, and subject to the provisions of Section 707 of the Act, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action so taken, shall be signed by Members having no less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which a quorum was present and voted. Unless the written consents of all Members entitled to vote have been obtained, notice of any Member approval without a meeting shall be given at least ten (10) days before the consummation of the action authorized by the approval. Such notice shall meet the requirements of, and be delivered to all Members identified in, Section 707(2) of the Act. An action taken by written consent of the Members as provided herein has the same effect as action taken at a meeting of such members, and may be so described in any document.

2.17.1 Revocation of Written Consent. Any Member giving a written consent, or the Member's proxyholder, personal representative or transferee may revoke a consent by a signed writing describing the action and stating that the Member's prior consent is revoked, if the writing is received by the Association prior to the effectiveness of the action, as provided in Section 707(3) of the Act.

2.17.2 Termination of Written Consent. An action taken by written consent of the Members as provided herein is not effective unless all written consents on which the Association relies for the taking of the action are received by the Association within a sixty-day period. An action so taken is effective as of the date the last written consent necessary to effect the action is received by the Association, unless all of the written consents necessary to effect the action specify a later date as the effective date of the action, in which case the later date shall be the effective date of the action.

2.17.3 Method of Transmission of Consents. Unless otherwise provided in these Bylaws, the written consents may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto.

2.17.4 Election of Trustees by Written Consent. Notwithstanding the other provisions of these Bylaws, Trustees may not be elected by written consent except by unanimous written consent of all Association Memberships entitled to vote for the election of Trustees.

2.17.5 Record Date. As set forth in Section 2.10.2, if not otherwise determined as permitted by the Act and these Bylaws, the record date for determining Members entitled to take action without a meeting or entitled to be given notice of any action so taken is the date the first Member delivers to the Association a writing upon which the action is taken.

2.17.6 . Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by an Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.18 Meetings by Telecommunication. As permitted by Section 708 of the Act, unless otherwise provided in these Bylaws, any or all of the Members may participate in an annual or special meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting can hear each other during the meeting. A Member participating in a meeting by this means is considered to be present in person at the meeting.

Section 2.19 Maintenance of Records and Member Inspection Rights.

2.19.1 Corporate Records. As required by Section 1601 of the Act, the Association shall keep as permanent records minutes of all meetings of its Members and Board, a record of all actions taken by the Members or Board without a meeting, a record of all actions taken on behalf of the Association by a committee of the Board in place of the Board, and a record of all waivers of notices of meetings of Members, meetings of the Board, or any meetings of committees of the Board. The Association shall also maintain appropriate accounting and Member records as required by the statute. The Association shall keep at its principal office those corporate records and documents identified in Section 1601(5) of the Act and listed in the following paragraph.

2.19.2 Inspection Rights of Records Required at Principal Office. Pursuant to Section 1602(l) of the Act, a Member or Trustee of the Association (or such personal agent or attorney) who gives the Association written notice of the demand at least five (5) business days before the proposed inspection date, has the right to inspect and copy, at such Member's or Trustee's sole and exclusive expense, during regular business hours, any of the following records, all of which the Association is required to keep at its principal office:

2.19.2.1 its Articles of Incorporation as then in effect;

2.19.2.2 its Bylaws as then in effect;

2.19.2.3 the minutes of all Members, meetings, and records of all actions taken by Members without a meeting, for the past three (3) years;

2.19.2.4 all written communications within the past three (3) years to Members as a group or to the holders of any class or series of Association Memberships as a group;

2.19.2.5 a list of the names and addresses of its current officers and Trustees;

2.19.2.6 its most recent annual report delivered to the Division; and

2.19.2.7 all financial statements prepared for periods ending during the last three (3) years that a Member could request under Section 1605 of the Act.

2.19.3 Conditional Inspection Rights. In addition to the inspection rights set forth in paragraph 2.19.2 above, as provided in Section 1602(2) of the Act, a Member or Trustee of the Association (or such person's agent or attorney) who gives the Association a written demand in good faith and for a proper purpose at least five (5) business days before the requested inspection date, and describes in the demand with reasonable particularity the records proposed to be inspected and the purpose of the inspection, is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association:

2.19.3.1 excerpts from minutes of meetings of, and from actions taken by, the Members, the Board, or any committees of the Board, to the extent not subject to inspection under paragraph 2.19.2 of this Section 2.19;

2.19.3.2 accounting records of the Association; and

2.19.3.3 the record of Members (compiled no earlier than the date of the demand for inspection).

For the purposes of paragraph 2.19.3, a proper purpose means a purpose reasonably related to the demanding party's interest as a Member or Trustee. A party may not use any information obtained through the inspection or copying of records permitted by this paragraph 2.19.3 for any purposes other than those set forth in a proper demand as described above, and the officers of the Association are authorized to take appropriate steps to ensure compliance with this limitation.

Section 2.20 Financial Statements and Share Information. Within fifteen (15) days of receipt of a written request of any Member, the Association shall mail to the requesting Member its most recent annual or quarterly financial statements.

Section 2.21 Voting for Trustees. Unless otherwise provided in the Articles or the Act, Trustees are elected by a plurality of the Class A Votes and Class B Votes, if any, cast by the Members entitled to vote in the election at a meeting at which a quorum is present, in accordance with the requirements and procedures set forth in Section 804 of the Act. There shall be no cumulative voting. The candidate(s) receiving the most Class A Votes and Class B Votes, if any, shall be elected as Trustees.

ARTICLE III BOARD OF DIRECTORS

Section 3.1 Number and Powers. The affairs of the Association shall be conducted by a Board of three (3) Trustees and such officers as the Board may elect or appoint in accordance with the Articles and these Bylaws as the same may be amended from time to time. The initial Board shall be appointed by the Declarant, and will serve for terms of three (3) years, or until their successors have been elected. At such time as the first Board is named by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board may serve consecutive terms. At the time 50% of the Lots in all Phases are sold to persons other than the Declarant, one (1) Trustee will be elected by the Members. At the time that all Lots in all Phases are sold to persons other than the Declarant, or such earlier time as may be determined by the Declarant in its sole discretion, the two (2) Trustees appointed by the Declarant shall resign, and replacement Trustees will be elected by the Members.. The Board may also appoint various committees who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board's responsibilities shall include, but shall not be limited to, the following:

- 3.1.1 administration, including administrative support as required for the Architectural Committee;
- 3.1.2 preparing and administering an operational budget;
- 3.1.3 establishing and administering an adequate reserve fund;
- 3.1.4 scheduling and conducting the annual meeting and other meetings of the Members;
- 3.1.5 collecting and enforcing assessments;
- 3.1.6 accounting functions and maintaining records;

3.1.7 promulgation and enforcement of the rules and guidelines for the use and enjoyment of the Subdivision and the Common Areas and Facilities and Trails;

3.1.8 pledging future assessments as collateral to secure Association financing;

3.1.9 maintenance of the Common Areas and Facilities and Trails; and

3.1.10 all the other duties imposed upon the Board pursuant to the Declaration, including enforcement thereof.

Section 3.2 Declarant Control.

3.2.1 The Declaration establishes a period of Declarant control of the Association, during which period the Declarant or persons designated by it have authority to appoint and remove the Trustees and officers of the Board. The period of Declarant control shall terminate no later than the earlier of: (i) seven (7) years after the first Lot in the last Phase of the Subdivision is conveyed to an Owner; or (ii) after all Lots have been conveyed to Owners.

3.2.2 Not later than the termination of the period of Declarant control, the Members shall elect a Board of three (3) or more Trustees. The Trustees and officers of the Board shall take office upon election.

Section 3.3 Composition. Each Trustee shall have one (1) equal vote. Except with respect to Trustees appointed by the Declarant, the Trustees shall be Members or individuals living in the same residence as such Members.

Section 3.4 Nomination of Trustees. Nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairperson, who shall be a Trustee, and three (3) or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.5 Election and Term of Office. Trustees shall be elected by the Members, or appointed by the other Trustees, as set forth in these Bylaws. Trustees shall hold office for a term of three (3) years, or until the appointment or election of their successors. Trustees may be elected to serve any number of consecutive terms.

Section 3.6 Removal of Trustees and Vacancies. Any Trustee may be removed, with or without cause, by the vote of Members holding a majority of Class A Votes and Class B Votes, if any, entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Trustee, a successor shall be elected by the Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

3.6.1 Removal by Trustees. Any Trustee who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any Assessment or other charge due the Association, may be removed by a majority of the

Trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

3.6.2 Appointment by Trustees. In the event of the death, disability, or resignation of a Trustee, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

Section 3.7 Compensation. No Trustee shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A Votes and Class B Votes, if any, in the Association at a regular or special meeting. Any Trustee may be reimbursed by the Association for reasonable expenses of the Trustees for attendance at the Board meetings, or any other expenses incurred on behalf of the Association upon approval of a majority of the other Trustees. Trustees may be employed by the Association in another capacity and receive compensation for such employment; provided, further, that such employment shall be approved by vote or in writing by all Trustees not including the Trustee to be employed.

Section 3.8 Regular Meetings. The Board meetings shall be held at least quarterly at such times and places as the Board shall determine. No notice shall be necessary to the newly elected Board in order to legally constitute such meeting, provided a majority of the Trustees are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 3.9 Special Meetings. Special meetings of the Board may be called by written notice signed by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The person or persons authorized to call special meetings of the Board may fix the time and place of the meeting so called. Written notice of any special meeting shall be sent to all Trustees not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that (i) if the event giving rise to a special meeting is an emergency the Trustees may provide notice by such means and within such time period as the any two (2) Trustees shall deem reasonable under the circumstances, or (ii) notice of such meeting need not be given to any Trustee signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

Section 3.10 Notice. Unless the Articles, Bylaws, or the Act provide otherwise, regular meetings of the Board may be held without notice of the date, time, place, or purposes of the meeting. Unless the Articles or Bylaws provide for a longer or shorter period, special meetings of the Board must be preceded by two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting unless required by the Articles, Bylaws, or the Act. The giving of notice of any meeting shall be governed by the rules set forth in Section 103 of the Act.

Section 3.11 Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.12 Inspection of Books and Records. Any Trustee shall have the right at any reasonable time to inspect the books and records of the Association; provided, however, that the Board may restrict such inspection rights to the extent that the exercise thereof by any Trustee is determined to unduly interfere with the Association's day-to-day business activities.

Section 3.13 Quorum, Voting and Adjournment. A majority of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. If less than a quorum is present at the meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Trustee may vote or act by proxy at any Board meeting.

Section 3.14 Open Meetings. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that the Members who are not on the Board may not participate in any deliberation or discussion unless permission to speak is requested on his or her behalf by a Trustee. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may, with the approval of a majority of a quorum of its Trustees, adjourn the meeting and reconvene in executive session, excluding Members, to discuss and vote upon matters of a sensitive nature, such as personnel matters, litigation in which the Association is or may become involved, and similar orders of business.

Section 3.15 Action Without Meeting. Any action that is required or permitted to be taken at a Board meeting may be taken without a meeting if all of the Board or all Members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Trustees constitutes a quorum. Action taken pursuant to this Section 3.15 shall be a valid corporate action as though it had been authorized at a meeting of the Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the Board meetings.

Section 3.16 Board Committees. The Board may designate by resolution of the Trustees and appoint the Architectural Review Committee and such other committees and subcommittees as the Board deems appropriate, from time to time. Each committee shall exercise those powers granted to it by an enabling resolution of the Board; provided, however, that no committee shall exercise any power which is excluded from the delegation of power of the Board by the laws of the State of Utah, the Articles, or these Bylaws.

Section 3.17 Telephonic Conference. Directors or any committee thereof may participate in a meeting of the Board or committee by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.18 Right of Declarant to Disapprove Actions. So long as the Class B Association Memberships exist, the Declarant shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole and exclusive judgment of the Declarant, would tend to impair rights of the Declarant under the Declaration or these Bylaws, or interfere with development or the Subdivision, or diminish the level of services being provided by the Association. No such action, policy or program shall become effective or be implemented until and unless:

3.18.1 The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the

Secretary of the Association, as it may change from time to time, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

3.18.2 The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents shall make their concerns, thoughts, and suggestions known to the Board and/or the Association Members of the subject committee. The Declarant shall have and is hereby granted an exclusive right to disapprove any such action, policy, or program authorized by the Association, the Board or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 3.19 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a Board resolution, the fiscal year shall be the calendar year.

ARTICLE IV OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint other officers as it finds necessary and such officers shall have the authority to perform the duties prescribed by the Board. Any two offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Board.

Section 4.2 Election and Term. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

Section 4.3 Removal and Vacancies. Upon the affirmative vote of a majority of the Board, any officer may be removed, either with or without cause. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled at any regular meeting of the Board or at any special meeting of the Board called for that purpose for the unexpired portion of the term.

Section 4.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a nonprofit Association organized under the laws of the State of Utah, including but not limited to the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of treasurer in the absence of the treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 Vice President. The Vice President shall perform the functions of the President in his or her absence or inability to serve.

Section 4.6 Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of secretary of a nonprofit Association organized under the laws of the State of Utah. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 Treasurer. The Treasurer shall be responsible for Association's funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of treasurer of a nonprofit Association organized under the laws of the State of Utah. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Except for reserve funds described below, the Treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two (2) Trustees, one of whom may be the Treasurer if the Treasurer is also a Trustee.

Section 4.8 Resignation. Any officer may resign at such time as the Board approves a replacement.

Section 4.9 Execution of Instruments. Except as otherwise provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

Section 4.10 Statements of Unpaid Assessments. The Treasurer, manager or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board.

Section 4.11 Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the Board and no officer shall be prevented from receiving compensation by reason of the fact that such officer is also a director of the corporation. Appointment as an officer shall not of itself create a contract or other right to compensation for services performed as such officer.

ARTICLE V ENFORCEMENT

Section 5.1 Association's General Rights of Enforcement of Provisions of This and Other Instruments. The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the covenants set forth in the Declaration, these Bylaws, and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which

(a) shall have been executed pursuant to, or subject to, the provisions of the Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant.

Section 5.2 Abatement and Enjoinder of Violations by Owners. In addition to the provisions set forth in Section 5.1 above, the violation of any of the rules that may be promulgated by the Association from time to time shall also give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

5.2.1 To enter the Lot, Common Area and Facilities or Trails in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing of condition (except for additions or alterations of a permanent nature that may exist in that Lot) that is existing and creating a danger to the Common Area and Facilities or Trails contrary to the intent and meaning of the provisions of the Declaration. The Board shall not be deemed liable for any manner of trespass by this action; or

5.2.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 5.3 Fine for Violation. The Board may adopt resolutions providing for fines or other monetary penalties for the infraction of the Declaration. Fines will be levied after notice thereof and an opportunity to be heard. The Board may levy fines in amounts that it, in its sole discretion, shall determine to be reasonable for each violation of the Declaration, including those violations which persist after notice and an opportunity for a hearing is given.

Section 5.4 Specific Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose fines, which shall constitute a lien upon the Lot of the violator or to suspend an Owner's right to (i) use the Common Areas and Facilities or (ii) receive utilities at his or her Lot for failure to pay any assessment. Nothing in these Bylaws shall authorize the Board to limit ingress and egress to or from a Lot. In the event that any resident, guest or invitee of a Lot violates the Declaration and a fine is imposed, the fine shall first be assessed against the resident. The failure of the Board to enforce any provision of the Declaration shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 5.5 Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and Association Rules by any Person.

Section 5.6 Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, a proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Trustee, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator

appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 5.7 Appeal. If the hearing is conducted by a committee established by the Board, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within ten (10) days after the committee hearing date.

Section 5.8 Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article V, the Board may elect to enforce any provision of the Declaration by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

ARTICLE VI INDEMNIFICATION

Section 6.1 Actions By Or In The Right of The Association. The Association shall 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 or she is or was a Trustee or officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful. No indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper.

Section 6.2 Successful on the Merits. To the extent that a Trustee, manager, officer, employee, fiduciary or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.3 Determination Required. Any indemnification under Section 6.1 (unless ordered by a court) and as distinguished from Section 6.2, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the Trustee or officer is proper in the circumstances because such individual has met the applicable standard of conduct set forth in Section 6.1 above. Such determination shall be made by the Board by majority vote of a quorum consisting of those

directors who were not parties to such action, suit or proceeding or, if a majority of disinterested Trustees so commands, by independent legal counsel and a written opinion or by Members entitled to vote thereon.

Section 6.4 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current Trustee or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Trustee or officer furnishes to the Association a written affirmation of the Trustee's good faith belief that he or she has met the standard of conduct described in Section 6.1, the Trustee or officer furnishes to the Association a written understanding, executed personally or on the Trustee's or officer's behalf to repay the advance if it is ultimately determined that the Trustee or officer did not meet the standard of conduct and a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article VI. The undertaking required in this Section 6.4 shall be an unlimited general obligation of the Trustee or officer but need not be selected and may be accepted without reference to financial ability to make repayment.

Section 6.5 No Limitation of Rights. The indemnification provided by this Article VI shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested Trustees, or otherwise, nor by any rights which are granted pursuant to the Act.

Section 6.6 Trustees and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Trustee or an officer of the Association against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such individual against such liability under provisions of this Article VI. The Trustees and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Act.

ARTICLE VII RECORDS

Section 7.1 Records and Audits. The Association shall maintain financial records, and such other records as required by the Declaration or the Act. The cost of any audit shall be an expense of the Association unless otherwise provided in the Declaration.

Section 7.2 Examination. The Board shall establish reasonable rules with respect to:

7.2.1 Notice to be given to the custodian of the records by the Member or Trustee desiring to make the inspection;

7.2.2 Hours and days of the week when such an inspection may be made; and

7.2.3 Payment of the cost of reproducing copies of documents requested by a Member or Trustee.

Section 7.3 Records. The books and accounts for the Association shall be kept in accordance with generally accepted accounting principles under the direction of the Treasurer. At the close of each fiscal year, financial statements of the Association shall be prepared by the Treasurer, with such assistance from the Board and officers as the Treasurer may require, and distributed to all Members.

**ARTICLE VIII
ASSESSMENTS**

All expenses of the Association shall be assessed in accordance with the Declaration. No Member shall be exempt from liability for assessments by waiver of the use or enjoyment of any of the Subdivision or by abandonment of his or her Lot. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Subdivision, specifying and itemizing the maintenance, repair and replacement expenses of the Subdivision and any other expenses incurred. Such records shall be available for examination by the Members during regular business hours. In accordance with the actions of the Board in assessing assessments against the Lots, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Member. All assessments shall be a separate, distinct and personal liability of the Members at the time each assessment is made. The Board shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of assessments. Any person who shall have entered into a written agreement to purchase a Lot, by written request directed to the Board, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic assessments and the amount of unpaid assessments charged against such Lot and its Owner(s), and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Lot shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Owner shall remain so liable. The new Owner shall, and the former Owner shall not, be liable for any assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Board for which the Assessment is made relate in whole or in part to any period prior to that date. The Board is authorized to require a reasonable fee for furnishing such statements. In addition to the statements issuable to purchasers, the Board shall, upon ten (10) days' prior written request therefor, provide to any Member, to any person who shall have entered into a binding agreement to purchase a Lot and to any mortgagee, on request at reasonable intervals a current statement of unpaid assessments for Common Expenses with respect to a Lot. The Board is authorized to require a reasonable fee for furnishing such statements.

**ARTICLE IX
AMENDMENT TO BYLAWS**

Section 9.1 By Declarant. Prior to the conveyance of the first Lot by Declarant, Declarant may unilaterally amend these Bylaws. After such conveyance, and notwithstanding anything contained in these Bylaws to the contrary, these Bylaws may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith to make technical correction to fix mistakes or remove/clarify ambiguities; or (b) if such amendment is reasonably necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, Declarant shall have the right to amend these Bylaws to include all additional Phases of the Subdivision without the prior written consent of the Association or the Members. Finally, so long as Declarant owns any Lots, Declarant may unilaterally amend these Bylaws for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

Section 9.2 By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class A Votes of the Members in the Association

owning Lots in all Phases then incorporated into the Subdivision, and the consent of the Declarant, if such exists. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. At any time while this Declaration is in effect, the Owners of 67% of the Lots of all Phases then incorporated into the Subdivision may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 67% of the Owners at the time of the amendment at a special meeting held for such purpose.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. Unless otherwise provided in these Bylaws, all notices demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by (i) United States mail, first class postage prepaid, (ii) e-mail with confirmation of delivery, or (iii) facsimile transmission with confirmation of delivery:

10.1.1 If to a Member, at the mailing address, e-mail address or facsimile number which the Member has designated in writing and filed with the Secretary or, if no such mailing address, e-mail address or facsimile number has been designated, at the address of the Lot of such Member; or

10.1.2 If to the Association, the Board, or the manager, at the principal office of the Association or the manager, if any, or at such other mailing address, e-mail address or facsimile number as shall be designated by notice in writing to the Members pursuant to this Section 10.1.2.

Section 10.2 Conflicts. If there are conflicts between the provisions of Utah law, the Declaration, the Articles and these Bylaws, the provisions of Utah law, the Declaration, the Articles and these Bylaws (in that order) shall prevail. Should such conflicts arise, the mediation and dispute resolution provisions provided for in the Declaration are specifically incorporated herein by this reference and made a part of these Bylaws.

Section 10.3 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 10.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

Section 10.5 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

Section 10.6 Effective Date. These Bylaws shall take effect upon recording of the Declaration in the Office of the Salt Lake County Recorder.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Falls at Boulden Ridge Homeowners Association, Inc., a Utah nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees thereof held on the ____ day of _____, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2007.

Secretary


EXHIBIT "A"
APPROVAL

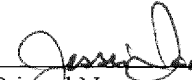
The foregoing Bylaws of the Falls at Boulden Ridge Homeowners Association, Inc. (the "Bylaws") were drafted by or pursuant to the direction of the Declarant concurrently with the original Declaration of Covenants, Conditions, Easements and Restrictions for the Falls at Boulden Ridge Subdivision recorded as Entry No. 10140124. The Bylaws, however, were not recorded. Pursuant to Utah Code Ann. § 16-6a-206, the Board hereby formally ratifies and adopts the Bylaws.

These Bylaws concern and affect real property more particularly described in Exhibit "B" attached hereto.

The President and Secretary of the Board hereby certify and swear that the requisite number of votes were cast by Board Members accepting and approving formal ratification and adoption of the Bylaws.

THE FALLS AT BOULDEN RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.


Printed Name: C. TYLER HOWLAND
President

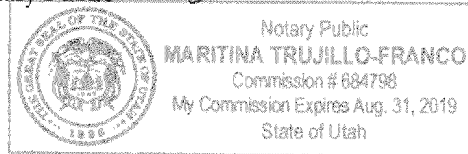

Printed Name: _____
Secretary

STATE OF UTAH)
 : ss
COUNTY OF)


On this 11th day of July, 2018, the foregoing instrument was signed acknowledged before me by C. Tyler Howland.


Notary Public

STATE OF UTAH)
 : ss
COUNTY OF)



On this 20th day of July, 2018, the foregoing instrument was signed acknowledged before me by Jessie Truon.


Notary Public

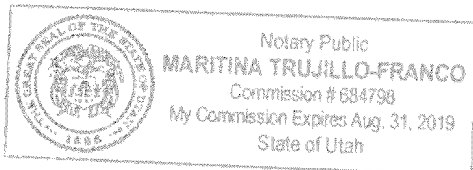


EXHIBIT "B"
PROPERTY DESCRIPTION

THE PROPERTY DESCRIPTION COMMENCES ON THE FOLLOWING PAGE
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Legal Description for Phase 1

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S00°26'39" W 215.86 FEET ALONG THE SECTION LINE; THENCE S89°40'47" W 495.57 FEET; THENCE S00°14'38" W 599.16 FEET; THENCE N89°45'17"W 224.58 FEET; THENCE SOUTHEASTERLY 5.87 FEET ALONG THE ARC OF A 37.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S45°20'36" E 5.87 FEET; THENCE SOUTHEASTERLY 52.61 FEET ALONG THE ARC OF A 79.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S30°45'16" E 51.65 FEET; THENCE SOUTHEASTERLY 30.69 FEET ALONG THE ARC OF A 37.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S35°07'20" E 29.84 FEET; THENCE S58°34'09" E 35.66 FEET; THENCE S31°25'51" W 62.63 FEET; THENCE S65°46'01" E 23.12 FEET; THENCE S33°34'45" W 125.14 FEET; THENCE S44°52'02" W 176.72 FEET; THENCE S11°37'22" E 61.46 FEET; THENCE S16°30'46" E 182.35 FEET; THENCE S17°38'51" E 91.64 FEET; THENCE S02°47'25" E 50.17 FEET; THENCE S01°41'07" E 18.81 FEET; THENCE S04°34'57" W 75.43 FEET; THENCE N81°50'11" W 57.35 FEET; THENCE S11°14'34" W 67.37 FEET; THENCE S38°20' 18" E 208.42 FEET; THENCE S43°44'59" E 143.44 FEET; THENCE S48°54'35" E 275.41 FEET; THENCE S56°09'04" E 68.91 FEET; THENCE S79°41'20" E 39.63 FEET; THENCE N62°17'32" E 27.09 FEET; THENCE S75°21'00" E 267.37 FEET TO THE SECTION LINE; THENCE S00°26'41" W 376.54 FEET ALONG THE SECTION LINE TO THE SOUTHEAST COMER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°12'27" W 596.26 FEET ALONG THE SECTION LINE TO THE EASTERLY BOUNDARY LINE OF THE WELBY-JACOBS CANAL; THENCE THE FOLLOWING SIX COURSES ALONG SAID EASTERLY BOUNDARY LINE: (1) N63°46'27"W 405.59 FEET; (2) N50°33'36" W 44.44 FEET; (3) N26°32'55" W 99.86 FEET; (4) N 17°31'38" W 593.56 FEET; (5) N22°33'17" W 58.38 FEET; (6) N27°19'31" W 148.39 FEET; THENCE N00°23'03" E 271.29 FEET; THENCE S89°24'34" W 30.37 FEET; THENCE N15°03'57" E 192.05 FEET; THENCE SOUTHEASTERLY 20 14 FEET ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S83°48'33"E 20.06 FEET; THENCE N87°18'56" E 89.80 FEET; THENCE NORTHEASTERLY 35.52 FEET ALONG THE ARCOF A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS N46°36'27" E 32.61 FEET; THENCE NORTHEASTERLY 282.41 FEET ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS N31°59'50" E 272.74 FEET; THENCE N00°23'22" W 890.82 FEET; THENCE N89°36'38" E 1035.69 FEET TO POINT OF BEGINNING.

Legal Description of Phase 2A:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°26'39" WEST, ALONG THE SECTION LINE COMMON WITH SECTIONS 8 AND 9, A DISTANCE OF 545.04 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, CONTINUING ALONG SAID SECTION LINE SOUTH 00°26'39" WEST, A DISTANCE OF 928.30 FEET; THENCE, NORTH 89°33'21" WEST, A DISTANCE OF 25.00 FEET; THENCE, NORTH 86°37'01" WEST, A DISTANCE OF 232.11 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, THE CENTER OF WHICH BEARS NORTH 86°37'01" WEST, THROUGH A CENTRAL ANGLE OF 6°37'32", A DISTANCE OF 49.72 FEET; THENCE NORTH 89°56'37" WEST, A DISTANCE OF 265.43 FEET; THENCE NORTH 20°33'16" WEST, A DISTANCE OF 35.50 FEET; THENCE SOUTH 76°08'11" WEST, A DISTANCE OF 248.70 FEET TO THE EASTERLY BOUNDARY LINE OF THE FALLS AT BOULDEN RIDGE PHASE 1 PRD SUBDIVISION; THENCE, ALONG SAID EASTERLY LINE THE FOLLOWING TWELVE COURSES: (1) NORTH 16°30'46" ¹¹ WEST, A DISTANCE OF 182.35 FEET; (2) NORTH 11°37'22" WEST, A DISTANCE OF 61.46 FEET; (3) NORTH 44°52'02" ¹¹ EAST, A DISTANCE OF 176.72 FEET; (4) NORTH 33°34'45" EAST, A DISTANCE OF 125.14 FEET; (5) NORTH 65°46'01" WEST, A DISTANCE OF 23.12 FEET; (6) NORTH 31°25'51" ¹¹ EAST, A DISTANCE OF 62.63 FEET; (7) NORTH 58°34'04" WEST, A DISTANCE OF 35.66 FEET; (8) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, THROUGH A CENTRAL ANGLE OF 46°53'23", A DISTANCE OF 30.69 FEET; (9) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 79.00 FEET, THROUGH A CENTRAL ANGLE OF 38°09'41", A DISTANCE OF 52.62 FEET; (10) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, THROUGH A CENTRAL ANGLE OF 8°58'40", A DISTANCE OF 5.88 FEET; (11) SOUTH 89°45'17" ¹¹ EAST, A DISTANCE OF 224.57 FEET; (12) NORTH 00°14'38" EAST, A DISTANCE OF 269.37 FEET; THENCE, NORTH 89°36'28" EAST, A DISTANCE OF 494.43 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS: 13.553 ACRES MORE OR LESS AND 15 LOTS

Legal Description of the Pond Area:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON WITH SECTIONS 8, 9, 16, AND 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°26'39" EAST, A DISTANCE OF 444.09 FEET; THENCE, WEST, A DISTANCE OF 259.22 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, SAID POINT ALSO BEING ON THE EAST BOUNDARY LINE OF SAID PHASE 1; THENCE, ALONG SAID PHASE LINE THE FOLLOWING EIGHT COURSES: (1) SOUTH 62°17'32" WEST, A DISTANCE OF 27.09 FEET; (2) NORTH 79°41'20" WEST, A DISTANCE OF 39.63 FEET; (3) NORTH 56°09'04" WEST, A DISTANCE OF 68.91 FEET; (4) NORTH 48°54'35" WEST, THENCE 275.41 FEET; (5) NORTH 43°44'59" WEST, A DISTANCE OF 143.44 FEET; (6) NORTH 38°20'18" WEST, A DISTANCE OF 208.42 FEET; (7) NORTH 11°14'34" EAST, A DISTANCE OF 67.37 FEET; (8) SOUTH 81°50'11" EAST, A DISTANCE OF 57.35 FEET; THENCE, SOUTH 19°40'48" EAST, A DISTANCE OF 28.56 FEET; THENCE, SOUTH 37°56'27" EAST, A DISTANCE OF 160.14 FEET; THENCE, SOUTH 45°26'50" EAST, A DISTANCE OF 156.73 FEET; THENCE, SOUTH 70°15'06" EAST, A DISTANCE OF 88.31 FEET; THENCE, SOUTH 48°03'33" EAST, A DISTANCE OF 253.53 FEET; THENCE, SOUTH 03°50'10" WEST, A DISTANCE OF 76.6 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 00°26'39" EAST BETWEEN THE SECTION CORNER COMMON WITH SECTIONS 8, 9, 16, AND 17 AND THE QUARTER CORNER COMMON WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

Legal Description for Phase 3A:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'38" WEST, ALONG THE EAST WEST CENTER QUARTER LINE, SAID LINE IS ALSO THE NORTH LINE OF THE FALLS AT BOULDEN RIDGE PHASE 1 PRD SUBDIVISION, A DISTANCE OF 1035.69 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG THE WESTERLY BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES: (1) SOUTH 00°23'22" EAST, A DISTANCE OF 890.82 FEET, (2) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 310.00 FEET, THE CENTER OF WHICH BEARS SOUTH 31°54'17" EAST, THROUGH A CENTRAL ANGLE OF 21°35'50", A DISTANCE OF 9.42 FEET; THENCE NORTH 34°51'40" WEST, A DISTANCE OF 292.44 FEET; THENCE NORTH 23°43'25" WEST, A DISTANCE OF 271.72 FEET; THENCE NORTH 11°56'52" WEST, A DISTANCE OF 50.07 FEET; THENCE NORTH 00°23'22" WEST, A DISTANCE OF 343.44 FEET; THENCE NORTH 11°56'52" WEST, A DISTANCE OF 50.07 FEET; THENCE NORTH 00°23'22" WEST, A DISTANCE OF 223.26 FEET, TO THE EAST WEST CENTER QUARTER SECTION LINE OF SECTION 8; THENCE, NORTH 89°36'38" EAST, ALONG SAID LINE, A DISTANCE OF 432.02 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

Legal Description of Phase 3B:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'38" WEST, ALONG THE EAST WEST CENTER QUARTER LINE, A DISTANCE OF 1467.71 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG THE WESTERLY BOUNDARY LINE OF SAID THE FALLS AT BOULDEN RIDGE PHASE 3A PRD SUBDIVISION THE FOLLOWING THREE COURSES: (1) SOUTH 00°23'22" EAST, A DISTANCE OF 223.26 FEET, (2) SOUTH 11°56'52" EAST, A DISTANCE OF 50.07 FEET; (3) SOUTH 00°23'22" EAST, A DISTANCE OF 226.05 FEET; THENCE NORTH 88°50'41" WEST, A DISTANCE OF 608.41 FEET; THENCE SOUTH 20°04'19" WEST, A DISTANCE OF 65.91 FEET; THENCE NORTH 60°07'39" WEST, A DISTANCE OF 134.78 FEET; THENCE NORTH 00°23'22" WEST, A DISTANCE OF 187.38 FEET; THENCE NORTH 01°50'35" WEST, A DISTANCE OF 50.00 FEET; THENCE, NORTH 00°23'22" WEST, A DISTANCE OF 236.86 FEET, TO THE EAST WEST CENTER QUARTER SECTION LINE OF SECTION 8; THENCE, NORTH 89°36'38" EAST, ALONG SAID LINE, A DISTANCE OF 704.39 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

Contains 8.240 acres more or less and 10 lots

Legal Description of Phase 3C

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'38" WEST, ALONG THE EAST WEST CENTER QUARTER LINE, A DISTANCE OF 1467.70 FEET, TO THE BOUNDARY LINE COMMON WITH THE FALLS AT BOULDEN RIDGE PHASE 3A PRD SUBDIVISION AND THE FALLS AT BOULDEN RIDGE PHASE 3B PRD SUBDIVISION; THENCE, ALONG SAID SUBDIVISION BOUNDARY LINE THE FOLLOWING THREE COURSES: (1) SOUTH 00°23'22" EAST, A DISTANCE OF 223.26 FEET; (2) SOUTH 11°56'52" EAST, A DISTANCE OF 50.07 FEET; (3) SOUTH 00°23'22" EAST, A DISTANCE OF 226.05 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING THREE COURSES: (1) SOUTH 00°23'22" EAST, A DISTANCE OF 141.14 FEET; (2) SOUTH 23°43'25" EAST, A DISTANCE OF 271.72 FEET; (3) SOUTH 34°51'40" EAST, A DISTANCE OF 292.44 FEET, TO POINT ON THE WESTERLY BOUNDARY LINE OF THE FALLS AT BOULDEN RIDGE PHASE 1 PRD SUBDIVISION; THENCE, ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING FOUR COURSES: (1) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS NORTH 62°32'55" WEST, THROUGH A CENTRAL ANGLE OF 59°51'52", A DISTANCE OF 26.12 FEET; (2) SOUTH 87°18'56" WEST, A DISTANCE OF 89.80 FEET; (3) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 17°45'01", A DISTANCE OF 20.14 FEET; (4) SOUTH 15°03'57" WEST, A DISTANCE OF 192.05 FEET, TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY OWNED BY WASATCH SOUTH HILLS DEVELOPMENT; THENCE, SOUTH 89°24'34" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 110.86 FEET, TO THE NORTHEASTERLY SIDELINE OF THE WELBY JACOB CANAL; THENCE, ALONG SAID NORTHEASTERLY SIDELINE THE FOLLOWING FIVE COURSES: (1) NORTH 27°19'31" WEST, A DISTANCE OF 331.68 FEET; (2) NORTH 34°33'58" WEST, A DISTANCE OF 113.84 FEET; (3) NORTH 43°04'18" WEST, A DISTANCE OF 281.80 FEET; (4) NORTH 44°13'37" WEST, A DISTANCE OF 168.27 FEET; (5) NORTH 53°13'36" WEST, A DISTANCE OF 112.67 FEET, TO THE FALLS AT BOULDEN RIDGE PHASE 3B PRD SUBDIVISION; THENCE, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION, THE FOLLOWING TWO COURSES: (1) NORTH 20°04'19" EAST, A DISTANCE OF 65.91 FEET; (2) SOUTH 88°50'41" EAST, A DISTANCE OF 608.41 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

Contains 7.622 acres more or less and 9 lots

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON WITH SECTIONS 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'38" WEST, ALONG THE EAST WEST CENTER QUARTER LINE, A DISTANCE OF 2172.08 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG THE WESTERLY BOUNDARY LINE OF THE FALLS AT BOULDEN RIDGE PHASE 3B PRD SUBDIVISION THE FOLLOWING FOUR COURSES: (1) SOUTH 00°23'22" EAST, A DISTANCE OF 236.86 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 875.00 FEET, THE CENTER OF WHICH BEARS NORTH 04°06'15" WEST, THROUGH A CENTRAL ANGLE OF 2°15'39", A DISTANCE OF 34.53 FEET; (3) SOUTH 01°50'35" EAST, A DISTANCE OF 50.00 FEET; (4) SOUTH 00°23'22" EAST, A DISTANCE OF 187.38 FEET, TO THE POINT ON THE NORTH LINE OF THE WELBY JACOB CANAL; THENCE, ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES: (1) NORTH 60°07'39" WEST, A DISTANCE OF 243.38 FEET; (2) NORTH 65°26'04" WEST, A DISTANCE OF 213.62 FEET; (3) NORTH 67°37'27" WEST, A DISTANCE OF 14.80 FEET; THENCE NORTH 00°28'14" WEST, A DISTANCE OF 257.28 FEET, TO A POINT ON SAID EAST WEST CENTER QUARTER LINE; THENCE, NORTH 89°36'38" EAST, ALONG SAID EAST WEST CENTER QUARTER LINE, A DISTANCE OF 451.12 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

Contains 3.633 acres more or less and 4 lots