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By SULLIVAN KEITH



**AMENDED AND RESTATED BY-LAWS
OF
THE BOULDERS HOMEOWNERS ASSOCIATION**

(A Utah Non-Profit Corporation)

These Amended and Restated By-Laws of The Boulders Homeowners Association, a Utah non-profit Corporation, are made this 25th day of September, 2014 by The Boulders Homeowners Association.

RECITALS

WHEREAS, the By-laws of Boulders Homeowners Association were duly adopted on December 22, 1993 and amended pursuant to the Amended By-laws of The Boulders Homeowners Association which were duly adopted and executed as constituting the By-laws of The Boulders Homeowners Association, effective as of October 11, 1994.

WHEREAS, Article XII Section 1 of the Amended By-laws of The Boulders Homeowners Association provides that the By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

WHEREAS, at the annual meeting of the members of The Boulders Homeowners Association, duly held pursuant to notice on September 25, 2014, these Amended and Restated By-Laws of The Boulders Homeowners Association were duly adopted.

NOW THEREFORE, the By-laws of The Boulders Homeowners Association are hereby amended and restated in their entirety as follows:

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is THE BOULDERS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Homeowners Association" or "Association." The initial principal office and the initial registered agent of the Association are specified in the Articles of Incorporation of the Association and may be changed from time to time by the Board of Trustees of the Association, without amendment to the Articles of Incorporation.

**ARTICLE II
DEFINITIONS**

Section 1. "Annexed Property" shall mean and refer to that property upon which Declarant may expand the project in one or more phases.

Section 2. “Board of Trustees” shall mean and refer to the governing board of the Homeowners Association defined above.

Section 3. “Common Area” shall mean all real property (including the improvements thereto) now owned by the Association or hereafter acquired for the common use and enjoyment of the members and not dedicated for use by the general public. The Declarant may increase the amount of the Common Area by deeding additional property to the Homeowners’ Association. Specifically exempted from Common Area are all dedicated public streets and lots platted on the Official Plat of “The Boulders” Phase 1, as recorded on the Official Records of the Washington County Recorder and as the same may hereafter be modified, amended, supplemented or expanded in accordance with the provisions of the Declaration or supplements to the Declaration which are to occur in conjunction with the expansion of the project.

Section 4. “Conveyance” shall mean and refer to actual conveyance of fee title to any Lot to any owner by a warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 5. “Declarant” shall mean and refer to Sun River Development, L.C., a Utah limited liability company, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Recorder of Washington County, State of Utah.

Section 7. “Homeowners Association” shall mean and refer to THE BOULDERS HOMEOWNERS ASSOCIATION, its successors and assigns, a Utah non-profit corporation.

Section 8. “Living Unit” or “Unit” shall mean and refer to a structure which is designated and intended for use and occupancy as a single family residence, together with all improvements located on a lot concerned and which are used in conjunction with such residence.

Section 9. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 10. “Member” shall mean and refer to every person or entity who holds membership in the Homeowners Association.

Section 11. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 12. “Properties” or “Project” shall mean and refer to that certain real property described below and such additions thereto as may hereafter be brought within the jurisdiction of the Association:

Beginning at a point North 89°40'55" East 1389.81 feet along the section line and South 00°00'00" East 709.18 feet from the North 1/4 corner of Section 5, Township 43 South, Range 15 West of the Salt Lake Base and Meridian, said point also being North 89°55'00" East 229.43 feet and South 00°00'00" East 156.48 feet from the street control monument (Ring & Lid) at the intersection of St James Lane and Lizzy Lane and running thence North 01°13'09" East 334.66 feet to the point of curvature of a 1196.28 foot radius curve; Thence Northwesterly 343.39 feet along the arc of said curve concave to the Southwest through a central angle of 16°26'48" to a point of cusp with a curve concave to the Southwest having a radius of 1120.00 feet and from which point a radial line bears South 79°05'12" West; Thence Northwesterly 35.70 feet along the arc of said curve through a central angle of 1°49'35" to a point from which the radius point bears South 77°15'36" West; Thence North 77°17'24" East 865.94 feet; Thence South 12°42'36" East 195.00 feet; Thence North 77°17'24" East 24.80 feet; Thence South 12°42'36" East 125.00 feet; Thence South 77°17'24" West 100.00 feet; Thence South 36°02'57" West 86.23 feet to a point on a 200.00 foot radius curve concave to the Northeast from which point a radial line bears North 36°02'57" East; Thence Northwesterly 59.22 feet along the arc of said curve through a central angle of 16°57'58"; Thence North 36°59'05" West 49.05 feet; Thence South 53°00'55" West 125.00 feet; Thence South 36°59'05" East 627.62 feet; Thence South 89°40'55" West 955.27 feet to the point of beginning.

Phase 1 of the "Boulders" subdivision contains 14.667 acres.

Less and excepting therefrom the areas of the St. George Valley Irrigation Company tract as shown of the Plat, which is not part of the property.

Section 13. "Supplementary Declaration" shall mean and refer to any supplementary declaration of covenants, conditions and restrictions or similar instrument which extends the provisions of this Declaration to all or any portion within the annexed land and contains such complimentary or amended provisions for such additional property as are herein required.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members of the Association shall be held at any time within forty-five (45) days of the last day of August of each year, at such time and place as the Board of Trustees of the Association may determine, for the purpose of electing trustees and transacting such other business as may come before the meeting. The Board of Trustees of the Association may, from time to time, by resolution, change the date and time for the annual meeting of the members of the Association.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Except for special assessments or as may be provided otherwise in the Articles of Incorporation, the Declaration or these By-laws, at any meeting of the members of the Association the presence of members entitled to cast or of proxies entitled to cast more than twenty-five (25%) 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 adjourn the meeting to be reconvened to a date not less than the time necessary to give notice of such reconvened meeting, but not more than forty-five (45) days later. Notice of such reconvened meeting shall be delivered to the members as provided herein. At such reconvened meeting, the members and proxy holders present at such reconvened meeting shall constitute a quorum for the transaction of business.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the member's lot.

Section 6. Voting by Joint Owners. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such members owning the interest in such Lot shall determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless written objection is made prior to said meeting, or verbal objection is made at such meeting, by another co-owner of said Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

ARTICLE IV **BOARD OF TRUSTEES: SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) trustees, who need not be members of the Association

Section 2. Term of Office. At the first annual meeting of the members of the Association, the members shall elect two (2) trustees for a term of one (1) year, two (2) trustees for a term of two (2) years, and one trustee for a term of three (3) years. At each annual meeting thereafter, the members of the Association shall elect a trustee or trustees, as the case may be, to fill the office(s) left vacant by the expiration of a trustee's term of office with each term of office

thereafter to be three (3) years; provided however, a trustee shall continue in office until a successor has been elected.

Section 3. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a trustee, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No trustee shall receive compensation for any service he or she may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without A Meeting. The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

ARTICLE V **NOMINATION AND ELECTION OF TRUSTEES**

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The nominating committee shall be appointed by the Board of Trustees prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI **MEETINGS OF TRUSTEES**

Section 1. Regular Meetings. The regular annual meeting of the Board of Trustees of the Association shall be held without notice, immediately following and at the same place as the annual meeting of the members of the Association as such annual meeting may be adjourned and reconvened. The Board of Trustees of the Association may provide by resolution the time and place, within Washington County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Board of Trustees or by any two (2) trustees. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, or mailed to each trustee at his or her registered address, or by facsimile or email. If mailed, such notice shall be deemed to have been delivered three (3) days after being deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by facsimile or email, such notice shall be deemed to have been delivered on the day the facsimile or email is sent.

Section 3. Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. A waiver of notice of any meeting of the Board of Trustees of the Association, signed by a trustee, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such trustee and attendance of a trustee at a meeting in person shall constitute waiver of notice of such meeting unless at the beginning of the meeting or promptly upon the trustee's later arrival the trustee objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the trustee does not vote for or assent to action taken at the meeting.

Section 5. Telecommunications. The Board of Trustees may permit any trustee to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all trustees participating may hear each other during the meeting. A trustee so participating in such a meeting is considered to be present in person at the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) Establish the annual assessment period and fix the amount of the annual assessment against each member for each lot owned at least thirty (30) days in advance of each annual assessment.

(d) Send written notice of each assessment to every owner subject thereto.

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the owner personally obligated to pay the same.

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(g) Procure and maintain such insurance upon Association property as provided in the Declaration.

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(i) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a

secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Trustees; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments; and co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act; and exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records, showing the members of the Association, together with their addresses; and perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Trustees; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public account at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX **COMMITTEES**

The Board of Trustees shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X **BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XII **AMENDMENTS**

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy who are entitled to vote two thirds (2/3) of all of the votes of the Class A membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

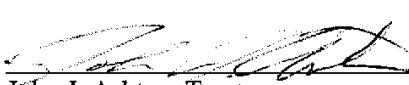
The fiscal year of the Association shall begin on the first day of September and end on the last day of August of each year. The fiscal year of the Association may be changed by the Board of Trustees of the Association to serve the accounting purposes of the Association.

These Amended and Restated By-laws of the Association are effective as of September 25, 2014.

IN WITNESS WHEREOF, we being all of the trustees of THE BOULDERS HOMEOWNERS ASSOCIATION, have executed these Amended and Restated By-laws of The Boulders Homeowners Association as of September 25, 2014.



Harry R. Boyd, Trustee



John J. Ashton, Trustee



W. Lamar Jensen, Trustee



Keith F. Sullivan, Trustee



Blaine R. Crawford, Trustee

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Boulders Homeowners Association, a Utah non-profit corporation and that the foregoing By-laws constitute the By-laws of the Association duly adopted at the annual meeting of the members of the Association duly held on September 25, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 6th day of October, 2014.

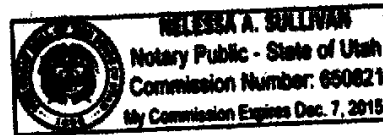


Secretary

State of Utah)
) ss.
County of Washington)

On this 21 day of March, 2015, before me, a Notary Public, personally appeared Harry R Boyd, John J. Ashton, W Lamar Jensen, Blaine R Crawford, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and acknowledged to me that they signed the within instrument in their authorized capacities as Trustees of The Boulders Homeowners Association, a Utah Non-Profit Corporation, and that by their signatures on the within instrument said Corporation executed the same.

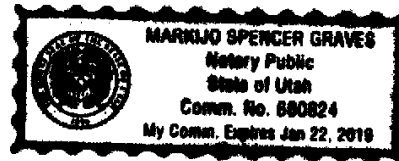
Nelissa A Sullivan
NOTARY PUBLIC
My commission Expires: December 7, 2015



State of Utah)
) ss.
County of Washington)

On this 26 day of MARCH, 2015, before me, a Notary Public, personally appeared KEITH F. SULLIVAN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and acknowledged to me that he signed the within instrument in his authorized capacity as Trustee of The Boulders Homeowners Association, a Utah Non-Profit Corporation, and that by his signature on the within instrument said Corporation executed the same.

Mark D. Spencer Graves
NOTARY PUBLIC
My commission Expires: JAN. 22 2014



State of Utah)
) ss.
County of Washington)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and acknowledged to me that he signed the within instrument in his authorized capacity as Trustee of The Boulders Homeowners Association, a Utah Non-Profit Corporation, and that by his signature on the within instrument said Corporation executed the same.

NOTARY PUBLIC
My commission Expires: _____

Legal Description
Exhibit A

Lots 1 through 36 (1-A, 1-B, 2 through 8, 9-A, 9-B, 10-A, 10-B, 11-A, 11-B, 12-A-1, 12-B, 13-A, 14-A-1, 15 through 36), The Boulders Phase 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. SG-BOU-1-1-A
Tax Parcel No. SG-BOU-1-1-B
Tax Parcel No. SG-BOU-1-2 through 8
Tax Parcel No. SG-BOU-1-9-A
Tax Parcel No. SG-BOU-1-9-B
Tax Parcel No. SG-BOU-1-10-A
Tax Parcel No. SG-BOU-1-10-B
Tax Parcel No. SG-BOU-1-11-A
Tax Parcel No. SG-BOU-1-11-B
Tax Parcel No. SG-BOU-1-12-A-1
Tax Parcel No. SG-BOU-1-12-B
Tax Parcel No. SG-BOU-1-13-A
Tax Parcel No. SG-BOU-1-14-A-1
Tax Parcel No. SG-BOU-1-15 through 36

Lots 37 through 59 and 61 through 65 (37 through 43, 44-A, 45 through 59, 61 through 65), The Boulders Phase 2, Second Amended, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. SG-BOU-2-37 through 43
Tax Parcel No. SG-BOU-2-44-A
Tax Parcel No. SG-BOU-2-45 through 59
Tax Parcel No. SG-BOU-2-61 through 65

Lots 66 through 72 and 74 through 95 (66 through 71, 72-A, 75-A, 76 through 81, 82-A, 84-A, 85 through 95), The Boulders Phase 3, Amended, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. SG-BOU-3-66 through 71
Tax Parcel No. SG-BOU-3-72-A
Tax Parcel No. SG-BOU-3-75-A
Tax Parcel No. SG-BOU-3-76 through 81
Tax Parcel No. SG-BOU-3-82-A
Tax Parcel No. SG-BOU-3-84-A
Tax Parcel No. SG-BOU-3-85 through 95

Lots 96 through 121, The Boulders Phase 4, Amended & Extended, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. SG-BOU-4-96 through 121

Lots 122 through 126, The Boulders Phase 5, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. SG-BOU-5-122 through 126