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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
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APPENDIX "A-2"

BYLAWS OF
BENGAL BOULEVARD CONDOMINIUMS
HOMEOWNERS ASSOCIATION

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BYLAWS OF
BENGAL BOULEVARD CONDOMINIUMS
HOMEOWNERS ASSOCIATION

1. NAME AND LOCATION

The name of the Association is the Bengal Boulevard Condominiums Homeowners Association ("Association"). The principal office of the Association shall be located in Salt Lake County, Utah. Meetings of Members shall be held at those places specified in the Bylaws.

2. DEFINITIONS.

Terms used in these Bylaws shall have the meaning given to them in the Declaration of the Bengal Boulevard Condominiums, recorded on the ____ day of _____, 2003,, as file No. _____ in the offices of the Salt Lake County Recorder of Salt Lake County, Utah.

3. MEMBERSHIP; VOTING RIGHTS.

3.1 Membership.

3.1.1 Qualifications. Each Owner of a Unit, including the Declarant, shall be a Member of the Association. No Owner shall hold more than one membership in the Association even though such Owner may own, or own interest in, more than 1 Unit. Ownership of a Unit or interest in it shall be made the sole qualification for membership in the Association. Each member shall remain a member of the Association until his ownership or ownership interest in all units in the development cease. Persons or entities who hold an interest in a Unit merely as a security for performance of an obligation are not to be regarded as members.

3.1.2 Members Rights and Duties.

Each Member shall have the the rights, duties, and obligations set forth in these Bylaws, the Articles, the Declaration and the Association Rules and all their amendments.

3.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns interest in, one or more Units shall be appurtenant to each such Unit, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Unit or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of a title to a Unit or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

3.2 Voting.

3.2.1 Number of Votes. The association shall have one (1) class of voting membership: Each member Unit owned will have 1 vote (2 units=2votes etc.). Under no circumstances shall there be more than 1 vote per Unit.

3.2.2 Joint Owner Votes. The voting rights for each Unit may not be cast on a fractional basis. If the Joint Owners of a Unit are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Unit, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Unit. If more than one (1) person or entity exercises the voting rights for a particular Unit, their votes shall not be counted and shall be deemed void.

3.2.3 Secret Ballot; Cumulative Voting. In any election involving the election or removal of more than one member of the Management Committee, voting shall be cumulative voting. All votes for election to or removal from the Management Committee shall be secret written ballot. Each Member shall be entitled to a vote, in person or by proxy, as many votes as such member is entitled to exercise as provided in the Declaration. As to Removal, unless the entire Management Committee is removed by a vote of Association Members an individual member of the Management Committee shall not be removed unless the number of votes in favor of removal satisfies the requirements of the Utah Nonprofit Corporation Act.

4. MEETINGS OF MEMBERS.

4.1 Annual Meetings. The organizational meeting and the first annual meeting of the Members shall be held as described in the Declaration. Subsequent annual meetings of Members of the Association shall be held in each succeeding year within one week before or after the anniversary date of the first annual meeting on a day to be determined by the Management Committee, which shall not be on a legal holiday.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of a quorum of the Management Committee, or upon written request of the members representing at least five percent (5%) of the total voting power.

4.3 Notice of Meetings. Notice of all Members meetings, annual or special, shall be given by personal delivery mail or telegram and shall be given not less than ten (10) days nor more than ninety (90) days before the time of the meeting and shall set forth the place (which shall be at the development or as close as reasonably feasible and, unless, unusual circumstances exist, shall not be outside of Salt Lake County), date, and hour of the meeting and the nature of the business to be undertaken. Notices shall be given by, or at the direction of the Secretary or person authorized to call the meeting, and shall be transmitted to each Member entitled to vote and to each Mortgagee who has requested in writing that such notice be sent to it; the notices shall be addressed to the Members or Mortgagees address last appearing on the books of the Association, or supplied by the Member or Mortgagee to the Association for the purpose of notice. Mailed notices shall be deemed received forty-eight (48) hours after they are mailed by certified mail, return receipt requested; notice by telegram shall be deemed received twenty-four (24) hours after they are sent. Notices to the Members may also be personally delivered and shall be deemed received upon delivery to any occupant of the Members residence.

4.4 Quorum. The presence at any meeting in person or by proxy of Members entitles to cast at least fifty (50%) of the total votes of all Members constitutes a quorum. If any meeting cannot be held because a quorum is not present, a majority of those present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time of the original meeting was called but may not transact any other business. At any adjourned meeting the quorum requirement shall be at least twenty-five (25%) of the voting power of the Association. Any meeting of the Members at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by Members representing a majority of the votes present either in person or by proxy. If after the adjournment a new date is fixed for the adjourned meeting, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

4.5 Proxies. At all meetings of Members, each Member may be present in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy is revocable and automatically ceases when the ownership interest or interests which entitles a Member to Membership in the Association ceases, and automatically eleven (11) months from the date of its execution unless otherwise provided in the proxy, and in all cases, such proxy shall terminate three (3) years from its date.

4.6 Order of Business. The order of business for all meetings shall be as follows:

4.6.1 roll call

4.6.2 proof of notice of meeting or waiver notice;

4.6.3 reading of minutes of preceding meeting;

4.6.4 reports of Management Committee and officers;

4.6.5 election of members of the Management Committee if any are to be elected;

4.6.6 unfinished business; and

4.6.7 new business

4.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Roberts Rule of Order.

4.8 Majority of Owners. Except as otherwise provided here or in the Declaration, the majority of the total voting power present, in person or by proxy, shall prevail at all meetings.

4.9 Action with out Meeting. Any Action other than election of Management Committee Members that may be taken at a meeting of the Members may be taken without a meeting if done in compliance with the provisions of section 16-6-26, et seq. of the Utah Nonprofit Corporation Act.

4.10 Rights of Mortgagees. Any Mortgagee through its designated representative shall be entitled to attend any Members meeting but shall only be entitled to vote on the matters set forth in Declaration.

5. SELECTION AND TERM OF OFFICE OF MANAGEMENT COMMITTEE.

5.1 Number. The Management Committee shall consist of three (3) members who need not be members of the Association.

5.2 Term of Office

5.2.1 On the date of the first annual meeting of Members, three (3) Management Committee members shall be elected or appointed in accordance with these Bylaws and the Declaration. The initial term of office for these three Management Committee members shall be as follows; (i) one Management Committee member, who shall serve a term of three (3) years; (ii) one Management Committee member who shall serve a term of two (2) years; (iii) one Management Committee member who shall serve a term of one (1) year. Thereafter, the term of office for a Management Committee members shall be for two (2) years.

5.2.2 Pursuant to the authority given by section 9.3 of the Declaration, Declarant shall appoint all of the Management Committee Members on the date of the first Annual meeting of Members.

5.3 Election, Removal, Vacancies.

(a) When the death, or resignation, of a Management Committee Member occurs, his successor shall be selected by the remaining members of the Management Committee and shall serve for the unexpired term of his predecessor, except that Declarant shall select a successor for Management Committee Members appointed by Declarant so long as Declarant has the power to appoint Management Committee Members pursuant to section 9.3 of the Declaration.

(b) The Members by a majority vote at any annual or special meeting can remove any Management Committee Member and may elect a new Management Committee Member to serve the unexpired term of any Management Committee Member so removed, provided, however, that unless the entire Management Committee is removed, an individual Management Committee Member shall not be removed if the number of votes against the resolution, for his removal or not consenting to removal, would be sufficient to elect said Management Committee Member if voted cumulatively at an election at which the same total number of votes were cast, and the same number of Management Committee Members were being elected at the time of the recent election. Provided further, a Management Committee Member who has been elected to office solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority or the voting power residing in the members other than the Declarant. Provided further, that such rights of removal shall be subject to Declarants rights of appointment as provided in section 9.3 of the Declaration.

5.4 Compensation. A Management Committee Member shall not receive any compensation for any services he may render to the Association except upon the prior approval (i) of holders of a majority of the voting power of the Association and (ii) of holders of a majority of the voting power of the Association excluding the Declarant. Any Management Committee member may be reimbursed for actual out of pocket expenses incurred by him in the performance of his duties.

6. NOMINATION AND ELECTION OF MANAGEMENT COMMITTEE MEMBER.

6.1 Nomination. Nomination for election to the Management Committee shall be made by a nominating committee of two (2) persons. Nominations also may be made from the floor at each annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Management Committee one (1) other person who may be either a member of the Association or representative of the Declarant. Each member of the nominating committee shall be appointed by the Management Committee to serve for a period of one (1) year and vacancies shall be filled by the Management Committee. The nominating Committee shall make as many nominations for the election to the Management Committee as it may in its discretion, determine, but not less than the number of vacancies to be filled. Nominations may be made from Members or non-members.

6.2 Election. Election to the Management Committee shall be by secret ballot. At the election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under provisions of the Bylaws of the Declaration (and subject cumulative voting and to the provisions respecting specially elected Management Committee Members as are described therein). The candidates receiving the highest number of votes shall be deemed elected.

6.3 Declarants Control. The preceding shall not override or control Declarants control over the Declaration as provided under 9.3 of the Declaration.

7. MEETINGS OF THE MANAGEMENT COMMITTEE.

7.1 Regular meetings. Regular meetings of the Management Committee shall be held monthly, at such a place and hour as may be fixed from time to time by resolution of the Management Committee. Should any such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the Common Area, and communicated to Management Committee Members not less than four (4) days prior to the meeting provided, however, that notice of a meeting need not be given to a Management Committee Member who has signed a waiver of notice or a written consent to holding of the meeting. Meetings shall be held at the development if possible and if not, as close as possible.

7.2 Special Meetings. Special meetings of the Management Committee for any purpose or purposes shall be called at any time by written notice signed by any two Management Committee members. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be delivered personally to all Management Committee Members or the Management Committee member's residence, or sent to each Management Committee Member by letter or by telegram, charges prepaid, addressed to him at his address as it is shown upon the records of the Association. In case such notice is delivered personally or by telegram, it shall be delivered at least seventy-two (72) hours prior to the time of holding the meeting. However notice of the special meeting may not need to be given to any Management Committee Member who as signed a waiver of notice or a written consent to holding of the meeting.

7.3 Quorum. A majority of the number of Management Committee Members constitutes a quorum for the transaction of business at a meeting of the Management Committee. Every Act or decision done or made by a majority of the Management Committee Members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Management Committee.

7.4 Conduct of Meetings. Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that Association Members who are not on the Management Committee may not participate in any deliberation or discussion unless expressly authorized by the vote of the majority of a quorum of Management Committee. The Management Committee may, with the approval of the majority of a quorum of the Management Committee adjourn a meeting and reconvene in executive session to discuss and vote on personal matters, litigation in which the Association is or may become involved, and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

8. POWER AND DUTIES OF THE MANAGEMENT COMMITTEE.

8.1 Powers. The Management Committee has all the powers conferred upon the Association that are specified here and in the Declaration except those powers expressly reserved to the Members.

8.2 Duties. It shall be the duty of the Management Committee:

8.2.1 to cause to be kept a complete record of all of its acts and doings and to present a statement of them to the members at each annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing one-fourth (1/4) of the Members;

8.2.2 to supervise all of the officers, agents and employees of the Association, and to see that their duties are properly performed; and

8.2.3 to delegate its powers as provided in the Declaration.

8.2.4 To formulate and enforce any reasonable requirements pertaining to the use and maintenance of the units, the Common Areas and Facilities to prevent the unreasonable interference of the use of such areas among the respective unit owners. The duty and power shall include the assignment or parking facilities and other facilities within the Common Areas, as necessary

8.3 Notice of Action by Written Consent.

8.3.1 The Management Committee may take actions without a meeting if all of the Management Committee Members consent in writing to the action being taken.

8.3.2 If the Management Committee resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the Common Area within three days after the written consents of all directors have been obtained.

9. OFFICERS AND THEIR DUTIES.

9.1 Enumeration of Officers. The officers of the Association shall be a President and a Vice-President, who shall at all times be Members of the Management Committee a Secretary/Treasurer, and such other officers as the Management Committee may create from time to time by resolution.

9.2 Election of Officers. The election of officers shall take place at the organizational meeting of the Management Committee and at each meeting of the Management Committee that follows each annual meeting of the Members.

9.3 Term. The officers of the Association shall be elected annually by the Management Committee and each shall hold office for one year unless he resigns, or is removed, or becomes otherwise disqualified to serve.

9.4 Special Appointments. The Management Committee 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 Management Committee may from time to time determine.

9.5 Resignation and Removal. Any Officer may be removed from the office with or without cause by the Management Committee. Any officer may resign at any time by giving written notice to the Management Committee, the president, or the secretary. The resignation shall take effect on the date of the receipt of such notice or at any time later specified, in the notice, and, unless otherwise requested by the notice, the acceptance of the resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Management Committee. The Officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Multiple Offices. The office of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other officers except in a case of a special offices created under section 9.4 of these Bylaws

9.8 Duties The duties of the officers are as follows;

9.8.1 President. The president shall preside at all meetings of the Management Committee, shall see that orders and resolutions of the Management Committee are carried out, shall sign all leases, mortgages, deeds and other written instrument and shall co-sign all checks and promissory notes.

9.8.2 Vice President. The Vice President shall act in place of the president in case of his absence, or his inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Management Committee.

9.8.3 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Management Committee and of the Members, shall serve notice of meetings of the Management Committee and of the Members, shall keep appropriate current records showing the members and their Addresses, and shall perform such other duties as required by the Management Committee.

9.8.4 Treasurer. The Chief Financial Officer shall receive and deposit in the appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Management Committee, shall co-sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause the financial statement provided in section 14 of the Bylaws for the Association for its fiscal year to be prepared, and distributed to each Member as required therein.

9.9 Fees and Compensation. Officers shall be entitled to receive reasonable reimbursement for costs determined by the Management Committee. Nothing herein contained shall be construed or preclude any Officer from serving the Association in any other capacity as an officer, agent, employee or otherwise, and receiving compensation therefor. It is not contemplated that officers will receive compensation for performing their duties as officers, but in the event that the Management Committee decides to pay an officer compensation for his services, such officer, if he is a Member of the Management Committee shall not participate in the fixing for such compensation, and any compensation paid a Member of the Management Committee (regardless of the services rendered) must be approved by a vote (i) of holders of a majority of the voting power of the Association, and (ii) of holders of a majority of the voting power of the Association excluding Declarant.

10. COMMITTEES.

Subject to any contrary provisions of the Declaration and these Bylaws, the Management Committee may appoint a nominating committee as provided in these Bylaws. In addition the Management Committee may appoint such other Committees as it deems appropriate to carry out its purposes.

11. ASSESSMENTS.

11.1 As more fully provided in the Declaration, each member is obliged to pay to the Association annual and special assessments to be collected as described in that section, all of which is incorporated here by reference.

12. AMENDMENTS.

12.1 These Bylaws can be amended only with the vote or written consent of the Members entitled to cast at least fifty-one (51%) of the voting power of the membership in the Association and the vote or written consent of Members entitled to cast at least fifty-one (51%) of the voting power of the membership in the Association, excluding Declarant.

12.2 Section 12.1 is not intended to limit the percentage of the voting power of the Association or of the Members (other than the Declarant) necessary to amend a specific provision in these Bylaws when the specified provision requires a different percentage of affirmative votes. If more than 51% of the voting power is required by any specific provision of the Bylaws, the percentage in the specific provision shall control.

12.3 The adoption of any amendment to these Bylaws must comply with the provisions of the Utah Nonprofit Corporation Act.

13. GENERAL PROVISIONS.

13.1 Conflicting provisions. In case of any conflict between any provision of the Declaration and these Bylaws, the provisions of the Declaration control.

13.2 Fiscal year. The fiscal year of the Association shall be a calendar year unless a different fiscal year is adopted by the Members at a duly constituted meeting.

13.3 Proof of Membership. No person can exercise the rights of membership in the Association until satisfactory proof of Membership has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the Owner of a Unit entitling him to membership. The deed or policy is conclusive in the absence of a conflicting claim based on a later deed or policy.

13.4 Absentee Ballots. The Management Committee may make such provisions as it considers necessary or desirable for absentee ballots.

13.5 Consent to Waiver of Notice. The transactions at any meeting of the Management Committee, or Members however noticed, shall be valid as though they occurred at a meeting held after regular notice of a quorum is present, and if either before or after the meeting each absent Management Committee Member or Member of the Association signs a written waiver of notice or consent to the holding of such meeting or an approval of its correct minutes. All such waivers, consents, or approvals shall be filed with the records of the Management Committee and made part of its minutes.

13.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for the future financial needs in the manner described in the Declaration and shall be deposited into insured interest bearing accounts. These sums may include amounts collected by Declarant from Owners through the purchase escrows the represent capital contribution by Owners of the Association.

14. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.

14.1 Budgets and Financial Statements.

14.1.1 The following financial statements for the Association shall be regularly prepared and distributed to all Members regardless of the number of Members or the amount of assets of the Association;

(i) A budget for each fiscal year consisting of at least the following information shall be distributed not less than 45 days prior to the beginning of the fiscal year.

(a) Estimated revenue and expense on an accrual basis.

(b) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

(c) An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to major components to the Common Areas and Facilities for which the Association is responsible.

(d) A general statement setting forth the procedures used by the Management Committee in the calculation and establishment of reserves to defray the cost of repair, replacement or additions to major components of the Common Areas and Facilities for which the Association is responsible.

(ii) A balance sheet- as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the subdivision- and an operating statement for the period from the the date of first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments receivable identified by the number of the subdivision interest and the name of the entity assessed.

(iii) A report consisting of the following shall be distributed within 120 days after the closing of the fiscal year.

(a) A balance sheet as of the end of the fiscal year.

(b) An operating (income) statement for the fiscal year.

(c) A statement of changes in the financial position for the fiscal year.

(d) For any fiscal year in which the gross income to the Association exceeds \$125,000.00, a copy of the review of the annual report prepared in accordance with the generally accepted accounting principles by a licensee of the Utah State Board of Accountancy.

14.1.2 If the report referred to in 14.1.1 (iii) above is not prepared by an independent accountant, it shall be completed by the certificate of an authorized officer of the Association that the statement was prepared without independent audit from the books and records of the Association.

14.1.3 In addition to financial statements, the governing body shall annually distribute within 60 days prior to the beginning of the fiscal year a statement of the Associations policies and practices in enforcing its remedies against Members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against Members subdivision interests.

14.2 The Management Committee shall cause an annual statement of certain transactions and indemnification to be sent to its Members not later than sixty (60) days after the close of the fiscal year of the Association. If the Association issues an annual report to all Members, this requirement shall be satisfied by including the required information, as set forth below, in said annual report. Such annual statement shall describe:

(a) the amount and circumstances of any indemnification or advances aggregating to more than ten thousand dollars (\$10,000.00) paid during the fiscal year of the Association to any officer of the Association; provided that no such report need be made in the case of indemnification approved by the Members, and

(b) any "covered transaction," as defined herein, during the previous fiscal year of the Association involving (1) more than forty Thousand Dollars (\$40,000.00) or, (2) which was one of a number of "covered transactions" in which the same "interested person," as defined herein, had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Forty Thousand Dollars (\$40,00.00). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such persons interest in the transactions, including such "interested person," relationship to the Association, the nature of such persons interest in the transactions, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a particular partnership of which the interested person is a partner, only in the interest of the partnership need be stated. For the purposes of this section, a "covered transaction" is a transaction in which the Association, or its parent subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(i) Any Management Committee Member or officer of the Association, or its parent or subsidiary; or

(ii) Any holder of more than ten percent (10%) of the voting power of the Association, or its parent or subsidiary.

For the purposes of this section, any person described in either subparagraph (i) or (ii) above is an "interested person".

14.3 The association shall provide each new Unit Owner with a copy of the most current financial statements which have already been distributed to the previous Unit Owner in accordance with section 14.1 of these Bylaws.

15. INSPECTION OF ASSOCIATION BOOKS AND RECORDS.

15.1 Any membership register, books of account and minutes of meetings of the Members, the Management Committee and the committees of the Board of the Association shall be made available for inspection and copying by any Member of the Association, or his duly appointed representative, or any Mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Development as the Management Committee prescribes.

15.2 The Management Committee shall establish by resolution reasonable rules with respect to:

15.2.1 Notice to be given to the custodian of the records of the Association by the Member, representative or mortgagee desiring to make an inspection.

15.2.2 Hours and days of the week that inspection be made.

15.2.3 Payment of the cost of reproducing copies of documents requested by a Member or by a representative or Mortgagee.

15.3 Every Management Committee Member of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Management Committee Member includes the right to make extracts and copies of documents.

The foregoing Bylaws were adopted by the Bengal Boulevard Condominiums Homeowners Association this _____ day of _____, 2003.

Dennis K. Cloward
Dennis K Cloward President
Bengal Boulevard Condominiums

John Grace
John Grace Vice President
Bengal Boulevard Condominiums.

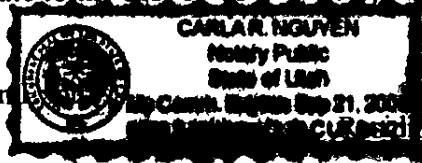
Sally Grace
Sally Grace Secretary/Treasurer
Bengal Boulevard Condominiums

STATE OF UTAH)
)
)ss.

COUNTY OF SALT LAKE)

On the 15th day of July, 2003, personally appeared before me Dennis K. Cloward, who being first duly sworn, deposes and states that he executed the foregoing and that the same is true and accurate to the best of his knowledge and belief.

My Commission Expires
9-21-05



Carla R. Nguyen
NOTARY PUBLIC
Residing in Salt Lake County, Utah

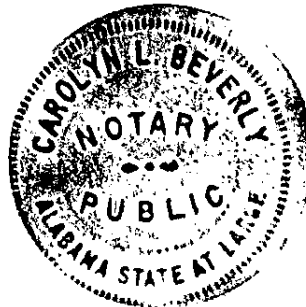
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) Baldwin)ss.
COUNTY OF SALT LAKE)

On the 23rd day of May, 2003, personally appeared before me John Grace who being duly sworn deposes and states the he executed the foregoing and the the same is true and accurate to the best of his knowledge and belief.

My Commission Expires

Carolyn L Beverly
NOTARY PUBLIC
Residing in Baldwin County, Utah

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2006
BONDED THRU: NOTARY PUBLIC UNDERWRITERS



Alabama
STATE OF ~~UTAH~~
Baldwin) ss.
COUNTY OF ~~SALT LAKE~~

On the 23rd day of May, 2003, personally appeared before me Sally Grace who being duly sworn, deposes and states she executed the forgoing and that the same is true and accurate to the best of her knowledge and belief.

My Commission Expires;

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2006
BONDED THRU: NOTARY PUBLIC UNDERWRITERS

Carolyn L. Beverly
NOTARY PUBLIC,
Residing in Baldwin County, Utah

