Evan Wiggins Insparic

BYLAWS

OF

THE BOULEVARD CONDOMINIUM

OWNER'S ASSOCIATION

(A NON-PROFIT CORPORATION)

THE BOULEVARD CONDOMINIUM OWNERS ASSOCIATION

(A Non-profit Corporation)

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operation Association, Act, the Board of Trustees of The Boulevard Condominium Owners Association, a Utan nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01 <u>NAME</u>. The name of the nonprofit corporation is The Boulevard Condominiu. Owners Association, hereinafter referred to as the "Association".

1.02 OFFICES. The principal office of the Association shall be 588 W. 150 N., Orer Utah 84057. 175 N Oren UT 89057

ARTICLE II

DEFINITIONS

2.01 DEFINITIONS. Except as otherwise provided herein or as may be required to the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restriction Establishing a Plan of Ownership for The Boulevard, a condominium subdivision, hereinafter referre to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01 ANNUAL MEETINGS. The annual meeting of Members shall be held on the last Friday of September of each year at the hour of 10:00 o'clock a.m., beginning with the ye following the year in which the Articles of Incorporation are filed, for the purpose of electing Trusted and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at an adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting the Members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02 SPECIAL MEETINGS. Special meetings of the Members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than to

purposes of the meeting and to be delivered to the Board of Trustees or the President.

- 3.03 PLACE OF MEETINGS. The Board of Trustees may designate any place in Uta County, State of Utah as the place of meeting for any annual meeting or for any special meeting calle by the Board. A waiver of notice signed by all of the Members may designate any place, either with or without the State of Utah, as the place for holding such meeting. If no designation is made, or if special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.
- 3.04 NOTICE OF MEETINGS. The Board of Trustees shall cause written or printe notice of the time, place, and purpose of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) or less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered whether deposited in the U.S. mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Uraddress shall be deemed to be his registered address for purposes of notice hereunder.
- each Owner shall promptly furnish to the Association a certified copy of the recorded instrument be which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled notice of or vote at any meeting of the Members, or any adjournment thereof, the Board of Trustee may designate a record date, which shall not be more than fifty, (50) nor less than ten (10) days price to the meeting, for determining Members entitled to notice of or vote at any meeting of Members. no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The person or entities appearing in the records of the Association on such record date as the Owners of record Condominiums in the Project shall be deemed to be the Members of record entitled to notice of an to vote at the meeting of the Members.
- 3.06 QUORUM. At any meeting of the Members, the presence of Members holding or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Associatic shall constitute a quorum for the transaction of business. In the event a quorum is not present at meeting, the Members present (whether represented in person or by proxy), though less than quorum, may adjourn the meeting to a later date and/or time. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.
- 3.07 PROXIES. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exiconly where the instrument authorizing such proxy to act shall have been executed by the Member himself-or-by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership of their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other office or person who may be acting as Secretary of the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.
- 3.08 <u>VOTES</u>. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of the Members of the Members

- affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption any matter voted on by the Members, unless a greater proportion is required by the Articles Incorporation, these Bylaws, the Declaration, or Utah law. The election of Trustee shall be by secriballot. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membersh
- 3.09 <u>WAIVER OF IRREGULARITIES</u>. All inaccuracies and irregularities in ca or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.
- 3.10 <u>INFORMAL ACTION BY MEMBERS</u> Any action that is required or permitted be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, settir forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF TRUSTEES

- 4.01 <u>GENERAL POWERS</u>. The property, affairs, and business of the Association shall be managed by its Board of Trustee. The Board of Trustee may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Trustee may by written contract delegate, in whole or in part, to professional management organization or person(s) such of its duties, responsibilities, functions, are powers as are properly delegable.
- 4.02 NUMBER, TENURE, AND QUALIFICATIONS. The number of Trustees the Association shall be at least three (3), but not more than nine (9). The initial Board of Truste specified in the Articles of Incorporation shall serve until the Declarant turns over to the Members, accordance with Utah law, the responsibility for electing Trustees. At the first annual meeting of the Members held after the Declarant turns over to the Members responsibility for election Trustees, the Members shall elect at least (3) Trustees to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall vote to elect the appropriate number of Trustees for the next succeeding term. All Trustees, except Trustees appointed by the Declarant, shall be Members of the Association.
- 4.03 <u>REGULAR MEETINGS</u>. The regular meeting of the Board of Trustees shall I held without other notice than this Bylaw immediately after, and at the same place as, the annumeeting of the Members. The Board of Trustees may provide by resolution the time and place, with Utah County, State of Utah, for the holding of additional regular meetings without other notice than sucresolution.
- 4.04 SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Utah County, State of Utah, as the place for holding as special meeting of the Board of Trustees called by such person or persons. Notice of any specimeeting shall be given at least five (5) days prior thereto by written notice delivered personally, mailed to each Trustee at his registered address, or by Telegram. If mailed, such notice shall the state of the Board of Trustees and the state of the Board of Trustees called by such person or persons. Notice of any speciments are the state of the Board of Trustees at his registered address, or by Telegram. If mailed, such notice shall the state of the Board of Trustees are the Board of Trustees are the Board of Trustees and the Board of Trustees are the Board of Trustees a

prepaid. If notice is given by telegram, such notice shall be deemed delivered when the telegram delivered to the telegraph company. Any Trustee may waive notice of a meeting.

- 4.05 QUORUM AND MANNER OF ACTING. A majority of the then authorize number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is initially present shall be the act of the Board of Trustees. The Trustees shall act only as a Board and individual Trustees shall have no powers as such.
- 4.06 <u>COMPENSATION</u>. No Trustee shall receive compensation for any services the he may render to the Association as a Trustee; provided, however, that a Trustee may be reimburse for expenses incurred in performance of his duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as other wise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Trustee Notwithstanding the foregoing, Declarant's costs incurred in organizing, incorporating and establishing the Association shall be reimbursed by the Association without requiring approval by the Board of Trustees.
- 4.07 <u>RESIGNATION AND REMOVAL</u>. A Trustee may resign at any time be delivering a written resignation to either the President or the Board of Trustees. Unless otherwis specified therein, such resignation shall take effect upon delivery. Any Trustee, except a Truste appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vot of seventy-five percent (75%) of the total votes of the Association at a special meeting of the Member duly called for such purpose.
- 4.08 VACANCIES AND NEWLY CREATED TRUSTEESHIPS. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or disqualification of a Trustee (other that a Trustee appointed by Declarant), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a majority vote of the Trustees then in office, though less than a quorum. Any vacancy is the Board of Trustees occurring by reason of removal of a Trustee by the Members may be filled be election at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of death, resignation, or removal of a Trustee appointed by the Declarant, such vacancies shall be filled by appointment to be made by Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.
- 4.09 <u>INFORMAL ACTION BY TRUSTEES</u>. Any action that is required or permitted t be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

- **5.01** OFFICERS. The Officers of the Association shall be a President, a Vice President a Secretary, a Treasurer, and such other Officers as may from time to time be appointed by the Boars of Trustees.
 - 5.02 **ELECTION. TENURE, AND QUALIFICATIONS.** The Officers of the

- Board of Trustees. In the event of failure to choose Officers at such regular meeting of the Board of Trustees, Officers may be chosen at any regular or special meeting of the Board of Trustees. Eac such Officer (whether chosen at a regular meeting of the Board of Trustees or otherwise) shall hold hoffice until the next ensuing regular annual meeting of the Board of Trustees and until his successes shall have been chosen and qualified, or until his death, or removal in the manner provided in thes Bylaws, whichever first occurs. Any one person may hold any two or more of such Offices, except the the President may not also be the Secretary. No person holding two more Offices shall act in a execute any instrument in the capacity of more than one Office. The President, Vice President Secretary, and Treasurer shall be and remain Trustees of the Association during the entire term of the respective Offices. No other Officer need be a Trustee.
- 5.03 SUBORDINATE OFFICERS. The Board of Trustees may from time to time appoint such other Officers or agents as it may deem advisable, each of whom shall have such title hold Office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time delegate to any Officer ar agent the power to appoint any such subordinate Officer or agents and to prescribe their respective titles, terms of Office, authorities, and duties. Subordinat Officers need not be Members or Trustees of the Association.
- 5.04 <u>RESIGNATION AND REMOVAL</u>. Any Officer may resign at any time be delivering a written resignation to the President or the Board of Trustees. Unless otherwise specification, such resignation shall take effect upon delivery. Any Officer may be removed by the Boar of Trustees at any time, for or without cause.
- 5.05 <u>VACANCIES AND NEWLY CREATED OFFICES</u>. If any vacancy shall occur in any Office by reason of death, resignation, removal, disqualification, or any other cause, or if a new Office shall be created, such vacancies or newly created Offices may be filled by the Board of Trustee at any regular or special meeting.
 - 5.06 <u>THE PRESIDENT</u>. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances mortgages, documents, instruments and contracts, and shall do and perform all other acts and thing that the Board of Trustees may require of him.
 - 5.07 THE VICE PRESIDENT. The Vice President shall act in the place and stead the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.
 - 5.08 THE SECRETARY. The Secretary shall keep the minutes of the Associatic and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's or Vice President's absence or inability or refusal to act. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to a papers and instruments requiring the same. He shall perform such other duties as the Board Trustees may require of him.
- funds of the Association, subject to the action of the Board of Trustees, and shall, when requested the President to do so, report the state of the finances of the Association at each annual meeting the Members and at any meeting of the Board of Trustees. He shall perform such other duties as the Board of Trustees may require of him.

may render to the Association as an Officer; provided, however, that an Officer may be reimbursed f expenses incurred in performance of his duties as an Officer to the extent such expenses are approve by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensate for services rendered to the Association other than in his capacity as an Officer. Notwithstanding the foregoing, Declarant's costs incurred in organizing, incorporating and establishing the Association she reimbursed by the Association without requiring approval by the Board of Trustees.

ARTICLE VI

COMMITTEES

time by resolution designate such committees as it may deem appropriate in carrying out its dutie responsibilities, functions, and powers. The Membership of each such committee designated hereund shall include at least two (2) Trustees. No committee Member shall receive compensation for service that he may render to the Association as a committee Member; provided, however, that a committee Member may be reimbursed for expenses incurred in performance of his duties as a committee Member to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than his capacity as a committee Member.

6.02 PROCEEDINGS OF COMMITTEES. Each committee designated hereunder: the Board of Trustees may appoint its own presiding and recording Officers and may meet at surplaces and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings the Board of Trustees.

designated hereunder by the Board of Trustees, the presence of Members constituting at least majority of the authorized Membership of such committee (but in no event less than two Members) she constitute a quorum for the transaction of business, and the act of a majority of the Members prese at any meeting at which a quorum is present shall be the act of such committee. The Members of ar committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual Members thereof shall have no powers as such.

at any time be delivering a written resignation to the President or the Board of Trustees or the presidir Officer of the committee of which he is a Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any Member of any committee designated by its action. Failure to deliver said resignation shall not a to prevent said Member from resigning.

6.05 VACANCIES. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to death, resignation, removal, or otherwise, the remaining Membershall, until the filling of such vacancy, constitute the then total authorized Membership of the committee and, provided that two or more Members are remaining, may continue to act. Such vacancy may the filled at any meeting of the Board of Trustees.

ARTICLE VII

INUCIVINITIOATION

- The Association shall indemnify ar 7.01 INDEMNIFICATION THIRD PARTY ACTIONS. person who was or is a party or is threatened to be made a party to any threatened, pending, c completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other tha action by or in the right of the Association) by reason of the fact that he is or was a Trustee or Office of the Association, or is or was serving at the request of the Association as a director, trustee, office employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, again: expenses (including attorney's fees), judgements, fines, and amounts paid in settlement actually an reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good fair and in a manner he reasonably believed to be in or not opposed to the best interests of th Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgmen order, settlement, 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 which he reasonab believed to be in or not opposed to the best interests of the Association and, with respect to an criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- person who was or is a party or is threatened to be made a party to any threatened, pending, completed action or suit by or in the right of the Association to procure a judgment in its favor be reason of the fact that he is or was a Trustee or Officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) actual and reasonably incurred by him in connection with the defense or settlement of such action or suit, he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim issue, or matter as to which such person shall have been adjudged to be liable for negligence of misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper.
- 7.03 DETERMINATIONS. To the extent that a person has been successful on the merits or other wise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.0. hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expense (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any othe indemnification under Sections 7.01 or 7.02 hereof shall be made by the Association only upon determination that indemnification of the person is proper in the circumstances because he has me the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Suc determination shall be made either (i) by the Board of Trustees by a majority vote of disintereste Trustees or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting dul called for such purpose.
- 7.04 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the fine disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount of amounts unless it ultimately be determined that he is entitled to be indemnified by the Association a authorized by this Article or otherwise.

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- Article shall not be deemed exclusive of any other rights to which those indemnified may be entitle under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or Trustees, or otherwise, both as to action in his Official capacity and as to action in another capacity while holding such Office. The indemnification authorized by this Article shall apply to all present and future Trustees, Officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, Officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such personal and shall be in addition to all other rights to which such persons may be entitled as matter of law.
- 7.06 **INSURANCE**. The Association may purchase and maintain insurance of behalf of any person who was or is a Trustee, Officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Trustee, Director, Officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his power to indemnif him against such liability under the laws of the State of Utah, as the same may hereafter be amende or modified.
- **7.07 PAYMENTS AND PREMIUMS.** All indemnification payments made, and a insurance premiums for insurance maintained, pursuant to this Article shall constitute valid and justifie expenses of the Association and shall be paid with funds of the Association.

ARTICLE VIII

FISCAL YEAR AND SEAL

- **8.01 FISCAL YEAR.** The fiscal year of the Association shall begin on the 1st da of January each year and shall end on the 31st day of December next following, except that the fire fiscal year shall begin on the date of incorporation.
- **8.02 SEAL.** The Board of Trustees may by resolution provide a corporate sea which shall be circular in form and shall have inscribed thereon the name of the Association, the Stat of incorporation, and the words "Corporate Seal".

ARTICLE IX

AMENDMENTS

Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, c repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a least fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered repealed or new Bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Utah County, State of Utah; and provided that the pric written approval of at least 75% of all institutional holders which have a first mortgage lien on any und in the Project, based on one vote for each mortgage, shall be required before making any material amendment to the Declaration, the Articles, or the Bylaws, including but not limited to any amendment which would change the percentage interests of the Unit owners in the Project.

unit in abanc ° or in th	east seventy-five percent (75%) the Project, based on one vote loned or termination provided by ne case of a taking by condemnation with withess whereof d Condominium Owners Associ	of all institutional here for each mortgage law in the case of station or eminent do	olders which have a e, shall be required substantial destruct omain.	a first mortgage lien of before the Project maion by fire or other can be the Trustees of T	n ar iay b sual The
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	Kirk D. Williamson		Jacqueline K. W	/illiamson	
	Cord D. Foulkers	· ·		; ; ;	
	Carl R. Faulkner			I	
	<u>(</u>	OWNER'S CONSE	<u>NT</u>		
and exec	e K. Williamson, Owners of the cute these Bylaws together wi s of the Utah Condominium Ow Kirk D. Williamson	th the Trustees of	the Association i	d, do hereby consent n accordance with t	to the
"Declarar Utah Cor in said pr or warrar	Villiamson and Jacqueline K. ot", do hereby consent to the adominium Ownership Act. In stroperty to the provisions of the attention in the Declaration and dominium Project. DATED this day of J	Williamson, the ur submission of the so consenting, the said Act. The under not assume ar	ndersigned, as ind Property by the to undersigned merel dersigned have ma	ividuals and Collection the provisions of the submit their interestate no representation	he sts ns
	Kirk D. Williamson -Owner/Co-Declarant		Jacqueline K. W Owner		

ACKNOWLEDGMENTS

TATE OF UTAH } OUNTY OF UTAH }	· · · · · · · · · · · · · · · · · · ·
Jacqueline K. Williamson, and Carl R. Faulkner, the	onally appeared before me Kirk D, Williamson and ne signers of the above and forgoing Bylaws of <i>The</i> n, each of whom duly acknowledged to me that he
	NOTARY PUBLIC
RESIDING AT:	
	: :
MY COMMISSION EXPIRES:	→
·	•
STATE OF UTAH } COUNTY OF UTAH } :ss	
K. Williamson, who being by me duly sworn did committed to the provisions of the Condominium A	y appeared before me Kirk D, Williamson, Jacqueline is say that they are the owners of the land hereby act and Co-signers of the within and forgoing Bylaws ociation, each of whom duly acknowledged to me that
	NOTARY PUBLIC
RESIDING AT:	
MY COMMISSION EXPIRES:	<u>.</u>