

**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS OF**  
**RIM VILLAGE VISTAS HOMEOWNER'S ASSOCIATION**

RIM VILLAGE VISTAS  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIM VILLAGE VISTAS HOMEOWNER'S ASSOCIATION**

THIS DECLARATION is made and executed this 29 day of July, 2004, by Henderson Builders, L.L.C. and Watson Family, L.C. (hereinafter collectively referred to as "Developer").

I. RECITALS

A. Developers are the record owners of that certain tract of Property (hereinafter referred to as the "Property"), more particularly described in Article III of this Declaration, and attached as Exhibit "A" to this Declaration. Developer desires to create on said Property a residential development with landscaped areas, open spaces, recreational areas and facilities and other Common Areas.

B. Developer desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end and for the ongoing benefit of the Property and of the Owners thereof, Developer desires to subject the property described in Article III of this Declaration to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

C. Developer deems it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Developer has, in conjunction with the recording of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE RIM VILLAGE VISTAS HOMEOWNERS ASSOCIATION.

D. Developer intends to create certain Recreational Areas and Facilities for the benefit both of Owners within the Property and of Owners of interests in other residential developments which Developer anticipates may in the future be created in the vicinity of the Property, either through expansion of this Project or by a separate declaration of conditions, covenants and restrictions, provided that such other residential developments are located within the Additional Land.

NOW, THEREFORE, for the foregoing purposes, Developer declares that the Property described in Article III of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

II. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

1. Declaration shall mean this Declaration of Covenants, Conditions and Restrictions.

2. Plat shall mean and refer to any plat: (i) which covers a portion of the Entire Tract; (ii) which describes or creates one or more Units; (iii) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise a part of the Development; and (iv) which is filed for record in the office of the County Recorder of Grand, Utah within ten (10) years after the date on which this Declaration is so filed. Being recorded concurrently with this Declaration is a subdivision plat of "RIM VILLAGE VISTAS", executed and acknowledged by Developer on July 29, 2004, prepared and certified by Herby L. Blair, (a duly registered Utah Land Surveyor, holding Registration No. 340290, consisting of ~~one~~ 2 sheets, and filed for record in the office of the County Recorder of Grand County, Utah on March 4, 2005 in Book 641, Page 146-147, on Entry No. 466436. Said subdivision plat constitutes a Plat. Remaining portions of the Property will be subdivided on a later date, and each of said additional subdivisions shall likewise constitute a Plat.

3. Property shall mean and refer to the entire tract of real property, a description of which is set forth in Article III of this Declaration and attached hereto as Exhibit "A", and shall also refer, at any given time, to any land within the Entire Tract annexed as provided in Article III of this Declaration.

4. Common Areas shall mean and refer to all property owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The initial Common Areas shall consist of all property described in Article III of this Declaration, save and excepting all developed Units contained therein.

5. Living Unit or Unit shall mean and refer to the following: 1) a structure or undeveloped pad that is either fully, or partially constructed, OR is raw ground having received Final Plat Approval; or 2) as soon as Final Plat Approval is received on any given phase, all designated lots are considered "Units" for voting purposes. Single Family Homes and Town Homes singly each represent a Unit.

6. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Grand County, Utah) of a fee simple or an undivided fee simple interest in any unit. This includes Units under construction, which includes infrastructure, and Units that have received FPA from the County that are still owned by the Developer. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee, or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any arrangement or proceeding in lieu thereof.

7. Association shall mean and refer to RIM VILLAGE VISTAS HOMEOWNER'S ASSOCIATION, a Utah nonprofit corporation, which will own, operate and maintain the Common Areas within the Entire Tract.

8. Board shall mean and refer to the Board of Trustees of the Association.

9. Member shall mean and refer to every person who holds membership in the Association.

10. Additional Land shall, at any point in time, mean any additional land in Grand County, Utah, which may be developed and be annexed into the Subdivision.

11. Parcel shall mean and refer to each portion of the Entire Tract which, within fifteen (15) years after the date on which the Declaration is filed for record in the office of the County Recorder of Grand

County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise a portion of the Development. The real property described in Article III of this Declaration constitutes a Parcel.

12. Recreational Areas and Facilities or Recreational Areas shall mean and refer to all recreational areas and amenities provided by Developer but to be owned by the Association for the use and benefit of all Members who own completed units within the Subdivision.

13. RIM VILLAGE VISTAS or the Subdivision, at any point in time, shall mean, refer to, and consist of all Recreational Areas and all subdivisions then in existence.

14. Entire Project shall, at any point in time, mean, refer to, and consist of all subdivisions which are located within the Entire Tract.

15. Mortgage shall mean any first mortgage, first deed of trust or trust deed of the act of encumbering any Unit or any property by a mortgage, trust deed or deed of trust; and Mortgagee shall mean any first mortgagee and any trustee or beneficiary of a first trust deed or deed of trust.

16. Developer shall mean and refer to RIM VILLAGE III, LLC, a Utah limited liability company, its successors and assigns.

### III. PROPERTY DESCRIPTION AND ANNEXATION

1. Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property in Grand County, State of Utah:

See Exhibit "A" attached hereto and incorporation herein by this reference.

EXCLUDING AND RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer or for any assignee of Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration ): (i) to construct and to improve the Common Areas with such facilities (including, but not limited to, roads, walkways, and various landscaped areas) designed for the use and enjoyment of all Members as Developer may reasonably determine to be appropriate; (ii) to create and construct such Recreational Areas and Facilities as Developer or as such assignee may reasonably determine to be appropriate; and (iii) to develop and improve, as Developer or as such assignee may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract irrespective of whether or not the particular portion of such Entire Tract developed or improved is or is to be part of the Rim Village Addition. If, pursuant to the foregoing reservations, the above-described tract or any improvement thereon is traversed, or partially occupied by a permanent improvement or utility line, a perpetual easement for each improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereto affected shall, unless sooner terminated in

accordance with their terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Grand County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of records.

2. Annexation by Developer. Developer may from time to time expand the Property subject to this Declaration by the annexation of all or part of the lands constituting the Additional Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Grand County, Utah, of a supplemental declaration which (i) describes the land to be annexed or incorporates by reference the description contained in the Plat; (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this Declaration; and (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property, and subject to the provisions of the Declaration and any amendment or supplement thereto, and permit Developer a Class B vote for each and every structure designed (and not necessarily constructed) in that phase..

3. No Obligation to Annex or Develop. Developer has no obligation hereunder to annex any additional land to the property or to develop or preserve any portion of Additional Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat filed by Developer or described or referred to in any documents executed or recorded by Developer.

#### IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner upon acquiring title to a Unit shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association with respect to such Unit shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Unit.

2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A members shall be all Owners, but excluding the Developer until the Class B membership ceases, as provided below. Class A members shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held.

Class B. Developer shall be the sole Class B member. The Class B member shall be entitled to five (5) votes for each Unit which it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

a. When the total number of votes held by all Class A members equals 75% of the total number of units in the Project; provided, however, that Class B membership shall be restored upon the annexation of additional Units to the property pursuant to Article III above, if and so long as the number of Class B votes after such annexation exceeds the number of Class A. votes; or

b. The expiration of fifteen (15) years after the date on which this Declaration is filed for record in the office of the County Recorder of Grand County, Utah.

3. Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves, but in no event shall more than one (1) Class A vote be cast with respect to any Unit. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting by another Owner of the same Unit, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Unit and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Units. Any Owner who mortgages his Unit or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

## V. DUTIES AND POWERS OF THE ASSOCIATION

1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

a. The Association shall accept all Owners as members of the Association.

b. The Association shall accept title to all Common Areas conveyed to it by Developer.

c. The Association shall maintain, repair, replace and landscape the Common Areas. In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance of Town Home Units which are subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surface, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Single Family Dwellings maintain and repair exterior of their homes as well as front, back yards, and any and all fencing.

In the event that the need for maintenance or repair of exterior of the Units and other improvements thereof is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Reimbursement Assessment to which such Unit is subject.

d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

f. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

g. Developer shall be allowed at all times to use all Common Areas or any portion thereof for any and all non-exclusive marketing purposes.

2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit for the purpose of maintaining and repairing such or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of Article IX of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and units (to the extent necessitated by the failure of the Owners of such Unit) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;



ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Developer, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Hundred Dollars (\$500.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things; (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

## VI. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Unit, be deemed to covenant and agree to pay to the Association the special and reimbursement assessments, annual and special assessments and his pro rata share of all taxes levied on the assets owned by the Association, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. The use

made by the Association of funds obtained from assessments may include payment of the cost of: insurance on the Common Areas, maintenance, repair, and improvements of the Common Areas, establishment and funding of a reserve to cover major repair or replacement or improvements within the Common Areas; maintenance and repair of the exteriors of Town Home Units; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance and repairs and replacement of those elements of the Common Areas that must be replaced on a periodic basis.

3. Basis and Maximum of Annual Assessments. Annual assessments will vary for Single Family Homes vs. Town Homes, since Single Family Home Owners are totally responsible for ALL their hazard insurance, inside and out as well as the maintenance and installation of yards, front and back and drives. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum quarterly assessment shall be \$450.00 for Town Homes and \$300.00 for Single Family Homes payable quarterly.

a. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum monthly assessment may be increased effective January 1 of each year by the Board of Directors without a vote of the membership, provided that any such increase shall not be more than twenty percent (20%) of the previous year's assessment. Such monthly assessment shall continue in effect for the following twelve (12) months, which period shall be deemed to be the assessment period.

b. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner the maximum regular assessment may be increased by the Board of Directors in an amount greater than provided for in subsection (a) hereof for the next succeeding twelve (12) calendar months, and at the end of each such period, for each succeeding period of twelve (12) months, provided that any such change shall have the approval by vote or written assent of a majority of the voting power of the Association, which shall include a majority of the votes residing in Members other than the Developer, or if the votes residing in Members other than the Developer, or if the two class voting structure is still in effect as provided herein and in the Bylaws, a majority of the votes of each class of Members. The limitations hereof shall not apply to any change in the maximum and basic amounts of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

c. After consideration of current maintenance costs and future needs of the Development, the maintenance assessment may be decreased by a vote of not less than two-thirds (2/3) of the Owners present, either in person or by proxy and entitled to vote at any duly constituted meeting for such purpose, together with the written consent of sixty-six and two-thirds percent (66 2/3 %) of all persons or entities holding an obligation of the Owner of any Unit in the Development secured by a mortgage or deed of trust which is a first lien on the Unit or interest of such Owner and which was made in good faith and for value.

4. Special Assessments. From and after the date set under Section 8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but no more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum at any meeting required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called, the presence of Owners of or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 3 and 4 above) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Special Assessment on Specific Unit. In addition to the monthly assessment and any special assessment authorized pursuant to Section 4 above, the Board may levy at any time Special Assessments: (a) on every Unit especially benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Unit to be charged; (b) on every Unit the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every Unit as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 2(a) of Article V or other provisions of this Declaration. The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Units according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special Assessment against the Units benefited.

7. Effect of Nonpayment - Remedies. Any assessment (whether quarterly, special or reimbursement assessment) not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Unit. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Unit, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

8. Subordination of Lien to Mortgages. The lien for the assessments provided herein shall be subordinate to the lien of any Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or purchaser who comes into possession of a Unit by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Unit; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Unit from the lien of any assessment thereafter becoming due.

## VII. PROPERTY RIGHTS AND CONVEYANCES

1. Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to

and shall pass with title to each Unit and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides in such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

2. Form of Conveyance; Leases. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit shall describe the interest or estate involved in substantially the following form:

Unit No. \_\_\_\_\_ as identified in the Plat recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, as Entry No. \_\_\_\_\_, contained within the Rim Village Vistas identified in the "Declaration Covenants, Conditions, and Restrictions of "Rim Village Vistas" recorded in the office of the Grand County Recorder in the Book \_\_\_\_\_, at Page \_\_\_\_\_. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

3. Transfer of Title to Common Areas. Developer shall convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non-delinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

4. Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

a. The right of the Association to govern by rules and regulations the use of the Common Areas by the Owners, so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable user charges for the use of facilities (other than open areas) within the Common Areas, and reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

b. The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Unit remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

c. The right of the County of Grand, and any other governmental or quasi-governmental body having jurisdiction over the Property to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;

d. The right of the Developer to use any Common Areas and/or any portion thereof for any non-exclusive marketing purposes.

5. Reservation of Access and Utility Easements. Developer reserves easements for access, electrical, gas, communications, cable television and other utility purposes and sewer, drainage and water facilities (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to the County of Grand or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

6. Easements for Construction and Development Activities. Developer reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Units, (b) improvement of the Common Areas and construction, installation and maintenance thereof, roads, walkways, buildings, structures, landscaping and other facilities designed for the use and enjoyment of some or all of the Owners, (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roads, walkways and other facilities planned for dedication to appropriate governmental authorities, and (d) development, improvement, use and occupancy of all or any portion of the Additional Land, whether or not such land is intended to be made part of the property. The reservations contained in this paragraph shall expire fifteen (15) years after the date on which this Declaration is filed for record in the office of the county Recorder of Grand County, Utah.

#### VIII. USE RESTRICTIONS

1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Units.

2. Use of Units. No Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

3. Recreational Vehicles. Boats, trailers, large trucks, and commercial vehicles belonging to Owners or other residents of the Property shall be parked only within the designated parking area within the Development, except temporary parking, as designated by the Board of Trustees. No long term parking will be available by the Developer. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles.

4. Pets. No animals other than one small household dog or cat shall be kept or allowed in any Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Unit, it shall be kept on a

leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No exterior structure for the care, housing or confinement of any such pets shall be maintained. Any Owner or other resident within the Development who violates this Section shall be subject to such penalty or fines as the Board by resolution or regulation may provide. Owner of such pet must clean up the droppings of their pet which falls on common property. Quiet enjoyment is of the utmost importance for all owners. Any owner who does not pick up the droppings of their pet on common property is subject to a fine, which amount is to be decided by the Board.

5. Antennas. No antenna for radio or television reception, air conditioning unit or other appliance or apparatus, laundry, bedding, garment or other like item, shall be placed within the Common Areas, or outside of any Unit. No such item placed within any Unit shall be located so as to be readily visible from the Common Areas.

6. Common Areas. The Common Areas of the Development shall be improved and used only

- a. Vehicular and pedestrian access to and from and movement within the Subdivision, and space for temporary vehicular parking.
- b. Recreational use by Owners and occupants of Units and their guests.
- c. Beautification of the Subdivision.
- d. Privacy for the Owners and occupants of Units.
- e. Non-exclusive advertising purposes (by the Developer only).
- f. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Architectural Control Committee.

7. Insurance. Single Family Homes are 100% responsible for all fire, hazard, earthquake, liability, contents, and any other insurance on the inside and outside of their dwelling as well as the front and back yards of their lot. Town Homes are responsible for Contents insurance and personal liability if they choose. No use shall be made of any Unit which shall cause the improvements within the Subdivision or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form J. or better).

8. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Unit except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Unit or appurtenant structures.

9. Maintenance and Repair. Single Family Home Owners are completely responsible for the maintenance and repair of the exterior of their homes, as well as their front and back yards including any existing garages and drives. Town Home exterior maintenance and repair, including exterior of buildings, yards, drives, parking, and all landscaping are the full responsibility of the HOA. No building or structure shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the

Architectural Control Committee, each such building or structure at all times shall be kept in good condition and adequately painted or otherwise finished. HOA is responsible for the landscaping and maintenance of the Meador property retention pond area.

10. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Unit, so as to render such Unit or portion thereof unsanitary, unsightly, offensive, or detrimental to other Unit Owners of the Subdivision. No Unit shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Units. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed in Units.

11. Right of Entry. During reasonable hours and by appointment, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building, site, or Unit, and the improvements thereon, to ascertain whether or not the provisions of the restrictions contained in Article VIII and other rules and regulations of the Board or of the Association have been or are being complied with. The only exception to this is for Single Family Dwellings.

12. Signs. No signs whatsoever (including, without limitations, political signs) shall be erected or maintained on any Unit except:

- a. Such signs as may be required by legal proceedings.
- b. Residential identification signs of a combined total face area of seventy-two (72) square inches or less for each Unit.
- c. One "For Sale" or "For Rent" sign on the front yard only. None at entry except the Developer's real estate company.

13. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board.

14. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Developer, so long as it has any interest in any of the Property or any portion of the Additional Land;
- b. Any Owner; or
- c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

15. Exception for Developer. Notwithstanding the restrictions contained in this Article VIII, for the fifteen (15) years following the date on which this Declaration is filed for record in the of fine of the County Recorder of Grand County, Utah, Developer shall have the right to use any Lot or Unit owned by it,

and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Units owned by the Developer.

#### IX. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Trustees of the Association shall appoint at their discretion a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No Unit, accessory or addition to a Unit which is visible from the Common Areas, shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit, nor of the court enclosure, except as herein otherwise mentioned, shall be performed, unless and until complete plans and specifications therefore have first been submitted to and approved by the Committee.

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to assure that all improvements, construction, landscaping, and alterations on Units within the property conform to and harmonize with existing surroundings and structures.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the plans and specifications submitted.

5. Construction. Once begun, any improvements, construction, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas in the vicinity of the activity.

6. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article IX.

7. Exception for Developer. The foregoing provisions of this Article IX shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any part of Property or the Common Areas and which occurs at any time during the fifteen (15) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Grand County, Utah.

8. Developer's Obligation. Developer hereby covenants in favor of each Owner that all Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before fifteen (15) years from the date on which this Declaration is filed for record in the office of the County Recorder of Grand County, Utah, there shall be substantially completed and useable all Common Areas of the Development, all approximately in the locations shown on the Plat.

#### X. INSURANCE



1. Hazard Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class VI or better from Best's Key Rating Guide, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the common property owned by the Association (including all building service equipment, if any, and the like) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by any Mortgagee of any Unit, Demolition and Contingent Liability from Operation of Building Laws Endorsement, an Increased Cost of Construction Endorsement, and such other endorsements as any first Mortgagee of a Unit shall reasonably require. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

b. Such other risks as would customarily be covered with respect to projects similar in construction, location and use.

2. Liability Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class VI or better from Best's Key Rating Guide a policy or policies (herein called the "Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the condition of the Common Areas including the offsite Detention Basin on the north end of the Meador Property or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Grand nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced. The Policy shall provide that the Policy may not be canceled by the insurer unless it gives at least 180 days prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

3. Additional Insurance: Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution for insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

a. A waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants;

b. That it cannot be canceled, suspended or invalidated due to the conduct of any

particular Owner or Owners;

c. That it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and

d. That any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

4. Fidelity Coverage. In the best business judgment of the Association, the Association may maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, directors, and employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association.

5. Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20 %) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Unit who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

6. Units Not Insured by Association.

a. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering the interior of any Units and the personal property contained therein and acts and events therein. Accordingly, Owners of Units in the Development shall obtain appropriate fire, extended coverage and liability insurance therefore.

b. If the Units are to be insured under a blanket or master type casualty insurance policy maintained by the Association, which shall be permitted, then such policy shall insure the Units with fire and extended coverage for the full insurable value, with replacement cost coverage, and agreed value endorsement. Such policy shall also be obtained from a company or companies holding a financial rating at least equal to that mentioned for hazard and liability insurance carrier mentioned in Sections 1 and 2 of this Article X, and shall also contain such other coverage and endorsements as are customary for Units of the type in this Subdivision in the State of Utah and meet all other requirements as may be required from time to time by the Mortgagees or their designees.

c. Owners of Single Family Homes are fully responsible to obtain and keep in force fire, liability, extended coverage on their dwelling in and out, premises or lot, and contents insurance at their own expense.

## XI. CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine provided, however, that in the event of a taking in which any Unit is eliminated, the Board shall disburse the

portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Unit in the Association and the Common Area to such Owner and any first Mortgagee of such Unit, as their interests shall appear.

## XII. RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

1. Right to Examine Association Records. Any first Mortgagee shall have the same right to inspect the books and records of the Association and receive audited financial statements as the Owner of the Unit securing the Mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statement to be audited.

2. Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. The Association as owner of the Common Areas, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so express in such conveyance, is deemed to covenant and agree to make such reimbursement.

## XIII. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Architectural Control Committee, or the Board, as the case may be.

2. Amendment. Except as provided below or in Article XII, this Declaration may be amended by:

- a. The affirmative vote of a majority of the Owners; and
- b. The written consent of Developer, if such amendment is adopted at any time when Developer holds Class B membership in the Association; and
- c. The filing of an instrument for record in the office of the County Recorder of Grand County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners and, if required, has the written consent of Developer.
- d. The written consent of the County Council

Until all portions of the Additional Land are annexed to the Property or until Developer's right to annex land to the Property otherwise terminates, Developer reserves the right to amend this Declaration insofar as it applies to any land annexed at or after the date of such amendment, provided that (a) any such amendment shall be set forth in a supplemental declaration annexing land to the Property, (b) no such amendment may affect the voting rights of Owners, and (c) no such amendment may decrease the proportionate share of Association assessments which would otherwise be payable by the owners of the annexed land. Developer may at any time amend this Declaration so as to limit, diminish, or eliminate all or any of the reserved rights or benefits of Developer herein, provided that any such amendment shall be effective only after being filed of record in the office of the County Recorder of Grand County, Utah.

3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction, the assent or affirmative vote of a stated percentage or number of the Owners, whether present or represented by proxy (i.e. family member of the Member or another Member of the Association only) at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 3:

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

b. The total number of votes required for the applicable authorization of approval shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentences, any change in ownership of a Unit which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes withstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

d. Unless the consent of all Owners whose memberships are appurtenant to the same Unit are secured, the consent of none of such Owners shall be effective.

4. Lease Provisions. Any Owner may lease his Unit provided, however, that any lease agreement between an Owner and a Lessee must be in writing and must provide, inter alia, that:

a. The terms of the Lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association; and

b. Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the Lease.

5. Developer's Rights Assignable. All or any portion of the rights of Developer under this Declaration or in any way relating to the Property may be assigned.

6. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and

any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

7. Covenants to Run the Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a Unit, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit in the Common Areas, the party acquiring such interest consents to and agrees to be bound by, each and every provision of this Declaration.

8. Duration. The covenants and restrictions of this Declaration shall remain in effect for a term of twenty (20) years from the date this Declaration is filed in the office of the County Recorder of Grand County, Utah, after which time they shall be automatically extended for successive periods of ten ( 10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Units and their first mortgagees, if any, voted in favor of such termination.

9. Developer's Right to Amend. Until all portions of the Additional Land are included in the Development, or until the right to expand the Development through the annexation of all or part of the lands constituting the Additional Land terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend this Declaration as may be reasonably necessary or desirable: (a) to more accurately express the intent of any provisions of this Declaration in light of then existing circumstances or information; (b) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or (c) to facilitate the practical, technical, administrative, or functional annexation of any undeveloped land to the Property.

10. Rights of Easement. There shall be a perpetual maintenance easement of all privately owned and common areas including parking, patios, etc. The HOA will maintain those areas.

11. Association Shall Not Amend. The Association shall not amend the CC&RS without approval from the County Council.

12. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Grand County, Utah.

13. Property Tax On Offsite Detention Pond. RVVHOA agrees to pay the property taxes on the triangle Detention Pond on the north side of the Bill Meador property.



My Commission Expires:

Residing at: \_\_\_\_\_

**EXHIBIT "A"**

Executed below by the Members of RIM VILLAGE VISTAS,

WATSON FAMILY, L.C., a Utah limited liability company, and Member of Rim VILLAGE III, L.L.C.

By: Pam Watson  
Pam Watson, Member Manager

STATE OF UTAH        )  
                              : ss.  
COUNTY OF ~~GRAND~~ )  
                              Utah

On this 22 day of February, 200~~4~~<sup>5</sup>, personally appeared before me Pam Watson, who being by me duly sworn, did say that she is a Member Manager of WATSON FAMILY, L.C., a Utah limited liability company which is a Member of Rim Village III, L.L.C. and that the foregoing Declaration was signed on behalf of said limited liability company by authority of a resolution of its owners, and she duly acknowledged to me that said company has authorized the execution of the same.

Notary Public Panela Simon

My Commission Expires: Oct 24, 2007

Residing at: Cherry, UT





WHEN RECORDED MAIL TO:  
Rim Village III, L.L.C.  
3071 So. Hwy. 191  
Moab, UT 84532

Ent 477248 Bk 694 Pg 148 - 154  
Date: 16-APR-2007 1:03PM  
Fee: \$39.00 Check  
Filed By: MM  
MERLENE MOSHER, Recorder  
GRAND COUNTY CORPORATION  
For: RIM VILLAGE III LLC

## NOTICE

January 4, 2007

To Whom It May Concern:

WHEREAS, Rim Village III, L.L.C., owner of the following described property located in Grand County, Utah;

### **Rim Village Vistas Subdivision Lots 1-18**

WHEREAS, it is the desire and intention of the Developer to sell the lots described above and to subject the lots to mutually beneficial restrictions, under a general plan of improvement, for the benefit of all future owners of these lots; and

WHEREAS, the Developer caused to be recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions affecting the property known as "Rim Village Vistas Subdivision," dated July 29, 2004 and recorded March 4, 2005 as No. 466437 in book 0641 Pages 148-171 in the Office of the Grand County Recorder;

NOW THEREFORE, it is the desire of the Developer to create the following Declaration of Protective Covenants, Conditions, and Restrictions to apply to the Rim Village Vistas Subdivision Single Family Lots 1-18 only, as follows;

#### **1. LOT RESTRICTIONS**

Each and every lot platted and designated as such in the attached Subdivision plat (in any case, a "Lot") shall be held, owned, and considered as a separated residential Lot and no structure shall be erected, altered, placed, or permitted to remain on any such residential Lot other than those permitted by the controlling governmental authority's zoning restrictions. Each and every Lot and structure must comply with all other protective covenants outlined herein and, further, must be approved by Rim Village Vistas Subdivision Single Family Lots Homeowner's Association (hereafter RVVSSFLHOA).

#### **2. ALLOWABLE HOME TYPES**

All residential dwellings and accessory structures built within the Subdivision shall be of a Southwestern, Santa Fe, or Spanish Pueblo design only. Plans will be subject to the approval of the RVVSSFLHOA architectural control committee discussed hereinafter. All homes will be original construction. Modular, mobile homes or trailers, prefabricated dwellings or motor homes will not be allowed.

### **3. ARCHITECTURAL CONTROL**

Every residential dwelling in this Subdivision shall have a ground level floor area of not less than one thousand three hundred fifty (1350) square feet, excluding porches, garages, patios, or overhangs. All garages must be enclosed; open carports are not allowed. All dwellings and accessory structures restricted to a maximum height above finished grade of twenty-eight (28) feet. Basements are allowed.

All foundations shall be finished with stucco or rock and shall have no concrete block or framing showing. Approved siding materials shall include stucco, rock, or brick. Vinyl, aluminum, Hardboard, and concrete siding are not allowed. Minimum roof pitch is 4/12 (southwest flat roof houses are not subject to minimum roof pitch). Roof materials on pitched roofs must be of Spanish Tile design or type only. All siding and roofing material must be earth tone colors. Metal roofs are not allowed.

All roof mounted cooling and heating units, as well as any drain or air vents that are feasible to do so, will be placed on the backside of buildings away from the front of the Lot, and shall not be visible from the front of any Lot. Ground placed cooling and heating units will be located out of sight from the front of the Lots within the Subdivision. Basement wall waterproofing and window well elevation shall be per Grand County Land Use Code and Grand County Construction Standards.

### **4. ARCHITECTURAL CONTROL COMMITTEE**

Prior to construction, plans shall be submitted to the architectural control committee to ensure compliance with these Covenants, Conditions, and Restrictions. The Developer shall serve as the exclusive member of the architectural control committee until ten (10) Lots have been sold. After ten (10) Lots have been sold, the RVVSSFLHOA may elect an architectural control committee to serve this function consisting of three members, one of which will be the Developer (so long as the Developer shall own at least one Lot).

### **5. DRIVEWAY CONSTRUCTION**

All driveways must be a paved surface consisting of concrete, asphalt, chip and seal, or brick or stone pavers. Driveways must be completed no later than the earlier of three (3) months after the residential dwelling on the Lot is completed or a certificate of occupancy is issued therefore.

### **6. FENCING RESTRICTIONS**

Backyard fences are restricted to six (6) feet or less in height, excluding corner or supporting end-caps, but including lattice or other decorative fencing. Wrought iron, stucco, rock, colored block, and brick are allowable. Chain link fences are not allowed. Fences must allow water to pass through as directed by Grand County Land Use Code. There shall be no Front yard fences of any type on any Lot. However, walls used as part of a courtyard and in the Southwestern, Santa Fe, or Spanish Pueblo style may be acceptable subject to approval of the architectural control committee.

### **7. CONSTRUCTION TIME FRAMES**

All construction upon any Lot or Lots in the said Subdivision shall be completed within a period of twelve (12) months from the date the work first started.

### **8. ANIMAL RESTRICTIONS**

No persons shall keep, maintain, or permit any swine or poultry of any kind to be raised, bred, or kept on any Lot. No persons shall keep, maintain, or permit any dogs, cats, or other household pets of any kind for the purpose of breeding. No persons shall keep, maintain, or permit at any place within the limits of the Subdivision any animals of any kind to be maintained for any commercial purpose. No persons shall keep, maintain, or permit any livestock (including horses) to be raised, bred, or kept on any Lot.

### **9. WASTE, OFFENSIVE ACTIVITIES**

No waste, noxious, or offensive activity shall be allowed on or upon any Lot.

### **10. PARKING RESTRICTIONS**

No automobiles, trucks, trailers, boats, recreational vehicles, or any other vehicles or equipment are to be stored or parked on front or side Lots unless they are in running condition, properly licensed, and being regularly used. In addition, no automobiles, trucks, trailers, boats, recreational vehicles, or any other vehicles, or equipment are to be stored or parked on streets longer than one (1) week. No trucks in excess of two (2) tons shall be stored or parked within the Subdivision. All other automobiles, trucks, trailers, boats, other vehicles, and equipment must be stored or parked in an enclosed structure or behind the residence and shielded from public view by appropriate fencing. Absolutely no mechanical work or oil changing is permitted on the front or side of any Lot or on streets.

### **11. BUILDINGS AND PROPERTY TO BE MAINTAINED**

All buildings and other structures built on or about any and all Lots within the Subdivision must be maintained in good repair by the Lot owner and, further, all Lots including sidewalks and landscaping, are to be kept neat, with a well-maintained appearance, and comparable to surrounding properties. The exterior finish of every structure must be maintained in good condition and repair at all times.

### **12. LANDSCAPING AND WEED CONTROL**

The front yard and side yard areas of each Lot must be landscaped within one (1) year from the time the dwelling is occupied. Weeds must be controlled on all Lots including vacant Lots. Subject to the preceding reference, on vacant Lots weeds can be allowed to grow to control wind erosion. However, once weeds exceed one (1) foot in height, they must be controlled by burning, chemical spraying, physically removing, or mowing. The RVVSSFLHOA shall have authority to control weeds on any Lot not in compliance after written notice to the current Lot owner. Any cost in controlling weeds to the RVVSSFLHOA will be assessed to the Lot owner in violation.

### **13. UNSIGHTLY ARTICLES**

No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. Refuse, garbage, and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles, antennas, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view.

No lumber, grass, shrub or tree clippings, or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

#### **14. SIGN RESTRICTIONS**

No signs, billboards, or advertising structures may be erected or displayed on any of the residential Lots in the Subdivision, or parts or portions of said residential Lots, except that a single sign, not more than eight (8) square feet in size, advertising a specific Lot or house for sale or rent, may be displayed on the premises affected.

#### **15. TRASH AND REFUSE RESTRICTIONS**

No trash, ashes, or any other refuse may be thrown or dumped on any residential Lot or any part or portion thereof. All trash receptacles, cans, and containers shall be shielded from public view except on trash pickup day. All homeowners will be required to use a commercial trash garbage pick up service with a minimum of once per week pick up. Burning of household garbage or trash will not be allowed at any time. Burning of yard or landscaping waste is acceptable during authorized burn days.

#### **16. HOME BUSINESS RESTRICTIONS**

No persons shall conduct, maintain, or permit at any place within the limits of the Subdivision any trade or business without the written permission of the RVVSSFLHOA.

#### **17. LOT SUBDIVISION**

No Lot shall be further subdivided.

#### **18. LIGHTING RESTRICTIONS**

Maximum wattage on any outdoor fixture shall be 75 watts.

#### **19. SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

#### **20. BUILDING ENVELOPES**

Set backs twenty five (25) feet in front, ten (10) feet on sides, and ten (10) feet to the rear.

#### **21. CONSTRUCTION DAMAGE/LIABILITY**

Any damage to roads, curb, or utilities done during construction will be replaced or repaired by the Lot owner or responsible contractor involved. The RVVSSFLHOA may choose to take any action it deems necessary to ensure damage is repaired or replaced.

#### **22. DEBRIS CONTROL**

During construction, all debris must remain cleaned up and stored to prevent blowing and, as necessary, other appropriate dust control procedures shall be implemented. The

construction site should be as clean as possible in consideration of surrounding neighbors and Lot owners.

### **23. ALLOWABLE ACCESSORY BUILDINGS**

Detached buildings or other structures are allowed providing the square footage does not exceed the residential dwelling square footage and meets the limits set forth in the Grand County Land Use Code. Architecturally, each allowable accessory building or structure must match the residential dwelling as much as possible. Height restrictions and all other restrictions in these covenants shall apply to shops and outbuildings. If a detached shop is built before the main house, the main house construction must begin no later than six (6) months after construction on the shop begins.

### **24. MANDATORY HOMEOWNER'S ASSOCIATION**

All property owners are required to be members of the RVVSSFLHOA. Any successive buyer(s) shall automatically and are required to be members of the association. Each property owner and successive buyer(s) acknowledge and agree to abide by the RVVSSFLHOA rules, policies, and procedures as set forth in the RVVSSFLHOA Operating Agreement, as the same may be amended from time to time. Each Lot shall represent one vote. The responsibilities of the RVVSSFLHOA are outlined further in the RVVSSFLHOA Operating Agreement, and include the responsibility for the continuous perpetual operation, maintenance, and/or supervision located in the Subdivision plat (the "Final Plat"). Specifically, the mandatory responsibilities of the RVVSSFLHOA include, but are not limited to:

- A. Maintain the detention pond (described in attached Exhibit A) of the Final Plat. This shall include but not limited to keeping the orifice plate and screen clear of debris, removing silt from pond bottom when necessary, controlling weeds or trees that grown within the pond, or anything else necessary to maintain the aesthetic appeal and ensure the proper operation and function of this detention pond and drainage facilities feeding the pond.
- B. Maintain all streetlights.
- C. Special Assessments.
- D. The initial president of the RVVSSFLHOA will be the Developer. After ten (10) Lots have been sold, the RVVSSFLHOA will hold an election to choose a president of its choice.

### **25. CHANGES IN COVENANTS**

Any changes in these covenants concerning maintenance or operations, is prohibited without written consent of Grand County.

### **26. COVENANT CLARIFICATIONS**

All Covenants, Conditions, and Restrictions herein stated and set forth shall run with the land and shall be binding on all of the parties and persons claiming any interest in said residential Lots, or any part thereof, until such time said Covenants, Conditions, and Restrictions shall be modified in whole or part, by a two-thirds (2/3) majority vote of the then members of the RVVSSFLHOA.

## **27. GRAND COUNTY CODES AND REGULATIONS**

Grand County (the "County") or its lawful agents has the right and ability, after due notice to the RVVSSFLHOA, to remove any landscape systems, features, or elements that cease to be maintained by the RVVSSFLHOA; to perform the responsibilities of the RVVSSFLHOA, if the RVVSSFLHOA fails to do so in compliance with any provisions of the Covenants, Conditions, and Restrictions, or of any applicable County codes or regulations; to assess the RVVSSFLHOA for all costs incurred by the County in performing said responsibilities if the RVVSSFLHOA fails to do so; and/or to avail itself of any other enforcement actions available to the County pursuant to state law or County codes or regulations.

## **28. COUNTY LIABILITY**

The RVVSSFLHOA shall hold the County harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the County's removal of any landscape systems, features, or elements that cease to be maintained by the RVVSSFLHOA or from the County's performance of the aforementioned operation, maintenance, or supervision responsibilities of the RVVSSFLHOA due to the RVVSSFLHOA failure to perform said responsibilities.

## **29. COUNTY ENFORCEMENT**

The RVVSSFLHOA shall hold the County harmless for claims based on the County's inaction and the County shall have neither the right nor the responsibility to enforce private Covenants, except in accordance with the provisions of section 6.8. of the Grand County Land Use Code as amended to date.

## **30. COVENANT ENFORCEMENT**

In addition to, and not in lieu of, any other right or remedy granted herein or by law or equity, to which the Developer and RVVSSFLHOA are entitled to upon breach or default of any Owner, the Developer and RVVSSFLHOA shall be entitled to seek specific performance of any of the Covenants, Conditions, and Restrictions contained herein or an injunction against any breach thereof. Expenses incurred by the Developer or RVVSSFLHOA in enforcing any Covenant, Condition, and Restriction herein, including, but not limited to attorney's fees, costs of the court, or any other collection expenses, shall be paid for by the violating party.

## **31. FORCE MAJEURE**

Any party shall be excused for a period of any delay in performance of its obligations hereunder, if such a party is otherwise without fault, and is prevented from doing so by a cause beyond its control (financial inability excepted), including without limitation strikes and labor disputes, civil commotion, war, acts of terrorism, governmental restrictions or control, restraint, regulation, order of judgment of any governmental authority or court, fire or other casualty, inability to obtain any material (or a reasonable substitute therefore), labor or services, acts of God, or failure or slowness of governmental entities to take action.

## **32. COVENANTS TIMELINE**

The initial term creating these Covenants shall be for a twenty-five (25) year period and shall automatically renew for successive ten (10) year periods. The RVVSSFLHOA may not be dissolved without prior consent of the County.

**33. AMENDMENTS**

The Developer, (as long as Developer is in control of enforcing and maintaining the Covenants herein) reserves the right to, and is entitled to amend these protective Covenants, Conditions, and Restrictions from time to time, at Developer's sole discretion, upon reasonable notice to members of RVVSSFLHOA. Once the RVVSSFLHOA is responsible for enforcing and maintaining the Covenants herein, such amendments may be made upon a two-thirds (2/3) approval of the members of the RVVSSFLHOA. Where applicable; as required by the Grand County Use Code, such amendments are prohibited without written consent of Grand County.

**34. CONSTRUCTIVE NOTICE**

Each person who owns, occupies or acquires any right, title or interest in any Lot is conclusively deemed to have notice of, and to have consented to, the application and enforcement of each of the Covenants, Conditions, and Restrictions against the Lot contained herein, whether or not there is any reference to such in the instrument by which the Lot or interest is acquired.

**35. INSURANCE**

All property owners of Single Family Lots will be 100% responsible for any insurance pertaining to that property, such as Earthquake, Fire, Hazard, Liability, Contents, and any other insurance on inside and outside, as well as front and back yards of their Lot(s).

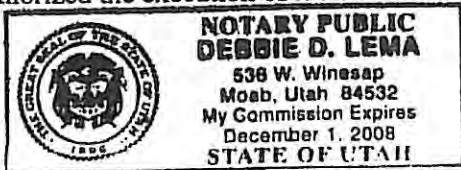
EXECUTED by Developer on the day and year first above written.

Henderson Builders, LLC, a Utah limited liability company, and Member of Rim Village III, L.L.C.

By: *[Signature]*  
Charles C. Henderson, Member Manager

STATE OF UTAH        )  
                                  ).ss.  
COUNTY OF GRAND )

On this 4 day of January, 2006, personally appeared before me Charles C. Henderson, who being by me duly sworn, did say that he is a Member Manager of Henderson Builders, LLC, a Utah limited liability company, which is a Member of Rim Village III, L.L.C., and that the foregoing Declaration was signed on behalf of said limited liability company by authority of a resolution of its owners, and he duly acknowledged to me that said company has authorized the execution of the same.



Notary Public *Debbie D Lema*

Residing at: 538 W Winesap Moab UT 84532

My Commission Expires: 12/1/08

WHEN RECORDED MAIL TO:  
Rim Village III, L.L.C.  
3071 So. Hwy. 191  
Moab, UT 84532

Ent 486891 Bk 735 Pg 157 -- 158  
Date: 07-JUL-2008 12:45PM  
Fee: \$30.00 Check  
Filed By: MWD  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: RIM VILLAGE III LLC

FIRST AMENDMENT TO DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIM VILLAGE VISTAS  
SUBDIVISION LOTS 1-18

This First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of the Rim Village Vistas Subdivision Lots 1-18 is made and executed as of the date of the signature below by its Developer, RIM VILLAGE III, LLC, a Utah limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, is the Developer of the following described property ("Property") located in Grand County, Utah;

**Rim Village Vistas Subdivision Lots 1-18,  
according to the official plat thereof recorded in  
the Office of the Grand County Recorder.**

WHEREAS, By Notice dated January 4, 2007, Rim Village III, L.L.C., as owner, caused to be recorded and filed in the office of the Grand County Recorder Office as Entry 477248 Book 694 and Page 148-154 that certain Declaration of Protective Covenants, Conditions and Restrictions ("Declaration") that apply to the Property.

WHEREAS, Provisions of the Declaration may be amended with approval of Grand County, as may be required, pursuant to paragraph 25 of the Declaration which provides that any changes in the covenants related to maintenance or operations requires written consent of Grand County. The written approval of Grand County is not required because the amendments set forth hereafter do not relate to maintenance or operations of the Property.

WHEREAS, Provisions of the Declaration may also be amended by the Declarant, pursuant to the provisions of paragraph 33 of the Declaration, which provide that the Declarant, as Developer has reserved the right to amend so long as the Developer "...is in control of enforcing and maintaining the Covenants herein."

WHEREAS, the Declarant desires to amend the Declaration solely for the purpose of conforming the Declaration to the provisions set forth on the official Plat of the Rim Village Vistas Subdivision Lots 1-18 recorded in the office of the Grand County Recorder.





RECEIVED  
MAR 21 2008

Utah Div. Of Corp. & Comm. Code



**ARTICLES OF INCORPORATION**  
**OF**  
**RIM VILLAGE VISTA SUBDIVISION SINGLE FAMILY LOTS**  
**HOMEOWNERS' ASSOCIATION**  
(A Utah Non-profit Association)

I, Charles C. Henderson, the undersigned natural person over the age of twenty-one (21) years, whose address is 3071 S. Hwy 191, Moab, Utah 84532, acting as incorporator of a nonprofit corporation under the Utah Revised Nonprofit Corporation Act §§16-6A-18 through 16-6A-1704, Utah Code Annotated (the "Association Act"), hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE I**  
**NAME**

The name of the corporation is **Rim Village Vista Subdivision Single Family Lots Homeowners Association, Inc.**, (hereafter the "Association").

**ARTICLE II**  
**DURATION**

The Association shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

**ARTICLE III**  
**POWERS AND PURPOSES**

3.01. Purposes. The Association is organized and shall be operated as a nonprofit association/corporation for the purpose of holding, maintaining and administering the business, property, common areas, and affairs of the Single Family Lots, Lots 1 through 18, inclusive, in the Rim Village Vistas Subdivision, Phase I, located at Moab, Grand County, Utah (the "Rim Village Vistas, Phase I"), to administer and enforce the applicable rules, Covenants, Conditions and Restriction applicable to said Lots and to administer, collect and enforce monetary assessments to members for the Association's business affairs.

3.02. Powers. The Association shall have all of the powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Utah Code Ann. § 16-6A-302, The Association Act.

3.03. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III: (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its member, trustees, or officers or any

03-21-08 P03:47 RCVD

Date: 03/21/2008  
Receipt Number: 2048595  
Amount Paid: \$22.00

other person; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein and in the Covenant, Conditions of Restriction.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

4.01. General. These Articles, the Covenant, Conditions and Restrictions, and the By-Laws shall govern the organization, membership and operation of the Association and the Association shall have those rights, duties and powers as provided therein.

4.02. Membership. The association shall have as its members all owners of each of the Single Family Lots, lots 1-18, inclusive, in Phase I of the Rim Village Vista subdivision, Grand County, Utah. Every owner of a single family lot shall automatically become a member of the Association upon acquiring title to his or her lot, and shall be and remain a member of the Association until such time as his or her ownership of such lot ceased for any reason, at which time his or her membership in the Association with respect to such lot shall automatically cease and shall automatically transfer to the successor Owner as of the date of the lot's transfer. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of the lot.

4.03. Assessments. The owners of each lot shall pay the proportionate share of the common expenses for the common area and the utility services to the common areas which are enjoyed by that lot. Assessments therefore shall be issues, enforced and collected by the Association or at the direction of the Association.

4.04. Classes of Members. The corporation shall have two separate classes of member. Class A shall consist of the Owners, but excluding the Developer until the Class B membership ceases. Class A members shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held. Class B shall consist of the Developer, who shall be the sole member of Class B. Class B shall be entitled to six (6) votes for each lot which it owns. Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

a. When the total number of votes held by all Class A members equals seventy-five (75%) of the total number of units in the subdivision; provided, however, that Class B membership shall be restored upon the annexation of additional lots to the property pursuant the Declaration of Covenants, Conditions and Restrictions of the Rim Village vistas subdivision, if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes; or

b. The expiration of fifteen (15) years after the date on which the Declaration of Covenants, Conditions and Restrictions is filed with the County Recorder of Grand County, Utah.

4.05. Multiple Ownership Interests. The vote attributable to and exercisable in connection with a single family lot shall be one voter per unit. In the event there is more than

one title owner of a particular lot, the vote relating to such lot shall be exercised as the owners of the lot may determine among themselves. A vote cast at any meeting by any of such owners as members shall be conclusively presumed to be the vote attributable to the lot concerned, unless an objection is immediately made by another owner of the same 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.

4.06. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a member, the address of such person, and the lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the Grand County Recorder, State of Utah. The Association may, for all purposes, act and rely on the information concerning owners and lot ownership, which is thus acquired by it, or, at its option, the Association may act and rely on current ownership information respecting and unit or units which is obtained from the office of the Grand County Assessor and the Grand County Treasurer, State of Utah. The address of a member shall be deemed to be the address of the unit owned by such member unless the Association is otherwise advised in writing. A member or former member who fails to so furnish accurate information regarding lot ownership and/or mailing address shall continue to be liable for monthly assessments even after transferring ownership of any lot.

4.07. Necessary Vote. Except as concerns the election of trustees and officers, and except with respect to proposals which, under these Articles, the Covenants, Conditions and Restrictions, or by law, require a greater proportion for adoption, the affirmative vote of a majority of all votes, which members present in person or represented by proxy are entitled to cast at a meeting, shall be sufficient for the adoption of any matter voted on by the members.

#### ARTICLE V BOARD OF TRUSTEES

5.01. Number, Tenure, and Qualifications. The Board of Trustees of the Association shall be not less than three (3), nor more than seven (7). Each Trustee shall hold office until the next annual meeting of the members and until a successor shall have been elected and qualified. Trustees shall be residents of the State of Utah. In case of any vacancy in the Board of Trustees, the remaining members of the Board may elect a successor trustee or trustees to hold office until the next meeting of the members.

5.02. Initial Board. The persons who are to serve as Trustees until the first annual meeting of the members are as follows:

<u>Name</u>	<u>Address</u>
Charles C. Henderson	Henderson Builders, LLC 3071 S. Hwy 191 Moab, Utah 84532

Charlynn Pogue

3071 S. Hwy 191  
Moab, Utah 84532

Jason Henderson

Henderson Builders, LLC  
3071 S. Hwy 191  
Moab, Utah 84532

**ARTICLE VI**  
**PRINCIPAL OFFICE**

The address of the initial principal office of the Association is:

3071 S. Hwy 191  
Moab, Utah 84532

**ARTICLE VII**  
**REGISTERED OFFICE AND AGENT**

The initial registered office of the Corporation is:

3071 S. Hwy 191  
Moab, Utah 84532

Such office may be changed from time to time by the Board of Directors without amendment of these Articles of Incorporation.

The initial registered agent of the Corporation is:

Charles C. Henderson  
3071 S. Hwy 191  
Moab, Utah 84532

**ARTICLE IX**  
**INCORPORATOR**

The name and address of the incorporator of the Corporation is:

Charles C. Henderson  
3071 S. Hwy 191  
Moab, Utah 84532

**ARTICLE IX**

MISCELLANEOUS

9.01. Transfer of Common Areas. The Board of Trustees may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of the common areas of the Subdivision to any public agency or authority for such purposes and subject to such conditions as agreed to by the Board of Trustees. Any such dedication or transfer, however, shall be assented to by two-thirds (2/3) of the votes of class of membership which members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date.

9.02. Amendment. These Articles of Incorporation may be amended upon the affirmative vote or approval and consent of members having ownership of not less than two-thirds (2/3rds) of all the votes entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all owners at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such a meeting to amend shall be as follows: At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 6.03, at which a quorum shall be fifty one (51) percent of all votes eligible to vote which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Division of Corporations of the State of Utah of appropriate articles of amendment executed by the President or Vice-President of the Association. In said instrument, the Association shall certify that the vote or consent required by this Article VI has occurred.

9.03. Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership votes outstanding. The following additional provisions shall govern any application of this Section 6.04:

- a. Any change in ownership of a lot, which occurs after consent has been obtained from the member having an interest therein, shall not be considered or taken into account for any purpose related to the transaction; and
- b. Unless the written consents of all members having a title interest in the same unit are secured, the consent of none of such members shall be effective.

9.04. Bylaws and Resolutions. The Board of Trustees may adopt, amend, and repeal Bylaws or resolutions for regulation and management of the affairs of the Association not

inconsistent with these Articles, the Covenant, Conditions and Restrictions applicable to the lots, or law. The Bylaws of the Association may include provisions for the levy of annual financial assessments to each member for the purposes provided herein and for the maintenance, administration and enforcement of the Declaration of Covenants, Conditions and Restriction which has been recorded with the Grand County Recorder regarding the Rim Village Vistas subdivisions, Phase I and/or applicable to said lots.

9.05. Interpretation. The Captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration of Covenants, Conditions and Restrictions for the Rim Village Vista Subdivision filed of Record with the County Recorder of Grand County, Utah as entry #466437 at Book 0641, page 148 on March 4, 2005, and the Notice Re: Rim Village Vistas Subdivision Lots 1-18, recorded April 16, 2007 as entry #477248, Book 694, pp. 148-154, and should be read and construed in light thereof so as to effect all of the purposes of both instruments. To the extent the provisions of the Association Act and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

DATED this 17 day of March, 2008.

  
Charles C. Henderson, Incorporator

The undersigned acknowledges his appointment  
as Registered Agent:

  
Charles C. Henderson, Registered Agent

## NOTICE

To: The Owners of Lots in the Rim Village Vista Subdivision  
From: Rim Village III, LLC, Charles C. Henderson, Developer  
Date: 6-27 \_\_\_\_, 2008  
Re: Change in Covenants, Conditions and Restrictions ("CC&R")

Dear Owners,

It has come to my attention there is a discrepancy between the front set back rules set forth on the Official Plat ("Plat") and the CC&Rs. The Plat provides for a ten (10) feet set back. The CC&Rs provide the front set back to be twenty-five (25) feet.


Since there are homes constructed using both set backs, as the developer, I have prepared an amendment to paragraph 20 of the CC&Rs to change the set back rule to conform to the ten (10) foot minimum requirement set forth in the Plat. By doing so, the official set back will be ten (10) feet thereby eliminating any existing violations.

For your review, along with this Notice, I have attached a copy of the current CC&Rs, together with the amendment that will be filed in the Grand County Recorder Office.

As you are aware, because the Home Owner's Association has not taken control of the enforcement and maintenance of the CC&Rs, under the provisions of paragraph 33 of the CC&Rs, as the Developer, I am authorized to amend the CC&Rs. My sole and only purpose in recording this amendment is to eliminate confusion and clarify and correct the inconsistency between the CC&Rs and the Plat. If you have any questions, feel free to talk to me about the amendment.

I will be filing the amendment within the next week.

Developer: Rim Village III, LLC,

By:   
Charles C. Henderson, Member Manager



WHEN RECORDED MAIL TO:  
Rim Village III, L.L.C.  
3071 So. Hwy. 191  
Moab, UT 84532

**FIRST AMENDMENT TO DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIM VILLAGE VISTAS  
SUBDIVISION LOTS 1-18**

This First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of the Rim Village Vistas Subdivision Lots 1-18 is made and executed as of the date of the signature below by its Developer, RIM VILLAGE III, LLC, a Utah limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, is the Developer of the following described property ("Property") located in Grand County, Utah;

**Rim Village Vistas Subdivision Lots 1-18,  
according to the official plat thereof recorded in  
the Office of the Grand County Recorder.**

WHEREAS, By Notice dated January 4, 2007, Rim Village III, L.L.C., as owner, caused to be recorded and filed in the office of the Grand County Recorder Office as Entry 477248 Book 694 and Page 148-154 that certain Declaration of Protective Covenants, Conditions and Restrictions ("Declaration") that apply to the Property.

WHEREAS, Provisions of the Declaration may be amended with approval of Grand County, as may be required, pursuant to paragraph 25 of the Declaration which provides that any changes in the covenants related to maintenance or operations requires written consent of Grand County. The written approval of Grand County is not required because the amendments set forth hereafter do not relate to maintenance or operations of the Property.

WHEREAS, Provisions of the Declaration may also be amended by the Declarant, pursuant to the provisions of paragraph 33 of the Declaration, which provide that the Declarant, as Developer has reserved the right to amend so long as the Developer "...is in control of enforcing and maintaining the Covenants herein."

WHEREAS, the Declarant desires to amend the Declaration solely for the purpose of conforming the Declaration to the provisions set forth on the official Plat of the Rim Village Vistas Subdivision Lots 1-18 recorded in the office of the Grand County Recorder.

NOW, THEREFORE, for the purposes expressed herein, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as the same are modified as set forth hereafter and as further set forth in the official plat for the Property, and accordingly, the Declaration is modified as follows:

The provisions of paragraph 20 entitled "BUILDING ENVELOPES" are amended, modified and replaced as follows:

"20. BUILDING ENVELOPES

Minimum set backs are ten (10) feet in front, ten (10) feet on sides, and ten (10) feet to the rear."

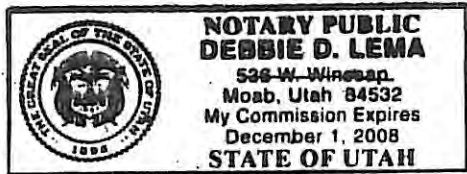
EXECUTED by Declarant and Developer on the 27 day of June, 2008.

RIM VILLAGE III, LLC, a Utah limited liability company

By: [Signature]  
Charles C. Henderson, Member Manager

STATE OF UTAH        )  
                                  ).ss.  
COUNTY OF GRAND )

On this 27 day of June, 2008, personally appeared before me Charles C. Henderson, who being by me duly sworn, did say that he is a Member Manager of RIM VILLAGE III, LLC, a Utah limited liability company, which is the Developer of the Property, and that the foregoing Declaration was signed on behalf of said limited liability company by authority of a resolution of its owners, and he duly acknowledged to me that said company has authorized the execution of the same.



Notary Public Debbie D Lema

Residing at: 3086 Sp Valley Dr Ct Moab UT 84532

My Commission Expires: 12/1/08

WHEN RECORDED MAIL TO:  
Rim Village III, L.L.C.  
3071 So. Hwy, 191  
Moab, UT 84532

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
RIM VILLAGE VISTAS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of RIM VILLAGE VISTAS is made and executed as of the date of signature below by RIM VILLAGE III, L.L.C. (hereinafter referred to as Declarant).

Recitals

WHEREAS, Declarant, is the Developer of the following described property ("Property") located in Grand County, Utah:

See Legal Description attached hereto as Exhibit "A," and incorporated herein by this reference.

WHEREAS, On March 4, 2005, Declarant as Owner and Developer caused to be recorded and filed in the office of the Grand County Recorder's Office as Entry number 466437 Book 0641 Page 148171 that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") that applies to the Property.

WHEREAS, Pursuant to the authority granted to Declarant under Article XIII Section 9 of the Declaration, Declarant is vested with the right to unilaterally amend the Declaration as may be reasonably necessary or desirable (a) to more accurately express the intent of any provision, (b) to better insure workability of the arrangement, or (c) to facilitate the practical, technical, administrative, or functional annexation of any undeveloped land to the Property.

WHEREAS, In furtherance of the stated objectives relating to amending the Declaration, the Declarant is unilaterally executing this Second Amendment and desires to amend certain provisions to more accurately express the intent of the provisions, to better insure the workability of the arrangement and facilitate the potential annexation of additional land to the Property.

NOW, THEREFORE, for the purposes expressed herein, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as modified as set forth hereafter by this instrument, and as further set forth in the plat for the Property, and accordingly the Declaration is modified as follows:

1. The provisions of paragraph 5, Article II DEFINITIONS, is amended by adding to the definition of "Living Unit or Unit" a new sentence at the end of the definition as follows:

"For assessment purposes, a Unit shall become subject to assessments including, but not limited to, annual, special and reimbursement assessments, at such time as a Unit is granted a Certificate of Occupancy.

2. The provisions of paragraph 1, Article VI. ASSESSMENTS is amended to add the following clarification to the second sentence of the paragraph:

"Subject to the definition of when a Unit shall become subject to assessments set forth in paragraph 5 Article II DEFINITIONS above, each Owner shall, by acquiring or in any way becoming vested with his interest in a Unit, be deemed to covenant and agree to pay to the Association the special and reimbursement assessments, annual and special assessments and his pro rata share of all taxes levied on the assets owned by the Association, together with late payment fees, interest and costs of collection, if and when applicable."

3. The provisions of Article VI. ASSESSMENTS is amended to add an additional paragraph 9, as follows:

"9. Pro Rata Allocation of Insurance for Buildings under Construction. At such time as a building under construction containing residential Units is required to be added to one or more of the insurance policies on the common property owned by the Association, as set forth in Article X. hereafter, the Developer shall be responsible to pay a pro rata portion of the increase in insurance attributable to the building based on the number of unsold Units in the building for which the Developer has title."

Except as modified herein, all of the provisions of the Declaration shall remain in full force and effect.

EXECUTED by Declarant and Developer on the 8<sup>th</sup> day of August, 2008.

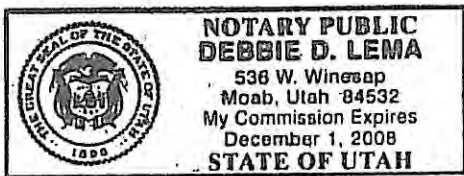
Rim Village III, L.L.C., a Utah  
limited liability company


By: 

Charles C. Henderson, Member Manager of  
Henderson Builders, LLC, a Utah limited liability company,  
A member of Rim Village III, L.L.C.

STATE OF UTAH            )  
  ).SS  
COUNTY OF GRAND        )

On this 8<sup>th</sup> day of August, 2008, personally appeared before me Charles C. Henderson, who being by me duly sworn, did say that he is a Member/manager of Henderson Builders, L.L.C. which is a member of Rim Village III, L.L.C. and that the foregoing Amendment to Declaration was signed on behalf of said limited liability company by authority of a resolution of its owners, and he duly acknowledged to me that said company has authorized the execution of the same.



  
Notary Public

My Commission Expires: 12/1/08

Residing at: 3680 Spanish Valley Dr #2  
Moab UT 84532

Ent 482967 Bk 714 Pg 479 -  
Date: 30-NOV-2007 10:53AM 481  
Fee: \$66.00 Charge  
Filed By: JAC  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: SOUTH EASTERN UTAH TITLE COMPAN  
Y

AMENDMENT AND ADDITION TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIM VILLAGE VISTAS HOMEOWNER'S ASSOCIATION

RIM VILLAGE VISTAS  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This document is given to **CORRECT AND AMEND** the Declaration of Covenants, Conditions and Restrictions Recorded March 4, 2005 in Book 641 at Page 148, Entry No. 466437 of the Grand County Recorders Office, specifically to:

Amend page 3, Section No. II, item No. 2. To add the following information that was inadvertently left off, to read as follows:

“executed and acknowledged by the developer on March 2, 2005, prepared and certified by Herby L. Blair (a duly registered Utah Land Surveyor, holding registration No. 340290, consisting of one sheet and filed for record on the office of the county recorder of Grand County, Utah on March 4, 2005 in Book 641 at Pages 146-147, Entry No. 466436,”

And specifically to amend page 12, Section No. VII, item No. 2. To amend following: whereas the words “Unit No.” is here by amended to read “Lot No.”,

Declarant is the owner of certain real property (the "Properties") in Moab, Grand County, Utah, which is more particularly described as **Rim Village Vistas Subdivision, Phases 1 and 2**, affected by the original Declaration of Covenants, Conditions and Restrictions of Rim Village Vistas Homeowner's Association, Recorded March 4, 2005 in Book 641 at Page 148, Entry No. 466437 and the Bylaws of the Rim Village Homeowner's Association, Inc., Recorded March 4, 2005 in Book 641 at Page 172, Entry No. 466438, and a Notice Recorded April 16, 2007 in Book 694 at Page 146, Entry No. 477247, a Notice Recorded April 16, 2007 in Book 694 at Page 148, Entry No. 477248 and a Notice Recorded June 28, 2007 in Book 700 at Page 507, Entry No. 478510,


Declarant has/will convey the Properties subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

It is the desire and intention of Declarant **to ADD** Rim Village Vistas Subdivision, Phase 3, according to the official plat thereof, recorded March 16, 2007 in Book 691 at Pages 279-280, Entry No. 476615 and sell and convey the same to various aforementioned Declaration of Covenants, Conditions and Restrictions and Bylaws of the Rim Village Homeowner's Association, Inc. and Notices and to Annex said **Rim Village Vistas Subdivision, Phase 3**, described as follows:

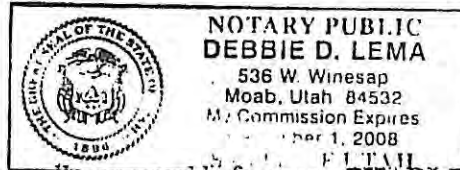
SEE ATTACHED EXHIBIT "A"

Witness the hand of said grantor, this 30 day of November 2007.

RIM VILLAGE III, LLC

  
BY: CHARLES C. HENDERSON FOR HENDERSON BUILDERS, L.L.C., MANAGER/MEMBER

STATE OF UTAH {  
 } SS.  
COUNTY OF GRAND {



On the 30 day of November 2007, personally appeared before me **CHARLES C. HENDERSON FOR HENDERSON BUILDERS, L.L.C., MANAGER/MEMBER** of RIM VILLAGE III, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

  
Notary Public

**SECOND AMENDMENT  
to the  
DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**SINGLE FAMILY LOTS 1 – 18, RIM VILLAGE VISTAS SUBDIVISION, PHASE 1**

The Members of the Rim Village Vistas Subdivision Single Family Lots Homeowners Association (the "Association"), upon an affirmative vote of two-thirds (2/3) of the Members in the Association at its Annual Meeting on June 11, 2015, and with written consent by Grand County, hereby amends the Declaration for Protection Covenants, Conditions, and Restrictions for the following real property located in Grand County, Utah:

**Lots 1-18, Rim Village Vistas Subdivision, Phase 1, according to the official plat thereof recorded in the real property records of Grand County, Utah**

which Declaration was recorded on April 16, 2007 at Entry No. 477248 ("Declaration"), as amended on July 7, 2008 at Entry No. 486891 ("First Amendment"), as follows:

1. **Section 3** of the Declaration shall be amended in its entirety to read as follows:

3. ARCHITECTURAL CONTROL

Every residential dwelling shall harmonize with the existing Improvements in the Subdivision as well as the surrounding desert landscape, in design and color. Each residential dwelling shall have a ground level floor area of not less than one thousand three hundred fifty (1350) square feet, excluding entryways, porches, garages, patios, overhangs, and basements, which are otherwise permissible subject to Section 4. All garages must be enclosed; open carports are not permissible. All dwellings and accessory structures are restricted to a maximum height above finished grade of twenty-eight (28) feet.

Each residential dwelling shall integrate an exterior entryway into its design. The siding of each house must integrate rock or brick in its design, together with stucco and/or natural wood. Vinyl, aluminum, hardboard or other concrete siding, and manufactured wood products are not allowed. All foundations shall be finished with stucco or rock and shall have no concrete block or framing showing.

The minimum roof pitch of each house shall be 5/12; provided, however, that southwest flat roofs are permissible and not subject to the minimum roof pitch. Roof materials on pitched roofs must be of Spanish Tile design and type only; metal and shingled roofs are not allowed. All siding and roofing material must be earth tone colors.



All roof mounted cooling and heating units, as well as any drain or air vents that are feasible to do so, will be placed on the backside of buildings away from the front of the Lot, and shall not be visible from the front of any Lot. Ground-placed cooling and heating units shall be located out of sight from the front of the Lots or screened with materials that match the residential dwelling. Basement wall waterproofing and window well elevation shall be per Grand County Land Use Code and Grand County Construction Standards.

2. **Section 4** of the Declaration shall be amended in its entirety to read as follows:

4. ARCHITECTURAL CONTROL COMMITTEE

The RVVSSFLHOA shall maintain an Architectural Control Committee (“ACC”) to ensure compliance with this Declaration, comprised of three (3) individuals, who need not be Members of RVVSSFLHOA. The Member may elect the ACC; provided, however, that the Developer shall serve as one of the Members of the ACC so long as Developer owns a lot in the Subdivision.

Prior to construction of any Improvement, each Owner shall submit a set of construction and site development plans and specifications, together with a complete list of all exterior materials and colors to be used, to the ACC. The ACC may request any additional information, plans, and specifications it deems necessary to evaluate the proposal. In the event the ACC fails to take action, or request additional documentation, within thirty (30) days after its receipt of a complete set of construction and site development plans and specifications, which must include a complete list of all exterior materials and colors, then the submitted plans shall be deemed approved.

The ACC may adopt any additional Architectural Guidelines, including a development fee schedule, it deems necessary to carry out its functions pursuant to this Declaration and the Utah Community Association Act; provided, however, that it provides ten (10) days’ advance notice to the Members prior to consummation of the proposed Guidelines or Fee Schedule.

As used in this Declaration, Improvement shall mean all vegetation and rock work, landscaping, fencing, accessory structures as defined by Grand County Land Use code, residences, garages, patios and decks, or other structures.

3. **Section 6** of the Declaration shall be amended in its entirety to read as follows:

6. FENCING RESTRICTIONS

Backyard fences are restricted to six (6) feet or less in height, excluding corner or supporting end-caps, but including lattice or other decorative fencing. Wrought iron, stucco, rock, colored block, and brick are allowable. Chain link, vinyl, and wood fences not permissible. Fences must allow water to pass through as directed by Grand County Land Use Code. There shall be no Front yard fences of any type on any Lot. However, walls used as part of a courtyard and in the Southwestern, Santa Fe, or Spanish Pueblo style may be acceptable subject to approval of the Architectural Control Committee.

4. New **Section 36** shall be added to the Declaration, which shall read in its entirety:

36. UTAH COMMUNITY ASSOCIATION ACT.

The Utah Community Association Act, where it does not conflict with the terms of this existing Declaration and its First Amendment, hereby applies to the Subdivision and its development and enforcement of the provisions herein.

5. Except as specifically modified and amended herein, the terms, conditions, and definitions contained in the original Declaration shall remain in full force and effect. Except as expressly provided herein, this First Amendment shall not alter or affect any covenant, condition, or restriction contained in the original Declaration.

**CERTIFICATION**

The foregoing Second Amendment to Declaration for Protection Covenants, Conditions, and Restrictions for the Rim Village Vistas Subdivision Single Family Lots 1-18 only is hereby adopted by an affirmative vote of at least two-thirds (2/3) of the Members of the Association.

ATTEST:



David Bierschied, President,  
Board of Directors

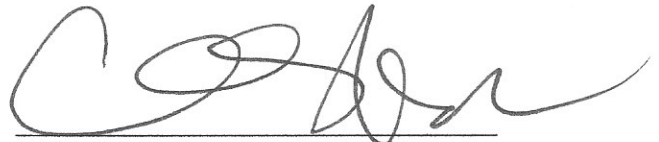


Chuck Henderson, Secretary  
Board of Directors

STATE OF UTAH            )  
  ) ss.  
COUNTY OF GRAND        )

The foregoing Second Amendment was acknowledged before me on this 29<sup>th</sup> day of June 2015 by David Bierschied as President, and Chuck Henderson as Secretary, of the Rim Village Vistas Subdivision Single Family Lots Homeowners Association, Inc.

Witness my hand and seal.



Christina R. Sloan, Notary Public

