

10599237

01/15/2009 03:04 PM \$143.00

Book - 9674 Pg - 7667-7702

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

PALLETTE YATES

1214 PAYDON LN

RIVERTON UT 84065

BY: ULR, DEPUTY - WI 36 P.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENT
FOR

THE VISTAS AT RIVERBEND A NON PROFIT CORPORATION
OF THE STATE OF UTAH (revised 093008)

THIS DECLARATION is made by The Vistas at Riverbend Homeowners Association, the Declarant as follows:

RECITALS

WHEREAS, "The Vistas at Riverbend, Home Owners Association" (the Declarant) is a nonprofit corporation of the State of Utah, and the owners of common property in a planned gated community, as recorded in the official records of the office of the County Recorder of Salt Lake County, State of Utah as Entry on Parcel #27-35-102-116-0000 (see attachment A); and

WHEREAS, The Association is desirous of subjecting all of the common property and each and every lot and its owner or tenants in the community to all of the covenants, conditions, restrictions, reservation of easements, liens and charges hereinafter provided for and are for the benefit of the owners and shall pass with the property and bind the successors in interest and any owner thereof; and

WHEREAS, the Association has deemed it desirable, for efficient preservation of the values and amenities in the property pursuant to the provisions of this Declaration, to create a corporation under Utah Non-Profit Corporation Act (Refer to Article 1 Section 3) to which should be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and alleys, and certain other improvements in the property and administering and enforcing these Covenants, Conditions, and Restrictions, and collecting and disbursing the assessments and charges hereafter. This Declaration supersedes all prior declarations and any amendments thereto; and

WHEREAS, the Association has caused such corporation, the members of which are or shall be respective Owners of the lots in the Vistas at Riverbend community pursuant to this Declaration, to be formed for the purpose of the betterment of the community to manage and exercise the functions aforesaid; and

WHEREAS, the Association hereby declares that all of the property shall be held, conveyed, encumbered, hypothecated, leased, sold, occupied or improved subject to the following Covenants, Conditions, Restrictions, easements, and equitable servitudes, all of

which are for the purpose of uniformly enhancing and protecting the value, attractiveness, and desirability of the property.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meaning hereinafter specified:

Section 1. "**Architectural Committee**" Shall mean the committee created pursuant to Article VII hereof.

Section 2. "**Articles**" shall mean the Articles of Incorporation of the Association, which have been or forthwith shall be filed in the Division of Corporations of the Department of Commerce of the State of Utah; as such articles may be amended from time to time.

Section 3. "**Association**" shall mean the Vistas at Riverbend Homeowners' Association, a corporation formed under the Utah Non-Profit Corporation and Co-operative Association Act, its successors and assigns.

Section 4. "**Board of Trustees**" shall mean the Governing Board of Trustees of the Association, the five (5) members of which shall be elected in accordance with the By-Laws of the Association. The term "Members of the Governing Board of Trustees" shall be synonymous with the term "Trustees" as used in the Utah Non-Profit Corporation and Co-operative Association Act.

Section 5. "**By-Laws**" shall mean the By-laws of the Association, which have been or shall be adopted by the Board of Trustees; as such, By-laws may be amended from time to time.

Section 6. "**Capital Improvements Assessment**" shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association for the installation or construction of any improvements which the Association may from time to time authorize on any portion of the Common Area or on any portion of the Lots or improvements thereon which the Association has the responsibility to maintain.

Section 7. "**Common Area**" shall mean all the real property and improvements, including, without limitation, any recreation facilities, landscaped areas, private roadways and walkways, private alleys, visitor parking, and drainage systems which are owned by the Association for the common use and enjoyment of all the Owners.

Section 8. "Common Expenses" shall mean the actual and/or estimated cost of maintenance, operation, repair and replacement of the Common Areas; management cost including any special assessments including those costs not paid by the Owner responsible for payment; cost of management and administration of the Association including, but not limited to, attorneys or other employees and consultants; the cost of all utilities, landscaping, and other services benefiting the common Area and all recreation facilities thereon; the cost of fire casualty and liability insurance covering the common property, and the cost of bonding of the Trustees of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the common property or portion thereof; and the cost of any other item or items designed by or incurred by the Association for any reason whatsoever in connection with the Property for the benefit of all the Owners.

Section 9. "Current Assessment" shall mean the charge against each Owner and his lot, representing a portion of the total cost to the Association for maintaining, improving, repairing, replacing, managing, and operating the property, which charge is to be paid uniformly and equally by each Owner to the Association, as provided herein.

Section 10. "Declarant" shall mean and refer to the Vistas at Riverbend Homeowners' Association.

Section 11. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 12. "Differential Assessments" shall mean a charge against certain Owners and their Lots to reflect the fact that the said Lots and improvements therein are substantially larger than the typical Lots and improvements and consequently require a disproportionate expenditure for the expenses attributable thereto and to Lot Owners who utilize the recreational vehicle parking.

Section 13. "Dwelling Unit" is to mean a Building: (1) which is located on a privately owned lot, (2) which is attached or not attached to another building, (3) which is used as a dwelling for a single family, and (4) which has a private yard on at least three sides with the following minimums: front yard - 10 feet; rear yard - 5 feet; side yards - 4 feet; minimum distance between houses 8 feet.

Section 14. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, and any alteration or additions thereto, including but not limited to buildings, out building, walkways, sprinkler pipes, garages, roads, driveways, parking areas,

fences, screening walls, retaining walls, protective screens and awnings required by governmental entities, stairs, decks, landscaping, hedges, windbreaks, planting trees and shrubs, poles or signs.

Section 15. "Lot" shall mean and refer to any residential Lot or parcel of land shown upon any recorded subdivision plat of the property, with the exception of the Common Area.

Section 16. "Maintenance Funds" shall mean the accounts created for receipts and disbursements of the Association, pursuant to Article VI hereof.

Section 17. "Manager" shall mean the person, firm, corporation or its agents retained or employed by the Association hereunder and delegated certain duties, powers, and functions by the Association.

Section 18. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 19. "Non-Resident Owner" shall mean and refers to the person or persons or other legal entity or entities holding title in fee simple or other interest of title of record for any Lot which is part of the Property as shown on the plat map and who does not reside in said Property.

Section 20. "Notice of Hearing" shall mean written notice of a hearing before a quorum of the Board of Trustees, at which the Owner concerned shall have an opportunity to be heard in person and/or by counsel at the Owner's expense.

Section 21. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot which is a part of the Property as shown on the plat map.

Section 22. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 23. "Property" shall mean and refer to all of the real property described in the aforesaid plat map including perpetual easements, together with such portion of the real property.

Section 24. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the improvements on the Common Areas pursuant to the provisions

of the Declaration.

Section 25. "Record, Recorded, Filed, and Recordation" shall mean, with respect to any document, the recordation of such document in the Office of the Salt Lake County Recorder, State of Utah.

Section 26. "Rental" shall mean any dwelling unit that is wholly or in part occupied by a non-owner other than Homeowners' family members.

Section 27. "Renter/Lessee" shall mean somebody who rents property.

Section 28. "RV Parking Area" shall mean the common area owned by the Association to facilitate parking for members' Recreational Vehicles.

Section 29. "Single Family" shall mean (1) a natural person, (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) two persons not so related. Wherever a caretaker is required said individual shall be considered part of the Single Family.

Section 30. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of the Declaration, plus interest thereon as provided for in this Declaration. All fines for violations of Rules and Regulations shall be deemed a Special Assessment.

Section 31. "Transfer Assessment" shall mean a charge against a particular new Owner and his Lot, to cover the expense to the Association of effectuating a transfer of membership upon the books of the Association, in an amount as set forth in Article III, Section 2 of this Declaration.

ARTICLE II OWNERS' PROPERTY RIGHTS

Section 1. "Owners' Easements of Enjoyment" Each Owner shall have a right and easement of ingress and egress and of enjoyment in, to, and over the Common Area which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Owners using the Common Area Facilities and the frequency thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restriction within the Common Area as set forth in Article II, Section III.

(c) The right of the Association to charge uniform and reasonable fees for the use of the recreational facilities, i.e. clubhouse situated upon a portion of the Common area.

(d) Except for the right of ingress and egress to an Owner's lot, the Association shall have the right to suspend the voting rights and right to use the Common area facilities by an Owner for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published Rules and Regulations of the Association, provided that any suspension of such voting right or the right to use the Common Area and Common Area facilities shall be made only by the Board of Trustees after Notice of Hearing and an opportunity for a hearing before a quorum of the Board of Trustees.

(e) Subject to the provisions of Article V(h) of this Declaration, the right of the Association to dedicate, release, alienate, or transfer all or any part of the Common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless pursuant to an instrument signed by two-third (2/3) of the members of the Association.

(f) The right of the Association by action of the Board of Trustees may reconstruct, replace, or refinish any improvement or portion thereof upon the Common Areas, in accordance with the original design, finish or standard of construction. General improvements within the Property not in accordance with such original design finish or standard of construction may be made only with the vote or written consent of two-thirds (2/3) of the members of the Association.

(g) The Association shall have the right by action of the Board of Trustees to replace destroyed trees, shrubs, and ground cover upon any portion of the Property to meet minimum community standards. Cost of such replacement shall be the responsibility of the Lot Owner whose trees, shrubs, and/or ground cover have been replaced.

(h) The Association by action of the Board of Trustees shall have the right to assign to members of the Association parking space in the RV parking area, which is part of the common area, for parking of personal recreational vehicles. The amount of the

differential assessment shall be determined by the Board of Trustees and all funds collected shall be deposited in the operating fund.

Section 2. "Assignment of Use" Any Owner may assign, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchaser who resides in said Dwelling Unit, subject to regulation by the Board of Trustees.

Section 3. "Easements for Parking" Temporary short-term parking shall be permitted within the Common area at the Clubhouse, the guest parking spaces located on Brenda Lee Lane, and along all streets. Overnight, guest parking will not be allowed in these common areas, and, therefore, will be confined to the garage or driveway of the lot Owner. Overnight parking is not allowed on any street. An exception can be made for loading or unloading of motor homes and recreational vehicles as given in the Rules and Regulations. The Association, through its Board of Trustees and agent, is hereby empowered to enforce such parking limitations by all means lawful for such enforcement including the removal of any vehicle in violation of this section at the Owner's expense. Motor vehicles will not at any time be parked within five (5) feet of any fire hydrant.

Section 4. "Easements for Vehicular Traffic" In addition to the general easements or use of the Common Area reserved herein for guest parking, each Owner shall have a nonexclusive easement appurtenant for vehicular traffic over all private roads within the Property subject to the parking provisions set forth in Article II, Section 3.

Section 5. "Easements for City and County Public Service Use Etc." In addition to the foregoing easements over and across the property, the Owners herein of property grant easements for City, County and Federal public services, including, but not limited to the right of the police to enter upon any part of the Common Area for the purpose of enforcing the law.

Section 6. "Waiver of Use" No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him from the liens and charges thereof, by waiver of the use and enjoyment of the Common area and the facilities thereon, or by abandonment of his Lot or any other property in the Property.

Section 7. "Taxes" Every Owner of a lot or lots within the property shall take such action as may be reasonably necessary to obtain a separate real estate tax assessment of said lot or lots and pay all taxes and/or assessments. Taxes on all Common areas, if any, will be paid by the Association as part of its operating expense.

ARTICLE III
MEMBERSHIP IN THE ASSOCIATION

Section 1. "**Membership**" Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to and may not be separated from the fee simple title of such Lot. Ownership of such Lot shall be the sole qualification for Membership in the Association.

Section 2. "**Transfer**" The Association Membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A member who has sold his lot to a contract purchaser under an agreement to purchase such Membership, shall be entitled to assign to such contract purchaser his right of enjoyment of the Common area and facilities as provided in Article II, Section 2 and such member's voting proxy rights in the Association, but as between the Association and such Member, the member may not delegate his Membership obligations. Such assignment and/or proxy shall be in writing and shall be delivered to the Board of Trustees before such contract purchaser may use the Common areas and facilities or vote, as the case may be. The contract seller shall remain liable for all charges and assessments attributable in his Lot until fee simple title to the Lot sold is conveyed. In the event the Owner of any Lot shall fail or refuse to transfer the Membership registered in his name to the purchaser of such Lot upon transfer of fee simple title thereto, the Board of Trustees shall have the right to record the transfer upon the books of the Association. Upon any transfer, pledge, or alienation of a Lot, the Board of Trustees shall have the right to charge a Transfer Assessment against any new Owner, and his Lot equal in amount to two (2) times the current monthly Common assessment.

Article IV
VOTING RIGHTS

Section 1. "**Voting Membership**" Every Dwelling Unit is entitled to one vote on any issue.

Article V
DUTIES AND POWERS OF THE ASSOCIATION

The Association, acting through The Board of Trustees shall have the power and duty to:

- (a) Maintain, repair, and otherwise manage the Common Area and all facilities and improvements; and replace those elements of the Common area that must be replaced on a periodic basis, including but not limited to the improvements and landscaping thereon.
- (b) Maintain and repair all parking spaces in the Common areas; all public roads/streets which are not maintained by any governmental entity including snow removal.
- (c) Maintain all sidewalks and pathways located upon the Common Area including cleaning, snow removal, and periodic repairs. Maintain all green space, landscape, including replacement of trees and shrubs located on easements and in Common areas.
- (d) Provide snow removal for driveways and sidewalks on all Lots up to the front entrance of the homes located on the Lots when the snow is two inches or more.
- (e) Maintain and repair all fences within the Common Area.
- (f) Maintain and repair, including replacement, of all original landscaping installed by the developer. Owners of lots may plant and/or replace trees and shrubs on their lots in accordance with all other provisions of this Declaration.
- (g) Any maintenance and/or repair costs that result from damage caused by the owner, owner's family, owner's guests, and/or owner's contractors shall be paid by the owner.
- (h) Grant easements, rights of way, where necessary over Common areas for utilities.
- (i) Employ or contract with a manager or management company to perform all or any part of the duties and responsibilities of the Association. Any such agreement shall be for a term not in excess of three (3) years and subject to cancellation by either party without cause or payment of a termination fee, upon thirty (30) days written notice.
- (j) Enter upon any Lot, after thirty (30) days from written notice, without being liable to any Owner, for the purpose of enforcing by peaceful means, the provisions of this Declaration, or for the purpose of maintaining or repairing any such area as required by this Declaration.

(k) To establish at least two (2) separate accounts: an Operating Fund into which shall be deposited all monies paid to the Association; and a Reserve Fund, to hold, in reserve, funds for major expenditures. The Board of Trustees shall yearly prepare and submit a budget for major expenditures. The Board of Trustees shall yearly prepare and submit a budget at an annual meeting of the members for their approval at least thirty (30) days before year end. Once a quorum is met, a majority of the owners present, in person or by proxy are required to approve the annual budget sufficient to cover operating expenses and fund an adequate reserve fund. Said budget shall define and fix the annual operating assessments. If said assessment is different than the current assessment, the Board of Trustees must notify all members by mail of the new assessment amount. The Board of Trustees may increase the approved operating assessment by fifteen percent (15%) in any one year if needed to cover operating expenditures without a member vote of approval.

(l) Obtain policies of liability insurance, the minimum amount being \$1,000,000, and property damage insurance on common areas of the property as needed for full replacement cost. Policies of insurance shall be placed with companies having a general policy holder's rating of at least A, and meet all Utah State standards and licensing requirements. Property owners shall provide liability and property damage insurance for their own Lot and buildings.

(m) Exercise any and all additional powers required to accomplish the duties and functions provided for in this Declaration.

ARTICLE VI COVENANT TO PAY ASSESSMENTS

Section 1. . "Payment of Assessments" Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, (4) Reconstruction Assessments, and (5) Transfer Assessments. Amounts of said assessments to be established and collected as directed by The Board of Trustees. Any installment of an Assessment not paid within thirty (30) days after due date shall be charged a reasonable late fee at the sole discretion of The Board of Trustees in addition to interest at the rate of eighteen percent (18%) as well as reasonable attorney fees for the collection thereof, and shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessments are made until paid.

Section 2. "Notice of Assessment Action" Notice of legal action to collect delinquent assessments and legal fees shall be given to the homeowner in writing by certified mail

thirty (30) days before any legal action is taken. Each such assessment, together with interest, cost, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent assessment shall pass to the successors in interest of such Owner. As deemed necessary by The Board of Trustees, any and all legal means including foreclosure and sale of property may be taken to collect delinquent assessment and incurred cost.

Section 3. "**Foreclosure**" Any Such sale may be conducted by The Board of Trustees, its attorneys, or other persons authorized by the Board of Trustees in accordance with the provisions of the laws of the State of Utah.

Section 4. "**Curing of Default**" Upon the timely curing of any default with respect to which a Notice of Assessment was filed by the Association, the officers thereof shall record an appropriate release of lien. A fee, to be determined by the Association, but not to exceed an amount equal to the last monthly common assessment, will be charged to cover the cost of preparing and recording such release.

Section 5. "**Cumulative Remedies**" The assessment liens and the right to foreclosure and sale there under, shall be in addition to and not in substitution for, all other rights and remedies which the Association may have hereunder and by law.

Section 6. "**Purpose of Common Assessments**" The Assessments levied by the Association shall be used to promote the common benefit, health, safety, welfare, and recreation of the Owners and for the improvement and maintenance of the Common area as provided herein. Each annual Common Assessment shall constitute an aggregate of separate assessments as established by The Board of Trustees. If the estimated sums prove to be inadequate for any reason, including nonpayment of any Owner's annual Common Assessment, the Board of Trustees may, at any time, levy supplemental Common Assessments subject to the provisions of this Article.

Assessments deposited to the Operating Fund, which would be reasonably expected to occur on an annual or more frequent basis, shall include funds for replacement and maintenance of landscaping, sprinkler systems, Common Areas, and for the ongoing operations.

The Reserve Fund shall be funded from the Operating Fund on a regular basis. An adequate and reasonable fund for replacement and repairs would reasonably be expected to occur less frequently than on an annual basis. Use of the Reserve Fund, must be recommended by The Board of Trustees and approved by a fifty-one percent (51%) vote of

the members. Repair an/or maintenance of homes both inside and out, including driveways and other concrete work, shall be the responsibility of the Homeowner of each Lot and shall not be a function of the Reserve Fund. The Board of Trustees shall not co-mingle any funds deposited into any of the separate accounts. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Property.

Section 7. "Damage to Common Area by Owners" Any maintenance, repairs, or replacements completed by the Association arising out of or caused by a willful, accidental, or negligent act of the Owner, his family, guests, invitees or leases, shall be done at said Owner's expense, or a Special Assessment shall be made against his Lot.

Section 8. "Capital Improvement and Reconstruction Assessments" In addition to any Common Assessments, The Board of Trustees may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Property, including fixtures and personal property related thereto, provided that the total of any such assessment which is in excess of ten thousand Dollars (\$10,000) shall require the vote or written assent of fifty-one percent (51%) of all Members

Section 9. "Notice for Any Action Requiring Membership Vote" Written notice of any meeting called for the purpose of taking any action by the Members shall be sent to all Members not less than ten (10) days in advance of the meeting. Action on any assessment proposed by The Board of Trustees shall require a vote of approval of fifty-one percent (51%) of all Members.

Section 10. "Equal Rate of Assessment." Common Assessments, Capital Improvement Assessments, and Reconstruction Assessments provided for in this Article, must be fixed at an equal rate for all Lots. The Association may levy Differential Assessments to Lots that are substantially larger than the typical lots, and to Lot Owners who utilize the recreational vehicle parking. Said assessment shall not be more than forty percent (40%) more than the Common Assessments on all other Lots.

Section 11. "Date of Commencement of Common Assessments" All assessments as approved by The Board of Trustees and provided for herein shall be paid in regular installments after the assessment is made. Operations Assessments shall be paid monthly, but does not preclude prepayment. A late payment charge, as established by The Board of Trustees, will be levied for any late payment. The Association shall, upon demand,

and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments of a specified Lot have been paid. A properly executed certificate of the Association, as to the status of assessment against a Lot, shall be binding upon the Association as of the date of its issuance.

Section 12. "Financial Disclosure" An annual balance sheet and operating statement shall be prepared at the request of The Board of Trustees and shall reflect income and expenditures of the Association both for the operating accounts and the reserve accounts. This statement shall be available at the first annual meeting after the year end. Financial Statements shall be available at each month end and can be obtained upon request by members. Other interested parties may request copies of financial statements for a reasonable charge. Such requests must be approved by the Board of Trustees.

At the end of any financial year, The Board of Trustees will determine whether all excess funds remaining in the operating fund will be used to reduce future years' Common Assessments or deposited in the Association reserve fund.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. "Members of Committee" The Architectural Committee shall consist of at least three (3) but not more than five (5) members appointed by The Board of Trustees and shall hold office until such time as they have resigned or have been removed or their successor has been appointed, as provided herein. Members of the Architectural Committee may be removed at any time without cause. The Board of Trustees shall have the right to appoint and remove all members of the Architectural Committee.

Section 2. "Review of Proposed Construction" Any construction, painting, fixtures, alterations of any kind that would alter the appearance or design of the exterior of any home/structure on any lot, will not be permitted without approval of the Architectural Committee. All plans for patios, decks, deck and patio covers, storm doors, fences and any other alterations must be in compliance with the pre-approved guidelines or submitted to the Architectural Committee in writing with plans attached. Written Architectural Committee approval must be obtained before any work is started. All additions must be in harmony and color with surrounding homes.

The Architectural Committee shall approve or reject all requests submitted with necessary plans and material specifications within two (2) weeks.

If an Owners' request is rejected by the Architectural Committee, the Owner may appeal the decision to The Board of Trustees within ten (10) days.

Section 3. "Meeting of the Architectural Committee" The Architectural Committee shall meet as necessary to perform its duties. The Architectural Committee will request The Board of Trustees to contact any homeowners pursuant to violations of architectural standards.

Section 4. "No Waiver of Future Approvals" The approval of the Architectural Committee of any proposals, plans, and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications submitted for approval or consent.

Section 5. "Compensation for Members" The members of the Architectural Committee shall not be compensated for their service.

Section 6. "Inspection of Improvement" Inspection of any Improvement and the correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvement for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative shall inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify The Board of Trustees in writing of such failure. The Board of Trustees shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated costs of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of notification from The Board of Trustees. If the Owner does not comply with The Board of Trustees ruling within such period, The Board of Trustees, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, The Board of Trustees shall levy a Special Assessment against such Owner

for reimbursement.

(d) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 7. "Non-liability of Architectural Committee" Neither the Architectural Committee nor any member thereof, nor its duly authorized committee representative shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes, excepting that the Architectural Committee hereby waives the non-liability provision of this paragraph to the extent necessary to obtain insurance as provided for in Article XII hereof.

Section 8. "Variances" The Board of Trustees of the Association, upon a favorable recommendation of the Architectural Committee, may recommend to the members variances from compliance, but such variance must be approved by at least a fifty-one percent (51) of members. The granting of such variances shall not operate to waive any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular portion of the Property and particular provisions hereof covered by the variance. Nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting misuse of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATION

Section 1. "Maintenance Obligations of Owners" Subject to the duty of the Association to provide for maintenance as provided in Article V, it shall be the duty of each Owner, at

his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property subject to his exclusive control, including any improvement thereon, in a neat, sanitary, and attractive condition. Areas subject to the exclusive control of the Owner shall be deemed to include, but not be limited to, the structure and roofing of the Owner's Dwelling Unit and all exterior and interior portions of the Owner's Dwelling Unit. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or fail to so maintain such Improvement so as to create a dangerous or unattractive condition, or to otherwise violate this declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the Owner. Said costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

Section 2. "**Damage and Destruction Affecting Dwelling Unit: Duty to Rebuild**" If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said Lot or Dwelling Unit to rebuild, repair, or reconstruct said Dwelling Unit in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 3. "**Variance in Exterior Appearance and Design**" Any Owner who has suffered damage, may apply for approval to the Architectural Committee for permission to reconstruct, rebuild, or repair his Dwelling unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner shall result in a finished Dwelling Unit in harmony with the exterior design of other Dwelling units on the Property. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing, coupled with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof.

Section 4. "**Time limitation**" The Owner or Owners of any damaged Dwelling Unit, the Association, and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control, which will be

decided in the sole discretion of The Board of Trustees.

ARTICLE IX USE RESTRICTIONS

The Association reserves the right to protect property values of Lots located within The Vistas at Riverbend. All real property within the Property shall be held, used, and enjoyed pursuant to the following limitations and restrictions:

Section 1. "Single Family Residences, Business, or Commercial Activity" Each Lot shall be used as residence for a Single Family. No part of the property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose, other than a home office permitted under applicable zoning ordinances, without the vote of seventy-five percent (75%) of Members of the Association.

Section 2. "Nuisances" No noxious or offensive activity including, but not limited to the major repair of motor vehicles, shall be carried on, in or upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property, and The Board of Trustees shall have the right to determine in accordance with the Bylaws if any noise, odor, or activity producing such noise, odor, or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, exterior speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, generators, radio or television antennas, evaporative coolers, permanent flag poles or items which may unreasonably interfere with television or radio reception of any Owners in the property, shall not be located, used or placed on any portion of the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.

Section 3. "Signs" No Sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the property or any Lot, without the prior written consent of the Architectural Committee. Two *For Sale* signs may be placed in the window of any home or dwelling.

Section 4. "Common Area Facilities" Nothing shall be altered or constructed or removed from the Common Area except upon the written consent of The Board of Trustees.

Section 5. "Pets and Other Animals" No barn, coop, shed, sty or building of any type shall be constructed, kept, maintained or permitted for the purpose of housing pigs, cows, sheep, goat, horses, poultry, or livestock at any place within the limits of the Property. Each Lot owner may keep and maintain two (2) common household pets.

All household pets are prohibited from roaming free on the common areas. They must be leashed, and not cause any nuisance to other Lot Owners or the common areas. Failure to abide by these terms and any additional rules and regulations promulgated by The Board of Trustees may result in fines and/or the removal of the household pet from the Community.

Section 6. "Rubbish and Waste" No rubbish shall be stored or allowed to accumulate anywhere on the Property, except in sanitary containers and at such locations as The Board of Trustees shall determine from time to time.

Section 7. "Insurance Rates" Nothing shall be done or kept on the Property which will increase the rate of insurance on any property insured by the Association without the approval of The Board of Trustees, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 8. "Front Window Treatment" No blinds, draperies, or other window coverings or treatments shall be permitted with respect to Dwelling Units' windows which face any road, whether public or private, except those which are conservative in style and neutral in color or otherwise approved by the Architectural Committee.

Section 9. "Rental or Lessees" Any Dwelling Unit at the Vistas at Riverbend may not be renter occupied in whole or in part. Exceptions may be made as approved by The Board of Trustees for "hardship" cases (see Rules & Regulations).

Any Homeowner who has previously been approved for rental has grandfathered rights. If a transfer or sale of the said property occurs, the grandfathered rights terminate.

Section 10. "Other Structures" No outbuilding shall be constructed on any Lot and nothing shall be placed upon the roof of any home constructed on a Lot.

ARTICLE X
DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction to the Common Area, the Association shall cause such Common Area to be repaired and any Improvement thereon to be reconstructed substantially as it previously existed.

(b) If the insurance proceeds are insufficient to effect total restoration, the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Lot Owners in accordance with provisions of Article VI of this Declaration.

(c) Each Owner shall be liable to the Association for any damage to the Common area not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, including minors and adults. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several.

ARTICLE XI
GENERAL PROVISIONS

Section 1. "**Enforcement**" This Declaration, the Articles, and the By-laws may be enforced by The Board of Trustees as follows:

(a) Breach of any of the covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, by the Association, or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney fees in an amount as the court may deem reasonable in favor of the prevailing party, as well as the amount of any delinquent payments, interest thereon, and cost of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations are violated in whole or in part is hereby declared to be and constitutes a nuisance. Every

remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association, or its successors-in-interest.

(c) The remedies herein provided for breach of the Covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The remedies herein provided for breach of the Covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations shall not constitute a waiver of the right to enforce the same thereafter.

Section 2. "**Severability**" Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. "**Interpretation**" The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of a residential community and for the maintenance of the residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 4. "**Amendments**" The Articles of Incorporation and this Declaration may be amended only by the affirmative vote or written consent of the Owners holding not less than two thirds (40 membership votes) of the voting power of the Members.

Section 5. "**No Public Right or Dedication**" Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or part of the Property to the Public, or for any public use.

Section 6. "**Reservation of Easements**" Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners and Riverton City for the control, maintenance, and repair of the utilities and storm drains of adjoining Lot Owners. For the benefit of all of the real property in the Property and Owners, the Association expressly reserves reciprocal easements of access, ingress and egress over all Lots and over the Common Area for the use and enjoyment of the Lots in accordance with this Declaration, including without limitation for installation and repair of utility services, for drainage over, across, and upon adjacent Lots for water resulting from the normal use of adjoining Lots, and for

maintenance and repair of any Dwelling Unit or landscaping located on any lots. Such easements may be used by the Association, its successors, purchasers and all Owners, their guests, tenants, lessees and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other lots. Each Owner of a Lot shall make adequate provision for drainage with the approval of Salt Lake County in the event he changes the established drainage over his Lot. For purposes of this Declaration, "Established Drainage" on any Lot is defined as the drainage conveyed to a purchaser from the Developer. The Association further expressly reserves for the benefit of the Association, its agents and employees easements of access, ingress and egress over the Lots and the Common Area for the purpose of maintaining, repairing and installing sewer pipelines and laterals, cable television facilities, and telephone lines in accordance with the provisions of this Declaration. As otherwise provided by law, The Association, as well as Owners of Lots and all others who shall come in contact with the Property, shall use reasonable restraints with regard to the Property when exercising any rights granted under this paragraph. Due regard shall be given to the aesthetic value, beautification, upkeep, and maintenance of all of the Property, and the use and enjoyment by an Owner of his Lot.

Section 7. "Notices" Any notice permitted or required to be delivered, as provided herein, shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 8. "Reservation of Certain Side Yard Use Easements" Easements for the benefit of certain Lots, as the same may be set forth in the plat map or in deeds conveying title to the said Lots shall be reserved for the benefit of the adjoining Lot Owner for maintenance and repair of the adjoining Lot Owner's Dwelling Unit or landscaping. In addition, such easements may be used by the adjoining Lot Owner, its successors and purchasers and all their guests, tenants, lessees and invitees, residing in or temporarily visiting the adjoining lot, for pedestrian access and such other purposes reasonably necessary for the use and enjoyment of the adjoining Lot.

Section 9. "Arbitration Required" Any contracts into which the Association enters shall provide for arbitration. In the event of a dispute which cannot be resolved by the parties,

advance written notice to disputing party or parties, setting forth the issues in dispute, shall be delivered within ten (10) business days. Any unresolved dispute shall be submitted to binding arbitration by a member of the American Arbitration Association. All costs of the arbitration shall be equally shared by the parties, excluding attorney fees, which shall be the sole responsibility of the party incurring such fees.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for The Vistas at Riverbend Homeowners' Association, a Planned Community has been executed this day and year.

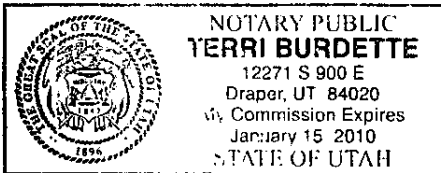
ADOPTED this 15 day of January, ²⁰⁰⁹ 2008.

THE VISTAS AT RIVERBEND
Homeowners Association a Utah non-
profit corporation

By: Paulette P. Yates
Title: President

STATE OF UTAH
COUNTY OF: SD
ON THE 15 DAY OF Jan 2009
PERSONALLY APPEARED BEFORE ME Paulette
yates SIGNER(S) OF THE ABOVE
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME

TERRI BURDETTE
NOTARY PUBLIC





BY-LAWS

Of the Vistas at Riverbend Homeowners' Association a Utah Non profit Corporation

The Purpose of the following By Laws is to guide The Board of Trustees of the Association in dealing with administration issues confirmatory with the Declaration of Covenants, Conditions and Restrictions (CC&R's) of The Vistas at Riverbend Homeowners' Association.

Article 1

Name and Location

The name of the corporation is The Vistas at Riverbend Homeowners' Association. The office of the association is located at 1198 Paydon Lane, Riverton Utah 84065.

Article 2

Definitions

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions document of the Vistas at Riverbend HomeOwners' Association.

Article 3

Meetings of Members

3.1 Semi-annual meetings shall be held in the clubhouse at 1198 Paydon Lane, Riverton, Utah 84065 each May and November. The President and/or The Board of Trustees shall give notice of meeting with time and date which will be mailed or hand delivered to each member of record. Notice of meetings shall be made not more than thirty (30) days prior to the meeting nor less than ten days (10). Notice by mail shall be first class to the address of record on the books of the Association.

3.2 Special meetings of the members may be called at any time by the President and/or by The Board of Trustees. Notice and place of meeting shall be

the same as in 3.1 above.

3.3 Members may request a special meeting of members if a group of ten (10) or more of the members make such request in writing and whose names are attached to the request. The request shall give reason for the meeting and proposed agenda. Upon receipt of such request the President and/or The Board of Trustees shall immediately cause written notice to be given of the special meeting as outlined in 3.1 above.

3.4 A quorum of members at a meeting of members is considered to be thirty percent(30%) of the voting members of the Association. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. A vote by mail, or hand delivered, will not be counted as part of a quorum, but will be counted as a vote on any issue. If a quorum is not present at any meeting, any member may request an adjournment. The Board of Trustees has the option to call a second meeting or canvas the members for a vote. A canvas of members voting is to be one vote for each lot and controlled by lot number.

3.5 Members may cast a vote in person or by proxy. A proxy vote shall be made in writing, signed by the member of record, and must state a period of time for which the proxy vote is to be valid. A member may at any time rescind his proxy by a signed written request stating the effective date. Any proxy request must be filed with the Secretary at least twenty-four (24) hours before meeting times.

3.6 Any member may cast a written vote on any proposed action by mailing or personally delivering such written vote to the Secretary so that it reaches the Secretary at least twenty-four (24) hours but not more than ten (10) days before the vote is taken. The member must indicate the matter upon which he is voting, and sign the vote.

3.7 Every Dwelling Unit is entitled to one vote on any issue.

3.8 Unless otherwise expressly set forth by law, the Declaration, or these By-Laws, provided the quorum requirement is met at the time of any vote, of the affirmative vote of fifty-one percent (51%) of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter.

3.9 The President or his designee shall conduct all meetings and the Secretary shall keep the minutes. The order of business shall be as follows; (1) calling the meeting to order, (2) reading of minutes of previous meetings, (3) determine if a quorum is present by sign-in sheet or roll call, (4) report of officers, (5) report of committees, (6) open the floor for business, (7) election of The Board of Trustees when appropriate (8) adjournment.

Article 4

Nomination and Election of the Board of Trustees and Term of Office

4.1 Each member of the five-member (5-member) Board of Trustees must be a resident owner of a lot in the Vistas at Riverbend.

4.2 The term of office of a Member of the Board of Trustees shall be two (2) years. Trustees may be reelected, and may serve for any length of time as elected. Trustees are to be elected in alternating years so that no more than three (3) seats become vacant at any one time. Two members shall be elected in even number years and three members in odd number years.

4.3 Each Trustee shall be elected by the members of the Association at its annual meeting, by secret, written ballot. A Trustee may be appointed by the Board of Trustees to fill a vacancy resulting from the resignation of, death of, or removal from office of a current Trustee. The appointed Trustee shall serve the remaining term of the vacating officer or until a new Trustee is elected.

4.4 No Trustee shall receive compensation for any service he or she may render to the Association. A Trustee shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

4.5 Nominations for election to the Board of Trustees may be made by a nominating committee or from the floor at the annual meeting. The nominating committee shall be appointed by the Board of Trustees thirty (30) days prior to each annual meeting and will serve for that annual election. The committee shall nominate at least one, or as many as it sees fit, for each office of the Board of Trustees.

Article 5
Meetings of Trustees

5.1 Meetings of the The Board of Trustees shall be held monthly.

5.2 Special meetings may be called by the President or any two members of the Board of Trustees, and all trustees shall be notified of the day, time, and agenda by the president or Board members calling such meeting.

5.3 Members of the Association are encouraged to attend board meetings. Members should contact the President or Secretary for the day and time of the next meeting. The Board of Trustees is not required to post or notify members of day and times of board meetings.

5.4 A simple majority of members of the Board of Trustees then in office shall constitute a quorum. A vote by the majority of the quorum is valid on any matter.

5.5 An annual organizational meeting shall be held after the election of the Board of Trustees to appoint officers. This meeting shall be held within ten (10) days after posting of the results of the election.

ARTICLE 6
OFFICERS AND THEIR DUTIES

6.1 Enumeration of Offices. The Association shall have a Board of Trustees that shall consist of five (5) members: President, Vice-President, Member at Large, Secretary, and Treasurer (collectively, the "Officers"). The Board may create other offices from time to time. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. However, no Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these By-Laws.

6.2 Appointment of Officers. The Offices of President, Vice President, Member at Large, Secretary, and Treasurer of the Association will be appointed by the Board of Trustees at each Annual Organizational Board Meetings. The

Officers of the Association will be elected by the Board of Trustees at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

6.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. A vacancy in any office arising because of death, resignation, and removal or otherwise may be filled by the Board for the unexpired portion of the term.

6.4 Special Appointments. The Board of Trustees may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as The Board of Trustees may, from time to time, determine.

6.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Trustees. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.6 Vacancies. Should an Office of the Board of Trustees become vacant, the Board of Trustees shall reorganize to fill such vacancy.

6.7 Duties. The duties of the Officers are as follows:

6.7.1 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board of Trustees and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

6.7.2 Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

6.7.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Association; serve notice of meetings; keep appropriate, current records showing the names and addresses of Association Members; provide each Member with a copy of the Declaration, By-Laws, Rules & Regulations, prepare the *Vistas' Voice* quarterly newsletter, and amendments thereto; and shall perform such other duties as required by the Board.

6.7.4 Treasurer. The Treasurer shall ensure that all financial transactions of the Association are performed in an appropriate standard accounting practice. The Treasurer shall ensure that a monthly statement of income and expense is prepared and provided to the Board of Trustees and that an annual budget including statement of income and expenditures be prepared and presented to the Members at the Annual Homeowner Meeting.

6.7.5 Member at Large. The Member at Large shall perform the duties as assigned by the Board of Trustees.

6.8 Reliance on Professional Advice. As long as Trustees are acting in good faith, the Trustees may rely upon the advice of professionals hired or retained to advise the Association.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

7.1 Powers. The Board of Trustees shall exercise all powers and authority under law and under the provisions of the Declaration that are not specifically and exclusively reserved to the Members by law or by other provisions thereof. Without limiting the generality of the foregoing, The Board of Trustees shall have the right, power, and authority to:

7.1.1 Adopt and publish Rules and Regulations governing the use of the Common Areas and the personal conduct of the Members and all other authorized users and to establish penalties for any infraction thereof.

7.1.2 Obtain insurance coverage as reflected in the Declaration.

7.1.3 Enforce the Covenants, Conditions and Restrictions set forth in the Declaration.

7.1.4 Repair, maintain, and improve the Common Areas.

7.1.5 Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, as more fully provided in the Declaration.

7.1.6 Employ an independent contractor and/or such other employees as it deems necessary and to prescribe their duties.

7.1.7 Exercise for the Association all powers, duties and authority vested in, or delegated to, the Association by provisions of these By-Laws, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of The Board of Trustees shall be construed to be as broad as possible.

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

7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by not less than ten (10) Members.

7.2.2 Supervise all independent contractors and/or other such employees of the Association and to see that their duties are properly performed with The Board of Trustees having full power to employ or dismiss.

7.2.3 Recommend the hiring of a manager or property management company to the Members when deemed necessary.

7.2.4 As more fully provided in the Declaration to:

- (i) Establish, enforce, levy, and collect Assessments;
- (ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;
- (iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are

authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

7.2.5 Upon demand by any authorized person(s), to issue or cause an appropriate Officer to issue, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by The Board of Trustees for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

7.2.6 Procure and maintain insurance as provided in the Declaration, and as The Board of Trustees deems advisable;

7.2.7 Cause the Property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

7.2.8 Cause the restrictions created by the Declaration to be enforced; and take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

7.3 Rules and Regulations. The Board of Trustees may adopt and amend Rules and Regulations for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their family members, renters, and invitees. The Board of Trustees may impose fines on a Member who violates, or whose family members, renters, or invitees violate the Rules and Regulations. The Board of Trustees may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations as a Special Assessment. Any fines assessed by The Board of Trustees shall be due and payable within thirty (30) days after the mailing of the notice to the Owner by United States mail. In the event that a Member shall fail to pay when due any fines assessed by The Board of Trustees under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by The Board of Trustees in enforcing this Section, including interest and reasonable attorney fees to the extent permitted by Utah law, may be collected by The Board of Trustees through any lawful means, including foreclosure of the lien. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that The Board of Trustees may have against such Member pursuant to the Declaration or these By-Laws. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these By-Laws, the provisions of

the Declaration and of these By-Laws shall govern.

7.4 Annual Review. The Board of Trustees shall arrange annually to review the Association's books. The review shall be completed prior to each Annual Meeting of the Members. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review.

ARTICLE 8 **COMMITTEES**

The Board of Trustees may appoint and disband such committees as it chooses.

ARTICLE 9 **INDEMNIFICATION PROVISIONS**

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Trustee or Officer, or a committee member appointed by The Board of Trustees of the Association or former Trustee or Officer or Committee Member of the Association, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or Officer, or a committee member appointed by The Board of Trustees of the Association, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Trustee or Officer or Committee Member shall be finally adjudged in this action, suit, or proceeding to be liable for willful misconduct or bad faith.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest

of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board of Trustees may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer or Committee Member has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost, and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or who has been a Trustee or Officer with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE 10

MISCELLANEOUS

10.1 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

10.1.1 If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

10.1.2 If to the Association, the Board of Trustees, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by The Board of Trustees with written notice to the Owners.

10.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her, or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

10.3 Nondiscrimination. No Member, including the Declarant, and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale of any Lot, or in the use of the Common Elements.

10.4 Nonwaiver of Covenants. No delay or failure on the part of the Board of Trustees and/or on the part of any Officer in exercising any right, power, or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, powers, and privileges may be exercised simultaneously or consecutively.

10.5 Board of Trustees Power to Bind. A lawful agreement or determination made by The Board of Trustees or an Officer, in accordance with procedures established in the Declaration and By-Laws, shall bind all Members, their successors, and their assigns.

10.6 No Act of Business for Profit. These By-Laws shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more of the Members.

10.7 Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as The Board of Trustees might direct, where copies may be purchased at reasonable cost.

10.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year. The commencement date of the fiscal year herein established may be changed by The Board of Trustees.

10.9 Execution of Corporation Documents. With the prior authorization of The Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents, or other persons as are, from time to time, by The Board of Trustees, authorized so to do.

10.10 Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the By-Laws shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

10.11 Amendments. These By-Laws may be amended from time to time, at any Annual Meeting or special meeting of the Members by an affirmative vote of fifty-one percent (51%) of the Dwelling Units.

10.12 Governing Law. These By-Laws shall be interpreted and enforced under the laws of the State of Utah.

10.13 Perpetuities; Restraints on Alienation. An option, privilege, covenant, or right created by the By-Laws shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) rule restriction restraints on alienation; or (c) any other statutory or common law rule imposing time limits. This 10.13 doesn't make sense to me the way it is written, Bruce.

10.14 Severability. The invalidity of part or all of any provision of the By-Laws shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the By-Laws.

10.15 Heirs, Successors and Assigns. These By-Laws shall be binding upon and shall be for the benefit of the Association, Members, and Members' heirs, successors, and assigns.

10.16 Interpretation. These By-Laws shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Utah law shall control. If the By-Laws or the Articles of Incorporation are silent on a subject, The Board of Trustees may follow the applicable corporation laws of Utah and shall have all powers given to a Board of Trustees under the applicable corporation laws of Utah. These Section headings

are for convenience only and shall not affect the meaning or construction of the By-Laws. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the By-Laws. Where the context requires masculine, feminine and/or neuter, terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this 15 day of January, ²⁰⁰⁹ 2008.

THE VISTAS AT RIVERBEND
Homeowners Association a Utah non-
profit corporation

By: Paulette P. Yates
Title: President

STATE OF UTAH
COUNTY OF: SD
ON THE 15 DAY OF January 2009
PERSONALLY APPEARED BEFORE ME Paulette
Yates SIGNER(S) OF THE ABOVE
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME

TERRI BURDETTE
NOTARY PUBLIC

