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AUG 2 1994

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by THE CENTERVILLE RIVIERA TOWNHOUSE ASSOCIATION hereinafter referred to as Declarant.

E 1134264 B 1786 P 926
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 AUG 2 11:22 AM FEE 84.00 DEP MEC
REC'D FOR RIVIERA TOWNHOUSE ASSOCIATION

WITNESSETH:

WHEREAS Declarant is the owner of certain property in Centerville, County of Davis, State of Utah, which is more particularly described as:

Beginning at a point on the East line of a highway which is S 89 47'48" W 1718.70 feet along the Quarter section line and N 0 06'15" E 505.23 feet from the East quarter corner of Section 18. T2N, R1E, SLB&M; and running thence East 744.10 feet along the existing fence line, thence N 1 18' W 175.94 feet along the West line of Green Meadows Subdivision; thence West 579.80 feet; thence S 0 06'15" W 80.00 feet; thence West 160.00 feet; thence S 0 06'15" W 95.89 feet along the East line of the highway to the point beginning. Containing 2.702 acres.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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EXPOSURE BOARD

ARTICLE I

DEFINITIONS

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Section 1. "Association" shall mean and refer to CENTERVILLE RIVIERA TOWNHOUSE, INC. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the area shown on the plat of Riviera Townhouse Planned Unit Development as recorded in the office of the Davis County Recorder on the 11th day of July, 1980, shown on the legend in plain outline plus the dotted area shown as concrete common ownership, and is so much of the 2.702 acres as is not included within the areas designated as "Private Ownership", "Yard Private Ownership" and not physically occupied by a residential structure, as the same may be constructed on the land.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the

Section 6. "Declarant" shall mean and refer to Riviera Townhouse Association, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate 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 or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, 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 purchasers who

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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 to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property

at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be six hundred dollars (\$600.00) per lot.

(a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. E 1134264 B 1786 P 931
Written notice of any meeting called for the purpose of

taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes, excluding those members with voting rights suspended, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the proceeding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.
The annual assessments provided for herein shall commence as to all Lots of the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications

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showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they

shall be automatically extended for successive periods of ten (10) years.

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This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

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ARTICLES OF INCORPORATION
OF E 1134264 B 1786 P 934
CENTERVILLE RIVIERA TOWNHOUSE, INC.

"ASSOCIATION"

We, the undersigned, for the purpose of forming a corporation under the laws of the State of Utah relating to private corporations, do hereby associate, and for the purpose agree as follows:

ARTICLE I

The name of the corporation hereby formed is and shall be known as: CENTERVILLE RIVIERA TOWNHOUSE, INC., hereinafter called the "ASSOCIATION".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Beginning at a point on the East line of a highway which is S 89 47'48" W 1718.70 feet along the Quarter section line and N 0 06'15" E 505.23 feet from the East Quarter corner of Section 18, T2N, R1E, SLB&M; and running thence East 744.10 feet along the existing fence

line, thence N 1 18' W 175.94 feet along the West line of Green Meadows Subdivision; thence West 579.80 feet; thence S 0 06'15" W 80.00 feet; thence West 160.00 feet; thence S 0 06'15" W 95.89 feet along the East line of the highway to the point of beginning.

Containing 2.702 acres.

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and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for the purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of The Davis County Recorder, Farmington, Utah, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or bypothecate any or all of

its real or personal property as security for money borrowed or debts incurred;

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(e) dedicate, sell 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 or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members.

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah, by law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV

BOARD OF DIRECTORS

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The affairs of this Association shall be managed by a Board of seven

(7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. At each annual meeting, the members shall elect directors as required for a term of three (3) years.

ARTICLE V

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VI

DURATION

The corporation shall exist perpetually.

ARTICLE VII
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent
(75%) of the entire membership.

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IN WITNESS WHEREOF, for the purpose of forming this corporation
under the laws of the state of Utah, we, the undersigned, constituting the
present Board of Directors of the Association, have executed these Articles
of Incorporation this 14th day of July, 1994

Kevin P. Smith
Kevin Smith President

David Jensen
David Jensen Vice-President

Lynne Davidson
Lynne Davidson Secretary

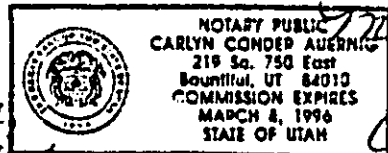
Marie Kern
Marie Kern Board member

Paula Kopp
Paula Kopp Board member

Renee Anderson
Renee Anderson Board member

Shauna Smith
Shauna Smith Treasurer

*Acknowledged to before
me this 14th day of July
1994 @ Centerville, Utah*



Carlyn Conder Auerning
03-08-96

30 out of 32 homeowners signed and notarized papers agreeing with
the changes made. A total of 94%. June 1994

**These are on file with the current Townhouse papers

BY-LAWS
OF
CENTERVILLE RIVIERA TOWNHOUSE, INC.
"ASSOCIATION"

ARTICLE I E 1134264 B 1786 P 939

NAME AND LOCATION: The name of the corporation is _____
CENTERVILLE RIVIERA TOWNHOUSE, INC., hereinafter referred to
as the "Association". Meetings of members and directors may be held at
such places within the State of Utah, County of Davis, as
may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Centerville
Riviera Townhouse, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real
property described in the Declaration of Covenants, Conditions and
Restrictions, and such additions thereto as may hereafter be brought
within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by
the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown
upon any recorded subdivision map of the properties with the exception of
the Common Area.

Section 5. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of the fee simple title to any Lot
which is a part of the Properties, including contract sellers, but excluding
those having such interest merely as security for the performance of an
obligation.

Section 6. "Declarant" shall mean and refer to Centerville
Riviera Townhouse Association, its successors and assigns if such
successors or assigns development.

Section 7. "Declarations" shall mean and refer to the Declaration of
Covenants, Conditions and Restrictions applicable to the Properties
recorded in the Office of the Davis County Recorder, Farmington, Utah

Section 8. "Member" shall mean and refer to those persons entitled
to membership as provided in the Declaration.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held the third Wednesday of March each year thereafter, at the hour of 7:00 pm. The annual meeting date and time may be changed by the Board of Directors subject to the Notice of Meeting requirements specified in Article III, Section 3 of the By-Laws and Article IV, Section 5 of the Declaration.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of all the votes, excluding those lots with voting rights suspended, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of seven (7) directors, who need not be members of the Association.

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Section 2. Term of Office. At each annual meeting, the members shall elect directors as required for a term of three years.

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

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

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ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

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Section 2. Duties. It shall be the duty of the Board of Directors

to:

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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Section 1. Enumeration of Officers. The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors, a secretary, and treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

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

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Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer will have the right to forgo the monthly assessment for the duration of time he/she remains in said office. Voted in at annual meeting in 1984 unanimously.

ARTICLE IX
COMMITTEES

The Association shall appoint and Architectural Control Committee, as provided in the Declaration, and Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

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As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

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ARTICLE XII
CORPORATE SEAL

The Associations shall have a seal in circular form having within its circumference the words: CENTERVILLE RIVIERA TOWNHOUSE, INC.,
a corporations of the State of Utah.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

RULES AND REGULATIONS

The following list of rules have been approved by the Board of Directors at the monthly board meeting held on July 11, 1991. They are to be kept and included with the By-Laws. Additions or deletions may be made in the future, with the approval of the Board. These rules are to help in creating a more pleasant place to reside.

If you move or rent your unit, they are to be passed on to your new owner or tenant. Adherence is required and in some instances, penalties will be assessed. Non-payment of the fine will result in an automatic lien upon your property. In all cases, one warning will be given. If the same violation occurs again, a penalty amount will be added to your maintenance fee, as decided upon by the Board of Directors. (This includes violations from renters and your guests.)

1. The parking spaces per dwelling will be provided specifically for the use of the residents of each dwelling. Any and all guests are to use the common area parking. (Shown on your maps.) If these areas are full, the Jr. High to the north can be used. If you or your guests park in the red NO PARKING zones, or park obstructing your neighbor's area, a warning will be given. The next violation will be a fine.
2. Vehicles that are unlicensed, unused and not working will not be stored in common area. Or any kind of RV or trailer. A two week time limit will be given on the removal of the vehicle. Each day after the two week limit, a \$25.00 penalty will be given for each day the vehicle remains in said parking.
3. In our By-Laws it states, "Non-payment of monthly assessments and special assessments automatically suspends the homeowners voting rights, during any period such member shall be in default of payment." The Association can and will bring an action at law against the owner or foreclose the lien against the property. Any owner 90 days in arrears in the monthly assessment, will have their account turned over to our attorney for collection. All fees and interest will be the owners responsibility. (If for some reason you have difficulty paying--contact the Treasurer at once to make special arrangements on your payments.)
4. To maintain security and prevent injury--Please keep your exterior lights in repair and a bulb in them at all times. (40 watt bulbs are the most economical.)
5. A noise ordinance will be strictly enforced after 10:00 p.m. each night. This includes noise from any of the following: pets, stereos, people, construction, work on vehicles, and any noise that disturbs those living around you. (Excessive). One warning will be given. The second violation will result in a penalty. After which, the police will be summoned.

6. PETS—are a privilege. They must be controlled!! They cannot use the common area for their nature calls. They MUST be on a leash when outside your home. You have a 24 hour limit in picking up pet debris in your own yards. Constant barking and noise will not be tolerated. Penalties will be issued, and the pet will have to find a new home if the problem persists.

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7. The By-Laws state: "No building, fence, wall or other structure shall be commenced, nor any exterior addition or alteration be made until the plans have been submitted and approved in writing as to the harmony of external design by the Board of Directors." To fully comply with this, nothing should be done to your units exterior without approval. This includes: screen doors, fences, plants, shrubs, trees, etc.

8. Swamp coolers are the responsibility of each homeowner. This issue was discussed and voted on at our annual meeting in June 1990. It was decided that their upkeep and your decision not to maintain it, will result in the owners responsibility to pay for the ensuing damages. This includes any damage to shingles, or any other roof damage. The Association will NOT pay for these costs, because the swamp coolers were not part of the original structures. PLEASE do not let them leak and drain them completely before covering them for the winter.

9. Every Spring there will be a clean-up of the entire townhouse common area. Your non-attendance will result in an additional charge on your monthly maintenance fee.

10. The up-keep of your individual homes is your responsibility. Garbage, weeds, fences, and overall appearance of your homes is important to the appearance of our homes in general. Please hit the dumpsters! If they are full, keep your garbage in your garage until space is available.

11. This is Private Property! Those guests visiting, staying, renting or just passing through here, will be asked to abide by these rules also. They can and will be asked to leave if they do not conform.

12. No FOR RENT signs can be placed on your individual homes.

13. FOR SALE signs can be placed on your property only.

The Board of Directors may suspend voting rights for periods up to TWO MONTHS for infractions of published rules and regulations--after a notice has been sent to the homeowner and a hearing held.

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