

**BYLAWS OF THE VIVIAN PARK HOMEOWNERS ASSOCIATION
AS AMENDED AND PRESENTED AT THE
GENERAL MEETING HELD JULY 14, 2012**

RECITALS

---These Bylaws are intended to supersede and replace the Bylaws that were presented to the members of the Vivian Park Homeowners Association ("Association") at the General Meeting held on July 9, 2011 and all previously adopted Bylaws.



ENT 21580:2013 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Mar 06 11:26 am FEE 127.00 BY SS
RECORDED FOR VIVIAN PARK HOMEOWNERS

ARTICLE I - NAME AND LOCATION

The name of the Association is VIVIAN PARK HOMEOWNERS ASSOCIATION, a nonprofit corporation incorporated on the 6th day of September 1943. The principal office is located in Utah County, State of Utah, 84604.

ARTICLE II -PURPOSE

The purpose of the Association is to own, control, operate, and manage the water system for the property located in the Vivian Park Subdivision and to implement within the Association confines such other activities and controls as approved by a majority of the membership to maintain the comfort and well-being of the Association and its membership. (The official plats include: (1) Vivian Park Blocks A & B as recorded in Utah County 10/5/1915, Entry Number 1915-5535, Book/Page 54/037; (2) Vivian Park as recorded in Utah County 9/13/1917, Entry Number 1917-6086, Book/Page 54/037; (3) Vivian Park Plat C as recorded in Utah County 6/19/2008, Entry Number 2008-71275, Book/Page 54/247; (4) Vivian Park Plat D as recorded in Utah County 3/3/2010, Entry Number 2010-18031, Book/Page 54/268) The water system consists of springs, wells and reservoirs, pipelines, and installed equipment. The system may be enlarged, extended, repaired, and improved. All water in the system is owned and legally registered with the State and the County in the name of the Association. The system is distributed by Water Connections to assessment parcels in the Vivian Park Subdivision. Each Water Connection can be transferred with the associated parcel.

ARTICLE III - DEFINITIONS

Section 1. "Assessments" shall mean and refer to any assessments (special or regular), dues, fines, third-party liability recovery, charges for property damage, or other amounts levied, charged, or imposed upon a Lot, Owner, or other occupant by the Association.

Section 2. "Association" shall mean and refer to VIVIAN PARK HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of Vivian Park owners.

Section 4. "Lot" or "Assessment Parcel" shall mean and refer to any numbered plot of land shown upon the map of the Vivian Park Subdivision in the office of the Utah County Recorder, the said numbered plots being separate from the common areas. (This map is available online at <http://www.utahcountyonline.org/landrecords/index.asp>.)

Section 5. "Owner" shall mean and refer to each person or entity having a legal or equitable ownership in any lot which is a part of the Vivian Park Subdivision, excluding contract sellers and those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to any person entitled to membership as provided in the Articles of Incorporation.

Section 7. "Member Entitled to Vote" shall mean and refer to that lot owner designated by the owners of a particular lot to cast the vote for that lot, providing such designated owner is recorded as such in the records maintained by the Association and is a member in good standing.

Section 8. "Subdivision" shall mean and refer to all real estate in Vivian Park Subdivision and appurtenant common areas, as per plats thereof recorded in the office of the Utah County Recorder, State of Utah, and such additions thereto as may hereafter be brought within the jurisdiction of the Subdivision.

Section 9. "Water Connection" shall mean and refer to accessibility to the culinary water system of the Association, consisting of springs, wells, reservoirs, pumps, and associated apparatus.

ARTICLE IV - AMENDING THE BYLAWS

These Bylaws may be amended, deleted, added to, or suspended by a two-third-majority (2/3) vote at an annual or special meeting of the Members duly called for such purpose, there being a quorum present in person or by proxy.

ARTICLE V - CONFLICTING PROVISIONS

In the case of any conflict between the Articles of Incorporation and these Bylaws, these Bylaws shall control.

ARTICLE VI - MEMBERSHIP AND WATER CONNECTIONS

Section 1. Membership. Membership in the Association will be limited to the Lot Owners in the Vivian Park Subdivision. New Memberships will be announced at the annual meeting of the Association.

Section 2. Bylaws. All Members are required to abide by the Bylaws as herein identified or as amended.

Section 3. Membership in good standing: All Assessments must be paid in compliance with these Bylaws and any Association rules and regulations in order that the designated lot owner be considered a Member in good standing. Only Members in good standing are entitled to the privileges of membership within the Association, including, but not limited to, voting, holding office, or using or benefiting from provided services. A Member not in good standing will be denied the benefits and rights of the Association.

Section 4. Water Connections. Each Member of the Association is entitled to one Water Connection per Assessment parcel.

Section 5. Subdividing a lot. Subdividing an Assessment parcel creates a new Assessment parcel, the owner of which becomes a candidate for membership in the Association. The issuance of a Water Connection to a new Assessment parcel depends upon the availability of Association water. If a new Water Connection is approved by the Association, the owner must pay a connection fee before the connection is made to the Association water system.

Section 6. New Water Connections: The Board of Directors will present proposed new Water Connections for approval by the Association members at the July annual meeting. A Lot Owner who seeks a new Water Connection shall purchase the right to one acre-foot or more of water that is transferable to the Association well as one acre-foot of well water and deed this water right to the Association. The cost of installing the meter box, meter set and meter, and other fixtures as required inside the meter box will be paid by the Association and they will remain the property of the Association. All other costs of installing water lines to a Lot will be borne by the Lot Owner. If past due Assessments have not been paid to the Association, those Assessments associated with a particular lot must be brought up-to-date before a meter is installed on that Lot and before it is connected to the water system.

ARTICLE VII - FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of the following year.

Section 2. Assessments. As provided for in the Articles of Incorporation, annual and special assessments and other appropriate charges, as provided in these Bylaws, may be levied against each lot, Each assessment parcel will be assessed the annual dues and all special Assessments.

Section 3. Multiple lots. In situations where owners have multiple assessment parcels, an active connection on an additional lot with a livable structure will be assessed at the current rate. An active connection on an additional lot with no structure will be assessed at half the current rate. A dormant connection on an additional lot with no structure will be assessed at one quarter the current rate.

Section 4. Due Date. The annual dues become due on the 1st of June, the start of the fiscal year. Statements will be sent out with the annual meeting notice. Any annual assessment not paid by October 31st shall automatically be assessed a late fee of \$30.00 and the water may be disconnected on Nov.1st.

Section 5. Collection. Each Assessment is secured by a continuing lien upon the associated lot until the Assessment is paid. The Association may at any time initiate foreclosure of the lien against the lot, bring an action of law against the lot Owner or Owners to pay the levied amounts, or both. The current rate of interest, costs, and reasonable attorney's fees associated with any such action shall be added to the amount of the assessment. No lot owner or owners may waive or otherwise escape liability for the assessments provided for herein for any reasons, including, but not limited to, the non-use of the Common Area or abandonment of their lot.

ARTICLE VIII - MEETINGS OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members shall be held in July at a location in Utah County, State of Utah, unless changed by resolution of the Board of Directors. The specific date, time, and location will be selected by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Association Members may be called at any time by the Board of Directors, or upon written request of at least twenty five percent (25%) of all members entitled to vote, to be held at such time and place as the Board of Directors shall determine.

Section 3. Notice of Meetings. Written notice of each meeting of the Association Members shall be given by the Board of Directors, or other persons authorized to call the meeting, by mailing a copy of such notice, postage paid, at least 30 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 date, time, and location of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Voting rights: Only members in good standing are entitled to vote. In all proposals brought before the Association, a single vote is allocated to the Member Entitled to Vote for each Assessment parcel.

Section 5. Voting procedures: At any meeting of the Members of the Association, 25% (twenty-five percent) of all members entitled to vote shall constitute a quorum. When a quorum is present in person or represented by proxy at the meeting, the vote of a majority of Members of that quorum who are Entitled to Vote shall decide any questions brought before such meeting, unless the question is one upon which, by expressed provision of the laws of the State of Utah, or of the Articles of Incorporation, or of these Bylaws, a different voting rule is required, in which case such expressed provision shall govern and control the decision of such question.

All votes may be cast by the Members either in person or by proxy, which proxies shall be in writing and filed with the Secretary. No member may vote more than five (5) proxies. Every Member Entitled to Vote retains the right to revoke such proxy, and if present, to vote in person. In the absence of a quorum, the Chairman of the meeting may adjourn or postpone the meeting without notice, other than by announcement at the meeting, until the necessary number of members to constitute a quorum shall be in attendance. Any meeting which was previously adjourned for failure to constitute a quorum and is reconvened when a quorum is present may transact any business which might have been transacted at the meeting as originally notified.

ARTICLE IX - BOARD OF DIRECTORS

Section 1. Number and Selection. The governing board of the Association shall be the Board of Directors (hereinafter referred to as the "Board"). The Board shall consist of five (5) voting members plus two non-voting alternate members. The board members and alternates will be nominated and elected at the Annual Meeting of the Association. Only Members of the Association who have been in good standing for two immediately prior years are eligible for nomination. An alternate member of the Board will be temporarily designated as a voting member whenever a permanent member is absent from a board meeting and unable to vote.

Section 2. Term of Office. The two directors elected with the most votes by the membership of the Association shall serve for terms of two (2) years. The remaining three (3) directors and two (2) alternates shall serve for one (1) year.

Section 3. Removal or Resignation. Any Board Member may be removed from the Board, with or without cause, by a majority vote of the Members entitled to vote who are in attendance at a membership meeting, there being a quorum present. In the event of the death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor director.

Section 4. Compensation. No director shall receive compensation for any service they may render in their official duty to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties if authorized by the Board of Directors and the expenditures are covered by an approved annual budget.

Section 5. Action Without a Meeting. The directors shall have the right to take any action in the absence of a Board 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 X - LIABILITY OF DIRECTORS AND OFFICERS

To the fullest extent permitted by law, no Director or Officer of the Association shall be personally liable to the Association or its Members for damages for breach of any duty owed to the Association or its Members.

ARTICLE XI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. An annual meeting of the Board shall be held as soon as possible following the adjournment of the annual meeting of the Association, at a place and time determined by the Board. The purpose of this meeting is to elect officers, appoint members to standing committees, and to take care of any other organizational matters. One of the directors shall be designated by vote of the directors as President of the Association and Chairman of the Board, another as Vice-President and Vice Chairman. Additional Board meetings shall be held at regular intervals at such places and at such times as the Board may, by resolution, decide.

Section 2. Special Meetings. Special meetings of the Board shall be held whenever called by the Chairman, the Vice-Chairman, or by a majority of the Board members entitled to vote. By unanimous consent of the Board members entitled to vote, special meetings of the Board may be held without call or notice, at any time or place they may choose.

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

ARTICLE XII - POWERS AND DUTIES OF DIRECTORS

Section 1. Powers. The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association, except such powers as by law or by these Bylaws may not be delegated to the Board of Directors by the Members. In particular, the Board has the power to:

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

(b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;

(c) Declare the office of a Member of the Board to be vacant in the event such a member shall be absent from three (3) consecutive regular meetings of the Board;

(d) Employ an office manager/executive secretary, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.-

Section 2. Duties. The Board of Directors shall have all of the duties necessary for the administration of the affairs of the Association, except such duties as by law or by these Bylaws may not be delegated to the Board of Directors by the Members. Among the duties of the Board are the duty to:

(a) Cause to be kept a complete written record of all its acts and corporate affairs and to present a report thereof to the Members at the annual meeting of the Members, or at any special meeting when such report is requested in writing by at least twenty five percent (25%) of all Association Members entitled to vote.

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

(c) Fix and announce at the annual meeting of members the amount of the annual assessment against each Lot for the current year, which amount should cover the budget year running from June 1 of the current year until May 31 of the following year;

(d) Send written notice of each assessment to every owner subject thereto at least 30 days before the annual meeting.

(e) Initiate lien and/or other collection proceedings against the owner of any property for which assessments are not paid by June 1 of the year following the year of the due date, after notice, as provided by law, has been given.

(f) Issue, or cause an appropriate officer to issue, upon demand by any member or prospective buyer, 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 such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) Procure and maintain adequate liability and hazard insurance on property owned by The Association;

(h) Cause all officers and employees having fiscal responsibility to be bonded, and to the extent available provide and maintain officer and director liability protection, as it may deem appropriate;

(i) Cause the Common Areas and facilities to be maintained.

(j) Upon receiving notification of conveyance or sale of any lot in Vivian Park, assure that a copy of the Articles and Bylaws are provided to the new owner(s) of that lot.

ARTICLE XIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors; a Secretary, a Treasurer, and a Watermaster; and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. 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 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 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 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 current term of the vacant office.

Section 7. Multiple Offices. No person shall be simultaneously a member of the Board and a paid officer of the Association. The offices of secretary and treasurer may be held by the same person. The Secretary/Treasurer shall serve under direction of the President. The Board shall approve the appointments of Secretary/Treasurer and Watermaster.

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

(a) President. The President shall preside at all meetings of the Board of Directors and of the Association; 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) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his/her absence or inability/refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes at all meetings of the Board and of the Association; shall keep, or cause to be kept, the minutes of all meetings and proceedings of the Board and of the Association; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Association; shall keep appropriate current records showing the Members of the Association together with their addresses and the Members entitled to vote; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall be responsible for the receiving and depositing in appropriate bank accounts of all monies of the Association and the disbursing of such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep, or cause to be kept, proper books of account; shall cause any

Federal or State tax returns to be prepared and filed on time; shall cause an annual audit of the Association books to be made by or under the direction of the Board of Directors at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members.

(e) Watermaster. The Watermaster shall oversee the day to day operation of the Vivian Park culinary water system, ensuring that adequate water is available for use by all residents and that any necessary repairs to the water system are made in a timely manner. Watermaster duties shall also include the timely maintenance, testing, and operation of the water system; regular reporting to the Board of Directors on the status of the water systems; preparation of an annual drinking water report, which shall be presented at the annual Association member meeting; and working with the Fire Control Committee to ensure hydrants, hoses, and pumps are in good working condition. Other duties may be imposed as determined by the Board of Directors from time to time.

ARTICLE XIV - COMMITTEES

The Board of Directors may appoint and/or delegate to committees. The Board shall designate the scope of responsibilities for such committees and call for periodic reports of their accomplishments.

Such committees may include, but are not limited to:

- (a) An auditing Committee
- (b) A Fire Safety and Control Committee
- (c) A Water Development and Use Committee

ARTICLE XV - BOOKS AND RECORDS

The books, computer files, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member of the Association who is entitled to vote. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost to be determined by the Board of Directors.

ARTICLE XVI - SPECIFIC RULES

The Board of Directors shall enforce the following rules:

- A. Water usage is limited to each Owner's immediate property. The selling, giving, or distributing of water for any purpose other than each Owner's needs is prohibited.
- B. All water lines on subdivision lots shall be limited to ¾ inch in size.
- C. Water systems must be kept in good repair and not permitted to leak or waste water.
- D. All water lines not being used must be properly drained during cold weather.
- E. All water lines used during cold weather must be protected from freezing.

- F. During cold weather the meter box is warmed by the earth, but cooled by heat loss through the lid. Owners are required to keep their meter boxes insulated during cold weather to protect against freezing.
- G. Each Member is required to keep his property in a clean, neat, and orderly condition.
- H. Dumpster use is limited to household garbage only. All garbage is to be securely tied in plastic bags and placed in the garbage dumpster. Trash, yard waste, and debris disposal is the responsibility of the individual home owner.
- I. A trailer, motor home, or any vehicle capable of being licensed is not permitted to be used as a permanent home.
- J. The keeping of animals is limited to household pets under control of owner or secured at the Member's property. The keeping of livestock is not permitted.
- K. The South Fork of the Provo River can cause a flooding problem. Each fall Members along the waterway will make sure all debris is removed from the stream to alleviate the possibility of flooding the next spring.
- L. Members should be familiar with the fire hydrant system and provide immediate assistance to neighbors as required in case of fire.
- M. No fire shall be started upon any lot except in a fireplace or fire pit constructed and maintained in such a manner as to prevent fire from spreading beyond the fireplace or pit. No accumulation of fire-starting materials shall be kept in such a manner as to constitute a fire hazard. All fires must be completely extinguished before leaving the premises.

IN WITNESS WHEREOF, Vivian Park Homeowners Association (a non-profit corporation), has properly approved these Bylaws and has caused its name to be signed by its President, and its corporate seal affixed, attested to by its Secretary the 14th day of July 2012.

VIVIAN PARK HOMEOWNERS ASSOCIATION

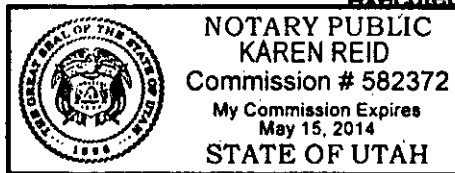
(Corporate Seal)



By Laura P. Dunn
President

ATTEST:
Kathi Cavaliere
Secretary

In the County of Utah, State of Utah, on this 2nd day of February, 2013, a notary public, personally appeared Laura Dunn + Kathi Cavaliere proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.



Karen Reid
Notary Signature and seal