

**BYLAWS OF
RIM VILLAGE VISTAS HOMEOWNERS ASSOCIATION, INC.**

A Nonprofit Corporation

Article 1

Offices

The principal and designated office of the corporation shall be located at 1443 East 1250 South, Provo, Utah 84606. The corporation may have other offices at such places within or without the State of Utah which may serve as the principal office as the Board of Trustees may from time to time determine.

Article 2

Members

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

Section 2. Voting Rights. Members shall be divided into two Classes, with the following voting rights:

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

Class B. Class B shall consist of the Developers, who shall be the sole members of Class B. Class B members shall be entitled to five (5) votes for each Unit (as described in the CC&RS), that has

received Final Plat Approval, which developer owns. Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

a. When the total number of votes held by all Class A members equals 75% of the total number of Units in the project held by the Class B members; provided, however, that Class B membership shall be restored upon the annexation of additional Units to the property pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions of the Rim Village Vistas Development, if and so long as the number of Class B votes after such annexation exceeds the number of Class A votes; or

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

Article 3

Meetings of Members

Section 1. Annual Meeting. The Annual Meeting of the Members of the Association shall be held on January 15 of each year at such location as designated by the Governing Board. In the event that the annual meeting is not held on or before September 15 of any year, an annual meeting may be called by any ten members having voting rights or by members having the right to cast ten percent of the votes entitled to be cast at such meeting, whichever is greater.

Section 2. Special Meetings. Special meetings of the Members may be called by the Governing Board or by a block of members having together the right to cast one-third of the votes entitled to be cast at such special meeting.

Section 3. Other Meetings. Other meetings of members may be held at such place within or without the State of Utah, as may be determined from time to time by the Governing Board.

Section 4. Notice of Meetings. Written notice stating the place, date and hour of all meetings of Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 days before the date of the meeting, either personally or by mail, by or at the

direction of the Governing Board or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. Quorum. The Members present in person or by proxy (i.e. family member of the Member or another Member of the Association only) at any meeting shall constitute a quorum. The vote of a majority of the votes entitled to be cast by Members present in person or by proxy shall be necessary for the adoption of any matter voted on at a meeting.

Article 4

Governing board

Section 1. Qualifications. The affairs of the corporation shall be managed by the Governing Board. The Governing Board shall consist of no fewer than 3 and no more than 9 Trustees, all of whom must be Members of the Association.

Section 2. Number, election and terms of Trustees. The number of trustees may be increased or decreased from time to time by an amendment to the bylaws, but in no event shall the Association have fewer than 3 trustees. Each trustee shall be elected at an annual or special meeting and shall be elected for a term of three years. Each trustee shall hold office for the term for which he is elected and until his successor shall have been elected. Trustees shall serve staggered terms such that the terms of office of 1/3 of the trustees shall expire each year.

Section 3. Vacancies. Any vacancy occurring in the Governing Board by reason of resignation, removal or otherwise, may be filled by the affirmative vote of a majority of the remaining trustees. Any trusteeship to be filled by reason of an increase in the number of trustees may be filled by the Governing Board.

Section 4. Voting. A trustee may vote in person or by proxy executed in writing by the trustee

or by the trustee's duly authorized attorney in fact. Trustees representing a majority of the votes entitled to be cast by all trustees shall constitute a quorum for the transaction of business at any meeting of the trustees. The act of trustees constituting a majority of the votes represented at a meeting at which a quorum is present shall be the act of the Governing Board.

Article 5

Rental of Units

Section 1. Each individual Owner may choose, at his discretion, to rent the unit or home and contact the rental management company of his choice.

Article 6

Parking and Storage

Section 1. RV and Boat Parking. The Governing Board, at its discretion, shall designate within the development parking areas for short-term parking of recreational vehicles and boats. The Governing Board shall from time to time determine the adequacy of such parking and the period of time which may be considered "short-term" for the parking of recreational vehicles and boats. Any parking of recreational vehicles or boats by Occupants which does not qualify as short-term parking shall be arranged by such Occupant at an outside location.

Section 2. Vehicle Parking. Occupant's vehicles may be parked only in garages when driveways are shared with other town homes, and designated additional parking areas. Any additional parking must be authorized by the Governing Board. Vehicles may not be parked on either side of any residential street posted "fire lane." Any vehicle parked in said lane will be ticketed and/or towed at Occupant's expense with no notice given. Vehicles parked on lawns or landscaping, curbs or sidewalks will be subject to any assessment for damages at a cost deemed appropriate by the Governing Board. This assessment will be chargeable to the Owner of the Unit and shall be a lien against the unit. The rules herein shall apply to Guests of Occupants.

Section 3. Non-operating vehicles. No non-operating vehicles or vehicles without current registration may be parked anywhere except garages. All vehicle repairs must be done in closed garages as soon as possible.

Section 4. Fire Lanes. On residential street posted as "fire lanes" both sides of the street must be kept clear in order to allow passage of vehicles. Non-compliance may result in towing of said vehicle at the expense of its owner, without notice. This rule also applies to guests.

Article 7

Rules and Regulations

The term "occupant" as used herein shall mean any owner, agent, lessee or tenant of RIM VILLAGE VISTAS Multi-Family Subdivision. The term "premises" as used herein, shall mean the building unit of RIM VILLAGE VISTAS in which "occupant" resides or has an ownership interest.

Section 1. Occupant. Occupant will abide by the rules and regulations of RIM VILLAGE VISTAS Association as set forth in the By-laws and the Covenants and Restrictions of the Association. Copies of those documents are available upon request from Management. Occupants are also responsible for any violations or damage to RIM VILLAGE VISTAS by their GUESTS (i.e. adults, children or pets, etc.).

Section 2. Premises. Occupant has use and control of the premises itself, together with the patio and garage. Driveways of all town home units are not considered private. All other areas, including roadways, walkways, parking indentations and lawn areas are the property of the Association and may be used only as authorized by the Association.

Section 3. Structural modifications. All external structural modifications must be submitted to the Board of Directors in writing for approval. Any structure erected, placed or added to any unit must CONFORM to RIM VILLAGE VISTAS as to property boundaries, color code, roofing materials, etc. Approval is given only after these specifications have been satisfied.

Section 4. External equipment. No TV antennas (provisions have been made for the owners to

sign up for cable TV through the homeowner's association), basketball hoops, or other materials or equipment may be affixed to any part of the exterior of the building or deck and patio walls. No clothing, blankets or other material may be draped over any of the walls or hung in any of the Common Areas or viewed from a common area.

Section 5. Debris. The driveways are for vehicle access ONLY. Appliances, furniture, equipment, car parts or other unsightly items ARE NOT ALLOWED. Garbage or recycled materials must be disposed of in the dumpster or recycle bin provide by the Association. The Association Manager reserves the right to remove any of the above, at the owner's expense, and by the request from the Governing Board, if notice is given for clean up and not complied with.

Section 6. Garden. Any garden plots located in patio areas are for the sole use of occupant. Additionally, it is the responsibility of the occupant to keep this area free of debris and or weeds.

Section 7. Pets. All pets must be leashed and under the control of their owners when not on the occupant's premises. Pet owners must clean up after their pets. No pets will be permitted to run loose. No pet will be permitted to be a noise problem. The patio areas MUST be cleaned on a continual basis of all pet feces, etc. Pet deposits drastically erode the cement. Non-compliance will result in a citation from the Health Department for offenders. All damage caused by pet deposits is the responsibility of unit owners.

Section 8. Sports Equipment. "Big Wheels" are not permitted in the common areas. Hardballs, softballs, or other objects which can do damage to siding or windows will not be permitted. The Association or Management reserves the right to confiscate any recreational or play equipment which it deems hazardous to persons or property, only to be returned to occupant upon occupant's express agreement to abide by this rule. RIM VILLAGE VISTAS Association encourages all occupants to utilize the recreational area located within the Project.

Section 9. Children. All children in Rim Village Vistas must have their activities supervised. Any vandalism or misconduct will not be allowed. Parents will be held accountable for any misconduct and/or

damages incurred by their children. All children are expected to respect the rights of other owner's property by playing in their own yards or in the common areas.

Section 10. Noise. Noise levels must be kept at a minimum at all times and will not be allowed to disrupt the peace. This includes all persons or pets who constantly disturb other occupants (i.e., loud music, barking dogs and/or any domestic disputes). Chronic cases of disturbances will be dealt with and possible citations will be issued, if necessary, for non-compliance.

Section 11. Personal disputes. Units are individually owned, and should be regarded as one's home. THEY ARE NOT APARTMENTS. As such, all disputes with neighbors should be worked out DIPLOMATICALLY between parties concerned. Management WILL NOT become involved in personal disputes. Neighbors are encouraged to create a committee and approach a problem neighbor with their grievances in a proper manner to try to resolve any disputes. In cases of any violent disputes, vandalism or other illegal activities, local law enforcement should be called.

Section 12. Rental Addendum. All Owners/Agents shall be required to have a rental addendum signed by their lessees as a COMPANION form to their standard lease agreement. This addendum lists the guidelines of residency in Rim Village Vistas. Copies shall be as follows: one (1) copy to be retained by Owner/Agent, one (1) copy to lessee(s) and one (1) copy of Rim Village Vistas Rules and Regulations shall also be given to lessee(s). This shall be the RESPONSIBILITY of ALL Owner/Agents in the future. Lessee(s) shall then be informed of all rules in Rim Village Vistas.

Section 13. Association meetings. Rim Village Vistas Association has a regularly scheduled meeting which will be posted at mailbox locations. Any discussion or problem of any occupant should be addressed to the Board of Directors at these times. Meetings are open to all owners and all owners are urged to attend.

Section 14. Rights of the Association. The Association reserves the right to enforce these rules and regulations, the rules and regulations of Rim Village Vistas Association as set forth in the By-laws and the

Covenants, Conditions and Restrictions of the Association in any manner which it deems appropriate, including but not limited to the towing of improperly parked vehicles, impounding of animals, and the removal of property in violation of these rules, all at the owner's expense. The Association also reserves the right, after written notice to occupant, owner or agent, to levy a special assessment against the premises which shall become, if not paid, a lien against the Unit. Written notice shall mean the mailing of a First-Class Certified Notice to the last known address of occupant/owner or agent (Return Receipt Requested). A seven (7) day period will be allowed to correct any infraction following receipt of Certified Notice.

Section 15. Use of Amenities. Owners of both Single Family Dwellings and Town Homes within the Subdivision being developed by Henderson and Watson will have the opportunity to use the amenities in Rim Village Vistas, such as pool, tennis court, picnic pavilion or whatever amenities exist.

Article 8

Perpetual Maintenance Agreement

Section 1. Agreement to Maintain. The Home Owners Association agrees to maintain all common areas of the development, which includes driveways to Town Home units along with the retention basin area on the Meador property. It is further agreed that no amendments to the maintenance agreement can be made without written prior approval of the County Council.

Section 2. Blanket Easement. The Rim Village Vistas Homeowner's Association holds a blanket easement for maintenance of everything from the exterior walls out on the Town Homes. On the Single Family Homes, individual owners are completely responsible for the maintenance, repairs, and upkeep on the interior and exterior of the homes as well as their front & back yards.

Section 3. Property Taxes . RVVHOA agrees to pay property taxes on the triangular Detention Pond on the North end of the Bill Meador property.

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

My Commission Expires:

[Handwritten Signature]

Trustee #3, Rim Village Vistas Homeowners Association

STATE OF UTAH)

: ss.

COUNTY OF GRAND)

On this 10th day of Feb., 2005, personally appeared before a trustee, who being by me duly sworn, did say that he/she is a trustee of the RIM VILLAGE VISTAS HOMEOWNERS ASSOCIATION, and that the foregoing Declaration was signed on behalf of said Association by their authority

Notary Public *[Handwritten Signature]*

Residing at: Moab Utah

My Commission Expires: 1-4-2009

