

WHEN RECORDED MAIL TO:
RIM VILLAGE III, L.L.C.
3071 SO. HWY. 191
MOAB, UT 84532

Ent 487873 Bk 737 Pg 234 - 237
Date: 12-AUG-2008 9:29AM
Fee: \$55.00 Cash
Filed By: VAR
MERLENE MOSHER DALTON, Recorder
GRAND COUNTY CORPORATION
For: RIM VILLAGE III LLC

NOTICE

TO WHOM IT MAY CONCERN:

WHEREAS, Declarant, Rim Village III, L.L.C., a Utah Corporation, is the developer of the following described property located in Grand County, Utah;

**Rim Village Vistas Subdivision
Phase I, Lots 1A1 through 1A8;
Phase II, Lots 2A1 through 3A8;
Phase III, Lots 4A1 through 5A8;
& any and all future phases.**

WHEREAS, it is the desire and intention of the Developer to amend the current Declaration of Protective Covenants, Conditions, and Restrictions affecting the property known as Rim Village Vistas subdivision, dated July 29, 2004 and recorded March 4, 2005 as No. 466437 in Book 0641 Pages 148-171 in the Office of the Grand County Recorder. The Second Amendment to the Declaration of Covenants is attached.

NOW THEREFORE, Developer makes it known that the above Declaration of Protective Covenants shall apply to all phases and lots in Rim Village Vistas subdivision, Phase I, II, III, and all future phases.

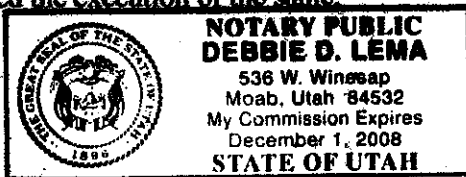
THIS NOTICE is made this 12 of August, 2008.

Executed below by the Developer, Henderson Builders, LLC, a Utah limited liability company, and Member of Rim Village III, L.L.C.

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

STATE OF UTAH)
).SS.
COUNTY OF GRAND)

On this 12 day of August, 2008, personally appeared before me Charles C. Henderson, who being by me duly sworn, did say that he is a Member Manager of Henderson Builders, LLC, a Utah limited liability company, which is a Member of Rim Village III, L.L.C., and that the foregoing Declaration was signed on behalf of said limited liability company by authority of a resolution of its owners, and he duly acknowledged to me that said company has authorized the execution of the same.



Notary Public [Signature]
Residing at: 3686 Spanish Valley Dr. Ct.
Moab UT 84532

My Commission Expires: 12/1/08

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

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED by Declarant and Developer on the 8th day of August, 2008.

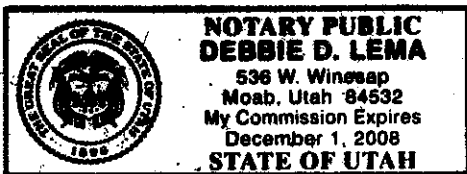
Rim Village III, L.L.C., a Utah
limited liability company

By: [Signature]

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

STATE OF UTAH)
).SS
COUNTY OF GRAND)

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



[Signature]
Notary Public

My Commission Expires: 12/1/08

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