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JOHN ALAN CORTES, Recorder  
GRAND COUNTY CORPORATION  
For: RIM VILLAGE HOMEOWNERS ASSOCIATION

BYLAWS  
OF  
RIM VILLAGE  
HOMEOWNERS ASSOCIATION, INC.

August 2013

# BYLAWS

of

## Rim Village Homeowners Association, Inc.

The following Bylaws are adopted by the Members of the Rim Village Homeowners Association Board of Directors as the administrative Bylaws of Rim Village Homeowners Association, Inc. (the "Association"). The words and terms defined in the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Rim Village Homeowners Association (the "Restated Declaration") adopted herewith, shall have the same meaning when used in these Bylaws. These Bylaws are adopted pursuant to UCA 57-8a-216.

### ARTICLE I

#### PLAN OF LOT OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the foregoing Restated Declaration of Rim Village Homeowners Association, Inc., which is located in Grand County, State of Utah. These Bylaws shall govern the administration of Rim Village and its Association of Owners.
- 1.2 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Restated Declaration or any amendments thereto, the provisions in the Restated Declaration shall in all instances govern and control.
- 1.3 **Office and Registered Agent.** The principal office of the corporation shall be located at the Rim Village Development in Grand County, Utah. 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 Directors may from time to time determine. The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him or her.
- 1.4 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Rim Village shall be subject to and abide by these Bylaws. 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.

## ARTICLE II ASSOCIATION

- 2.1 **Composition.** The Association of Owners is a mandatory association consisting of all Lot Owners at Rim Village.
- 2.2 **Voting.** The Association shall have one class of voting membership. All Owners shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held.
- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.
- 2.4 **Annual Meeting.** The Annual Meeting of the Members of the Association shall be held on or about the second Saturday of February of each year at the clubhouse in the Rim Village development, or at such other time and location as designated by the Board of Directors. 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.
- 2.5 **Special Meetings.** The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least ten percent (10%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least ten (10) days and not more than thirty (30) days in advance of such meeting, stating the purpose thereof as well as the time, date and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. In lieu of mailing a notice as provided herein by regular U.S. Mail, notice may be sent electronically as provided in Section 15.11 of the Restated Declaration.
- 2.7 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Association Documents, and shall not be more than thirty (30) days delinquent in the payment of all Assessments due to the Association.

- 2.8 **Proxies.** The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Owners or the legal representative of an organizational Owner may be proxies.
- 2.9 **Quorum.** Thirty-five percent (35%) (37 units equals 35% of the Owners) of the Members present in person or by proxy 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. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.
- 2.10 **Order of Business.** The order of business at all meetings of the Association shall be as follows:
- (a) roll call and determine if a quorum is present;
  - (b) proof of notice of meeting;
  - (c) reading of minutes of preceding meeting;
  - (d) reports of officers;
  - (e) report of special Boards, if any;
  - (f) election of inspectors of election, if applicable;
  - (g) election of Board Members, if applicable;
  - (h) unfinished business; and
  - (i) new business.
- 2.11 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

**ARTICLE III  
BOARD OF DIRECTORS**

3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors, all of whom must be Members of the Association.. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Restated Declaration, and may do all such acts and things necessary to operate and maintain Rim Village as required by the provisions in the Restated Declaration. The Board may delegate its authority to an Association Manager. Subject to any limitations or provisions contained in the Restated Declaration, the Board shall be responsible for at least the following:

- (a) Preparation of an annual budget;
- (b) Determining the annual assessment of each Owner;
- (c) Managing the Association (directly or with the assistance of the Association Manager);
- (d) Maintaining the Common Areas and Facilities;
- (e) Collecting the Assessments;
- (f) Depositing the Assessment into a federally insured interest bearing account or accounts;
- (g) Adopting and amending Rules and Regulations;
- (h) Enforcing the Association Rules and Regulations and Restated Declaration;
- (i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Restated Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (k) Commencing legal action when necessary;
- (l) Purchasing and maintaining insurance;
- (m) Paying the cost of all services rendered to the Association and not billed directly to Owners of individual Lots.
- (n) Keeping books and records of the Association;
- (o) Providing common utility services as needed;
- (p) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (q) Giving notice of alleged violations of the Association Documents and providing the alleged violator the opportunity to be heard;
- (r) Levying fines, sanctions and citations;
- (s) Making emergency repairs;
- (t) Towing or impounding motor vehicles;
- (u) Evicting non-Owner residents in material violation of the Association Documents or who have created and failed to abate a nuisance;
- (v) Doing such other things and acts necessary to accomplish the foregoing.

3.2 **Number, election and terms of board Members** The number of Board Members

serving on the Board of Directors shall be no fewer than three (3) and no more than five (5). The number of Board Members may be increased or decreased from time to time by an amendment to the Bylaws. Each Board Member shall be elected at an annual or special meeting and shall be elected for a term of three (3) years. Each Board Member shall hold office for the term for which he is elected and until his successor shall have been elected. Board Members shall serve staggered terms such that the terms of office of one-third (1/3) of the Board Members shall expire each year.

- 3.3 **Qualification.** Only individual Owners and Owners who act as a trustee of a trust which holds title to a Unit shall be eligible for Board Membership.
- 3.4 **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than every two months.
- 3.5 **Special Meetings.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
- 3.6 **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.7 **Quorum and Voting.** A Board Member may vote in person or by proxy executed in writing by the Board Member or by the Board Member's duly authorized attorney in fact. Board Members representing a majority of the votes entitled to be cast by all Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of Board Members constituting a majority of the votes represented at a meeting at which a quorum is present shall be the act of the Board of Directors.
- 3.8 **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

- 3.9 **Removal of Board Member.** A Board member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.
- 3.10 **Compensation.** Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
- 3.11 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep minutes of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- (a) **Open Meetings.** A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.
  - (b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
  - (c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
- 3.12 **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### **ARTICLE IV OFFICERS**

- 4.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The

Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

- 4.2 **Election of Officers.** The officers of the Association shall be elected annually by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.
- 4.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 4.4 **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.
- 4.5 **Vice-president.** The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.
- 4.6 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
- 4.7 **Treasurer.** The Treasurer shall have custody of all funds and securities. He or she shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He or she shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President



and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

## **ARTICLE V FISCAL YEAR**

- 5.1 The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

## **ARTICLE VI AMENDMENT TO BYLAWS**

- 6.1 **Amendments.** These Bylaws may be amended by:
- (a) The affirmative vote, with or without a meeting, of a majority of the Owners; and
  - (b) The filing of an instrument for record in the office of the County Recorder of Grand County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners.
- 6.2 **Consent in Lieu of Vote.** Whenever these Bylaw require (i) the authorization or approval of a transaction, (ii) the assent or affirmative vote of the Owners, or (iii) the approval by a stated percentage or number of the Owners, such requirement may be fully satisfied by obtaining (with or without a meeting and whether an Owner is present or represented by proxy at a meeting), the written consent or approval to such transaction or vote from Owners entitled to cast the stated percentage or number of votes required. The following additional provisions shall govern the application of this Section:
- (a) All consents or votes must be obtained within ninety (90) days after the first consent or vote is given by any Owner.
  - (b) The total number of votes required for the applicable authorization of approval shall be determined as of the date on which the last vote is received or consent is signed.
  - (c) Any change in ownership of a Unit which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
  - (d) The consent of any Owner whose membership is appurtenant to a Unit shall be effective for all Owners of a Unit.

**Article VII  
NOTICE**

- 7.1 **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, (a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or (b) if to the Board or the Association Manager, at the principal office of the Association Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. In lieu of mailing a notice as provided herein by regular U.S. Mail, The Board may send notice electronically as provided in Section 15.11 of the Restated Declaration.

**ARTICLE VIII  
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

- 7.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.
- 7.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Restated Declaration.
- 7.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 7.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 7.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 7.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.
- 7.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Grand County.

**CERTIFICATION**

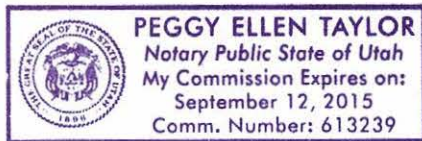
It is hereby certified that the Bylaws of Rim Village Homeowners Association, Inc. were adopted pursuant to a Resolution of the Rim Village Homeowners Association Board of Directors on the 10<sup>th</sup> day of August, 2013.

**RIM VILLAGE HOMEOWNERS ASSOCIATION, INC.**

By: Melanie Taylor  
Its: Trustee and Sec.

STATE OF UTAH            )  
  ss:  
COUNTY OF GRAND        )

On the 27 day of August, 2013, personally appeared before me MELANIE TAYLOR, officers of Rim Village Homeowners Association, Inc., who being by me duly sworn did say that the foregoing instrument was signed by them on behalf of Rim Village Homeowners Association, Inc.



Peggy Ellen Taylor  
NOTARY PUBLIC  
Peggy Ellen Taylor