



**RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
&
BYLAWS
FOR
RIM VILLAGE HOMEOWNERS ASSOCIATION**

**THE RIM VILLAGE
DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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**RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RIM VILLAGE HOMEOWNERS ASSOCIATION**

Ent 494708 Bk 759 Pg 416 - 451
Date: 23-APR-2010 9:23:09AM
Fee: \$175.00 Check
Filed By: VAR
MERLENE MOSHER DALTON, Recorder
GRAND COUNTY CORPORATION
For: RIM VILLAGE HOME OWNERS ASSOCIA
TION

Revised & Restated November 14, 2009
Approved March 31, 2010

**RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RIM VILLAGE HOMEOWNERS ASSOCIATION**

This Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Rim Village Homeowners Association (“Restated Declaration”) is made and executed this the 14th day of April, 2010, by the Unit Owners at Rim Village Town Homes, all of whom are Members of Rim Village Homeowners Association, Inc., (the “Association”), a planned unit development in Moab, Utah.

RECITALS

- A. The Unit Owners in the Association are the record owners of those units and that real property more particularly described in Exhibit “A” attached hereto.
- B. Rim Village Townhomes was created upon the recording of a “Declaration of Covenants, Conditions and Restrictions of Rim Village Townhomes PUD Phase I, II & III, dated September 4, 2002, and recorded in the office of the Grand County Recorder on September 27, 2002, as Entry No. 458355, in Book 0587, beginning on page 234 (hereinafter the “Enabling Declaration”);
- C. A residential development consisting of landscaped areas, open spaces, recreational areas and facilities, and other common areas has been created within the various phases of Rim Village Town Homes PUD.
- D. The Association desires to provide for preservation of the values and amenities of the property and for maintenance of the common areas. To this end and for the benefit of the property and of the owners thereof, the Association desires to subject the units situated on the real property described in Exhibit “A” to the provisions of this Restated Declaration.
- E. The Association has deemed it desirable for the efficient preservation of the values and amenities of the units, the unit owners, and the common area property to create an entity which possesses the power to maintain and administer the common areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Restated Declaration. For such purpose the Association shall continue to be incorporated under the laws of the State of Utah, as a nonprofit corporation known as the Rim Village Homeowners Association, Inc.

- F. Rim Village Townhomes were constructed in accordance with the plans and drawings contained in various Record of Survey Maps filed for record with the Grand County Recorder, State of Utah. The unit owners own the fee title to the individual Units contained in Rim Village, together with the undivided Ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions restrictions, limitations and easements herein set forth. The Unit Owners desire to amend the Enabling Declaration and to update and modify provisions thereof.

NOW THEREFORE, the Unit Owners of Rim Village hereby restate and amend the Enabling Declaration for Rim Village as well as all amendments to the Enabling Declaration recorded against the real property located in Grand County, Utah, known as Rim Village Town Homes PUD and more fully described on Exhibit "A" attached hereto. By adopting this Restated Declaration, the Enabling Declaration and all amendments to the Enabling Declaration are hereby replaced by this Restated Declaration.

The Rim Village Enabling Declaration is hereby restated and amended as follows:

ARTICLE I

DEFINITIONS

When used in this Restated Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

- 1.1 "Act" shall mean and refer to the Utah Community Association Act, Title 57, Chapter 8a, Utah Code Annotated (1953), as the same may be amended from time to time.
- 1.2 "Association" shall mean and refer to the Rim Village Homeowners Association, a Utah nonprofit corporation, which is charged with the responsibility to manage, operate and maintain the Common Areas and Units as set forth herein.
- 1.3 "Association Manager" shall mean and refer to any person or entity appointed or employed as the manager or managing agent by the Association.
- 1.4 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.5 "Common Areas" shall mean all real property (including the improvements thereto) which are not part of a Unit. Such Common Area shall include, but shall not be limited to, easements granted for the common use and enjoyment of others.
- 1.6 "Common Maintenance Areas" shall mean those parts of the Property and the Units, whether owned in common or owned in fee simple by a Unit Owner, which are to be insured, repaired and maintained by the Association. Common Maintenance Areas include those items and areas wherein the Association is responsible for insurance, replacement, maintenance or repair. Common Maintenance Areas include but are not limited to the following:

- (a) roofs, foundations, columns, girders, studding, joists, beams, supports, exterior main walls and interior nonbearing walls, driveways and sidewalks; excluding colored and stamped concrete, floors, ceilings, and doors; to the interior boundaries of the Units. Such exterior maintenance shall not include glass surfaces. Provided that the following shall not be part of the Common Maintenance Areas but shall be considered an “Unit Interior” which shall be the responsibility of the Unit Owner to repair, maintain and replace: paint, wallpaper, carpeting, tiles, hardwood flooring, or other such decorative surface coverings or finishes.
 - (b) yards, grounds, walkways and parking areas landscaping, fire lanes, mail boxes, refuse facilities, club house, pool and spa, driving areas which provide access to the Units, and any guest parking or other parking areas not assigned to Units;
 - (c) any and all other apparatus and installations of common use and all other parts of the Property necessary or convenient to its existence, maintenance or safety, or normally in common use.
- 1.7 “**Limited Common Areas**” shall mean and refer to those common areas and facilities designated in this Restated Declaration or the Plat as reserved for use of a certain Unit Owner to the exclusion of the other Unit Owners. Unit Owners are responsible to repair, maintain, and replace Limited Common Areas, which include but are not limited to:
- (a) Unit’s patio, including concrete slab, patio gates, natural gas stub, hose bib, wall art and glass surfaces;
 - (b) exterior lighting, wiring, plumbing, sewer lines, ducts, electrical, equipment, sanitary equipment, telephone and any other equipment installed and designated for the use of a specific unit;
- 1.8 “**Member**” shall mean and refer to every person or entity that is an Owner of a Unit in the Association.
- 1.9 “**Mortgage**” shall mean any first mortgage, first deed of trust or trust deed of the act of encumbering any Unit or any property by mortgage, trust deed or deed of trust; and “**Mortgagee**” shall mean any first mortgagee and any trustee or beneficiary of a first trust deed or deed of trust.
- 1.10 “**Owner**” shall mean and refer to the person(s) or entity who is the owner of record (in the office of the County Recorder of Grand County, Utah) of a fee simple or an undivided fee simple interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or included a mortgagee, or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 1.11 “**Plat**” or “**Plats**” shall mean and refer to those plats on file in the office of the County Recorder of Grand County, Utah (i) which cover a portion of the entire tract; (ii) which

describe or create one or more Units; or (iii) in which an instrument recorded in conjunction therewith there is expressed the intent that the subdivision created by the Plat shall comprise a part of the Property.

- 1.12 “**Property**” shall mean the real property constituting Rim Village Town Homes as indicated on the Plats, and includes the Units set forth and described in the Plats.
- 1.13 “**Quorum**” shall mean the presence of not less than thirty-five percent (35%) (37 units out of 104 units), of the Members present in person or by proxy at any meeting of the Association.
- 1.14 “**Recreation Areas and Facilities**” or “**Recreational Areas**” shall mean and refer to all recreational areas and amenities constructed at Rim Village and owned by the Members of the Association for the use and benefit of all Members who own Units.
- 1.15 “**Restated Declaration**” shall mean this Restated Declaration of Covenants, Conditions and Restrictions for Rim Village Townhomes.
- 1.16 “**Unit**” shall mean and refer to a structure located on a Unit (as identified on a Plat”), which is designed and intended for use and occupancy as a residence, together with all improvements which are used in conjunction with such residence. A Unit is separately and independently owned by an Owner.
- 1.17 “**Unit Interior**” shall mean and refer to those items which Unit Owners both own and are responsible to repair, maintain, replace and/or insure. The homeowner is responsible to repair, maintain, replace and insure the Unit Interior from the drywall in. The air conditioner, front door, garage door, glass and any hardware associated with these items are considered part of the Unit Interior.

ARTICLE II

PROPERTY DESCRIPTION

- 2.1 **Submission.** The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Restated Declaration consists of the following described real property in Grand County, State of Utah:

See Exhibit “A” attached hereto and incorporated herein by this reference as well as the Rim Village plats contained in Exhibit “A”.

There is reserved unto the Association, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for the Association or for any assignee of the Association (in a manner which is reasonable and not inconsistent with the provisions of this Restated Declaration): (i) to construct and to improve the Common Areas with such facilities (including, but not limited to, roads, walkways, and various landscaped areas) designed for the use and enjoyment of all

Members as the Association may reasonably determine to be appropriate; and (ii) to maintain, repair, create and construct such Recreational Areas and Facilities as the Association may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the Property is traversed, or partially occupied by a permanent improvement or utility line, a perpetual easement for each improvement or utility line shall exist.

All of the foregoing is subject to all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way of records.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1 **Membership.** 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.
- 3.2 **Voting Rights.** 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.
- 3.3 **Multiple Ownership Interests.** In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting by another Owner of the same Unit, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.
- 3.4 **Record of Ownership.** Every Owner shall promptly cause to be duly filed of record with the Grand County Recorders Office the conveyance document (or in the case of contract buyer, a copy of the sales contract) associated with the Owner's purchase of a Unit, and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Units.
- 3.5 **Removal of Directors.** A director may be removed from the Association's Board of Directors, with or without cause, by a vote of the Owners at the annual meeting of the

Association or at a special meeting of the Association called for that purpose. To be removed from the Board of Directors by a vote of the Owners, a quorum must be present at the meeting and a majority of votes of the members present at the annual or special meeting, in person or by proxy, must vote to remove the director. If a director is removed prior to the end of the director's term, the remaining members of the Board of Directors shall appoint a Member of the Association to fill the remainder of the term of the removed director.

ARTICLE IV

DUTIES AND POWERS OF THE ASSOCIATION

- 4.1 **Duties of the Association.** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Restated Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:
- (a) The Association shall accept all Owners as members of the Association.
 - (b) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas and Common Maintenance Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
 - (c) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Restated Declaration.
 - (d) The Association may employ a responsible corporation, partnership, firm, person, or other entity as the Association Manager to manage and control the Common Areas and Common Maintenance Areas, subject at all times to direction by the Board of Directors, with such administrative functions and powers as shall be delegated to the Association Manager by the Board of Directors. The compensation of the Association Manager shall be such as shall be specified by the Board of Directors. Any agreement appointing an Association Manager shall be terminated by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. An Association Manager must be an independent contractor and shall not be an agent or employee of the Association. No employee of the Association Manager, nor any individual or entity that possesses any form of ownership interest in the Association Manager's business, may serve on the Association's Board of Directors.
- 4.2 **Powers and Authority of the Association.** The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or

permitted to be done by the Association under and by virtue of this Restated Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit for the purpose of maintaining and repairing such or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of the Architectural Control section of this Restated Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf or any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Restated Declaration or any rules and regulations promulgated by the Board of Directors, or to enforce by mandatory injunction or otherwise all of the provisions of this Restated Declaration and such rules and regulations.

- (b) In fulfilling any of its duties under this Restated Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Units (to the extent necessitated by the failure of the Owners of such Unit) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas and Common Maintenance Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas and Common Maintenance Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract, and pay for, or otherwise provide for:
 - i. Construction, maintenance, repair and landscaping of the Common Areas and Common Maintenance Areas on such terms and conditions as the Board of Directors shall deem appropriate;
 - ii. Such insurance policies or bonds as the Board of Directors may deem appropriate for the protection or benefit of the Association, the members of the Board of Directors and the Owners;
 - iii. Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone and gas services, as the Board of Directors may from time to time deem desirable;
 - iv. The services of architects, engineers, attorneys and certified public

accountants and such other professional or nonprofessional services as the Board of Directors may deem desirable;

- v. Fire, police and such other protection services as the Board of Directors may deem desirable for the benefit of the Owners or any of the Property; and
- vi. Such materials, supplies, furniture, equipment, services and labor as the Board of Directors may deem necessary.

(c) The Board of Directors may delegate to the Association Manager any of its powers under this Restated Declaration; provided, however, that the Board of Directors cannot delegate to such Association Manager the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

4.3 **Association Rules.** The Board of Directors from time to time and subject to the provisions of this Restated Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things; (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the regulation of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4.4 **Limitations and Liability.** No Member of the Board of Directors acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board of Directors, any committee or the Association Manager.

4.5 **Indemnification of the Board of Directors.** The Association shall indemnify every director and officer and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit, or proceeding to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct, and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

4.6 **Frivolous Claims.** It shall be a violation of these Articles and Sections of this Restated Declaration for a unit owner to assert a frivolous claim against the Association, any of its officers or directors, its Board of Directors, or its Association Manager. Further, the Association shall have the right to recover its attorney fees and costs from any unit owner asserting a frivolous claim. As used herein, a frivolous claim shall mean any claim, which is without reasonable basis in law or fact.

ARTICLE V

ASSESSMENTS

- 5.1 **Personal Obligation and Lien.** 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 all special assessments, reimbursement assessments, annual 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. All such amounts shall be, constitute, and remain (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit, nor shall any Owner have the right of set-off for claims maintained by an Owner. In a voluntary conveyance of a Unit the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney fees, which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.
- 5.2 **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas and Common Maintenance Areas, establishment and funding of a reserve to cover major repair or replacement or improvements within the Common Areas and Common Maintenance Areas; maintenance and repair of the exteriors of Units; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Restated Declaration, the Bylaws, or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance and repair and replacement of those elements of the Common Areas and Common Maintenance Areas that must be replaced on a periodic basis.
- 5.3 **Maximum Annual Assessments.** The maximum monthly increase in assessments each year by the Board of Directors without a vote of the membership shall not be more than ten percent (10%) of the previous year's assessment. Such monthly assessment shall continue in effect for the following twelve (12) months, which period shall be deemed to be the assessment period.
- 5.4 **Special Assessments.** The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of the Common Areas and Common Maintenance Areas. Any such special assessment must be first approved by not less than thirty-five percent (35%) (37 units out of 104 units) of the

votes of the Members present in person or represented by proxy and entitled to cast a vote at a meeting duly called for the purpose. Notice setting forth the purpose of such meeting shall be sent to all Owners at least thirty (30) but no more than sixty (60) days prior to the meeting date.

- 5.5 **Quorum Requirements.** The quorum at any meeting required for any action authorized by Section 5.4 above shall be as follows: At the first meeting called, the presence of Owners or proxies entitled to cast thirty-five percent (35%) (37 units out of 104 units) of the votes of the Members shall constitute a quorum. If a quorum is not present at the first meeting, or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4 above). If a quorum is not present at the first meeting, information will be distributed for discussion and matters requiring a vote will be executed via ballot submitted by mail or email; or no such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.
- 5.6 **Effect of Nonpayment - Lien, Interest, Late Fees, Voting.** Any assessment (whether monthly, special or Special Reimbursement Assessment) not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Unit. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1.5 %) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Unit or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney fees, court costs and every other expense incurred by the Association in enforcing its rights. All past due fees or assessments shall incur a late fee of not more than \$50.00 per month, as set forth in a written late fee policy adopted by the Board of Directors. An Owner's voting privileges and pool/spa, clubhouse access and cable TV are automatically suspended for any Owner who is more than thirty (30) days delinquent in the payment of any assessment, and shall remain suspended until all assessments are paid current. Should cable TV be suspended, Owner will pay reconnect fees.
- 5.7 **Subordination of Lien to Mortgages.** The Association's lien for any assessment owed to the Association shall be junior to the lien created by the Mortgage from a lender or financial institution. The owner of any Mortgage who forecloses a Unit shall own the Unit free from the Association's lien for delinquent assessments. Following the foreclosure of a Mortgage, if there are any proceeds remaining in excess of the amount necessary to pay the Mortgage, the Association shall receive the excess proceeds up to the amount of its lien. The sale or transfer of a Unit by foreclosure shall not relieve any Owner from paying assessments becoming due following the foreclosure.
- 5.8 **Maintenance Fees and Assessments.** Monthly maintenance fees and assessments are specifically levied and collected for the sole purpose of maintaining and repairing the Common Areas and Common Maintenance Areas of the Property. In the event a Unit owner allows their patio or any other area identified herein as a Limited Common Area to fall into a state of disrepair, the Association reserves the right as to complete the repairs and assess the unit owner the cost of the repairs as a Special Reimbursement Assessment.

ARTICLE VI

COLLECTION OF DELINQUENT FEES FROM TENANTS

- 6.1 **Collecting Fees from Renters.** If the Owner of a unit who is leasing the Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid.
- 6.2 **Notice to Unit Owner.** The Board shall give the Unit Owner written notice of the Board's intent to demand full payment of all delinquent assessments from the Owner's tenant. This notice shall be sent by regular first class mail to the last known address of the Owner, as provided on the records of the county recorder or as provided by the Unit Owner to the Board. The notice shall inform the Owner that all delinquent assessments must be paid to the association within ten (10) days from the date the notice is mailed to the Unit Owner, and if payment is not received within ten (10) days, the Board shall notify the tenant that future lease payments shall be paid to the association and not to the Unit Owner. This notice to the Owner shall also:
- (a) provide that the Board will give notice to the tenant that full payment of remaining lease payments will begin with the next monthly payment unless the delinquent assessment is paid by the Unit Owner within ten (10) days from the date contained on the notice;
 - (b) state the amount of the delinquent assessment due, including any interest or late payment fee;
 - (c) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and;
 - (d) contain a copy of this amendment authorizing the Board to collect delinquent HOA fees from tenants, and a copy of the state law (U.C.A. 57-8a-205) authorizing such action to be taken.
- 6.3 **Notice to Tenant.** If the Unit Owner fails to pay the amount of the assessment due within the ten (10) day period specified in the notice, the Board shall deliver written notice to the tenant that informs the tenant that all future payments due from the tenant to the Owner shall be paid to the association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Unit Owner. The notice provided to the tenant shall also state:
- (a) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease

payments due to the association;

- (b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the association; and
- (c) payment by the tenant to the association will not constitute a default under the terms of the lease agreement with the Unit Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

6.4 **Disbursement of Funds Collected.** All funds paid to the association pursuant to the notice shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the association.

6.5 **Terminating Collection.** Within five business days of payment in full of the assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification shall be mailed to the Unit Owner.

6.6 **Definition of Lease.** As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any person or persons, other than the Unit Owner, for which the Unit Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE VII

PROHIBITING USE OF RECREATIONAL FACILITIES BY DELINQUENT OWNERS

7.1 **Termination of Rights.** When a Unit Owner fails or refuses to pay any assessment when due, the Board of Directors may, after giving notice and an opportunity to be heard as provided herein:

- (a) terminate an owner's right of access and use of recreational facilities, including the Association pool, spa and clubhouse.

7.2 **Service of Notice.** Before terminating cable TV services or right of access and use of recreational facilities under the preceding section, the Association Manager or Board shall give written notice of the delinquency to the Unit Owner as follows:

- (a) Delivering a copy of the notice to the Unit Owner personally; or
- (b) Sending a copy through email, certified or registered mail, addressed to the Unit Owner at his or her place of residence; or

- 7.3 **Content of Notice.** The written notice shall state:
- (a) cable TV services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within at least 48 hours;
 - (b) the amount of the assessment due, including any interest or late payment fee; and
 - (c) the right to request a hearing.
- 7.4 **Right to Hearing.** A Unit Owner who is given notice under the preceding section may request an informal hearing to dispute the assessment by submitting a written request to the Board of Directors within 14 days from the date the notice is received. The hearing shall be conducted as follows: Within 14 days of receiving the written request for hearing, the Board of Directors shall schedule an informal hearing at which time the requesting Unit Owner will be given an opportunity to present evidence and witnesses supporting the Unit Owner's position. No formal rules of evidence will be required, and the Board of Directors can receive the evidence submitted by the requesting Unit Owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting Unit Owner, the Board of Directors may also produce evidence supporting its decision to deny access to the Unit Owner. However, the intent of the hearing is to listen to the violating Unit Owner's explanations and not to have a trial. The Board of Directors may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.
- 7.5 **Postponement of Termination Until Hearing.** If a hearing is requested, utility services or right of access and use or recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.
- 7.6 **Reinstatement of Rights.** Upon payment of the assessment due, including any interest, late payment fee or attorney fees, the manager or Board of Directors shall immediately take action to reinstate the terminated utility services to the unit.

ARTICLE VIII

PROPERTY RIGHTS AND CONVEYANCES

- 8.1 **Easement Concerning Common Areas.** Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides in such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

8.2 **Limitation on Easement.** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to govern by rules and regulations the use of the Common Areas by the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable user charges for the use of facilities (other than open areas) within the Common Areas and reasonable limitation on the number of guests per Owner who at any given time are permitted to use the Common Areas;
- (b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Unit remains unpaid and for a period not exceeding thirty (30) days for any infraction by such Owner of the provisions of this Restated Declaration or of any rule or regulation promulgated by the Board of Directors;

8.3 **Reservation of Access and Utility Easements.** The Association reserves easements for access, electrical, gas, communications, cable television and other utility purposes and sewer, drainage and water facilities (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Grand County or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association.

ARTICLE IX

USE RESTRICTIONS

9.1 **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Units.

9.2 **Use of Units.** No Unit shall be used, occupied, or altered in violation of the law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas and Common Maintenance Areas. Occupancy for Units that are rented nightly cannot exceed eight (8) guests.

9.3 **Recreational Vehicles.** The Board of Directors may designate within the development parking areas for short-term parking of recreational vehicles and boats. The Board of Directors 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. For purposes of this Section, “short-term” means for a period of time not exceeding ten (10) consecutive days. No Boats, trailers, large trucks, and commercial vehicles belonging to Owners or other residents of the Property shall be parked on the Property except in accordance with rules established by the Board of Directors. Any parking of recreational vehicles or boats by Owners or residents which does not qualify as short-term parking shall be arranged by such Occupant at location outside of Rim Village.

- 9.4 **Vehicle parking.** An Owner’s or resident’s vehicle may be parked only in the garage or driveway area connected to the Lot, and any other designated additional parking areas. Any additional parking must be authorized by the Board of Directors. Vehicles may not be parked on either side of any residential street posted “firelane.” Any vehicle parked in a firelane will be ticketed and/or towed at Occupant's expense without prior notice. Vehicles parked on lawns or landscaping, curbs or sidewalks will be subject to an assessment for damages at a cost equivalent to the damage done and as deemed appropriate by the Board of Directors. This assessment will be chargeable to the Owner of the Unit and may be a lien against the unit. Any improperly parked vehicle may be towed at the Owner’s expense. The rules herein shall also apply to guests and leasee’s.
- 9.5 **Non-operating vehicles– Repairs.** Non-operational vehicles and those vehicles without a current registration may not be parked in the Common Area, and may only be parked in an Owner’s garage. All vehicle repairs must be performed inside of a garage. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any street or other Common Area, except that these restrictions shall not apply to emergency repairs to vehicles.
- 9.6 **Fire Lanes.** On residential street posted as “fire lanes” both sides of the street must be kept clear of parked vehicles to permit passage of vehicles. Non-compliance may result in towing of any improperly parked vehicle at the expense of its owner and without prior notice. This rule also applies to guests.
- 9.7 **Pets.** No animals other than two household dogs or cats shall be kept or allowed in any Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Unit, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No exterior structure for the care, housing or confinements of any such pets shall be maintained. Patios must be kept clean and free of debris and feces. Any Owner or other resident within the Property who violates this Section shall be subject to such penalty or fines as established by rules adopted by the Board of Directors.
- 9.8 **No Exterior Apparatus.** No air conditioning unit or other appliance or apparatus, laundry, bedding, garment or other like item, shall be placed within the Common Areas and Common Maintenance Areas or outside of any Unit. No such item placed within any Unit shall be located so as to be readily visible from the Common Areas.
- 9.9 **Common Areas.** The Common Areas of the Property shall be improved and used only

for the following purposes:

- (a) Vehicular and pedestrian access to and from and movement within the Property, and space for temporary vehicular parking.
 - (b) Recreational use by Owners and occupants of Units and their guests.
 - (c) Beautification of the Property.
 - (d) Privacy for the Owners and occupants of Units.
 - (e) Such other uses as shall be determined from time to time by the Board of Directors for the benefit of members of the Association, following consultation with the Board and Architectural Control Committee.
- 9.10 **Insurance.** No use shall be made of any Unit which shall cause the improvements within the Property or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance commonly known as condominium or renters insurance. Failure of an Owner to secure insurance shall not relieve the Owner from any obligations set forth in this Restated Declaration.
- 9.11 **Nuisances.** A nuisance is anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. Nuisances are prohibited. Additionally, no rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Unit, so as to render such Unit or portion thereof unsanitary, unsightly, offensive, or detrimental to other Unit Owners of the Property. No Unit shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Units. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bird feeders, wind chimes, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed outside Units.
- 9.12 **Right of Entry.** During reasonable hours and upon reasonable notice, any member of the Architectural Control Committee or any member of the Board of Directors, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building exterior, Limited Common Area or Lot and the improvements thereon, to ascertain whether the provisions of the restrictions contained in the rules and regulations of the Board of Directors or of the Association have been or are being complied with.
- 9.13 **Signs.** No such fixed signs (including without limitations business related signs,) shall be erected or maintained on any Unit except:
- (a) Such signs as may be required by legal proceedings.

- (b) Residential identification signs of a combined total face area of seventy-two (72) square inches or less for each Unit.
 - (c) A “For Sale” or “For Rent” sign, to the extent permitted by the Board of Directors.
 - (d) Seasonal signage and decorations are permitted to the extent that they are not permanently fixed and do not interfere with routine maintenance. Such signage and decorations must be removed within two weeks of the conclusion of an event or seasonal celebration.
- 9.14 **Trash Containers and Collection.** All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board of Directors.
- 9.15 **External equipment** No basketball hoops, or other materials or equipment may be affixed to any part of the exterior of the Unit, building or patio wall. No clothing, blankets or other material may be draped over any of the fences.
- 9.16 **Debris** The driveway and garages are for vehicle parking 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 provided by the Association. The Association has the right to remove any of the above, at the owner's expense and by the request from the Board of Directors, if a notice for clean up is given and is not complied with.
- 9.17 **Sports Equipment** “Big Wheels” and similar type toys are not permitted in the Common Areas. Hardballs, softballs, or other objects which can do damage to stucco or windows will not be permitted. The Association reserves the right to remove any recreational or play equipment which it deems hazardous to persons or property and shall return the equipment only upon occupant's express agreement to abide by this rule. Rim Village Association encourages all occupants to utilize the recreational area located near the clubhouse for recreational activities.
- 9.18 **Children** All children under the age of twelve in Rim Village must have their activities supervised by an adult. Any vandalism or misconduct will not be allowed. Parents are responsible for any misconduct and/or damages incurred by their children. Children are to respect the rights of other Owner's property by playing in their own Unit or in the Common Areas.
- 9.19 **Enforcement of Land Use Restrictions.** Any Owner and the Association shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Restated Declaration. The prevailing party in an action for the enforcement of any provisions of this Restated Declaration shall be entitled to collect court costs and reasonable attorney fees.

ARTICLE X

ARCHITECTURAL CONTROL

- 10.1 **Architectural Control Committee.** The Board of Directors of the Association shall appoint a three-member Committee the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board of Directors itself shall perform the duties required of the Committee.

ARTICLE XI

INSURANCE

- 11.1 **Hazard Insurance.** The Board of Directors shall obtain and maintain a company or companies for the HOA real property insurance including buildings (exclusive of the value of the land, foundations, excavation and other items normally excluded from coverage) for the units and Common property contained within the HOA. Such insurance shall afford protection (to the extent possible) against the following:
- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and
 - (b) Such other risks as would customarily be covered with respect to projects similar in construction, location and use.
- 11.2 **Liability Insurance.** The Board of Directors shall procure and maintain Public Liability Insurance to insure the Association and the Board of Directors against bodily injury and property damage arising out of the condition of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board of Directors may decide, but not less than those limits customarily carried by properties of comparable character and usage in Grand County nor less than \$1,000,000.
- 11.3 **Additional Insurance; Further General Requirements.** The Board of Directors may also procure insurance which shall insure the Common Areas and Common Maintenance Areas and the Association or the Owners and others against such additional risks as the Board of Directors may deem advisable.
- 11.4 **Fidelity Coverage.** The Association shall maintain fidelity coverage to protect against dishonest acts on the part of officers, Directors, Association Manager and employees of the Association and all others who handle, or are responsible for handling funds of the Association.
- 11.5 **Review of Insurance.** The Board of Directors shall periodically, and when ever requested

by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Unit who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board of Directors shall be available for inspection by any Owner.

11.6 Unit Interior Not Insured by Association.

(a) The Association shall have no duty of responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering the Unit Interior and the personal property contained therein and acts and events therein. Accordingly, Owners of Units in the Property shall obtain fire, extended coverage and liability insurance therefore.

11.7 Separation of Insurance Coverage Between HOA Master Policy and Unit Owner Policy. The Rim Village master policy will provide property and hazard coverage for the building housing an Owner's Unit from the "sheetrock out." As such the building structures (the Common Maintenance Area) including walls, roof, etc. will be insured under this policy. The individual Unit Owners will need to purchase their own HO-6 policy to cover their Unit from the "paint in." This personal policy coverage for the individual Unit Owner will need to include glass, paint, carpet, wall/window coverings, cabinets, appliances, plumbing fixtures, furnace and A/C compressor, water heater, front doors, garage doors and all hardware pertaining to these items. The clubhouse structure, including business personal property, will be insured under the HOA master policy for the complete building and HOA contents within. The master policy will also provide coverage for the Association-owned fences and outdoor signs.

11.8 Liability of Owners for Damage by Member. Each Member shall be liable to the Association for any damage to Association Property or for any expense or liability incurred by the Association, to the extent not covered by Association insurance, which may be sustained by reason of the negligence or willful misconduct of such Member or any person using the Association Property through such Member and for any violation by such Member or any such person of this Restated Declaration or any rule or regulation adopted by the Association. The Association shall have the power, as elsewhere provided in this Restated Declaration to levy and collect an Assessment against a Member, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Restated Declaration or of such rules and regulations.

ARTICLE XII

DESTRUCTION OR DAMAGE

In the event of damage to or destruction of part or all of the improvements in the Property, the following procedures shall apply:

12.1 If proceeds of the insurance maintained by the Association are alone sufficient to repair

or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried under the direction of the Board of Directors.

- 12.2 If less than seventy-five percent (75%) of the Property's improvements are destroyed or subsequently damaged, and if proceeds of the insurance maintained by the committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency.
- 12.3 If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Unit Owners, within 100 days after the destruction or damage, by a vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed by the Board of Directors.
- 12.4 If seventy-five percent (75%) or more of the project's improvements are destroyed or subsequently damaged, if proceeds of the insurance maintained by the committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements, the Board of Directors shall promptly record with the Grand County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of subsection (1) through (4) §57-8-31, Utah Code Annotated (1953 as amended), shall apply and shall govern the rights of all parties having an interest in the Property or any of the Units.
- 12.5 In the event of substantial damage to or destruction of any Unit or to seventy-five percent (75%) or more of the project's improvements, the mortgagees of any affected Unit, and all mortgagees in the event seventy-five percent (75%) of the project's improvements are damaged or destroyed, shall be given written notice within 30 days of such damage or destruction. No provision herein will entitle the Owner of a Unit or other party to priority over such mortgagee with respect to the distribution to such Unit of any insurance proceeds.
- 12.6 Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Board of Directors. Any determination which is required to be made by this Article regarding the extent of damage to or destruction of project improvements shall be made as follows: The Board or Directors shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Article shall be the average of the three appraisal figures.

ARTICLE XIII

CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board of Directors and shall be used promptly by the Board of Directors to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hand of the Board of Directors which are proceeds for the taking of any portion of the Common Areas shall be disposed of in a manner as the Board of Directors shall reasonably determine provided, however, that in the event of taking in which any Unit is eliminated, the Board of Directors shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Unit in the Association and the Common Area to such Owner and first Mortgagee of such Unit, as their interest shall appear.

ARTICLE XIV

RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Restated Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

- 14.1 **Right to Examine Association Records.** Any first Mortgagee shall have the same right to inspect the books and records of the Association and receive audited financial statements as the Owner of the Unit securing the Mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statement to be audited.
- 14.2 **Right to Pay Taxes and Charges.** First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE XV

MISCELLANEOUS

- 15.1 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Restated Declaration shall be deemed to have been properly furnished if delivered, mailed, postage prepaid, or emailed to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery, mailing, or emailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Association Manager

or the President of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Association Manager or any member of the Architectural Control Committee, or the Board of Directors, as the case may be.

- 15.2 **Amendment.** Except as specifically limited elsewhere in this Restated Declaration, this Restated Declaration 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.
- 15.3 **Consent in Lieu of Vote.** Whenever this Restated Declaration requires (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.
- 15.4 **Lease Provisions.** Any Owner may lease his Unit and contract with the rental management company of his choice provided, however, that any lease agreement between an Owner and a Lessee must be in writing and must provide, inter alia, that:
- (a) The terms of the Lease shall in all respects be subject to the provisions of the Restated Declaration, the Articles of Incorporation, and the Bylaws of the Association; and
 - (b) Any failure by the Lessee to comply with the terms of such documents shall

constitute a default under the Lease.

(c) Occupancy for Units that are rented nightly cannot exceed eight (8) guests.

- 15.5 **Interpretation.** The captions which precede the Articles and Sections of this Restated Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Restated Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Restated Declaration. Nothing in this Restated Declaration shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any business for profit on behalf of any or all the Owners.
- 15.6 **Covenants to Run With the Land.** This Restated Declaration and all the provisions hereof shall constitute covenants that run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Unit, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units or in the Common Areas shall be subject to the terms of this Restated Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Restated Declaration. By acquiring any interest in a Unit and in the Common Areas, the party acquiring such interest consents to and agrees to be bound by, each and every provision of this Restated Declaration.
- 15.7 **Duration.** The covenants and restrictions of this Restated Declaration shall perpetually remain in effect and run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Restated Declaration, their respective legal representatives, heirs, successors and assigns, unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Units and their First Mortgagees, if any, voted in favor of such termination.
- 15.8 **Effective Date.** This Restated Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Grand County, Utah.
- 15.9 **Abrogation.** All provisions and articles of these Articles and Sections of this Restated Declaration shall be held and considered to be valid and cannot be abrogated should a member of the Board of Directors or any executor or administrator fail to enforce any Article set forth therein.

- 15.10 **Rim Village Website.** Owners desiring to contact the Board of Directors may communicate with the Board or with the Association Manager by email or by phone. Current contact information is provided at: rimvillagehoa.org
- 15.11 **Notification by Website and Email.** The Association desires to communicate electronically with Members to the fullest extent possible. All members who desire to receive notification of Association meetings and business shall provide an email address to the Association secretary and shall request, via email to the Association secretary, that the Association send notification of all Association meetings and business to the email address of the requesting member. The Association secretary shall thereafter send an electronic notice via email of all Association meetings and business to Members who request electronic notification in this manner. No electronic notice sent pursuant to the provisions of this paragraph shall be valid unless the requesting Member acknowledges receiving the electronic notice by replying to the email sent by the Association secretary and verifying that the electronic notice has been received and accepted. Members who (a) request electronic notice, (b) and verify that they have received electronic notice from the Association of any Association business or meeting, are deemed to have waived any claim against the Association that the Association's notice is not adequate and may not thereafter challenge or assert that the notice they received is not adequate, proper, or in compliance with the Declaration or Utah law.
- 15.12 **Satellite Dishes.** The installation of a satellite dish requires approval from the building committee or the Board of Directors. A non-penetrating roof mount is mandatory for all satellite dish installations; with the exception that an alternative installation has been previously approved by the Board or Architectural Committee; and the installation of the satellite dish should be done by the Board recommended installer.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that this Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Rim Village Homeowners Association has been approved by an affirmative vote of a majority of the Owners of Units within Rim Village.

Dated: April 14, 2010

RIM VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: DUANE R STEWART By: 
Its: TRUSTEE, PRESIDENT OF Its:
BOARD OF TRUSTEES, Rim Village
HOMEOWNERS ASSOCIATION

STATE OF ~~UTAH~~ Colorado
COUNTY OF Garfield

On the 14 day of April, 2010, personally appeared before me Duane R Stewart, and _____, 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.

OFFICIAL SEAL
ANGELA K. BAUM
NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES 06-01-2013


NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION OF UNITS

Exhibit "A"

SURVEYOR'S CERTIFICATE

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HERE-AFTER TO BE KNOWN AS RIM VILLAGE CONDOMINIUMS, PHASE I AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT THE SE CORNER OF THE CARMICHEAL PARCEL, SAID CORNER BEARS S 57°53'52"W 1339.42 FT. FROM THE NE CORNER SECTION 27, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE S 37°10'43"E 238.31 FT. (RECORD=S 37°17'E 240.2 FT.), THENCE S 89°42'46"W (RECORDE=S 89°40'W) 45.17 FT., THENCE S 36°10'54"E 2.75 FT., THENCE S 52°43'00"W 158.94 FT., THENCE ALONG THE ARC OF A 283.00 FT. RADIUS CURVE TO THE RIGHT 269.25 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 79°58'22"W 259.21 FT.), THENCE N 72°46'17"W 120.45 FT., THENCE ALONG THE ARC OF A 50.00 FT. RADIUS NON-TANGENT CURVE TO THE RIGHT 85.00 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 72°46'17"W 75.13 FT.), THENCE ALONG THE ARC OF A 283.00 FT. RADIUS CURVE TO THE RIGHT 198.43 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 52°41'05"W 194.39 FT.), THENCE N 57°24'08"E 66.00 FT., THENCE N 32°35'52"W 64.11 FT., THENCE NORTH 69.50 FT. TO A CORNER ON THE SOUTH LINE OF THE CARMICHEAL PARCEL, THENCE WITH SAID LINE S 89°53'43"E (RECORD=EAST) 601.57 FT. TO THE POINT OF BEGINNING. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.

BEARINGS ARE BASED ON A LINE BETWEEN THE NE CORNER AND THE NW CORNER SECTION 27 (BEARING FROM VALLEY CONTROL=S 89°56'01" E).

July 31, 98
DATE

Timothy M. Keogh
TIMOTHY M. KEOGH



27.

SURVEYOR'S CERTIFICATE

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HERE— AFTER TO BE KNOWN AS EXEPTION PLAT FOR BUILDING E, RIM VILLAGE TOWN HOMES, PHASE II.

BOUNDARY DESCRIPTION

DESCRIPTION OF LANDS WITHIN SECTION 27, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS S 44° 28' W 1415.5 FT. FROM THE NE CORNER SECTION 27, T 26 S, R 22 E, SLM AND PROCEEDING THENCE S 36° 10' E 15.0 FT., THENCE S 53° 50' W 3.0 FT., THENCE S 36° 10' E 15.5 FT., THENCE S 53° 50' W 15.5 FT., THENCE S 36° 10' E 42.0 FT., THENCE N 53° 50' E 15.5 FT., THENCE S 36° 10' E 15.5 FT., THENCE N 53° 50' E 3.0 FT., THENCE S 36° 10' E 15.0 FT., THENCE S 53° 50' W 12.0 FT., THENCE S 36° 10' E 3.0 FT., THENCE S 53° 50' W 5.5 FT., THENCE S 36° 10' E 6.0 FT., THENCE S 53° 50' W 11.0 FT., THENCE N 36° 10' W 4.0 FT., THENCE S 53° 50' W 34.0 FT., THENCE S 36° 10' E 4.0 FT., THENCE S 53° 50' W 11.0 FT., THENCE N 36° 10' W 6.0 FT., THENCE S 53° 50' W 5.5 FT., THENCE N 36° 10' W 3.0 FT., THENCE S 53° 50' W 12.0 FT., THENCE N 36° 10' W 15.0 FT., THENCE N 53° 50' E 3.0 FT., THENCE N 36° 10' W 15.5 FT., THENCE N 53° 50' E 15.5 FT., THENCE N 36° 10' W 42.0 FT., THENCE S 53° 50' W 15.5 FT., THENCE N 36° 10' W 15.5 FT., THENCE S 53° 50' W 3.0 FT., THENCE N 36° 10' W 15.0 FT., THENCE N 53° 50' E 12.0 FT., THENCE N 36° 10' W 3.0 FT., THENCE N 53° 50' E 5.5 FT., THENCE N 36° 10' W 6.0 FT., THENCE N 53° 50' E 11.0 FT., THENCE S 36° 10' E 4.0 FT., THENCE N 53° 50' E 34.0 FT., THENCE N 36° 10' W 4.0 FT., THENCE N 53° 50' E 11.0 FT., THENCE S 36° 10' E 6.0 FT., THENCE N 53° 50' E 5.5 FT., THENCE S 36° 10' E 3.0 FT., THENCE N 53° 50' E 12.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 5858 SQ. FT., MORE OR LESS.

BEARINGS ARE BASED ON A LINE BETWEEN THE NE CORNER AND THE NW CORNER SECTION 27 (BEARING FROM VALLEY CONTROL=S 89° 56' 01" E)

IER SECTION 27,
R 22 E, SLM

CAP MONUMENT

JM CAP SET BY

SURVEYOR'S CERTIFICATE

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HERE-AFTER TO BE KNOWN AS RIM VILLAGE TOWN HOMES PHASE III AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

DESCRIPTION OF LANDS WITHIN SECTION 27, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS S 50° 42' 14" W 1665.25 FT. FROM THE NE CORNER SECTION 27, T 26 S, R 22 E, SLM AND PROCEEDING THENCE WITH THE WESTERLY BOUNDARY OF RIM VILLAGE PHASE II S 10° 21' 00" E 279.24 FT., THENCE S 89° 56' 00" W 361.83 FT., THENCE N 4° 09' 31" W 169.46 FT., THENCE N 88° 09' 02" W 12.09 FT., THENCE N 4° 02' 33" E 59.66 FT., THENCE S 83° 45' 51" E 13.10 FT., THENCE N 11° 14' 21" E 98.07 FT., THENCE WITH THE SOUTH RIGHT-OF-WAY OF GEMINI BRIDGES LANE ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE LEFT 61.14 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 86° 26' 31" E 57.40 FT.), THENCE WITH SAID R-O-W S 72° 46' 17" E 120.45 FT., THENCE WITH SAID R-O-W ALONG THE ARC OF A 283.00 FT. RADIUS CURVE TO THE LEFT 128.81 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 85° 48' 39" E 127.70 FT.) TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON A LINE BETWEEN THE NE CORNER AND THE NW CORNER SECTION 27 (BEARING FROM VALLEY CONTROL=S 89° 56' 01" E).

11-2-2000

Timothy M. Keogh
REGISTERED LAND SURVEYOR

FROM : KEOGH LAND SURVEYING

FAX NO. : 435-259-8171

Mar. 03 2003 10:34AM P1

KEOGH LAND SURVEYING
REGISTERED LAND SURVEYORS
45 E. Center - P.O. Box 396
MOAB, UT 84532

(435) 259-8171
Telephone and Fax

SURVEYOR'S CERTIFICATE

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HERE-AFTER TO BE KNOWN AS RIM VILLAGE TOWN HOMES PHASE IV AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

DESCRIPTION OF LANDS WITHIN SECTION 27, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH BEARS S 57° 38' 28" W 1880.17 FT. FROM THE NE CORNER SECTION 27, T 26 S, R 22 E, SLM AND PROCEEDING THENCE WITH THE WESTERLY BOUNDARY OF RIM VILLAGE PHASE III S 11° 14' 21" W 98.07 FT., THENCE N 83° 45' 51" W 13.10 FT., THENCE S 4° 02' 33" W 59.66 FT., THENCE S 88° 09' 02" E 12.09 FT., THENCE S 4° 09' 31" E 169.46 FT., THENCE S 89° 56' 00" W 387.07 FT., THENCE N 0° 02' 00" E 154.51 FT., THENCE N 39° 42' 56" E 377.10 FT., THENCE WITH THE SOUTHERLY RIGHT-OF-WAY OF GEMINI BRIDGES LANE ALONG THE ARC OF A 283.00 FT. RADIUS CURVE TO THE LEFT 178.90 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 54° 39' 39" E 175.94 FT.), THENCE WITH SAID RIGHT-OF-WAY ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE LEFT 23.86 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 37° 44' 31" E 23.63 FT.) TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON A LINE BETWEEN THE NE CORNER AND THE NW CORNER SECTION 27 (BEARING FROM VALLEY CONTROL=S 89° 56' 01" E).

Mar. 3, 03
DATE

Timothy M. Keogh
TIMOTHY M. KEOGH



E 459771 R 0597 P 054

07/20/2004 09:37 4352598171

KEOGH LAND SURVEYING

PAGE 02

07/13/2004 16:17 801-375-7189

PAM WATSON

PAGE 02

FROM : KEOGH LAND SURVEYING

FAX NO. : 435-259-8171

Oct. 06 2003 01:52PM P2

KEOGH LAND SURVEYING
REGISTERED LAND SURVEYORS
45 E. Center • P.O. Box 396
MOAB, UT 84532

(435) 259-8171
Telephone and Fax

BOUNDARY DESCRIPTION OF RIM VILLAGE PHASE V

DESCRIPTION OF LANDS WITHIN SECTION 27, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF RIM VILLAGE TOWN HOMES PHASE I, SAID CORNER BEARS S 67°44'18"W 1876.03 FT. FROM THE NE CORNER SECTION 27, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE WITH THE WEST LINE OF SAID PHASE I THE FOLLOWING FOUR COURSES: SOUTH 89.80 FT. TO A CORNER, THENCE S 32°35'52"E 64.11 FT. TO A CORNER, THENCE S 57°24'08"W 86.00 FT. TO A CORNER, THENCE WITH THE WEST RIGHT OF WAY OF GEMINI BRIDGES LANE ALONG THE ARC OF A 283.00 FT. RADIUS CURVE TO THE LEFT 19.52 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 34°34'29"E 19.52 FT.), THENCE WITH THE NW BOUNDARY OF RIM VILLAGE TOWN HOMES PHASE IV S 39°42'56"W 377.10 FT. TO A CORNER, THENCE N 0°02'00"E 44.29 FT. TO A CORNER, THENCE N 89°33'30"W 77.67 FT. TO A CORNER, THENCE NORTH 110.00 FT. TO A CORNER, THENCE N 45°00'00"W 85.00 FT. TO A CORNER, THENCE N 15°00'00"W 160.00 FT. TO A CORNER, THENCE N 5°00'00"W 111.00 FT. TO A CORNER, THENCE WITH THE SOUTH LINE OF CARMICHAEL S 89°53'43"E (RECORD-EAST) 425.64 FT. TO THE POINT OF BEGINNING AND CONTAINING 3.08 ACRES, MORE OR LESS. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.

BEARINGS ARE BASED ON A LINE BETWEEN THE NE CORNER AND THE NW CORNER SECTION 27 (BEARING FROM VALLEY CONTROL-S 89°56'01" E).

Oct. 6, 2003
DATE

Timothy M. Keogh
TIMOTHY M. KEOGH



PHASE 6

(7 Four-plexes, 28 town homes)

A PARCEL OF LAND LYING WITHIN THE A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-TWO (22) EAST, S.L.M., GRAND COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF RIM VILLAGE TOWN HOMES, PHASE V AMENDED, AS SHOWN ON THE PLAT RECORDED MAY 13, 2004 IN BOOK 625, PAGE 31 IN THE OFFICE OF THE COUNTY RECORDED, GRAND COUNTY, UTAH, FROM WHICH THE BLM BRASS CAPPED MONUMENT SET FOR THE NORTHEAST CORNER OF SAID SECTION 27 BEARS SOUTH 89°53'43" EAST, 425.84 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID RIM VILLAGE TOWN HOMES, PHASE V AMENDED, AND NORTH 67°44'18" EAST, 1876.03 FEET;

THENCE ALONG AN EXISTING FENCE LINE NORTH 89°53'43" WEST, 486.37 FEET TO A POINT FROM WHICH A REBAR WITH CAP MARKED LS 171004 BEARS NORTH 00°04' EAST, 1.1 FEET;

THENCE SOUTH 00°03'43"W, 417.64 FEET TO A REBAR WITH CAP MARKED LS 171004;

THENCE SOUTH 89°34'00" EAST, 583.88 FEET TO THE SOUTHWESTERLY CORNER OF SAID RIM VILLAGE TOWN HOMES, PHASE V AMENDED;

THENCE ALONG THE BOUNDARY LINE OF SAID RIM VILLAGE TOWN HOMES, PHASE V AMENDED THE FOLLOWING COURSES:

- 1) NORTH, 110.08 FEET;
- 2) NORTH 45°00'00" WEST, 65.00 FEET;
- 3) NORTH 15°00'00" WEST, 160.00 FEET;
- 4) NORTH 05°00'00" WEST, 111.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 5.12 ACRES, MORE OR LESS.

BYLAWS

of

Rim Village Homeowners Association, Inc.

The following Bylaws are adopted by the Members of the Rim Village Homeowners Association 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.

ARTICLE I

PLAN OF UNIT 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 Unit 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 or Association Manager to hand deliver or mail, by regular U.S. mail postage prepaid, or, 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 Unit 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 Unit 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 or Association Manager 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 one (1) days nor more than thirty (30) days after the set time for the original meeting; or matters requiring a vote shall be handled via mail in ballot or email ballot. 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. Association Manager may not act as a signatory on any financial accounts on behalf of the Association;
- (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 Units.
- (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 the 2nd Saturday of each month; or as determined by the Board 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 or email, 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 suspended until a special meeting or Annual Meeting is held, whichever ever occurs first, and will 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 or 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 Unit 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

- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.

- 8.5 **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.
- 8.6 **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.
- 8.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Grand County.