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WHEN RECORDED RETURN TO:  
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Book - 9169 Pg - 7396-7414  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CIRRUS PROPERTIES  
PO BOX 171014  
HOLLADAY UT 84117  
BY: ZJM, DEPUTY - WI 19 P.

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIVER PARK ESTATES,  
a Utah planned residential development**

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Park Estates, a Utah planned residential development (the "Declaration") is made and executed by the River Park Estates Homeowners Association, Inc., of P. O. Box 171014, Salt Lake City, Utah 84117 (the "Association").

RECITALS:

A. The original Declaration of Covenants, Conditions and Restrictions for River Park Estates, a Utah planned residential development, was recorded in the Office of the County Recorder of Salt Lake County on September 25, 1996 as Entry No. 6463560 at Page 345 (the "Original Declaration").

B. Management and control of River Park Estates has since been transferred by the original Declarant, or its successors in interest, to the Association.

C. This document affects the following-described land situated in the City of Draper, Salt Lake County, State of Utah, more particularly described as follows:

All Lots of RIVER PARK ESTATES, a Utah planned residential development, Phases 1 through 6, inclusive, according to the Official Plat thereof of record in the Office of the County Recorder of Salt Lake County, Utah, together with an undivided ownership interest in the Common Areas and Facilities appurtenant thereto.

All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "Lots", and one of the Lots shall be referred to in this Declaration as a "Lot".

D. The Property is an area of unique natural beauty, featuring distinctive terrain.

E. By re-submitting the Property to this Declaration, it is the desire, intent and purpose of the Association to create a single family residential subdivision in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject

to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

F. The Association is an association of all of the Lot Owners at River Park Estates acting as a group in accordance with the Original Déclaration.

G. The Association is executing this Declaration as the agent and for the benefit and protection of all of the Lot Owners and Lots.

H. All of the voting requirements of the Original Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of River Park Estates and the Lot Owners thereof, the Association hereby executes this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Park Estates, for and on behalf of all of the Lot Owners, and hereby declares as follows:

Section 1: Effect of Declaration. The covenants, conditions and restrictions contained in this Declaration shall constitute covenants running with the land of each Lot, equitable servitude, and shall restrict and govern the use of each Lot regardless of the subsequent sale or transfer thereof.

Section 2: Restrictions With Respect To Animals. No cattle, pigs, sheep, goats, chickens, or turkeys shall be raised, bred, slaughtered, rendered, or otherwise kept upon any Lot for any purpose whatsoever. In addition, no other type of animals (including, but not limited to, elk, deer, moose, buffalo, mink, and ermine) and no fowl of any kind (including, buy not limited to, geese, ducks, and pheasants), shall be raised, bred, slaughtered, rendered or otherwise kept on a Lot (i) in furtherance of any commercial endeavor or enterprise, (ii) for the purpose of providing leather, fur, hides, or similar products, or (iii) for the purpose of providing meat or eggs for distribution, sale, or consumption.

Section 3: Permitted Animals. Household pets only are permitted, such as dogs, cats, small birds, fish, etc.

Section 4: Architectural Control. The Architectural Control Committee shall be composed of the Board of Trustees of the River Park Estates Homeowners Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor. Neither members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in letter form. The Owner must submit a set of formal plan specifications and site plan to the Committee before who the preview process can commence. In the event the Committee or its designated representative fails to approve or disapprove the

submittal within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Control Committee believes that an awareness and enforcement of the restrictive covenants will maintain and enhance the desirability of living in and property values at River Park Estates for all Owners and residents.

Section 5: Other Architectural Control. Following approval as outlined in Section 4, the residence shall be designed and constructed as the Lot owner shall determine so long as the color, style, materials, and design of the residence are reasonably compatible with the style, materials, color, and design of the residences of the other Lots. No house in subdivision shall be built less than 1,300 sq. ft. for ramblers and 1,527 sq. ft. for two story structures. All exterior shall consist of stucco, brick or stone. No aluminum siding will be allowed in the subdivision.

Once a residence is constructed, the owner(s) of the Lot upon which it is situated shall maintain the residence in a state of good condition and repair.

**Outbuildings, Sheds, Storage Buildings:** To maintain the integrity of the neighborhood, it is preferred that all outbuildings, sheds, and storage buildings be constructed with the same or similar exterior finish as the existing house. All outbuildings, sheds, and storage buildings must be installed on a gravel or concrete foundation. Outbuildings, sheds, and storage buildings must be installed or built behind the side yard setback. All plans and specifications for outbuildings, sheds, and storage buildings must be presented to the Architectural Control Committee for approval prior to the commencement of any construction. In the event the Committee or its designated representative fails to approve or disapprove the plans within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**No Waiver of Future Approvals:** The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

**Variance:** The Architectural Control Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

Limitation of Liability. Neither the Association, Board of Trustees, Architectural Control Committee, not or any member, agent or representative thereof, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Committee and its members shall be defended and indemnified by the Association as provided herein.

Section 6: Obligation for Maintenance of Fence The River Park Estates Homeowners Association will maintain the fence along 12300 South. The construction, maintenance and cost of any other fence in the subdivision is the responsibility of the respective homeowner(s) owning the fence.

Section 7: Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 8: Nuisances. No noxious or offensive activity or condition shall be created or maintained upon any Lot, nor shall anything be done thereon which may be or may bother, annoy or disturb the neighborhood or any residents, or interfere with their quiet and peaceful enjoyment of their premises.

No signs, billboards, nor advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, except that a single sign not more than 2 feet X 3 feet in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. Temporary public notice and/or personal signs may be erected for a period not to exceed 72 consecutive hours. All sign placement to be in accordance with local City of Draper sign ordinances then in effect.

Section 9: Temporary Structure. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 10: Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. No trash, ashes, nor any other refuse may be dumped or thrown, or otherwise disposed of, on any Lot herein before described or any part or portion thereof. All homes must subscribe to a City of Draper garbage disposal service.

Section 11: Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 1 and 1/2 years of occupation of dwelling. All park strips must be planted in grass throughout the subdivision.

Section 12: Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of 6 feet.

Materials of Fences. All fences installed by property owner must be made of vinyl or vinyl wrapped wood and either be white or beige in color. The fence may be either a rail fence, semi private or fully private.

On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of 3 and ½ feet. All fences require a building permit from City of Draper.

Section 13: Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles/ trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truckbed, motorhomes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the designing of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings or vehicles. Vehicles parked or stored in violation of this section may be immobilized, towed and/or impounded without further notice or warning, and at the owner's sole risk and expense.

Section 14: Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

Section 15: Amendment. The Declaration may be amended with the affirmative consent of at least two-thirds (2/3) of Lot Owners present at a general membership meeting in person or by proxy. In the event a particular Lot is owned by more than one person, the consent of the owners of that Lot shall not be deemed to have been given to any amendment unless 100% of the owners of that Lot shall agree.

For purposes of this Section, the term "person" shall include any individual, corporation, partnership, limited liability company, or other organization recognized by law as being capable of holding title to real property.

Section 16: Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

Section 17: Enforcement. The Board of Trustees is authorized to adopt and modify from time to time an Enforcement Addendum. Every Lot Owner, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply will result in actions as described in the Enforcement Addendum, including injunctive relief, damages, reasonable attorneys fees and costs. The current Enforcement Addendum shall govern any and all actions taken by the Board of Trustees of the River Park Estates Homeowners Association to enforce compliance to this Declaration, Bylaws, Rules and Regulations, including but not limited to, the levying of fines, penalties, sanctions, fees, interest and costs.

Section 18: Construction. All homes are to be constructed within six (6) months following commencement of construction. Lot owners are responsible for any damage to the curb, gutter, sidewalk, and street caused by their building contractors during the construction period.

Section 19. Satellite Dishes and Antennas. All satellite dishes and TV antennas must be placed within the enclosed area of the home or garage, unless the FCC Guidelines require otherwise, and upon written application to the Architectural Control Committee, exceptions for small, digital satellite dishes that are visible from the street may be approved.

Section 20: Vehicles. No vehicles of any kind are permitted to be parked on the street between 2:00 a.m. and 6:00 a.m. RVs, campers, trucks, boats, snowmobiles etc. must be parked in the garage or behind the front set-back line of the dwelling unit; they may not be parked in driveways or on the street. Vehicles parked or stored in violation of this section may be immobilized, towed and/or impounded without further notice or warning, and at the owner's sole risk and expense.

Section 21: Dumpsters. All builders are required to have and use dumpsters on the construction site and shall cooperate with the Architectural Control Committee to comply with and enforce this requirement.

Section 22: Topical Headings. The headings appearing at the beginnings of the paragraphs of this Declaration are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of the language of this Declaration exclusive of such headings.

Section 23: Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Salt Lake County, State of Utah.

Section 24: Homeowners Association, Common Expenses, Allocations and Remedies. The common profits of the property shall be distributed among, the common expenses shall be charged to, and voting rights shall be available to, the Lot Owners according to their percentages of ownership interest. Every Lot Owner shall pay his proportionate share of the common expenses. Payment shall be in the amounts and at the times determined by the Board of Trustees in accordance with the terms of the Declaration and Bylaws. As assessment levied against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. If any Owner fails or refuses to pay an assessment when due, that amount constitutes a lien on the interest of the Owner in the property, and upon the recording of notice of lien by the Manager, Board of Trustees or their agent it is a lien upon the owner's interest in the property prior to all other liens and encumbrances, recorded

or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. The common expenses will include and the assessments will pay for the cost of maintaining, repairing and replacing the fence along 12300 South, the landscaped parkstrip at the entrance of River Park Estates at 12300 South, the landscaped parkstrip area along West Vahe, the pump station which redirects water from the Jordan River to the Galena Canal, as well as any other common elements determined by the Board of Trustees.

Section 25. Submittal. The Land described with particularity in Section C of the Recitals above is hereby re-submitted to the Declaration.


SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

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; any 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 and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every Common Elements improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common elements, improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed this 29<sup>th</sup> day of July, 2005.

River Park Estates Homeowners  
Association, Inc.  
A Utah Non-profit Corporation

By:   
Name: Ron Probert  
Title: President

Frist Amended and Restated Declaration - July 13, 2005

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2005, by Ron Probert, as President of the River Park Estates Homeowners Association, Inc., a Utah non-profit corporation.

*Rachel Richins*

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NOTARY PUBLIC

Residing at: 2469 E. Fort Union Blvd., #114, SLC UT 84121

My commission expires: 9-8-08



**FIRST AMENDED AND RESTATED  
BY-LAWS  
OF  
RIVER PARK ESTATE HOMEOWNERS ASSOCIATION, INC.**

This First Amended and Restated By-Laws of River Park Estates Homeowners Association, Inc. is executed by the Association.

**ARTICLE I. NAME**

The name of this corporation is RIVER PARK ESTATES HOMEOWNERS ASSOCIATION, INC.

**ARTICLE II. PURPOSES**

The Bylaws are intended to provide the means to administer the corporation and the purposes for which the corporation is formed are as follows:

- a. To own, manage, maintain and develop for residential housing certain common areas located in the planned residential development commonly known as River Park Estates Subdivision ("River Park Estates") in Draper Township, Salt Lake County, in the State of Utah.
- b. To collect periodic homeowners association assessments.
- c. To the extent monies are available, to pay expenses first in connection with the maintenance of the water pump, and thereafter, to pay expenses in connection with perimeter fencing, maintenance of the sod and grass area at the entrance to the subdivision on 12300 South (the main entrance to the subdivision), the landscaped parkstrip area along West Vahe, and other needs of the common area of the subdivision.
- d. To enforce the Declaration of Covenants, Conditions and Restrictions filed in the Salt Lake County Clerk's office on September 25, 1996, in Entry No. 6463560, at Page 345, Bylaws, Enforcement Addendum, Rules and Regulations, as amended from time to time ( collectively "Project Documents").
- e. To perform such other and further acts as are necessary and appropriate to accomplish the foregoing purposes, and for a non-profit corporation.

**ARTICLE III. GEOGRAPHIC LIMITS**

The areas in which the corporation will operate shall be principally the Township of Draper, County of Salt Lake, and State of Utah.

#### ARTICLE IV. MEMBERSHIP

Section 1. Any person owning real property in the housing development known as River Park Estates Subdivision shall be a member of the Association. Where an individual lot is owned by more than one person, there shall be but one vote among the lot owners; provided, however, said lot owners must designate in writing which of them shall be entitled to vote. All Members shall be entitled to speak at any meeting of the Association and at any meeting of the Board of Trustees upon invitation.

Section 2. Annual membership assessments shall initially be set at \$50 per year for each lot owned, whether or not a house has been built upon the lot. Future annual membership assessments shall be set by the Board of Trustees at the annual meeting each year. Assessments shall be mandatory with the entire annual amount owing regardless of when the lot was purchased during the year. Unpaid assessments shall result in a lien being placed against the real property owned by the delinquent member in River Park Estate as set forth in the Restrictive Covenants filed in the office of the Salt Lake County Clerk in Book 646356 at Page 345.

The membership shall have the right to approve any increase which results in assessments which are ten percent higher than those of the previous year. Such vote shall take place at the annual meeting.

Section 3. The Board of Trustees may suspend the voting rights of a member for willful failure to comply with the Project Documents; including the payment of assessments; provided such individuals shall have been given an opportunity for hearing before the Board of Trustees to appeal the decision.

#### ARTICLE V. BOARD OF TRUSTEES

Section 1. The operations of the corporation shall be managed by a Board of Trustees, consisting of at least three (3) and no more than nine (9) members, who shall be appointed by J.D.D. Investments, Inc

Section 2. After J.D.D. Investments, Inc. has sold all of its interest in the subdivision, the Board of Trustees shall be elected from and by the general membership at the annual meeting of the corporation.

Section 3. The Board of Trustees shall only act in the name of the corporation when it shall be regularly convened by its President after due notice to all the Trustees, a quorum is present, and the Board shall have duly passed a resolution regarding the particular matter.

Section 4. A majority of the members of the Board shall constitute a quorum.

Section 5. Each Trustee shall have one vote and voting may not be done by proxy.

Section 6. The Board of Trustees shall hold regular meetings at least once every six (6) months. Notice shall be sent to all Board members not less than five (5) nor more than ten (10) days prior to such meeting.

Section 7. The Board may make such rules and regulation covering its meeting as it may determine to be necessary.

Section 8. Whenever a vacancy shall occur on the Board of Trustees, it shall be filled without undue delay until the next annual meeting by a majority vote of the remaining Board members.

Section 9. A Trustee may be removed by a majority vote of those present on the Board when he/she misses three consecutive regularly scheduled meetings without good cause. A Trustee shall be notified prior to the meeting by certified mail of the Board's intention to hold a hearing to consider his or her removal.

Section 10. Special meetings of the Board of Trustees may be called by the President or must be called at the request of a majority of the members of the Board of Trustees, such request to be made in writing to the Secretary of the Board at least two days before the requested scheduled date.

#### ARTICLE VI. OFFICERS

Section 1. President. The President shall be the chief executive officer of the corporation. He/She shall perform all the duties incident to the office of the President and such other duties as may be ordered by the Board of Trustees. He/She shall be an *ex-officio* member of all committees except the nominating committee. In addition, he/she has the following responsibilities:

- a. To present at each annual meeting an annual report of the operation of the corporation;
- b. To sign checks, up to amount to be established by the Board of Trustees.

Section 2. Vice President. The Vice President shall also be responsible for any assignments delegated by the Board of Trustees. The Vice President shall assist the President. In the absence of the President, the Vice President shall take over executive authority.

Section 3. Secretary. The Secretary shall:

- a. Keep the minutes and records of the corporation,
- b. File any certificates required by law,
- c. Serve all notices to members of the corporation;
- d. Be official custodian of the records and seal of the corporation;
- e. Submit to the Board of Trustees and the general membership all communication addressed to him/her as Secretary of the corporation;
- f. Attend to all corporate correspondence and exercise all duties incident to the office of the Secretary.

Section 4. Treasurer. The Treasurer shall:

- a. Be responsible for all monies belonging to the corporation;
- b. Maintain in the checking account a reasonable amount as determined by the Board of Trustees;
- c. Deposit the balance in a savings account;

- d. Sign checks;
- e. Render a written account of the finances of the corporation which shall be included in the minutes of the Board of Trustees' meetings;
- f. Exercise any other duties incident to the office of Treasurer.

Section 5. Checks of the corporation may be signed by the Executive Trustee, as well as the President and the Treasurer. The officers authorized to sign checks shall be bonded or insured.

Section 6. The officers of the corporation shall be appointed by the Board of Trustees. A majority of the members of the Board of Trustees may vote to remove an officer of the corporation.

#### ARTICLE VII. STAFF

The staff may consist of an Executive Trustee and such other positions as the Board of Trustees shall deem necessary.

Section 1. The Executive Trustee may serve as the Secretary of the corporation, if so designated by the Board. He/She shall not have a vote on the Board of Trustees. Additional responsibilities of the Executive Trustee are as follows.

- a. To see that all books, records and certificates, as required by law are properly kept or filed;
- b. To coordinate and supervise all projects undertaken by the corporation;
- c. To provide Board members with a monthly report of projects and activities of the corporation.

Section 2. In lieu of hired staff, the Board of Trustees may contract with a management company to fulfill the duties of the staff. Any contract with the management company shall not exceed one year in duration.

#### ARTICLE VIII. MEETINGS

Section 1. The annual meeting of the corporation shall be held in the first quarter of each year; the date, place and hour to be designated by the Board of Trustees. Notice of this meeting or any other general membership meetings signed by the Secretary, shall be advertised by public media, flyers and any other appropriate means to contact every member of the membership.

Section 2. A quorum at any membership meeting shall be twenty percent of the voting members, but a lesser number may adjourn the meeting for not more than three weeks from the scheduled date of the meeting. Oral notice of the rescheduled meeting shall be necessary and sufficient. Those members present at the rescheduled meeting shall constitute a quorum.

Section 3. Special meetings of the membership may be called by the President or must be called at the request of three Board of Trustees members or ten general members, such request to be made in writing at least fifteen days before the requested scheduled date to the Secretary of the Board.

Section 4. No other business but that specified in the notice may be transacted at a special meeting.

Section 5. All questions of parliamentary procedure shall be settled by statutory law contained in the Utah Code, when they are not inconsistent with these By-Laws.

Section 6. Any member may attend a Board of Trustees meeting.

#### ARTICLE IX. VOTING

Section 1. At all meetings, voting shall be by voice unless otherwise requested; however, for election of the Board of Trustees, ballots shall be provided.

Section 2. At all votes by ballot, the President shall appoint a committee of three inspectors of election who shall certify in writing the results; the certified copy shall be attached to the minutes of that meeting.

Section 3. No inspector of election may be a candidate for office or have made or seconded the motion on which to be voted.

Section 4. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the voting members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the voting members.

#### ARTICLE X. FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

#### ARTICLE XI. SEAL

The seal of the corporation shall be in such form as the Board of Trustees shall determine.

#### ARTICLE XII. AMENDMENTS

These By-Laws may be altered, amended, repealed, or added to by the affirmative vote of at least two thirds of those Members present at a general membership meeting in person or by proxy. A notice of the proposed change/changes are to be mailed to the Members not less than ten days prior to the general membership meeting.



RXLP RIVER PARK EST PH 6			BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	619	27-26-252-001-0000	NO
		L	620	27-26-252-002-0000	NO
		L	621	27-26-252-003-0000	NO
		L	622	27-26-252-004-0000	NO
		L	623	27-26-252-005-0000	NO
		L	624	27-26-252-006-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP RIVER PARK EST PH 5				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	518	27-26-278-003-0000	NO
		L	519	27-26-278-004-0000	NO
		L	520	27-26-428-007-0000	NO
		L	521	27-26-428-008-0000	NO
		L	522	27-26-428-010-0000	NO
		L	523	27-26-428-011-0000	NO
		L	524	27-26-428-012-0000	NO
		L	525	27-26-428-013-0000	NO
		L	526	27-26-428-014-0000	NO
		L	527	27-26-279-005-0000	NO
		L	528	27-26-279-001-0000	NO

RXLP RIVER PARK EST PH 5				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	501	27-26-277-006-0000	NO
		L	502	27-26-277-005-0000	NO
		L	503	27-26-277-004-0000	NO
		L	504	27-26-277-003-0000	NO
		L	505	27-26-277-002-0000	NO
		L	506	27-26-277-001-0000	NO
		L	507	27-26-252-008-0000	NO
		L	508	27-26-252-007-0000	NO
		L	509	27-26-403-003-0000	NO
		L	510	27-26-403-014-0000	NO
		L	511	27-26-403-015-0000	NO
		L	512	27-26-403-016-0000	YES
		L	512	27-26-403-024-0000	NO
		L	513	27-26-404-003-0000	NO
		L	514	27-26-404-002-0000	NO
		L	515	27-26-404-001-0000	NO
		L	516	27-26-278-001-0000	NO
		L	517	27-26-278-002-0000	NO
		L	518	27-26-278-003-0000	NO

RXLP RIVER PARK EST PH 6				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	601	27-26-403-007-0000	NO
		L	602	27-26-403-006-0000	NO
		L	603	27-26-403-005-0000	NO
		L	604	27-26-403-004-0000	NO
		L	605	27-26-403-002-0000	NO
		L	606	27-26-403-001-0000	NO
		L	607	27-26-253-003-0000	NO
		L	608	27-26-253-002-0000	NO
		L	609	27-26-253-005-0000	NO
		L	610	27-26-402-012-0000	NO
		L	611	27-26-402-013-0000	NO
		L	612	27-26-402-014-0000	NO
		L	613	27-26-402-004-0000	NO
		L	614	27-26-402-003-0000	NO
		L	615	27-26-402-002-0000	NO
		L	616	27-26-402-001-0000	NO
		L	617	27-26-253-004-0000	NO
		L	618	27-26-253-001-0000	NO
		L	619	27-26-252-001-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP RIVER PARK EST PH 4

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	419	27-26-428-020-0000	NO
		L	420	27-26-428-019-0000	NO
		L	421	27-26-428-018-0000	NO
		L	422	27-26-428-017-0000	NO
		L	423	27-26-428-016-0000	NO
		L	424	27-26-428-015-0000	NO
		L	425	27-26-279-006-0000	NO
		L	426	27-26-279-004-0000	NO
		L	427	27-26-279-003-0000	NO
		L	428	27-26-279-002-0000	NO
		L	429	27-26-277-008-0000	NO
		L	430	27-26-277-007-0000	NO
		L	431	27-26-277-009-0000	NO
		L	432	27-26-277-010-0000	NO
		L	433	27-26-277-012-0000	NO
		L	434	27-26-277-011-0000	NO
		L	435	27-26-277-013-0000	NO
		L	436	27-26-277-014-0000	NO
		L	437	27-26-277-015-0000	NO

RXLP RIVER PARK EST PH 4

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	401	27-26-428-038-0000	NO
		L	402	27-26-428-037-0000	NO
		L	403	27-26-428-036-0000	NO
		L	404	27-26-428-035-0000	NO
		L	405	27-26-428-034-0000	NO
		L	406	27-26-428-033-0000	NO
		L	407	27-26-428-032-0000	NO
		L	408	27-26-428-031-0000	NO
		L	409	27-26-428-030-0000	NO
		L	410	27-26-428-029-0000	NO
		L	411	27-26-428-028-0000	NO
		L	412	27-26-428-027-0000	NO
		L	413	27-26-428-026-0000	NO
		L	414	27-26-428-025-0000	NO
		L	415	27-26-428-024-0000	NO
		L	416	27-26-428-023-0000	NO
		L	417	27-26-428-022-0000	NO
		L	418	27-26-428-021-0000	NO
		L	419	27-26-428-020-0000	NO

RXLP RIVER PARK EST PH 4

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	437	27-26-277-015-0000	NO
		L	438	27-26-277-016-0000	NO
		L	439	27-26-277-017-0000	NO
		L	440	27-26-277-018-0000	NO
		L	441	27-26-277-019-0000	NO
		L	442	27-26-277-020-0000	NO
		L	443	27-26-277-021-0000	NO
		L	444	27-26-277-022-0000	NO

RXLP RIVER PARK EST PH 3			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	301	27-26-405-003-0000	NO
		L	302	27-26-405-002-0000	NO
		L	303	27-26-405-001-0000	NO
		L	304	27-26-402-011-0000	NO
		L	305	27-26-402-010-0000	NO
		L	306	27-26-402-009-0000	NO
		L	307	27-26-402-008-0000	NO
		L	308	27-26-402-007-0000	NO
		L	309	27-26-402-006-0000	NO
		L	310	27-26-402-005-0000	NO
		L	311	27-26-402-015-0000	NO
		L	312	27-26-402-016-0000	NO
		L	313	27-26-402-017-0000	NO
		L	314	27-26-402-018-0000	NO
		L	315	27-26-402-019-0000	NO
		L	316	27-26-402-020-0000	NO
		L	317	27-26-403-013-0000	NO
		L	318	27-26-403-012-0000	NO
		L	319	27-26-403-011-0000	NO

RXLP RIVER PARK EST PH 2			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	227	27-26-403-017-0000	YES
		L	227	27-26-403-024-0000	NO
		L	227	27-26-403-025-0000	NO
		L	228	27-26-404-004-0000	NO
		L	229	27-26-404-005-0000	NO
		L	230	27-26-404-007-0000	NO
		L	231	27-26-428-004-0000	NO
		L	232	27-26-428-005-0000	NO
		L	233	27-26-428-006-0000	NO
		L	EASE	27-26-404-006-0000	NO

RXLP RIVER PARK EST PH 3			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	319	27-26-403-011-0000	NO
		L	320	27-26-403-010-0000	NO
		L	321	27-26-403-009-0000	NO
		L	322	27-26-403-008-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP RIVER PARK EST PH 1			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	101	27-26-427-022-0000	NO
		L	102	27-26-427-021-0000	NO
		L	103	27-26-427-020-0000	NO
		L	104	27-26-427-019-0000	NO
		L	105	27-26-427-018-0000	NO
		L	106	27-26-427-017-0000	NO
		L	107	27-26-427-016-0000	NO
		L	108	27-26-427-015-0000	NO
		L	109	27-26-427-014-0000	NO
		L	110	27-26-428-041-0000	NO
		L	111	27-26-428-042-0000	NO
		L	112	27-26-428-043-0000	NO
		L	113	27-26-428-044-0000	NO
		L	114	27-26-428-045-0000	NO
		L	115	27-26-428-046-0000	NO
		L	116	27-26-428-047-0000	NO
		L	117	27-26-428-048-0000	NO
		L	118	27-26-428-049-0000	NO
		L	119	27-26-428-050-0000	NO

RXLP RIVER PARK EST PH 2			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	201	27-26-428-009-0000	NO
		L	202	27-26-428-039-0000	NO
		L	203	27-26-428-040-0000	NO
		L	204	27-26-427-013-0000	NO
		L	205	27-26-427-012-0000	NO
		L	206	27-26-427-011-0000	NO
		L	207	27-26-427-010-0000	YES
		L	207	27-26-427-025-0000	NO
		L	207	27-26-427-026-0000	NO
		L	208	27-26-427-009-0000	YES
		L	208	27-26-427-025-0000	NO
		L	209	27-26-427-008-0000	NO
		L	210	27-26-427-006-0000	NO
		L	211	27-26-427-007-0000	NO
		L	212	27-26-427-005-0000	NO
		L	213	27-26-427-004-0000	NO
		L	214	27-26-427-003-0000	NO
		L	215	27-26-427-002-0000	NO
		L	216	27-26-427-001-0000	NO

RXLP RIVER PARK EST PH 2			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	216	27-26-427-001-0000	NO
		L	217	27-26-405-007-0000	NO
		L	218	27-26-405-006-0000	YES
		L	218	27-26-405-008-0000	YES
		L	218	27-26-405-009-0000	YES
		L	218	27-26-405-011-0000	NO
		L	219	27-26-405-005-0000	YES
		L	219	27-26-405-008-0000	YES
		L	219	27-26-405-009-0000	YES
		L	219	27-26-405-010-0000	NO
		L	220	27-26-405-004-0000	NO
		L	221	27-26-403-022-0000	NO
		L	222	27-26-403-023-0000	NO
		L	223	27-26-403-021-0000	NO
		L	224	27-26-403-020-0000	NO
		L	225	27-26-403-019-0000	NO
		L	226	27-26-403-018-0000	NO
		L	227	27-26-403-017-0000	YES
		L	227	27-26-403-024-0000	NO