

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER PARK ESTATES**

a Utah planned residential development

This Second 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. (the "Association") and is effective as of the date it is recorded with the Office of the Salt Lake County Recorder.

RECITALS

- A. The 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. On August 8, 2005, the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Park Estates, a Utah planned unit development, was recorded in the Office of the County Recorder of Salt Lake County on August 4, 2005, as Entry No. 9452748 (the "First Amended and Restated Declaration").
- C. This Declaration supersedes and replaces in its entirety the Original Declaration, the First Amended and Restated Declaration, and any other previously recorded declarations and amendments thereto of the River Park Estates Subdivision project.
- D. This Declaration 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.

There are a total of 170 individual lots according to the Official Plat thereof of record in the Office of the County Recorder of Salt Lake County, State of Utah. 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". The owners of the Lots are referred to herein collectively as the "Lot Owners" or "Owners" and singularly as a "Lot Owner" or "Owner."

- E. The River Park Estates Subdivision project is an area of unique natural beauty, featuring distinctive terrain.
- F. Through 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.
- G. The Association is an association of all of the Lot Owners at River Park Estates acting as a group in accordance with the Declaration.
- H. The Association is executing this Declaration as the agent and for the benefit and protection of all of the Lot Owners and Lots.
- I. This Declaration is adopted pursuant to the voting requirements of the First Amended and Restated Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Association and the Lot Owners thereof, the Association hereby executes this Second 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, roosters, goats, 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 and no fowl of any kind 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, or sale. This section is intended to restrict animals within the River Park Estates Subdivision project from being used for business purposes and not intended to restrict Lot Owners from having household pets, which are permitted as set forth in Section 3 hereof.

Section 3: Permitted Animals. Household pets only are permitted, such as dogs, cats, small birds, fish, etc. The specific animals identified in the first sentence of Section 2, above, are not household pets.

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 plans to the Committee before the preview process can commence. If 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 and 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.

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, nor 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: Nuisances and Signs. 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 the 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. Political signs may be posted 30 days prior to the election and must be removed 72 hours after the election.

Section 7: Temporary Structure. Unless otherwise authorized in writing by the Board of Trustees, no structures of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot as a residence, exceeding 72 hours..

Section 8: 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 9: 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 an 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.

Section 10: 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 shall be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, boats, campers not on a truck bed, motorhomes, buses, tractors, recreational vehicles, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback. Notwithstanding any other provision of this section, recreational vehicles may be stored for up to 48 hours in front of the gates. 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.

Section 11: Maintenance and Landscaping. Every Lot and landscaping, including the improvements in said tract, shall be kept in good repair and maintained by the Owner thereof in a clean, safe and well maintained condition. The construction, maintenance and cost of any fence in the subdivision is the responsibility of the respective Owners owning the fence as determined by whose Lot(s) the fence is located upon.

Section 12: Amendment. The Declaration may be amended with the affirmative consent of at least two-thirds (2/3) of Lot Owners. Voting will be done at an annual or special meeting of the Owners in person or by proxy. Each Lot shall have one vote. In the event that 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 13: 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 14: Rules and Regulations and Enforcement. The Board of Trustees is authorized to adopt, and modify from time to time, Rules and Regulations and an Enforcement Addendum. Every Lot Owner, whether owning the Lot alone or jointly with another Owner, shall comply strictly with the provisions of this Declaration and other governing documents of the Association, and failure to comply will result in actions as described in the Enforcement Addendum, including an action for 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 Association to enforce compliance to this Declaration, Bylaws (which Bylaws are attached hereto as Exhibit A, and may be amended from time to time), Rules and Regulations, including but not limited to, the levying of fines, penalties, sanctions, fees, interest and costs. The Board of Trustees may adopt Rules and Regulations or an Enforcement Addendum that allows the Association to collect rental payments from a tenant if an owner is delinquent, in accordance with Utah Code Ann. § 57-8a-310.

Section 15: 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 16: 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 17: Vehicles. RV's, campers, commercial 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 or of any adopted Rules and Regulations may be immobilized, towed and/or impounded without further notice or warning, and at the owner's sole risk and expense.

Section 18: Dumpsters. All builders are required to have use dumpsters on the construction site and shall cooperate with the Architectural Control Committee to comply with and enforce this requirement.

Section 19: 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 20: Effective Date. The Declaration shall become effective upon its recordation in the Office of the County Recorder of Salt Lake County, State of Utah.

Section 21: Homeowners Association, Common Expenses, Allocations and Remedies. The common profits of the property shall be distributed among and the common expenses shall be charged 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. An 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 an 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 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. The Association shall have all the rights of foreclosure granted by Utah's Community Association Act, both judicially and nonjudicially. If the Association elects to pursue a nonjudicial foreclosure of the lien then, pursuant to Utah Code Ann. §§ 57-1-20 and 57-

8a-302, an owner's acceptance of an interest in a Lot constitutes simultaneous conveyance of the Lot in trust, with the power of sale, to the Association's attorney, provided the attorney is a member of the of Utah State Bar, as trustee, for the benefit of the Association.

Section 22: Submittal. The Land described with particularity in Section D of the Recitals above is hereby re-submitted to the Declaration and the provisions of Utah's Community Association Act, Utah Code Ann. § 57-8a-101 *et seq.*

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, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every 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.

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IN WITNESS WHEREOF, the undersigned, has caused this Declaration to be executed on behalf of the Association and certifies that this Declaration was approved by the requisite number of Owners, in person or by proxy, at a meeting of the Owners held for the purpose of voting on the approval of this Declaration.

DATED this 3rd day of NOVEMBER, 2014.

**RIVER PARK ESTATES HOMEOWNERS
ASSOCIATION, INC.**

By: KATHERINE WILSON (PRESIDENT)
Name: KATHERINE WILSON
Its [Title]: PRESIDENT

STATE OF UTAH)
)ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 3 day of November, 2014, by Katherine Wilson as a Member of the Board of Trustees of the River Park Estates Homeowners Association, Inc.

Heidi Jackman
Notary Public

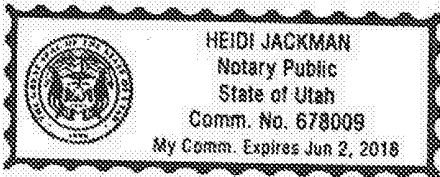


EXHIBIT A

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

This Second Amended and Restated By-Laws of River Park Estates Homeowners Association, Inc. (these "Bylaws") is executed by the River Park Estates Homeowners Association, Inc. (the "Association").

RECITALS

- A. The First Amended and Restated By-Laws of River Park Estates Homeowners Association, Inc. (the "First Amended and Restated Bylaws") were recorded with the Salt Lake County Recorder's office on August 4, 2005, as part of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Park Estates, recorded as Entry No. 9452748.
- B. This Amendment supersedes and replaces in its entirety the First Amended and Restated Bylaws, as stated herein.
- C. This Amendment is adopted pursuant to the voting requirements of the First Amended and Restated Bylaws.

**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 manage, and maintain for residential housing certain real property 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 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 (as such has been amended and may be amended from time to time), the Bylaws, the Enforcement Addendum, and the Rules and Regulations (collectively "Project Documents"), such may be amended from time to time; and
- 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

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. All Members shall be entitled to speak at any meeting of the Association and at any meeting of the Board of Trustees upon invitation.

2. Annual membership assessments shall initially be set at \$50 per year for each lot owned. 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 Estates as set forth in the Project Documents and allowed by the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et seq.*

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

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.

2. The Board of Trustees shall be elected from and by the general membership at the annual meeting of the corporation.

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.

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

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

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.

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

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.

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.

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 is to be made in writing to the Secretary of the Board at least two (2) days before the requested scheduled date.

ARTICLE VI
OFFICERS

1. **President.** The President shall be the chief executive officer of the corporation. The President 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. The President shall be an *ex-officio* member of all committees except the nominating committee. In addition, the President has the following responsibilities:

- a. To present at each annual meeting an annual report of the operation of the corporation; and
 - b. To sign checks, up to amount established by the Board of Trustees.
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.
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; and
 - f. Attend to all corporate correspondence and exercise all duties incident to the office of the Secretary.
4. Treasurer. The Treasurer shall:
 - a. Be responsible for all monies belonging to the corporation;
 - b. Maintain in the checking account in 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; and
 - f. Exercise any other duties incident to the office of Treasurer.
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.

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.

1. The Executive Trustee may serve as the Secretary of the corporation, if so designated by the Board. The Executive Trustee 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; and
 - c. To provide Board members with a monthly report of projects and activities of the corporation.
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

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.
2. A quorum at any membership meeting shall be twenty percent (20%) 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.
3. Special meetings of the membership may be called by the President or must be called at the request of three (3) Board of Trustees members or ten (10) general members, such request to be made in writing at least fifteen (15) days before the requested scheduled date to the Secretary of the Board.
4. No other businesses but that specified in the notice may be transacted at a special meeting.

5. All questions of parliamentary procedure shall be settled by statutory law contained in the Utah Code, when they are not inconsistent with these Bylaws.
6. Any member may attend a Board of Trustees meeting.

ARTICLE IX
VOTING

1. At all meetings, voting shall be by voice unless otherwise requested; however, for election of the Board of Trustees, ballots shall be provided.
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.
3. No inspector of election may be a candidate for office or have made or seconded the motion on which to be voted.
4. Any action required by law to be taken at a meeting of the Association, or any action which may be taken as 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 an annual or special 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 (10) days prior to the annual or special membership meeting.

IN WITNESS WHEREOF, the undersigned, has caused these Bylaws to be executed on behalf of the Association and certifies that these Bylaws were approved by the requisite number of member, in person or by proxy, at a meeting of the members held for the purpose of voting on the approval of these Bylaws.

DATED this 3rd day of NOVEMBER 2014.

RIVER PARKS ESTATE HOMEOWNERS
ASSOCIATION, INC.

By: President
Name: CATHERINE WILSON
Its [Title]: President

STATE OF UTAH)
)ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 3 day of November, 2014, by Catherine Wilson, as a Member of the Board of Trustees of the River Park Estates Homeowners Association, Inc.

Heidi Jackman
Notary Public

