

THE FOLLOWING 2ND AMENDMENT WAS MADE TO THE RIVERWOOD HOA I, CONDOMINIUM'S CC&RS, HAVING BEEN PASSED BY 73 % (which is more than the minimum 67 %) OF ALL OWNERS AT A SPECIAL MEETING ON MARCH 9,2005

ARTICLE XVIII LEASES, RENTALS AND OCCUPANCY REQUIREMENT.

ANY LEASE OR RENTAL AGREEMENT SHALL BE IN WRITING AND SHALL PROVIDE THAT THE TERMS OF THE LEASE OR RENTAL SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THIS DECLARATION, THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION AND THAT ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF SUCH DOCUMENTS SHALL BE A DEFAULT UNDER THE LEASE.

NOTWITHSTANDING THE ABOVE, PRIOR TO LEASING OR RENTING ANY CONDOMINIUM, THE OWNER SHALL OCCUPY THEIR CONDOMINIUM FOR AT LEAST (12) MONTHS FROM THE DATE THE CONDOMINIUM (S) IS / ARE ACCEPTED BY THE RIVERWOOD BOARD OF TRUSTEES AND DATE OF SALE, BEFORE IT CAN QUALIFY AS A PERMISSIBLE LEASE OR RENTAL CONDOMINIUM. FOR THE PURPOSES OF THIS SECTION ONLY, "OCCUPY" SHALL MEAN THAT A CONDOMINIUM SHALL BE OWNED BY THE SAME OWNER(S) FOR A PERIOD AT LEAST (12) CONSECUTIVE MONTHS, WHETHER PHYSICALLY OCCUPIED BY SAID OWNER (S) OR NOT, PRIOR TO BEING MADE AVAILABLE FOR LEASE OR RENTAL BY THE BOARD OF TRUSTEES.

THE TERM "OCCUPY" DOES NOT MEAN THAT THE OWNER MUST ACTUALLY RESIDE THERE 12 CONSECUTIVE MONTHS OUT OF THE YEAR. IN THIS CONTEXT, IT IS DEFINED TO MEAN THAT AN OWNER MUST OWN THEIR CONDOMINIUM FOR AT LEAST 12 MONTHS WITHOUT LEASING OR RENTING IT TO ANYONE ELSE DURING THAT TIME. IT DOES NOT MATTER IF THE OWNER RESIDES OUT-OF-TOWN OR OUT-OF-STATE, SO LONG AS IT IS NOT LEASED OR RENTED DURING THE FIRST 12 MONTHS OF OWNERSHIP

ANY LEASE OF RENTAL WILL BE FOR A (12) MONTH DURATION ONLY. NO DAILY, NIGHTLY, WEEKLY OR MONTHLY LEASES OR RENTALS ALLOWED. AT THE END OF THE (12) MONTH LEASE OR RENTAL, ANOTHER (12) MONTH LEASE OR RENTAL CAN BE INITIATED, SUBJECT TO THE APPROVAL OF THE RIVERWOOD HOA I BOARD OF TRUSTEES. EACH SUCCEEDING (12) MONTH RENEWAL LEASE OR RENTAL MUST ALSO BE APPROVED BY THE RIVERWOOD HOA I BOARD OF TRUSTEES

LEASE OR RENTAL AGREEMENTS ALONG WITH A COMPLETELY, FILLED OUT RIVERWOOD HOA I, LEASE/RENTAL/OCCUPANCY AGREEMENT, MUST BE DELIVERED TO THE RIVERWOOD HOA I PRESIDENT BEFORE ANYTHING OR ANYONE IS MOVED INTO THE UNIT.

TWO MODIFICATIONS TO THE FIRST AMENDMENT TO RIVERWOOD HOA I CONDOMINIUMS CC&Rs :

1) First Modification:

REPLACEMENT OF THE FIRST THREE LINES IN THE FIRST AMENDMENT TO RIVERWOOD HOA I CONDOMINIUMS TO READ AS FOLLOWS:

THE FOLLOWING FIRST AMENDMENT WAS MADE TO THE RIVERWOOD HOA I CONDOMINIUM'S CC&Rs PASSED BY 73 % OF ALL OWNERS (more than the 67% minimum vote necessary to amend the CC&Rs) AT A SPECIAL MEETING ON MARCH 9, 2005.

this paragraph precedes the following statement :

THE FIRST AMENDMENT

1) ARTICLE V, MAINTENANCE OF PROJECT ... etc..

2) Second Modification:

REPLACEMENT OF THE ARTICLE NUMBER XIV TO :

2) ARTICLE Number **XVII** preceding the text: TO BE ADDED NEW, INCLUDING SECTIONS 1,2,3,4,5,6,7, & 8 ... etc..

Witness our hands this 17th day of August A.D. 2005

Jerry R. Border
Jerry R. Border President

Della Vene Post
Della Vene Post, Secretary

STATE OF UTAH)
COUNTY OF WASHINGTON)

Subscribed and sworn to before me this 17th day of Aug 2005

Marie Taylor
NOTARY PUBLIC

COMMISSION EXPIRES: _____

