

Jerry Border
1165 INDIAN HILLS DR - 4B
ST. GEORGE, UT 84770

00965554 Bk 1780 Pg 0070
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 AUG 19 15:21 PM FEE \$12.00 BY SW
FOR: BORDER JERRY

**MODIFICATION TO THE SECOND AMENDMENT
TO RIVERWOOD ~~II~~ I CONDOMINIUMS CC&Rs,
ARTICLE XVIII, 1ST PARAGRAPH, 4TH LINE DOWN, THE
DATE OF A SPECIAL MEETING WILL BE REPLACED WITH
APRIL 15, 2005 i.e.**

**THE FOLLOWING 2ND AMENDMENT WAS MADE TO THE
RIVERWOOD ~~II~~ 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
APRIL 15, 2005.**

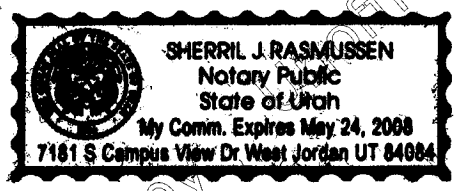
ARTICLE XVIII LEASES, RENTALS AND OCCUPANCY ETC.

Witness my hand this 19th day of August AD 2005

Jerry R. Border
Jerry R. Border, President

STATE OF UTAH)
COUNTY OF WASHINGTON)

Subscribed and sworn to before me this 19th day of August 2005



Sherril J. Rasmussen
Notary Public

Commission Expires: 5/24/08

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 APRIL 15, 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.