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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BENNETT TUELLER JOHNSON DEERE
3845 S WASATCH BLVD STE. 300
SLC UT 84109
BY: ALG; DEPUTY - WI 12 P.

EXHIBIT D

BY-LAWS

HILLCREEK ASSOCIATION

An Association of Unit Owners Under
the Utah Condominium Ownership Act

The administration of The Hillcreek Condominium (the "property") and the Hillcreek Association ("association") shall be governed by these by-laws, by the Utah Condominium Act, Utah Code Annotated 57-8-1 through 57-8-36 (Repl. Vol. 1963), as amended, ("the act") and by the declaration.

1. Application of By-Laws

All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the declaration, these by-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the declaration and these by-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

- POOR COPY -
CO RECORDER

2. Board of Directors

(2.1) The administration of the property on behalf of the association shall be conducted by a Board of Directors of five natural individuals.

(2.2) Beginning with the first annual meeting and at every annual meeting thereafter, the association shall elect the members of the Board of Directors for the forthcoming year. At least thirty (30) days prior to any annual meeting of the association, the Board of Directors shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Directors) who shall recommend to the annual meeting one nominee for each position on the Board of Directors to be filled at that particular annual meeting. Nominations for positions on the Board of Directors may also be made by petition filed with the secretary of the association at least seven (7) days prior to the

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annual meeting of the association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating his willingness to serve as a member of the Board of Directors, if elected. Members of the Board of Directors shall be unit owners.

(2.3) Members of the Board of Directors shall serve for a term of two (2) years; provided, however, that two members of the Board of Directors elected at the first annual meeting shall serve an initial term of one (1) year and the three other members shall serve for initial terms of two (2) years. Thereafter, all Board of Director members elected shall serve for a two-year term. The terms of no more than three members will end each year. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Board of Directors who fails to attend at least 25% of the Board of Directors meetings held during any calendar year shall forfeit his membership on the Board of Directors.

(2.4) Any member of the Board of Directors may resign at any time by giving written notice to the president of the association, or the remaining Board of Directors members. Any member of the Board of Directors may be removed from membership on Board of Directors by a two-thirds (2/3) majority vote of the association. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the association, at which time said vacancy shall be filled by the association for the unexpired term, if any.

(2.5) The members of the Board of Directors shall receive no compensation of their services unless expressly approved by a majority of the association provided, however, that any member of the Board of Directors may be employed by the association in another capacity and receive compensation for such employment.

(2.6) The Board of Directors, for the benefit of the property and the association, shall manage the business, property and affairs of the property and the association and enforce the provisions of the declaration, these by-laws, the house rules and the administrative rules and regulations governing the property. The Board of Directors shall have the powers, duties and responsibilities with respect to the property as contained in the act, the declaration and these by-laws.

(2.7) The meetings of the Board of Directors shall be held at such places within the State of Utah as the Board of Directors shall determine. Three (3) members of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the association. The meeting for the

election of officers shall be held at the first meeting of the Board of Directors immediately following the annual meeting of the association.

(2.8) Special meetings of the Board of Directors may be called by the president or by any two Board of Director members.

(2.9) Regular meetings of the Board of Directors may be held without call or notice. The person or persons calling a special meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

(2.10) Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting except if a Board of Director member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all members of the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(2.11) Until a date three (3) years from the recording of the declaration, or until units to which three-fourth (3/4) of the undivided interest in the common areas and facilities appertain have been conveyed, whichever occurs first, the declarant, or some other person or persons selected or to be selected by declarant, may appoint and remove four (4) members of the Board of Directors and all officers of the association, or the declarant's option, may exercise the powers and responsibilities otherwise assigned by the declaration, these by-laws, and the act to the association. The first annual meeting of the association shall be held within 120 days of the happening of the first event described in the preceding sentence, at which time the association shall elect the members of the Board of Directors.

(2.12) After the election of the members of the Board of Directors at the first annual meeting of the association, declarant shall execute, acknowledge and record an affidavit stating the names of the members of the newly elected Board of Directors. Thereafter, any two (2) persons who are designated of record as being members of the most recent Board of Directors (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Directors. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive

evidence thereof in favor of all persons who rely thereon in good faith.

(2.13) The fiscal year shall be determined by the Board of Directors.

3. Meetings of the Association

(3.1) The presence in person or by proxy at any meeting of the association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall be reconvene and any number of unit owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the declaration, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.

(3.2) There shall be an annual meeting of the association on the third Thursday of January at 7:00 p.m. at the property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Directors delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Board of Directors shall furnish to the units owners: (i) a budget for the coming fiscal year that shall itemize the estimated common expense of the coming fiscal year with the estimated allocation thereof to each unit owner; and (ii) an audited statement of the common expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the unit owners who were not present at the annual meeting.

(3.3) Special meetings of the association may be held at any time at the property or at such other reasonable place to consider matter which, by the terms of the declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Directors, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

(3.4) Robert's Rule of Order (latest edition) shall govern the conduct of the association's meeting when not in conflict with the declaration or these by-laws.

4. Officers

(4.1) All officers and employees of the association shall serve at the will of the Board of Directors. The officers shall be a president, vice president, secretary and treasurer at large Board member. The Board of Directors may appoint such other assistant officers as the Board of Directors may deem necessary.

All officers shall be required to be a unit owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Directors and may be removed and replaced by the Board of Directors.

(4.2) The president shall be the chief executive of the Board of Directors and shall preside at all meetings of the unit owners and of the Board of Directors and may exercise the powers ordinarily allocated to the presiding officer of an association, including the appointment of the Board. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Board of Directors may require.

(4.3) In the absence or inability of the president, the vice president shall perform the functions of the president.

(4.4) The secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Directors.

(4.5) The treasurer shall be responsible for the fiscal affairs of the association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

(4.6) At large board member shall assist as needed.

5. Common Expenses; Assessments

(5.1) All assessments shall be made in accordance with the general provisions of paragraph 22 of the declaration.

(5.2) Within thirty (30) days prior to the annual meeting of the association, the Board of Directors shall estimate the common expense and capital contributions for the following year. The estimated capital contributions may include such amounts as the

Board of Directors may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance and shall take into account any expected income, surplus or deficit in the common expenses for any prior year. These estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the unit owners in proportion to their percentage of undivided interest in the common areas and facilities as set forth in the declaration.

If the estimated common expenses prove inadequate for any reason, including nonpayment of any unit owner's assessments, the Board of Directors may, by resolution duly adopted, make additional assessments, which shall be assessed to the unit owners in the same manner as the estimated common expenses. Each unit owner shall be obligated to pay to the Board of Directors assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate. The funds received by the Board of Directors from assessments shall be kept in either capital accounts or in the common expense fund and shall be expended by the Board of Directors only in accordance with the provisions of the act, the declaration and these by-laws.

(5.3) Every determination, by the Board of Directors with respect to common expenses and common expenditures necessary to maintain the property, that is made within the bounds of the act, the declaration, and these by-laws, shall be final and conclusive as to the unit owners and shall be deemed necessary and properly made for such purposes.

(5.4) The rights, duties and functions of the Board of Directors set forth in this paragraph shall be exercised by declarant until thirty (30) days after the first annual meeting of the association.

(5.5) The failure by the Board of Directors before the expiration of any year, to estimate the common expenses as required herein, shall not be deemed a waiver or modification in any respect of the provisions of the declaration or these by-laws or a release of the unit owner from the obligation to pay any past or future assessments, and the estimated common expenses fixed for the previous and current year shall continue until a new estimate is fixed.

(5.6) Amendments to this paragraph 5 shall be effective only upon unanimous written consent of the unit owners and their mortgagees.

(5.7) No unit owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit.

(5.8) The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the

common areas and facilities, specifying and itemizing the maintenance, repair and replacement expenses of the common areas and facilities and any other expenses incurred. Such record shall be available for examination by the unit owners during regular business hours. In accordance with the actions of the Board of Directors assessing common expenses against the units and unit owners, the treasurer shall keep an accurate record of such assessments and of the payments thereof by each unit owner.

(5.9) All common expense assessments shall be a separate, distinct and personal liability of the owner of the unit at the time each assessment is made. The Board of Directors shall have the rights and remedies contained in the act and in the declaration to enforce the collection of assessments for common expenses.

(5.10) Any person who shall have entered into a written agreement of purchase a unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the unit and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former unit owner grantor shall remain so liable. Any such excess which cannot be promptly collected from the former unit owner grantor shall be reassessed by the Board of Directors as a common expense to be collected from all unit owners, including without limitation the purchaser of the unit, his successors and assigns. The new unit owner shall and the former unit owner shall not be liable for any assessments made after the date of transfer of title to a unit, even though the common expenses for the expenses incurred or the advances made by the Board of Directors for which the assessment is made relate in whole or in part of any period prior to that date.

(5.11) In the event that title to a unit is transferred at sheriff's sale pursuant to execution upon any lien against the unit, the Board of Directors shall give notice in writing to the sheriff of any unpaid assessments for common expenses which are a lien against the unit, and for any expenses of or advances by the Board of Directors which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former unit owner against whom the execution was issued. The purchaser at such sheriff's sale and the unit involved shall not be liable for unpaid assessments for common expenses and for any expenses of or advances by the Board of Directors which became due prior to the sheriff's sale of the unit. Any such unpaid assessments which cannot be promptly collected from the former unit owner shall be reassessed by the Board of Directors as a common expense to be collected from all of the unit owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its rights to collect unpaid assessments for

common expenses which are a lien against a unit, and for any expenses of and advances by the Board of Directors, the Board of Directors may on behalf of all the unit owners, purchase the unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Board of Directors.

(5.12) In addition to the statements issuable to purchasers of units, the Board of Directors shall provide a current statement of unpaid assessments for common expenses and for any expenses of and advances by the Board of Directors in respect of the unit, to the unit owner, to any person who shall have entered into a binding agreement to purchase the unit and to any mortgagee on request at reasonable intervals.

(5.13) In all cases where, all or part of any assessments for common expenses and for any expenses of and advances by the Board of Directors cannot be promptly collected from the persons or entities liable therefor under the act, declaration or by-laws, the Board of Directors shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

6. Litigation

(6.1) If any action is brought by one or more but less than all unit owners on behalf of the association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense, provided, however, that in such action is brought against the unit owners or against the Board of Directors, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.

(6.2) Complaints brought against the association, the Board of Directors or officers, employees or agents thereof, in their respective capacities as such, or the property as a whole shall be directed to the Board of Directors which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Directors, and the unit owners and mortgagees shall have no right to participate other than through the Board of Directors in such defense. Complaints against one or more, but less than all unit owners shall be directed to such unit owners, who shall promptly give written notice thereof to the Board of Directors and to the mortgagees affecting such units, and shall be defended by such unit owners.

7. Abatement and Enjoinder of Violation by Unit Owners

The violation of any house rules or administrative rules or regulations adopted by the Board of Directors or the breach of any provision contained herein or the breach of any provision of the declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these by-laws.

(7.1) To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(7.2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance or any such breach.

8. Accounting

(8.1) The books and accounts of the association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

(8.2) At the close of each fiscal year, the books and records of the management committee shall be audited by a certified public accountant approved by the association.

(8.3) The books and accounts of the association shall be available for inspection at the office of the association by any unit owner or his authorized representative during regular business hours.

9. Special Committees

The Board of Directors by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such special committee or committees designated shall be appointed by the Board of Directors or president. The Board of Directors or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. Amendment of By-Laws

These by-laws may be amended by a two-thirds (2/3)

affirmative vote of the association at a meeting duly called for such purpose. Upon such an affirmative vote, the Board of Directors shall acknowledge the amended by-laws, setting forth the fact of the required affirmative vote of the unit owners and the amendment shall be effective upon recording.

11. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

12. Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these by-laws nor the intent of any provision hereof.

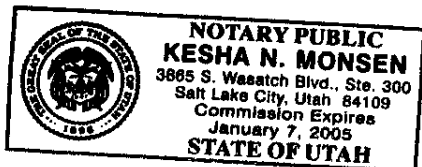
13. Effective Date

These by-laws shall take effect upon recording of the declaration of which they are a part.

HILL CREEK CONDOMINIUM ASSOCIATION

By: *Ryan B. Braithwaite*
Ryan B. Braithwaite
Its: Attorney

The foregoing instrument was duly acknowledged before me this 2nd day of March, 2004 by *Ryan B. Braithwaite*, attorney for the Hill Creek Condominium Association.



Kesha N. Monsen
Notary Public

HILL CREEK CONDOMINIUM LEGAL DESCRIPTION

BEG N 0°04'01" E 189.35 FT & W 33 FT M OR L FR CEN OF SEC 29, T 2S, R 1E, S L M; W 490.83 FT; N 144.775 FT; W 11.35 FT; N 03°41'04" E 181.45 FT; N 86°10'55" W 114.72 FT; N 43°22'23" W 153.32 FT; N 141.22 FT M OR L; S 65°59'25" E 240.24 FT M OR L; N 10 FT; S 79°40' E 70.5 FT; S 71°22' E 210.3 ft; S 66°42' E 87.8 FT; S 51°37' E 56.1 FT; S 76°12' E 22.8 FT; S 55°38' E 26.7 FT; S 52°47' E 28.1 FT; S 53°06' E 27.1 FT; S 51°16' E 40.9 FT; S 45°04' E 56.71 FT TO W LINE OF STREET; S 16°52'20" W 206.41 FT M OR L; S 0°04'01" W 29.41 FT M OR L TO BEG. 4.92 AC LESS UNITS.

Including the following parcels:

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| Parcel #22-29-180-001-0000 | Parcel #22-29-180-031-0000 |
| Parcel #22-29-180-002-0000 | Parcel #22-29-180-032-0000 |
| Parcel #22-29-180-003-0000 | Parcel #22-29-180-033-0000 |
| Parcel #22-29-180-004-0000 | Parcel #22-29-180-034-0000 |
| Parcel #22-29-180-005-0000 | Parcel #22-29-180-035-0000 |
| Parcel #22-29-180-006-0000 | Parcel #22-29-180-036-0000 |
| Parcel #22-29-180-007-0000 | Parcel #22-29-180-037-0000 |
| Parcel #22-29-180-008-0000 | Parcel #22-29-180-038-0000 |
| Parcel #22-29-180-009-0000 | Parcel #22-29-180-039-0000 |
| Parcel #22-29-180-010-0000 | Parcel #22-29-180-040-0000 |
| Parcel #22-29-180-011-0000 | Parcel #22-29-180-041-0000 |
| Parcel #22-29-180-012-0000 | Parcel #22-29-180-042-0000 |
| Parcel #22-29-180-013-0000 | Parcel #22-29-180-043-0000 |
| Parcel #22-29-180-014-0000 | Parcel #22-29-180-044-0000 |
| Parcel #22-29-180-015-0000 | Parcel #22-29-180-045-0000 |
| Parcel #22-29-180-016-0000 | Parcel #22-29-180-046-0000 |
| Parcel #22-29-180-017-0000 | Parcel #22-29-180-047-0000 |
| Parcel #22-29-180-018-0000 | Parcel #22-29-180-048-0000 |
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| Parcel #22-29-180-030-0000 | Parcel #22-29-180-060-0000 |

HILL CREEK CONDOMINIUM LEGAL DESCRIPTION (Continued)

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