

WHEN RECORDED RETURN TO:
Murray Grove Homeowners Association
Britney Green
6484 Sadie Lane
Murray, UT 84121
(801) 824-4989

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Book - 9707 Pg - 8206-8249
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MURRAY GROVE HOMEOWNERS ASSN
6484 SADIE LANE
MURRAY UT 84121
BY: LDT, DEPUTY - WI 44 P.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MURRAY GROVE SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for Murray Grove Subdivision (the "Declaration") is made and executed by the Murray Grove Homeowners Association of 6484 Sadie Lane, Murray, UT 84121 (the "Declarant").

RECITALS

- A. The Property is an area featuring unique and distinctive terrain;
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community of single family detached homes 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 utility, attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration affects that certain real property located in the City of Murray in Salt Lake County, Utah described with particularity in Article II below (the "Property").
- D. Declarant is the developer of the Property.
- E. Declarant has constructed or is in the process of constructing upon the Property a subdivision with covenants, which shall include certain Lots and other improvements of a less significant nature. The construction will be completed in accordance with the plans contained in the Final Plat recorded or to be recorded concurrently herewith.
- F. There is no common area.
- G. Declarant has sold or intends to sell to various purchasers the fee title to the individual residential Lots.
- H. The Project is to be known as "MURRAY GROVE."
- I. Declarant desires, by filing this Declaration and Final Plat, to submit the Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth in the Project Documents.

J. All of the owners of the Property have consented in writing to this Declaration. Their consents are attached, as Exhibit "C" and incorporated herein by this reference.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 The term Accessory Building shall mean and refer to any structure which is not the preliminary structure, containing at least one hundred and twenty (120) square feet, requires a building permit, and is considered by the Architectural Review Committee as an "accessory building". No shed, shack or other outbuilding or structure, for which a building permit is not required, shall be considered an "accessory building".

1.2 The term Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Murray Grove Homeowners Association.

1.3 The term Assessment shall mean and refer to any amount imposed upon, assessed or charged an Owner or Permittee.

1.4 The term Association shall mean and refer to the association of Owners taken or acting as a group in accordance with this Declaration.

1.5 The term Board of Directors shall mean and refer to the governing board of the Association.

1.6 The term Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto, marked Exhibit "B," and incorporated herein by this reference.

1.7 The term Capital Improvement or Addition shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

1.8 The term City shall mean and refer to the City of Murray in Salt Lake, Utah.

1.9 The term Common Area shall mean and refer to the private road or roads within the Project.

1.10 The term Common Expense shall mean and refer to:

1.10.1 All sums lawfully assessed against the Owners;

1.10.2 Expenses allocated by the Association among the Owners;

1.10.3 Expenses agreed upon as common expenses by the Association; and

1.10.4 Expenses declared common expenses by this Declaration, including the cost of the postal box and legal services for the drafting of this Declaration, the Bylaws, Articles and Minutes.

1.11 The term Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Murray Grove Subdivision.

1.12 The term Dedicated Streets shall mean and refer to those public streets and cul-de-sacs within the Project formally dedicated to the City or any other municipal or governmental body politic, entity or agency.

1.13 The term Declarant shall mean the Murray Grove Homeowners Association.

1.14 The term Declarant Rights shall mean and refer to the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns.

1.15 The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with the Declaration.

1.16 The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

1.17 The term Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

1.18 The term Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Board of Directors. A vote which is for any reason suspended is not an "eligible vote".

1.19 The term Final Plat shall mean and refer to the Murray Grove Final Plat, the official map of the Murray Grove as approved by the City and on file in the Office of the County Recorder.

1.20 The term Guest shall mean and refer to a family member, guest, invitee, or licensee, of an Owner or Unit.

1.21 The term Home shall mean and refer to a detached home, dwelling, residence or living unit.

1.22 The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

1.23 The term Individual Charge shall mean and refer to a charge levied against an Owner, Guest or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment.

1.23.1 The act or negligence of any Guest or Permittee shall be deemed to be the act or negligence of the Owner responsible for such Person.

1.23.2 Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner, Guest or Permittee including:

1.23.2.1 The cost to repair any damage to any portion of the Property on account of loss or damage caused by such Person; or

1.23.2.2 The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents; and

While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Project Documents available against any Owner for nonpayment.

1.24 The term Land shall mean and refer to all of the real property subject to the Declaration.

1.25 The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property, as well as the appurtenant sprinkling and irrigation system.

1.26 The term Lender shall mean and refer to a Mortgagee.

1.27 The term Lot shall mean and refer to a separate physical part of the Property intended for independent use as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

1.28 The term Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.

1.29 The term Mortgage shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A *First Mortgage* is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

1.30 The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A *First Mortgagee* shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Lot, or any interest therein.

1.31 The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Salt Lake County, Utah.

1.32 The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.33 The term Permittee shall mean a Guest, tenant, resident occupant, visitor, invitee or family member.

1.34 The term Person shall mean and refer to a natural person, corporation, partnership, trust, corporation, or other legal entity.

1.35 The term Plans and Specifications shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

1.36 The term Project shall mean and refer to all of the MURRAY GROVE Subdivision, as shown on the Final Plat unless the context clearly requires otherwise.

1.37 The term Project Documents shall mean and refer to this Declaration, the Final Plat, Bylaws, Rules and Regulations, and Articles of Incorporation of the Association. The Project Documents may also be referred to as the "Governing Documents".

1.38 The term Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration and which comprise the Project.

1.39 The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

1.40 The term Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

1.41 The term Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to natural person or persons residing in the Home.

1.42 The term Single Family shall mean and refer to *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

1.43 The term Single Family Residence shall mean and refer to (a) both the architectural style of a Home and the nature of the residential use permitted; and (b) a single family detached residence in the Project as shown on the Final Plat, which shall include fee title to the Lot on which the Home is located, an undivided interest in the use of the Common Area and Facilities, subject to the Declaration.

1.44 The term Total Votes of the Association shall mean and refer to the total number of votes appertaining to all Lots in the Property.

1.45 The term Tract shall mean and refer to the Property.

1.46 The term Use Restrictions shall mean and refer to the rules, regulations and use restrictions described with particularity below, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

1.47 The term Visible From a Neighboring Property shall mean with respect to any object, that such object is or would be visible to an individual 6' tall, standing at ground level on any portion of the neighboring property.

II. SUBMISSION

The Property, described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference, is hereby resubmitted to the Declaration.

The Property is hereby again made subject to, and shall be governed by the Declaration, and the covenants, conditions and restrictions set forth herein.

The Property is 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.

ALL OF THE FOREGOING IS SUBJECT TO: This Declaration; all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Property 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 Final Plats 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 Property; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements contained in MURRAY GROVE include or will include certain Lots and Common Area, and other improvements of a less significant nature.

2. Description of Property. The Final Plat shows the type and location of each Lot and its Lot Number.

3. Legal Status of the Property. All Lots shall be capable of being privately and independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.

4. Membership in the Association and Voting Allocations. Each Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association.

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No _____ contained within MURRAY GROVE SUBDIVISION, as the same is identified in the Final Plat recorded in Salt Lake County, Utah as

Entry No. _____; _____ at Page _____ of the official records of the County Recorder of Salt Lake County, Utah (as said Final Plat may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of MURRAY GROVE SUBDIVISION, recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page _____ of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided membership interest in the Association.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of the Project Documents shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. The membership in the Association, shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association shall automatically accompany the transfer of the Lot to which it relates.

6. Mandatory Association. Each purchaser of a Lot by virtue of his acceptance of a deed or other document of conveyance shall automatically become a Member of the Association. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot.

7. Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any Person. The Property shall be used only for residential purposes.

8. Easements and Rights of Way. Declarant hereby grants and conveys to the Association, each Owner and Permittee the right and non-exclusive easement to use and enjoy the Property, subject to the Project Documents. Such rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions: (1) The right of the Association to limit the number of Guests and Permittees; (2) The right of the Association to suspend the voting privilege; and (3) The right of the Association to dedicate or transfer all or any part of the roads, utilities or similar improvements to any public agency, authority, or utility for the purpose of regulating transportation, maintaining the roadways or providing utilities and other similar or related purposes. Each Owner by virtue of his acceptance of a deed or other document of conveyance shall be entitled to the exclusive ownership and possession of his Lot, and membership in the Association.

9. Rules and Rights of Owners. Except as may be specifically set forth below, and subject to City ordinances and the Declaration, whichever is more restrictive, neither the Board of Directors nor the Association may adopt any rule in violation of the following provisions:

9.1 Similar Treatment. Similarly situated Owners, Guests and Permittees shall be treated similarly.

9.2 Religious and Holiday Displays. The rights of Owners and Permittees to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in the Project shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Lot.

9.3 Household Composition. No rule shall interfere with the freedom of the occupants of a Home to determine the composition of their households, except that the Declaration limits residency in a Home to a single family and the Association shall have the power to limit the total number of occupants permitted in each Home on the basis of the size and facilities of the Home.

9.4 Activities Within Lots. No rule shall interfere with the activities carried on within the confines of Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Lot, or that create an unreasonable sounds of annoyance.

9.5 Allocation of Burdens and Benefits. No rule shall alter the basis for allocation of financial burdens among various Lots. This provision does not affect the right of the Association to increase or decrease the amount of Assessments.

9.6 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Property shall apply prospectively only and shall not require the removal of any property which was being kept on the Property prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. The limitations in this subsection shall apply to rules only; they shall not apply to amendments to this Declaration.

10. Initial Use Restrictions and Nature of the Project. The Lots are subject to the following initial use restrictions which shall govern both the architecture and the activities within the Property:

10.1 Private Residence. No Lot (except as set forth below) shall be used except for residential purposes and all residents shall be obligated by the following requirements: No temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time.

10.2 Business Use. No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a City issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Board of Directors, as they may be modified from time to time; and (d) the resident has

obtained the prior written consent of the Board of Directors. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

10.3 Storage and Parking of Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the Property shall be subject to rules and regulations adopted by the Board of Directors; provided, however, there shall be no outside storage or parking upon any Lot or the Common Area of any automobile, Recreational, Commercial or Oversized vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation divide of any kind, except for Owners within the parking spaces in the Owner's garage and for visitors temporarily parking in spaces and in accordance with rules and regulations designated and promulgated by the Board of Directors. No Owners, Guests or Permittees shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally constructed. Parking in the private street is prohibited. No Owner may park his motor vehicle or trailer in the "visitor" parking areas provided within the Project. Parking shall be allowed in driveways located in tandem with the garage as long as it complies with the above requirements. Due to the strict parking restrictions within the Project, and subject to City conditions of approval for the development, sufficient space shall be retained in each garage to permit the parking of the intended number of vehicles therein.

10.4 Garbage and Refuse Disposal. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days. All garbage cans will be rolled to the public street for City pick-up.

10.5 Aerials, Antennas, and Satellite Systems. Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration any written guidelines established by the Architectural Review Committee. The Board of Directors may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations.

10.6 Animals and Pets. Large animals as that term is defined by City Ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Up to two (2) domestic pets as that term is defined by City Ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts shall be considered a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (e) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise

acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

10.7 Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Home are prohibited.

10.8 Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

10.9 Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the other residents, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

10.10 Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other outbuilding shall be used on any Lot at any time as a residence.

10.11 Neighborhood Activities. This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with the nearby residential and commercial areas.

10.13 Laws. Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

10.14 Damage or Waste. Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Home, and promptly restore the property to its prior condition.

11. Architectural Review Committee. The Board of Directors shall have the right, power and authority to resolve all architectural, design and related issues, and in this capacity shall act as an Architectural Review Committee (the "ARC").

11.1 ARC Powers and Standing. Any instrument executed by the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

11.1.1 The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two (2) or more Owners; and

11.1.2 The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions.

11.2 Landscaping. The Lots shall be landscaped as follows:

11.2.1 The ARC must approve in writing the landscaping plan for each Lot. The initial landscaping plan shall not be modified, altered or changed without the express prior written consent of the ARC. All landscaping must be completed within nine (9) months of the date of the substantial completion of the construction of the Home.

11.2.2 Each Owner shall landscape and maintain his Lot at his sole cost and expense.

11.2.3 All landscaping shall be reasonably maintained.

11.2.4 Upon written request of the ARC, any non-conforming landscaping may be removed and the property restored to its original condition by the Association or its agent, forthwith and without being guilty of a trespass, and at the expense of Owner or resident.

11.3 Snow Removal. The Association shall be responsible for the removal of snow and ice accumulations from the private roads. Each Owner shall be responsible for the removal of ice and snow accumulations from his Lot.

11.4 Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property.

11.4.1 Within these easements and rights of way, no structure, planting or other materials 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, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way.

11.4.2 The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

11.5 Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change

the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels.

11.5.1 The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible.

11.5.2 It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Declarant, City and/or Utah County.

11.6 Procedures for Approval of Plans and Specifications. The ARC shall review and approve plans for all buildings proposed for erection, placement, or alteration within the Project. The City may require that building permit applications show evidence that the ARC has approved each building plan. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges, by acceptance of a deed or other document of conveyance, that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

11.7 No Waiver of Future Approvals. The approval of the ARC 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 the ARC, 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.

11.8 Variance. The ARC may authorize variances from compliance with any of the architectural 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) stop the ARC 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.

11.9 Limitation of Liability. Neither the Declarant nor the ARC, or any of their employees, agents, representatives 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. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

11.10 Professional Architects and Designers. Designs submitted for approval must be prepared by architects or by qualified residential designers of outstanding ability whose previous work must be available for inspection and evaluation as a part of the approval process.

11.13 Enforcement of Architectural Guidelines. Any construction, installation, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming.

11.13.1 Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work.

11.13.2 Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

11.14 Fencing is not allowed without the express prior written consent of the ARC.

12. Leases. No Owner may lease individual rooms to separate Persons or less than his entire Home without the express prior consent of the Board of Directors. All lease agreements shall be in writing. Copies of lease or rental agreements and the contact information for the renters shall be provided to the Management Committee upon request.

13. Encroachments. If any portion of a Lot or Home encroaches or comes to encroach upon another Lot as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

14. Board of Directors. The Association shall be governed, directed and managed by a Board of Directors comprised of three (3) Owners who shall be duly qualified and elected (or appointed).

15. Status and General Authority of Board of Directors. Any instrument executed by the Board of Directors that recites facts which, if true, would establish the power and authority of the Board of Directors to accomplish through such instrument what is purported to be

accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs below, constitute a legal entity capable of dealing in its own name or in the name of the Board of Directors. The Board of Directors shall have, and is hereby granted, the following authority and powers:

15.1 Access. To enter into or upon any Lot to (1) make repairs to and to do other work necessary for the proper maintenance and operation of the Project during reasonable hours and after reasonable notice to the occupant of the Lot; and (2) for making emergency repairs necessary to prevent damage to the Property or to another Lot, provided that a reasonable effort is made to provide notice to the occupant of the Lot prior to entry.

15.2 Grant Easements. With or without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

15.3 Execute Documents. To execute and record, on behalf of all Owners, any amendment to the Declaration or Final Plat which has been approved by the vote or consent necessary to authorize such amendment.

15.4 Standing. To sue and be sued.

15.5 Enter Into Contracts. To enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

15.6 Promulgate Rules. To promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Board of Directors in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration.

15.7 All other Acts. To perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions on behalf of the Owners.

16. Delegation of Management Responsibilities. The Property shall be managed by a professional manager, selected by the Board of Directors. The agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Board of Directors shall provide, or be deemed to provide hereby, that either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and no contract may be for an initial term greater than one (1) year.

17. Annual Meeting of the Association. The Association shall meet on a periodic basis at least annually at a time and place set by the Board of Directors.

18. Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Board of Directors shall maintain up-to-date records showing: (a) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him; (b) the name and address of each resident; (c) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Lot which is encumbered by the Mortgage held by such person or entity; and (d) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Board of Directors with written evidence verifying that the transfer has occurred, that the Deed or other instrument accomplishing the transfer is of record in the Office of the County Recorder, and that the transferee has received a copy of the Declaration and Bylaws then in force. The Board of Directors may for all purposes act and rely on the information concerning ownership in its records or, at its option, the official records of the County Recorder. The address of any Owner shall be deemed to be the address of the Lot owned by such person unless the Board of Directors is otherwise advised in writing.

19. Capital Improvements. All Common Expenses for Capital Improvements or Additions to the Project shall be governed by and subject to the following conditions, limitations and restrictions:

19.1 Board of Directors Discretionary Expenditure Limit. Any Capital Improvement or Addition to the Project which costs ten percent (10%) or less of the Total Annual Budget for the Project, and does not alter the nature of the Project, may be authorized unilaterally by the Board of Directors (the "Capital Improvement Expenditure Ceiling").

19.2 Expenditure Requiring Consent of Owners. Any Capital Improvement or Addition, the cost of which will exceed the Capital Improvement Expenditure Ceiling, must, prior to the commencement of construction, be authorized in writing by at least a majority of the Owners.

19.3 Improvements Changing the Nature of the Project. Any Capital Improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the Owners.

20. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Home will be preserved without impairment. The Association does not have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

21. The Maintenance Responsibility of the Owners. Each Owner shall maintain, replace, and keep his Lot, Home, and any property he privately owns in a state of good condition and repair.

22. Garbage Removal. Garbage service by the City will be limited to service from public streets only.

22.1 Owners shall place their garbage in suitable plastic bags, sacks or containers and deposit them immediately into the designated garbage containers.

22.2 Garbage containers shall be stored so as not to be Visible From a Neighboring Property or the street except on garbage pick-up day each week and then for a period of no longer than twenty four (24) hours.

23. Standard of Care - Generally. Each Lot and Home shall be maintained in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition. If a dispute arises between a Owner or resident and the Association as to the condition of a Lot, the decision of the Board of Directors shall be final, binding and conclusive.

24. Common Expenses. Each Owner by virtue of his acceptance of a Deed or other document of conveyance to a Lot covenants to and shall pay his share of the Common Expenses, and Assessments to the Association in accordance with the Declaration, including any Individual Charges.

24.2 Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, enforcing the Project Documents and regulating the Community, all as may be more specifically authorized from time to time by the Board of Directors.

24.3 Creation of Assessments. Since the Assessments shall pay for the Common Expenses of the Association, as shall be determined by the Board of Directors from time to time, each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Board of Directors.

24.4 Budget. At least thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall prepare and deliver to the Owners a proposed Budget which:

24.4.1 Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

24.4.2 Basis. Shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Project, enforcement of the Project Documents and regulation of the Association, which estimate shall include but is not

limited to expenses of management, maintenance, taxes and special assessments, premiums for insurance, wages, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

24.5 Apportionment. The Common Expenses and voting rights of the Property shall be charged to and distributed among the Owners equally. The percentages of ownership in the Association shall be of a permanent character. Neither this subsection nor the percentages of ownership may be amended or changed without the express prior written consent of at least two-thirds (2/3) of the Lots anything to the contrary notwithstanding.

24.6 Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the percentage of ownership interest in the Association. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Board of Directors fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

24.7 Personal Obligation of Owner. Owners are liable to pay all Assessments assessed and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (a) the Owner of both the legal and equitable interest in any Lot; (b) the owner of record in the offices of the County Recorder of Salt Lake County, Utah; and (c) both the Buyer and Seller under any executory sales contract or other similar instrument.

24.8 Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

24.9 Dates and Manner of Payments. The dates and manner of payment shall be determined by the Board of Directors.

24.10 Reserve Account. The Board of Directors shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.

24.11 Statement of Assessments Due. Upon written request, the Board of Directors shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may

require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

25. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year, subject to the following:

25.1 Board of Directors Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100th Dollars (\$500.00) per Lot in any one fiscal year (the "Special Assessment Limit"), the Board of Directors may impose the special assessment without any additional approval.

25.2 Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Board of Directors in its discretion may allow any special assessment to be paid in installments.

26. Collection of Assessments. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10th day of the month in which they were due.

26.1 Delinquent Assessments. Any Assessment not paid when due shall be deemed delinquent and a lien securing the obligation shall automatically attach to the Lot, regardless of whether a written notice is recorded.

26.2 Late Fees and Default Interest. A reasonable late fee may be charged by the Board of Directors on all late payments. Default interest at a rate determined by the Board of Directors shall accrue on the outstanding balance of any account.

26.3 Lien. If any Lot Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Board of Directors or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing Lot or special improvement district; and (2) 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.

26.4 Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Board of Directors, institute suit to collect the amounts due and/or to foreclose the lien.

26.5 Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

26.6 No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Lot.

26.7 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

26.8 Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Board of Directors. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law, including a judicial or non-judicial foreclosure. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Directors may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

26.9 Appointment of Trustee. If the Board of Directors elects to foreclose the lien in the same manner as the non-judicial foreclosure of a deed of trust, then the Owner by accepting a deed to the Lot hereby authorizes the Board of Directors to execute and record a written Appointment of Trustee, appointing the attorney for the Association as the Trustee, provided he is a member of the Utah State Bar, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

26.10 Appointment of Attorney in Fact to Collect Rents. Each Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and Owner is more than thirty (30) days delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

26.11 Lenders, Foreclosures and Unpaid Assessments. Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Lot pursuant to the remedies in the

mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for any reasonable attorney fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including reasonable attorney fees, against the Lot for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

27. Liability of Board of Directors. The Association shall indemnify every officer and member of the Board of Directors against any and all expenses, including but not limited to attorneys fees reasonably incurred by or imposed upon any officer or member of the Board of Directors in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or member of the Board of Directors. The officers and members of the Board of Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, misconduct or bad faith. The officers and members of the Board of Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board of Directors may also be Owners), and the Association shall indemnify and forever hold each such officer and member of the Board of Directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board of Directors, or former officer or member of the Board of Directors, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers and directors insurance coverage to fund this obligation, if such insurance is reasonably available.

28. Insurance. The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners.

28.1 Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):

28.1.1 Public Liability. Public liability coverage for the Common Areas and Facilities;

28.1.2 Common Area and Facilities. Property, fire and extended hazard coverage for all Common Areas, Elements and Facilities:

28.1.3 D&O. Directors and officers coverage; and

28.1.4 Fidelity Bond. A fidelity bond.

The Association Master Policy **DOES NOT** cover any Lots or Homes or any contents or personal property in a Lot or Home or belonging to the Owner or renter (as defined below), or personal liability. Coverage A (to the extent defined above) and Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property -- are excluded from the Association Master Policy. The Association **IS NOT REQUIRED** to cover property, fire or hazard insurance on a Lot or Home or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.

28.2 Insurance Obligation of Owner. The foregoing obligation and right of the Association to purchase insurance coverage DOES NOT preclude the right or negate the obligation of each Owner to insure his own Lot for his benefit. **EACH OWNER SHALL OBTAIN AT LEAST THE FOLLOWING INSURANCE COVERAGE** (collectively, "Owner Policy"):

28.2.1 Public Liability Insurance. **PUBLIC LIABILITY COVERAGE FOR HIS LOT.**

28.2.2 Coverage "A" Building. Each Owner shall obtain adequate Coverage "A" Building insurance (as that term is defined by the standard homeowners insurance policy). For use herein the term "adequate" shall mean **A COVERAGE "A" BUILDING POLICY IN AN AMOUNT SUFFICIENT TO REPLACE THE HOME AND OTHER PHYSICAL IMPROVEMENTS CONSTRUCTED OR PLACED UPON THE SINGLE LOT.**

28.3 Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property/ Contents and Lost Rents. **EACH OWNER IS RESPONSIBLE TO PURCHASE COVERAGE C – PERSONAL PROPERTY INSURANCE COVERING THE CONTENTS OF HIS LOT AND LOST BUSINESS, RENTS OR RENTAL INCOME.** For use herein the term "contents" shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, televisions, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specified in the original design and specifications, and all personal property, belongings and effects in the Lot. Building or Common Area and Facilities not covered by the Master Association Policy.

28.4 Premium Is An Individual Expense. The insurance premium on the Owner Policy shall be an Individual Expense.

28.5 Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

28.6 Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

28.7 Certificate of Insurance. Each Owner shall provide the Association with a "Certificate of Insurance" upon request.

28.8 Owner's Default. If an Owner fails to obtain an Owner Policy or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to purchase the required insurance and treat the cost as an Individual Expense. Anything to the contrary notwithstanding, if an Owner fails to obtain his required Owner Policy, then he shall be personally responsible to pay any deductible on the Master Association Policy as well as any and all costs, up the minimum amount of coverage, incurred for repairs of or to the building as defined above.

28.9 Payment of Deductible. It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (1) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (2) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. It is the intent of the Declarant to obtain property, fire and extended hazard insurance with a \$5,000.00 deductible. This amount may be increased or decreased unilaterally by the Board of Directors upon a written recommendation for its insurance agent without amending the Declaration. Each Owner is encouraged to purchase insurance to cover the cost of the deductible.

28.10 Right to Adjust Claims. The Association has the right, power and authority to adjust claims.

28.11 Use of Insurance Proceeds and Repairs. Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

28.12 Primary Coverage. It is the intent of the Declarant that the Owner Coverage A Building provide **PRIMARY** coverage and that the Association Master Policy provide **SECONDARY** coverage.

28.13 Changes in Amounts of Required Insurance. The amounts of insurance required may be increased or decreased unilaterally by the Board of Directors.

29. Condemnation and Eminent Domain. If the state or a municipality, private person, corporation or other legal entity authorized to exercise functions of public character

exercises its power of eminent domain to acquire private property for public use by condemnation, it shall do so in accordance with Utah law and in return for just compensation. For use herein the term "condemnation" shall mean the process of taking private property, without the consent of the owner, for public use through the power of eminent domain.

30. Mortgage Protection. The lien or claim against a Lot for unpaid Assessments levied pursuant to the Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

30.1 Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available there under shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot the lien of any Assessments becoming due thereafter.

30.2 Books and Records Available for Inspection. The Board of Directors or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, Bylaws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Board of Directors and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

30.3 Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

30.4 Eligible Mortgagee Designation. Upon written request to the Association or Board of Directors by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Lot Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

30.4.1 Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

30.4.2 Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty (60) days.

30.4.3 Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Board of Directors or the Association.

30.4.4 Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

31. Amendment.

31.1 General. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Lots cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or delegate of the Association shall certify that the vote required by this Section for Amendment has occurred.

31.2 Unilateral Right of Board of Directors to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, the Declaration may be amended by the Declarant unilaterally at any time and from time to time by the Declarant unilaterally if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing.

31.3 To Satisfy Requirements of Lenders. Notwithstanding anything to the contrary, the Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots s, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot , or any portions thereof. Any such amendment shall be effected by the recordation by the Declarant of an Amendment duly signed by the President of the Declarant, specifying the federal, state or local governmental agency or the federally

chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and Memberships and all persons having an interest therein.

32. Combination of Lots. An Owner of two or more adjoining Lots shall have the right upon approval of the Board of Directors, City, and the mortgagees of said Lots, to combine one or more adjoining Lots or portions thereof and to alter or amend the declaration and map to reflect such combination.

32.1 Such amendments may be accomplished by the Owner recording an amendment or amendments to this declaration, together with an amended map or maps containing the same information with respect to the altered Lots as required in the initial declaration and map with respect to the initial Lots. All costs and expenses required in such amendments shall be borne by the Owner desiring such combination.

32.2 All such amendments to the Declaration and Murray Grove Final Plat must be approved by City and attorneys employed by the Board of Directors to insure the continuing legality of the Declaration and the Map. The cost of such review by the attorneys shall be borne by the person wishing to combine the Lots.

32.3 Any amendments of the Declaration or Murray Grove Final Plat pursuant to this Section shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the Association which are appurtenant to the Lots involved in the alterations. The percentage of undivided interest in the Association appurtenant to all other Lots shall not be changed. All such amendments must, in all instances, be consented to by the Board of Directors and also all other persons holding interest in the Lots affected. The consent of other Owners need not be obtained to make such amendments or alterations valid, providing the percentages of undivided interest in the Association remain unchanged.

33. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

34. Severance. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this Declaration is deemed to be inconsistent, incongruent or in conflict with any Lender guidelines (the "Inconsistent Provision") for the financing, insuring or the guaranty of the Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be

construed and enforced as if the Declaration did not contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

35. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

36. Enforcement and Right to Recover Attorneys Fees.

36.1 General Remedies. Should the Association, Board of Directors or an aggrieved Owner be required to take action to enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

36.2 Additional Remedies. In addition, the Board of Directors may impose the following sanctions after proper notice and the opportunity to be heard:

36.2.1 imposing Individual Charges and fines, which may be secured by a lien against the Owner's interest in the Property;

36.2.2 suspending an Owner's right to vote;

36.2.3 exercising self-help or taking action to abate any violation of the Project Documents in a non-emergency situation;

36.2.4 exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);

36.2.5 requiring an Owner at his sole expense to remove any structure or improvement in the Common Area and Facilities, and upon the failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass;

36.2.6 without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Project Documents; and

36.2.7 levying Individual Charges to cover costs and expenses incurred by the Association to bring an Owner into compliance.

37. Agent for Service of Process. The President of the Association is the person to receive service of process. The initial Registered Agent is Britney Green and the initial office of the Registered Agent is 6484 Sadie Lane, Murray, UT 84121.

38. Term. This Declaration shall continue perpetually unless sooner terminated by the unanimous written consent of all Owners.

39. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Final Plat shall take effect upon its being filed for record in the Office of the County Recorder.

EXECUTED the 1 day of ~~March~~, 2009.
April

DECLARANT:
MURRAY GROVE HOMEOWNERS ASSOCIATION

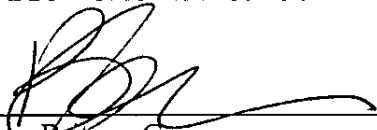
By: 
Name: Britney Green
Title: President

EXHIBIT "A"

**LEGAL DESCRIPTION
MURRAY GROVE SUBDIVISION**

The land referred to in the foregoing document as MURRAY GROVE SUBDIVISION is located in Salt Lake County, Utah and more particularly described as follows:

RXLP MURRAY GROVE
B FLG BLK/BLDG

IND	FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
L		1	22-20-277-035-0000	NO
L		2	22-20-277-036-0000	NO
L		3	22-20-277-037-0000	NO
L		4	22-20-277-034-0000	NO
L		5	22-20-277-033-0000	NO
L		6	22-20-277-032-0000	NO
L		7	22-20-277-031-0000	NO
L		8	22-20-277-030-0000	NO
L		ST	22-20-277-038-0000	NO

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

EXHIBIT "B"
BYLAWS
OF
MURRAY GROVE HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1 .01 Name and Location. The name of the association is the Murray Grove Homeowners Association (the "Association"). The principal office of the corporation shall be located at 6484 Sadie Lane, Murray, UT 84121, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Section 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Members of the Association may be called at any time by the President or by a majority of the Members of the Board of Directors.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Association shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. The Owners present in person or by proxy at a meeting shall constitute a quorum for any action except as otherwise expressly provided in the Project Documents.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Owner.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

Section 4.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) Owners. Each Member must be duly qualified and appointed or elected. A Member who is not current on the payment of his Assessments or other charges shall not be considered qualified to be nominated or to serve on the Board of Directors.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Member on the Board of Directors shall serve a term of at least two (2) years.

Section 4.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a member of the Board of Directors, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.05 Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.06 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Members. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.07 Voting. Each Lot shall have one vote.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association.

Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 5.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such assessments in accordance with the Declaration.

Section 5.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and assessments levied upon the Common Areas and Facilities and all taxes and assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 6.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 6.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the

secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out and (c) sign all contracts.

Section 6.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses and (e) perform such other duties as may be required by the Board of Directors.

ARTICLE VII ARCHITECTURAL REVIEW AND OTHER COMMITTEES

Section 7.01 Architectural Review Committees. The Architectural Review Committee shall consist of three Members who shall be the Board of Directors.

Section 7.02 Other Committees. Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

Section 8.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Property, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 8.02 Signatures. All checks, drafts, contracts, and legally binding agreements must be signed by at least two (2) persons, one of whom must be the president or secretary, and the other the professional property manager.

Section 8.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by a member of the Board of Directors or officer of the Association who has executed a service contract, the property manager or an independent bookkeeper or accountant, who is not a member of the Board of Directors or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered designee by the bookkeeper or accountant to each Member and Association or their designee. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 8.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

ARTICLE IX AMENDMENTS

Section 9.01 Amendment to Bylaws. These Bylaws may only be amended (a) the affirmative vote of a majority of the members of the Board of Directors, or (b) the affirmative vote of a majority of the Lots.

Section 9.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

ARTICLE X MISCELLANEOUS

Section 10.01 Miscellaneous. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 1 day of March, 2009.

APR 1

DECLARANT:

MURRAY GROVE HOMEOWNERS ASSOCIATION

By: 

Name: Britney Green

Title: President

EXHIBIT "C"

Copies of Ballots Approving Declaration and Bylaws

1. MURRAY GROVE

3. The undersigned member hereby votes as follows:

I am a Lot Owner at Murray Grove and I am in favor of the proposed Declaration of Covenants, Conditions and Restrictions, and Bylaws for Murray Grove (please mark only one selection):

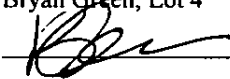

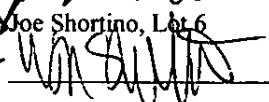
_____	Date	[] Yes [] No
Jess Campbell, Lot 1		
_____	Date	[] Yes [] No
Linda Campbell, Lot 1		
<i>Marty Gollaher</i> 2-17-09		<input checked="" type="checkbox"/> Yes [] No
Marty Gollaher, Lot 2		
<i>Tamra Gollaher</i> 2-17-09		<input checked="" type="checkbox"/> Yes [] No
Tamra Gollaher, Lot 2		
_____	Date	[] Yes [] No
Ivan Blagorenko, Lot 3		
_____	Date	[] Yes [] No
Bryan Green, Lot 4		
_____	Date	[] Yes [] No
Britney Green, Lot 4		
_____	Date	[] Yes [] No
Mark Olschewsky, Lot 5		
_____	Date	[] Yes [] No
Joe Shortino, Lot 6		
_____	Date	[] Yes [] No
Lisa Shortino, Lot 6		
_____	Date	[] Yes [] No
Mark Spencer, Lot 7		
_____	Date	[] Yes [] No
Wade Holbrook, Lot 8		
_____	Date	[] Yes [] No
Kay Holbrook, Lot 8		

MURRAY GROVE HOMEOWNERS ASSOCIATION

WRITTEN BALLOT

The undersigned member hereby votes as follows:

I am a Lot Owner at Murray Grove and I am in favor of the proposed Declaration of Covenants, Conditions and Restrictions, and Bylaws for Murray Grove (please mark only one selection):

_____		[] Yes [] No
Jess Campbell, Lot 1	Date	
_____		[] Yes [] No
Linda Campbell, Lot 1	Date	
_____		[] Yes [] No
Marty Gollaher, Lot 2	Date	
_____		[] Yes [] No
Tamra Gollaher, Lot 2	Date	
_____		[] Yes [] No
Jeff White, Lot 3	Date	
_____		[] Yes [] No
Bryan Green, Lot 4	Date	
		<input checked="" type="checkbox"/> Yes [] No
Britney Green, Lot 4	Date	
_____		[] Yes [] No
Mark Olschewsky, Lot 5	Date	
		[] Yes [] No
Joe Shortino, Lot 6	Date	
	11-9-18	<input checked="" type="checkbox"/> Yes [] No
Lisa Shortino, Lot 6	Date	
_____		[] Yes [] No
Mark Spencer, Lot 7	Date	
_____		[] Yes [] No
Wade Holbrook, Lot 8	Date	
_____		[] Yes [] No
Kay Holbrook, Lot 8	Date	

MURRAY GROVE HOMEOWNERS ASSOCIATION WRITTEN BALLOT

The undersigned member hereby votes as follows:

I am a Lot Owner at Murray Grove and I am in favor of the proposed Declaration of Covenants, Conditions and Restrictions, and Bylaws for Murray Grove (please mark only one selection):

_____		[] Yes [] No
Jess Campbell, Lot 1	Date	
_____		[] Yes [] No
Linda Campbell, Lot 1	Date	
_____		[] Yes [] No
Marty Gollaher, Lot 2	Date	
_____		[] Yes [] No
Tamra Gollaher, Lot 2	Date	
<i>Tamra Gollaher</i>	<i>3/24/09</i>	<input checked="" type="checkbox"/> Yes [] No
<i>Ivan Blagorenko</i>		[] Yes [] No
Ivan Blagorenko, Lot 3	Date	
_____		[] Yes [] No
Bryan Green, Lot 4	Date	
_____		[] Yes [] No
Britney Green, Lot 4	Date	
<i>Brandon Stringham</i>	<i>3/19/09</i>	[] Yes [] No
Brandon Stringham, Lot 5	Date	
_____		[] Yes [] No
Jos Shortino, Lot 6	Date	
_____		[] Yes [] No
Lisa Shortino, Lot 6	Date	
_____		[] Yes [] No
Mark Spencer, Lot 7	Date	
_____		[] Yes [] No
Wade Holbrook, Lot 8	Date	
_____		[] Yes [] No
Kay Holbrook, Lot 8	Date	

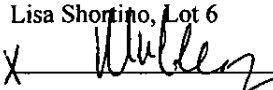
200

MURRAY GROVE HOMEOWNERS ASSOCIATION

WRITTEN BALLOT

The undersigned member hereby votes as follows:

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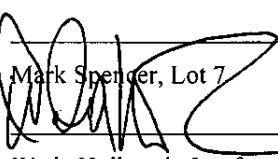
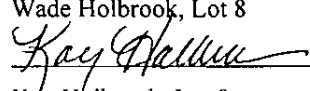
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Jess Campbell, Lot 1	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Linda Campbell, Lot 1	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Marty Gollaher, Lot 2	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Tamra Gollaher, Lot 2	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Ivan Blagorenko, Lot 3	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Bryan Green, Lot 4	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Britney Green, Lot 4	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Brandon Stringham, Lot 5	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joe Shortino, Lot 6	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lisa Shortino, Lot 6	Date	
X 		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mark Spencer, Lot 7	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Wade Holbrook, Lot 8	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Kay Holbrook, Lot 8	Date	

MURRAY GROVE HOMEOWNERS ASSOCIATION

WRITTEN BALLOT

The undersigned member hereby votes as follows:

I am a Lot Owner at Murray Grove and I am in favor of the proposed Declaration of Covenants, Conditions and Restrictions, and Bylaws for Murray Grove (please mark only one selection):

_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Jess Campbell, Lot 1	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Linda Campbell, Lot 1	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Marty Gollaher, Lot 2	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Tamra Gollaher, Lot 2	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Ivan Blagorenko, Lot 3	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Bryan Green, Lot 4	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Britney Green, Lot 4	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Brandon Stringham, Lot 5	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joe Shortino, Lot 6	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lisa Shortino, Lot 6	Date	
_____		<input type="checkbox"/> Yes <input type="checkbox"/> No
 Mark Spencer, Lot 7	Date	
_____		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Wade Holbrook, Lot 8	Date	
 Kay Holbrook	Date	
Kay Holbrook, Lot 8	Date	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No