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HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs - 2024

Harrisburg Estates
134 Redbluff Drive
Hurricane, UT 84737

DOC # 20240039457

Amended Restrictive Covenants Page 1 of 108
Gary Christensen Washington County Recorder
12/12/2024 04:38:33 PM Fee \$ 472.00
By JENKINS & BAGLEY



Record against the property
described in Exhibit A

HARRISBURG ESTATES OWNERS ASSOCIATION

AMENDED AND RESTATED

COVENANTS, CONDITIONS,

AND RESTRICTIONS (CC&R's)

7th AMENDMENT

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

ARTICLE I
DEFINITIONS

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

The words defined are in alphabetical order.

Architectural Control Committee (ACC) – refers to a committee with a minimum of five (5) members, one of which is a member of the HEOA Board of Directors. This committee shall decide those matters with respect to architectural control as are conferred upon it by this Declaration as stated in Article VI, Section 1, paragraph X.

Article – means the one of the ten (10) sections that comprises of these HEOA CC&R's.

Articles – means the Articles of Incorporation of the HEOA, which are, or shall be filed in the Office of the Secretary of the State of Utah, as may be amended from time to time by the Board of Directors.

Assessment – means a charge imposed or levied by the Association; on or against a lot or a lot owner, and pursuant to a governing document recorded with the county recorder. Assessment includes a common expense.

Association – means and refers to the Harrisburg Estates Owner's Association, a nonprofit Utah Corporation.

Board – means the Board of Directors of the HEOA, regardless of name, with primary authority to manage the affairs of the Association

By-Laws – means the By-Laws of the HEOA as may be amended after membership notification and discussion by the Board.

CC&R's or Declaration – means the HEOA Restated and Amended Covenants, Conditions, and Restrictions set forth in this entire document, including any Exhibits, and as may be amended from time to time.

Child/Children – means any person under the age of majority, which is eighteen years of age under Utah law.

Common Areas – means all real property and facilities owned by the HEOA for the common use and enjoyment of the owners. Common Areas are maintained by the Association.

Family – means parents, children, grandchildren, and great grandchildren or siblings of an Owner.

Governing Documents – means a written instrument by which the Association may exercise powers, manage, maintain, or otherwise affect the property under the jurisdiction of the Association. Governing documents include Articles of Incorporation, By-Laws, Plat Maps, CC&Rs, and Rules and Regulations of the Association.

Grandfathered – Grandfathering means that a new CC&R provision (or other rule) is passed that applies to future conduct but exempts current or prior conduct.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

Guest – means a person visiting an Owner or an Owner's Lot on a short-term basis (30 days or less). Exceptions for extenuating circumstances must have PRIOR written approval by the Board.

HEOA – means and refers to the Harrisburg Estates Owner's Association, a nonprofit Utah Corporation, its successors and assigns.

HEOA Improvements – means the buildings, roads, parking areas, lighting fixtures, fences, walls, trees, shrubs, plantings, swimming pool and spa, lawns and all other structures or landscaping which belong to the HEOA Common Areas.

Limited Common Area(s) – means limited Common Areas described on the Plat Maps and allocated for the exclusive use of one or more Lot Owners.

Living Unit – means a structure designed and built as a residence, including park models, manufactured homes and site-built homes, and specifically approved RV's.

Lot – means any separate parcel of real property shown upon a recorded plat map of the Harrisburg Estates, not including the Common Areas.

Manager or Management – means the professional or other management as required, retained by the HEOA to supervise the operation of the Harrisburg Estates.

Member – means Owner as defined.

Owner(s) – means the owner of record, whether one (1) or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities that hold an interest in a Lot merely as a security for the performance of an obligation or a Lot owned by an entity or trust, regardless of who occupies the Lot, unless the trust or entity was created for estate planning purposes and was created for either: (1) the estate of a current Owner of the Lot; or (2) the parent, child, grandchild or siblings of the current resident of the Lot. Except as described otherwise herein, Owner shall not include a lessee or tenant of a Lot.

Property or Properties – means that certain real Property comprising Phases 1, 2, and 4 of Harrisburg Subdivision described in Exhibits A

Permanent Basis – means Owner(s) that reside in a unit in excess of thirty (30) days in any-one (1) year period.

Quorum – means a simple majority of the HEOA Board in accordance with Utah Code 52-4-103 (11) (a)

Recreational Vehicles – means Motor Homes, Travel Trailers, 5th Wheel Trailers, etc. All RVs must be no **more than ten (10) years old** with the ACC determining the condition of said RV at the time of their first use on the Lot. Even if an RV is less than ten (10) years old and in a questionable condition, the ACC shall determine if the condition is approved for moving into Harrisburg Estates. A decision by the ACC Committee shall be subject to appeal to the Board Of Directors in accordance with the appeal procedure. If approval is denied by the ACC and the Board of Appeal, a 30-day time limit for removal of said RV is the responsibility of the Lot Owner.

Rental of Lot for Recreational Vehicles – means Lot Owners who are renting their Lot. Lot Owner shall verify the age (limit 10 years) and/or condition of an RV before rental of lot. The ACC may require the removal if there is a questionable condition of said RV. If the ACC

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

determines the removal of the RV is needed, the Owner will be notified and held responsible for the removal of the RV within 30-days.

Rental or Rented – means a Lot owned by a natural person(s) (i.e., not an entity or trust) that is occupied by someone who is not the Owner or the Owner's parents, child, grandchild, great grandchild, or sibling, with a rental or lease contract in effect between the Renter/Lessee and the Owner. **Owner must apply in office. No more than 10% of the lots may be rented.**

Rules and Regulations – means the Rules and Regulations document adopted/amended by the Board.

Single-Family Occupancy Limits – is a maximum occupancy per unit of two (2) persons per bedroom. For example, if a Lot were occupied by a recreation vehicle (RV), a park model home, or a stick-built home and there was a one (1) bedroom in the unit a total of two (2) people would be allowed to live in the unit on a permanent basis. If the Lot is occupied by a unit containing two (2) bedrooms, a total of four (4) people would be allowed to live in the unit on a permanent basis. Single-family shall have the meaning assigned to it in the Hurricane City Ordinances.

Unit – means a residential structure placed on a Lot, RV, park model, manufactured home, or stick-built home.

Utah Community Association Act – means the act to which the Property is subject to: The Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time by the Utah State Legislature.

ARTICLE II
THE ASSOCIATION (HEOA)

Section 1. **Organization**

- A. The Association (HEOA) is a Utah nonprofit corporation charged with the duties and invested with the powers prescribed By-Laws as set forth in the Articles, By-Laws and these CC&Rs. Neither the Articles nor By-Laws shall for any reason, be amended or otherwise changed or interpreted to be inconsistent with these CC&Rs.
- B. Board of Directors and Officers. The affairs of the HEOA shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with these CC&Rs, Articles and the By-Laws, as same may be amended with discussion from members from time to time. Except as limited in HEOA By-Laws, the Board acts in all instances on behalf of the HEOA.

Section 2. **Authorities of the HEOA**

The HEOA shall have such rights, duties and powers as set forth in these CC&Rs, and the Articles as may be amended from time to time.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

Section 3. **Rules**

The Board may adopt, amend, as per 57-8a-104, accept, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not consistent with these CC&Rs or the State of Utah Community Association in the case of imminent risk of harm to a Common Area, a Limited Common Area, and Owner, a Lot or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of Act.

The rules and regulations may restrict and govern the use of any area by any owner or by an invitee, licensee or lessee of such Owner. A copy of the Rules and Regulations shall be emailed, mailed, or delivered to each Owner and they have the same force and effect as set forth in these CC&Rs.

Section 4. **Personal Liability**

No member of the Board or any committee of the HEOA or any officer of the HEOA or any HEOA manager shall be personally liable to any Owner or any other party, including the HEOA, for any damage, loss or prejudice suffered or claimed on account of any act, omission, or error, or negligence of the HEOA, the Board, any HEOA manager or any representative or employee of the HEOA, provided that such person has, upon the basis of such information as may be possessed by him/her, acted in good faith, without willful or intentional misconduct.

ARTICLE III
VOTING RIGHTS

Section 1. **Membership**

Every Owner shall be a Member of the HEOA.

Section 2. **Eligibility to Vote**

Only Owners current with HEOA dues or assessments will be eligible to vote.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

Section 3. **Multiple Owners**

When more than one (1) person is the Owner of a Lot, all such persons shall be *Members*. The vote for such Lot may be exercised as the Owners among themselves determine, **but** in no event shall more than one (1) ballot be cast with respect to any Lot. In the event more than one (1) ballot is cast from a particular Lot, none of said Votes shall be counted and said Votes shall be deemed void.

Section 4. **General Voting**

Owners will vote on any matters that come before the members for a vote. The Board shall be elected by vote of the HEOA Owners.

**ARTICLE IV
MEMBERS RIGHTS**

Section 1. **Bound by Governing Documents**

Each Member shall have such rights, duties and obligations as set forth in these CC&Rs, the Articles and By-Laws, and Rules and Regulations of the HEOA, as same may be amended from time to time.

Section 2. **Appurtenance of Membership**

The HEOA membership of each Owner of a Lot shall be appurtenant to and may not be separated from the membership in the HEOA, shall not be transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession testamentary disposition, foreclosure of a mortgage record, exercise of a power of sale under the provisions of a deed of trust of such legal process as now in effect and may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to said Lot shall operate to transfer said membership to the new Owner thereof.

**ARTICLE V
PROPERTY RIGHTS**

Section 1. **Owners' Easements of Enjoyment.**

Except as limited herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas, for the purposes for which said various areas are intended, which shall be appurtenant to, and shall pass with the title to every Lot, subject to the following provisions:

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

The right of the HEOA to charge reasonable fees for the use of any facility situated upon said areas.

- A. The HEOA may suspend the right to use of the facilities by an Owner for any period during which any assessment against the Lot remains unpaid or for any infraction of these CC&Rs, Articles, By-Laws or the Rules and Regulations in effect as may have been amended.
- B. The right of the HEOA to dedicate, transfer or convey, all or any part of said areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members as hereinafter provided. No such dedication, transfer, or conveyance shall be effective unless an instrument, signed by Owners representing (75%) of the Lots and agreeing to such dedication, transfer, or conveyance has been recorded and as approved by current law.
- C. The HEOA shall maintain all such areas conveyed including any structures or improvement (such as other recreational amenities, clubhouses, restrooms & shower facilities and the like), as included in phase 1, 2, & 4.

Section 2. **Delegation of Use of Common Areas.**

Any Owner may delegate, in accordance with these CC&Rs, Articles, and By-Laws, his right of enjoyment of the Common Area, to the following persons:

- a. The members of his family visiting Owners or staying overnight on Owner's property.
- b. Lessees/tenants.
- c. Guests and invitees.

Provided such delegation is for a reasonable number of persons and reasonable times, as may be regulated from time to time by the Rules and Regulations adopted by the Board.

Section 3. **Owner's Easement of Enjoyment Limitations.**

- A. Except as described herein, an Owner's right and easement of enjoyment in and to the Common Areas, shall not be conveyed, transferred, alienated or encumbered separated and apart from an Owners Lot.
- B. Common Areas shall remain undivided and no action for partition or division of any part thereof shall be permitted.
- C. Every eligible Owner, renter, or Guest may use the Common Area in common with the Owners, renters or Guests or other lots in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful right to others.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- D. No Owner will be exempted from liability for assessment with respect to said areas, by waiver of the enjoyment of the right to use said areas or by abandonment of his/her Lot or otherwise.
- E. Any Owner who rents or leases his/her Lot to another shall forfeit his/her right to the use and enjoyment of the rented Lot privileges and shall be deemed transferred to the renter or lessee for the term of the lease.

Section 4. Special Restrictions Regarding Limited Common Areas.

For all purposes, the Limited Common Areas shall be treated, managed, maintained, governed, and controlled as though said Limited Common Areas were Common Areas, as defined herein, with the exception that each Limited Common Area shall have the following special limitations.

- A. Limited Common Areas shall be for additional use of abutting Lot Owners as limited by the ACC. Lot owner may *not* build upon said Limited Common Area any permanent structure *except* for additional outside recreational facilities such as patios, barbecue pits, etc. which shall become the responsibility of said Lot Owner to maintain, keep clean and remove, if requested to do so by the Board.
- B. In no event shall the abutting Lot Owner with special right and access to the Limited Common Area, be authorized to fence said area or to place any object or obstruction for longer than 8 hours on said area.
- C. Said abutting Lot Owner shall have the added use and benefit of said Limited Common Area and said abutting Lot Owner shall have priority use of said Limited Common Area. Nothing as contained herein shall remove said Limited Common Areas from the jurisdiction of the HEOA or ACC of HEOA, as described herein.
- D. The Limited Common Area shall be provided for the benefit of abutting Lot Owners as described above. The Lots shall have the additional special rights to the assigned Limited Common Areas.

Section 5. Special Status of Clubhouse Common Area.

- A. The Clubhouse Common Area, as described and defined herein, shall be treated and administered for all purposes according to the terms and conditions of these CC&R's, Articles, By-Laws and Rules and Regulations as said with the exception that the HEOA shall own the right, title and interest to said Clubhouse Common Area. The HEOA covenants affirms that the Clubhouse Common Area shall be available according to the terms and conditions together with any additional amended CC&Rs, Articles, By-Laws and Rules and Regulations, to a maximum of 226 Lots. It being

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

understood that Lots shall be those parcels of property, together with the property Owners as limited by this agreement.

Section 6. **Easement of Encroachments.**

Each Lot within the project is hereby declared to have an Easement over all adjoining Lots for the purpose of accommodating any Encroachment due to engineering or original construction errors, settlement or shifting of the Lot. There shall be valid Easements for the maintenance of said Encroachments so long as they shall exist and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting. In no event shall a valid Easement for Encroachment be created in favor of an Owner or Owners if said Encroachment occurred due to the willful misconduct or negligence of said Owner or Owners.

ARTICLE VI
LAND USE CLASSIFICATIONS,
PERMITTED USES AND RESTRICTIONS

Section 1. **Permitted Uses and Restrictions.**

The Permitted Uses, Easements, and Restrictions for all property covered by these CC&Rs shall be as follows:

A. Lots

- (1) All Lots shall be developed and maintained to create a community for leisure and full-time resident. RVs, Recreational Park Models, Stick-Built Recreation Homes and Manufactured Homes are allowed in Harrisburg Estates. All must receive approval from the ACC and the last three (3) must receive prior approval from the ACC and the City of Hurricane.
- (2) No gainful occupation, commerce, or other nonresidential use shall be conducted on the property which involves excessive traffic or unapproved appearance on any Lot (such as signs, etc). See Utah 2022 Law for changes regarding signs.
- (3) Owners may lease their Lots to others, but any such use shall be limited to the occupancy restriction as defined under the term “single-family”. Only one RV, Manufactured Home, Park Model or Stick-Built Home may be placed or maintained on a Lot at any time to be used as a residence. **(If it is rented, the Lot must be on the approved rental list.)**
- (4) An additional RV may be parked on a Lot (provided no sewer or water hookup) for use of guests and no more than 14 days in each thirty (30) day period.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- (5) Parking on the street for a maximum of twenty-four (24) hours for the purpose of loading or unloading an RV is allowed. RV must be parked in front of homeowners' Lot as far off the street as possible. An RV cannot be parked on a curb. **EMERGENCY VEHICLES have the right of way.**
- (6) The Association shall maintain the lawn on all Lots and the costs of such maintenance shall be included in the annual assessment. If an Owner chooses to opt out of the lawn care their monthly assessment does not change.

B. Registration of Guests

Owner should pre-register any guest if staying at the residence or Lot at the office if Owners are to be away from residence.

C. Supervisions/Protection of Children

Children **MUST** be supervised by their parent or guardian. Children **must not** play or loiter in the streets, Common Areas (including the Grounds, Clubhouse, Shower & Pool) unless supervised by parent or guardian. At no time will children be allowed to engage in any activity which constitutes an annoyance to other Owners or damage to property. For the purposes of this section "children" are defined as those under eighteen (18) years of age in accordance with Utah Law.

D. Antennas & Satellite dishes such as Direct Broadcast Satellite ("DBS")

maybe no bigger than one (1) meter in diameter, and must follow the Community Association Act and be approved by the ACC. (Contact ACC for further stipulations.)

E. Utility Service.

Exterior lines, wires, or other devices for the communication or transmission of electric current or power, telephone, television, and radio signals (on a permanent basis) to be erected, placed or maintained anywhere in Harrisburg Estates must receive prior written approval from the ACC. Permission is not necessary for the above for temporary use.

F. Propane and other gas storage shall not be allowed on Lots except as installed by a license distributor and installed to meet applicable State and local codes for the installation of gas service. Permanent propane tanks for structures must be installed near the rear or back of Lot and hidden as much as possible from view. Portable barbecue units are excepted. Portable propane tanks for RVs must be mounted and secured to the RV.

G. Improvements and Alterations.

The Homeowner must receive Prior written approval from the ACC **BEFORE** any exterior unit improvements and/or alterations are made. The ACC (with the Board approval) shall establish a procedure for the preparation, submission and determination of applications. The ACC shall have the right to refuse approval of any plans or specification or grading plan, which, in its opinion, are not suitable or desirable for aesthetic reasons

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

with the surrounding improvement. All subsequent additions to or changes or alterations to any building, retaining wall or other structure, including exterior color scheme and building materials, shall be subject to prior written approval from this ACC. All decisions of the ACC shall be final, and no Lot Owner or other party shall have recourse against the ACC or any of these members, for, or with respect to any decision made in good faith. Decision shall be subject to appeal to the Board in accordance with appeal procedure in Article IX.

Solar energy systems and Electric Vehicle (EV) charging units are subject to Utah Code 57-8a-701 and 57-8a-802 respectively. Contact the ACC for further stipulations and such systems must be installed by licensed professionals. Approval for these installations must be obtained from the ACC prior to installation.

H. Maintenance

Lawns and Plantings on Common Areas and Limited Common Areas. The HEOA shall maintain the lawns and planting on the Common Areas and Limited Common Areas. They shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass and plantings on any Common Areas and Limited Common Areas. No Owner shall remove, alter, injure, or interfere in any way with any landscaping, shrubs, trees, grass, or planting placed upon any of the Common Areas and Limited Common Areas without prior written approval from the Board.

I. Operation and Maintenance of HEOA.

The HEOA, by its duly delegated representative shall provide for such maintenance and operation of the Common Areas to keep them clean, functional, attractive, and generally in good condition and repair. If a special need for maintenance or repair of an Owner's Lot should be necessitated through willful or negligent act(s) of the Owner, his Family, Guests, Lessees, or Invitees, the cost of such maintenance or repair shall be added to and become part-of the assessment to which such Lot is subject.

J. Trash Containers and Collection.

The Board shall have the right, in its sole discretion, to subscribe to a trash service. All rubbish, trash, construction materials or garbage shall be removed from the Lot by Owner or lessee and shall not be allowed to accumulate thereon.

K. Overhangs.

Trees, shrubs, or plantings of any kind on any property shall not be allowed to overhang or otherwise to encroach upon any Common Area from ground level to a height of twelve (12) feet, unless prior written approval given by ACC. The HEOA is responsible to trim any overhanging trees or shrubs encroaching upon the streets annually.

L. Right of Way.

Written notification, at least twenty-four (24) hours in advance, is to be given to the Board or any authorized representative of the Board, to have the right to enter upon and inspect any improvements except for the interior

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

portions of a building or RV, for the purpose of ascertaining whether the provisions of these CC&Rs, Articles, By-Laws and Rules and Regulations have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. Exception in case of emergency.

M. Machinery and Equipment.

Machinery or equipment of any kind shall not be placed, operated or maintained adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property. Exception: equipment that HEOA requires for the operation and maintenance of Common Areas including Utilities and or drainage Easements.

N. Restrictions on Further Subdivision.

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No Lot shall be conveyed or transferred by any Owner, without prior written approval of the Board. No Lot may be converted into a condominium, cooperative, time share, or other similar entity. No portion but the entire Lot, together with the improvements thereon, may be rented or leased, and then only to a single-family; provided however, that no Lot may be leased or subleased without prior written notice to the Board/Management with the names of the Lessee and their Family Members and the term of the lease, and in compliance with these CC&Rs, Articles, By-Laws and such other rules as may be established by the Board.

O. Signs.

Signs may be erected for the purpose of selling or renting the property if the sign is a standard Real Estate sign. Any other signs must have prior written approval from the Board unless addressed in the Rules and Regulations and Bylaws. The rights of owners to display Religious and Holiday displays may not be abridged by the rules of the Association. The Association may adopt a reasonable time place and manner of restriction with respect to a display that is outside a dwelling or visible from outside the lot. The new law says a rule may not prohibit an Owner from displaying a political sign inside a dwelling, on Lot or exterior of dwelling regardless of whether the Association owns the exterior, or the front yard, regardless of whether the Association owns the yard. But, the Association may adopt a reasonable time, place and manner restriction with respect to a display that is outside a dwelling and visible from outside the Lot. For more information, consult Senate Bill 152 (2022)

P. Utility Easements.

There is hereby created a blanket easement upon, across, over and under the Harrisburg Estates (Phases 1,2 & 4) for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including (but not limited to) water, sewer, gas, telephone, electric, cable TV, communication and/or security lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service companies to install and maintain facilities and equipment on said

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

property and to affix and maintain wires, circuits and conduits on, under and across said property.

Q. Animals.

A maximum of two (2) domesticated house pets as defined by Utah law are allowed to be maintained on **any** property covered by these CC&Rs. Any other type of pet must receive written approval given by the Board. The HEOA or any other home owner will not be held responsible for any animal hurt or killed on any of our streets.

All pets must be restrained and kept under control on a leash no longer than six (6) feet long when out-of-doors at all times. The HEOA in accordance with Utah law does NOT recognize electronic collars as a valid restraint/leash.

Homeowners will be responsible for any damage or injuries caused by their pets, tenants' pets or invitees' pets. Any animal determined by the Board, the Dept. of Animal Control, the County Health Dept. or our Insurance Company to be offensive, aggressive or dangerous to public health, safety or welfare will not be allowed.

Pet Owners must abide by the Rules and Regulations.

R. Nuisances.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property.

- (1) No odors shall be permitted to arise to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- (2) Exterior speakers or other sound devices may not create excess noise (unless used exclusively for security purposes) on any such property.
- (3) After reasonable written notice (not less than 48 hours) the Board or Manager shall have the right to determine and take all action to eliminate any such nuisance.

S. Motorcycles, ATV's, Bicycles, Golf Carts, etc.

The use of any motorized/non-motorized vehicles are allowed, provided that the vehicles are not excessively noisy or operated in an unsafe manner. Such use shall be regulated or restricted by public highway laws and the Rules and Regulations, adopted by the Board. Operators of an ATV or golf cart must be 16 years of age.

T. Household Appliances

No household appliance (including but not limited to: washing machine, dryer, freezer, or refrigerator) shall be used or stored outside of any dwelling, shed, or on any Lot. Outdoor clotheslines or other outdoor facilities for washing, drying, or airing of clothing, bedding, etc. shall not be erected, placed or maintained on any Lot.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

U. Mineral Exploration

No property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind or gravel, earth, or any earth substance of any kind.

V. Diseases and Insects

No owner shall knowingly permit anything or condition to exist upon any property which may harbor noxious plants or potential disease carrying insects.

W. Drainage Easement

There is hereby created a blanket easement for drainage of surface water on, over and across the property.

- (1) No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the property.
- (2) Each Owner shall at his own expense maintain the drainage ways and channels on his Lot in proper condition free from obstruction.
- (3) After a reasonable fifteen (15) days' notice, the Board/Management shall have the right to repair or otherwise maintain the drainage way or channel on said Owner's Lot which the Board determines has not been maintained by the Owner in compliance with this provision. Emergency situations will be handled accordingly.
- (4) All costs and expenses incurred by the HEOA shall be obligated to the respective Lot Owner and shall be paid to the HEOA on demand. Any sum not paid by an Owner shall be treated as an assessment and collected in like manner in assessments levied pursuant to Article VII.

X. Architectural Control

The Board shall appoint a minimum of five (5) members to the Architectural Control Committee (ACC) which shall have the discretion in matters referred to it according to the terms of these CC&Rs. A majority vote of at least three (3) shall control all decisions of the committee. Additions to the Common Areas or any buildings on Lots or changes or additions to amenities or landscaping shall be subject to the review of the ACC for harmony in design with the Harrisburg Estates community.

Y. Rental Recreational Vehicles

Lot Owners who are renting their Lot shall verify the age limit of ten (10) years and/or condition of the potential tenant/lessee's RV **BEFORE** the rental of Lot. The ACC may determine if the removal of the RV is needed. The **Owner** will be notified and held responsible for the removal of the RV within thirty (30) days.

Z. Types of Homes Allowed in Phases 1, 2, & 4 of the HEOA are Stick-built, Recreational Homes (which are built from foundation up), Park Model Recreational Homes, Manufactured Homes, and specifically ACC approved RVs. Nine-hundred (900) interior square footage is allowed but must have

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

adequate off-street parking on the Lot and must meet the setbacks required by the City of Hurricane. All new homes must receive PRIOR approval by the ACC and the City of Hurricane.

Section 2. **Permitted Uses, Legal Non-Conforming Use, and Restrictions of Common Areas**

A. Permitted Uses

- (1) Parking in designated spaces only shall be for the purposes of parking vehicles of Owners, his/her guests, tenants, and invitees. Visitor parking may be further regulated by the Rules and Regulations.
- (2) Access for vehicles and pedestrians between public streets and any parking areas situated on the property and any Owners Lot.
- (3) Access for pedestrians on any sidewalks or walkways.
- (4) Access for persons engaged in maintaining in the Common Areas abutting any Owner's Lot.
- (5) Such other uses as may be adopted from time to time by the Board and set forth in the Rules and Regulations.
- (6) In general, the Common Areas shall be used for the benefit and enjoyment of the Owners/lessees.

B. Restricted Uses

- (1) The Common Area shall not be used by Owners/lessees for storage of personal supplies, materials or property of any kind.
- (2) No activity shall be carried on nor condition maintained by any Owner upon the Common Areas which spoils the appearance of the property or hinders or encroaches upon the right of any Owner/lessee to utilize the Common Area.
- (3) Such other restrictions as may be adopted by the Board and set forth in the Rules and Regulations.

C. Common Areas.

Maintenance by the HEOA shall be executed, when needed or required, on any Common Areas, conveyed, leased or transferred to it or otherwise placed under its jurisdiction, at the discretion of the Board without any approval of Owners being required. This maintenance includes but is not limited to:

- (1) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area in accordance with the original design.
- (2) Reconstruct, repair or refinish any road improvement or surface upon any portion of such area used as a road, street, walk and/or parking area.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- (3) Remove injured and diseased trees or other vegetation and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes.
- (4) Place and maintain upon any such areas signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof.
- (5) Remove all refuse from the Common Areas and wash or sweep paved areas as required; clean and replace lighting fixtures as needed.
- (6) Repaint striping, markers, directional signs, etc., as necessary.
- (7) Pay all real estate taxes and assessments on the Common Areas.
- (8) Pay all electrical, water, gas and other utility charges or fees for service furnished in the Common Areas.
- (9) Do all that is necessary to preserve and protect the Common Areas as specified in these CC&Rs, By-Laws, Articles and Rules and Regulations.
- (10) The Board shall be the sole judge as to the final appropriate maintenance.
- (11) Nothing herein shall be construed to preclude the Board from delegating its powers set forth above the manager or agent or to other qualified persons.
- (12) Pay for the construction or installation of lights and other utility services on the Common Areas.
- (13) Maintenance of the Common Areas shall be conducted as directed by the Board or Manager as assigned.

D. Legal Non-Conforming Use

- 1(a). Except as provided in this section, a previously approved non-conforming use or non-complying structure existing as of the date this Restated and Amended Declaration is recorded in the records of the Washington County Recorder may be continued by the present or a future property Owner.
- 1(b). A previously approved non-conforming use may be extended through the same building, provided no structural alteration of the building is proposed or made for the purpose of extension.
- 1(c). For the purpose of this section, the addition of a solar energy device or EVC docking station to a building is not a structural alteration, but requires approval from the ACC. See Senate Bill 152 (2022).
- 2(a). An Owner may undertake the reconstruction or restoration of a previously approved non-complying structure or continue the non-conforming use of a structure that is involuntarily destroyed in whole or in part due to fire or other calamity unless the structure or use has been abandoned.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- 2(b). The Association Board, however, may prohibit the reconstruction or restoration of a non-complying structure or terminate the non-conforming use of a structure if:
 - I. The structure can deteriorate to a condition that the structure is rendered uninhabitable and is not repaired or restored within six (6) months after written notice to the Owner that the structure is uninhabitable and that the non-complying structure or non-conforming use will be lost if the structure is not repaired or restored within six (6) months; or
 - II. The Owner has voluntarily demolished most of the non-complying structure or building that houses the non-conforming use.
- 3(a). The Owner shall have the burden of establishing the legal existence of a non-complying structure or non-conforming use.
- 3(b). Any Owner claiming that a non-conforming use has been abandoned shall have the burden of establishing the abandonment.
- 3(c). Abandonment may be presumed to have occurred if:
 - I. Most of the primary structure associated with the non-conforming use has been voluntarily demolished without prior written agreement with the municipality regarding an extension of the non-conforming use.
 - II. The use has been discontinued for a minimum of one (1) year.
 - III. The primary structure associated with the non-conforming use remains vacant for a period of one (1) year.
- 3(d). The Owner may rebut the presumption of abandonment subsection 3(b) has not in fact occurred.

Section 3. **Insurance Coverage**

- A. A policy or policies of fire and casualty insurance with extended coverage endorsement for the full, insurable replacement value of all improvements comprising a part of the Common Area, Limited Common Area and Clubhouse Common Area. In the event of loss, the proceeds shall be used to replace the damage facility. The name of the insured under each such policy shall be in the form of substance like: "Harrisburg Estates Owner's Association (HEOA) for the use and benefit of the individual Lot Owners and mortgages, as their interests may appear."
- B. A comprehensive policy or policies insuring the Owners, the HEOA and the directors, officers, agents and employees against any liability incident to the ownership, use or operation of the Common Area, Limited Common Areas and Clubhouse Common Area which may arise among themselves, to the public and to any invitees or tenants of the property or the Owners. Limits of liability under such insurance shall not be less than one million dollars (\$1,000,000.00) for all claims for personal injury and/or property damage arising out

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Project because of negligent acts of the HEOA or other Owners.

- C. The HEOA shall secure and always maintain insurance against such risks as are or hereafter may be customarily insured against in connection with projects like the property in construction, nature and use.
- D. All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or other similar standard yielding this minimum quality of insurer. Each insurer must be specifically licensed in the state of Utah.
- E. HEOA shall have the authority to adjust losses.
- F. Insurance secured and maintained by HEOA shall not be brought into contribution with insurance held by the individual Owners or their mortgages. Owners should retain their own homeowners' insurance.
- G. Each policy of insurance obtained by the HEOA shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the HEOA, the Owners and their respective trustees, officers, agents, employees, invitees and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of HEOA or of any Trustee, officer, agent or employee of HEOA without prior written demand that the defect be cured; that any "no other insurance" clause **therein shall not apply with respect to insurance held individually by the Owners.**
- H. Review of Insurance.

The Board shall periodically, and whenever there is a request by twenty percent (20%) or more of the Owners, review the adequacy of the HEOA' insurance program and shall report in writing the conclusions and actions taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

procured by the Board shall be available for inspection by the Owner.

I. Lots Not Insured by the HEOA.

The HEOA shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot and/or units and acts and events thereon, except if the HEOA shall acquire in its own name a Lot due to donation or foreclosure of HEOA liens or other valid reason.

Section 4. **Damage or Destruction to Common Areas.**

In the event any Common Area, Limited Common Areas or Clubhouse Common Area is damaged or destroyed by an Owner or any of his/her Guests, tenants, licenses or agents, such Owner does hereby authorize the HEOA to repair said damaged area in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the HEOA or the HEOA may enforce collection of same in the same manner as provided elsewhere in these CC&Rs, By-Laws, Articles and Rules and Regulations for collection and enforcement of assessments.

Section 5. **Condemnation.**

If at any time the Common Areas shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the HEOA and shall be used promptly by the HEOA to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full, any proceeds of condemnation then or thereafter in the hands of the HEOA, shall be disposed of in such manner as the HEOA shall reasonably determine. In the event of a taking in which any Lot is eliminated, the HEOA shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner and any first mortgagee of such Lot, as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

Section 6. **Destruction of Property.**

1. In the event of total or partial destruction of Common Areas and/or Limited Common Areas and the HEOA insurance is not sufficient to cover the cost of the repair or reconstruction thereof, the Board shall be required to execute, acknowledge, file and record, not later than one hundred twenty

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- (120) days from the date of said destruction, a certificate declaring to rebuild.
2. If the proceeds of such insurance are less than eighty-five percent (85%) of the costs of reconstruction, such reconstruction may nevertheless take place if, within ninety (90) days from the date of said destruction, most Owners present and entitled to vote may vote for an assessment of the reconstruction.
 3. If the Owners determine to rebuild, and once an assessment is completed, his/her share of reconstruction will be paid by each Owner to pay his/her proportional share from the special assessment.
 4. If rebuilding shall not take place, any proceeds for such rebuilding shall be distributed among the Owners based on the proportionate appraised value of a single lot compared to the total appraised value of all Lots.
 5. If rebuilding should not take place:
 - a. Any insurance proceeds available for such rebuilding shall be distributed among the Owners based on the proportionate appraised value of a single Lot compared to the total appraised value of all Lots.
 - b. The Board shall, within one hundred and twenty (120) days of the date of such loss, execute, acknowledge and record a certificate setting forth the determination of the Owners not to rebuild, and shall promptly cause this to be prepared and filed such revised maps and conversion of the project to the status of unimproved land, or to show the elimination of one (1) or more Lots or improvements as a result of such destruction.
 6. In the event of a dispute among the Owners regarding the provisions of this section, any Owner may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. *In the event of arbitration, notice thereof shall be given to the members of the Board and all other Owners as promptly as possible after the reference of arbitration is made, giving all Owners an opportunity to appear in such arbitration proceedings.* The decision of such arbitrator in this matter shall be final and conclusive upon all the Owners. The arbitrator may include in his decision an award for costs and/or attorneys' fees against any one or more parties to the arbitration.
 7. Any rebuilding, reconstruction, repair or restoration done pursuant to this section must be done in accordance with the original plans and specifications and subject to **PRIOR** approval by the ACC. However, said committee may approve plans and specification that vary from the original with Board approval.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

**ARTICLE VII
COVENANTS FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of a Lot covenants and agrees to pay the HEOA:

- A. Annual assessments or charges (which may be payable in monthly or quarterly installments as determined by the Board) and;
- B. Special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the property (Harrisburg Estates, Phases 1, 2, & 4) and shall by virtue of the recorded Declaration shall constitute a consensual and continuing lien upon the Lot against which each such assessment is made.

Such assessment, together with interests, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successor in title unless expressly assumed by him. Notwithstanding the above, no Lot shall be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether a separate notice of Lien has been filed or recorded or not.

- C. At least annually the Board shall prepare and adopt a budget for the HEOA, and the Board shall present the budget at a meeting of the members. A budget presented by the Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations in Section 215 of the Act.

Section 2. Purpose of Assessments.

The assessments levied by the HEOA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the HEOA and for the improvement and maintenance of the Common Areas. Without limiting the generality of the foregoing, such purposes shall include the payment for the following:

- A. Water, sewage, garbage, electrical, lighting and other necessary utility services for the common areas.
- B. Maintenance and repair of storm drains, sanitary sewers and private streets lying with the Common Areas.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- C. Operating costs of the Common Areas.
- D. Property taxes on Common Areas.
- E. Fire and casualty insurance covering the Common Areas, Limited Common Area and Clubhouse Common Area and, at the election of the Board, a blanket fire and casualty insurance policy or policies covering the improvements on the Lots.
- F. Public liability insurance insuring the HEOA against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and/or use of the Common Area, Limited Common Areas or Clubhouse Common Area with such limits of coverage as may be determined by the Board.
- G. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws and any other insurance deemed necessary by the Board.
- H. Standard fidelity bonds covering those certain members of the Board, the officers and those certain employees of the HEOA who are authorized to sign checks on behalf of the HEOA, in such amounts as the Board may determine from time to time.
- I. Painting, maintenance, repair and replacement of the Common Area.
- J. Reserves for repair and replacement of improvements on the Common Areas and for exterior maintenance.
- K. Reimbursement for reasonable expenses incurred by members of the Board and officers in the discharge of duties.
- L. Management fees incurred for the professional management of the HEOA.
- M. Such other and further items of expense relating to any services or facilities which may be necessary of which the board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the HEOA as set forth in these CC&Rs.

Section 3. **Annual Assessment.**

The amount of the annual assessment for each Lot shall, for each fiscal year of the HEOA, be determined by the Board at least thirty (30) days in advance of each fiscal year. The assessment shall be paid monthly, quarterly or annual installments, as determined by the Board. The annual assessment shall be determined by the Board after giving due consideration to current maintenance repair costs, insurance premiums of the Common Area, also operating costs of the HEOA and the need for contingency and maintenance reserves. Written notice of the annual assessment for each Lot shall be sent to every Owner at least thirty (30) days in advance of the beginning of the fiscal year. If the annual assessment is not made by the Board by the beginning of the fiscal year, then the annual assessment for the previous year shall be deemed automatically assessed against each Lot and shall remain in effect

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

until the Board determines with thirty (30) days written notice of the new assessment to each Owner.

Section 4. **Special Assessment for Capital Improvements.**

In addition to the annual assessments authorized above, the HEOA may levy, in any assessment year for a period not extending beyond ten (10) years, special assessments for the purpose of defraying, in whole or in part the cost of:

- A. Any construction, reconstruction, repair or replacement of a capital improvement of the Common Areas including fixtures and personal property related thereto.
- B. Legal fees incurred in:
 - a) Enforcing the Association's governing documents; or
 - b) Defending the Association, the Board or any of its committees, provided that any such special assessment over \$100.00 per Lot annually shall have the assent that Owners representing fifty-one percent (51%) of the votes of members present, in person or represented by proxy are entitled to cast at a meeting duly called for the purpose.

Section 5. **Notice and Quorum for any Action Authorized Under Section 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) day in advance of the meeting. At the first meeting called, the presence of Members of proxies entitled to cast fifty one percent (51%) of all outstanding votes shall constitute a quorum. If the required quorum is not present any other meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half, twenty six percent (26%) of the required quorum at the preceding meeting or 1/3 of all the outstanding votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. **Uniform Rate of Assessment.**

Annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 7. **Date of Contribution to Advance Reserve Fund and Commencement of Annual Assessments.**

The first annual assessment referred to as membership dues, shall be adjusted according to the number of months remaining in the fiscal year as the date of

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

commencement of the assessment. The due dates for the annual and special assessments shall be established by the Board. Any assessments not paid when due shall bear interest at the rate equal to eighteen percent (18%) per annum or such maximum rate as may be permitted by the laws of the state of Utah, whichever rate shall be greater. Interest shall be accrued from and after the date of delinquency.

Section 8. **Effect of Nonpayment of Assessments – Remedies of the HEOA.**

Each Owner of any Lot shall be deemed to covenant and agree to pay the HEOA the assessments and agrees to the enforcement of the assessments in the manner specified. In the event of a default of any assessment, part of an assessment, which is due, shall be deemed delinquent. In addition, herein or as provided by law, HEOA may collect the entire unpaid balance of an annual or special assessment by either or both of the following procedures:

- A. Enforcement by Suit: The Board may cause a Suit at law to be commenced and maintained in the name of the HEOA against an Owner or Member to enforce each assessment obligation without waiving the lien rights it may have against said Owner's Lot.
- B. Enforcement by lien: There is hereby created a claim of lien on each Lot with the Property to secure payment to the HEOA of any and all assessments levied against all Owners of such Lots covered by these CC&Rs together with late charges and interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency. All costs of collection which may be paid or incurred by the HEOA including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any such assessment, the HEOA, or any authorized representative, may make a written demand for payment to the defaulting Owner on behalf of the HEOA. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the HEOA may elect to file such a claim of lien on behalf of the HEOA against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an office of the HEOA and shall contain substantially the following information:
 - 1. The name of the delinquent Owner.
 - 2. The legal description and street address to the Lot against which claim of lien is made.
 - 3. The total amount claimed to be due and owing for the delinquency, interest, thereon, collection costs and reasonable attorneys' fees (without any offset or deduction allowed).

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

4. The claim of the lien as made by the HEOA pursuant to these CC&Rs.
 5. That a lien is claimed against said Lot in the amount equal to the amount stated.
- C. Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the HEOA as a lien against the Lot which such assessment was levied. Such a lien shall have priority over all liens or claims created after the recordation of the claim of lien thereof, except only tax liens for real property or other governmental assessing unit, and the liens which are specifically described in Article VII, Section 1, of these CC&Rs. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a mortgage as set forth by the laws of the State of Utah, as the same may be changed or amended. The lien provided for herein shall be in favor of the HEOA and shall be for the benefit of all other Lot Owners. The HEOA shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event of such foreclosure, the HEOA shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. By accepting a deed to a Lot, each Owner hereby expressly waives any objection to the enforcement and foreclosure of this Lien in this manner.

Section 9. **Subordination of the Lien to Mortgage.**

The lien of the assessments provided for herein, may upon written approval of the Board be subordinated to the Lien of any first or second mortgage or a trust recorded prior to the HEOA Lien.

ARTICLE VIII
NOTICE OF VIOLATION

1. Notice of violation or suspected violation.

This section is created to identify the right to record a written notice of violation (or suspected violation) by any Owner of any restriction or provision of this Declaration or the HEOA Rules and Regulations or any other rules established by the Board. The notice shall be executed and acknowledged by the Management or any Board Member of the HEOA and shall contain at a minimum the following

- A. The name of the Owner and street address of the Lot against which the notice is being recorded.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- B. A brief description of the violation.
- C. A statement that the notice is being recorded by the HEOA pursuant to this Declaration.
- D. A statement of the specific steps which must be taken by the Owner to comply with this Declaration, or the applicable rule being violated.
- E. Said copy of notice of violation recorded and placed in Owner's file.
- F. Such statement shall be delivered to the Owner in accordance with Article X, Section 7.
- G. The Owner shall have the right to appeal any decision by bringing the matter for hearing or rehearing (as the case may be) to the Board, who shall hear the appeal as soon as reasonably possible, and whose decision shall be final.

**ARTICLE IX
APPEAL PROCEDURE**

An ACC application and the guidelines are available at the HEOA office.

After an Owner has submitted an ACC request and if the ACC decision is not agreed to by the Owner, the Owner may submit a request to the Board of Directors for an appeal.

The appeal request is to include:

- a. Name, address, phone number of Owner and address of Lot where action was requested.
- b. The specific reason for the action.
- c. Reasons stated for action or non-action.
- d. Date Owner received decision.

Owner must submit in writing within fifteen (15) days of Owner receiving ACC decision. Failure to request an appeal action as described will render ACC's decision final and conclusive. If appeal is properly requested, the Board shall review and give a Board decision regarding the appeal. The Board shall advise the Owner of its decision within thirty (30) days, but in no event later than ninety (90) day after the Board receives written request for a review. The Owner and ACC may be present at appeal procedures.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

**ARTICLE X
MISCELLANEOUS**

Section 1. Dispute Resolution and Enforcement.

In addition to the procedure for appeal found in Article IX and the procedures inherent in Article VIII, Notice of Violation, it is the intention of this Declaration that disputes wherever possible shall be resolved through hearing and decision of the Board (unless otherwise specifically dealt with elsewhere in this declaration). Accordingly, in the event that there shall be any dispute affecting or revolving around enforcement of this declaration, as amended, prior to taking any legal action, the complaining party shall file a complaint with the Board of Directors of the HEOA. In connection with filing such a complaint, the complaint will be hand delivered to the party to whom the complaint is directed and signed for or mailed by certified mail, return receipt requested, to their last known address. Upon receipt of a complaint, the Board shall also notify the person against whom the complaint is made and invite all affected parties to a hearing before the Board at the next available meeting provided that at least ten (10) day notice can be given, posted, hand delivered, at least ten (10) days prior to the date of the meeting. At the meeting, the dispute shall be brought before the Board. The Board will decide. The remedies in the Act and the Declaration – provided by law or in equity – are cumulative and not mutually exclusive.

A. Mediation/Arbitration

1. **Mediation:** In case of a dispute arising between the parties concerning the enforcement or interpretation of the Association's Declaration, Articles, By-Laws, or Rules and Regulations, the parties shall first submit the matter to mediation within thirty (30) days of either party notifying the other of the dispute. Each party shall be entitled to appoint one (1) nominee, who will then collectively meet and appoint one (1) mediator. If the parties cannot resolve the matter through mediation, then the parties shall proceed to arbitration.
2. **Arbitration:** Each party shall be entitled to appoint one (1) nominee, who will then collectively meet and appoint one (1) arbitrator who shall be a licensed attorney at law and who shall charge a reasonable fee. The arbitrator, when duly appointed, shall have access to all the books and records kept in operation of the Association and shall have the right to examine all the accounts, notes, securities, books, inventories, assets and equipment of the parties as the same relate directly or indirectly to the dispute and to hear evidence of the parties and other witnesses and to make an accounting as may be necessary and to do all things fully and completely to enable him to make a fair and full ruling on all

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

matters in dispute in the arbitration. When the arbitrator has passed upon matters in dispute between the parties, he shall notify each party in writing of his decision and his decision shall be final and binding upon the parties, subject to rights provided under the Utah Arbitration Act.

Section 2. **Severability.**

Invalidation of any provision of this declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. **Amendment.**

This declaration shall run with and bind the land for a term of twenty (20) years from the date these CC&Rs are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Owners representing not less than fifty-one percent (51%) of the Lots.

Section 4. **Violations and/or Nuisances.**

Every act or omission whereby any provision of this declaration is violated in whole or in part is hereby declared to be a violation or nuisance and may be enjoined or abated, whether relief sought is for negative or affirmative action, by HEOA, the Board, or any Owner or Owners of Lots within the property. The Board, or the duly authorized agents of any of them, may enforce by decision of the Board any of the provisions of these CC&Rs.

Section 5. **Violation of Law.**

Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a Violation of this Declaration and subject to any or all the enforcement procedures set forth in said Declaration.

Section 6. **Remedies Cumulative.**

Each remedy provided by this Declarative is cumulative and not exclusive.

Section 7. **Delivery of Notices and Documents.**

- A. Any written notice to be sent from an Owner to the HEOA shall be sent to 134 Red Bluff Dr., Hurricane, UT 84737. If to an Owner, to the address on file of any Lot within the Property owned, in the whole or in part by him/her or to any other address last furnished by an Owner to the HEOA.
- B. Notwithstanding any other provision in these Articles, By-Laws or Rules and Regulations, the HEOA may provide notice to Owners by electronic means, including text message, email, or the HEOA's website, except that an Owner may by written demand, require the HEOA to provide notice to that Owner by mail. Any notice required to be given will be deemed to have been given upon the earlier to occur of the following:

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

1. When sent by telecopy (fax), the notice is deemed given when the sender receives facsimile acknowledgment confirming delivery.
2. When mailed through the United States Postal Service, the notice is given six (6) calendar days after the date the notice is post-marked, with postage prepaid and addressed to the most recent address of the recipient according to the records of the HEOA.
3. When sent via electronic means such as an email, text message or similar electronic communication, the notice is deemed given twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender.
4. When posted on the HEOA's website, the notice is deemed given seventy-two (72) hours after it was posted.
5. When hand delivered, the notice is deemed given immediately upon deliverer.
6. When delivered by other means, the notice is deemed given upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

Section 8. **The CC&Rs.**

By acceptance of a deed or by acquiring any ownership interest in any of the real property included in these CC&Rs, each person or entity, for himself/herself or their heirs, personal representative, successors, transferees and assignees, is bound to all the provisions, restrictions, covenants, conditions, rules and regulations imposed by these CC&Rs and any amendments hereto. In addition, each such person or entity acknowledges that these CC&Rs set forth a general scheme for the improvement and development of the real property covered within Harrisburg Estates evidences this interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners or assignees. Furthermore, each such person or entity fully understands and acknowledges that these CC&Rs shall be mutually beneficial, prohibitive and enforceable by the various subsequent future Owners.

Section 9. **Attorneys' Fees.**

In the event the HEOA employs an attorney or attorneys to enforce a lien, to collect any assessment or other amounts due from an Owner or in the event the HEOA or an Owner employs an attorney or attorneys or to enforce compliance with and recover damages for any violation and noncompliance with these CC&Rs, Articles, By-Laws or Rules and Regulations, the prevailing party in any such action shall be

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

entitled to recover from the other party the reasonable attorneys' fees and costs incurred in the action.

Section 10. **Rule Against Perpetuities.**

The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise alter any provision of these CC&Rs, the Articles, By-Laws, Rules and Regulations, or other governing documents of the HEOA. If for any reason the Articles do not comply with the Act, such noncompliance does not render to a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

Section 11. **Fines.**

The HEOA, through its Board, shall have the power to levy fines for violation of the HEOA's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code, a tenant shall be jointly and severally liable to the HEOA with the Owner leasing to such Tenant for any violation of the governing documents by the Tenant. The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

Section 12. **Tenant/Lessee Liability**

Pursuant to Utah Code 57-8a-218, a Tenant shall be jointly and severally liable to the HEOA with the Owner leasing to such tenant for any violation of the governing documents by the Tenant.

Section 13. **Reserves.**

The Board shall cause a Reserve Analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared Reserve Analysis every three (3) years. The Board may conduct the Reserve Analysis by itself or may engage a reliable person or organization to conduct the Reserve Analysis. The Board shall annually provide Owners a summary of the most recent Reserve Analysis or update and provide a complete copy of the Reserve Analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a Reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the Reserve Analysis, to be prudent.

Section 14. **Flags, Religious Symbols, Political signs, and For Sale signs**

The HEOA may not prohibit an Owner from displaying the United States flag inside a dwelling or on the Owner's Lot of Limited Common Area appurtenant to the Owner's Lot, if the display complies with the United States Code Title 4 Chapter 1.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

- A. A rule may not abridge the rights of an Owner to display a religious or holiday sign, symbol or decoration inside a dwelling on a Lot, or outside a dwelling on a Lot or the exterior of the dwelling, or the front yard of the dwelling and visible from the Lot, or the front yard of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for the yard.
- C. **Notwithstanding Subsection (3)(a), the association may adopt a reasonable time, place and manner restriction with respect to a display that is outside a dwelling, on a Lot, the exterior of a dwelling or the front yard of the dwelling and visible from the Lot.**
- D. A rule may not prohibit a lot owner from displaying a political sign inside a dwelling on a lot: or outside a dwelling on a Lot, the exterior of the dwelling; regardless of whether the association has an ownership interest in the exterior, or the front yard of the dwelling regardless of whether the association has an ownership interest in the yard
- E. **A rule may not regulate the content of a political sign. Notwithstanding Subsection (4)(a), a rule may reasonably regulate the time, place and manner of posting a political sign.**
- F. An association design provision may not establish design criteria for a political sign or For Sale Signs
A rule may not prohibit a lot owner from displaying a For Sale sign: inside a dwelling on a Lot, or outside a dwelling on a Lot, or the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior, or the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.
- G. **Notwithstanding Subsection (5)(a) a rule may reasonably regulate the time, place and manner of posting a For Sale sign.**

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

Utah Code 57-8a-218(16) and 57-8-8(9), enacted 2022, amends certain laws regarding HOAs.

The following reflects some of those changes.

WATER USAGE The HEOA is encouraged to implement water saving procedures including allowing home owners to replace lawns with more efficient landscaping materials , including water wise plants and attractive landscaping types of ground cover and/or attractive rocks. **Senate Bill 152 and House Bill 282** Owners must get the ACC approval before any replacement of materials or landscaping is done.

Utah Code Section 57-8a-227(2) and Section 57-8-17(2) states our HEOA must have all its governing documents on its website, including CC&Rs, Articles of Incorporation, Bylaws, and Rules and Regulations, Financial Statement, and Plat Map.

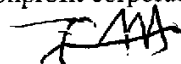
Owners are entitled to see just the main records, such as the minutes of HEOA Annual and Quarterly Board Meetings and the documents listed above.

Senate Bill 152 (2022) amends and enacts provisions in Utah Code Sections 57-8a-218 and 57-8-8.2 "Equal treatment by rules required." This places limits on association rules and design criteria.

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

IN WITNESS WHEREOF, the undersigned President of the Harrisburg Estates Owner's Association certifies on this 12th day of December, 2024, that the foregoing Amended and Restated Covenants, Conditions, and Restrictions was adopted by an instrument signed by Owners representing not less than fifty-one percent (51%) of the Lots and that such instrument is attached hereto as **Exhibit B**.

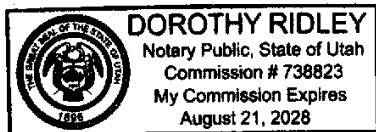
HARRISBURG ESTATES OWNER'S ASSOCIATION,
a Utah nonprofit corporation



By: Charles L. McDowell
Its: President

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the 12th day of December, 2024, personally appeared before me Charles L. McDowell whose identity is personally known to me (or proven on the basis of satisfactory evidence), who being by me duly sworn did say that he is the President of the Harrisburg Estates Owner's Association, a Utah nonprofit corporation, the authorized individual empowered to sign this instrument and that said instrument was signed on behalf of said Association and said person acknowledged to me that said Association authorized execution of the same.




Notary Public

HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024

Exhibit A
(Legal Description)

These Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 78, together with all Common Area, Harrisburg Lakeside Est 1 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-1-1 through H-HLE-1-78

All of Lots 1 through 38, Lot 39-A-1, Lot 40-A, Lots 41 through 73, Lots 74-A through 75-A, and Lots 76 through 131, together with all Common Area, Harrisburg Lakeside Est 2 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-2-1 through H-HLE-2-38

PARCEL: H-HLE-2-39-A-1

PARCEL: H-HLE-2-40-A

PARCEL: H-HLE-2-41 through H-HLE-2-73

PARCEL: H-HLE-2-74-A through H-HLE-2-75-A

PARCEL: H-HLE-2-76 through H-HLE-2-131

All of Lots 1 through 17, together with all Common Area, Harrisburg Lakeside Est 4 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-4-1 through H-HLE-4-17

**HARRISBURG ESTATES OWNER'S ASSOCIATION
CC&Rs – 2024**

**Exhibit B
(Signed Instruments)**

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 36 RB in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

[] FOR ☒ AGAINST

Amended and Restated Declaration (all other changes):

[] FOR ☒ AGAINST

DATED, this 22 day of September, 2024

Edwin H. Nowlin Jr
Print Name

Sheri Nowlin - Sheri Nowlin
Print Name

Edwin H. Nowlin Jr
Signature

Sheri Nowlin
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 63 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 4 day of September, 2024.

CAROLE PENDERTON
Print Name

Print Name

Carole Penderton
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 79 E. 1100 N. in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☐ FOR ☒ AGAINST

Amended and Restated Declaration (all other changes):

☐ FOR ☒ AGAINST

DATED, this 19 day of September, 2024

Claudine Omeara
Print Name

C
Print Name

Claudine Omeara
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 27 Cottonwood Ln. in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024.**

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☐ FOR ☒ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22nd day of September, 2024.

Annette J. Willson
Print Name

Richard Willson
Print Name

Annette J. Willson
Signature

RW
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot(s) 125 OVER 100K in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **August 30, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee: Article VII, Section 10):

☐ FOR ☒ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 3 day of Sept, 2024

Terrri Perkes
Print Name

Print Name

Terrri Perkes
Signature

Signature

MO
VM
12/12/24 VM

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 41 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☐ FOR

☒ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR

☐ AGAINST

DATED, this 21 day of September, 2024

Julie Hausmeyer
Print Name

Print Name

Julie Haus
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 89 REAR LANE Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☐ FOR

☒ AGAINST

Amended and Restated Declaration (all other changes):

☐ FOR

☒ AGAINST

DATED, this 22 day of SEPT, 2024

DIANA THEODOR

Print Name

[Signature]

Signature

Print Name

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 34 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this _____ day of _____, 20__.

CURTIS W. PETERS

Print Name

Print Name

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 73 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Diane Bright

Print Name

Print Name

Diane Bright

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 88 in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 20 day of Sept, 2024

Lori Dean
Print Name

Print Name

Lori Dean
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 65 Pioneer^{way} in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 18 day of September, 2024

DAVID B WALSH

Print Name

Print Name

David B Walsh

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 23 MV in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of 2024, 20__.

Vickie L. Brooks
Print Name

Print Name

Vickie L. Brooks
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 54 Pioneer in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR

☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR

☐ AGAINST

DATED, this _____ day of _____, 20__.

Richard Gray
Print Name

Print Name

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 39 REDALUP in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 20 day of SEPTEMBER, 2024

JAMES CRISMAN
Print Name
[Signature]
Signature

Jay Crisman
Print Name
[Signature]
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address ~~Section 10~~ in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 17 day of September, 2024.

Mary Jacobs
Print Name

Print Name

Mary Jacobs
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 5 SCenic in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 16th day of September, 2024

Mark Humke
Print Name

Gretchen Humke
Print Name

[Signature]
Signature

[Signature]
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 66 Aguirre in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 17 day of Sept, 2024.

<u>John Spasard</u>	_____
Print Name	Print Name
<u>[Signature]</u>	_____
Signature	Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot(s) 100 Duval Dr in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such Amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee: Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 10 day of September, 2024

John C. Anderson
Print Name

Donna L. Anderson
Print Name

John C. Anderson
Signature

Donna L. Anderson
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 602 in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21st day of Sept, 2024.

Lee Wegner
Print Name

Diane K Wegner
Print Name

[Signature]
Signature

[Signature]
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 43 Redbluff Drive in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of September, 2024

<u>MARTYN WILLIAMS</u>	<u>MARIA PEREZ</u>
Print Name	Print Name
<u>Martyn Williams</u>	<u>Maria Perez</u>
Signature	Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address Cottonwood 65 in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR

☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR

☐ AGAINST

DATED, this 22 day of September, 2024.

Bobby Fein

Print Name

[Signature]

Signature

Print Name

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address over look in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024.

Diane Schakenbach
Print Name

Diane Schakenbach
Print Name

Diane Schakenbach
Signature

Diane Schakenbach
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 29 Cottonwood Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024.

Jason Lanier
Print Name

[Signature]
Signature

Print Name

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 108 Pioneer Way in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR

☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR

☐ AGAINST

DATED, this 21 day of September, 2024.

Kurt Dunn
Print Name

Print Name

[Signature]
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 118 Overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Carolyn Larson

Print Name

Print Name

Carolyn Larson

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 74 Red Bluff in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Print Name

Print Name

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address ~~23 Cottonwood Lane~~ ^{23 Cottonwood Lane} in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of SEP, 2024.

Print Name

[Signature]

Signature

Print Name

[Signature]

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 70 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22 day of September, 2024.

Alyssa Sessions
Print Name

[Signature]
Signature

Zacharie Williams
Print Name

[Signature]
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 41 Cottonwood Ln in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 9/22/24 day of _____, 20__.

NOAH STEVENS
Print Name

Print Name

[Signature]
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 24 Cottonwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 23 day of September, 2024.

Skylar Montoya
Print Name

Print Name

[Signature]
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address My Mountain View Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22 day of Sept, 2024

Richard B Reynolds
Print Name

Gloria Jean Reynolds
Print Name

Richard B Reynolds
Signature

Gloria Jean Reynolds
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 666 Pioneer Way in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 16 day of September, 2024

Toni Hayes
Print Name

Print Name

Toni Hayes
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 3 Archway in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 17 day of September, 2024

ELIZABETH
Print Name

NUTTALL
Print Name

Elizabeth Nuttall
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 12 Sene Cir in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED this 17 day of SEPTEMBER, 2024

Print Name

Print Name

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 19 Cottonwood Ln in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 19th day of September, 2024

Print Name

Steve Anderson
[Signature]

Print Name

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address B MV in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 15 day of Sept, 2024

Bonnie Miller
Print Name

Print Name

Bonnie Miller
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 32 RB in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of September, 2024.

Brett Furman
Print Name

Print Name

Brett Furman
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 130 Overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Diane Bright
Print Name

Print Name

Diane Bright
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address #5 Overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Patricia J. McCollum
Print Name

Print Name

Patricia J. McCollum
Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 119 overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Fred Smith

Print Name

[Signature]

Signature

Print Name

[Signature]

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 107 Overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR

☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR

☐ AGAINST

DATED, this 21 day of Sept., 2024.

Jean Rothman

Print Name

Print Name

Jean Rothman

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 109 overlook in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21 day of Sept, 2024

Deloris
Print Name

Brynon
Print Name

Deloris Brynon
Signature

Brynon
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 15 Cottenwood LN in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 21st day of Sept., 2024

<u>Carol Foulson</u>	_____
Print Name	Print Name
<u>Carol Foulson</u>	_____
Signature	Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 34 R in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22 day of SEPTEMBER, 2024

ANTONIA ADAMS

Print Name

Print Name

Signature

Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address Lot 15 West View in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

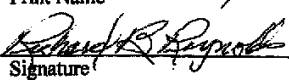
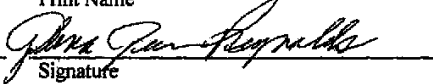
Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 24 day of SEPT., 2024

<u>RICHARD B REYNOLDS</u>	<u>GLORIA JEAN REYNOLDS</u>
Print Name	Print Name
<u></u>	<u></u>
Signature	Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address 51 Cottonwood Ln in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before September 22nd, 2024.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22 day of Sept, 2024.

Kyle Larson
Print Name

Kyle Larson
Print Name

Kyle Larson
Signature

Kyle Larson
Signature

**CONSENT BALLOT FOR ACTION WITHOUT A MEETING
RE: AMENDING DECLARATION
FOR HARRISBURG ESTATES OWNER'S ASSOCIATION**

I/we, the Owner(s) of Lot address B. Odenwood in Harrisburg Estates Owner's Association (the "Association") hereby acknowledge receipt of this Consent Ballot regarding action being taken by written ballot without a meeting. I/we hereby acknowledge that to be counted, this Consent Ballot must be received by the Association on or before **September 22nd, 2024**.

I/we hereby acknowledge and understand that the action is to consider the Harrisburg Estates Amended and Restated Covenants, Conditions, and Restrictions (CC&Rs) 7th Amendment ("Amended and Restated Declaration"). The changes in the proposed Amended and Restated Declaration are to comply with certain aspects Utah law and to incorporate certain changes recommended by the Board.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our written approval, as required by Article X, Section 3 of the current Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no special quorum requirement because the vote requires an instrument signed by Owners representing not less than fifty-one percent (51%) of the lots. The Amended and Restated Declaration shall be approved upon an instrument signed by not less than fifty-one percent (51%) of the lots.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration (Reinvestment Fee): to be included as Article VII, Section 10):

☒ FOR ☐ AGAINST

Amended and Restated Declaration (all other changes):

☒ FOR ☐ AGAINST

DATED, this 22 day of Sept, 2024

Beatrice Oden
Print Name

Print Name

Beatrice Oden
Signature

Signature

Amended and Restated Declaration (Reinvestment Fee: Article VII, Section 10):

Option	Votes	Percentage		
For	69	69.00%		
Against	31	31.00%		
Votes tallied: 100.0				
	Voter	Weight	For	Against
1	Wendy & Jeff Blanton (C-23)	1	1	
2	Bruce Dolan (P-55)	1		1
3	Rebecca Powell (R-92)	1		1
4	Maria Allan (C-21)	1	1	
5	Steve Moulton (O-130)	1	1	
6	Dennis & Linda Bingham (R-87)	1	1	
7	Antonia Adams (R-34)	1	1	
8	Curtis Koster (R-93)	1	1	
9	Randy Copple (C-57)	1	1	
10	Terry Logue (M-9)	1	1	
11	Jeff & Lynn Bott & Barthel (R-90)	1	1	
12	Dan & Carla Funk (A-12)	1	1	
13	Joseph & Beverly Macari (R-88)	1	1	
14	Bonnie Gardner (R-76)	1	1	
15	Brian & Diane Chapman (M-20)	1	1	
16	Frank Bone (A-08)	1	1	
17	Donna Jo Powers (O-117 - 2)	2	2	
18	Michelle Smallwood/Feliciano (O-112)	1		1
19	Bill & Linda DeWeert (R-85)	1	1	
20	Paul & Anjee Bradshaw (R-84)	1	1	
21	Neal Byington (P-59)	1	1	
22	Virginia Bell (P-60)	1	1	
23	Robert & Kathy Van Dyke (R-35)	1		1
24	Wanda Millhouse (C-61)	1	1	
25	Brett Fuhrman (R-32)	1	1	

26	Gary & Roberta Kite & Vaugh (C-47)	1	1	
27	Sarah (Sammy) Linebaugh (R-41)	1	1	
28	Lee & Diane Wegner (C-62)	1		1
29	Dennis & Barbara O Bray (R-69)	1	1	
30	Barbra Elizabeth (O-111)	1		1
31	David Gibbs (C-72)	1	1	
32	Frank Dunn (C-76)	1	1	
33	Kenneth & Wendy Greer (R-75)	1		1
34	Stan & MaryAnn Roberts (M-17)	1		1
35	Terri Perkes (O-125)	1		1
36	Timothy Boelter (R-49)	1		1
37	John & Jalyn Frech & Outsen (C-28)	1	1	
38	Charles Stokes (R-50)	1		1
39	Mariessa Maughan (C-18)	1	1	
40	Joann Stone (S-11 R)	1		1
41	Richard & Cindy Roberson (R-47)	1		1
42	Ray & Nina Spigner (C-45)	1	1	
43	Bruce & Alison Hoskisson (O-122 - 2)	2		2
44	Scott & Page Harding (C-51)	1	1	
45	Barbara & Kristie Campbell & Jensen (R-131)	1	1	
46	Roger & Gaydene Jorgensen (P-58)	1		1
47	Randle & Cheryl Thompson (A-6)	1		1
48	Jerry & Cynthia Bryant (R-13)	1	1	
49	Kim & Melanie Kimball (C-35)	1	1	
50	David & Marjorie Comerzan (R-14)	1	1	
51	Mara Lee & Cody Hunt (R-37)	1		1
52	John & Joy Parker (A-09 - 3)	3	3	
53	Kathy A Dolan (O-116)	1		1
54	John Anderson (O-100)	1	1	
55	Richard & Beverly Hathaway (M-26)	1	1	
56	Mary Lenau (R-78 - 2)	2	2	
57	Janie/Jayne McClellan/Springman (M-11)	1		1
58	Patti J McCollum (O-05)	1	1	
59	Marilyn Mann (O-108)	1	1	
60	John Macdonald (S-9)	1	1	

61	Steven & Elizabeth Hone (C-77)	1	1	1	
62	John Gansereit (R-94)	1	1		
63	Ken & MaryAnn Allred (C-66)	1			1
64	Kookoo Bird Capital LLC (C-73)	1	1		
65	Kay/Johnson Stacy & David (C-67)	1			1
66	David & Evelyn Caldwell (R-82)	1			1
67	Bob Banks (C-37 - 2)	2	2		
68	Roger & Karen Brunette (P-63)	1	1		
69	Tom Martindale (C-33 R)	1			1
70	Lesley & William (A-11) Easton (A-11)	1	1		
71	William & Fritz Dolan (C-40)	1			1
72	David Walsh (P-65)	1			1
73	Charles McDowell (C-36)	1	1		
74	Gerald Ciccanti (C-46)	1	1		
75	Frank & Mary Buckler/Parsons (R-86)	1	1		
76	Imelda Akens (O-127)	1			1
77	Carl & Diane Andra (O-104)	1	1		
78	Carolyn Bywater (M-14)	1			1
79	Ryan & Taylor Maloney/Connor (R-33)	1			1
80	Grace & Trina Mesa & Blankenship (M-15)	1			1
81	Naomia Rogers (O-105)	1	1		
82	Seth & Cia Kelly (C-69)	1	1		
83	Donna Hunter (R-77)	1	1		
84	Laura/Lance Schmitt/Murphy (C-60)	1	1		
85	Jeremy & Jennifer Werner (S-06)	1	1		
86	Michelle Drake (O-114)	1	1		
87	Blaine Cunningham (O-06)	1			1
88	Steven & Kathy Hart (R-51)	1	1		
89	Kelly & Amanda Kotter (C-26)	1	1		
90	Lucia & John Wilson (C-75)	1	1		
91	Cassie & Gabe Ward/Gassman (R-29)	1	1		
92	Tom & Sheridan Metcalf (P-057)	1	1		
93	LouAnne Robertson (C-50)	1	1		
94	Kat & Joel Sams (C-39)	1	1		
	Total:		69		31

Amended and Restated Declaration (all other changes):

Option	Votes	Percentage
For	81	81.00%
Against	19	19.00%

Votes tallied: 100.0

	Voter	Weight	For	Against
1	Wendy & Jeff Blanton (C-23)	1	1	
2	Bruce Dolan (P-55)	1		1
3	Rebecca Powell (R-92)	1		1
4	Maria Allan (C-21)	1	1	
5	Steve Moulton (O-130)	1	1	
6	Dennis & Linda Bingham (R-87)	1	1	
7	Antonia Adams (R-34)	1	1	
8	Curtis Koster (R-93)	1	1	
9	Randy Copple (C-57)	1		1
10	Terry Logue (M-9)	1	1	
11	Jeff & Lynn Bott & Barthel (R-90)	1	1	
12	Dan & Carla Funk (A-12)	1	1	
13	Joseph & Beverly Macari (R-88)	1	1	
14	Bonnie Gardner (R-76)	1	1	
15	Brian & Diane Chapman (M-20)	1	1	
16	Frank Bone (A-08)	1	1	
17	Donna Jo Powers (O-117 -2)	2	2	
18	Michelle Smallwood/Feliciano (O-112)	1		1
19	Bill & Linda DeWeert (R-85)	1	1	
20	Paul & Anjee Bradshaw (R-84)	1	1	
21	Neal Byington (P-59)	1	1	
22	Virginia Belt (P-60)	1	1	
23	Robert & Kathy Van Dyke (R-35)	1		1
24	Wanda Millhouse (C-61)	1	1	
25	Brett Fuhrman (R-32)	1	1	

26	Gary & Roberta Kite & Waugh (C-47)	1	1	1
27	Sarah (Sammy) Linebaugh (R-41)	1	1	1
28	Lee & Diane Wegner (C-62)	1	1	1
29	Dennis & Barbara O Bray (R-69)	1	1	1
30	Barbra Elizabeth (O-111)	1	1	1
31	David Gibbs (C-72)	1	1	1
32	Frank Dunn (C-76)	1	1	1
33	Kenneth & Wendy Greer (R-75)	1	1	1
34	Stan & MaryAnn Roberts (M-17)	1	1	1
35	Terri Perkes (O-125)	1	1	1
36	Timothy Boelter (R-49)	1	1	1
37	John & Jalyn Frech & Outsen (C-28)	1	1	1
38	Charles Stokes (R-50)	1	1	1
39	Marissa Maughan (C-18)	1	1	1
40	Joann Stone (S-11 R)	1	1	1
41	Richard & Cindy Roberson (R-47)	1	1	1
42	Ray & Nina Spigner (C-45)	1	1	1
43	Bruce & Alison Hoskisson (O-122 -2)	2	2	2
44	Scott & Page Harding (C-51)	1	1	1
45	Barbara & Kristie Campbell & Jensen (R-131)	1	1	1
46	Roger & Gaydene Jorgensen (P-58)	1	1	1
47	Randle & Cheryl Thompson (A-6)	1	1	1
48	Jerry & Cynthia Bryant (R-13)	1	1	1
49	Kim & Melanie Kimball (C-35)	1	1	1
50	David & Marjorie Comerzan (R-14)	1	1	1
51	Mara Lee & Cody Hunt (R-37)	1	1	1
52	John & Joy Parker (A-09 - 3)	3	3	3
53	Kathy A Dolan (O-116)	1	1	1
54	John Anderson (O-100)	1	1	1
55	Richard & Beverly Hathaway (M-26)	1	1	1
56	Mary Lenau (R-78 -2)	2	2	2
57	Janie/Jayne McClellan/Springman (M-11)	1	1	1
58	Patti J McCollum (O-05)	1	1	1
59	Marilyn Mann (O-108)	1	1	1
60	John Macdonald (S-9)	1	1	1

61	Steven & Elizabeth Hone (C-77)	1	1	1	
62	John Gansereit (R-94)	1	1		
63	Ken & MayAnn Allred (C-66)	1		1	
64	Kookoo Bird Capital LLC (C-73)	1	1		
65	Kay/Johnson Stacy & David (C-67)	1		1	
66	David & Evelyn Caldwell (R-82)	1	1		
67	Bob Banks (C-37 -2)	2	2		
68	Roger & Karen Brunette (P-63)	1	1		
69	Tom Martindale (C-33 R)	1	1		
70	Lesley & William (A-11) Easton (A-11)	1	1		
71	William & Fritz Dolan (C-40)	1		1	
72	David Walsh (P-65)	1		1	
73	Charles McDowell (C-36)	1	1		
74	Gerald Ciccanti (C-46)	1	1		
75	Frank & Mary Buckler/Parsons (R-86)	1	1		
76	Imelda Akens (O-127)	1	1		
77	Carl & Diane Andra (O-104)	1	1		
78	Carolyn Bywater (M-14)	1	1		
79	Ryan & Taylor Maloney/Connor (R-33)	1	1	1	
80	Grace & Trina Mesa & Blankenship (M-15)	1	1		
81	Naomia Rogers (O-105)	1	1		
82	Seth & Cia Kelly (C-69)	1	1		
83	Donna Hunter (R-77)	1	1		
84	Laura/Lance Schmitt/Murphy (C-60)	1	1		
85	Jeremy & Jennifer Werner (S-06)	1	1		
86	Michelle Drake (O-114)	1	1		
87	Blaine Cunningham (O-06)	1	1		
88	Steven & Kathy Hart (R-51)	1	1		
89	Kelly & Amanda Kottler (C-26)	1	1		
90	Lucia & John Wilson (C-75)	1	1		
91	Cassie & Gabe Ward/Gassman (R-29)	1	1		
92	Tom & Sheridan Metcalf (P-057)	1	1		
93	LouAnne Robertson (C-50)	1	1		
94	Kat & Joel Sams (C-39)	1	1		
	Total:		81	19	

Print Name and Signature
By typing your full name below, you are providing your electronic signature, which confirms your acknowledgment and agreement to the information and choices made on this ballot.

Voter	Weight	Nomination 1
1 Wendy & Jeff Blanton (C-23)	1	Mr. and Mrs. Blanton
2 Bruce Dolan (P-55)	1	Bruce William Dolan
3 Rebecca Powell (R-92)	1	Rebecca Powell
4 Maria Allan (C-21)	1	Maria Allan
5 Steve Moulton (O-130)	1	Steven moulton
6 Dennis & Linda Bingham (R-87)	1	Dennis Bingham
7 Antonia Adams (R-34)	1	Antonia F. Adams
8 Curtis Koster (R-93)	1	Curtis Koster
9 Randy Copple (C-57)	1	Randy Copple
10 Terry Logue (M-9)	1	Terry Logue
11 Jeff & Lynn Bott & Barthel (R-90)	1	Lynn Barthel
12 Dan & Carla Funk (A-12)	1	Daniel Funk
13 Joseph & Beverly Macari (R-88)	1	Joe and Bev Macari
14 Bonnie Gardner (R-76)	1	Bonnie Gardner
15 Brian & Diane Chapman (M-20)	1	Diane Chapman
16 Frank Bone (A-08)	1	Frank Bone
17 Donna Jo Powers (O-117 -2)	2	DJ Powers
18 Michelle Smallwood/Feliciano (O-112)	1	Michelle smallwood
19 Bill & Linda DeWeert (R-85)	1	Bill and Linda DeWeert
20 Paul & Anjee Bradshaw (R-84)	1	Anjee Bradshaw
21 Neal Byington (P-59)	1	Neal J Byington
22 Virginia Bell (P-60)	1	Virginia Bell
23 Robert & Kathy Van Dyke (R-35)	1	Bob VanDyke
24 Wanda Milthouse (C-61)	1	Wanda J Millhouse
25 Brett Fuhrman (R-32)	1	Brett Fuhrman
26 Gary & Roberta Kite & Waugh (C-47)	1	Roberta M Waugh
27 Sarah (Sammy) Linebaugh (R-41)	1	Sarah Linebaugh
28 Lee & Diane Wegner (C-62)	1	Lee Wegner
29 Dennis & Barbara O Bray (R-69)	1	A. Dennis O Bray
30 Barbra Elizabeth (O-111)	1	Barbra Elizabeth
31 David Gibbs (C-72)	1	David Gibbs

32	Frank Dunn (C-76)	1	Frank Dunn
33	Kenneth & Wendy Greer (R-75)	1	Ken Greer
34	Stan & MaryAnn Roberts (M-17)	1	Stan Roberts
35	Terri Perkes (O-125)	1	Terri Perkes
36	Timothy Boelter (R-49)	1	Timothy Boelter
37	John & Jalyne Frech & Outsen (C-28)	1	John C. Frech
38	Charles Stokes (R-50)	1	Charles Stokes
39	Mariessa Maughan (C-18)	1	Mariessa Jean Maughan
40	Joann Stone (S-11 R)	1	JoAnn Stone
41	Richard & Cindy Roberson (R-47)	1	Cindy Roberson
42	Ray & Nina Spigner (C-45)	1	Nina Spigner
43	Bruce & Alison Hoskisson (O-122 -2)	2	Alison Hoskisson
44	Scott & Page Harding (C-51)	1	Scott Harding
45	Barbara & Kristie Campbell & Jensen (R-131)	1	Barbara Campbell
46	Roger & Gaydene Jorgensen (P-58)	1	Roger Jorgensen
47	Randle & Cheryl Thompson (A-6)	1	RANDLE & CHERYL THOMPSON
48	Jerry & Cynthia Bryant (R-13)	1	Cindy Bryant
49	Kim & Melanie Kimball (C-35)	1	Melanie Kimball
50	David & Marjorie Comerzan (R-14)	1	David G Comerzan
51	Mara Lee & Cody Hunt (R-37)	1	Mara Lee Hunt
52	John & Joy Parker (A-09 -3)	3	Joy Parker
53	Kathy A Dolan (O-116)	1	Kathy Dolan
54	John Anderson (O-100)	1	Donna L. Anderson
55	Richard & Beverly Hathaway (M-26)	1	Richard Hathaway
56	Mary Lenau (R-78 -2)	2	Mary Lenau
57	Janie/Jayne McClellan/Springman (M-11)	1	Jayne Springman
58	Patti J McCollum (O-05)	1	Patti McCollum
59	Marilyn Mann (O-108)	1	Marilyn mann
60	John Macdonald (S-9)	1	John MacDonald
61	Steven & Elizabeth Hone (C-77)	1	Elizabeth H Hone
62	John Gansereit (R-94)	1	John Gansereit
63	Ken & MaryAnn Allred (C-66)	1	Kenny Allred
64	Kookoo Bird Capital LLC (C-73)	1	steven moulton
65	Kay/Johnson Stacy & David (C-67)	1	Stacey Johnson
66	David & Evelyn Caldwell (R-82)	1	David Caldwell

67	Bob Banks (C-37 -2)	2	Robert Banks
68	Roger & Karen Brunette (P-63)	1	Roger & Karen Brunette
69	Tom Martindale (C-33 R)	1	Tom Martindale
70	Lesley & William (A-11) Easton (A-11)	1	Lesley easton
71	William & Fritz Dolan (C-40)	1	William Dolan
72	David Walsh (P-65)	1	David B Walsh
73	Charles McDowell (C-36)	1	Charles McDowell
74	Gerald Ciccanti (C-46)	1	Gerald John Ciccanti
75	Frank & Mary Buckler/Parsons (R-86)	1	Mary H Parsons
76	Imelda Akens (O-127)	1	Imelda Akens
77	Carl & Diane Andra (O-104)	1	Carl and Diane Andra
78	Carolyn Bywater (M-14)	1	Carolyn Bywater
79	Ryan & Taylor Maloney/Connor (R-33)	1	Ryan Maloney
80	Grace & Trina Mesa & Blankenship (M-15)	1	Grace Mesa
81	Naomia Rogers (O-105)	1	Naomia Rogers
82	Seth & Cia Kelly (C-69)	1	Seth Kelly
83	Donna Hunter (R-77)	1	Donna Lee Hunter
84	Laura/Lance Schmitt/Murphy (C-60)	1	Laura Schmitt
85	Jeremy & Jennifer Werner (S-06)	1	Jennifer A. Werner
86	Michelle Drake (O-114)	1	Michelle Drake
87	Blaine Cunningham (O-06)	1	Blaine Cunningham
88	Steven & Kathy Hart (R-51)	1	Steve Hart
89	Kelly & Amanda Kotter (C-26)	1	Amanda Kotter
90	Lucia & John Wilson (C-75)	1	Lucia Wilson
91	Cassie & Gabe Ward/Gassman (R-29)	1	Gabe Gassman
92	Tom & Sheridan Metcalf (P-057)	1	Thomas and Sheridan Metcalf
93	LouAnne Robertson (C-50)	1	Lou Anne Robertson
94	Kat & Joel Sams (C-39)	1	Kat Sams

DATED, this ____ day of _____, 20__.

	Voter	Weight	Nomination 1
1	Wendy & Jeff Blanton (C-23)	1	8/28/24
2	Bruce Dolan (P-55)	1	8/31/24
3	Rebecca Powell (R-92)	1	8/28/24
4	Maria Allan (C-21)	1	24-Jun-24
5	Steve Moulton (O-130)	1	6/24/24
6	Dennis & Linda Bingham (R-87)	1	8/2/24
7	Antonia Adams (R-34)	1	6/29/24
8	Curtis Koster (R-93)	1	8/28/24
9	Randy Copple (C-57)	1	6/24/24
10	Terry Logue (M-9)	1	6/26/24
11	Jeff & Lynn Bott & Barthel (R-90)	1	7/1/24
12	Dan & Carla Funk (A-12)	1	9.1.2024
13	Joseph & Beverly Macari (R-88)	1	6 26 24
14	Bonnie Gardner (R-76)	1	24-Jun-24
15	Brian & Diane Chapman (M-20)	1	8/30/24
16	Frank Bone (A-08)	1	8/28/24
17	Donna Jo Powers (O-117 -2)	2	8292024
18	Michelle Smallwood/Feliciano (O-112)	1	9/21/24
19	Bill & Linda DeWeert (R-85)	1	22
20	Paul & Anjee Bradshaw (R-84)	1	8302024
21	Neal Byington (P-59)	1	7/30/24
22	Virginia Bell (P-60)	1	7/2/24
23	Robert & Kathy Van Dyke (R-35)	1	9/11/24
24	Wanda Millhouse (C-61)	1	24-Jun-24
25	Brett Fuhrman (R-32)	1	6/24/24
26	Gary & Roberta Kite & Waugh (C-47)	1	8/30/24
27	Sarah (Sammy) Linebaugh (R-41)	1	08/30.2024
28	Lee & Diane Wegner (C-62)	1	7/29/24
29	Dennis & Barbara Obrey (R-69)	1	29-Jun-24
30	Barbra Elizabeth (O-111)	1	2-Jul-24
31	David Gibbs (C-72)	1	7/30/24
32	Frank Dunn (C-76)	1	8/30/24

33	Kenneth & Wendy Greer (R-75)	1	7/29/24
34	Stan & MaryAnn Roberts (M-17)	1	July 29 2024
35	Terri Perkes (O-125)	1	9/10/24
36	Timothy Boelter (R-49)	1	30-Aug-24
37	John & Jalyn Frech & Outsen (C-28)	1	24-Jun-24
38	Charles Stokes (R-50)	1	8/28/24
39	Marissa Maughan (C-18)	1	7/20/24
40	Joann Stone (S-11 R)	1	17-Sep-24
41	Richard & Cindy Roberson (R-47)	1	6/25/24
42	Ray & Nina Spigner (C-45)	1	6/24/24
43	Bruce & Alison Hoskisson (O-122 - 2)	2	4 September, 2024
44	Scott & Page Harding (C-51)	1	6/24/24
45	Barbara & Kristie Campbell & Jensen (R-131)	1	8/28/24
46	Roger & Gaydene Jorgensen (P-58)	1	7/29/24
47	Randle & Cheryl Thompson (A-6)	1	21ST DAY OF SEPTEMBER 2024
48	Jerry & Cynthia Bryant (R-13)	1	6/24/24
49	Kim & Melanie Kimball (C-35)	1	9/10/24
50	David & Marjorie Comerzan (R-14)	1	24-Jun-24
51	Mara Lee & Cody Hunt (R-37)	1	9/30/24
52	John & Joy Parker (A-09 - 3)	3	6/26/24
53	Kathy A Dolan (O-116)	1	August 31, 2024
54	John Anderson (O-100)	1	July 29 2024
55	Richard & Beverly Hathaway (M-26)	1	8/28/24
56	Mary Lenau (R-78 - 2)	2	8/6/24
57	Janie/Jayne McClellan/Springman (M-11)	1	7/31/24
58	Patti J McCollum (O-05)	1	28-Jun-24
59	Marilyn Mann (O-108)	1	9/10/24
60	John Macdonald (S-9)	1	21 September, 2024
61	Steven & Elizabeth Hone (C-77)	1	12-Sep-24
62	John Ganserett (R-94)	1	29-Jul-24
63	Ken & MaryAnn Allred (C-66)	1	9/22/24
64	Kookoo Bird Capital LLC (C-73)	1	6/24/24
65	Kay/Johnson Stacy & David (C-67)	1	7/29/24
66	David & Evelyn Caldwell (R-82)	1	9/10/24
67	Bob Banks (C-37 - 2)	2	5/7/24

68	Roger & Karen Brunette (P-63)	1	8-Jul-24
69	Tom Martindale (C-33 R)	1	21, day of September, 2024
70	Lesley & William (A-11) Easton (A-11)	1	6/24/24
71	William & Fritz Dolan (C-40)	1	9/17/24
72	David Walsh (P-65)	1	6/29/24
73	Charles McDowell (C-36)	1	24-Jun-24
74	Gerald Ciccanti (C-46)	1	9/17/24
75	Frank & Mary Buckler/Parsons (R-86)	1	31-Aug-24
76	Imelda Akens (O-127)	1	8/31/24
77	Carl & Diane Andra (O-104)	1	18-Sep-24
78	Carolyn Bywater (M-14)	1	9/11/24
79	Ryan & Taylor Maloney/Connor (R-33)	1	9/23/00
80	Grace & Trina Mesa & Blankenship (M-15)	1	Aug. 1 2024
81	Naornia Rogers (O-105)	1	9/5/24
82	Seth & Cia Kelly (C-69)	1	9/21/23
83	Donna Hunter (R-77)	1	6/27/24
84	Laura/Lance Schmitt/Murphy (C-60)	1	6/25/24
85	Jeremy & Jennifer Werner (S-06)	1	9/22/24
86	Michelle Drake (O-114)	1	9/16/24
87	Blaine Cunningham (O-06)	1	8-Jul-24
88	Steven & Kathy Hart (R-51)	1	24-Jun-24
89	Kelly & Amanda Kotter (C-26)	1	9/21/24
90	Lucia & John Wilson (C-75)	1	6/25/24
91	Cassie & Gabe Ward/Gassman (R-29)	1	29
92	Tom & Sheridan Metcalf (P-057)	1	6/26/24
93	LouAnne Robertson (C-50)	1	18-Sep-24
94	Kat & Joel Sams (C-39)	1	8/30/24

CONSENT BALLOT FOR ACTION WITHOUT A MEETING RE: AMENDING DECLARATION FOR HARRISBURG ESTATES OWNER'S ASSOCIATION

	Voter	Weight	Nomination 1
1	Wendy & Jeff Blanton (C-23)	1	23 Cottonwood Ln
2	Bruce Dolan (P-55)	1	55 pioneer way
3	Rebecca Powell (R-92)	1	92 Redbluff
4	Maria Allan (C-21)	1	21 Cottonwood
5	Steve Moulton (O-130)	1	40
6	Dennis & Linda Bingham (R-87)	1	87 Redbluff
7	Antonia Adams (R-34)	1	34
8	Curtis Koster (R-93)	1	93
9	Randy Copple (C-57)	1	57
10	Terry Logue (M-9)	1	9
11	Jeff & Lynn Bott & Barthel (R-90)	1	90
12	Dan & Carla Funk (A-12)	1	12
13	Joseph & Beverly Macari (R-88)	1	88
14	Bonnie Gardner (R-76)	1	76
15	Brian & Diane Chapman (M-20)	1	20 mountain view
16	Frank Bone (A-08)	1	8
17	Donna Jo Powers (O-117 - 2)	2	117 Overlook
18	Michelle Smallwood/Feliciano (O-112)	1	112
19	Bill & Linda DeWeert (R-85)	1	85
20	Paul & Anjee Bradshaw (R-84)	1	84
21	Neal Byington (P-59)	1	59 Pioneer Way
22	Virginia Bell (P-60)	1	60
23	Robert & Kathy Van Dyke (R-35)	1	35 Redbluff Dr
24	Wanda Millhouse (C-61)	1	61 cottonwood
25	Brett Fuhrman (R-32)	1	32
26	Gary & Roberta Kite & Waugh (C-47)	1	47
27	Sarah (Sammy) Linebaugh (R-41)	1	41 Redbluff
28	Lee & Diane Wegner (C-62)	1	62
29	Dennis & Barbara O Bray (R-69)	1	69 Redbluff
30	Barbra Elizabeth (O-111)	1	2-111
31	David Gibbs (C-72)	1	72
32	Frank Dunn (C-76)	1	76 cottonwood 76

33	Kenneth & Wendy Greer (R-75)	1	75
34	Stan & MaryAnn Roberts (M-17)	1	17 mountain view
35	Terri Perkes (O-125)	1	125 Overlook
36	Timothy Boelter (R-49)	1	49
37	John & Jalyn Frech & Outsen (C-28)	1	28
38	Charles Stokes (R-50)	1	1
39	Mariessa Maughan (C-18)	1	18
40	Joann Stone (S-11 R)	1	11 Scenic Circle
41	Richard & Cindy Roberson (R-47)	1	1
42	Ray & Nina Spigner (C-45)	1	45 Cottonwood Lane
43	Bruce & Alison Hoskisson (O-122 -2)	2	122, 72
44	Scott & Page Harding (C-51)	1	51
45	Barbara & Kristie Campbell & Jensen (R-131)	1	131
46	Roger & Gaydene Jorgensen (P-58)	1	58
47	Randle & Cheryl Thompson (A-6)	1	6 ARCH VIEW
48	Jerry & Cynthia Bryant (R-13)	1	13
49	Kim & Melanie Kimball (C-35)	1	35 cottonwood ln
50	David & Marjorie Comerzan (R-14)	1	14 Redbluff
51	Mara Lee & Cody Hunt (R-37)	1	37
52	John & Joy Parker (A-09 -3)	3	9,10,15
53	Kathy A Dolan (O-116)	1	116 overlook
54	John Anderson (O-100)	1	100
55	Richard & Beverly Hathaway (M-26)	1	26
56	Mary Lenau (R-78 -2)	2	78 redbluff, 49 Cottonwood
57	Janie/Jayne McClellan/Springman (M-11)	1	11
58	Patti J McCollum (O-05)	1	1
59	Marilyn Mann (O-108)	1	108
60	John Macdonald (S-9)	1	9
61	Steven & Elizabeth Hone (C-77)	1	77 Cottonwood
62	John Gansereit (R-94)	1	94 Redbluff
63	Ken & MaryAnn Allred (C-66)	1	66
64	Kookoo Bird Capital LLC (C-73)	1	130
65	Kay/Johnson Stacy & David (C-67)	1	67
66	David & Evelyn Caldwell (R-82)	1	82
67	Bob Banks (C-37 -2)	2	37 38

68	Roger & Karen Brunette (P-63)	1	63 Pioneer Way
69	Tom Martindale (C-33 R)	1	33 Cottonwood
70	Lesley & William (A-11) Easton (A-11)	1	11 archview
71	William & Fritz Dolan (C-40)	1	40
72	David Walsh (P-65)	1	65
73	Charles McDowell (C-36)	1	36 Cottonwood Ln
74	Gerald Ciccanti (C-46)	1	46 Cottonwood Lane
75	Frank & Mary Buckler/Parsons (R-86)	1	86
76	Imelda Akens (O-127)	1	127
77	Carl & Diane Andra (O-104)	1	104 Overlook
78	Carolyn Bywater (M-14)	1	14
79	Ryan & Taylor Maloney/Connor (R-33)	1	33
80	Grace & Trina Mesa & Blankenship (M-15)	1	15 mt. view
81	Naomia Rogers (O-105)	1	105 Overlook
82	Seth & Cia Kelly (C-69)	1	69
83	Donna Hunter (R-77)	1	77-2
84	Laura/Lance Schmitt/Murphy (C-60)	1	60
85	Jeremy & Jennifer Werner (S-06)	1	6
86	Michelle Drake (O-114)	1	114
87	Blaine Cunningham (O-06)	1	6 Overlook Ln
88	Steven & Kathy Hart (R-51)	1	51 Redbluff
89	Kelly & Amanda Kotter (C-26)	1	26
90	Lucia & John Wilson (C-75)	1	75
91	Cassie & Gabe Ward/Gassman (R-29)	1	29
92	Tom & Sheridan Metcalf (P-057)	1	57
93	LouAnne Robertson (C-50)	1	50
94	Kat & Joel Sams (C-39)	1	39

Amended and Restated Declaration (Reinvestment Fee: Article VII, Section 10):

	Voter	Weight	For	Against
1	Wendy & Jeff Blanton (C-23)	1	1	1
2	Bruce Dolan (P-55)	1		1
3	Rebecca Powell (R-92)	1		
4	Maria Allan (C-21)	1	1	
5	Steve Moulton (O-130)	1	1	

6	Dennis & Linda Bingham (R-87)	1	1	1	1
7	Antonia Adams (R-34)	1	1	1	1
8	Curtis Koster (R-93)	1	1	1	1
9	Randy Copple (C-57)	1	1	1	1
10	Terry Logue (M-9)	1	1	1	1
11	Jeff & Lynn Bott & Barthel (R-90)	1	1	1	1
12	Dan & Carla Funk (A-12)	1	1	1	1
13	Joseph & Beverly Macari (R-88)	1	1	1	1
14	Bonnie Gardner (R-76)	1	1	1	1
15	Brian & Diane Chapman (M-20)	1	1	1	1
16	Frank Bone (A-08)	1	1	1	1
17	Donna Jo Powers (O-117 -2)	2	1	1	1
18	Michelle Smallwood/Feliciano (O-112)	1	1	1	1
19	Bill & Linda DeWeert (R-85)	1	1	1	1
20	Paul & Anjee Bradshaw (R-84)	1	1	1	1
21	Neal Byington (P-59)	1	1	1	1
22	Virginia Bell (P-60)	1	1	1	1
23	Robert & Kathy Van Dyke (R-35)	1	1	1	1
24	Wanda Millhouse (C-61)	1	1	1	1
25	Brett Fuhrman (R-32)	1	1	1	1
26	Gary & Roberta Kite & Waugh (C-47)	1	1	1	1
27	Sarah (Sammy) Linebaugh (R-41)	1	1	1	1
28	Lee & Diane Wegner (C-62)	1	1	1	1
29	Dennis & Barbara O Bray (R-69)	1	1	1	1
30	Barbra Elizabeth (O-111)	1	1	1	1
31	David Gibbs (C-72)	1	1	1	1
32	Frank Dunn (C-76)	1	1	1	1
33	Kenneth & Wendy Greer (R-75)	1	1	1	1
34	Stan & MaryAnn Roberts (M-17)	1	1	1	1
35	Terri Perkes (O-125)	1	1	1	1
36	Timothy Boelter (R-49)	1	1	1	1
37	John & Jalyln Frech & Outsen (C-28)	1	1	1	1
38	Charles Stokes (R-50)	1	1	1	1
39	Marissa Maughan (C-18)	1	1	1	1
40	Joann Stone (S-11 R)	1	1	1	1

41	Richard & Cindy Roberson (R-47)	1		1
42	Ray & Nina Spigner (C-45)	1	1	
43	Bruce & Alison Hoskisson (O-122 - 2)	2		1
44	Scott & Page Harding (C-51)	1	1	
45	Barbara & Kristie Campbell & Jensen (R-131)	1	1	
46	Roger & Gaydene Jorgensen (P-58)	1		1
47	Randle & Cheryl Thompson (A-6)	1		1
48	Jerry & Cynthia Bryant (R-13)	1	1	
49	Kim & Melanie Kimball (C-35)	1	1	
50	David & Marjorie Comerzan (R-14)	1	1	
51	Mara Lee & Cody Hunt (R-37)	1		1
52	John & Joy Parker (A-09 - 3)	3	1	
53	Kathy A Dolan (O-116)	1		1
54	John Anderson (O-100)	1	1	
55	Richard & Beverly Hathaway (M-26)	1	1	
56	Mary Lenau (R-78 - 2)	2	1	
57	Janie/Jayne McClellan/Springman (M-11)	1		1
58	Patti J McCollum (O-05)	1	1	
59	Marilyn Mann (O-108)	1	1	
60	John Macdonald (S-9)	1	1	
61	Steven & Elizabeth Hone (C-77)	1	1	
62	John Gansereit (R-94)	1	1	
63	Ken & MaryAnn Allred (C-66)	1		1
64	Kookoo Bird Capital LLC (C-73)	1	1	
65	Kay/Johnson Stacy & David (C-67)	1		1
66	David & Evelyn Caldwell (R-82)	1		1
67	Bob Banks (C-37 - 2)	2	1	
68	Roger & Karen Brunette (P-63)	1	1	
69	Tom Martindale (C-33 R)	1		1
70	Lesley & William (A-11) Easton (A-11)	1	1	
71	William & Fritz Dotan (C-40)	1		1
72	David Walsh (P-65)	1		1
73	Charles McDowell (C-36)	1	1	
74	Gerald Ciccanti (C-46)	1	1	
75	Frank & Mary Buckler/Parsons (R-86)	1	1	

76	Imelda Akens (O-127)	1			1
77	Carl & Diane Andra (O-104)	1	1		
78	Carolyn Bywater (M-14)	1			1
79	Ryan & Taylor Maloney/Connor (R-33)	1			1
80	Grace & Trina Mesa & Blankenship (M-15)	1			1
81	Naomia Rogers (O-105)	1	1		
82	Seth & Cia Kelly (C-69)	1	1		
83	Donna Hunter (R-77)	1	1		
84	Laura/Lance Schmitt/Murphy (C-60)	1	1		
85	Jeremy & Jennifer Werner (S-06)	1	1		
86	Michelle Drake (O-114)	1	1		
87	Blaine Cunningham (O-06)	1			1
88	Steven & Kathy Hart (R-51)	1	1		
89	Kelly & Amanda Kotter (C-26)	1	1		
90	Lucia & John Wilson (C-75)	1	1		
91	Cassie & Gabe Ward/Gassman (R-29)	1	1		
92	Tom & Sheridan Metcalf (P-057)	1	1		
93	LouAnne Robertson (C-50)	1	1		
94	Kat & Joel Sams (C-39)	1	1		
Amended and Restated Declaration (all other changes):					
	Voter	Weight	For	Against	
1	Wendy & Jeff Blanton (C-23)	1	1		
2	Bruce Dolan (P-55)	1		1	
3	Rebecca Powell (R-92)	1		1	
4	Maria Allan (C-21)	1	1		
5	Steve Moulton (O-130)	1	1		
6	Dennis & Linda Bingham (R-87)	1	1		
7	Antonia Adams (R-34)	1	1		
8	Curtis Koster (R-93)	1	1		
9	Randy Copple (C-57)	1	1		
10	Terry Logue (M-9)	1	1		1
11	Jeff & Lynn Bott & Barthel (R-90)	1	1		
12	Dan & Carla Funk (A-12)	1	1		
13	Joseph & Beverly Macari (R-88)	1	1		

14	Bonnie Gardner (R-76)	1	1	1	
15	Brian & Diane Chapman (M-20)	1	1	1	
16	Frank Bone (A-08)	1	1	1	
17	Donna Jo Powers (O-117 -2)	2	1	1	
18	Michelle Smaltwood/Feliciano (O-112)	1			1
19	Bill & Linda DeWeert (R-85)	1	1	1	
20	Paul & Anjee Bradshaw (R-84)	1	1	1	
21	Neal Byington (P-59)	1	1	1	
22	Virginia Bell (P-60)	1	1	1	
23	Robert & Kathy Van Dyke (R-35)	1			1
24	Wanda Millhouse (C-61)	1	1	1	
25	Brett Fuhrman (R-32)	1	1	1	
26	Gary & Roberta Kite & Waugh (C-47)	1	1	1	
27	Sarah (Sammy) Linebaugh (R-41)	1	1	1	
28	Lee & Diane Wegner (C-62)	1	1	1	
29	Dennis & Barbara O Bray (R-69)	1	1	1	
30	Barbra Elizabeth (O-111)	1			1
31	David Gibbs (C-72)	1	1	1	
32	Frank Dunn (C-76)	1	1	1	
33	Kenneth & Wendy Greer (R-75)	1			1
34	Stan & MaryAnn Roberts (M-17)	1			1
35	Terri Perkes (O-125)	1	1	1	
36	Timothy Boelter (R-49)	1	1	1	
37	John & Jalyn Frech & Outsen (C-28)	1	1	1	
38	Charles Stokes (R-50)	1	1	1	
39	Mariessa Maughan (C-18)	1	1	1	
40	Joann Stone (S-11 R)	1			1
41	Richard & Cindy Roberson (R-47)	1			1
42	Ray & Nina Spigner (C-45)	1	1	1	
43	Bruce & Alison Hoskisson (O-122 -2)	2	1	1	
44	Scott & Page Harding (C-51)	1	1	1	
45	Barbara & Kristie Campbell & Jensen (R-131)	1	1	1	
46	Roger & Gaydene Jorgensen (P-58)	1			1
47	Randle & Cheryl Thompson (A-6)	1	1	1	
48	Jerry & Cynthia Bryant (R-13)	1	1	1	

49	Kim & Melanie Kimball (C-35)	1	1	1	
50	David & Marjorie Comerzan (R-14)	1	1	1	
51	Mara Lee & Cody Hunt (R-37)	1	1		1
52	John & Joy Parker (A-09 - 3)	3	1	1	
53	Kathy A Dolan (O-116)	1	1		1
54	John Anderson (O-100)	1	1	1	
55	Richard & Beverly Hathaway (M-26)	1	1	1	
56	Mary Lenau (R-78 - 2)	2	1	1	
57	Janie/Jayne McClellan/Springman (M-11)	1	1		1
58	Patti J McCollum (O-05)	1	1	1	
59	Marilyn Mann (O-108)	1	1	1	
60	John Macdonald (S-9)	1	1	1	
61	Steven & Elizabeth Hone (C-77)	1	1	1	
62	John Gansereit (R-94)	1	1	1	
63	Ken & MaryAnn Altred (C-66)	1	1		1
64	Kookoo Bird Capital LLC (C-73)	1	1	1	
65	Kay/Johnson Stacy & David (C-67)	1	1		1
66	David & Evelyn Caldwell (R-82)	1	1	1	
67	Bob Banks (C-37 - 2)	2	1	1	
68	Roger & Karen Brunette (P-63)	1	1	1	
69	Tom Martindale (C-33 R)	1	1	1	
70	Lesley & William (A-11) Easton (A-11)	1	1	1	
71	William & Fritz Dolan (C-40)	1	1		1
72	David Walsh (P-65)	1	1		1
73	Charles McDowell (C-36)	1	1	1	
74	Gerald Ciccanti (C-46)	1	1	1	
75	Frank & Mary Buckler/Parsons (R-86)	1	1	1	
76	Imelda Akens (O-127)	1	1	1	
77	Carl & Diane Andra (O-104)	1	1	1	
78	Carolyn Bywater (M-14)	1	1	1	
79	Ryan & Taylor Maloney/Connor (R-33)	1	1		1
80	Grace & Trina Mesa & Blankenship (M-15)	1	1	1	
81	Naomia Rogers (O-105)	1	1	1	
82	Seth & Cia Kelly (C-69)	1	1	1	
83	Donna Hunter (R-77)	1	1	1	

84	Laura/Lance Schmitt/Murphy (C-60)	1	1
85	Jeremy & Jennifer Werner (S-06)	1	1
86	Michelle Drake (O-114)	1	1
87	Blaine Cunningham (O-06)	1	1
88	Steven & Kathy Hart (R-51)	1	1
89	Kelly & Amanda Kotter (C-26)	1	1
90	Lucia & John Wilson (C-75)	1	1
91	Cassie & Gabe Ward/Gassman (R-29)	1	1
92	Tom & Sheridan Metcalf (P-057)	1	1
93	LouAnne Robertson (C-50)	1	1
94	Kat & Joel Sams (C-39)	1	1

DATED, this ____ day of _____, 20__.

	Voter	Weight	Nomination 1
1	Wendy & Jeff Blanton (C-23)	1	8/28/24
2	Bruce Dolan (P-55)	1	8/31/24
3	Rebecca Powell (R-92)	1	8/28/24
4	Maria Allan (C-21)	1	24-Jun-24
5	Steve Moulton (O-130)	1	6/24/24
6	Dennis & Linda Bingham (R-87)	1	8/2/24
7	Antonia Adams (R-34)	1	6/29/24
8	Curtis Koster (R-93)	1	8/28/24
9	Randy Copple (C-57)	1	6/24/24
10	Terry Logue (M-9)	1	6/26/24
11	Jeff & Lynn Bott & Barthel (R-90)	1	7/1/24
12	Dan & Carla Funk (A-12)	1	9,1,2024
13	Joseph & Beverly Macari (R-88)	1	6 26 24
14	Bonnie Gardner (R-76)	1	24-Jun-24
15	Brian & Diane Chapman (M-20)	1	8/30/24
16	Frank Bone (A-08)	1	8/28/24
17	Donna Jo Powers (O-117 -2)	2	8292024
18	Michelle Smallwood/Feliciano (O-112)	1	9/21/24
19	Bill & Linda DeVeert (R-85)	1	22
20	Paul & Anjee Bradshaw (R-84)	1	8302024
21	Neal Byington (P-59)	1	7/30/24

22	Virginia Bell (P-60)	1	7/2/24
23	Robert & Kathy Van Dyke (R-35)	1	9/11/24
24	Wanda Millhouse (C-61)	1	24-Jun-24
25	Brett Fuhrman (R-32)	1	6/24/24
26	Gary & Roberta Kite & Waugh (C-47)	1	8/30/24
27	Sarah (Sammy) Linebaugh (R-41)	1	08/30.2024
28	Lee & Diane Wegner (C-62)	1	7/29/24
29	Dennis & Barbara Obray (R-69)	1	29-Jun-24
30	Barbra Elizabeth (O-111)	1	2-Jul-24
31	David Gibbs (C-72)	1	7/30/24
32	Frank Dunn (C-76)	1	8/30/24
33	Kenneth & Wendy Greer (R-75)	1	7/29/24
34	Stan & MaryAnn Roberts (M-17)	1	July 29 2024
35	Terri Perkes (O-125)	1	9/10/24
36	Timothy Boelter (R-49)	1	30-Aug-24
37	John & Jalyn Frech & Outsen (C-28)	1	24-Jun-24
38	Charles Stokes (R-50)	1	8/28/24
39	Marissa Maughan (C-18)	1	7/20/24
40	Joann Stone (S-11 R)	1	17-Sep-24
41	Richard & Cindy Roberson (R-47)	1	6/25/24
42	Ray & Nina Spigner (C-45)	1	6/24/24
43	Bruce & Alison Hoskisson (O-122 - 2)	2	4 September, 2024
44	Scott & Page Harding (C-51)	1	6/24/24
45	Barbara & Kristie Campbell & Jensen (R-131)	1	8/28/24
46	Roger & Gaydene Jorgensen (P-58)	1	7/29/24
47	Randle & Cheryl Thompson (A-6)	1	21ST DAY OF SEPTEMBER 2024
48	Jerry & Cynthia Bryant (R-13)	1	6/24/24
49	Kim & Melanie Kimball (C-35)	1	9/10/24
50	David & Marjorie Comerzan (R-14)	1	24-Jun-24
51	Mara Lee & Cody Hunt (R-37)	1	9/30/24
52	John & Joy Parker (A-09 - 3)	3	6/26/24
53	Kathy A Dolan (O-116)	1	August 31, 2024
54	John Anderson (O-100)	1	July 29 2024
55	Richard & Beverly Hathaway (M-26)	1	8/28/24
56	Mary Lenau (R-78 - 2)	2	8/6/24

57	Janie/Jayne McClellan/Springman (M-11)	1	7/31/24
58	Patti J McColllum (O-05)	1	28-Jun-24
59	Marilyn Mann (O-108)	1	9/10/24
60	John Macdonald (S-9)	1	21 September, 2024
61	Steven & Elizabeth Hone (C-77)	1	12-Sep-24
62	John Ganseleit (R-94)	1	29-Jul-24
63	Ken & MaryAnn Altred (C-66)	1	9/22/24
64	Kookoo Bird Capital LLC (C-73)	1	6/24/24
65	Kay/Johnson Stacy & David (C-67)	1	7/29/24
66	David & Evelyn Caldwell (R-82)	1	9/10/24
67	Bob Banks (C-37 - 2)	2	5/7/24
68	Roger & Karen Brunette (P-63)	1	8-Jul-24
69	Tom Martindale (C-33 R)	1	21, day of September, 2024
70	Lesley & William (A-11) Easton (A-11)	1	6/24/24
71	William & Fritz Dolan (C-40)	1	9/17/24
72	David Walsh (P-65)	1	6/29/24
73	Charles McDowell (C-36)	1	24-Jun-24
74	Gerald Ciccanti (C-46)	1	9/17/24
75	Frank & Mary Buckler/Parsons (R-86)	1	31-Aug-24
76	Imelda Akens (O-127)	1	8/31/24
77	Carl & Diane Andra (O-104)	1	18-Sep-24
78	Carolyn Bywater (M-14)	1	9/11/24
79	Ryan & Taylor Maloney/Connor (R-33)	1	9/23/00
80	Grace & Trina Mesa & Blankenship (M-15)	1	Aug. 1 2024
81	Naomia Rogers (O-105)	1	9/5/24
82	Seth & Cia Kelly (C-69)	1	9/21/23
83	Donna Hunter (R-77)	1	6/27/24
84	Laura/Lance Schmitt/Murphy (C-60)	1	6/25/24
85	Jeremy & Jennifer Werner (S-06)	1	9/22/24
86	Michelle Drake (O-114)	1	9/16/24
87	Blaine Cunningham (O-06)	1	8-Jul-24
88	Steven & Kathy Hart (R-51)	1	24-Jun-24
89	Kelly & Amanda Kotter (C-26)	1	9/21/24
90	Lucia & John Wilson (C-75)	1	6/25/24
91	Cassie & Gabe Ward/Gassman (R-29)	1	29

92	Tom & Sheridan Metcalf (P-057)	1	6/26/24
93	LouAnne Robertson (C-50)	1	18-Sep-24
94	Kat & Joel Sams (C-39)	1	8/30/24
Print Name and Signature			
	Voter	Weight	Nomination 1
1	Wendy & Jeff Blanton (C-23)	1	Mr. and Mrs. Blanton
2	Bruce Dolan (P-55)	1	Bruce William Dolan
3	Rebecca Powell (R-92)	1	Rebecca Powell
4	Maria Allan (C-21)	1	Maria Allan
5	Steve Moulton (O-130)	1	Steven Moulton
6	Dennis & Linda Bingham (R-87)	1	Dennis Bingham
7	Antonia Adams (R-34)	1	Antonia F. Adams
8	Curtis Koster (R-93)	1	Curtis Koster
9	Randy Copple (C-57)	1	Randy Copple
10	Terry Logue (M-9)	1	Terry Logue
11	Jeff & Lynn Bott & Barthel (R-90)	1	Lynn Barthel
12	Dan & Carla Funk (A-12)	1	Daniel Funk
13	Joseph & Beverly Macari (R-88)	1	Joe and Bev Macari
14	Bonnie Gardner (R-76)	1	Bonnie Gardner
15	Brian & Diane Chapman (M-20)	1	Diane Chapman
16	Frank Bone (A-08)	1	Frank Bone
17	Donna Jo Powers (O-117 -2)	2	DJ Powers
18	Michelle Smallwood/Feliciano (O-112)	1	Michelle Smallwood
19	Bill & Linda DeWeert (R-85)	1	Bill and Linda DeWeert
20	Paul & Anjee Bradshaw (R-84)	1	Anjee Bradshaw
21	Neal Byington (P-59)	1	Neal J Byington
22	Virginia Bell (P-60)	1	Virginia Bell
23	Robert & Kathy Van Dyke (R-35)	1	Bob VanDyke
24	Wanda Millhouse (C-61)	1	Wanda J Millhouse
25	Brett Fuhrman (R-32)	1	Brett Fuhrman
26	Gary & Roberta Kite & Waugh (C-47)	1	Roberta M Waugh
27	Sarah (Sammy) Linebaugh (R-41)	1	Sarah Linebaugh
28	Lee & Diane Wegner (C-62)	1	Lee Wegner
29	Dennis & Barbara O Bray (R-69)	1	A. Dennis O Bray

30	Barbra Elizabeth (O-111)	1	Barbra Elizabeth
31	David Gibbs (C-72)	1	David Gibbs
32	Frank Dunn (C-76)	1	Frank Dunn
33	Kenneth & Wendy Greer (R-75)	1	Ken Greer
34	Stan & MaryAnn Roberts (M-17)	1	Stan Roberts
35	Terri Perkes (O-125)	1	Terri Perkes
36	Timothy Boelter (R-49)	1	Timothy Boelter
37	John & Jalyne Frech & Outsen (C-28)	1	John C. Frech
38	Charles Stokes (R-50)	1	Charles Stokes
39	Mariessa Maughan (C-18)	1	Mariessa Jean Maughan
40	Joann Stone (S-11 R)	1	JoAnn Stone
41	Richard & Cindy Roberson (R-47)	1	Cindy Roberson
42	Ray & Nina Spigner (C-45)	1	Nina Spigner
43	Bruce & Allison Hoskisson (O-122 - 2)	2	Alison Hoskisson
44	Scott & Page Harding (C-51)	1	Scott Harding
45	Barbara & Kristie Campbell & Jensen (R-131)	1	Barbara Campbell
46	Roger & Gaydene Jorgensen (P-58)	1	Roger Jorgensen
47	Randle & Cheryl Thompson (A-6)	1	RANDLE & CHERYL THOMPSON
48	Jerry & Cynthia Bryant (R-13)	1	Cindy Bryant
49	Kim & Melanie Kimball (C-35)	1	Melanie Kimball
50	David & Marjorie Comerzan (R-14)	1	David G Comerzan
51	Mara Lee & Cody Hunt (R-37)	1	Mara Lee Hunt
52	John & Joy Parker (A-09 - 3)	3	Joy Parker
53	Kathy A Dolan (O-116)	1	Kathy Dolan
54	John Anderson (O-100)	1	Donna L. Anderson
55	Richard & Beverly Hathaway (M-26)	1	Richard Hathaway
56	Mary Lenau (R-78 - 2)	2	Mary Lenau
57	Janie/Jayne McClellan/Springman (M-11)	1	Jayne Springman
58	Patti J McCollum (O-05)	1	Patti McCollum
59	Marilyn Mann (O-108)	1	Marilyn mann
60	John Macdonald (S-9)	1	John MacDonald
61	Steven & Elizabeth Hone (C-77)	1	Elizabeth H Hone
62	John Gansereit (R-94)	1	John Gansereit
63	Ken & MaryAnn Allred (C-66)	1	Kenny Allred
64	Kookoo Bird Capital LLC (C-73)	1	steven moulton

65	Kay/Johnson Stacy & David (C-67)	1	Stacey Johnson
66	David & Evelyn Caldwell (R-82)	1	David Caldwell
67	Bob Banks (C-37 -2)	2	Robert Banks
68	Roger & Karen Brunette (P-63)	1	Roger & Karen Brunette
69	Tom Martindale (C-33 R)	1	Tom Martindale
70	Lesley & William (A-11) Easton (A-11)	1	Lesley easton
71	William & Fritz Dolan (C-40)	1	William Dolan
72	David Walsh (P-65)	1	David B Walsh
73	Charles McDowell (C-36)	1	Charles McDowell
74	Gerald Ciccanti (C-46)	1	Gerald John Ciccanti
75	Frank & Mary Buckler/Parsons (R-86)	1	Mary H Parsons
76	Imelda Akens (O-127)	1	Imelda Akens
77	Carl & Diane Andra (O-104)	1	Carl and Diane Andra
78	Carolyn Bywater (M-14)	1	Carolyn Bywater
79	Ryan & Taylor Maloney/Connor (R-33)	1	Ryan Maloney
80	Grace & Trina Mesa & Blankenship (M-15)	1	Grace Mesa
81	Naomia Rogers (O-105)	1	Naomia Rogers
82	Seth & Cia Kelly (C-69)	1	Seth Kelly
83	Donna Hunter (R-77)	1	Donna Lee Hunter
84	Laura/Lance Schmitt/Murphy (C-60)	1	Laura Schmitt
85	Jeremy & Jennifer Werner (S-06)	1	Jennifer A. Werner
86	Michelle Drake (O-114)	1	Michelle Drake
87	Blaine Cunningham (O-06)	1	Blaine Cunningham
88	Steven & Kathy Hart (R-51)	1	Steve Hart
89	Kelly & Amanda Kotter (C-26)	1	Amanda Kotter
90	Lucia & John Wilson (C-75)	1	Lucia Wilson
91	Cassie & Gabe Ward/Gassman (R-29)	1	Gabe Gassman
92	Tom & Sheridan Metcalf (P-057)	1	Thomas and Sheridan Metcalf
93	LouAnne Robertson (C-50)	1	Lou Anne Robertson
94	Kat & Joel Sams (C-39)	1	Kat Sams