

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

MARION MEADOWS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR

MARION MEADOWS SUBDIVISION is revised this 21st day of January, 2003,

by MARION MEADOWS DEVELOPMENT, INC. a Utah Corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County of Summit, State of Utah, described as:

See Exhibit A attached hereto and by this reference made a part hereof.

WHEREAS, Declarant has deemed it desirable to have a general plan for the improvement and development of Marion Meadows Subdivision, and the adoption and establishment of covenants, conditions and restrictions, and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract, to create a corporation to which should be delegated and assigned the powers of enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereafter created and referred to and:

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors, and assigns. The covenants, conditions, restrictions and

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REQUEST: MARION MEADOWS HOMEOWNERS ASSOC**

Easements shall run with the said real property and shall be binding on all parties having or acquiring any right. Title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to the Declaration and are defined as follows:

Section 1. "Association" shall mean and refer to Marion Meadows Homeowners Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision.

Section 3. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties; including contract sellers and buyers, but excluding those having such interest merely as security for the performances of an obligation.

Section 5. "Declarant" shall mean and refer to Marion Meadows Development, Inc. a Utah Corporation, its successors and assigns.

Section 6. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 7. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 8. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, and excluding any real property that hereafter may be withdrawn from this Subdivision pursuant to the Declaration.

Section 9. "Subdivision", or "Marion Meadows" shall mean the Marion Meadows subdivision, according to the official plat thereof recorded in the office of Summit County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.

ARTICLE II

OWNER'S ASSOCIATION AND MAINTENANCE

Section 1. Formation of Association. Declarant agrees that, promptly following the recording hereof, it will execute and file with the office of the Division of Corporations of the Utah Department of Commerce, Articles of Incorporation of the Marion Meadows Home Owners Association (hereinafter referred to as "Articles"), which Articles shall be substantially in the form of Exhibit "B" attached hereto and by this reference made a part hereof. Upon receipt by Declarant of the Certificate of Incorporation for the Marion Meadows Home Owners Association (hereinafter referred to as the "Association"), Declarant agrees that it will cause to be executed Bylaws for the Association in the form of Exhibit "C" attached hereto and by this reference made as part hereof.

Section 2. Membership. Each owner of a Lot shall be deemed to be a member of the Association (hereafter referred to as "Member"). Memberships in the Association shall only be assignable to the successor in interest of the Lots, and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 3. Voting Rights. The Association shall have one class of voting membership. Members shall be all those owners as defined in Section 2 above. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall any Lot be eligible for more than one (1) vote. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

Section 4. Transfer. The membership held by any owner of a lot can only be transferred upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Approval by Architectural Committee. A written application to the Architectural Committee is required for any building, fence, wall or any other structure upon the properties. Any exterior addition to, or change or alteration or excavation on any lot within the properties will also require a written application to the Architectural Committee. Two complete sets of plans and specifications for the proposed improvement or improvements are required.

These plans and specification will include:

- a) The location of said improvement or improvements on the lot upon which it or they will be placed or constructed, and the location of the proposed improvement or improvements relative to other improvement on said lot and relative to boundaries of said lot.
- b) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.
- c) Elevations.
- d) Provision for temporary and permanent parking of vehicles in connection with use of the facility.
- e) Design and layout of proposed sewer system.

- f) Proposed time schedule for construction to completion.
- g) Any additional demands or requirements for culinary or irrigation.

Section 2. Architectural Committee Rules. The Architectural committee may, from time to time, adopt, amend, and repeal by unanimous vote, rules consistent with this Declaration to be known as "Architectural Rules" which, among other things, interpret or implement the provisions of Section 1. The Architectural Rules may be amended by majority vote of the Architectural Committee. The Architectural Rules shall be applied to all improvements occurring or commencing after such adoption, amendment, or repeal. A Copy of the initial Architectural Rules is attached hereto as Exhibit "D". Copies of the Architectural Rules, as amended from time to time by the Architectural Committee, shall be available from the Architectural Committee. The Architectural Committee shall use as its sole criteria to give its consent to any proposed improvement the requirements of this Declaration and the Architectural Rules.

Section 3. Approval of Plans. The Architectural committee will approve all applications meeting the requirements of this Declaration and the Architectural Rules. Plans and specifications not meeting the conditions, covenants and restrictions will not be approved. The decision of the Architectural committee shall be final, binding, and conclusive on all of the parties affected. The Architectural Committee will not unreasonably restrict or refuse any proposed improvement.

Section 4. Non-Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee,, one set of plans shall be returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 5. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 6. Building and Landscaping. Completion of construction of all structures, and completion of landscaping shall be accomplished within a timely fashion following commencement.

Section 7. Vacant Lots. All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 8. Appointment of Architectural Committee. The Declarant shall appoint the initial Architectural Committee, consisting of not less than three (3) members, nor more than five (5) members and the term of membership for the initial Architectural Committee shall run until the next Association corporate meeting. All successive terms ("Successive Terms") shall be for one (1) year each. Any or al members of the Architectural Committee may serve successive terms, if re-appointed as provided in this Section 8.

- a) In the event of the death or resignation of a member of the Architectural Committee during the Initial Term, the Declarant shall have the right to appoint a successor to conclude the Initial Term of that member.
- b) Upon expiration of the Initial Term, members of the Architectural Committee shall be appointed by the Board of Trustees of the Association.

c) Except as provided in Section 8(d), members of the Architectural Committee shall be appointed from among the membership of the Board of Trustees. However, architects who are not members of the Association, may, because of their expertise, be appointed from time to time as a member of the Architectural Committee.

d) The initial Architectural Committee appointed by the Declarant need not be a member of the Association or residents of the State of Utah.

Section 9. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the subdivision.

Section 10. General Provisions. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Trustees of the Association.

Section 11. Variances. A petition may be filed for a variance by any owner. The Architectural Committee may, in its sole discretion, by any affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

ARTICLE IV

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers.

a) In addition to the duties and powers enumerated in the Articles of Incorporation and By-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the authority to enforce this Declaration.

b) The Association shall have the authority to levy assessments from time to time for maintenance of the irrigation water system as provided in Article VII below. Owners agree to pay all assessments as levied by the Association as and when required by the Association.

ARTICLE V

EASEMENTS

Section 1. Utility Lines Impacting Owner's Lots. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas, telephone, drainage facilities shall be governed by the following:

a) Certain Lots in the Subdivision may have utility service lines, connections, and/or facilities (such as water, sewer, electricity, gas, telephone, etc.) which have been installed in or upon these Lots in order to provide utility services to other Lots in the Subdivision. The Lots, which contain these lines, connections, and facilities, to service other Lots are referred to as "Provider Lots". The Lots, which receive the benefit of these lines, connections, and facilities, located on the Provider Lots are referred to as the "Benefited Lots". The owners of the Benefited Lots, and the utility and

service companies, are hereby granted the right and an easement, to the full extent necessary to enter upon the Provider Lots, in order to repair, replace and generally maintain said lines, connections and facilities, as and when the same may be necessary as set forth below.

b) Whenever utility service lines, connections and/or facilities are installed within the Provider Lots, which lines, connections and/or facilities serve more than one Benefited Lot, owner of each Benefited Lot served by said lines, connections and/or facilities shall be entitled to the full use and enjoyment of such portions of said lines, connections and/or facilities as service his Lot.

Section 2. Easements Over Lots. Easements over the lots for the installation and maintenance of electric telephone, water, gas, and sanitary sewer lines, drainage facilities, as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements Shown on Recorded Plat. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, including bridges, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VI

USE RESTRICTIONS

The general objectives and intent of these covenants, conditions, and restrictions is to create and maintain a rural country style residential community characterized by the following: spacious estates; attractive homes; open spaces; well kept lawns, trees and other plantings; minimum vehicular traffic; and, quiet rural residential conditions favorable to family living.

Section 1. Zoning Regulations. The lands within the properties shall be occupied and used for the purpose or in a manner which honors the planning and zoning ordinances and regulations applicable thereto validly enforced from time to time.

Section 2. Land Use and Building Type.

- a) Each lot shall be used for single family residential purposes.
- b) Each single story dwelling erected or placed on any lot in the subdivision shall contain a minimum of 2,000 square feet, excluding the garage, porch, balcony, patio and deck, except Lots 1, 2 & 3. These lots shall have a minimum of 1,800 square feet, excluding the garage, porch, balcony, patio and deck.
- c) Two-story dwellings shall have at least 1,500 square feet on the ground floor level, exclusive of garage, porch, balcony, patio and deck, with the combined square footage for both floors no less than 2,500 square feet.
- d) Split entries, bi-level splits, tri-levels and one-story and a half homes, etc. shall be reviewed and defined by the Architectural Committee as to the square footage requirements thereto.
- e) Barns and out-buildings for agricultural uses, shall be allowed so long as they are constructed within the building pad as shown on the amended, recorded subdivision plat.
- f) Driveways for single family dwellings, must be large enough to accommodate two parked automobiles side by side.

g) Although not required, the owners of Lots 1 through 9 inclusive, are encouraged to construct shared driveways.

Section 3. Building Location. All living dwellings and guest homes constructed on any lot shall be constructed within the building pad as shown on the official subdivision plat. In the event more than one building pad is shown on the plat for a lot, then the owner of that lot must select which building pad site will be used. Accordingly, the owner of a lot which has more than one building pad shown on the plat, may not split or share the construction of building between the two building pads.

Section 4. Height Requirements. No single family dwelling shall be erected to a height greater than thirty-five (35) feet above the existing grade.

Section 5. Land Activity. Activities in this subdivision shall have the contents of the "Memorandum of Understanding" developed by the Summit County Building Department. See Exhibit "E".

Section 6. Guest Houses. Every guest house constructed in the subdivision must comply with the following specific criteria referenced in this Section 6 inclusive below:

- a) Guest house or house shall be smaller in height and floor space than the main dwelling.
- b) All guest houses shall receive prior approval of the Architectural Committee in accordance with the provisions of this Declaration.
- c) All guest houses must be constructed with the building pad for the lot as shown on the official amended subdivision plat. If a lot contains more than one building pad, the guest house must be located within the same building pad as the primary dwelling built on that lot.

Section 7. Temporary Structure. Any temporary structure, house trailer, mobile home, camper, or non-permanent building to be used during construction will require the approval of the Architectural Committee. After completion of the main living dwelling, any temporary structure, trailer, mobile home, basement tent, shack, garage, barn or other building, shall not be used on any lot at any time as a residence, either temporarily, meaning two or more days, or permanently. The dwelling house on any lot shall be occupied after completion of construction and with written approval of the Architectural Committee. The intention hereof is that all dwelling and other buildings to be erected on said lots or within said subdivisions shall be new construction of good quality, good workmanship and good material.

Section 8. Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be kept from the direct view of the general public common areas and/or vehicular traffic. Farming practices will be respected.

Section 9. Garbage and Refuse Disposal. The dumping of rubbish, trash, garbage or any other waste is prohibited in or on the properties of Marion Meadows Subdivision. Such trash, rubbish, garbage, or other waste shall be kept in sanitary containers. The burning of trash, papers, junk or debris is permitted inside homes that are properly equipped with inside incinerator units. Garbage and trash receptacles shall be permitted when kept in a visually screened area and contained in covered containers.

Section 10. Business Use. The lands within the property shall be used for single-family residential living purposes, permitting commercial or business purposes that are traditional home businesses conducted within the home. Exterior business or commercial signage of any kind is prohibited.

Section 11. Re-Subdivision. No lot shall be subdivided except Lot #15. Division of this large lot into two (2) lots would be possible only if approved by 80% of the members of the Association and then approved by the appropriate Summit County agencies. If Lot #15 is subdivided, each lot is apportioned only the rights of the original Lot #15 as described herein.

Section 12. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

Section 13. Hazardous Activities. Open fires are not permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated interior fireplaces. Any burning of grass or weeds must be in compliance with Summit County and State Fire Codes. Any activity, which is or might be unsafe or hazardous to any person or party is prohibited.

Section 14. Dwelling Construction and Fence Restrictions. In order to promote harmonious community development and protect the character of the neighborhood, the Architectural Committee shall reasonably review dwelling style, dwelling design, roofs, roofing material, and fencing along the perimeter of individual lots.

Section 15. Private Areas: Uses, Restrictions. The Architectural Committee or it's duly authorized agents shall have the right without any liability to the Owner for trespass or otherwise, to enter upon Lot for the purpose of: (1) removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such Lot in violation of these covenants; (2) restoring or otherwise reinstating any such area impacted by the removal of any such improvement; and (3) otherwise enforcing without any limitation, all other restrictions set forth in this Declaration.

Section 16. Landscaping. Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained.

Section 17. Memorandum of Understanding, Exhibit "F"

Section 18. Rules and Regulations. Owners shall comply with the rules and regulations for the use of the lots as adopted by the Association. Rules and regulations which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner hereof are prohibited.

Section 19. Antennas. All antennas and satellite dishes shall be located at the rear of the primary dwelling constructed on the lot.

Section 20. Underground Utilities. All utilities located within the subdivision shall be located underground.

ARTICLE VII

WATER RIGHTS/IRRIGATION SYSTEM

Section 1. Water Rights. The Declarant shall convey at closing with each lot, that lot's proportionate share of water rights in the Marion Upper Ditch Irrigation Company, the Smith & Moorehouse Reservoir Company, and the Weber River Water Users Association as shown on attached Exhibit "E". These water rights shall run with the land and shall not be severable from the lot by the lot owner, or by any heirs, successor, or assigns of the lot owner.

Section 2. Irrigation System.

- a) Each owner acknowledges the existence of the irrigation system easements as shown on the official subdivision plat.
- b) The Association shall own and be responsible for maintenance of the irrigation system hardware, including, but not limited to, pipes, pumps, valves and heads.
- c) Each owner agrees to pay for the owner's proportionate share of all maintenance and replacement costs for the irrigation system as levied from time to time by the Association. For purposes of determining the owner's "proportionate share", the criteria shall be the size of the owner's lot, in relationship to the size of all other lots in the Subdivision, as shown on Exhibit "E". Each owner further agrees and acknowledges that the method of assessment for

maintenance and replacement costs on the irrigation system shall be based on the formula provided in this Section and not based on actual water usage.

d) In addition to paying the owner's proportionate share of the maintenance and replacement costs for the irrigation system, the owner acknowledges that the owner will be responsible for the owner's proportionate share of the water service provided to the lot by the water companies referenced in Section 1 of this Article VII above. The water service assessment will be based on the number of shares of stock owned by the respective lots in the respective water companies.

e) In the event a lot owner fails to pay any assessment levied by the Association. The Association shall have the right to place a lien on the delinquent lot. Furthermore, delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum, until paid. The Association shall have the right to foreclose the lien as a mortgage.

f) Each owner acknowledges and agrees that the Board of Trustees of the Association may create a watering schedule allocation among the various lot owners. Each owner agrees to comply with the watering schedule established by the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, including injunctive proceedings, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Proper notice under this Section shall be defined to require written notice of any action authorized under this Section to be sent to the affected Member by certified mail at the Member's Lot address not less than ten (10) calendar days prior to taking any such action. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs of such enforcement, including reasonable attorney's fees, shall be borne by the party (ies) in violation.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. Amendments. At anytime while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing not less than eighty (80%) percent of the Lots.

Section 5. Limited Liability. Neither Declarant, the Association, the Trustees of the Association, the Architectural committee, nor any Member, Agent, Representative, Officer, Director or Employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining or contemplated by this Declaration, provided, however, that this limited liability shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of such person. Covenants, conditions or restriction herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance either public or private, shall be applicable against every such result and may be exercised by the Association or any other lot owner in the Subdivision. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

Marion Meadows Development, Inc.,
A Utah Corporation

By Merry Strahan
Its president

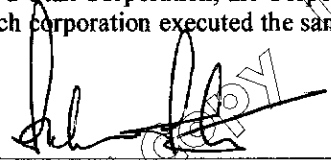
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STATE OF California

COUNTY OF Los Angeles

On the 28 day of JAN, 2003, before me,

The undersigned, a Notary Public in and for the said County and State, personally appeared Merry L. Strahan, known to me to be the President of Marion Meadows Development, Inc., a Utah Corporation, the Corporation that executed the within instrument, and Merry L. Strahan acknowledged to me that such corporation executed the same.



Notary Public

Residing at: _____

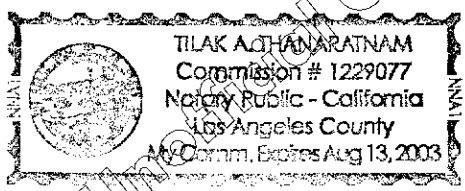


Exhibit "A"

**Legal Description
For
Marion Meadows Subdivision**

MARION MEADOWS SUBDIVISION
(WEST PART)

A parcel of land located in the West Half of the Southwest Quarter of Section 33, Township 1 South, Range 6 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING at a point North 16.25 feet along the section line and East 40.80 feet from the Southwest Corner of Section 33, Township 1 South, Range 6 East, Salt Lake Base and Meridian, said point being on the east right of way fence of Utah State Highway 189 in accordance with highway Project 147-F(1) at its intersection with the north right of way line of the south reach of a county road known as Upper Loop Road and running thence along said east right of way fence North 00°21'23" East 485.52 feet to a fence corner; thence continuing along said right of way fence 47.00 feet east of and parallel with the centerline of said highway project North 00°05'02" East 997.71 feet to a right of way marker; thence continuing along said east right of way fence North 00°21'13" East 85.27 feet; thence leaving said east right of way fence the following three courses along the southerly, easterly, and northerly boundaries of those parcels described in Book M74 at Page 362 and Book M145 at Page 808 of the Summit County Records: South 89°45'13" East 782.70 feet, North 02°32'47" East 460.38 feet, and North 89°45'13" West 800.32 feet to a point on said east right of way fence; thence continuing along said east right of way fence North 00°21'13" East 461.69 feet; thence leaving said east right of way fence the following two courses along the southerly and easterly boundaries of that parcel described in Book 5WD at Page 50: South 89°35'16" East 330.00 feet and North 00°21'13" East 132.00 feet to a point on the south right of way line of the north reach of said Upper Loop Road; thence along said south right of way line South 89°35'16" East 698.87 feet to the west line of the Weber-Provo Diversion Canal described in Book OWD at Page 570; thence leaving said south right of way line and following west line of said canal South 25°21'35" West 385.74 feet to a point of curvature of a 337.90 foot radius curve to the left; thence Southerly 134.27 feet along the arc of said curve through a central angle of 22°46'00"; thence South 02°35'35" West 1296.11 feet to a point of curvature of a 1005.40 foot radius curve to the left; thence Southerly 534.03 feet along the arc of said curve through a central angle of 30°26'00"; thence South 27°50'25" East 41.30 feet to a point of curvature of a 156.70 foot radius curve to the right; thence Southerly 152.15 feet along the arc of said curve through a central angle of 55°38'00"; thence South 27°47'35" West 5.10 feet to a point of curvature of a 526.30 foot radius curve to the left; thence Southerly 151.80 feet along the arc of said curve through a central angle of 16°27'48" to a point on the north right of way line of the south reach of said county road; thence leaving the west line of said canal North 89°39'01" West 35.27 feet along said north right of way line; thence along the easterly, northerly, and westerly boundaries of those parcels described in Book 260 at Page 501, Book M233 at Page 135, and Book 620 at Page 287 the following five courses: North 00°20'59" East 127.85 feet, North 89°39'01" West 605.28 feet, South 01°02'32" East 43.86 feet, North 89°39'01" West 130.00 feet, and South 00°20'59" West 84.00 feet to a point on the north right of way line of the south reach of said county road; thence along said north right of way line North 89°39'01" West 93.77 feet to the POINT OF BEGINNING. Containing 39.27 Acres.

(EAST PART)

ALSO a parcel of land located in the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 6 East, Salt Lake Base and Meridian, Summit County, Utah described as follows.

BEGINNING at a point South 89°39'01" East 1325.71 feet along the section line and North 00°03'49" East 33.00 feet from the Southwest Corner of Section 33, Township 1 South, Range 6 East, Salt Lake Base and Meridian said point being on the north right of way line of the south reach of a county road known as Upper Loop Road and running thence along the easterly and northerly boundaries of that parcel described in Book 436 at Page 21 of the Summit County Records the following two courses: North 00°03'49" East 472.78 feet and South 87°11'45" West 294.87 feet to a point on the east line of the Weber-Provo Diversion Canal described in Book SWD at Page 254 said point being a point of non-tangency on an 880.40 foot radius curve to the right from which the radius point bears North 67°39'26" East; thence following said east line of canal Northerly 374.48 feet along the arc of said curve through a central angle of 24°56'09"; thence North 02°35'35" East 1296.10 feet to a point of curvature of a 192.90 foot radius curve to the right; thence Northerly 76.65 feet along the arc of said curve through a central angle of 22°46'00"; thence North 25°21'35" East 457.20 feet to the south right of way line of the north reach of said county road; thence leaving said east line of canal South 89°35'16" East 80.63 feet along said south right of way line; thence leaving said south right of way line and following along the westerly and southerly boundaries of those parcels described in Book M141 at Page 1, Book 518 at Page 601, and Book M6 at Page 353 the following two courses South 00°05'06" East 1288.48 feet, and South 89°37'19" East 2688.96 feet; thence along the westerly boundary of that parcel described in Book XWD at Page 581 South 00°30'42" West 555.49 feet; thence along the northerly and westerly boundaries of those parcels described in Book 715 at Page 391, Book M8 at Page 364, and Book M122 at Page 328 the following six courses: North 89°39'01" West 466.51 feet, South 00°30'42" West 326.90 feet, North 89°39'01" West 318.52 feet, South 00°30'42" West 258.33 feet, North 89°39'01" West 125.00 feet, and South 00°30'42" West 175.00 feet to the north right of way line of the south reach of said county road; thence along said north right of way line North 89°39'01" West 1765.06 feet to the POINT OF BEGINNING. Containing 83.90 Acres.

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

MARION MEADOWS HOMEOWNER'S ASSOCIATION, INC.

(A Utah Nonprofit Corporation)

I, Merry Strahan, the undersigned natural person over the age of twenty-one (21) years, whose address is 289 Tigertail Road, Los Angeles, CA 90049, acting as incorporator of a nonprofit corporation under the Utah Revised Nonprofit Corporation and Cooperative Association Act §§ 16-6A-18 through 16-6A-1704, Utah Code Annotated (the "Association Act"), hereby adopt these Articles of Incorporation for such corporation.

ARTICLE I

NAME

The name of the corporation is **MARION MEADOWS HOMEOWNER'S ASSOCIATION, INC.** (the "Association")

ARTICLE II

DURATION

The corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

ARTICLE III

POWERS AND PURPOSES

3.01. Purposes. The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the business, property and affairs of Marion Meadows Subdivision located in Summit County, Utah (the "Subdivision").

3.02. Powers. The Association shall have all of the powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in §16-6A-302 of the Association Act.

3.03. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III: (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its members, trustees, or officers or any other person; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.01. General. These Articles and the By-Laws shall govern the organization and operation of the Association.

4.02. Membership. Each Owner of a Lot in the Subdivision shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Lot Owner.

4.03. Multiple Ownership Interests. The vote attributable to and exercisable in connection with a Lot shall be one vote per Lot. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners as members shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4.04. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a member, the address of such person, and the Lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of the county where the Project is located. The Association may for all purposes act and rely on the information concerning Owners and Lot Ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of the county where the Project is located. The address of a member shall be deemed to be the address of the Lot owned by such member unless the Association is otherwise advised. A member who fails to so furnish the above information shall continue to be liable for monthly assessments of common expenses even after transferring ownership of the Lot.

4.05. Necessary Vote. Except as concerns the election of Trustees and except with respect to those proposals which under these Articles, or by law require a greater proportion for adoption, the affirmative vote of a majority of all votes which members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the members.

ARTICLE V

BOARD OF TRUSTEES

1. Number, Tenure, and Qualifications. The Board of Trustees of the Association shall be not less than three (3), nor more than five (5). Each Trustee shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified. Trustees need not be residents of the State of Utah. In case of any vacancy in the Board of Trustees, the remaining members of the Board may elect a successor trustee or trustees to hold office until the next meeting of the members.

2. Initial Board. The persons who are to serve as Trustees until the first annual meeting of members are as follows:

<u>Name</u>	<u>Address</u>
Merry Strahan	289 Tigertail Road Los Angeles, CA 90049
Kendall Rockhill	1075 North S.R. 32 Kamas, Utah 84036
Paul Polubinskas	1831 Phillip Way Los Angeles, CA 90042

ARTICLE VI
MISCELLANEOUS

6.01. Transfer of Common Areas. The Board of Trustees may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of the common areas of the Subdivision, to any public agency or authority for such purposes and subject to such conditions be agreed to by the Board. Any such dedication or transfer however, be assented to by two-thirds (2/3) of the votes of class of membership which members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date.

6.02. Principal Office and Registered Agent. The principal office of the Association shall be located in Summit County, Utah. The name of the registered agent and the address of the principal office of the Association is as follows:

Sharon Murdoch
4313 North Ivy Lane
Provo, UT 84604

The following is the signature of the registered agent of the Association:

6.03. Amendment. These Articles of Incorporation may be amended upon the affirmative vote or approval and consent of members having ownership of not less than two-thirds (2/3rds) of the votes entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 6.03 at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Secretary of State of the State of Utah of appropriate articles of amendment executed by the President or Vice-President of the Association. In said instrument the Association shall certify that the vote or consent required by this Article VI has occurred.

6.04. Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership votes outstanding. The following additional provisions shall govern any application of this Section 6.04:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any member.

(b) Any change in ownership of a Lot which occurs after consent has been obtained from the member having an interest therein shall not be considered or taken into account for any purpose; and

(c) Unless the consents of all members having an interest in the same Lot are secured, the consent of none of such members shall be effective.

6.05. Bylaws and Resolutions. The Board of Trustees may adopt, amend, and repeal Bylaws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Bylaws or law.

6.06. Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to effect all of the purposes of both instruments. To the extent the provisions of the Association Act and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

DATED this _____ day of October, 2002.

Merry Strahan, Incorporator

STATE OF CALIFORNIA)

COUNTY OF _____)

ss.

On this the _____ day of October, 2002, personally appeared before me Merry Strahan, who being by me duly sworn, declared that she is the person who as incorporator signed the foregoing Articles of Incorporation of Marion Meadows Homeowner's Association, Inc., and that the statements contained therein are true and correct to the best of his knowledge.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT "C"

BY - LAWS

MARION MEADOWS HOMEOWNERS ASSOCIATION

A NON-PROFIT CORPORATION

ARTICLE I

OFFICE

The principal office of the Marion Meadows Homeowners Association, Inc. (herein designated the "Association") shall be situated in Summit County, State of Utah.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.1 -- Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the second Monday in August of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board of Trustees may by resolution fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting the members shall elect trustees for one (1) year terms to serve until their successors shall be elected and shall qualify. Only members of the Association shall be elected trustees; provided however, that officers and/or duly authorized agents of corporate members or members which are condominium associations may also be elected trustees of the Association.

Section 2.2 -- Special Meetings. Special meetings of the members may be called by the President, by a majority of the Board of Trustees or by any number of members whose holdings shall not be less than one-third (1/3) of the membership of the Association.

Section 2.3 -- Notice of Meetings. Notice of all annual and special meetings of the members shall be given in accordance with the statutes of the State of Utah. Whenever all of the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No notice of any meeting of members shall be necessary if waiver of notice be signed by all of the members, whether before or after the time of the meeting.

Section 2/4 -- Presiding Officer. The President, and in his absence a Vice President, shall preside at all such meetings.

Section 2.5 -- Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of a majority of the votes entitled to be cast shall decide any questions brought before such meeting, including the election of trustees, unless the question is one upon which, by express provision of the statutes of the State of Utah, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of

such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and, in the case of proxies for the annual meeting, they shall be delivered to a credentials committee consisting of the President, a Vice President and Secretary of the Association at least ten (10) day prior to said annual meeting. Proxies for special members meetings must be of record with the credentials committee at least five (5) days prior to the holding of such special members meetings. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. All matters to be voted upon by the members shall be presented to and voted upon by the members holding membership. Each Lot in the Marion Meadows Subdivision shall be entitled to one (1) vote, regardless of the number of owners of that Lot.

Section 2.6 -- Registered Members. At annual meetings of the members, only such persons shall be entitled to vote in person or by proxy as appear as members upon the transfer books of the Association on the 30th day before such annual members meeting. The Board of Trustees may, by resolution, fix a date in advance of the date of special members meetings upon which a member must appear as a member of record on the Association's transfer books in order to be entitled to vote at such special members meeting; provided, however, that said date shall in no event be fixed at less than ten (10) nor more than thirty (30) days prior to the date set for such a meeting.

Section 2.7 -- Quorum. At any meeting of the members, the holders of a majority of the voting power of the Association present in person or by proxy shall constitute a quorum of the members for all purposes. In the absence of a quorum, a subsequent meeting may be called and holders of not less than 25% of the voting power of the Association shall constitute a quorum of the members for all purposes. No such subsequent meeting shall be held more than 30 days following the preceding meeting. At any such subsequent meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.8 -- Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting, the manner of voting, form of proxies, credentials and method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE III

BOARD OF TRUSTEES

Section 3.1 -- Responsibilities. The business and property of the Association shall be managed by a Board of Trustees (herein designated and referred to as the "Board of Trustees"). The Board of Trustees may, however, enter into such management agreement or agreements with third parties as it may deem advisable.

Section 3.2 -- Number, Tenure, Qualifications and Vacancies. The number of Trustees of the Association shall be not less than three (3) nor more than five (5). Each Trustee shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified. Trustees need not be residents of the State of Utah. In case of any vacancy in the Board of Trustees, the remaining members of the Board may elect a successor trustee or trustees to hold office until the next meeting of the members.

Section 3.3 -- Regular Meetings. A regular annual meeting of the Trustees shall be held immediately after the adjournment of each annual members meeting at the place at which such members meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the Board of Trustees may from time to time by resolution provide.

Section 3.4 -- Special Meetings. Special meeting of the Board of Trustees shall be held whenever called by the President, the Vice President or by a majority of the Board. By unanimous consent of the Trustees, special meetings of the Board may be held without call or notice at any time or place.

Section 3.5 -- Quorum. A quorum for the transaction of business at any meeting of the Trustees shall consist of a majority of the Trustees then in Office.

Section 3.6 -- Committees. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the members of the Association, which to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Trustees. Such committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The President may appoint persons to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 3.7 -- Compensation. Trustees shall not receive any stated salary for their service.

Section 3.8 -- Additional Facilities. The Board of Trustees shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

ARTICLE IV

OFFICERS

Section 4.1 -- Selection of Officers. The Board of Trustees shall elect or appoint the officers of the Association. Such election or appointment shall regularly take place at the first meeting of the Trustees immediately following the annual meeting of the members; provided, however, that election of officers may be held at any other meeting of the Board of Trustees. Officers of the Association may be appointed from among the Board of Trustees.

Section 4.2 -- Additional Officers. The Board of Trustees may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Trustees or by the President.

Section 4.3 -- Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the then members of the Board of Trustees.

Section 4.4 -- President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Board of Trustees may require of him. The President shall be invited to attend meetings of each committee.

Section 4.5 -- Vice President. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Board of Trustees may impose upon him.

Section 4.6 -- Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the Association, its membership books and such books and records as these By-Laws or any resolution of the

Trustees may require him to keep. He shall be the custodian of the seal of the Association and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the Board of Trustees may impose upon him. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary/Treasurer. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees and shall, when requested by the President so to do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Trustees. The Secretary/Treasurer shall perform such other services as the Board of Trustees may require.

ARTICLE V

SEAL

The seal of the Association shall be impressed as follows:

ARTICLE VI

MEMBERSHIP CERTIFICATES

Section 6.1 -- Form of Certificates. The Association shall issue certificates evidencing each membership.

Section 6.2 -- Issuance. All membership certificates shall be signed by the President or Vice President and by the Secretary/Treasurer, and the seal of the Association shall be impressed thereon.

Section 6.3 -- Transfer. Except as provided in Section 6.1 membership certificates shall be transferred on the books of the Association by assignment made by the member, his attorney-in-fact or legal representative, and by delivery of the certificate to the Secretary/Treasurer of the Association for transfer, together with such further supporting documents as the Association may reasonably require. Each certificate surrendered for transfer shall be marked "Cancelled" by the Secretary/Treasurer and the cancelled certificate shall be affixed to its stub.

Section 6.4 -- Lost Certificates. Should the owner of any membership certificate make application to the Association for the issuance of a duplicate certificate by reason of the loss or destruction of his certificate, he shall accompany his application by an affidavit setting forth the time, place and circumstances of such loss or destruction, and agreeing to indemnify the Association against such loss as the Association may suffer by reason of the issuance of a duplicate certificate or the refusal to recognize the certificate that was allegedly lost or destroyed. Upon satisfaction of the foregoing, a duplicate certificate may be issued. The duplicate certificate shall be marked "Duplicate", and the stub of the certificate lost or destroyed shall indicate the issuance of the duplicate.

ARTICLE VII

DIVIDENDS

There shall be no dividends paid or payable by the Association. It is hereby acknowledged that the Association is organized as a non-profit corporation under the Utah Non-Profit Corporation

Cooperative Association Act solely and strictly as an association of Lot owners to act as an agent for said owners in the management of the Marion Meadows Subdivision. It is no intended that the Association realize any profit on any transaction.

ARTICLE VIII

ANNUAL STATEMENT

The Board of Trustees shall present at each annual meeting, and when called for by a vote of the members at any special meeting of the members, a full and complete statement of the business and condition of the Association.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall be the calendar year ending December 31.

ARTICLE X

AMENDMENTS

These By-Laws may be altered or repealed by the affirmative vote of a majority of the members at any regular meeting of the members or at any special meeting of the membership if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

EXHIBIT "D"
ARCHITECTURAL RULES
MARION MEADOWS SUBDIVISION

I

GENERAL

The following Architectural Rules have been prepared by Marion Meadows Development Corporation, Inc., a Utah Corporation (hereinafter referred to as the "Declarant") in compliance with the Declaration of Covenants, Conditions, and Restrictions for the Marion Meadows Subdivision ("CC&R"). The purpose of these rules is to ensure that all construction, materials, building design, and landscaping are in keeping in harmony and quality with the overall Marion Meadows Subdivision development. The following rules supplement the architectural rules contained in the CC&R's. To the extent there is any conflict between these rules and the CC&R's, the CC&R's shall control.

1. The Architectural Committee shall initially consist of the Declarant until such time as members of the Architectural Committee are appointed as provided in the CC&R's.
2. It is the desire of the Declarant to ensure that quality homes are built in harmony with the rural country style neighborhood of the Marion Meadows Subdivision.
3. Departures from these rules shall not be permitted without the explicit written consent of the Architectural Committee. In the event questions or disputes arise over these rules, or the interpretation of these rules, the decision of the Architectural Committee shall govern and shall be final.

II

DOCUMENTATION REQUIRED

1. Two sets of plan (complete) must be submitted to the Architectural Committee.
2. Please allow a minimum of ten (10) calendar days for application processing. If the Architectural Committee fails to approve or disapprove a completed application within thirty (30) calendar days after submittal to the Architectural Committee, the application shall be deemed approved by default.
3. The plans, application or description must clearly show:
 - a. The site plan, the lot number, and how the building or structure(s) will be situated on the building pad on the lot together with all exterior improvements and hard surfacing.
 - b. Elevation views.
 - c. The basic structural system of the improvements.
 - d. A specification sheet showing all exterior materials, finishes, and colors.
 - e. A basic landscaping sketch. (This can be done on the site plan.)
 - f. A timetable for commencement of construction to completion.

III

SIZE & LOCATION REQUIREMENTS

1. Except for a guest home as provided in the CC&R's, only one single family residence may be allowed on any single family zoned lot.
2. The minimum structure size shall be as contained in the CC&R's.
3. No structure on a lot may exceed a building height of thirty-five (35) feet above the existing grade. For purposes of measuring height, the height will be measured from the existing grade to a point measured from the midline between the ridge of the roofline and the eaves.
4. All structures, including residence, guest house, barn, and out-buildings, must be located within the building pad as shown on the official subdivision plat. If more than one building pad is shown, the provisions of the CC&R's shall apply.
5. The contour of the land at any property line is to remain constant. Re-contouring in excess of four (4) feet will require prior written approval of the Architectural Committee.
6. The exterior construction of the main dwelling must be completed in a timely fashion. A two-year completion time is recommended.
7. Landscaping of front yards and rear yards also should be completed in a timely fashion. Owners are encouraged to completely landscape their property as soon as possible in order to contribute to a more harmonious neighborhood.
8. Foundations and/or basements shall not be overtly visible from the road right-of-way nor shall they be used to enhance overall building height.
9. Siding should extend downward as low as possible in order to minimize any exposure of the foundation.
10. Builders are required to contain the "debris" of their construction process with the use of dumpsters or other large containers and to ensure that no construction material finds its way onto adjacent properties and/or roadways.

IV

DESIGN REQUIREMENTS

1. Building designs should reflect a rural country style.
2. All roadway materials, building materials, roofing materials, sidings, and garage doors should all promote the general harmony of this subdivision. For these matter, the Architectural Committee will serve in an advisory capacity.
3. Roof designs shall have a minimum pitch of four in twelve (feet). Reflective flashing material must be painted or treated to match building color.
4. Architects are encouraged to minimize the apparent mass of buildings by stepping roof lines and containing taller building areas within stepped roof lines.

5. Roadway materials may be gravel, concrete, asphalt, brick or stone. Exterior carpet, synthetic grass or colored or painted paving is discouraged.
6. Antennas of all varieties shall be placed out of view from the roadway.
7. Dog runs shall be concealed so as not to be visible from the roadway.
8. Exterior lighting should be designed so as not to create undue glare on surrounding homes or on the street.
9. Location of all storage and utility buildings, barns and out buildings, dog runs, shall be located within the building pad shown on the amended subdivision plat. Garbage and refuse containers, air conditioning equipment and utility lines and pipes, etc. must be placed at the rear of the dwelling and located so as not to be conspicuous from the frontage street. Exterior clothes drying lines shall not be permitted.
10. Except for barns and out buildings, wood foundations are not permitted.

MARION MEADOWS DEVELOPMENT, INC.

BY: _____

ITS: _____

Pl. Hon please refer to the sale of Lot 9 to Steve Price in regards to this memo.

EXHIBIT F

Memorandum of Understanding

As a (potential) buyer of a lot of Marion Meadows Subdivision, the following has been brought to my attention concerning the impending lot line adjustment affecting lots 8 and 9 of the Marion Meadows Subdivision:

Amended lot 9 will be excluded from the Covenants, Codes and Restriction of the Marion Meadows subdivision.

Amended lot 9 will be excluded from the homeowners' association and will not have voting rights in said association.

Amended lot 9 will be excluded from irrigation shares, irrigation shareholder votes and all irrigation rights will be forfeited

Amended lot 9 will remain in the Marion Meadows Subdivision for boundary reasons only.

Amended lot 8 will retain irrigation shares and irrigation shareholder votes as originally purchased with lots 8 and 9.

Amended lot 8 will retain homeowners' association voting rights as owner of lot 8.

Notarized signature of this document signifies that undersigned has made opportunity to inform themselves of conditions regarding probable amendment of lots 8 and 9 of the Marion Meadows Subdivision and said undersigned forfeits future claims, litigious action or adverse actions against Owners, Realtors, or any persons involved with the Marion Meadows Subdivision.

James Henry
Amy Harvey

Signed

3-20-01
2/2/02

Date

Marion Meadows Development

Lot # Account

1	309421
2	309439
3	309447
4	309454
5	309462
6	309470
7	309488
8	309496
9	309504
10	309512
11	309520
12	309538
13	309546
14	309553
15	309561