

WHEN RECORDED RETURN TO:

Monarch Village, LLC  
14034 S. 145 E. Suite 204  
Draper, UT 84020

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Book - 10895 Pg - 5158-5168  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MONARCH VILLAGE LLC  
14034 S 145 E #204  
DRAPER UT 84020  
BY: STA, DEPUTY - WI 11 P.

**JOINT USE, COST ALLOCATION, AND EASEMENT AGREEMENT**

This JOINT USE, COST ALLOCATION, AND EASEMENT AGREEMENT ("**Agreement**") is entered into between the undersigned owners of the property within Phases 1 through 3 of the Haven Dell PUD subdivision and the homeowners association of Phases 4 and 5 of The Grove subdivision, as listed in the signature blocks below, and shall be effective as of the date it is recorded in the Salt Lake County Recorder's Office.

**RECITALS**

- A. The Haven Dell PUD and The Grove PUD subdivision plats have been recorded in the office of the Salt Lake County Recorder. All property, Lots, and parcels within such plats shall be collectively referred to herein as the "**Project**".
- B. The Owners and homeowners associations of the Lots and parcels subject to this Agreement described Exhibit A are collectively referred to herein as the "**Parties**".
- C. Haven Dell Phase 3 area of the Project contains a Clubhouse and related facilities and amenities.
- D. The Parties desire to enter into an agreement to define the rights and obligations of the Parties for the shared use, maintenance, repair and replacement of the Clubhouse and the allocation and collection of costs incurred for such purposes.
- E. The Parties desire to grant easement rights for the use of the Clubhouse and its facilities, and such rights shall be binding on the successors and assigns of each Lot or parcel.

**AGREEMENT**

In consideration of the foregoing recitals and the mutual covenants of the Parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree and are bound as follows:

**1. Definitions.** The capitalized terms in this Agreement shall have the meanings set forth in this Section or as otherwise indicated throughout this Agreement.

(a) "**Allocable Share**" shall mean the interest of the Owner of a Lot which shall be applicable for the purposes of the payment of Common Expenses, and for other purposes indicated in this Agreement. The Allocable Share shall have a permanent character and shall not be altered without the express written consent of the Manager and at least sixty-seven percent (67%) of the total Allocable Shares as expressed in a recorded amendment to this Agreement. The Allocable Share for each Lot is set forth in

Exhibit B. The Grove and all Owners shall be responsible for payment of their entire Allocable Share as soon as Common Expenses are incurred after the recording of this Agreement, regardless of whether residential units are built or occupied on the Lots or parcels.

(b) **"Clubhouse"** means the building structure and all related land, improvements, and facilities located within the Haven Dell – Phase 3 PUD subdivision plat recorded in the office of the Salt Lake County Recorder, including, but not limited to, parking areas, sidewalks, pool, sports courts, and related amenities.

(c) **"Common Expenses"** means: (i) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager in connection with the operation, management, maintenance and repair of the Clubhouse and the performance of the Manager's rights and duties under Sections 3 and 4 or any other provision of this Agreement, including, without limitation, all reasonable costs, expenses, fees and other amounts relating to maintaining Improvements located on the Clubhouse parcel; (ii) all culinary and secondary water fees for the Project, so long as the water is jointly metered; (iii) trash removal services for the Project, so long as such service is jointly performed and jointly assessed for all Lots in the Project; (iv) the storm drains, retention pond, and any other facilities in the Project related to the storm water prevention plan with the City; (v) the roads located on the Haven Dell – Phase 3 PUD plat; (vi) managerial, clerical and overhead costs, expenses, fees and other amounts; and (vii) Common Expenses due but not recoverable (after reasonable effort) from a responsible Lot Owner, together with all interest on, and costs and attorney fees incurred in connection with, such unpaid Common Expenses. Any assessment or charges for public improvements, secondary water, or other utilities levied against the Clubhouse parcel shall be part of the Common Expenses.

(d) **"Common Expense Share"** means, with respect to each Party, the product obtained by multiplying the Common Expenses for the relevant period by the Allocable Share applicable to such Lot or Party.

(e) **"Improvements"** means all buildings, landscaping, parking areas, sidewalks, fences, signs, utility systems and facilities and other improvements.

(f) **"Lot"** means any of the separately identified buildings within the Haven Dell PUD subdivision plats. With respect to the Grove, the term Lot shall mean every Lot or parcel within The Grove PUD subdivision.

(g) **"Manager"** means the owner of the Clubhouse parcel within the Haven Dell - Phase 3 PUD plat, unless and until such owner assigns its rights and duties as the Manager. The Manager's rights and duties under this Agreement may be assigned to (a) any other Lot Owner, (b) The Grove at Haven Dell Owners Association, or (c) any owner's association that is formed for the purpose of performing the Manager's functions under this Agreement. Any transfer of Manager rights shall be accomplished through a recorded instrument.

(h) **"Owner"** means the Grove and the fee owner of each Lot within the Haven Dell PUD subdivision plats. If any Lot has more than one Owner, the liability of each such Owner under this Agreement shall be joint and several.

(i) **"Grove"** means The Grove at Haven Dell Owners Association governing the Lots within Phase 4 and Phase 5 of the Project pursuant to the Declaration of Covenants, Conditions, and Restrictions for The Grove at Haven Dell filed in the office of the Salt Lake County Recorder. Pursuant to this Agreement, Grove shall be obligated to pay the Common Expense Share for all of the Lots governed by its Declaration.

**2. Grant of Easement.** Subject to the rights, restrictions, and collection of the required payments set forth in this Agreement, each Party is hereby granted a nonexclusive easement over and across the Clubhouse parcel for the use and enjoyment of each Lot Owner and their successors and assigns. This reciprocal easement is granted as a benefit and right appurtenant to ownership of a Lot within the Project and shall not be separated therefrom.

**3. Manager's Rights and Duties.** The Manager shall timely perform or cause to be performed the duties set forth in this Section for which the Manager shall be reimbursed in accordance with this Agreement. All costs, expenses, fees and other amounts incurred or payable by the Manager in connection with the duties set forth in this Section are part of the Common Expenses payable by the Owners under Section 4 of this Agreement. The Manager shall have no obligation to perform, and no liability for failure to perform, any obligation set forth in this Agreement if the funds to pay for such obligation are not timely received by the Manager pursuant to Section 4.

(a) **Maintenance.** The Manager shall be responsible for the management, maintenance, repair, and replacement of the Improvements on the Clubhouse parcel and shall keep such Improvements in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair.

(b) **Insurance.** The Manager may maintain general liability insurance for the operation of the Improvements on the Clubhouse parcel in the Manager's sole discretion. If insurance is obtained, then the costs of such policy shall be a Common Expense.

(c) **Assessment to Specific Owner.** If the need for maintenance or repair of the Improvements is caused by the willful or negligent acts of a Party, or its members, occupants, guests, tenants, or invitees, the Manager may cause such repairs to be made and the cost of such maintenance or repair work shall be added to and become a charge to the Party in addition to its Common Expense Share.

(d) **Rules.** The Manager may adopt rules for the regulation and operation of the Clubhouse and its Improvements. If rules are adopted, they shall be consistently and uniformly enforced. Each Party shall be obligated to ensure that the rules promulgated in accordance with this Agreement are made part of the rules applicable to their respective homeowners association or other governance authority. Each Party shall be required to take enforcement action against their permitted users as directed by the Manager, including the imposition of fines. The Manager's determination as to whether a particular activity being conducted or to be conducted violates or will violate the rules shall be conclusive. The Manager shall have the right and authority to restrict access to the Clubhouse and facilities governed by this Agreement for any person who has violated the rules, or who has not paid their fines, in the Manager's sole discretion. All fines collected by the Parties for violations of the Manager's rules shall be remitted to the Manager. If a

Party fails to take enforcement action for rule violations, then the Manager make take enforcement action against individual persons and shall assess all costs incurred to the applicable Party or Owner.

#### **4. Common Expenses.**

(a) **Collection.** The Manager is expressly authorized by each Party to incur or allocate all costs, expenses, fees and other amounts included within the definition of "Common Expenses" set forth in Section 1(c), and each Party shall contribute such Owner's Common Expense Share in the manner described in this Agreement. The Manager shall invoice each Owner in advance based on the Manager's reasonable annual estimate of the Common Expense Share. Each Owner (including Grove as applicable) shall pay such Owner's Common Expense Share in equal installments on the first day of each month. If at the end of the year the monthly installment payments made by Owners aggregate less than the actual amount of the Common Expenses for such calendar year, the Manager may submit an invoice for the deficiency to each Owner and each Owner shall pay the any deficiency amount owing to the Manager within thirty (30) days after such final invoice is furnished. If the aggregate Owner payments are more than the Common Expenses incurred by the Manager for such calendar year (including scheduled reserves), the excess amounts shall be applied to future Common Expense Share amounts due from each Owner. Any amount required to be paid under this Section which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager for any payment not made within ten (10) days after the date due. The acceptance by the Manager of any payment that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such Owner's entire Common Expense Share amount. All records and accounts maintained by the Manager which relate to the Common Expenses shall be open to examination by any Owner on at least ten (10) days' prior written notice to the Manager.

(b) **Certain Obligations and Rights.** The obligations of each Owner for the payment or reimbursement of Common Expenses, and for all other provisions of this Agreement are the personal obligations of such Owner and may be enforced by the Manager. No Owner may avoid or diminish the personal nature of such obligations by abandonment of such Owner's Lot or by waiver of any of the services provided for in this Agreement. Suit to recover a money judgment for any amount due may be maintained by the Manager. All remedies set forth in this Agreement are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Agreement and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

**5. Enforcement.** The restrictions, covenants, and obligations in this Agreement are for the benefit of each Owner and they shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest. Each Owner by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to have accepted all the restrictions, covenants and obligations in this Agreement and agrees to contribute its proportional share of the Common Expenses. Each

Owner hereby agrees that such Common Expense costs shall be a charge on the land and shall be a continuing lien upon the Lot of any Owner who has failed to contribute its proportional share of the Common Expense costs. The Manager shall be entitled to pursue a lien against a delinquent Owner who fails to pay its Common Expense Share to the fullest extent permitted by law, which lien shall include all interest, late fees, attorney fees, and other costs of collection. This lien right shall arise and be perfected as of the date of the recording of this Agreement. Each Owner's Common Expense Share shall also be the obligation of the person who was the Owner of such Lot at the time when the Common Expense occurred. The Manager shall have the right to pursue a legal action to personally recover from delinquent Lot Owners to the fullest extent permitted by law. In the event of default, all residents or occupants of the defaulting Owner's Lot(s) shall immediately lose all access and use rights to the Clubhouse. This means that if the Grove defaults, all members and residents within its HOA boundaries shall immediately lose their right to use or occupy the Clubhouse.

**6. Indemnification.** Each Owner shall indemnify, defend and hold harmless the Manager and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character, which are caused by such Owner's negligent or willful acts or omissions, or through the use or release of any hazardous substances, pollutants, or contaminants on any Lot by the indemnifying Owner, or any person leasing or occupying the Lot owned by such indemnifying Owner, or by any agent, employee, contractor, invitee or licensee of the indemnifying Owner.

**7. Restriction on Use.** No Owner or their permitted users shall place any obstruction on the Clubhouse parcel whatsoever without the written permission of the Manager.

**8. Covenants to Run with Land.** This Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the Manager, each Owner, any other party holding any interest in any Lot, and their respective successors and assigns. This Agreement shall be binding on each Lot, and all interests in each Lot shall be subject to this Agreement. By any way coming to have any interest in or occupying any Lot, the person so coming to have such interest or occupying agrees to be bound by this Agreement; provided, however, that no such person shall have personal liability under this Agreement for any acts committed prior to the time such person became an Owner.

**9. Joint and Several Liability of Owner and Future Owners.** The Owner and any future Owners of a Lot are jointly and severally liable for all Common Expenses accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Common Expenses accruing after the person has lawfully transferred the Lot to another Owner. The recording of a deed to a person that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation in this Section is separate and distinct from any lien rights associated with the Lot. Grove (or any successor association governing the Lots within Phases 4 and 5) shall be jointly and severally liable for the Common Expense Share of all Lots governed by its declaration of covenants, conditions and restrictions.

**10. No Merger.** The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that one or more Lots may be owned by the same person(s) or entity(ies) from time to time, it being the intention of this Agreement to create a common scheme for the management of the Clubhouse parcel which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

**11. Notices.** Any notice required or permitted to be given to any Owner according to the provisions of this Agreement shall be deemed to have been properly furnished if personally delivered in writing, emailed, or if mailed, postage prepaid, to the address provided to the Manager by such Owner. If no address is provided, then notice shall be effective if delivery is made to the latest email or mailing address for such Person appearing in the records of the Salt Lake County Recorder at the time notice is sent.

**12. Attorney Fees.** If any action is brought because of a default under, or to enforce or interpret this Agreement, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorney fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

**13. Waiver.** Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

**14. Amendment.** This Agreement may be amended or terminated only by an instrument recorded in the official records of Salt Lake County which is executed by the Manager and at least sixty-seven percent (67%) of the Allocable Shares of the Lot Owners. Any amendment(s) shall be effective as of the recording date. The term of this Agreement will begin on the date it is recorded in the office of the Salt Lake County Recorder and shall continue in full force and effect in perpetuity, or until amended or terminated pursuant to the terms set forth herein.

**15. No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the Clubhouse or the easements created hereby.

**16. Non-Use.** No obligation arising out of this Agreement, or right granted under this Agreement shall lapse because of non-use by a Party or its members.

**17. Waiver.** Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

**18. Governing Law.** This Agreement shall be construed pursuant to the laws of the State of Utah.

**19. Recording.** This Agreement shall be recorded in the official records of Salt Lake County, Utah.

**IN WITNESS WHEREOF**, Monarch Village, LLC as the owner of the Clubhouse parcel consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 11<sup>th</sup> day of February, 2020.

**MONARCH VILLAGE, LLC**  
a Utah limited liability company

By: [Signature]

Name: Bryan Flamm

Title: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 11<sup>th</sup> day of February, 2020, personally appeared before me Bryan Flamm, who by me being duly sworn, did say that she/he is an authorized representative of Monarch Village, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

**IN WITNESS WHEREOF**, Monarch Village, LLC as the owner of Buildings 101 - 106, and 201 - 210 of Haven Dell P.U.D. consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 11<sup>th</sup> day of February, 2020.

**MONARCH VILLAGE, LLC**  
a Utah limited liability company

By: [Signature]

Name: Bryan Flamm

Title: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 11<sup>th</sup> day of February, 2020, personally appeared before me Bryan Flamm, who by me being duly sworn, did say that she/he is an authorized representative of Monarch Village, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

IN WITNESS WHEREOF, Monarch Village Sales, LLC as the owner of Lots 401 - 460, and 501 - 574 of The Grove at Haven Dell planned unit development consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 11th day of February, 2020.

**MONARCH VILLAGE SALES, LLC**  
a Utah limited liability company

By: \_\_\_\_\_

Name: Bryan Flamm

Title: Manager

STATE OF UTAH )  
  ) ss.  
COUNTY OF Salt Lake )

On the 11th day of February, 2020, personally appeared before me Bryan Flamm, who by me being duly sworn, did say that she/he is an authorized representative of Monarch Village Sales, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: Katelyn Mickelsen

**IN WITNESS WHEREOF**, The Grove at Haven Dell Owners Association, on behalf of all of its members who are owners of Lots 401 - 460, and Lots 501 – 574 of The Grove PUD subdivision, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 11th day of February, 2020.

**THE GROVE AT HAVEN DELL OWNERS ASSOCIATION**  
a Utah nonprofit corporation

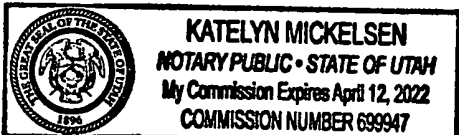
By: \_\_\_\_\_

Name: Bryan Flamm

Title: Manager

STATE OF UTAH )  
  ) ss.  
COUNTY OF Salt Lake )

On the 11th day of February, 2020, personally appeared before me Bryan Flamm, who by me being duly sworn, did say that she/he is an authorized representative of The Grove at Haven Dell Owners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: Katelyn Mickelsen



More particularly described as:

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE SOUTH QUARTER (S 1/4) OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 8, SOUTH 89°26'55" WEST 458.35 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 319.31 FEET TO A POINT ON A NORTHERLY BOUNDARY LINE OF THE PROPOSED HAVEN DELL PHASE 2A, SAID POINT ALSO BEING THE POINT OF BEGINNING:

THENCE NORTH 00°33'02" WEST 74.13 FEET; THENCE NORTH 89°26'56" EAST 754.83 FEET TO A NORTHWEST CORNER OF SAID PROPOSED HAVEN DELL PHASE 2A; THENCE THE NEXT TWO (2) CALLS ALONG THE BOUNDARY LINE OF SAID PHASE 2A; (1) SOUTH 00°33'04" EAST 74.13 FEET; (2) SOUTH 89°26'58" WEST 754.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 55,957 SQUARE FEET OR 1.28 ACRES.

All of **Haven Dell - Phase 3 PUD**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13125474, Plat Book 2019P, at Page 311.

More particularly described as:

Parcel Number: **33083770120000**

All of **The Grove - Phase 4 PUD**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13133092, Plat Book 2019P, at Page 322.

Including Units 401 through 460

Parcel Numbers: **33083770140000** through **33083770740000**

All of **The Grove - Phase 5 PUD**, according to the official plat on file in the office of the Salt Lake County Recorder.

Including Units 501 through 574 Parcel numbers not yet assigned.

More particularly described as:

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE SOUTH QUARTER (S 1/4) OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 8, SOUTH 89°26'55" WEST 1315.09 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PLAT MAP TITLED "VILLAGE AT THE BOULDERS PHASE 2, AMENDING PART OF LOT F, SOUTH HERRIMAN", BOOK 2018P, AT PAGE 158, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID PLAT NORTH 00°30'37" EAST 239.61 FEET TO THE NORTHWEST CORNER OF THE PROPOSED THE GROVE PHASE 4 AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE NORTH 00°30'37" EAST 153.89 FEET; THENCE NORTH 89°26'56" EAST 852.52 FEET TO THE NORTHWEST CORNER OF THE PROPOSED HAVEN DELL PHASE 2B; THENCE ALONG THE WEST LINE OF SAID PHASE 2B, SOUTH 00°33'02" EAST 74.13 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED PHASE 2B; THENCE THE NEXT FOUR (4) CALLS ALONG THE BOUNDARY LINE OF THE PROPOSED HAVEN DELL PHASE 2A; (1) SOUTH 89°26'58" WEST 69.67 FEET; (2) SOUTH 00°33'02" EAST 26.00 FEET TO THE BEGINNING OF A CURVE (3) SOUTHEASTERLY 18.85 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET WITH A CENTRAL ANGLE OF 90°00'00", CHORD BEARS SOUTH 45°33'02" EAST 16.97 FEET; (4) SOUTH 00°33'02" EAST 45.50 FEET; THENCE SOUTH 89°26'58" WEST 722.50 FEET ALONG THE NORTHERLY BOUNDARY LINES OF THE PROPOSED HAVEN DELL PHASE 1 AND THE GROVE PHASE 4; THENCE THE NEXT TWO (2) CALLS ALONG THE NORTHERLY BOUNDARY LINE OF SAID PHASE 4; (1) NORTH 00°33'02" WEST 3.76 FEET; (2) SOUTH 89°26'58" WEST 75.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 129,170 SQUARE FEET OR 2.97 ACRES.

**EXHIBIT B**

<b>Parcel/Owner</b>	<b># of Living Units</b>	<b>Allocable Share</b>
The Grove	134	51.54%
Building 101	8	3.08%
Building 102	8	3.08%
Building 103	8	3.08%
Building 104	6	2.30%
Building 105	6	2.30%
Building 106	8	3.08%
Building 201	8	3.08%
Building 202	8	3.08%
Building 203	6	2.30%
Building 204	8	3.08%
Building 205	10	3.84%
Building 206	10	3.84%
Building 207	8	3.08%
Building 208	8	3.08%
Building 209	8	3.08%
Building 210	8	3.08%
<b>Total</b>	<b>260</b>	<b>100%</b>

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