

BYLAWS FOR PINE HAVEN PLANNED UNIT DEVELOPMENT

The following Bylaws ("Bylaws") of the Pine Haven Planned Unit Development, Inc. ("Association") govern the operation, management and regulation of the Association.

ARTICLE I INCORPORATION

1. Submission: The Bylaws incorporate by reference the Articles of Incorporation ("Articles") of the Pine Haven Planned Unit Development ("Pine Haven"), located in Salt Lake County, Utah. The Bylaws govern the administration of the Association and supersede and replace any prior bylaws of the Association.
2. Organizational Form: The Association is a corporation formed under the laws of the State of Utah, and these Bylaws are the Bylaws of the Association, and in the event of any conflict between these Bylaws and the Articles or the Declaration of Covenants, Conditions, and Restrictions ("Restrictive Covenants") for Pine Haven, the Restrictive Covenants in all instances control. However, in the event of conflict, laws of the State of Utah, city ordinances, and, always govern over these Bylaws.
3. Registered Office and Registered Agent: The Registered Agent and office of the Association is Jennifer Ames, 7770 S. Rustic Pine CV, Midvale, Utah 84047.
4. Bylaws Applicability: All present and future owners, occupants, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance within Pine Haven are subject to and must abide by these Bylaws.

ARTICLE II ORGANIZATION

1. Composition of Association: The Association is a mandatory association consisting of all unit owners of Pine Haven.
2. Composition of Board of Directors: The Board of Directors of the Association ("Board") shall be composed of three (3) members. Only individual unit owners or officers or agents of unit owners shall be eligible for Board membership.
3. Removal of Board Member: A Board member may be removed with or without cause, and his/her successor elected, at any duly quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given 30-day notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses 25% or more of the Board Meetings or who misses 3 consecutive meetings, in any calendar year, shall be automatically removed from the Board.
4. Voting: Each unit shall have one vote. Units with multiple owners must elect a

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7770 S RUSTIC PINE CV MIDVALE, UT 84047

representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Entities may vote by means of an authorized agent. Notwithstanding the foregoing, to be entitled to vote at any annual or special meeting, a unit owner or its designated representative shall be in full compliance with all of the terms, covenants, and conditions of the Bylaws, Restrictive Covenants, state, federal and local laws, and shall have fully paid all common area fees and/or additional charges due.

5. Organizational Meeting: The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

6. Annual Meeting: Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 6PM on the last day of September of each year, or at such other suitable date as may be designated by the Board from time to time. When such day is a weekend, the meeting shall occur on the first business day thereafter. The place of meeting shall be specified in the notice of meeting. Only individual unit owners or the legal representative or agent of a unit owner may attend.

7. Special Meetings: The President or two of the members of the Board may call a special meeting of the Association, or if he/she is so directed by resolution of the Board or upon receipt of a petition signed and presented to the Secretary of the Board by at least 2/3 of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

8. Report of Board: The Board shall present at each annual meeting, and when called or by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

9. Notice of Meeting: It shall be the duty of the Secretary to email, hand deliver or mail, by regular U. S. Mail, postage prepaid, a notice of (a) each annual meeting of the Owners not less than or more than 30 days in advance of such meetings; and (b) each special meeting of the owners at least 3 days and not more than 20 days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at the address of his or her respective unit or such other address as each owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice. If all the members are present any meeting of the Board, not notice shall be required and any business may be transacted at such meeting.

10. Waiver of Notice: Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice. If all the members are present any meeting of the Board, not notice shall be required and any business may be transacted at such meeting.

11. Board's Quorum: At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than 2 days. At any such rescheduled meeting, any business that may have been transacted originally called, may be transacted without further notice.

12. Vacancies: Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by vote of the Association shall be filled by the election and vote of the Association.

13. Quorum Voting: A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 2 days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote for the unit owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought before the meeting.

14. Order of Business: The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. report of special Boards, if any;
- f. election of inspectors of election, if applicable;
- g. election of Board Members, if applicable;
- h. unfinished business; and
- i. new business

15. Conduct of Meeting: The President shall, or in his/her absence, the Vice President, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record all transactions occurring thereat.

a. Open Meetings: A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not

participate in any discussions or deliberation by the Board unless expressly so authorized by majority of a quorum of the Board. The Board may establish procedures, policies and guidelines for the conduct of its meetings and may prohibit photographs, electronic recordation or video recorders.

b. Executive Session: The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders for business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

c. Action without a Form Meeting: Any action to be taken at a meeting of the Board may be taken without a meeting if consent is in writing, setting forth action so taken, shall be signed by all members of the Board.

ARTICLE III MANAGEMENT BOARD

1. Powers and Duties: The affairs and business for the Association may be managed by its Board. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Bylaws and may do all such acts and things necessary to operate and maintain the project. The Board shall have the power from time to time to adopt any rules and Regulations deemed proper for the exercise of its management powers. The Board may delegate its authority to its officers. Subject to any limitations or provisions contained in the Bylaws, the Board shall be responsible for at least the following:

a. Preparation of annual budget in which there shall be established the contribution of each owner to the common area fees.

b. Establishing common area fees to defray the costs and expenses of maintenance of Pine Haven, establishing the means and methods of collecting such common area fees from the owners, and establishing the period and method of the installment payment of the annual assessment for common area fees subject to these guidelines. Unless otherwise determined by the Board, each owner's common area fee may be payable in equal monthly installments, due and payable in advance on the first day of each month. However, in the event a unit owner fails to make an installment payment in a timely manner, the entire annual assessment may be accelerated by the Board and shall thereafter be automatically due and payable without further notice, although the Board may subsequently elect to deaccelerate the obligation.

c. Providing for operation, care, upkeep, repayment, maintenance, insurance and surveillance of all the common areas and the services of Pine Haven.

d. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the common areas, and providing services for the property, and, where appropriate, providing the compensation for such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the unit owners.

- e. Collecting Unit transfer fees due at time of sale.
- f. Collecting the common area fees against the unit owners, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to carry out the administration of the property.
- g. Making, amending, and enforcing Restrictive Covenants respecting the project, these Bylaws, and the use of the property within Pine Haven.
- h. Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- i. Making or contracting of repairs, additions, and improvements to or alterations of, the property of Pine Haven, and repairs to and restoration of, the property in accordance with these Bylaws and Restrictive Covenants, after damage or destruction by fire or other casualty.
- j. Enforcing by legal means the provisions of these Bylaws, Restrictive Covenants for the use of Pine Haven property adopted by it, and bringing any proceedings, which may be instituted on behalf of the unit owners.
- k. Obtaining and carrying insurance against the risks, casualties and liabilities and paying the premium costs thereof.
- l. Paying the cost of all services rendered to the project and not billed directly to unit owners of individual units.
- l. Keeping books and records with detailed accounts of the receipts and expenditures affecting Pine Haven, and the administration of Association and Pine Haven, specifying the maintenance and repair expenses for the common areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the unit owners, their duly authorized agents or attorneys, during general business hours on working days at the time and in the manner that shall be set and announced by the Board for the general knowledge of the unit owners.
- m. Providing where necessary, snow removal and other necessary utility services for the common areas.
- n. To pay any amount necessary to discharge any mechanic's or material men's lien or other encumbrance levied against the property, or any part thereof, which may be in the opinion of the Board constitute a lien against the property or against the common areas, rather than merely against a particular Unit. When one or more unit owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit owners and shall, until paid by said Unit owners, constitute a lien on the interest of said Unit owners in the property which lien may be perfected and foreclosed in the manner provided by law.

o. To give notice of and to provide hearings for alleged infractions of the Bylaws or Restrictive Covenants, issue citations and/or levy fines for violations of the Bylaws, Restrictive Covenants.

p. To issue fines, late fees, or place liens for any noncompliance of the Bylaws or Restrictive Covenants.

q. To make emergency repairs.

r. To tow away or otherwise remove any motor vehicle parked, stored, or standing in an unauthorized area, at the expense of the unit owner or occupant.

s. To evict non-unit owner occupants in material violation of the Bylaws or Restrictive Covenants.

t. **Architectural Control:** There shall be no independent architectural control committee. The Board shall serve as such. No structure shall be constructed anywhere on the property without written approval of the Board, and no alteration, amendment, color change, or improvement to existing structures including but not limited to personal security camera's (door bells not included), mounted speakers, additional exterior lighting, after they are complete is authorized without the express written consent of the Board. If design criteria are attached hereto, said design criteria shall govern the individual unit owners and the board.

u. To clean or repair rain gutters at the expense of a unit owner, if the unit owner fails to clean or repair their rain gutters in a reasonable fashion and within the designated time by the Board.

v. To do such other things and acts necessary to accomplish the foregoing and not inconsistent with the law, Bylaws, Restrictive Covenants, or to do anything required by a proper resolution of the Board or Association.

ARTICLE IV OFFICERS

1. **Designation:** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers may also be members of the Board. The same person may hold 2 or more offices.

2. **Election of Officers:** The officers of the Association shall be elected for a period of three (3) years by the Board at the organization meeting of each Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. **Removal of Officers:** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board

may be removed at any time by the affirmative vote of a majority of the Board, and his/her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. President: The President shall be the chief executive officer. He/she shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards. He/she shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He/she shall have all of the general powers and duties, which are usually vested in, or incident to the use of a stock corporation organized under the laws of the State of Utah.

5. Vice President: The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint members of the Board to do so on an interim basis.

6. Secretary: The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him/her for that purpose and shall perform like duties for the Board when required. He/she shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days, The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer: The Treasurer shall have custody of all funds and securities that are into under the control of the Managing Agent, and with the Assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by Board. He/she shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an accounting of all his/her transactions as Treasurer and of the financial condition of the Project.

ARTICLE V FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the 12-month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI
AMENDMENT TO BYLAWS

1. Amendments: These Bylaws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Association, or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a 90-day period.

2. Recording: These Bylaws must be recorded with the Salt Lake County Recorder.

ARTICLE VII
AMENDMENTS TO RESTRICTIVE COVENANTS

1. Amendments: The Restrictive Covenants may not be amended by the Board, and any amendment to the Restrictive Covenants must be made by a super majority of the Association. For purposes of this article, a super majority is a majority of the unit owners in Pine Haven, and not a majority of those voting in any particular meeting. In this particular case, the majority shall constitute at least four (4) units.

2. Local Control: No amendments may be made by the unit owners or the Board unless said amendment is consistent with government city ordinances, and any development agreement with the permitting government authority.

ARTICLE VIII
NOTICE

1. Manner of Notice: All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, electronically, or sent by regular U. S. Mail, postage prepaid (a) if to an owner, at the address of his/her unit and at such other address as the owner may have designated by notice in writing to the Secretary; or (b) if to the Board, at the principal office of the Board or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

2. Waiver of Notice: Whenever any notice is required to be given under the provisions of law or of these Bylaws, a waiver thereof, in writing, signed by the person or person entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX
COMMON AREAS

1. Common Area: The common area in the project consists of all areas not specifically conveyed to unit owners and consists of property set forth in Section 1.5 of the Restrictive Covenants.

2. Assessment Fee: The Board may impose assessment against each unit owner for

maintenance, repair, snow removal, reserves and other expenses associated with the common areas as long as it is owned by the Association. In the event that the common area ever becomes public property or is dedicated to the city or county, the assessments will cease.

3. Access: No individual or unit owner shall have the right to restrict access to the common area, or to park or otherwise place personal property within the common area which prohibits the free and common use of access of the common area for all unit owners.

ARTICLE X RULE MAKING AUTHORITY

1. Rules: In addition to amending these Bylaws, the Board may present for a majority vote a set of rules governing the use of common areas. Said rules shall require a super majority to be enacted.

ARTICLE XI LAND USE AND BUILDING TYPE

1. All units shall be used only for dwelling purposes.
2. No unit shall be used, rented, leased, or otherwise for commercial or business purposes, including but not limited to hair or nail salons, group homes, half-way homes, or recovery facilities.
3. Unit owners shall not lease (long term or short term) their unit to a registered sex offender.
4. All construction on the unit property shall be in accordance with the provisions of these Bylaws, Restrictive Covenants, and governmental zoning ordinances as the same may be amended from time to time.
5. Each unit owner shall allow access to the Association to enter into rear yards to maintain sprinkling systems and to provide lawn care. Unit owners shall not obstruct or restrict this access and shall care for the rear yard in such a way that will not obstruct or restrict the operation and maintenance of the rear yard. If unit owners do not offer this access or care for their rear yard in such a way, the Association may obtain access to and restore the rear yard to a reasonable condition at the expense of the unit owner.

ARTICLE XII NUISANCES AND RELATED MATTERS

1. No noxious, offensive, or illegal activity shall be carried on or upon any unit or common area, nor shall anything be done thereon that may be an annoyance or nuisance to the other unit owners or the project.
2. Unit owners shall promptly remove and dispose of all animal manure from their

respective unit property or common area.

3. Unit owners shall clean and repair their rain gutters in a reasonable manner and within the time designated by the Board.

4. Unit owners shall not park in the designated guest parking stalls for more than three (3) consecutive days unless approved by the Board. Any unit owner vehicle parked in a guest parking stall shall be fined and or towed at unit owners' expense.

5. No illegal drug activities shall be carried on or upon any unit or common area.

ARTICLE XIII VIOLATION OF BYLAWS, RULES, REGULATIONS, OR RESTRICTIONS; PENALTIES

1. Each unit owner shall strictly comply with the provisions of these Bylaws and the Restrictive Covenants. Failure to comply shall be grounds for the Association to issue to the fees, fines, and liens. Failure to comply shall also be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by any unit owner, the Association, or the state or local government.

2. Violation of any of the restrictions of the Bylaws or Restrictive Covenants shall also give the Association the right to issue fines to unit owners and enter upon any portion of the Property where such violation or breach exists, and to summarily abate and remove at the expense of the unit Owner, any erection, thing or condition that may be existing there on contrary to the provisions thereof, without being deemed guilty of trespass.

3. If any unit owner fails to comply with the Bylaws and Restrictive Covenants, including failing to pay a fee owed to the Association, the Board may issue the unit owner a fine as follows: 1st offense \$25.00, 2nd offense \$50, and 3rd offense \$100.00. If the unit owner does not pay the fine within 30 days, the Board may issue the unit owner a \$100.00 late fee in addition to the fine assessed. Any unpaid fee or late fee shall accrue interest at a rate of 10% per annum. The Board may place liens against units for any unpaid amounts from fees, fines or interest. The Unit Owner shall indemnify the Association for all costs and fees, including reasonable attorney fees, in placing, enforcing and collecting unpaid fees, late fees, or liens.

4. The result of every action or omission where any restriction, condition, covenant, or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

ARTICLE XIV

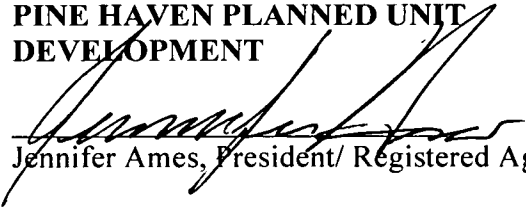
COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Compliance: These Bylaws are set forth in compliance with the requirements of Utah law.
2. Conflict: These Bylaws are subordinate and subject to all provisions of the law. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the law.
3. Severability: If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
4. Waiver: No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce it.
5. Captions: The captions contained in these Bylaws are for convenience only, are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
6. Gender and Grammatical Disclaimers: Whenever in these Bylaws the context so required, the singular number shall refer to the plural and the converse, and the use of any gender shall be deemed to include both masculine and feminine.
7. Liability of Board Members: The members of the Board and the officers of the Association shall not be liable to any member of the Association of any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board, including but not limited to, any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the members of the Association agree to indemnify and hold the members of the Board and officers of the Association harmless from any and all claims arising out of or caused by their voluntary participation as a member of the Board or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.
8. Attorney's Fees and Costs: If an Owner or occupant, their families, guests or invitees shall, at any time, violate the terms, covenants, or conditions of these Bylaws, and the Board shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or occupant shall reimburse the Board for all costs and expenses, including but not limited to, a reasonable attorney's fee, necessitated thereby. To secure payment of any unpaid costs or fees, the Board shall have the right and power to file a lien against the unit owned or occupied, and may proceed to collect the unpaid costs and fees the same as if it were unpaid common area fees. In the event of a breach or anticipated breach by an owner or occupant, their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board shall have, in addition to any other remedies provided bylaw or equity, the right to injunctive relief and damages.

9. Persons Bound: All references herein to an owner, occupant, tenant, renter, lessee, guest or invitee shall be deemed to include their respective executors, administrators, employees, representatives, legatees, distributees, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

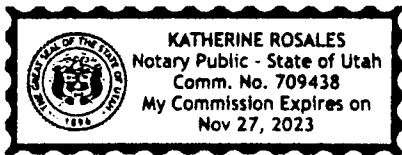
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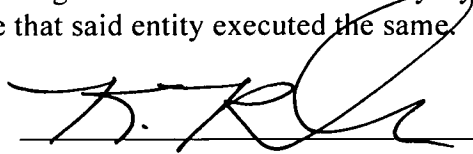
PINE HAVEN PLANNED UNIT DEVELOPMENT


Jennifer Ames, President/ Registered Agent

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 1st day of July, 2022, personally appeared before me Jennifer Ames, who acknowledges that she is the President and Registered Agent of Pine Haven Planned Unit Development, and that the within and foregoing instrument was signed in behalf of said entity by authority, and said Jennifer Ames duly acknowledged to me that said entity executed the same.



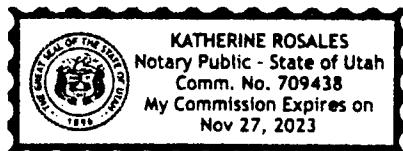

Notary Public

PINE HAVEN PLANNED UNIT DEVELOPMENT


Mike Rinna, Vice President/Secretary

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 1st day of July, 2022, personally appeared before me Mike Rinna, who acknowledges that he is the Vice President and Secretary of Pine Haven Planned Unit Development a member of the Board of Directors, and that the within and foregoing instrument was signed in behalf of said entity by authority, and said Mike Rinna duly acknowledged to me that said entity executed the same.





Notary Public

EXHIBIT A:
REAR YARD MODIFICATION

It is the desire of the Pine Haven Association that each unit owner enjoy their home to its fullest extent. The Association recognizes that modifications to the rear yard area of your home, which is partially maintained by the Association, may be desired. Any unit owners seeking to modify their rear yard must demonstrate to the Association that the modification is compliant with these Bylaws, Restrictive Covenants, and state and local law. Any modification to the rear yard shall not restrict access to the commons areas or the Association's access to the rear yard for the operation and maintenance of sprinkling systems, and for lawn care and other related activities.

Any and all costs associated with the modification will be the sole responsibility of the unit owner making the modification.

Any damage to the rear yard, adjacent properties, or common areas outside of the modification due to construction of the modification will be the sole responsibility of the unit owner making the modification.

All cleanup of rear yard, (i.e. streets, sidewalks, landscaping etc.) due to construction of a modification will be the sole responsibility of the unit owner making the modification.

Any encumbrances, liens, or security instruments from financing associated with the modification will not be allowed on Association property or common area. Such instruments will only be allowed on the Unit Owners owned residence. Under no circumstances will Association property or common area be allowed to be used as security for any modifications.