



AFFIDAVIT

The State of Utah)
) S.S.
County of Utah)

I, Craig J. Young, of Orem City, in Utah County, State of Utah, MAKE OATH AND SAY THAT:

1. IN WITNESS WHEREOF, I, being the President of the AIKEN'S GROVE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, affirm that the motion to add Appendix "E" - RULES, REGULATIONS, AND CLARIFICATIONS to the existing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AIKEN'S GROVE PLANNED RESIDENTIAL DEVELOPMENT, RECORDED 2007 Jan 05, Entry # 2438:2007, passed in the affirmative with eleven (11) of the unit owners voting YES, two (2) requests for votes not being returned, and two (2) unit owners voting no. *Aiken's Grove Planned Residential Development, Plat "B" (Phase II)*

2. The details of the voting is as follows:

Unit #1 - 712 South 65 West - Lee and Kay Pierce - Yes

Unit #2 - 718 South 65 West - Tanya Strait - email request to vote not returned

Unit #3 - 724 South 65 West - Susan Duncan - Yes

Unit #4 - 730 South 65 West - Tim and Linda Threlfall - Yes

Unit #5 - 33 West 720 South - Craig and Shanon Young - Yes

Unit #6 - 27 west 720 South - Lynda Jones - Yes

Unit #7 - 19 West 720 South - Robert Whyte - No

Unit #8 - 15 West 720 South - Irene Carter - email and text request to vote not retruned

Unit #9 - 736 South 65 West - Christine Baxter - Yes

Unit #10 - 740 South 65 West - Dorothy Davis - Yes

Unit #11 - 744 South 65 West - Maretta Leavitt - No

Unit # 12 - 775 South 65 West - Arlan and Donna Greening - Yes

Unit #13 - 767 South 65 West - Maxine Preston - Yes

Unit #14 - 741 South 65 West - Fred and Shauna Russell - Yes


Unit #15 - 736 South 65 West - Roger and Christine Pyne - Yes

STATE OF UTAH

COUNTY OF UTAH

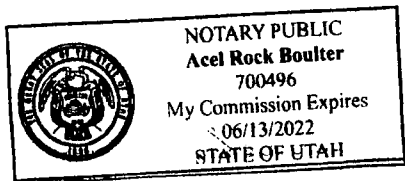
SUBSCRIBED AND SWORN TO BEFORE

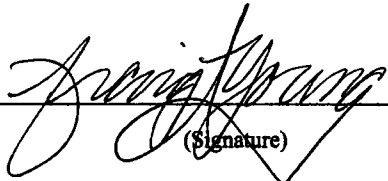
ME, on the 23 day of
Nov, 2021

Signature 
(Seal)

NOTARY PUBLIC

My Commission expires:
6-13-2022




(Signature)

Craig J. Young

EXHIBIT "E"

**RULES, REGULATIONS, AND CLARIFICATIONS
FOR
AIKEN'S GROVE HOMEOWNERS' ASSOCIATION**

THIS LIST OF RULES, REGULATIONS, AND CLARIFICATIONS FOR AIKEN'S GROVE HOMEOWNERS' ASSOCIATION (Association) made and executed this 22nd day of November, 2021 by the current Association members is binding upon all current and future property owners in the Association.

RECITALS

WHEREAS, the property owners in the association have agreed upon rules and regulations as allowed in Article IV, item number 8 in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the development;

WHEREAS, the property owners desire that the agreed upon RULES and REGULATIONS be followed by all members and guests of association members;

WHEREAS, the RULES and REGULATIONS outlined herein do not replace the existing DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS or the BYLAWS of the AIKEN'S GROVE PLANNED RESIDENTIAL DEVELOPMENT except as specifically expressed in these RULES, REGULATIONS, AND CLARIFICATIONS;

WHEREAS, the incorporation of these rules and regulations are being added to from time to time and provided to the County Recorder of Utah County, State of Utah, the date of recording for the BYLAWS and the DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS of the AIKEN'S GROVE PLANNED RESIDENTIAL DEVELOPMENT and any time periods or date calculations related to the date of recording shall be determined by using the recording date of November 16, 2006;

NOW, THEREFORE, the association members hereby add these RULES, REGULATIONS and CLARIFICATIONS as EXHIBIT "E" in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AIKEN'S GROVE PLANNED RESIDENTIAL DEVELOPMENT and agree to follow the RULES and REGULATIONS including CLARIFICATIONS as documented herein.

CLARIFICATIONS

1. EXHIBIT C, BYLAWS, ARTICLE 1 NAME AND LOCATION.
 - 1.1. The principal office of the Association shall be the USPS mailing address of the current President of the Association.
 - 1.2. The current President of the Association shall provide required registration information, including contact information, on the Utah Department of Commerce Homeowner Association Registry web site (<https://secure.utah.gov/hoa/index.html>).
2. WRITTEN NOTICE
 - 2.1. The term "Written Notice" or "Notice" as used in the DECLARATION and BYLAWS shall include generally accepted methods of communication including email and text communications.
 - 2.2. It is the responsibility of each member of the Association to provide their correct email, text, or other method of communication information to the Secretary of the Association.

3. DOCUMENTATION PROVIDED OUTSIDE OF THE ASSOCIATION
 - 3.1. It is the responsibility of the Unit Owner to provide current copies of the BYLAWS and DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS, including these RULES, REGULATIONS AND CLARIFICATIONS to prospective buyers.
 - 3.2. Failure of a prospective buyer to obtain and understand the BYLAWS and DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS, including these RULES, REGULATIONS AND CLARIFICATIONS, does not release the prospective buyer or new owner of their obligation to conform with and abide by the decisions of the Association.
 - 3.3. A reasonable administrative fee may be charged for providing documentation requested by outside parties. The minimum fee for each request will be \$25 (twenty-five dollars).
 - 3.3.1. Funds collected as administrative fees shall be deposited in the Association checking account.
4. VOTING
 - 4.1. Each unit in the development is entitled to one vote.
 - 4.2. References to "majority", "two-thirds", "75%" of the owners" in the DECLARATION and BYLAWS shall mean a minimum of 10 (ten) votes are required to authorize the actions or decisions of the Association including changes or updates to these RULES and REGULATIONS.
 - 4.3. Proxy Voting shall be confirmed in writing. Any motions or decisions that require proxy votes to obtain the majority of 10 (ten) votes shall be sent to each proxy voter with an explanation of the proposed motion or action. Proxy votes must be returned to the Association Secretary within 5 (five) business days from the date the proxy vote request is sent to the proxy voter.
 - 4.4. If a total of 10 (TEN) votes are not obtained via proxy votes within the 5 (five) business day return requirement, the majority of Unit Owners voting in person and proxy votes that have been received within the time period will authorize the action or motion being voted upon.
5. BYLAWS, ARTICLE IV, Section 6.
 - 5.1. Meetings of the Board of Trustees shall be held as needed, but at least twice per calendar year.

RULES AND REGULATIONS

1. ARTICLE VIII, RESTRICTIONS, Item 2 Use of Living Units.
 - 1.1. The rental of a living unit, including "short term" rentals is prohibited except as required by Utah Code 57-8a-209, "Community Association Act".
 - 1.2. The following conditions are exempted from this rental restriction:
 - 1.2.1. a unit owner in the military for the period of the unit owner's deployment;
 - 1.2.2. a unit occupied by the unit owner's parent, child, or sibling;
 - 1.2.3. an employer has relocated the unit owner for a period of two years or less;
 - 1.2.3.1. The unit owner shall provide reasonable proof of relocation
 - 1.2.4. an entity that has a 25% or greater share of ownership in the unit;
 - 1.2.5. a unit that has an existing rental at the time of adopting this rental restriction
 - 1.2.5.1. Exemption 1.2.5 only applies to the unit located at 19 West 720 South
 - 1.2.5.2. This rental exemption for the unit located at 19 West 720 South shall be in force until:
 - 1.2.5.2.1. The unit owner occupies the unit
 - 1.2.5.2.2. Ownership of the unit is transferred
 - 1.2.6. volunteer work in a charitable organization that requires relocating more than 100 miles from the living unit
 - 1.2.6.1. For the purpose of this volunteer work exemption, a charitable organization is an organization recognized as a 501(c) 3 tax-exempt organization

1.2.7. A unit owner who is the last resident of the property and has been admitted to an assisted living or long-term care facility for a period of two years or less

1.3. Unit owner shall mean any person or entity who is the Owner of Record as reflected by records in the office of the County Recorder of Utah County, State of Utah.

2. PARKING

2.1. Parking of vehicles associated with each unit, including unit guests, shall be limited to the driveway of that unit and the street area immediately in front of that unit.

3. COMMON AREAS

3.1. Costs to repair damages to facilities or equipment in Common Areas, including damages caused by guests or visitors of a Unit Owner, shall be the responsibility of the Unit Owner or guests of the Unit Owner that are responsible for the damage.

4. SERVICES PROVIDED BY THE ASSOCIATION

4.1. **LAWN/TURF MAINTENANCE** The Association will provide services for mowing and the application of reasonable lawn treatments for all lawn/turf areas within the development on a regular basis

4.2. **SNOW REMOVAL** The Association will provide services for snow removal from all driveways, sidewalks and private roads within the development when snow accumulation exceeds 1 inch.

4.3. Unit Owners are responsible for the following:

4.3.1. Maintenance of flowers beds, trees, and shrubbery associated with their unit.

4.3.2. Maintenance of the exterior of their unit to maintain a consistent and pleasing appearance of the development.

4.3.3. Operation of sprinkler systems associated with their unit to maintain the health and appearance of landscaping.