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AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
WILLOW RUN HOMEOWNER'S ASSOCIATION
Phases I - V

TABLE OF CONTENTS

AMENDED DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
 WILLOW RUN HOMEOWNER'S ASSOCIATION

ARTICLE I – DEFINITIONS 4

1.1 Amended Declaration 4

1.2 Plat or Map 4

1.3 Properties 4

1.4 Common Area 4

1.5 Limited Common Area 4

1.6 Lot 5

1.7 Home 5

1.8 Owner 5

1.9 Association 5

1.10 Member 5

1.11 Board of Directors 5

1.12 Declarant 5

1.13 Mortgage 5

ARTICLE II – PROPERTY RIGHTS 5

2.1 Title to the Common Area 5

2.2 Owners' Easements of Enjoyment 5

2.3 Limited Common Area 6

2.4 Delegation of Use 6

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS 6

3.1 Membership 6

3.2 Voting Rights 6

ARTICLE IV – FINANCES AND OPERATIONS 6

4.1 Creation of the Lien and Personal Obligation of Assessments 7

4.2 Purpose of Assessments 7

4.3 Basis and Maximum Annual Assessments 7

4.4 Special Assessments for Capital Improvements 7

4.5 Additional Assessments 7

4.6 Notices and Quorum for Any Action Authorized Under Sections 3, 4 and 5 8

4.7 Uniform Rate of Assessment 8

4.8 Date of Commencement of Annual Assessments 8

4.9 Effect of Non-Payment of Assessment – Remedies of the Association 9

4.10 Subordination of the Lien to Mortgages 9

4.11 Exempt Properties 9

4.12 Insurance 9

4.13 Insurance Policy Provisions 10

4.14 Insurance Relate Provisions 11

4.15 Damage or Destruction 11

4.16 Payments by Owners 11

4.17 Condemnation 12

ARTICLE V – PARTY WALLS 12

5.1 General Rules of Law to Apply 12

5.2 Sharing of Repair and Maintenance.....12
5.3 Destruction by Fire or Other Casualty12
5.4 Weatherproofing.....12
5.5 Right to Contribution Runs with Land.....12
5.6 Arbitration.....12

ARTICLE VI – ARCHITECTURAL CONTROL COMMITTEE.....13

ARTICLE VII – EXTERIOR MAINTENANCE.....13

7.1 Exterior Maintenances.....13
7.2 Assessment of Cost.....13
7.3 Access at Reasonable Hours.....13

ARTICLE VIII – USE RESTRICTIONS.....13

8.1 General Use Restrictions.....13
8.2 Signs & Commercial Activity.....13
8.3 Quiet Enjoyment.....14
8.4 Animals.....14
8.5 Use of Common Area.....14
8.6 Parking.....14
8.7 Planting and Gardening.....15
8.8 External Apparatus.....15
8.9 Exterior Television or Other Antennas.....15
8.10 Garbage Removal.....15
8.11 Oil and Mining Operations.....15
8.12 Interior Utilities.....15
8.13 Leases.....15

ARTICLE IX – EASEMENTS.....15

9.1 Encroachments.....15
9.2 Utilities.....16
9.3 Police, Fire and Ambulance Service.....16
9.4 Maintenance by Association.....16
9.5 Other Easements.....16

ARTICLE X – GENERAL PROVISIONS.....16

10.1 Enforcement.....16
10.2 Severability.....16
10.3 Duration.....17
10.4 Amendment.....17
10.5 Notices.....17
10.6 Gender and Grammar.....17
10.7 Waivers.....17
10.8 Topical Headings.....17

ARTICLE XI – ASSIGNMENT OF POWERS.....18

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE WILLOW RUN HOMEOWNER'S ASSOCIATION**

THIS AMENDED Declaration of Covenants, Conditions, and Restrictions is made on the date set forth below.

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of St. George, County of Washington, State of Utah, which is more particularly described below; and

WHEREAS, the properties are subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth; and

WHEREAS, Declarant's (Willow Run Homeowner's Association's) members have held some confusion as to which set of covenants, conditions, and restrictions were in force and whereas multiple new issues have needed to be addressed, Declarant hereby restates, revises, and amends these covenants, conditions, and restrictions for purposes of clarification and for purposes of creating covenants, conditions, and restrictions better suited to fulfill Willow Run Homeowner's Association's needs;

AMENDED DECLARATION

NOW, THEREFORE, Willow Run Homeowner's Association hereby declares that all of the properties described in Exhibit A, attached hereto, shall be held, sold and conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens (a map has been recorded and entitled "Willow Run Resort Phase V", consisting of one sheet, prepared and certified by Lloyd Ried Pope, a Utah Registered Land Surveyor) for the purpose of protecting the value and desirability of these Covenants, Conditions, and Restrictions and shall be construed as covenants of equitable servitude and shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Further, this Amended Declaration shall supersede any and all previous covenants, conditions, and restrictions that have been recorded in connection with said properties.

ARTICLE 1 - DEFINITIONS

- 1.1 Amended Declaration shall mean and refer to this instrument, and any amendments.
- 1.2 Plat or Map shall mean and refer to the subdivision plat recorded herewith captioned "Willow Run Resort Phase V," or any replacements thereof, or additions thereto.
- 1.3 Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Amended Declaration.

1.4 Common Area shall mean and refer to that portion of property owned by Willow Run Homeowner's Association and shown on the plat as dedicated to the common use and enjoyment of the owners.

1.5 Limited Common Area shall mean and refer to that portion of property owned by the Association and shown on the plat as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant, subject to rights of the Association, as herein set forth.

1.6 Lot shall mean and refer to any separately numbered and individually described plot of land shown on the plat, designated for private ownership, and shall exclude the common and limited common areas.

1.7 Home shall mean and refer to a single family dwelling (with or without walls or roofs in common with other single family dwelling lots) and shall include fee title to the real property lying directly beneath said single family dwelling.

1.8 Owner shall mean and refer to the entity, person, or group of persons owning fee simply title to any lot which is within the properties. Regardless of the number of parties participating in ownership of each lot, those parties shall be treated, as a group, as one "owner."

1.9 Association shall mean and refer to Willow Run Homeowner's Association Owners Association, its successors and assigns.

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

1.11 Board of Directors shall mean and refer to the governing body of the Association.

1.12 Declarant shall mean and refer to the Association and its heirs, successors and assigns.

1.13 Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

ARTICLE II – PROPERTY RIGHTS

2.1 Title to the Common Area The Declarant, its successors and assigns, holds fee simple title to the common area and limited common area. The Association is bound by covenant to maintain the common area in good repair and condition at all times and to operate the same at its own expense in accordance with high standards, which covenants shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

2.2 Owner's Easements of Enjoyment Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other membership fees for the use of any recreational facility situated upon the common area. Rules pertaining to the use of any such facilities shall be posted in a conspicuous place. Any substantial breach of said rules, determined solely by the Board of Directors, shall result in an additional fixed membership fee determined and set forth from time to time. Each Member shall

be liable to pay fees incurred by the breaking of the rules by the member or the member's guests, tenants, or invitees.

(b) The right of the Association to limit the number of guests of members using the common area.

(c) The right of the Association to suspend the voting rights of a member for any period during which any assessment against his lot or any membership fee remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations as described above and as published in the Association Rules and Regulations manual as amended from time to time. Said manual (as amended from time to time) is hereby incorporated by reference, provided however that in the event of any conflicting provisions, the provisions in this Amended Declaration shall always prevail.

(d) Sixty-seven percent (67%) of owners have the right of the Association to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility. The granting of easements for public utilities or other public purposes consistent with the intended use of such common area by the Association shall not be deemed a transfer within the meaning of the next preceding clause, and such grants may be made by the Association.

(e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.

(f) The right of each individual lot owner to the exclusive use of the limited common area adjacent and appurtenant to his respective lot, and the right of each owner to exclusive use of the parking area, if any, designated with his lot number on the plat.

(g) The terms and conditions of this Amended Declaration.

2.3 Limited Common Area Ownership of each lot shall entitle the owner thereof to the exclusive use of the limited common area adjacent and appurtenant thereto.

2.4 Delegation of Use Any owner shall be deemed to delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is non-resident shall have any such right of enjoyment.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Every person or entity who is owner of any lot shall be a member of the Association. The term "owner" shall include contract purchasers but shall not include persons or entities who hold an interest merely as security for the performance of an obligation unless and until said holder has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any lot. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity.

3.2 Voting Rights The Association shall have one class of voting membership. All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting, by another co-owner of the same lot. In the event objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE IV – FINANCES AND OPERATIONS

4.1 Creation of the Lien and Personal Obligation of Assessments Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and, (3) fees or fines associated with the breaking of any Rules and Regulations as published and amended from time to time and as described above. The annual and special assessments, together with interest, costs of collection and a reasonable attorney's fee, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection and a reasonable attorney's fee, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personally obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them.

4.2 Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas and of the homes situated upon the properties. The assessments must provide for but are not limited to, the payment of taxes and insurance, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common and limited common areas, the payment of the cost of repairing, of the Association, insurance deductible amounts, and the establishment of a reserve account for repair, maintenance and replacement of those common and limited common areas which must be replaced on a periodic basis, and the assessments may provide, at the discretion of the Board of Directors, for the payment of other charges, including, without limitation, trash collection, sewer and water costs required by or subsequent to this Amended Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

4.3 Basis and Maximum Annual Assessments The maximum annual assessment shall be Two Thousand Six Hundred Dollars (\$2,600.00) per lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) The maximum annual assessment may be increased each year not more the 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) The Board of Directors may, after consideration of current and future needs of the Association, fix the annual assessment at an amount not to exceed the maximum.

(c) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of members, voting in person or by proxy, at a meeting duly called for this purpose.

4.4 Special Assessments for Capital Improvements In addition to the annual assessments authorized by paragraph 4.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of common or limited common area structures, fixtures and personal property related thereto, provided that any such assessment

shall have the assent of sixty seven percent (67%) of the votes of all of the members authorized to vote; in person or by proxy, at a meeting duly called for this purpose.

4.5 Additional Assessments In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of the City of St. George in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

4.6 Notice and Quorum for Any Action Authorized Under Section 3, 4, and 5 Written notice of any meeting of members called for the purpose of taking any action authorized under paragraphs 4.3, 4.4, or 4.5 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (67%) of all membership votes shall constitute a quorum. If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Uniform Rate of Assessment: Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all lots. Both annual and special assessments may be collected on a monthly basis.

4.8 Date of Commencement of Annual Assessments: Duties of Board of Directors: Due Dates: Adjustment of Assessments in Certain Cases The annual assessment provided for herein shall commence to accrue on the date fixed by the Board of Directors of the Association to be the date of commencement.

At least thirty (30) days prior to the commencement of each new assessment period, the Board of Directors shall send or cause to be sent a written notice of the annual assessment to each owner subject thereto. Receipt of notice shall not be pre-requisite to validity of the assessment.

Payment due dates for assessments shall be established by the Board of Directors, upon which dates the assessments for any year shall become due and payable; provided, that the Board of Directors may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The due date of any special assessments authorized herein shall be fixed by the Board of Directors, subject to the same notice and payment requirements pertaining to annual assessments.

The Board of Directors shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer or some other officer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Any owner is entitled to reasonable access to any relevant portions of records held by the Association that document any defaults in the performance of any duties imposed under this

Amended Declaration) that have not been cured by a defaulting owner within the preceding sixty (60) days.

4.9 Effect of Non-Payment of Assessment – Remedies of the Association Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such different rate as the Board of Directors shall determine appropriate) until paid.

The Association may bring an action at law against the owner personally obligated to pay any such delinquent assessment (without waiving the lien of assessment) or may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, or may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, sale or foreclosure, and a reasonable attorney's fee, collection costs (including attorney's fees) together with an account for the reasonable rental value for the lot from the time of commencement of the foreclosure and the Association shall be entitled to the appointment of a receiver to collect rent without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise and under which the lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Board of Directors for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot.

As stated in 2.2c above, members may have their voting rights suspended during any period an assessment or fee is delinquent, plus an additional 60 days if the Board of Directors, in their sole discretion, feel that the delinquency merits such an action.

4.10 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot or owner from liability for assessments thereafter becoming due or from the lien thereof.

4.11 Exempt Properties The following property subject to this Amended Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) Any properties dedicated and accepted by the local public authority and devoted to public use;
 - (b) All common and limited common areas;
- However, no land or improvement devoted to dwelling use shall be exempt from said assessment, charge, and lien.

4.12 Insurance The Board of Directors of the Association, or their duly authorized agents, shall obtain and continue in effect:

- (a) Property damage insurance, in one of the following alternate forms:
 - (i) a policy of property insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the common area, limited common area, and improvements thereon.

The Association shall also require each owner to obtain a similar policy of insurance covering full replacement value (exclusive of land, foundation, excavation and other like items) of his lot and improvements thereon with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with a provision that the policy may not be cancelled upon less than thirty (30) days written notice to the Association;

or

(ii) In the alternative to the obtaining of insurance specified previously in subparagraph (i) the Association may obtain a "master" or "blanket" policy of insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the lots, common area, limited common areas and improvements thereon, with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with a provision that the policy may not be cancelled upon less than thirty (30) days written notice to the Association.

Insurance procured under this subparagraph (a) shall (1) include an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement, (2) include construction code endorsement, providing that coverage shall be extended to the cost of construction, if any, required by reason of code provisions requiring changes to undamaged portions of partially demolished premises be made in accordance with current building codes and (3) afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and such other risks as are customarily covered in similar projects. The maximum deductible shall be \$10,000.00 or 1% of the policy amount whichever is lesser, except in case of coverage related to individual units in which case the deductible shall be the \$1,000.00 or 1% of the policy amount, whichever is lesser.

(b) a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal and legal liability that results from employment contracts to which the Association is a party. Such liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

(c) fidelity coverage against dishonest acts on the part of managers, Board of Directors, officers, employees, volunteers management agents or others responsible for handling funds held and collected for the benefit of the owners or members. Said fidelity insurance shall (1) name the Association as obligee or beneficiary, and (2) be written in an amount not less than the sum of (i) three months operating expenses and (ii) the maximum reserves of the Association that may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

4.13 Insurance Policy Provisions Any insurance obtained by the Association shall provide that:

(a) the named insured under any such policies shall be the Association, "for the use and benefit of the lot owners" and shall have standard Mortgagee clauses;

(b) insurance coverage may not be brought into contribution with insurance purchased by the lot owners of their Mortgagees;

(c) coverage must not be prejudiced by (i) any act or neglect of the lot owners when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(d) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association;

(e) the insurer shall waive subrogation as to any and all claims against the Association, the owner of any lots and/or their respective agents, employees or tenants, or invalidity arising from the acts of the insured.

(f) the insurer shall waive any defenses based on co-insurance (i.e., the insurance shall be primary, even if a lot owner has other insurance that covers the same loss); and

(g) any provisions that the carrier may elect to restore damage in lieu of a cash settlement shall not be exercisable without the prior written approval of the Association or when in conflict with any requirement of law.

4.14 Insurance Related Provisions Premiums for insurance obtained by the Board of Directors pursuant to these sections shall be a common expense of the Association and shall be collectable from members of the Association as part of the annual assessments.

Each owner shall insure his own personal property and may insure his real property for his own benefit.

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirement for planned unit development projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or owner of a lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

Any owner who has made written request including the owner's name and address, and the lot number of the unit it has a mortgage on shall be entitled to receive written notice of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

4.15 Damage or Destruction In the event of damage or destruction by fire or other casualty to any portion of the properties covered by insurance written in the name of the Association, the Board of Directors are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements, the Association being appointed attorney-in-fact of each owner for this purpose. The Association shall, with concurrence of the owners of affected homes, if any, upon receipt of the insurance proceeds, contract to rebuild restore, or repair such damaged or destroyed portions of the properties to their former condition. Unless at least sixty-seven percent (67%) of the owners have given their prior written approval the Association shall not be entitled to use insurance proceeds for other than the repair, replacement or reconstruction of the damaged or destroyed property.

In the event the insurance proceeds are insufficient to pay all the costs of repairing, restoring or rebuilding the Board of Directors shall be empowered to levy a special assessment against all owners to make up any deficiency for repair of homes or limited common area, and the Board of Directors shall further be empowered to levy a special assessment against all owners to make up any deficiency for repair or rebuilding of the common area or limited common area.

4.16 Payments by Owners Owners of lots may jointly or singly pay tax or other charges that are in default and that have or may become a charge against any common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such common property. Owners making such payments shall be owed immediate reimbursement from the Association.

4.17 Condemnation Any owner who has made written request including the owner's name and address, and the lot number of the unit it has a mortgage on shall be entitled to receive a written notice of condemnation action that affects a material portion of the common properties, or a material portion of the unit securing its mortgage. In any proceedings, negotiations, or settlements for condemnation of all or part of the properties, the Association shall be the agent of the owners and is hereby appointed their attorney-in-fact for such purpose. Any proceeds shall be payable to the Association for the benefit of the owners and their mortgagees, as their interests may appear. In the event the Association is required to interplead such funds, it shall be entitled to reasonable attorney's fees and collection costs (including attorney's fees) incurred in such action.

ARTICLE V – PARTY WALLS

5.1 General Rules of Law to Apply Any wall that is built as a part of the original construction upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.2 Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

5.3 Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

5.4 Weatherproofing Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

5.5 Right to Contribution Runs with Land The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors-in-title.

5.6 Arbitration In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request to do so, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors. In the event said Board of Directors, or their designated committee fail 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 compliance with article will be deemed to have been made.

Notwithstanding the foregoing, without the prior written approval of at least sixty-seven percent (67%) of the owners, neither the Association nor the Architectural Control Committee shall, by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of lots, the maintenance of the common and limited common areas, including walls, fences, driveways, lawns and plantings.

ARTICLE VII - EXTERIOR MAINTENANCE

7.1 Exterior Maintenances In addition to maintenance upon the common area and limited common area, the Association shall provide exterior maintenance upon each lot, including but not limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, street signs, lights, mailboxes, trees, shrubs, grass, walks, driveways and other exterior improvements. Notwithstanding the foregoing, each owner shall be solely responsible for maintenance to glass, doors and screens on his lot.

7.2 Assessment of Cost The cost of such exterior maintenance shall be a common expense and shall be added to and become part of the annual assessment under Article IV above.

7.3 Access at Reasonable Hours For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

ARTICLE VIII - USE RESTRICTIONS

8.1 General Use Restrictions All of the properties which are subject to this Amended Declaration of covenants, conditions and restrictions are hereby restricted to residential dwellings, buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected on the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any lot. No building or structure of a temporary character, basement, tent, trailer, camper, shack, garage, barn or other outbuilding shall be placed or used on any lot at any time except as provided in paragraph 8.6 below.

8.2 Signs & Commercial Activity Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any lot or any portion of the properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the properties. This provision shall be strictly enforced and any violation whatsoever shall result in a fee determined by the Board of Directors from time to time. Said fee may be published in the Association Rules and Regulations manual as amended from time to time.

8.3 Quiet Enjoyment No noxious or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance. This shall include parking provisions outlined below.

8.4 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats or other household pets, two or less in total number, may be kept on each lot provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to lot owners. All pets must be kept in the lots or on a leash when in the common areas.

8.5 Use of Common Area Except for the rights of ingress and egress, owners are hereby prohibited and restricted from using any of said common area, other than as permitted in this Amended Declaration of covenants or as may be allowed by the Board of Directors of the Association. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all owners of lots in the properties and is necessary for the protection of the interests of all said owners in and to the common area.

8.6 Parking Parking spaces within the properties shall be used for parking of motor vehicles actually used by the owner of his immediate family for personal use and not for commercial use (including campers or other vehicles used for commercial purposes by any owner). No motor vehicle which is inoperable shall be placed in any parking areas (including an owner's driveway and the private streets), and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense. Such expense of removal shall be secured by the lien for assessment obligations previously provided. If parking spaces are designated on the plat with numbers corresponding to Lot numbers, each such space is for the exclusive use of the lot owner. Common/visitor parking areas (not designated on the plat with Lot numbers) may be assigned as vehicle parking spaces for each lot for an annual fee. Recreational vehicles, boats, travel trailers, and similar property may not be parked in common/visitor parking areas, and unless permitted by rule of the Association, may not be parked in parking areas designated on the plat for exclusive use.

Common/visitor parking spaces may be reserved and assigned to visitors for a weekly fee determined by the Board of Directors from time to time. Any overnight, unauthorized (not reserved or assigned) parking occurring in any parking space or on any private road shall be subject to a fine as the Board of Directors may determine from time to time. Multiple or ongoing infractions of any nature in this paragraph 8.6 may be subject to increased fines and penalties. Any street parking shall be limited to responsible loading and/or unloading activities.

No building or structure described in paragraph 8.1 shall be placed or used in any parking space without the prior approval of the Board of Directors or management. Violation of

this paragraph 8.1 shall incur a fee determined by the Board of Directors from time to time. Repeat offenders may be subject to increased fees and penalties.

8.7 Planting and Gardening No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon, or as approved by the Board of Directors or as maintained by contract.

8.8 External Apparatus No lot owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any part thereof, or on the outside of windows or doors, without the prior written consent of the Board of Directors.

8.9 Exterior Television or Other Antennas No exterior radio or other antennas, except one television antenna that shall not exceed four feet in height, per lot, shall be placed, allowed or maintained upon any lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval and the authorization of the Board of Directors.

8.10 Garbage Removal All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

8.11 Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the properties of any lot. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any lot.

8.12 Interior Utilities All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist that will adversely affect the other lots or owners.

8.13 Leases Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Nothing within this paragraph 8.13 shall be construed to limit or release any member from liability arising from any breach of any member's tenants or lessees.

ARTICLE IX - EASEMENTS

9.1 Encroachments Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing lots is partially or totally destroyed, and then rebuilt, the owners of the lots so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 Utilities There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, limited to water, sewers, gas, telephone and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties except as initially programmed and approved by the Declarant or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the common areas of the properties shall be maintained by the Association.

9.3 Police, Fire and Ambulance Service An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons to enter upon the streets and common and limited common area in the performance of their duties.

9.4 Maintenance by Association An easement is hereby granted to the Association, its officers, agents, employees, and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

9.5 Other Easements The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE X - GENERAL PROVISIONS

10.1 Enforcement The Association, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney's fee if said party has been found to be noncompliant with such a provision.

10.2 Severability All of said conditions, covenants, and reservations contained in this Amended Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and

phrase of this Amended Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

10.3 Duration The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Amended Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

10.4 Amendment The covenants, conditions and restrictions of this Amended Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the owners. Prior to making any material amendment thirty (30) days written notice must be given to all holders of liens of first priority, setting forth the nature of the amendment and the date of the members' meeting to vote thereon.

Any amendment of this Amended Declaration affecting the following shall not be effective without consent of at least fifty-one percent (51%) of the owners: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common areas; responsibility for maintenance and repairs, reallocation of interests in the common or limited common areas, or rights to their use; boundaries of any lot; conversion of lots into common areas or vice versa; expansion or contraction of the properties, or the addition, annexation or withdrawal of property to or from the properties; insurance or fidelity bonds; leasing of homes; imposition of any restrictions on an owner's right to sell or transfer his or her unit; a decision by the Association to establish self management when professional management had been required previously by the owners; restoration or repair of the properties (after a hazard damage or partial condemnation) in a manner other than that specified in this Amended Declaration; any action to terminate the legal status of the properties after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. When owners are considering termination of the legal status of the Association for reasons other than substantial destruction or condemnation of the properties, the consent of at least sixty-seven percent (67%) of the owners must be obtained.

Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

10.5 Notices Any notice required to be sent under the provisions of this Amended Declaration shall be deemed to have been properly sent when deposited in the U. S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

10.6 Gender and Grammar The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.7 Waivers No provision contained in this Amended Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

10.8 Topical Headings The topical headings contained in this Amended Declaration are for convenience only and do not define, limit, or construe the contents of this Amended Declaration.

ARTICLE XI - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

In accordance with the previous and binding covenants, conditions, and restrictions recorded with respect to the Association, the following members hereby sign their consent for this Amended Declaration to be recorded in the County Recorder's Office and to be legally binding upon them and all of their heirs and/or assigns:

#209	Sue Ann Hill	Oct 14, 06	Errol Ross	#58
	Print Name:	Date:	Print Name:	Date:
#47	Brian Carter	10/14/06	Ken Sundwall	10-14
	Print Name:	Date:	Print Name:	Date:
#14	Mark Nelson	10/14/06	Errol Ross	#57
	Print Name:	Date:	Print Name:	Date:
#45	Thomas L. Curtis	10/19/06	Ken Sundwall	12-14
	Print Name:	Date:	Print Name:	Date:
#3	Marianne Orr	10/14/06	Heidi Thomas	10-14
	Print Name:	Date:	Print Name:	Date:
#38	Marie Koehnig	10/14/06	Dan Palmer	10/14/06 #15
	Print Name:	Date:	Print Name:	Date:
#38	Thomas J. Judd	10/14/06	Dick Winterton	10-14-06 #50
	Print Name:	Date:	Print Name:	Date:
#34	FRED Cortese		Dick Winterton proxy for	10-14-06 #36
	Print Name:	Date:	Print Name:	Date:
	John R. Clyde	10-14-06	Jene Page	#40
	Print Name:	Date:	Print Name:	Date:
#37	John R. Clyde	14 OCT, 06	by Ethel Jansen	10-14-06 #46
	Print Name:	Date:	Print Name:	Date:
#62	Richard Sison	14 Oct. 06	Olivia Young	#5109
	Print Name:	Date:	Print Name:	Date:
#7	Denise Bean	10-14-06	by Ethel Jansen	12-14-06 #39
	Print Name:	Date:	Print Name:	Date:
#502	Michael M. Andersen	10-14-06	Kim D. Sorenson	#39
	Print Name:	Date:	Print Name:	Date:
#56	Ken Sundwall	10-14	Ethel Jansen	10-14-06 #61
	Print Name:	Date:	Print Name:	Date:
	Ken Sundwall	10-14	Enoch A. Sudlow	10-14-06 #A107
	Print Name:	Date:	Print Name:	Date:

# 51	Joyce Atkin	10-14-06	MAURICE HINSON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HINSON	Date:
# 60	Lois B. Passey	10-14-06	Wm [Signature]	10-14-06 #18
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06 #18
# 41	Michael C. Strickland	10-14-06	GENE ORTON	10-14-06 #511
	Print Name: Michael C. Strickland	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06 #511
# 35	David W. Bailey	10-14-06	Wm [Signature]	10-14-06 # A204
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06 # A204
# 506	Jackie Huish	10-14-06	Russell Westphal	#A101
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Russell Westphal	Date: #A101
# 24	Carl Baldwin	10-14-06	Russell Westphal	#A201
	Print Name: Carl Baldwin	Date: 10-14-06	Print Name: Russell Westphal	Date: #A201
# 34	William G. West	10-14-06	Russell Westphal	10-14-06
	Print Name: William G. West	Date: 10-14-06	Print Name: Russell Westphal	Date: 10-14-06
# A102	Skirley Read	10-14-06	MERLE E. COLE	11-14-06 A109
	Print Name: Skirley Read	Date: 10-14-06	Print Name: MERLE E. COLE	Date: 11-14-06 A109
# 33	Joan B. Neilson	10-14-06	Merle Cole	Proxy #53
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: Merle Cole	Date: Proxy #53
# 41	David H. Ogden	10-14-06	Brian Carter	
	Print Name: David H. Ogden	Date: 10-14-06	Print Name: Brian Carter	Date:
# 11	Robert Forsberg	10/14/06	Brian Carter	
	Print Name: Robert Forsberg	Date: 10/14/06	Print Name: Brian Carter	Date:
# 42	[Signature] (proxy)			
	Print Name: [Signature] (proxy)	Date:	Print Name:	Date:
# 31	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
# 22	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
# 64	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
# 8	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
A204	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:

# 51	Joyce Atkin Joyce Atkin	10-14-06	MAURICE ANDERSON	
# 60	Louis B. Passey LOUIS B. PASSEY	10-14-06		10-14-06 #18
# 41	Michael C. Strickland MICHAEL C. STRICKLAND	10-14-06	GENE ORTON PROXY #117	10-14-06 #111
# 35	David W. Bailey DAVID W. BAILEY	10-14-06	Wanda Reeve Wanda Reeve	10-14-06 # A204
# S206	Jackie Huish Jackie Huish	10-14-06	Pasnell Westphal Pasnell Westphal	#A101
# 34	William G. West WILLIAM G. WEST	10-14-06	Darin Reeve Darin Reeve	11/10/06 #J205
# A102	Skirley Reed SKIRLEY REED	10-14-06	Listie Reeve LISTIE REEVE	11-10-06
# 33	Joan B. Neilson JOAN B. NEILSON	10-14-06		
# 41	David H. Ogden DAVID H. OGDEN	10-14-06		
# 11	Robert Forsberg ROBERT FORSBERG	10/14/06		
# 42	Maria E. Cole (proxy)			
# 31	Maria E. Cole			
# 22	Maria E. Cole (proxy) #22			
# 61	Maria E. Cole (proxy) #61			
# 8	Maria E. Cole (proxy) #8			
A204	Maria E. Cole (proxy) A204			

# 59	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE HINTON Print Name: MAURICE HINTON Date: 10-14-06 #18
# 60	Louis B. Passey Print Name: LOUIS B. PASSEY Date: 10-14-06	Gene Orton Print Name: GENE ORTON Date: 10-14-06 #5111
# 41	Michael L. Strickland Print Name: MICHAEL L. STRICKLAND Date: 10-14-06	Earl Reed Print Name: EARL REED Date: 10-14-06 # A204
# 35	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	W. Westphal Print Name: W. Westphal Date: 10-14-06 #A101
# 500	Jackie Hursh Print Name: Jackie Hursh Date: 10-14-06	Jesse Thompson Print Name: Jesse Thompson Date: 11-9-06 A209
# 34	Carl Redden Print Name: Carl Redden Date: 10-14-06	Paul Westphal Print Name: Paul Westphal Date: 10-14-06 #A201
# 34	William G. West Print Name: William G. West Date: 10-14-06	Paul Westphal Print Name: Paul Westphal Date: 10-14-06
# A102	Skirley Read Print Name: Skirley Read Date: 10-14-06	
# 33	Joan B. Nelson Print Name: Joan B. Nelson Date: 10-14-06	
# A1	David Stettin Print Name: David Stettin Date: 10-14-06	
# 11	Robert Forsberg Print Name: Robert Forsberg Date: 10/14/06	
# 42	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	
# 31	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	
# 22	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	
# 64	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	
# 8	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	
A206	MARLE E. COLE Print Name: MARLE E. COLE Date: 10-14-06	

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#65

Brad Wilson

11-6-06

Print Name: Brad Wilson	Date: 11-6-06	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:

# 51	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HUNTON	
# 60	LOIS B. PASSEY LOIS B. PASSEY	10-14-06		10-14-06 #18
# 41	MICHAEL L. STRONG MICHAEL L. STRONG	10-14-06	GENE OZTON PROXIE #11	10-14-06 #511
# 35	DAVID W. BRIDLEY DAVID W. BRIDLEY	10-14-06	WILLIAM STUBBS A204	10-14-06 # A204
# S 306	JACKIE HURSH JACKIE HURSH	10-14-06	PASKELL WESTPHAL PASKELL WESTPHAL	#A101
# 64	CAROL B. BROWN CAROL B. BROWN	10-14-06	PASKELL WESTPHAL MARGARET BOURNE	#A201 11/4/00 #J201
# 34	WILLIAM G. WEST WILLIAM G. WEST	10-14-06	WILLIAM G. WEST	
# A 102	SHIRLEY READ SHIRLEY READ	10-14-06		
# 33	JOAN B. NEILSON JOAN B. NEILSON	10-14-06		
# 41	DAVID W. BRIDLEY DAVID W. BRIDLEY	10-14-06		
# 11	ROBERT FORSBY ROBERT FORSBY	10/14/06		
# 42	MERLE E. COLE MERLE E. COLE			
# 31	MERLE E. COLE MERLE E. COLE			
# 22	MERLE E. COLE MERLE E. COLE			
# 61	MERLE E. COLE MERLE E. COLE			
# 8	MERLE E. COLE MERLE E. COLE			
A204	MERLE E. COLE MERLE E. COLE			

#59	Joyce Atkin	10-14-06	MAURICE HANSON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANSON	Date:
#60	Lois B. Passey	10-14-06	Wm [Signature]	10-14-06 #18
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06 #18
#41	Michael L. Strass	10-14-06	GENE ORTON	10-14-06 #311
	Print Name: Michael L. Strass	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06 #311
#35	David W. Bailey	10-14-06	Wm [Signature]	10-14-06 # A204
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06 # A204
#306	Jackie Huish	10-14-06	Rosnell Westphal	#A101
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Rosnell Westphal	Date: #A101
#34	William G. West	10-14-06	Rosnell Westphal	#A201
	Print Name: William G. West	Date: 10-14-06	Print Name: Rosnell Westphal	Date: #A201
#A102	Skirley Read	10-14-06	Stewart Park	#5
	Print Name: Skirley Read	Date: 10-14-06	Print Name: Stewart Park	Date: 11/8/06 #5
#33	Joan B. Neilson	10-14-06		
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:
#41	David [Signature]	10-14-06		
	Print Name: David [Signature]	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
#42	[Signature] (proxy)			
	Print Name: [Signature] (proxy)	Date:	Print Name:	Date:
#31	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#22	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#64	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#8	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
A206	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:

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Joyce Atkin

#51	Joyce Atkin	10-14-06
	Print Name: Joyce Atkin	Date: 10-14-06
#60	Lois B. Passey	10-14-06
	Print Name: Lois B. Passey	Date: 10-14-06
#41	Michael C. Strauss	10-14-06
	Print Name: Michael C. Strauss	Date: 10-14-06
#35	David W. Bailey	10-14-06
	Print Name: David W. Bailey	Date: 10-14-06
#306	Jackie Hursh	10-14-06
	Print Name: Jackie Hursh	Date: 10-14-06
#29	Carl Bader	10-14-06
	Print Name: Carl Bader	Date: 10-14-06
#34	William G. West	10-14-06
	Print Name: William G. West	Date: 10-14-06
#A102	Skirley Read	10-14-06
	Print Name: Skirley Read	Date: 10-14-06
#33	Joan B. Neilson	10-14-06
	Print Name: Joan B. Neilson	Date: 10-14-06
#41	David Stottle	10-14-06
	Print Name: David Stottle	Date: 10-14-06
#11	Robert Forsberg	10-14-06
	Print Name: Robert Forsberg	Date: 10-14-06
#42	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
#31	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
#22	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
#64	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
#8	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
A206	Merle E. Cole	
	Print Name: Merle E. Cole	Date:

Maurice Horton	
Print Name: Maurice Horton	Date: 10-14-06 #18
Gene Orton	
Print Name: Gene Orton	Date: 10-14-06 #511
Earle Reed	
Print Name: Earle Reed	Date: 10-14-06 #A206
Rosell Westphal	
Print Name: Rosell Westphal	Date: 10-14-06 #A101
Rosell Westphal	
Print Name: Rosell Westphal	Date: 10-14-06 #A201
Rosell Westphal	
Print Name: Rosell Westphal	Date: 10-14-06
Ricky Johnson	
Print Name: Ricky Johnson	Date: 11-3-06 J-204

#51	Joyce Atkin	10-14-06	MAURICE HIXON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HIXON	Date: 10-14-06 #18
#60	Lois B. Passey	10-14-06	Gene Orton	10-14-06 #11
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06 #11
#4*	Michael C. Straus	10-14-06	EARE REE	10-14-06 #A204
	Print Name: Michael C. Straus	Date: 10-14-06	Print Name: EARE REE	Date: 10-14-06 #A204
#35	David W. Bailey	10-14-06	Russell Westphal	10-14-06 #A101
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Russell Westphal	Date: 10-14-06 #A101
#5306	Jackie Hursh	10-14-06	Russell Westphal	10-14-06 #A201
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: Russell Westphal	Date: 10-14-06 #A201
#34	William G. West	10-14-06	Dorice Hone	11/03/06 J103
	Print Name: William G. West	Date: 10-14-06	Print Name: Dorice Hone	Date: 11/03/06 J103
#A102	Shirley Read	10-14-06		
	Print Name: Shirley Read	Date: 10-14-06	Print Name:	Date:
#33	Joan B. Neilson	10-14-06		
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:
#41	David H. Dyer	10-14-06		
	Print Name: David H. Dyer	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
#42	Merle E. Cole (proxy)			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#31	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#22	Merle E. Cole (proxy #22)			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#64	Merle E. Cole (proxy #64)			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#8	Merle E. Cole (proxy #8)			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
A204	Merle E. Cole (proxy A204)			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:

#59	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HUNTON	
#60	Lois B. Passey Lois B. Passey	10-14-06	Gene Orton Gene Orton	10-14-06 #18
#4x	Michael L. Strickland Michael L. Strickland	10-14-06	Gene Orton Gene Orton	10-14-06 #5111
#35	David W. Bentley David W. Bentley	10-14-06	Gene Orton Gene Orton	10-14-06 #A304
#306	Jackie Huish Jackie Huish	10-14-06	Roswell Westphal Roswell Westphal	10-14-06 #A101
#64	William G. West William G. West	10-14-06	Roswell Westphal Roswell Westphal	10-14-06 #A201
#34	Shirley Read Shirley Read	10-14-06	Richard Nygaard Richard Nygaard	10-31-06 #A104
#A102	Joan B. Neilson Joan B. Neilson	10-14-06		
#33	Stella Muesment Stella Muesment	10-14-06		
#41	Robert Forsberg Robert Forsberg	10-14-06		
#11	Merle E. Cole Merle E. Cole	10-14-06		
#42	Merle E. Cole Merle E. Cole	10-14-06		
#31	Merle E. Cole Merle E. Cole	10-14-06		
#22	Merle E. Cole Merle E. Cole	10-14-06		
#64	Merle E. Cole Merle E. Cole	10-14-06		
#8	Merle E. Cole Merle E. Cole	10-14-06		
A206	Merle E. Cole Merle E. Cole	10-14-06		

#59	Joyce Atkin	10-14-06	MAURICE HINTON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HINTON	Date:
#60	Lois B. Passey	10-14-06	Wm [Signature] #18	10-14-06 #18
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Wm [Signature] #18	Date: 10-14-06 #18
#4x	Michael C. Strass	10-14-06	GENE OXTON	10-14-06 #J111
	Print Name: Michael C. Strass	Date: 10-14-06	Print Name: GENE OXTON	Date: 10-14-06 #J111
#35	David W. Bailey	10-14-06	EARE REE	10-14-06 #A204
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: EARE REE	Date: 10-14-06 #A204
#306	Jackie Hursh	10-14-06	Rosell Westphal	#A101
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: Rosell Westphal	Date: #A101
#29	Carl [Signature]	10-14-06	Rosell Westphal	#A201
	Print Name: Carl [Signature]	Date: 10-14-06	Print Name: Rosell Westphal	Date: #A201
#34	William G. [Signature]	10-14-06	Rosell Westphal	10-14-06
	Print Name: William G. [Signature]	Date: 10-14-06	Print Name: Rosell Westphal	Date: 10-14-06
#A102	Skirley Reed	10-14-06	Reed Elements	#J-110
	Print Name: Skirley Reed	Date: 10-14-06	Print Name: Reed Elements	Date: #J-110
#33	Joan B. Neilson	10-14-06	Reed Elements	10-30-06
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: Reed Elements	Date: 10-30-06
#41	David [Signature]	10-14-06		
	Print Name: David [Signature]	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10/14/06		
	Print Name: Robert Forsberg	Date: 10/14/06	Print Name:	Date:
#42	[Signature] (proxy)			
	Print Name: [Signature] (proxy)	Date:	Print Name:	Date:
#31	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#22	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#64	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
#8	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:
A204	MERLE E. COLE			
	Print Name: MERLE E. COLE	Date:	Print Name:	Date:

# 59	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HUNTON	
# 60	Lois B. Passey Lois B. Passey	10-14-06	Gene Oxton Gene Oxton	10-14-06 #18
# 41	Michael L. Strass Michael L. Strass	10-14-06	Gene Oxton Gene Oxton	10-14-06 #511
# 35	David W. Bailey David W. Bailey	10-14-06	Gene Oxton Gene Oxton	10-14-06 #A204
# 306	Jackie Huish Jackie Huish	10-14-06	Rosell Westphal Rosell Westphal	#A101
# 64	William G. West William G. West	10-14-06	Rosell Westphal Rosell Westphal	#A201
# 34	Shirley Read Shirley Read	10-14-06	Larna Harrison Larna Harrison	A105 10-30-06
#A102	Joan B. Neilson Joan B. Neilson	10-14-06		
# 33	Stella Muesment Stella Muesment	10-14-06		
#A1	Robert Forsberg Robert Forsberg	10-14-06		
# 11	Merle E. Cole Merle E. Cole	10-14-06		
# 42	Merle E. Cole Merle E. Cole	10-14-06		
# 31	Merle E. Cole Merle E. Cole	10-14-06		
# 22	Merle E. Cole Merle E. Cole	10-14-06		
# 64	Merle E. Cole Merle E. Cole	10-14-06		
# 8	Merle E. Cole Merle E. Cole	10-14-06		
A204	Merle E. Cole Merle E. Cole	10-14-06		

# 59	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HIXON	
# 60	Lois B. Passey Lois B. Passey	10-14-06	Gene Oxton Gene Oxton	10-14-06 #18
# 4x	Michael L. Straus Michael L. Straus	10-14-06	Gene Oxton Gene Oxton	10-14-06 #511
# 35	David W. Bailey David W. Bailey	10-14-06	Erbe Reef Erbe Reef	10-14-06 # A304
# 306	Jackie Hursh Jackie Hursh	10-14-06	Rosnell Westphal Rosnell Westphal	#A101
# 29	Carol Badway Carol Badway	10-14-06	Rosnell Westphal Rosnell Westphal	#A201
# 34	William G. West William G. West	10-14-06	Rosnell Westphal Rosnell Westphal	10-14-06
# A102	Skirley Read Skirley Read	10-14-06	Deanna Fox Deanna Fox	10-30-06 J208
# 33	Joan B. Neilson Joan B. Neilson	10-14-06		
# 41	David Stetler David Stetler	10-14-06		
# 11	Robert Forsberg Robert Forsberg	10/14/06		
# 42	MARLEE COLE (proxy)			
# 31	MARLEE COLE Marle Cole			
# 22	MARLEE COLE Marle Cole Proxy #22			
# 64	MARLEE COLE Marle Cole Proxy #64			
# 8	MARLEE COLE Marle Cole Proxy #8			
A206	MARLEE COLE Marle Cole Proxy A206			

#59	Joyce Atkin	10-14-06	MAURICE HANSON		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANSON		
#60	Lois B. Passey	10-14-06	Wm [Signature]	10-14-06 #18	
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06	#18
#41	Michael L. Strass	10-14-06	GENE ORTON	10-14-06 #511	
	Print Name: Michael L. Strass	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06	#511
#35	David W. Bailey	10-14-06	Wm [Signature]	10-14-06 #A204	
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Wm [Signature]	Date: 10-14-06	#A204
#5206	Jackie Huish	10-14-06	Roswell Westphal	10-14-06 #A101	
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Roswell Westphal	Date: 10-14-06	#A101
#34	William G. West	10-14-06	Roswell Westphal	10-14-06 #A201	
	Print Name: William G. West	Date: 10-14-06	Print Name: Roswell Westphal	Date: 10-14-06	#A201
#A102	Shirley Read	10-14-06	Roswell Westphal	10-14-06	
	Print Name: Shirley Read	Date: 10-14-06	Print Name: Roswell Westphal	Date: 10-14-06	
#33	Doan B. Neilson	10-14-06	Joyce Thompson	10-30-06 #26	
	Print Name: Doan B. Neilson	Date: 10-14-06	Print Name: Joyce Thompson	Date: 10-30-06	#26
#41	David Blodgett	10-14-06			
	Print Name: David Blodgett	Date: 10-14-06			
#11	Robert Forsberg	10-14-06			
	Print Name: Robert Forsberg	Date: 10-14-06			
#42	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			
#31	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			
#22	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			
#64	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			
#8	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			
A206	MARIE E. COLE				
	Print Name: MARIE E. COLE	Date:			

#51	Joyce Atkin	10-14-06	Maurice Horton	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: Maurice Horton	Date: 10-14-06 #18
#60	Lois B. Passey	10-14-06	Gene Orton	
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Gene Orton	Date: 10-14-06 #111
#41	Michael L. Strick	10-14-06	Earl Reed	
	Print Name: Michael L. Strick	Date: 10-14-06	Print Name: Earl Reed	Date: 10-14-06 #A204
#35	David W. Bailey	10-14-06	Rosnell Westphal	
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Rosnell Westphal	Date: 10-14-06 #A101
#306	Jackie Huish	10-14-06	Rosnell Westphal	
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Rosnell Westphal	Date: 10-14-06 #A201
#29	Carly Baldwin	10-14-06	Chris Westra	
	Print Name: Carly Baldwin	Date: 10-14-06	Print Name: Chris Westra	Date: 10-31-06 J-211
#34	William G. West	10-14-06		
	Print Name: William G. West	Date: 10-14-06	Print Name:	Date:
#A102	Skirley Read	10-14-06		
	Print Name: Skirley Read	Date: 10-14-06	Print Name:	Date:
#33	Joan B. Neilson	10-14-06		
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:
#41	David Stetler	10-14-06		
	Print Name: David Stetler	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
#42	MARLENE COLE (proxy)			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:
#31	MARLENE COLE			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:
#22	MARLENE COLE (proxy #22)			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:
#64	MARLENE COLE (proxy #64)			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:
#8	MARLENE COLE (proxy #8)			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:
A206	MARLENE COLE (proxy A206)			
	Print Name: MARLENE COLE	Date:	Print Name:	Date:

# 51	Joyce Atkin	10-14-06	MAURICE HANON		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06	#18
# 60	Lois B. Passey	10-14-06			
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06	#311
# 41	Michael C. Strass	10-14-06			
	Print Name: Michael C. Strass	Date: 10-14-06	Print Name: ERBE REE	Date: 10-14-06	# A204
# 35	David W. Bailey	10-14-06			
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Pasnell Westphal	Date: 10-14-06	#A101
# S 306	Jackie Huish	10-14-06			
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Pasnell Westphal	Date: 10-14-06	# A201
# 34	William G. West	10-14-06			
	Print Name: William G. West	Date: 10-14-06	Print Name: Pasnell Westphal	Date: 10-14-06	# A103
# A 102	Skirley Reed	10-14-06			
	Print Name: Skirley Reed	Date: 10-14-06	Print Name: Skirley Reed	Date: 10-14-06	
# 33	Joan B. Neilson	10-14-06			
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: Skirley Reed	Date: 10-14-06	
# 41	David H. Blair	10-14-06			
	Print Name: David H. Blair	Date: 10-14-06	Print Name: Skirley Reed	Date: 10-14-06	
# 11	Robert Forsberg	10-14-06			
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name: Skirley Reed	Date: 10-14-06	
# 42	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	
# 31	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	
# 22	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	
# 64	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	
# 8	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	
A204	MARLEE E. COLE				
	Print Name: MARLEE E. COLE	Date:	Print Name: Skirley Reed	Date: 10-14-06	

# 51	Joyce Atkin	10-14-06	MAURICE HINTON		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HINTON	Date: 10-14-06	#18
# 60	Lois B. Passey	10-14-06	Gene Oerton	10-14-06	#311
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE OERTON	Date: 10-14-06	#311
# 41	Michael L. Strass	10-14-06	FARE REEF	10-14-06	# A204
	Print Name: Michael L. Strass	Date: 10-14-06	Print Name: FARE REEF	Date: 10-14-06	# A204
# 35	David W. Bailey	10-14-06	Rashell Westphal	10-14-06	#A101
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Rashell Westphal	Date: 10-14-06	#A101
# 5306	Jackie Huish	10-14-06	Rashell Westphal	10-14-06	#A201
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Rashell Westphal	Date: 10-14-06	#A201
# 34	William G. West	10-14-06	Elaine Rens Iron	10-28-06	#39
	Print Name: William G. West	Date: 10-14-06	Print Name: Elaine Rens Iron	Date: 10-28-06	#39
#A102	Skirley Read	10-14-06	Bryan Rens Iron	10-28-06	#39
	Print Name: Skirley Read	Date: 10-14-06	Print Name: Bryan Rens Iron	Date: 10-28-06	#39
# 33	Joan B. Neilson	10-14-06			
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:	
#41	David W. Bailey	10-14-06			
	Print Name: David W. Bailey	Date: 10-14-06	Print Name:	Date:	
# 11	Robert Forsberg	10-14-06			
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:	
#42	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	
# 31	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	
#22	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	
#64	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	
# 8	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	
A204	MARLEE COLE				
	Print Name: MARLEE COLE	Date:	Print Name:	Date:	

#51	Joyce Atkin	10-14-06	Maurice Atkin	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: Maurice Atkin	Date: 10-14-06 #18
#60	Lois B. Passey	10-14-06	Gene Oston	10-14-06 #511
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE OSTON	Date: 10-14-06 #511
#41	Michael L. Strass	10-14-06	Wm. Stuber	10-14-06 #A204
	Print Name: Michael L. Strass	Date: 10-14-06	Print Name: Wm. Stuber	Date: 10-14-06 #A204
#35	David W. Bailey	10-14-06	Rosell Westphal	10-14-06 #A101
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Rosell Westphal	Date: 10-14-06 #A101
#5306	Jackie Huish	10-14-06	Rosell Westphal	10-14-06 #A201
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Rosell Westphal	Date: 10-14-06 #A201
#64	Carl Redden	10-14-06	Scott Hone	10-27-06
	Print Name: Carl Redden	Date: 10-14-06	Print Name: Scott Hone	Date: 10-27-06
#34	William G. West	10-14-06		
	Print Name: William G. West	Date: 10-14-06	Print Name:	Date:
#A102	Skirley Read	10-14-06		
	Print Name: Skirley Read	Date: 10-14-06	Print Name:	Date:
#33	Joan B. Neilson	10-14-06		
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:
#41	David W. Bailey	10-14-06		
	Print Name: David W. Bailey	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
#42	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#31	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#22	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#64	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
#8	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:
A204	Merle E. Cole			
	Print Name: Merle E. Cole	Date:	Print Name:	Date:

#57	Joyce Atkin	10-14-06	MAURICE HINTON		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HINTON		
#60	Lois B. Passey	10-14-06	Gene Oztou	10-14-06 #18	
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06 #18	
#41	Michael L. Strick	10-14-06	Gene Oztou	10-14-06 #511	
	Print Name: Michael L. Strick	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06 #511	
#35	David W. Bailey	10-14-06	Gene Oztou	10-14-06 #A204	
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06 #A204	
#5306	Jackie Huish	10-14-06	Gene Oztou	10-14-06 #A101	
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06 #A101	
#64	Carol Carver	11-02-06	Gene Oztou	10-14-06 #A201	
	Print Name: Carol Carver	Date: 11-02-06	Print Name: GENE OZTOUN	Date: 10-14-06 #A201	
#34	William G. West	10-14-06	Gene Oztou	10-14-06	
	Print Name: William G. West	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06	
#A102	Skirley Reed	10-14-06	Gene Oztou	10-14-06	
	Print Name: Skirley Reed	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06	
#33	Joan B. Neilson	10-14-06	Gene Oztou	10-14-06	
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06	
#41	David H. Ogden	10-14-06	Gene Oztou	10-14-06	
	Print Name: David H. Ogden	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06	
#11	Robert Forsberg	10-14-06	Gene Oztou	10-14-06	
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name: GENE OZTOUN	Date: 10-14-06	
#42	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		
#31	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		
#22	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		
#64	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		
#8	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		
A204	MARLENE COLE		Gene Oztou		
	Print Name: MARLENE COLE		Print Name: GENE OZTOUN		

# 51	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HANSON	
# 60	Lois B. Passey Lois B. Passey	10-14-06	Gene Orton Gene Orton	10-14-06 #18
# 41	Michael L. Stripes Michael L. Stripes	10-14-06	Gene Orton Gene Orton	10-14-06 #511
# 35	David W. Bailey David W. Bailey	10-14-06	Earl Reef Earl Reef	10-14-06 # A304
# 306	Jackie Huish Jackie Huish	10-14-06	Roswell Westphal Roswell Westphal	#A101
# 29	Carl Baldwin Carl Baldwin	10-14-06	Roswell Westphal Roswell Westphal	#A201
# 34	William G. Fugal William G. Fugal	10-14-06	Boyd L. Fugal Boyd L. Fugal	#25
#A102	Shirley Read Shirley Read	10-14-06		10-30-06
# 33	Loan B. Neilson Loan B. Neilson	10-14-06		
#41	David Stetler David Stetler	10-14-06		
# 11	Robert Forsberg Robert Forsberg	10/14/06		
# 42	MARLENE COLE (proxy) MARLENE COLE			
# 31	MARLENE COLE MARLENE COLE			
# 22	MARLENE COLE MARLENE COLE			
# 64	MARLENE COLE MARLENE COLE			
# 8	MARLENE COLE MARLENE COLE			
A204	MARLENE COLE MARLENE COLE			

#59	Joyce Atkin	10-14-06	MAURICE HANON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06 #18
#60	Lois B. Passey	10-14-06		
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06 #511
#4x	Michael L. Strauss	10-14-06	Wm Struss	
	Print Name: Michael L. Strauss	Date: 10-14-06	Print Name: ERRE REE	Date: 10-14-06 # A204
#35	David W. Bailey	10-14-06	Wm Struss	
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Pasnell Westphal	Date: 10-14-06 #A101
#5306	Jackie Huish	10-14-06	Relle Westphal	
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Pasnell Westphal	Date: 10-14-06 #A201
#4	Carl B. Adams	10-14-06	Relle Westphal	
	Print Name: Carl B. Adams	Date: 10-14-06	Print Name: Robert Madunich	Date: 10/2/06 #52
#34	William G. West	10-14-06	Wm	
	Print Name: William G. West	Date: 10-14-06	Print Name:	Date:
#A102	Skirley Reed	10-14-06		
	Print Name: Skirley Reed	Date: 10-14-06	Print Name:	Date:
#33	Loan B. Neilson	10-14-06		
	Print Name: Loan B. Neilson	Date: 10-14-06	Print Name:	Date:
#41	David Blader	10-14-06		
	Print Name: David Blader	Date: 10-14-06	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
#42	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:
#31	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:
#22	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:
#64	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:
#8	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:
A206	MARIE E. COLG			
	Print Name: MARIE E. COLG	Date:	Print Name:	Date:

Joyce Atkin

#51	Joyce Atkin	10-14-06
	Print Name: Joyce Atkin	Date: 10-14-06
#60	Lois B. Passey	10-14-06
	Print Name: Lois B. Passey	Date: 10-14-06
#4*	Michael L. Strickland	10-14-06
	Print Name: Michael L. Strickland	Date: 10-14-06
#35	David W. Bailey	10-14-06
	Print Name: David W. Bailey	Date: 10-14-06
#306	Jackie Huish	10-14-06
	Print Name: Jackie Huish	Date: 10-14-06
#34	William G. West	10-14-06
	Print Name: William G. West	Date: 10-14-06
#A102	Skirley Read	10-14-06
	Print Name: Skirley Read	Date: 10-14-06
#33	Loan B. Neilson	10-14-06
	Print Name: Loan B. Neilson	Date: 10-14-06
#41	David Wald	10-14-06
	Print Name: David Wald	Date: 10-14-06
#11	Robert Forsberg	10-14-06
	Print Name: Robert Forsberg	Date: 10-14-06
#42	Maria E. Cole	
	Print Name: Maria E. Cole	Date:
#31	Maria E. Cole	
	Print Name: Maria E. Cole	Date:
#22	Maria E. Cole	
	Print Name: Maria E. Cole	Date:
#64	Maria E. Cole	
	Print Name: Maria E. Cole	Date:
#8	Maria E. Cole	
	Print Name: Maria E. Cole	Date:
A206	Maria E. Cole	
	Print Name: Maria E. Cole	Date:

MAURICE HANON

#18	Maurice Hanon	10-14-06
	Print Name: Maurice Hanon	Date: 10-14-06
#111	Gene Orton	10-14-06
	Print Name: Gene Orton	Date: 10-14-06
#A204	Ebbe Reef	10-14-06
	Print Name: Ebbe Reef	Date: 10-14-06
#A101	Rosell Westphal	10-14-06
	Print Name: Rosell Westphal	Date: 10-14-06
#A201	Rosell Westphal	10-14-06
	Print Name: Rosell Westphal	Date: 10-14-06
#30	Cleda Newton	11-03-06
	Print Name: Cleda Newton	Date: 11-03-06

#51	Joyce Atkin	10-14-06	MAURICE HUNTON		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HUNTON	Date: 10-14-06 #18	
#60	Lois B. Passey	10-14-06			
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE ORTON	Date: 10-14-06 #311	
#4*	Michael L. Strickland	10-14-06			
	Print Name: Michael L. Strickland	Date: 10-14-06	Print Name: EARL REEF	Date: 10-14-06 #A204	
#35	David W. Bailey	10-14-06			
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Paswell Westphal	Date: 10-14-06 #A101	
#306	Jackie Huish	10-14-06			
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Paswell Westphal	Date: 10-14-06 #A201	
#64	Carl Redwood	10-14-06			
	Print Name: Carl Redwood	Date: 10-14-06	Print Name: Paswell Westphal	Date: 10-14-06	
#34	William G. West	10-14-06			
	Print Name: William G. West	Date: 10-14-06	Print Name: Mark Stevens	Date: 10-30-06 #27	
#A102	Shirley Read	10-14-06			
	Print Name: Shirley Read	Date: 10-14-06	Print Name: Mark Stevens	Date: 10-30-06 #27	
#33	Joan B. Neilson	10-14-06			
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: Mark Stevens	Date: 10-30-06 #27	
#41	David H. Doherty	10-14-06			
	Print Name: David H. Doherty	Date: 10-14-06	Print Name: Mark Stevens	Date: 10-30-06 #27	
#11	Robert Forsberg	10/14/06			
	Print Name: Robert Forsberg	Date: 10/14/06	Print Name: Mark Stevens	Date: 10-30-06 #27	
#42	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	
#31	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	
#22	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	
#64	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	
#8	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	
A204	Merle E. Cole				
	Print Name: Merle E. Cole	Date:	Print Name: Mark Stevens	Date: 10-30-06 #27	

#51	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE HIXON Print Name: MAURICE HIXON Date: 10-14-06 #18
#60	Lois B. Passey Print Name: Lois B. Passey Date: 10-14-06	GENE ORTON Print Name: GENE ORTON Date: 10-14-06 #511
#4*	MICHAEL L. STRAWS Print Name: MICHAEL L. STRAWS Date: 10-14-06	EARL REED Print Name: EARL REED Date: 10-14-06 #A304
#35	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	Rosell Westphal Print Name: Rosell Westphal Date: 10-14-06 #A101
#536	Jackie Huish Print Name: Jackie Huish Date: 10-14-06	Rosell Westphal Print Name: Rosell Westphal Date: 10-14-06 #A201
#34	William G. West Print Name: William G. West Date: 10-14-06	Hayden Print Name: Hayden Date: 11/2/06 #63
#A102	Skirley Reed Print Name: Skirley Reed Date: 10-14-06	
#33	Doan B. Neilson Print Name: Doan B. Neilson Date: 10-14-06	
#41	David Walden Print Name: David Walden Date: 10-14-06	
#11	Robert Forsberg Print Name: Robert Forsberg Date: 10/14/06	
#42	(proxy) Print Name: (proxy) Date:	
#31	MERLE E. COLE Print Name: MERLE E. COLE Date:	
#22	MERLE E. COLE Print Name: MERLE E. COLE Date:	
#64	MERLE E. COLE Print Name: MERLE E. COLE Date:	
#8	MERLE E. COLE Print Name: MERLE E. COLE Date:	
A206	MERLE E. COLE Print Name: MERLE E. COLE Date:	

#51	Joyce Atkin Print Name: Joyce Atkin	10-14-06	MAURICE HINTON Print Name: MAURICE HINTON	
#60	Lois B. Passey Print Name: Lois B. Passey	10-14-06	Gene Orton Print Name: GENE ORTON	10-14-06 #18
#41	Michael L. Strickland Print Name: MICHAEL L. STRICKLAND	10-14-06	Gene Orton Print Name: GENE ORTON	10-14-06 #111
#35	David W. Bentley Print Name: David W. Bentley	10-14-06	Ebbe Reece Print Name: EBBE REECE	10-14-06 #A204
#306	Jackie Huish Print Name: Jackie Huish	10-14-06	Roswell Westphal Print Name: Roswell Westphal	#A101
#24	Carl Baldwin Print Name: Carl Baldwin	10-14-06	Roswell Westphal Print Name: Roswell Westphal	#A201
#34	William G. West Print Name: William G. West	10-14-06	Roswell Westphal Print Name: Roswell Westphal	10-14-06
#A102	Shirley Read Print Name: Shirley Read	10-14-06	Norma P. Phyllis Print Name: Norma P. Phyllis	11-8-06 #J310
#33	Joan B. Neilson Print Name: Joan B. Neilson	10-14-06		
#41	David Stettin Print Name: David Stettin	10-14-06		
#11	Robert Forsberg Print Name: Robert Forsberg	10-14-06		
#42	Merle E. Cole Print Name: Merle E. Cole			
#31	Merle E. Cole Print Name: Merle E. Cole			
#22	Merle E. Cole Print Name: Merle E. Cole			
#64	Merle E. Cole Print Name: Merle E. Cole			
#8	Merle E. Cole Print Name: Merle E. Cole			
A204	Merle E. Cole Print Name: Merle E. Cole			

# 51	Joyce Atkin Joyce Atkin	10-14-06	MAURICE HANON	
# 60	Louis B. Passey LOIS B. PASSEY	10-14-06	Wm [Signature] #18	10-14-06 #18
# 41	Michael L. Strickland MICHAEL L. STRICKLAND	10-14-06	GENE OZTON PROXIE #117	10-14-06 #111
# 35	David W. Briley DAVID W. BRILEY	10-14-06	Wm [Signature] #A204	10-14-06 #A204
# S 306	Jackie Hursh Jackie Hursh	10-14-06	Rosell Westphal Rosell Westphal	10-14-06 #A101
# 64	Carl [Signature] #29	10-14-06	Rosell Westphal RICH PEG LLC	10-14-06 #A201
# 34	William G. West WILLIAM G. WEST	10-14-06	Brent [Signature] #66	11/6/06 #66
# A 102	Skirley Read SKIRLEY READ	10-14-06		
# 33	Joan B. Neilson JOAN B. NEILSON	10-14-06		
# 41	David [Signature]	10-14-06		
# 11	Robert Forsberg ROBERT FORSBURG	10/14/06		
# 42	[Signature] (proxy)			
# 31	MERLE E. COLE Merle Cole			
# 22	MERLE E. COLE Merle Cole Proxy #22			
# 64	Merle E. Cole Proxy #64			
# 8	MERLE E. COLE Merle Cole Proxy #8			
A204	Merle Cole Proxy A204			

Joyce Atkin

#51	Joyce Atkin	10-14-06
	Print Name: Joyce Atkin	Date: 10-14-06
#60	Lois B. Passey	10-14-06
	Print Name: Lois B. Passey	Date: 10-14-06
#4*	Michael C. Straus	10-14-06
	Print Name: Michael C. Straus	Date: 10-14-06
#35	David W. Barley	10-14-06
	Print Name: David W. Barley	Date: 10-14-06
#536	Jackie Hursh	10-14-06
	Print Name: Jackie Hursh	Date: 10-14-06
#29	Carli Bader	10-14-06
	Print Name: Carli Bader	Date: 10-14-06
#34	William G. West	10-14-06
	Print Name: William G. West	Date: 10-14-06
#A102	Skirley Read	10-14-06
	Print Name: Skirley Read	Date: 10-14-06
#33	Joan B. Neilson	10-14-06
	Print Name: Joan B. Neilson	Date: 10-14-06
#A1	David Stettin	10-14-06
	Print Name: David Stettin	Date: 10-14-06
#11	Robert Forsberg	10-14-06
	Print Name: Robert Forsberg	Date: 10-14-06
#42	Merle E. Cole (proxy)	
	Print Name: Merle E. Cole	Date:
#31	Merle E. Cole	
	Print Name: Merle E. Cole	Date:
#22	Merle E. Cole (proxy #22)	
	Print Name: Merle E. Cole	Date:
#64	Merle E. Cole (proxy #64)	
	Print Name: Merle E. Cole	Date:
#8	Merle E. Cole (proxy #8)	
	Print Name: Merle E. Cole	Date:
A206	Merle E. Cole (proxy A206)	
	Print Name: Merle E. Cole	Date:

MAURICE HIXON	
Print Name: MAURICE HIXON	Date: 10-14-06 #18
GENE OZTON	
Print Name: GENE OZTON	Date: 10-14-06 #511
EARL REEF	
Print Name: EARL REEF	Date: 10-14-06 #A204
Rashell Westphal	
Print Name: Rashell Westphal	Date: 10-14-06 #A101
Rashell Westphal	
Print Name: Rashell Westphal	Date: 10-14-06 #A201
Rashell Westphal	
Print Name: Rashell Westphal	Date: 10-14-06
RAYMOND KELLY	
Print Name: RAYMOND KELLY	Date: 11/9/06 #2

Print Name:	Date:	<i>Cathy Tarbet</i>	<i>11/5/06</i>	<i>HA205</i>
Print Name:	Date:			
Print Name:	Date:			
Print Name:	Date:			
Print Name:	Date:			
Print Name:	Date:			
Print Name:	Date:			
Print Name:	Date:			

aka Stone
MIKE STONE 30/04/2006

②

Print Name:	Date:	Print Name:	Date:
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Print Name:	Date:	Print Name:	Date:

EXHIBIT A

Willow Run Resort Condominiums, Phase I:

Beginning at a point on the East line of Valley View Drive, said point being S 0°40'10" E 144.96 feet along the center section line and West 133.12 feet from the center of Section 26, Township 42 South, Range 16 West, S.L.B. & M. and running thence along the East line of Valley View Drive N 32°27'00" E 393.46 feet to the true point of beginning and proceeding along Valley View Drive as follows: N 32°27'00" E 295.54 feet; thence S 57°33'00" E 70.50 feet; thence S 32°27'00" W 35.00 feet; thence S 57°33'00" E 228.29 feet; thence S 10°50'18" E 142.02 feet; thence S 44°52'50" W 117.73 feet; thence S 79°38'29" W 74.03 feet; thence N 44°36'48" W 70.28 feet; thence N 10°45'09" W 11.50 feet; thence N 57°33'00" W 149.65 feet, to a point of curvature of a 16.00 ft. radius curve to the left (radius point bears S 32°27'00" W) and running along said curve 25.13 feet; thence N 57°33'00" W 74.50 feet to the true point of beginning. Containing: 2.170 acres.

Willow Run Resort Condominiums, Phase II (Amended):

Beginning at a point in the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N 32°27' E 262.005 feet along said Valley View Drive to the westerly line of Willow Run Resort Condominiums Phase I; thence along said Westerly line as follows: S 57°33' E 74.50 feet to a point of a 16.00 foot radius curve to the right, the radius point of which bears S 57°33' E; thence easterly 25.13 feet along the arc of said curve to the point of tangency; thence S 57°33' E 149.65 feet; thence S 10°45'09" E 11.50 feet; thence S 44°36'48" E 6.13 feet; thence leaving said Phase I line S 32°27' W 118.85 feet; thence S 77°27' W 56.57 feet; thence N 57°33' W 141.50 feet, thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.116 acres.

Willow Run Resort Condominiums, Phase III:

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence S 32°27' W 126.455 feet along said Valley View Drive, thence S 57°33' E 272.50 feet, thence N 32°27' E 128.05 feet, thence N 57°33' W 16.115 feet, thence N 32°27' E 83.335 feet, thence N 27°33' W 48.94 feet to the Westerly line of "Willow Run Resort Condominiums Phase II Amended" thence along said Phase II Amended as follows: N 57°33' W 141.50 feet, thence S 32°27' W 109.40 feet, thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.242 acres.

Willow Run Resort Condominiums - Phase IV Amended:

Beginning at the most Southerly corner of Willow Run Resort Condominiums Phase III, said point being S 0°40'10" E 286.964 feet along the center section line and East 97.855 feet from the center of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the boundary line of Willow Run Resort Condominiums Phase III as

follows; N 32°27' E 128.05 feet; thence N 57°33' W 16.115 feet; thence N 32°27' E 83.335 feet; thence N 27°33' W 48.94 feet to the most Southerly corner of Willow Run Resort Condominiums Phase II "Amended"; thence leaving said Phase III and running N 77°27' E 56.57 feet along said Phase II "Amended", thence leaving said Phase II "Amended" and running S 57°33' E 171.82 feet; thence N 35°48' E 38.83 feet; thence S 54°12' E 125.00 feet; thence S 35°48' W 18.80 feet; thence S 54°12' E 69.00 feet; thence S 35°48' W 285.00 feet; thence N 57°33' W 331.51 feet to the point of beginning. Containing 2.356 acres, more or less.

Willow Run Resort Condominiums, Phase V:

Beginning at the most northerly point of willow run resort condominiums phase i, said point being north 0°40'10" west 436.50 feet along the center section line and east 243.366 feet from the center of section 26, township 42 south, range 16 west, Salt Lake Base and Meridian and running thence south 57°33' east 70.50 feet; thence south 32°27' west 35.00 feet; thence south 57°33' east 228.29 feet; thence south 10°50'18" east 142.02 feet; thence south 44°52'50" west 117.73 feet; thence south 79°38'29" west 74.03 feet; thence north 44°36'48" west 64.15 feet; thence south 32°27' west 118.85 feet; thence south 57°33' east 171.82 feet; thence north 35°48' east 38.83 feet; thence south 54°12' east 125.00 feet; thence south 35°48' west 18.80 feet; thence south 54°12' east 69.00 feet to an existing fence line; thence north 35°48' east along said fence line 115.00 feet; thence north 35°58'30" east along an existing fence line 343.27 feet to a point on the southerly line of Indian Hills Drive, said point being on a 2033.00 foot radius curve to the right (bearing to radius point is n 59°44'11 e); thence northwesterly 29.46 feet along the arc of said curve to a point of tangency; thence north 29°26' west 17.49 feet to the point of a 5813.42 foot radius curve to the right; thence northwesterly 245.29 feet along the arc of said curve; thence leaving Indian Hills Drive and running north 57°33' west 393.13 feet to the easterly line of Valley View Drive; thence south 32°27' west 200.00 feet to the point of beginning. Containing 5.469 acres.

The Amended Declaration of Covenants, Conditions, and Restrictions of the Willow Run Homeowner's Association, Phases I-V was approved and adopted by a resolution of the Board of Directors of the Willow Run Home Owners Association after being approved by 75% of its members on the following date:

November 14, 2006

WILLOW RUN HOME OWNERS ASSOCIATION
a Utah nonprofit corporation

By: 

Merle E. Cole, President

Signed before me this
date November 16, 2006
Tracy Wunningham

