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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE HAVENGROVE PLANNED UNIT DEVELOPMENT PHASES I, II AND III

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE HAVENGROVE

PLANNED UNIT DEVELOPMENT PHASES I, II AND III

THIS DECLARATION is made and executed this 20TH day of FEBRUARY, 1986 by Wayne Pace Construction and Development Company, a Utah corporation, (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the record owner of that certain tract of property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a non-profit corporation, **THE HAVENGROVE HOMEOWNERS' ASSOCIATION.**

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

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I. DEFINITIONS

When used in this Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

2. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Planned Unit Development. The real property described in Article II of this Declaration constitutes the Parcel.

3. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a Subdivision Plat of the Havengrove Planned Unit Development Phases I, II and III, and executed and acknowledged by Declarant on FEBRUARY 20TH, 1986, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

4. Property shall mean and refer to all of the real property which is covered by a Plat.

5. Lot shall mean and refer to any of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different Lots; and (b) which is intended to be used as the site of a single Living Unit.

6. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

7. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

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8. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

9. Common Areas shall mean and refer to that part of the Property which is not included with the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

10. Planned Unit Development or Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

11. Association shall mean and refer to the Havengrove Homeowners' Association, a Utah non-profit corporation.

12. Member shall mean and refer to every person who holds a membership in the Association.

13. Mortgagee shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust.

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II. PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah.

Beginning at a point on the proposed South line of Vine Street, said point being North 562.829 feet and S 89° 15' 45" E 196.669 feet from the North $\frac{1}{4}$ Corner of Section 21, T.2S., R.1E., S.L.B.&M., said Section Corner being S 23° 02' W 651.49 feet from a Salt Lake County Witness Monument in said Vine Street, said point of beginning also being N 89° 15' 45" W along the Vine Street Centerline 58.247 feet and S 0° 00' 58" W 40.00 feet from said Witness Monument (Basis of bearing being N 89° 07' 18" W 3265.42 feet between said Witness Monument and a Salt Lake County Monument in the intersection of 1300 East Street and said Vine Street); Thence along said proposed South line S 89° 15' 45" E 58.253 feet and N 89° 15' 45" E 175.271 feet to a point on a fence line; Thence along said fence line S 0° 16' 05" E 125.664 feet and S 0° 05' 40" E 21.822 feet and S 88° 42' 14" W 109.194 feet and S 1° 00' 50" E 165.00 feet; Thence East 106.52 feet to a fence line; Thence along said fence line S 0° 05' 40" E 259.054 feet and S 0° 42' 20" E 40.624 feet; Thence West 22.788 feet; Thence S 1° 00' W 960.143 feet; Thence N 89° 57' 30" W 254.493 feet to a fence line; Thence S 0° 17' 47" E along said fence line 118.00 feet; Thence West 258.902 feet to a fence line; Thence N 0° 04' 43" W along said fence line 347.909 feet; Thence N 89° 30' W 220.324 feet; Thence N 0° 24' 53" E 689.35 feet to a point on the South line of Jamestown No.4 Subdivision; Thence N 87° 02' 38" E along said South line 195.26 feet to the Southeast Corner of Lot 409, said Jamestown No.4 Subdivision; Thence N 0° 01' 18" W along the East line of said Jamestown No.4 Subdivision 405.64 feet; Thence East 131.608 feet to a fence line; Thence S 0° 01' 44" E along said fence line 402.068 feet; Thence N 88° 26' 45" E 9.494 feet; Thence East 81.95 feet; Thence N 34° 19' 01" E 42.07 feet; Thence East 90.814 feet; Thence N 0° 00' 58" E 603.098 feet to the point of beginning containing 19.681 acres.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included within the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If,

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pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

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III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. The Association shall have the following-described two classes of voting membership.

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to Three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.

(b) The expiration of Seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

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

4. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which

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was required at the immediately preceding meeting. No such subsequent meeting shall be held more than Forty-Five (45) days following the immediately preceding meeting.

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IV. PROPERTY RIGHTS IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and common access roadways. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any tenant, lessee or contract purchaser who resides on such Member's Lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within the Havengrove Planned Unit Development Phases I, II and III, as the same is identified in the Plat recorded in Book _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of the Havengrove Planned Unit Development Phases I, II and III," recorded in Book _____, at Page _____, of the official records of the Salt Lake County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas and common access roadways described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3. Transfer of Title. Declarant agrees: (a) that it shall, on or before six (6) months from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

4. Limitation of Easement. A Member's right and easement of use and enjoyment concerning the Common Areas and common access roadways shall be subject to the following:

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(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the County of Salt Lake and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking areas, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, the common access roadways, and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

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V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of: Taxes and insurance on the Common areas; maintenance, repair and improvement of the Common Areas; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article, each Lot shall be subject to a monthly assessment of not more than Fifty Dollars (\$50.00). From and after January 1st, 1989, the maximum monthly assessment may be increased or decreased so long as the change is assented to by more than Fifty Percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 6 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any

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such special assessments must be assented to by more than Fifty Percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold Lot owned by it in the development, shall pay both monthly and special assessments as herein provided for all Lot Owners.

6. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy under an occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy, as the case may be. At least Fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

7. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

8. Effect of Non-payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within Sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of Eighteen Percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

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9. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

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VI. OPERATION AND MAINTENANCE

1. Maintenance of Living Units and Lots. The interior and exterior of each Living unit and the real property which comprises each Lot shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Living Unit. The Association shall have no obligation regarding maintenance except as herein elsewhere provided.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas, the common access roadways, the curbs, gutters and sidewalks as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. In recognition of County flood control requirements imposed on the Development, the Association shall maintain the storm water detention areas called for by Salt Lake County and designated on the Map recorded herewith. Said maintenance shall include all steps reasonably necessary to prevent said detention areas from losing their capacity to retain storm run-off water. In this regard, the Association shall maintain the contours of the earth in said detention areas in the configuration established and described on the Map, and shall not allow structures of any type to be placed or erected in said areas which may cause a significant reduction in the water detention capacity thereof. Notwithstanding anything contained in this Declaration to the contrary, the Declarant, the Owners, or mortgagees shall not have the power or authority to change, by vote, or alienation, transfer, sale or otherwise, the use of the detention areas designated on the Map unless the consent of the Salt Lake County Flood Control Division has first been obtained in writing. In connection with this covenant by the Association to maintain the storm water detention areas, Salt Lake County is hereby made a party to the covenants set forth herein. The County shall have no vote in the affairs of the Association, but it shall have the right to protect, as a party to this Declaration, the use of the storm water detention areas for that purpose.

3. Utilities. The Association shall pay for all utility services furnished to each Lot except telephone, electricity, gas, sewer, water and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such services.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

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(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Havengrove Homeowners' Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear."

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$250,000 for any one person injured; \$1,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association with a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

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5. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

6. Terms of Agreement. Any agreement for professional management of the Project which may be entered into by the Association shall call for a term not exceeding one (1) year, renewable by agreement of the parties for successive one-year periods and shall provide that for cause such management agreement may be terminated by the Association upon not in excess of Thirty (30) days' written notice.

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VII. USE RESTRICTIONS

1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas. Notwithstanding the foregoing, this Section shall not preclude the Association from placing vending machines and equipment on or in any Common Area, should the Association elect so to.

2. Use of Lots. No building shall be erected or placed upon any Lot other than a single family residence which shall include either an attached or detached garage, and may or may not include attached or detached storage or shop facilities. No Lot or Living Unit shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas. No Lot shall be used for any commercial, manufacturing, mercantile, vending or other such non-residential purposes.

3. Pets. Whenever a pet is allowed to leave a Lot, it shall be either on a leash or in a cage. No animal or fowl may be kept on any Lot or allowed in any part of the Common Areas which constitutes a nuisance to other Owners in the Subdivision by noise or otherwise.

4. No Leasing of Common Areas. None of the Common Areas, parking space or other amenities contemplated as a part of the development shall be leased to the Owners or to the Association nor shall the same be subject to any other restrictions in favor of the Declarant or any affiliate of Declarant, except as herein expressly provided.

5. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction,

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marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by Declarant.

6. Buried Utilities. All water, gas, electrical, telephone, cable television and other utility lines within the limits of the individual Lots and the Property in general, with the exception of meter and junction boxes shall be buried underground wherever possible.

7. Signs. No sign or billboard of any kind shall be displayed to the public view on any Lot or on the Property generally, except one sign for each Lot on not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent. Notwithstanding the foregoing, Declarant shall be exempted from the provisions of this Section in order to facilitate the advertising, marketing, and sale of the Lots.

8. Motor Vehicles. All motor and recreational vehicles, including without limitation, automobiles, trucks, boats, trailers, motorcycles, snowmobiles, and other recreational vehicles shall be kept on their Owner's Lot, in an appropriate carport, garage, or other enclosure not nearer to the Common Area roadways than the midpoint of the Living Unit on the Lot, and in any event, so as to not be visible from Common Area roadways. Common Area roadways shall be kept clear of all such parked vehicles.

9. Slope Protection. All slopes or terraces on any Lot shall be maintained so as to prevent any erosion or encroachment thereof upon adjoining property or adjacent streets and roadways.

10. Lot Fences. Individual Lot fences which border roadways, sidewalks, or which are located within 50 feet of any common access roadway shall be made of wood, stone, brick, or plaster only, unless otherwise approved in writing by the Architectural Review Committee or the Board of Directors of the Association. No private fences, walls, pillars or columns of any height are allowed within 10 feet of the back of curb.

11. Trees and Shrubs. None of the existing living trees or shrubs on the Property having a diameter in excess of four (4) inches, or which measure five (5) feet above the ground level or which are planted by Declarant as part of the Development landscaping, shall be removed for any reason by an Owner from his Lot, unless he shall have first obtained written consent for such removal from the Board of Directors of the Association, or the Architectural Review Committee, which consent shall not be unreasonably withheld. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the project Common Areas and the installation of utilities serving the Subdivision.

12. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, and machinery and equipment, including T.V. antenna "dishes" shall be prohibited upon any Lot unless obscured from view of roads and Common Areas by a fence, building or appropriate screen.

13. Road Cleaning During Construction. Each lot owner shall be responsible for removing mud, rocks, and debris from the road and sidewalk when caused by construction of his home.

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VIII. ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. The Board of Directors of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No Living Unit, accessory or addition to a Living Unit, including walls, fences, antennas, porches, or patios, which is visible from the Common Areas, landscaping, or other improvement of a Lot which is visible from the Common Areas shall be constructed, or accomplished, and no alteration, or refurbishing of the exterior of any Living Unit shall be performed, unless complete construction and landscape plans and specifications as well as a plot plan showing location and the surrounding topography, shall have first been submitted to and approved by the Architectural Review Committee.

3. Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. In this regard, the following design, building and materials restrictions shall govern the construction of any Living Unit and/or any other structure visible from any Common Area:

(a) Minimum Living Unit size, excluding garage, unfinished interior space, porch and open patio areas:

(1) Living Units with single level above grade shall be not less than 2200 square feet in size on said single above grade level.

(2) Living Units with multiple levels above grade shall be not less than 3000 square feet in size on said multiple above grade levels.

(b) Exterior building materials shall be restricted to brick, plaster, wood or natural stone (not man-made). Aluminum soffit and fascia may be used when wood trim, if any, is painted to match (such as white aluminum fascia and white wood trim). A maximum of three (3) materials are allowed on any house, for example, brick, wood, and plaster is acceptable. No aluminum, steel, vinyl, plywood, composition board or any other type of sheet siding

shall be used, nor shall concrete block or cinder block materials be used on any Living Unit or other building on any Lot in the Development unless written approval is first obtained from the Board of Directors of the Association or the Architectural Review Committee.

(c) Roofing materials shall be restricted to wood and wood fibre shake, wood shingles, slate shingles, clay, concrete tile or architectural grade asphalt shingles (300 lbs. per "square" or greater). Minimum roof pitch: 6/12

(d) All Living Units shall provide enclosed garage space for three vehicles unless approved otherwise by the Architectural Review Committee.

(e) The improvement of any Lot, and the construction of a Living Unit, or any other structure thereon, shall comply fully with applicable County ordinances and zoning regulations, including, without limitation, County front, back and side yard setbacks or as otherwise approved by the Architectural Review Committee.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved in writing within Fifteen (15) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction.

(a) All lot owners are required to begin construction on a home within 3 years from date of purchase.

(b) Once begun, any improvements, construction, landscaping or alterations approved by the Committee shall be diligently prosecuted to completion as provided hereinafter.

(c) The exterior construction of all structures on any Lot shall be completed with a period of one (1) year following commencement of construction.

(d) The front yard of each Lot shall be landscaped within a period of one (1) year following completion of occupancy of the Living Unit.

(e) Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling.

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(f) If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the Activity.

(g) In the event a lot owner fails to commence and complete construction of a residence or fails to complete landscaping within the time specified hereinabove, the Homeowners' Association shall have the right to file an action against the lot owner for liquidated damages in the amount of \$1,000 per year, together with costs of court and reasonable attorneys fees. Upon commencing such action, the Homeowners' Association may file a Lis Pendens against the lot.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article VIII.

7. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas, and which occurs at any time during the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

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IX. RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

1. Notice of Default. In the event an Owner neglects for a period of Thirty (30) days or more to cure any failure on his part to perform any of his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;

(b) To partition or subdivide any Lot or the Common Areas;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas, or

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

3. Notice of Substantial Damage or Destruction. The Association shall notify all institutional holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within Ten (10) days after the Association learns of such damage or destruction.

4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all institutional holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within Ten (10) days after the Association learns of the same.

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5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least Ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

6. Right of Inspection of Records, Statements, Etc. Holders of any first mortgage lien or equivalent security interest shall have the right, at its request and expense and upon reasonable notice, to:

(a) Inspect the books and records of the development during normal business hours.

(b) Receive an annual audited financial statement of the development with Ninety (90) days following the end of any fiscal year of the development; and

(c) Receive Fifteen (15) days' written notice of all meetings of the Association.

7. Rights Upon Foreclosure of Mortgage. Each holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgaged lot.

8. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9. No Right of First Refusal. Neither the Association or the Owners acting as a group, shall enforce, assert, or claim any right of first refusal to purchase a Lot, or any option to buy a Lot in this development.

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X. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

3. Amendment. Subject to the provisions of Section 8 of Article IX of this Declaration any amendment hereto shall require: (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all the votes of the Class A membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice-President of the Association, and by the Declarant if the Class B Membership then exists, and shall also be approved by the Salt Lake County Attorney. In such instrument the President or Vice-President of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership

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votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 4.

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

(b) The total number of votes required for authorization or approval under this Section 4 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

5. Reserve Fund. To the extent the same is reasonably possible and practicable and is not inconsistent with the significant interest of the Lot Owners, the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas, and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Lot Owners rather than by special assessments.

6. Lease Provisions. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

7. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

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8. Fees Paid At Closing.

(a) Lot Transfer Fee.

Any Owner who sells, leases for a term (including extensions) in excess of one (1) year, or otherwise transfers or conveys his Lot shall submit to the Association pertinent information concerning the transferee within ten (10) days of said transfer of title or possession, and in the event of sale, the selling Owner, or the purchaser, as agreed between them, shall pay the Association a transfer fee of Fifty Dollars (\$50.00).

(b) Architectural Review Fee.

At the time of the initial closing of each lot, the closing officer shall collect from the purchaser a one-time fee of One Hundred Fifty Dollars (\$150.00) which shall be paid to the Havengrove Architectural Review Committee for processing and review of plans and specifications of each individual house. Even though the house review may not be built for several years, the \$150.00 must be paid at closing.

9. Transfer of Common Areas. The Board of Directors of the Association may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of the Common Areas, common access roadways, or any sewer, water and storm drainage truck lines within the Havengrove development, to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the votes of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least Ten (10), but not more than Thirty (30) days prior to the meeting date.

10. Dissolution. Subject to the restriction set forth in Article IX of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to any appropriate public agency or authority to be used for purposes similar to those provided for in the By-Laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non-profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a

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pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

11. Registered Office and Agent. The registered office of the Association shall be located in Salt Lake County, Utah. The name and address of the initial registered agent and the registered office of the Association is as follows:

THE HAVENGROVE HOMEOWNERS' ASSOCIATION
9663 South 2980 East
Sandy, Utah 84092
Attention: Wayne Pace, Registered Agent

12. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of Salt Lake County, Utah.

13. Enforcement by County. If the Association fails to maintain the Common Areas, the common access roadways, along with the curbs, gutters and sidewalks in good order and condition, Salt Lake County shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

14. Interpretion. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

15. Property Part of Development. The Property shall comprise the Havengrove Planned Unit Development Phases I, II and III.

16. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration: and failure to comply with any of the foregoing

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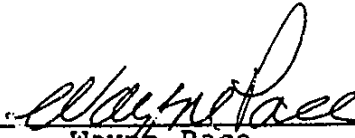
shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

17. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written:

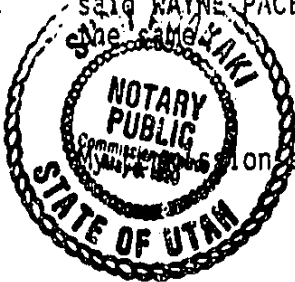
WAYNE PACE CONSTRUCTION & DEVELOPMENT COMPANY

By _____


Wayne Pace
President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 26th day of June, A. D. 1986 personally appeared before me WAYNE PACE, who being by me duly sworn did say, that he, the said WAYNE PACE is the President of WAYNE PACE CONSTRUCTION & DEVELOPMENT COMPANY and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said WAYNE PACE duly acknowledged to me that said corporation executed the




NOTARY PUBLIC
Residing at Salt Lake City, Utah

Commission Expires: 5-6-90

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**ARTICLES OF INCORPORATION
OF
THE HAVENGROVE HOMEOWNERS' ASSOCIATION**

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ARTICLES OF INCORPORATION

OF

THE HAVENGROVE HOMEOWNERS' ASSOCIATION

A Utah Non-Profit Corporation

The undersigned natural person over the age of 21 years, acting as incorporator of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act (§§16-6-18 through 16-6-111, Utah Code Annotated (1953)), hereby adopts these Articles of Incorporation for such Corporation.

The name of the Corporation is THE HAVENGROVE HOMEOWNERS' ASSOCIATION. The Corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

I. DEFINITIONS

When used in these Articles, the following terms shall have the meaning indicated:

1. Articles shall mean and refer to these Articles of Incorporation of The Havengrove Homeowners' Association.

2. Association shall mean and refer to The Havengrove Homeowners' Association, the Utah non-profit corporation which is created by the filing of these Articles.

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

4. Developer shall mean and refer to Wayne Pace Construction & Investment Company, a Utah corporation, its successors and assigns.

5. Property shall mean and refer to the entirety of the following-described tract of real property, situated in Salt Lake County, State of Utah:

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6. Plat shall mean and refer to the subdivision plat covering the Property, entitled "The Havengrove Planned Unit Development Phases I and II," executed and acknowledged by Developer on the _____ day of _____, 19____, prepared and certified by Boyd Olsen, a duly registered Utah Land Surveyor holding Certificate No. 5612, and filed for record in the office of the County Recorder of Salt Lake County, Utah, on or about the date that these Articles are filed with the office of the Secretary of State of Utah.

7. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Havengrove Planned Unit Development Phases I and II," executed and acknowledged by Developer on the _____ day of _____, 19____, and filed for record in the office of the County Recorder of Salt Lake County, Utah, concurrently with the filing of the Plat.

8. Lot shall mean and refer to any of the separately numbered and individually described plots of land shown on the Plat.

9. Common Areas shall mean and refer to that part of the Property which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

10. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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II. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a non-profit corporation for the purpose of maintaining and administering the Common Area, collecting and disbursing the assessments and charges provided for in the Declaration, and otherwise administering, enforcing, and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law, including all powers referred to or described in Section 16-6-22, Utah Code Annotated (1953).

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

III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

2. Voting Rights. The Association shall have the following-described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant, as that term is defined in the Declaration. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant, as that term is defined in the Declaration. The Class B Members shall be entitled to Three (3) votes for each Lot in which they hold the interest required for Membership in the Association. The Class B membership shall automatically cease and be converted to a Class A membership on the first to occur of the following:

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(a) When the total number of votes held by all Class A Members equal the total number of votes held by the Class B Members; or

(b) The expiration of Seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

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

4. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of a Member shall be deemed to be the address of the Living Unit situated on such Member's Lot unless the Association is otherwise advised.

5. Quorum. The quorum required for any action by the Members, unless otherwise specifically set forth in these Articles, the Declaration or By-Laws, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Proxies. At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed

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with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after Eleven (11) months from the date of its execution.

7. Cumulative Voting. There shall be no cumulative voting.

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

IV. BOARD OF DIRECTORS

1. Number, Tenure and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of Three (3) individuals. Any change in the number of Directors may be made only by amendment of these Articles. Directors need not be Members of the Association. Each Director shall hold office until the next annual meeting of the Members and until his successor has been duly elected and qualifies.

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

<u>Name</u>	<u>Address</u>
Wayne P. Pace	9663 South 2980 East Sandy, Utah 84092
Sandra Pace	9663 South 2980 East Sandy, Utah 84092
Melanie Pace	9663 South 2980 East Sandy, Utah 84092

V. MISCELLANEOUS

1. Transfer of Common Areas. The Board of Directors may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of the Common Areas, common access roadways, or any sewer, water and storm drainage trunk lines within the Havengrove development, to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the votes of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the

purpose of the meeting and the action proposed shall be sent to all Members at least Ten (10), but not more than Thirty (30) days prior to the meeting date.

2. Dissolution. Subject to the restrictions set forth in Article IX of the Declaration pertaining to Mortgagee protection; the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class of membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in these Articles and the Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non-profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of the Declaration. Any dissolution authorized pursuant to this section shall be accompanied by an officer's or director's certified statement that the required vote to dissolve the Association under this section has occurred, which document shall be filed with the Secretary of State of Utah at the time of the dissolution.

3. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the property for the benefit of the Association, and shall to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and the Developer will enter into a Management Agreement for an initial One (1) year period, to begin on or about the date these Articles are filed with the office of the Secretary of State of Utah.

4. Registered Office and Agent. The registered office of the Association shall be located in Salt Lake County, Utah. The name and address of the initial registered agent and the registered office of the Association is as follows:

9663 South 2980 East
Sandy, Utah 84092
Attention: Wayne Pace, Registered Agent

5. Amendment. Subject to the provisions of Section 8 of Article IX of the Declaration, any amendment to these Articles shall require: (1) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes which Members

present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose and, (ii) so long as the Class B membership exists, the written consent of Developer and the approval of the office of the Salt Lake County Attorney. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least Ten (10), but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 5) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than Forty-Five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Secretary of State of Utah of appropriate Articles of Amendment, executed by the President or Vice-President of the Association, and also executed by the Developer should the Class B membership still exist, and shall then be approved by the office of the Salt Lake County Attorney. In such Articles of Amendment, the President or Vice-President shall certify that the vote required by this section for amendment has occurred.

6. Consent in Lieu of Vote. In any case in which these Articles required for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 5:

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

(b) The total number of votes required for authorization or approval under this Section 6 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes

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outstanding shall, however, be effective in that regard and shall entitle the new Member to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

7. By-Laws and Resolutions. The Board of Directors may adopt, amend, and repeal By-Laws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration or law.

8. Construction. The captions which precede the various portions of these Articles are for convenience only, and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration, and should be read and construed in light of that fact and liberally construed so as to give effect to all of the purposes of both instruments. To the extent the provisions of the Utah Non-Profit Corporation and Cooperative Association Act (§§16-6-18 through 16-6-111, Utah Code Annotated (1953)) and any modifications, amendments, and additions thereto are inconsistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

Dated this 26th day of June, 1986.

Wayne Pace
Wayne Pace
President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 26th day of June, A.D. 1986 personally appeared before me WAYNE PACE who being by me duly sworn did say, that he, the said WAYNE PACE is the President of THE HOMEOWNERS' ASSOCIATION and that the within and foregoing instrument was signed in behalf of said Association.



My Commission Expires: 5-6-90

Sumi Arakaki
NOTARY PUBLIC
Residing at Salt Lake City, Utah

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