

**THIRD RESTATEMENT**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**MAIN STREET PLANNED UNIT DEVELOPMENT**  
**(HANOVER DRIVE ASSOCIATION)**

This Third Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development (Hanover Drive Association) (the "Third Restatement") is made by Board of Directors for the Association (the "Board of Directors").

**RECITALS**

1. The Board of Directors declares this document to be the Third Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development (Hanover Drive Association), and declares that pursuant to the terms of the Second Restatement<sup>1</sup> Declaration for Main Street Planned Unit Development (the "Declaration"), previously recorded in the Utah County Recorder's Office, Utah County, Utah, Entry No.38284, Book No. 2459, Page No. 665 Articles One through Thirteen of the Declaration are **HEREBY AMENDED AND REPLACED** in their entirety, and now provide as set forth below in the following articles.
2. All other terms of the Declaration remain in full force and effect, except as they conflict with this Third Restatement, and are incorporated by this reference.

**ARTICLE ONE**

**Definitions**

1. **Association**. Shall mean and refer to Main Street Planned Unit Development, Inc., and its successors and assigns.
2. **Board of Directors**. Shall mean the governing board of the Association.
3. **Common Areas**. Shall mean the entire Project, except for those portions thereof which lie within the boundaries of any lot. Common areas shall also include those areas described or designated on the subdivision plat identified as Plat "A" Main Street, a Planned Unit Development Subdivision recorded at the Utah County Recorder's Office January 29, 1985, Entry No. 2573.
4. **Common Assessment**. Shall mean an assessment levied to offset Common Expenses.
5. **Common Expenses**. Shall mean any of the following:
  - a. The expenses of, or reasonable reserves for, the maintenance, management, operation, repair, and replacement for the Common Areas, including the cost of unpaid Special Assessments.

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<sup>1</sup> See attached Exhibit 1, CONSENT TO AMENDMENT, incorporated by this reference.

- b. The cost of capital improvements to the Common Areas which the Association may from time to time authorize.
  - c. The expense of management and administration of the Association, including compensation paid by the Association to a manager, accountant, attorney, or other employees or agents.
  - d. Any other item or items designated by this or the by-laws of the Association to be Common Expenses, and any other expense reasonably incurred by the Association on behalf of All Owners.
6. Exhibit "A". Shall mean that Exhibit "A" attached to the Declaration and incorporated thereto and hereto by reference.
7. Exhibit "B". Shall mean that Exhibit "B" attached to the Declaration and incorporated thereto and hereto by reference.
8. Planned Unit Development. Shall mean an estate in real property consisting of the separate ownership of Lots and the fee ownership of an undivided interest as a tenant in common of the Common Areas. It shall also include the following:
  - a. No Owner may bring an action for partition of the common area.
  - b. No part of a Lot or the legal rights comprising ownership of a Lot may be separated from any other part thereof. Each Lot and the undivided interest in the Common Areas appurtenant to such Lot, and the exclusive right to use and occupy the limited Common Areas appurtenant to each Lot, shall always be conveyed, devised, encumbered, and otherwise effected only together, and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Lot or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Lot, together with all appurtenant rights created by law by this Third Restatement
  - c. A Lot may be conveyed in its entirety, and any conveyance may not separate underlying lots if an individual unit has been constructed on more than one lot. See Exhibit "B."
9. Limited Common Areas. Shall mean those portions of the Common Areas which are limited to and reserved for the exclusive use of individual owners.
10. Lot. Shall mean and refer to the individual and respective parcels of land together with the dwelling and improvements located on the Lot and appurtenant thereto, shown upon the recorded subdivision Map of the Tract, with the exception of the Common Area.
11. Map. Shall mean that certain subdivision plat identified as Plat "A" Main Street, A Planned Unit Development subdivision, recorded at the County Recorder's Office, County of Utah, State of Utah on January 29, 1985, Entry No. 2573.
12. Member. Shall mean a member of the Association, and only Owners shall be members.

13. Owner. Shall mean and refer to the owner of record (in the County Recorder's Office, County of Utah, State of Utah), whether one or more persons or entities, of a Lot. The terms "Owner" shall not mean or include mortgagee or 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.
14. Rules and Regulations. Shall mean the rules and regulations governing the use of the Common Areas and the recreational facilities thereon, duly adopted by the Association.
15. Special Assessment. Shall mean an assessment for Special Expenses.
16. Special Expenses. Shall mean any of the following:
  - a. The expense incurred by the Association for the maintenance or repair of damage or loss to the Common Areas or the property of other Owners caused by the default or the act or neglect of an Owner which is not covered by insurance.
  - b. The expenses of repair or reconstruction of a building damaged or destroyed by fire or other casualty for which there shall be no insurance coverage and the repair or reconstruction of which will directly benefit less than all of the Owners.
  - c. Any other item or items designated by other provisions of the Third Restatement or the by-laws of the Association to be Special Expenses.
  - d. Any additional extraordinary expenses which are not anticipated and included in the budget for Common Expenses.
17. Lot Number. Shall mean and refer to the Lot number, letter, or combination thereof which is designated in Exhibit "B."
18. Lot Owner. Shall mean and refer to the Owner of the fee in a Lot and the dwelling and improvements thereon and appurtenant thereto, and the ownership of an undivided interest in the Common Areas which are appurtenant thereto.
19. Tract. Shall mean and refer to the tract of land situated in Utah County, State of Utah, together with all appurtenances thereto, and more fully described in Exhibit "A."
20. Rental(s). Shall mean any home/property within the Association that is rented leased or occupied by residents other than the legal owner.
21. Landlord. Shall mean the legal owner that is leasing or renting their property.
22. Tenant. Shall mean the resident that is leasing or renting from the legal owner

## ARTICLE TWO

### Property Rights

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of Enjoyment (except as otherwise specified in Article Twelve, paragraph two (2)) in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Owners has been recorded.
2. Delegation of Use. Any Owner may designate his right of enjoyment to the Common Areas to the members of his family who reside with him, or to his tenants or contract purchasers who reside on his Lot. The rights and privileges of such delatee shall be subject to suspension in the same manner and to the same extent as those of the Owner.
3. Owner's Right Within Lot. An Owner shall not have the right to change the exterior appearance of his dwelling without the prior written consent of the Association. Notwithstanding the foregoing, an Owner is obligated to maintain the exterior of his dwelling in such a manner as will preserve the original appearance of the building. An Owner shall have the right to change coverings (including carpeting, tile, wallpaper, paint and so forth) of walls, floors, and ceilings of his Lot without the permission of the Association. Such coverings shall be the property of an Owner and may be removed by said Owner provided that such removal does not cause damage to the Common Areas.

## ARTICLE THREE

### Project Administration

1. Administration of Project. The Project shall be administered by the Association, acting by and through its Board of Directors, who shall be elected by either (1) a majority vote of all members eligible to vote; or (2) a majority vote of all members eligible to vote who appear personally or by proxy at a meeting, notice of which was sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The duties of the Board of Directors will be governed by the terms of this Third Restatement, and the articles of incorporation, the Rules and Regulations, and the by-laws of the Association. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, such duties and services as the Board of Directors shall direct, including, but not limited to, management of the Common Areas and the collection of and accounting for assessments made by the Association.
2. Rules and Regulations. The Association shall have the power to establish and enforce compliance with the Rules and Regulations and to amend the same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member promptly upon the adoption thereof. The Rules and Regulations may be amended by either (1) a majority vote of all

members eligible to vote; or (2) a majority vote of all members eligible to vote who appear personally or by proxy at a meeting, notice of which was sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

3. Common Utilities. The Association shall be responsible for the monthly payment of the common utility services that are provided to the Common Areas, specifically the water and electricity assessments. The Association shall prorate those costs to the Lot Owners. All such costs shall be a Common Expense.

## **ARTICLE FOUR**

### **Membership and Voting Rights**

1. Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot. If more than one person is the Owner of the Lot, such persons shall jointly hold one Association membership.

2. Class of Voters. The Association shall have one class of voting membership. Members be all the Owners, and shall be entitled to one vote for each Lot owned, except that where one dwelling and/or its appurtenant improvements is located on more than one Lot, such Owners shall be entitled to only one vote, and as such one Association membership.

3. Voting – Multiple Ownership. The vote attributable to and exercisable with a Lot shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Lot. 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, but no more than one vote per Lot shall be possible.

4. Suspension of Voting Rights. The voting rights of any member shall automatically be suspended during any period in which he shall be delinquent in the payment of any amount, expenses, fees or assessments due the Association.

## **ARTICLE FIVE**

### **Maintenance of Project**

1. Duties of Association. The Association shall have the responsibility of maintaining, repairing, replacing and otherwise keeping in a first-class condition all portions of the Common Areas of the Project, the front lawns of each Lot, and the sprinkler systems located in the front yards of each Lot. In addition, without charging the Owners or levying a special assessment against their Lots, the Association will continue to replace and/or repair deteriorating fences in the manner it has previously been replacing/repairing sections of deteriorating fence, until

January 1, 2010. On that date, fences adjacent to a Lot will be entirely the responsibility of the Owners of the Lots, as set forth in paragraph two (2) of this article.

2. Duties of Owners. An Owner shall be obligated to repair, replace and maintain in good repair and condition all structures, improvements, or items requiring maintenance within his Lot, including without limitation (a) the fixtures (as hereinafter defined) within his Lot; (b) the finished interior surfaces of the perimeter walls, ceilings, floors, doors and windows within his Lot; (c) the exterior facades within his Lot; (d) fences adjacent to his Lot, except as set forth in paragraph one (1) of this article; (e) all trees, bushes, shrubbery, flowers, and foliage within his Lot (e) all portions of his Lot not specifically required in this article to be maintained by the Association. No Owner shall disturb or relocate any utilities (as hereinafter defined) running through his lot nor shall any Owner do any act which will impair the structural soundness of the Building or impair any easement herein granted or reserved.

- a. Definition of Utilities. The term "Utilities" as used in this Article means the lines, wires, conduits or systems located within the walls of a Building, which are a part of the Common Areas.
- b. Definition of Fixtures. The term "Fixtures" as used in this Article means the fixtures and equipment within a Lot commencing at a point where they connect with the utilities.

3. Exterior Maintenance. In the event an owner of any Lot in the Tract shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the Lot and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE SIX

### Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned in the Tract, hereby previously covenanted, and each owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments and charges, (2) Special Assessments, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, 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 and reasonable attorney fees, 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 personal obligation for delinquent assessments shall pass to his successors in title.
2. Purpose of Assessments. The assessments levied by the Association shall be used

exclusively to promote the health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Area, and of the Lots situated upon the Project.

3. Annual Budget. Not less than thirty (30) days prior to the commencement of each fiscal year the Board of Directors shall establish an annual budget for such fiscal year, including therein all anticipated items of Common Expense together with a reasonable reserve for contingencies.

4. Annual Common Assessment. By the adoption of the annual budget by the Board of Directors there shall be established an annual Common Assessment for the payment of which each Owner shall be personally liable in the same percentage as his percentage ownership in the Common Areas. Each Owner shall pay his percentage share in even monthly installments of one-twelfth (1/12) thereof on the first day of each month during the fiscal year, on or before January 21 of each year. The first monthly installment, or pro rata portion thereof, of such annual Common Assessment shall be due and payable by an owner upon delivery of his deed to a lot. In addition, each Owner may be required to deposit and to maintain up to three (3) monthly installments of his share of the annual Common Assessment, for purchase of equipment or supplies and for working capital. Such advance payment shall not relieve an Owner from making the regular monthly payment. Upon the sale of his lot, and Owner shall be entitled to a credit from his grantor for any unused portion thereof. If the annual budget is not adopted as herein required, the previous fiscal year monthly payment shall continue to be due until such time as the annual budget for the current year is established, at which time the annual Common Assessment shall become retroactive to the commencement of such current fiscal year.

5. Maximum Annual Assessment. The maximum annual assessment shall be set at the time that the annual budget is established by either (1) a majority vote of all members eligible to vote; or (2) a majority vote of all members eligible to vote who appear personally or by proxy at a meeting, notice of which was sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The maximum annual assessment will be reflected in the by-laws or Rules and Regulations of the Association.

- a. The maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.
- b. The maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum except as otherwise provided in paragraph 5(b) hereof.

6. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, or repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. However, Special

Assessments for Capital Improvements must be authorized by a majority vote of members authorized to vote who are voting in person or by proxy at a meeting duly called for this purpose.

7. Notice and Quorum for Any Action Authorized Under Sections Five and Six. Written notice of any meeting called for the purpose of taking any action authorized under sections Five or Six of this article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) of all the votes of the total membership eligible to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the previous meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

8. Special Assessments. Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses. Such Special Assessments shall be due and payable to the Association upon demand. Provided, however, no Special Assessment shall be levied against an Owner until he shall be given the opportunity to present evidence on his behalf at a hearing, and no such hearing shall be held until such Owner shall have received at least ten (10) days written notice specifying the reason for the proposed Special Assessment and the exact time and place of the hearing.

9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum. Said assessment, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

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 on the Lot. Sale or transfer of any Lot shall not effect the assessment lien unless a foreclosure of a mortgage or equivalent is involved. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or payable from the lien thereof.

## ARTICLE SEVEN

### Insurance

1. Property Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy of insurance providing for fire and extended coverage, on all improvements in the Common Areas (except the personal property individually owned by one or more Owners) in an amount equal to the maximum insurable replacement value thereof,

affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use, including, by way of example, vandalism and malicious mischief. Such policy shall be issued in the name of the Association, as insured, with loss payable mortgagee, if any, who shall be beneficiaries thereof (even though not named therein) in the percentages of Common Area Ownership established as to each Lot. The proceeds of such policy shall be received by the Association and held in a separate account for distribution to the Owners and their mortgagees (subject to the provisions of this Third Restatement and the Association by-laws) as their interests may appear; provided, however, when repair or reconstruction of the Project shall be required as provided in Article VIII hereof, such proceeds shall be applied to such repair or reconstruction.

2. Public Liability and Property Damage. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms deemed appropriate by it. This coverage shall be issued in the name of the Association and shall include Owners in their capacity as members of the Association as additional insured and evidence thereof shall be furnished to each additional insured upon request. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damage, operation of automobiles on behalf of the Association and activities of the Association in connection with the operation, maintenance or use of the Common Areas.

3. Owner's Insurance. Each Owner, and not the Association, shall have responsibility of obtaining and keeping in full force and effect, at his sole expense, (a) standard fire and extended risk insurance on all improvements on the Owner's Lot(s), personal property and furnishings contained in his Lot or located on his respective Limited Common Areas, and on any improvements added to his lot or Lot by an Owner thereof; (b) broad form comprehensive liability coverage for his lot and Lot (which shall be in addition to and not in lieu of the comprehensive liability coverage required to be purchased by the Association); and (c) such other insurance as he may elect to purchase in addition to the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by Owners. Owners will provide certificates of insurance verifying compliance with this paragraph within 30 days of request by the Board.

4. Waiver of Subrogation. In the event of loss or damage to the Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor the Owners, their tenants, or members of their respective households.

5. Power of Attorney. Each Owner hereby irrevocably names, constitutes and appoints the Association as his true and lawful attorney-in-fact and for the purposes of maintaining such insurance policies. Without limiting the generality of the foregoing, the Association, as said attorney-in-fact, shall have full power and authority, in the name, place, and stead of such Owner, to purchase and maintain such insurance, to collect and remit the premiums thereof (which shall be considered Common Expenses) to collect the proceeds thereof, and to distribute the same to the Association, the Owners and their respective mortgagees (subject to the

provisions of this Third Restatement) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of the Association and such Owners as shall be necessary or convenient to accomplish the powers herein granted, and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Lot nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance, or use of the Project.

## ARTICLE EIGHT

### Party Walls

1. General Rules of Law to Apply. Each wall and foundation that is built as a part of the original construction of the homes upon the tract 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.
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.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, 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.
4. Weatherproofing. Notwithstanding any other provisions of this article, and Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against said elements.
5. Alterations. Each Owner acknowledges that the party walls belong to the adjoining Owners, and that said party walls shall not be altered or modified so as to impede the structural soundness of said party walls.
6. 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.
7. 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, and the decision shall be by a majority of all the arbitrators. However, if the parties agree, they may choose a single arbitrator to make the decision.

## ARTICLE NINE

### Mortgages

1. Notices. Any Owner who mortgages, causes liens thereon, or otherwise encumbers his lot shall furnish the Association the name and address of such mortgagee, lien holder, or encumbrance holder, and the Association shall maintain such information in a book called "Mortgages of Lots." The Association shall report to such mortgagee any unpaid assessments due from the Owner of such lot at the same time as the Association makes demand on the Owner thereof for payment of such assessment. Each mortgagee shall also be entitled to written notification from the Association of any other default by its Owner-mortgagor in the performance of such Owner's obligations under the terms and provisions of this Third Restatement which shall not have been cured within thirty (30) days after written notice to such Owner-mortgagor by the Association specifying such default.
2. Delinquent Assessments. A mortgagee may, but shall not be required to, pay any delinquent assessments due upon the mortgaged lot, and the amount of such payment shall be added to the mortgage indebtedness. Failure to pay any assessment when due and payable by an Owner-mortgagor shall constitute a default under the terms and provisions of the mortgage instrument, authorizing foreclosure of the lien created therein, at the option of the mortgagee.
3. Right to Examine. The mortgagee shall have the right to examine the books, insurance policies and records of the Association upon request and to require annual reports of the financial status of the Association.

## ARTICLE TEN

### Architectural Control

1. Creation of Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same 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 of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails 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 this Article will be deemed to have been fully complied with.

## ARTICLE ELEVEN

### Restrictions

1. Residential Use. Each dwelling on a Lot may be occupied and used by its Owner only as a private dwelling for the Owner, his family, tenants and social guests. c

2. Alterations. Notwithstanding the above, no Owner shall make structural alterations or modifications to improvements on his Lot, or to his dwelling or to any of the Common Areas or Limited Common Areas, including, but not limited to the erection of antennas, serials, awnings, the placement of any reflective or other materials in the windows of his dwelling or other exterior attachments and signs or other advertising devices without the written approval of the Association. The Association shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety or appearance of the Project.
3. Improper Activities. No immoral, improper, unlawful or offensive trade or activity shall be conducted on any Lot or upon the Common Areas, nor shall anything be done which may be or become an annoyance or nuisance to the Owners. No Owner shall store any dangerous explosives or inflammable materials either on his Lot or upon the Common Areas, or permit anything to be done or keep or permit to be kept on his Lot or on the Common Areas anything that will increase the rate of insurance on the Project.
4. Signs. No signs or other advertising devices shall be displayed which are visible from any Lot or on the Common Areas, including "For Sale" signs, except in conformity with the Rules and Regulations promulgated by the Board of Directors.
5. Use of Common Areas. The Common Areas shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Association, nor shall the Common Areas be used in any way for the drying, shaking or airing of clothes or other fabrics. Stairs, entrances, sidewalks, yards, driveways or parking areas shall not be obstructed in any way nor shall unauthorized person use them for other than their intended purposes. In general, no activities may be carried on nor condition maintained by any Owner either on his Lot or upon the Common Areas which despoils the appearance of the Project.
6. Pets. No animals shall be kept in the Project except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to become obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No more than one household pet may be kept on any Lot without written permission of the Association. The Association shall not be deemed under any circumstances to have given permission to violate any law in this respect. No pets shall be permitted to run loose upon the Common Areas, and any Owner who causes any animal to be brought upon the Project shall indemnify and hold harmless the Association and/or the Owners from and against any loss, damage, or liability which they may sustain as the result of the presence of such an animal on the premises, whether or not the Association has given its permission therefore.
7. Maximum Percentage of Rentals.<sup>2</sup> The number of units that may be leased or rented at

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<sup>2</sup> IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE DEVELOPMENT, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE PROJECT, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER

any given time shall not exceed NINE (9) which represents FIFTEEN (15) percent of the SIXTY units. All leases shall be subject to the terms of this Declaration whether or not stated therein.

- a. Transients. No Lot or Unit shall be rented or leased for hotel or transient purposes. Any lease or rental agreement for a period of less than one (1) year shall be deemed to be for transient purposes.
- b. Hardship. In the event that an Owner due to hardship, (such as: certifiable medical reasons, sabbatical leave, church service, government service, transfers for jobs, or other justifiable reasons), is unable to occupy his or her unit for a period in excess of four months, the Owner may choose to lease or rent the Lot by making application to the Board. Upon approval of the Board, the Owner may be granted an exception to the Leasing or Rental policy. The Board, in its sole discretion, may determine if a Hardship exemption shall be granted.
  - i. However, the exception shall be granted for a period not to exceed 36 months, and in no event shall more than three (3) Hardship exemptions, not including extensions, be given to an Owner.
  - ii. In the event an Owner has been granted a Hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such Hardship exemption, if such Owner wishes to request an extension thereof.
- c. Application for Rental Occupancy. Any owner who desires to rent his or her Lot shall submit an Application for Rental Occupancy to the Board. Approval is subject to maintaining an 85% Owner Occupancy Ratio. If the Association is below the set limits, the Association will send a written confirmation of approval within 30 days. Applications shall be considered on a first-come, first-served basis except that applications will be considered in the following order of priority, regardless of the date submitted:
  - i. Owners who own only one Lot and have occupied that lot for more than 5 years.
  - ii. Owners who own only one Lot and have occupied that lot for 2 to 5 years.
  - iii. Owners who own only one Lot and have occupied that lot for less than 2 years.
  - iv. Owners who own more than one Lot and occupy one of those Lots.
  - v. Owners who own only one Lot and do not occupy that Lot.
  - vi. Owners who own more than one Lot and do not occupy any of their Lots

The Board shall maintain a waiting list of Owner's names that desire to lease or rent their Lot. The Board will maintain an up to date written record of Lots rented to substantiate the Owner Occupant Ratio.
- d. Existing Rentals Grandfathered. All Lots rented at the time this Declaration is recorded may continue to be rented until the Lot is sold or otherwise transferred, regardless of the current Owner Occupancy ratio, until the earlier of the following (1)

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OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE NO OWNER SHALL BE ABLE TO LEASE HIS LOT OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

the Lot becomes Owner-Occupied (as defined below), or (2) the Lot is sold or otherwise transferred. To continue rental privileges after the currently rented Lot is sold or otherwise transferred, the unit owner must submit an Application for Rental Occupancy to the Board. Approval of the Application can only be granted if the total number of lease or rental Units is less than fifteen(15) percent of the total number of units.

- i. For purposes hereof, a Lot shall be deemed "Owner-Occupied" upon the occurrence of any one of the following: (1) the Owner or any member of his family occupies the Lot for a period of seven days or more; (2) Any person occupies the Lot with or without the consent of the Owner other than the lessee(s) under a lease complying with the terms of this Paragraph; or (3) The Owner fails to advise the Board of the execution of the Lease and provide a copy thereof to the Board pursuant to the terms hereof.
  - ii. To qualify for this privilege, an Owner renting a unit must submit a copy of the rental agreement and tenant application to the Board within 30 days of the date that Declaration is recorded.
  - iii. Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.
  - iv. An Owner in compliance with this Declaration may continue to lease his Lot even if the lessees change or the Lot remains unoccupied in between lease terms, provided the Lot does not become Owner-Occupied at any time after the recording of this Declaration. An Owner must comply with all the covenants and conditions of this Declaration to be able to lease his Lot.
  - v. A Lot which is being Leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be Leased until the heirs sell the Lot or it becomes Owner-Occupied. The Lease then in place shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.
- e. Additional Owner Responsibilities Re: Rentals. Any Owner permitted to lease or rent his or her Lot, according to this policy, must provide the tenant with a copy of this Declaration and the Rules and Regulations. Owners are required to provide the Board with a copy of the lease or rental agreement, showing: (a) the date of initiation, and (b) the date of termination of the agreement. Any failure by the lessee to comply with the terms of this Declaration shall be a default under the Lease. Owners with the right to lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Declaration. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against his lessee. Failure by an Owner to take legal action,

including the institution of proceedings in Unlawful Detainer and /or Eviction against the lessee in violation of this Declaration within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee.

f. Violation and Enforcement.

i. Fines. If an Owner fails to submit the required Application or rents after the Board has denied an Application, the Board may assess a fine of at least \$300.00 for each occurrence and at least \$20.00 a day against the Owner until the rental is terminated. The amount of the minimum fines may be increased via the By-Laws or Rules and Regulations. The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the Lot Owner-Occupied and terminate all further rights of the Owner to lease his Lot.

ii. Any expenses incurred by the Association in enforcing this Paragraph, including attorneys fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (1) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (2) to file suit to collect the amounts due and owing, or both. Each Owner hereby appoints the Association as its attorney in fact for the purposes of filing and prosecuting any proceeding in Unlawful Detainer/Eviction, that the Association elects to commence pursuant to the terms of this Paragraph.

g. Foreclosure. The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non judicial), and said Lots shall not be subject to this Paragraph.

8. Parking. Unless otherwise permitted by the Association, no automobile, boat, trailer or recreational vehicle, camper, truck or commercial vehicle shall be parked or left on any street or any part of the Project other than in any parking area designated by the Association for the parking and storage of such vehicles.

a. No automobile or vehicle may be parked or left on any street or parking area of the Project unless (i) it is properly licensed and registered; (ii) it is capable of moving under its own power; and (iii) it remains parked in the same place for no more than

twelve (12) continuous months at a time. However, parking by commercial vehicles for the purposes of making deliveries shall be permitted in accordance with Association rules.

- b. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on or within the Project.
- c. Except with the written consent of the Board after making written application to the Board no Owner shall park or allow his tenant(s) if any, to park a vehicle, boat, truck, trailer, camper, recreational vehicle, or automobile in the Common Area parking lot in the Project.
- d. Except with the written consent of the Board, no Owner shall park or allow his tenant(s) if any, to park more than one (1) vehicle, boat, truck, trailer, camper, recreational vehicle, or automobile in the Common Area parking lot in the Project. Owners and/or tenants will not be allowed to transfer any right they have to a parking space in the Common Area parking lot to another owner or tenant.
- e. The Common Area parking lot will not be used to store bicycles, equipment, auto parts, or any objects or materials other than automobiles, boats, trailers, campers, trucks or other vehicles ("other materials."). Upon thirty (30) days written notice to an Owner of default under this paragraph, if the Owner fails to remedy the default within said thirty (30) day period, the offending other materials may be removed by the Association without further notice, and such other materials may be disposed of by the Association by one of the following means: (i) donating said other materials to charity; (ii) selling said other materials and applying the proceeds of the sale to the cost of removal of said other materials and donating the remainder of the proceeds, if any, to charity; or (iii) considering the other materials to be garbage, and removing said other materials to a landfill or other waste disposal system. If the Association is required to bear any such expense initially to enforce this paragraph, said expense shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made.
- f. Upon thirty (30) days written notice to an Owner of default under this paragraph, if the Owner fails to remedy the default within said thirty (30) day period, the offending automobile, boat, trailer, camper, truck, or vehicle, may be removed by the Association without further notice, and may dispose of it in any way consistent with law. Owner will bear the expense of said removal, disposal and any associated storage. If the Association is required to bear any such expense initially to enforce this paragraph, said expense shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made.

## ARTICLE TWELVE

### Default

1. Definition. Failure to comply with any of the terms of this Third Restatement, the Articles of Incorporation or by-laws of the Association or the duly adopted Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief, which may include without limitation an action to recover sums due for damages and injunctive relief, or any combination thereof.

2. Remedies. In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishing of any privileges, utilities or other services (including without limitation the use of Common Areas, the use of common parking facilities not within the Owner's Lot, and any services to lawns, sprinkler systems, or fences referenced in Article Five, paragraph one (1)) to an Owner who is in default of his obligations to the Association or other Owners as set forth herein upon thirty (30) days written notice to such Owner and to any mortgagee of such Owner's Lot of its intent to do so.
3. Costs. In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorney's fees from such Owner.
4. No Waiver. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Third Restatement, the Articles of Incorporation or by-laws of the Association, or the Rules and Regulations, shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

## ARTICLE THIRTEEN

### General Provisions

1. Acceptance of Governing Rules. The Association, all present or future Owners, tenants or future tenants, or any other persons using the facilities of the Project are subject to and shall comply with this Third Restatement, the Articles of Incorporation and by-laws of the Association, and the Rules and Regulations, and the acquisition, occupancy or rental of a Lot shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (a) this Third Restatement; (b) the Articles of Incorporation; (c) the by-laws of the Association; and (d) the Rules and Regulations.
2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Third Restatement. Failure by the Association or by any Owner to enforce any covenant or restriction herein shall in no way be deemed a waiver of the right to do so hereafter. All charges incurred by the Association in enforcing these covenants and restrictions (including court costs and reasonable attorney's fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and such charge shall constitute a lien against the Lot.
3. Delivery of Notices. All notices or other documents required herein to be delivered by the Association or Owners may be delivered either personally or by mail.

- a. If delivered personally, the same shall be deemed to have been delivered when actually received by the Owner or when affixed the front door of his Lot.
- b. If mailed, same shall be deemed delivered when deposited in the United States mail addressed to the Owner at his last known address as it appears on the records of the Association with the postage thereon prepaid.
- c. The Owners shall keep the Association apprised of their current telephone number and, if they reside elsewhere than a Lot they own, their current address. If an Owner fails to do so, then if a notice or other document is mailed, the same shall be deemed delivered when deposited in the United States mail addressed to address of the Owner's Lot, with the postage thereon prepaid.
- d. If the Owner(s) are not residing on their Lots, the Owners shall also keep the Association apprised of the names and current telephone numbers or additional contact information of their tenants or other non-Owner residents.
- e. For purposes of Article 11, Paragraph 8 (Parking), notice will be deemed properly given if it is affixed to the automobile, truck, vehicle, boat, or trailer in question. However, a good faith effort will also be made to deliver notice personally or by mail if the owner vehicle, trailer or boat in question is known.

4. Severability. If any of the provisions of the Third Restatement or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not effect the validity of the remainder of this Third Restatement, and the application of any provisions, paragraph, sentence, clause, phrase or work in any other circumstances shall not be effected thereby.

5. Amendment. Lot owners shall have the right to amend this Third Restatement as set forth herein. Amendments of a material nature must be agreed to by Lot Owners representing at least sixty seven percent (67%) of the total members of the Association who are eligible to vote. For purposes of this paragraph, a change to any of the following shall be considered material:

- a. Voting rights;
- b. Assessments beyond the limitations set forth herein, assessment liens or subordination of assessment liens;
- c. Reserves for maintenance, repair and replacement of Common Areas;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interest in Common Areas or Limited Common Areas, or rights to their use;
- f. Boundaries of any Lot;
- g. Convertibility of Lots in the Common Areas or visa versa;
- h. Expansion or contraction of the Project for the addition, annexation or withdrawal of property to or from the Project;
- i. A decision by the Association to establish self management when professional management has been required previously by an eligible mortgage holder;
- j. Restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in the Project documents;

- k. Any action to terminate the legal status of the Project after substantial destruction of condemnation occurs; or any provision or provisions that expressly benefit mortgage holders, insurers or guarantors.
- l. Rental and maximum rental policies.

In addition, an amendment to the Project documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

- 6. Paragraph Titles. Paragraph titles are used in this Third Restatement for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

EXHIBIT 1

Consent to Amendment

The Undersigned, Owners of Units within the Main Street Planned Unit Development (Hanover Drive Association), hereby execute this Exhibit, acknowledging consent to the execution and recordation of this Third Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development (Hanover Drive Association):

<u>Name</u>	<u>Address or Lots Owned</u>
1. <del>Michael Gule</del>	728 Hanover
2. <del>Erin Go</del>	728 Hanover
3. Barbara Hoag	53 Hanover Dr
4. James Hoag	53 Hanover Dr.
5. <del>Ruth Peterson</del>	129 Hanover Dr.
6. Elisabeth Willen	65 Hanover Dr.
7. Scott Williams (by Elisabeth Williams)	65 Hanover Dr.
8. Milton G. Willen	93 Hanover Dr.
9. Brea Willen	93 Hanover Dr.
10. Heather Jowng	101 Hanover
11. <del>Samuel</del>	126 Hanover Dr.
12. Stacy Loth Scholtz (by Derin Loth)	743 Hanover Dr
13. Valerie Egan	121 Hanover
14. Patricia Wren	738 Hanover Dr
15. Doreen Smith	738 Hanover Dr.
16. Shelby Smith - by Doreen Smith	69 Hanover Dr.
17. <del>John H. Hunsley</del>	
18.	
19.	
20.	

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<u>Name</u>	<u>Address or Lots Owned</u>
1. <i>NATHAN</i>	65 E Hanover
2. <i>Irma Rojas</i>	742 Hanover Dr.
3. <i>Gilberto Kuber, Sr.</i>	745 HANOVER DR.
4. <i>Amelia Benitez</i>	720 S Hanover Dr
5. <i>Lucy Love</i>	62 E Hanover Dr
6. <i>Mike Tennyson</i>	718 Hanover Dr.
7. <i>David KEBBIA</i>	47 E. HANOVER DR.
8. <i>Adel Pelaez</i>	47 E Hanover Dr.
9. <i>J. Rojas</i>	744 Hanover Dr.
10. <i>A. Lopez</i>	88 E. Hanover Dr.
11. <i>Alma Lema (Kiddin)</i>	124 Hanover
12. <i>MARIO RIVERA</i>	727 Hanover
13. <i>Fabara Rivera</i>	727 "
14. <i>[Signature]</i>	750 "
15. <i>[Signature]</i>	61 E HANOVER DR.
16. <i>Bucaly Antos</i>	741 S. Hanover
17. <i>Michael Santos by Bucaly Antos</i>	741 S. Hanover
18.	
19.	
20.	

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<u>Name</u>	<u>Address or Lots Owned</u>
1. <i>Marilyn Clark</i>	82 E. Hanover
2. <i>Theresa Lee</i>	129. Hanover
3. <i>Marilyn Okamura</i>	744 Hanover
4. <i>Elise Bawer</i>	55 E. Hanover
5. <i>Deanna Carpenter</i>	119 E Hanover
6. <i>Karin Klingler</i>	105 E. Hanover
7. <i>Cecilia Graham</i>	89 Hanover
8. <i>Jolly W. Graham</i>	49 E. Hanover
9. <i>July Hallmark</i>	118 E. Hanover
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	<u>Name</u>	<u>Address or Lots Owned</u>
1.	Rebecca Cooper	731
2.	Janice Vick (BY PHONE)	58
3.	<del>Stephen Cooper</del>	748
4.	<del>[Signature]</del>	68
5.	<del>[Signature]</del>	739
6.	High Lambert	57
7.		
8.		
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	<u>Name</u>	<u>Address or Lots Owned</u>
1.		125 E Hanover
2.		125
3.		
4.		
5.		
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7.		
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16.		
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18.		
19.		
20.		

Steven Mills  
3023 Pemberly Dr. Apt. 3  
West Lafayette, IN 47906



**EXHIBIT 1**

Consent to Amendment

The Undersigned, Owner(s) of Units within the Main Street Planned Unit Development (Hanover Drive Association), hereby execute this Exhibit, acknowledging consent to the execution and recordation of those portions of this Third Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development (Hanover Drive Association), indicated below:

I consent to:

Article 5, paragraphs 1 and 2	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<u>DR</u> initials
Article 7, paragraphs 1 and 3	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
Article 11, paragraph 7	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
Article 11, paragraph 8	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
Article 12, paragraph 2	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
Article 13, paragraph 3	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
Article 13, paragraph 5(1)	<input type="checkbox"/> yes	<input type="checkbox"/> no	_____ initials
I do not consent to the following paragraphs:  Article _____, paragraph(s) _____. Article _____, paragraph(s) _____.	I do not consent: _____ initials		

Except as to those portions I marked "no" or "I do not consent" above, I consent to the rest and remainder of the Third Restatement.

Deanna Rowen 1/21/08  
 Name Date Address or Lots Owned.  
 Deanna Rowen 1-21-08 736 S. Hanover





**EXHIBIT 1**

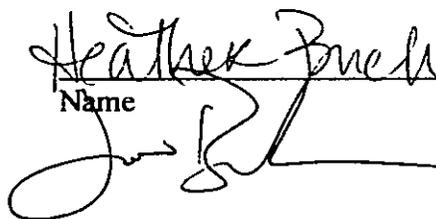
**Consent to Amendment**

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I consent to:

Article 5, paragraphs 1 and 2	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	HJB initials
Article 7, paragraphs 1 and 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
Article 11, paragraph 7	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
Article 11, paragraph 8	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
Article 12, paragraph 2	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
Article 13, paragraph 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
Article 13, paragraph 5(1)	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	HJB initials
I do not consent to the following paragraphs:  Article ____, paragraph(s) _____. Article ____, paragraph(s) _____.	I do not consent: _____ initials	

Except as to those portions I marked "no" or "I do not consent" above, I consent to the rest and remainder of the Third Restatement.

  
 Name \_\_\_\_\_ Date 1/5/08

74 Hanover  
 Address or Lots Owned.

**EXHIBIT 1**

ENT 53702:2008 PG 30 of 33

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I consent to:

Article 5, paragraphs 1 and 2	% <input checked="" type="radio"/> yes % <input type="radio"/> no initials SA
Article 7, paragraphs 1 and 3	% <input type="radio"/> yes % <input checked="" type="radio"/> no initials SA
Article 11, paragraph 7	% <input type="radio"/> yes % <input checked="" type="radio"/> no initials SA
Article 11, paragraph 8	% <input checked="" type="radio"/> yes % <input type="radio"/> no initials SA
Article 12, paragraph 2	% <input checked="" type="radio"/> yes % <input type="radio"/> no initials SA
Article 13, paragraph 3	% <input checked="" type="radio"/> yes % <input type="radio"/> no initials SA
Article 13, paragraph 5(1)	% <input type="radio"/> yes % <input checked="" type="radio"/> no initials SA
I do not consent to the following paragraphs: A7:1+3, 11:7, 13:5, Article, paragraph(s). Article, paragraph(s).	I do not consent: initials

Except as to those portions I marked "no" or "I do not consent" above, I consent to the rest and remainder of the Third Restatement.

11 SA

Name Date Address or Lots Owned.

Scotty Halls

442W 1100th

02EMUT 84057

801-372-6002

801-225-0002

ScottyHalls146@aol.com

**EXHIBIT 1**

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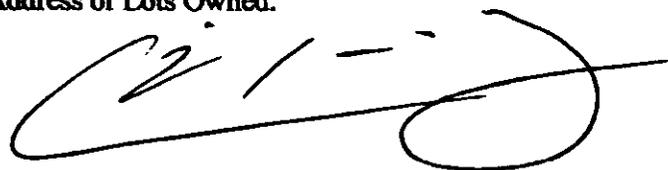
I consent to:

Article 5, paragraphs 1 and 2	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
Article 7, paragraphs 1 and 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
Article 11, paragraph 7	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
Article 11, paragraph 8	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	J initials
Article 12, paragraph 2	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
Article 13, paragraph 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
Article 13, paragraph 5(1)	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	J initials
I do not consent to the following paragraphs:		
Article <u>11</u> , paragraph(s) <u>8</u>	I do not consent:	J initials
Article _____, paragraph(s) _____		

Except as to those portions I marked "no" or "I do not consent" above, I consent to the rest and remainder of the Third Restatement.

CHRISTIAN JENNI 2/22/08 94

Name      Date      Address or Lots Owned.



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I consent to:

Article 5, paragraphs 1 and 2	<input checked="" type="checkbox"/> yes <input checked="" type="checkbox"/> no _____ initials
Article 7, paragraphs 1 and 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no _____ initials
Article 11, paragraph 7	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no <u>SR</u> initials
Article 11, paragraph 8	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no _____ initials
Article 12, paragraph 2	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no _____ initials
Article 13, paragraph 3	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no _____ initials
Article 13, paragraph 5(1)	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no <u>SR</u> initials
I do not consent to the following paragraphs: Article <u>5</u> , paragraph(s) <u>2</u> . Article _____, paragraph(s) _____.	I do not consent: <u>SR</u> initials

Except as to those portions I marked "no" or "I do not consent" above, I consent to the rest and remainder of the Third Restatement.

Alexander P. [Signature] 5/3/10  
Name Date

716  
Address or Lots Owned.

