

AMENDMENT TO DECLARATION OF PARK LANE ESTATES PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Whereas, the Declaration of Park Lane Estates Protective Covenants, Conditions and Restrictions (herein "CC&R's") was filed of record with the Utah County Recorders Office on May 6, 1976 as Entry No. 10631, in Book 1474, at Pages 586-591;

Whereas, the CC&R's applied to:

Lots 4, 5, 6, 7, 8, 9 and 10, Section A, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 17, 18, 19, 20, 21, 22, 32, and 34, Section B, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 33, 35, 36, 41, and 42, Section C, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 11, 12, 14, 15, 16, 24, 25, 26, 27, 28, 30, 31 Section D, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 1, 2, 3, 43, 44, 45, 46, 47, 48, 49, and 50, Section E, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 37, 38, 39, and 40, Section F, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Lots 23 and 29, Section G, Park Lane Estates Planned Dwelling Group, as the same is recorded in the office of the Utah County Recorder, State of Utah;

Commencing at a point located South 0 Deg. 16' West 111.00 feet from the Northeast corner of Lot 23, Plat "g", Park Lane Estates Planned Dwelling Group, Orem, Utah; thence South 1 Deg. 16' East 106.76 feet; thence West 12.42 feet; thence along the arc of a 365.00 foot radius curve to the left 30.36 feet (chord bearing and distance of said curve being South 87 Deg. 37' 02" West 30.35 feet); thence North 58 Deg. 39' 16" West 32.00 feet; thence along the arc of a 15.00 foot radius curve to the right 15.35 feet (chord bearing and distance of said curve being North 29 Deg. 19' 38" West 14.69 feet); thence North 76.71 feet; thence North 88 Deg. 44' East 75.34 feet to the point of beginning (Parcel No. 49:024:0002); and,

All common properties, roads, walkways and all property except lots contained in Park Lane Estates Planned Dwelling Group, Sections, A, B, C, D, E, F, and G.

Whereas, 75% of the Property Owners subject to the CC&R's now desire to amend the CC&R's in accordance with P29, Section: Amendment of the CC&R's set forth on page 7 thereof.

Now therefore, the Declaration of Park Lane Estates Protective Covenants, Conditions and Restrictions are hereby amended as follows:

1. Article III, Paragraph 5 shall hereafter read as follows:

"A member shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members. The vote for

such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot."

2. Article IV, Paragraph 6, Section 1: Members Easements of Enjoyment, Subsection (f) shall hereafter read as follows:

"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 signed by members entitled to cast two-thirds (2/3) of the votes of the membership, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 15 days nor more than 60 days in advance of any vote."

3. Article V: Covenant for Maintenance Assessments, Section 1, Creation of the Lien and Personal Obligation of Assessments, Paragraph 11 shall hereafter read as follows:

"The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's 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 shall not pass to his successors in title unless expressly assumed by them, except as being a lien on the property which was transferred or conveyed."

4. Article V: Covenant for Maintenance Assessments, Section 19, Section 9: Effect of Nonpayment of Assessments: Remedies of the Association shall hereafter read as follows:

"Any assessments which are not paid when due will be delinquent. Assessments shall be due and payable on a monthly basis, on the first day of each month, in an amount calculated and approved by the Board or Directors. If the assessment is not paid within forty-five (45) days after the due date, the assessment shall be considered delinquent and shall bear interest from that date at the rate of prime plus nine percent (9%) per annum, calculated at the commencement of the Associations fiscal year, or the calendar year, which shall be one in the same. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. The Association, through its Board of Directors shall be empowered to hire or retain legal counsel, collection agencies or such other parties as it deems reasonably necessary to recover unpaid and delinquent assessments. The association may recover from a delinquent homeowner the reasonable fees and expense, including but not limited to attorney's fees, reasonably incurred in recovering unpaid assessments. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot."

5. Article V: Covenant for Maintenance Assessments, P20 Section 10: Subordination of the Lien to Mortgages shall hereafter read as follows:

"The lien of any assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages so long as such mortgage is filed of record with the Utah County Recorder prior to the filing of the assessment lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure

thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.”

6. Article V: Covenant for Maintenance Assessments, P17 Section 7: Date of Commencement of Annual Assessments: Due Dates shall hereafter read as follows:

“The Board of Directors of the Association shall fix the amount of the annual assessment against each lot for the following year at the annual meeting of the Board of Directors. Written notice of the annual assessment shall be sent to every owner subject thereto. Owners shall pay annual assessments in monthly installments, although Owners shall be entitled to pre-pay fixed assessments if they so choose. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.”

7. The following new language shall be added to the CC&R's

ARTICLE XI. DUTIES AND POWERS OF THE ASSOCIATION BOARD OF DIRECTORS

Section 1. General Duties and Powers of the Association Board of Directors. The members of the Association shall elect a Board of Directors in a manner consistent with the Association's Bylaws. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association, through its Board of Directors shall:

- (a) acquire, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired by the Association;
- (b) pay any real and personal property taxes and other charges assessed against the Common Area unless the same are separately assessed to the Owners;
- (c) obtain, for the benefit of the Common Area, all water, gas and electric, refuse collections and other services, if any;
- (d) grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Properties;
- (e) contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members;
- (f) delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
- (g) establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- (h) have the duty to maintain architectural control over the Properties and appoint the architectural committee in connection therewith, pursuant to the Article hereof entitled “Architectural Control”;
- (i) have the power of entry upon any Lot where necessary in connection with inspection, construction, maintenance or repair for the benefit of the Common Area, or the Owners;

- (j) acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Area, the administration of the affairs of the Association or for the benefit of the members;
- (o) set and collect assessment from Lot owners, including all actions set forth herein;
- (p) require compliance the provisions of this Declaration, the Articles of Incorporation and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the Bylaws and as otherwise adopted by the Association;

Section 2. Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area, architectural control, landscape and Unit upkeep and maintenance; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

Section 3. Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws, provided, however, no such delegation, whether to a professional management company, the architectural committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

8. Article V: Covenant for Maintenance Assessments, P16 Section 6: Quorum for any Action Authorized under Section 4 Special Assessments for Capital Improvements shall hereafter read as follows:

"At the first meeting called as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. For example, upon a second attempt to constitute a quorum the presence of members or proxies entitled to cast thirty percent (30%) of all votes which may be cast shall be required. Upon a third attempt to constitute a quorum the presence of members or proxies entitled to cast fifteen percent (15%) of all votes which may be cast shall be required. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting. This same procedure shall apply at all such other times as a quorum of members may be called for or authorized expressly or implicitly by this Declaration or any amendment hereto."

THE PROPERTY Owners subject to the CC&R's hereby adopt these amendments to the Declaration of Park Lane Estates Protective Covenants, Conditions and Restrictions effective this 6 day of July, 2007.

Lot 4, Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


K. HOWARD KEMPTON


SHERYL C. KEMPTON

Lot 5, Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

THERESA R. MAHNKEN

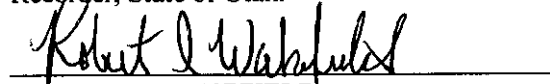
WENDY M. COTTRELL

Lot 6 Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

RODNEY R. LARSEN

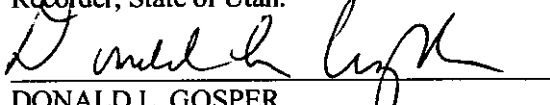

MARJA L. LARSEN

Lot 7 Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


ROBERT I. WAKEFIELD



GLYDIE A. WAKEFIELD

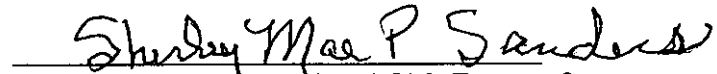
Lot 8, Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


DONALD L. GOSPER



JEAN L. GOSPER

Lots 9 and 10, Section A, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


LYNN M. SANDERS, Trustee of the Lynn and Shirley Family Trust U/A/D, dated February 18, 2000

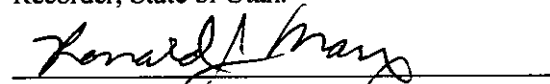

SHIRLEY MAE P. SANDERS, Trustee of Lynn and Shirley Family Trust U/A/D, dated February 18, 2000

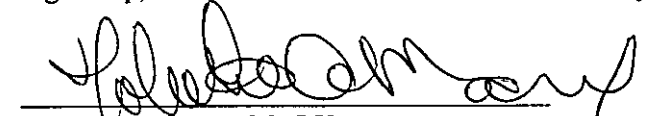
Lot 17, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


PAUL N. HYDE



PATRICIA L. HYDE

Lot 18, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


RONALD J. MARX


TABITHA A. MARX

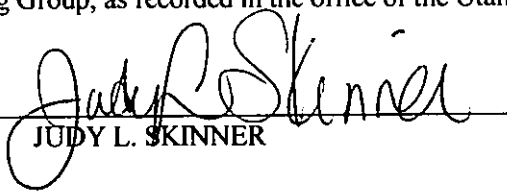
Lot 35, Section C, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 WALTER RAYMOND WEST, Trustee
 Under trust agreement dated November 3
 1992, for the benefit of Walter Raymond
 West and Carol Romish West

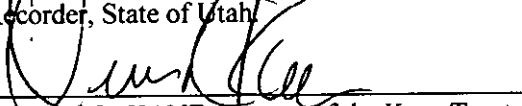
Deceased
 CAROL ROMISH WEST, Trustee
 Under trust agreement dated November 3
 1992, for the benefit of Walter Raymond
 West and Carol Romish West

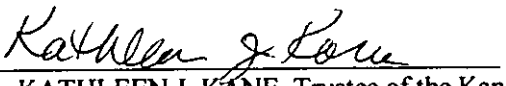
Lot 36, Section C, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 DAVID R. SKINNER



 JUDY L. SKINNER


Lot 41, Section C, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 DENNIS L. KANE, Trustee of the Kane Trust
 Dated May 19, 1995


 KATHLEEN J. KANE, Trustee of the Kane
 Trust Dated May 19, 1995

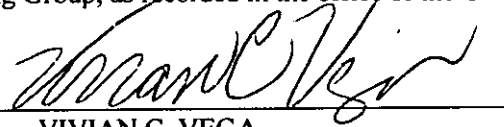
Lot 42, Section C, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 RONALD J. CLARK, Trustee of the
 Clark Family Revocable Trust


 KATHLEEN P. CLARK, Trustee of the
 Clark Family Revocable Trust


Lot 11, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 ALCIDES R. VEGA


 VIVIAN C. VEGA

Lot 12, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 LOIS STANLEY CARR, Trustee under the
 L & M Trust, Dated March 15, 1991

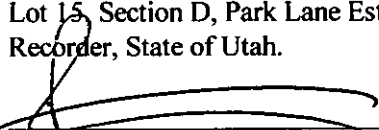

 MARIA ANGELICA CARR, Trustee under
 the L & M Trust, Dated March 15, 1991

Lot 14, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


 VAUGHN E. MYERS


 DARLENE R. MYERS

Lot 15, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


ROBERT S. WISEMAN


LESLIE S. WISEMAN

Lot 16, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


DAVID C. DOLLAHITE



MARY K. DOLLAHITE

Lot 24, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


GEORGE K. CUNNINGHAM

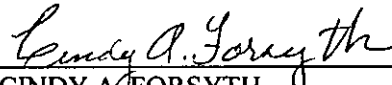

JANE M. CUNNINGHAM

Lot 25, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

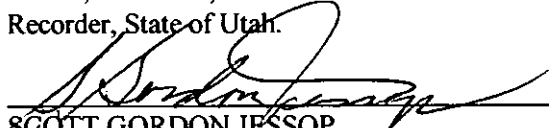

PETER MILLER

Lot 26, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

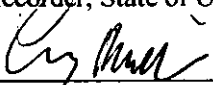

DONALD W. FORSYTH

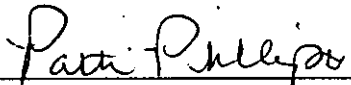

CINDY A. FORSYTH

Lot 27, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

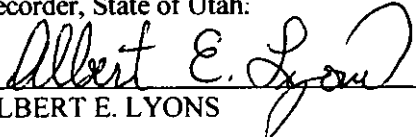

SCOTT GORDON JESSOP

Lot 28, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


CRAIG PHILLIPS


PATTI PHILLIPS

Lot 30, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


ALBERT E. LYONS

Lot 31, Section D, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

Deceased
WILLIAM F. WHITE, Trustee of the William F. White and Betty J. White Revocable Living Trust Agreement

Betty White by Marie Solay
BETTY J. WHITE, Trustee of the William F. White and Betty J. White 1982 Revocable Living Trust Agreement

Lot 1, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

TERESA ANN WEBB

Lot 2, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

LORENZO O. GALARZA

MABEL N. GALARZA

Lot 3, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

GARY MASON

TERESA MASON

Lot 43, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

ARDA HARMAN by David A. Harman
ARDA HARMAN, Trustee of the Arda C. Harman Trust

David A. Harman
IT REUSTEY

Lot 44, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

R. Victor Sorensen
R. VICTOR SORENSEN

Lynda Cottam Sorensen
LYNDA COTTAM SORENSEN

Lot 45, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


J. D. Gritton
JAMES GRITTON, Trustee of the Gritton Family Trust Dated May 22, 2000

Julie Gritton
JULIE GRITTON, Trustee of the Gritton Family Trust Dated May 22, 2000

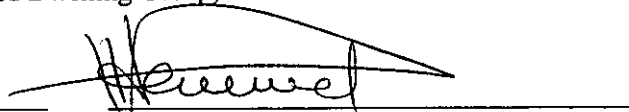
Lot 19, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

PATRICIA O. MCRAE

Lot 20, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.



BENJAMIN J. HENWOOD



PATTI L. HENWOOD

Lot 21, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

WESLEY JEAN REAM, Trustee of the W&J Ream Trust dated 12th day of June, 1990

JERALYN B. REAM, Trustee of the W&J Ream Trust dated 12th day of June 1990

Lot 22, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

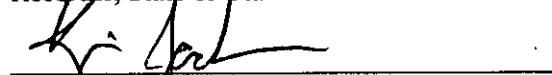


RICHARD ROBERTS



PATRICIA ROBERTS

Lot 32, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.




KIM JACKSON

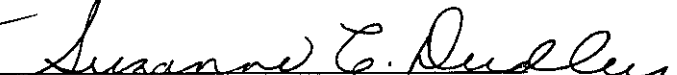


RUTH JACKSON

Lot 34, Section B, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

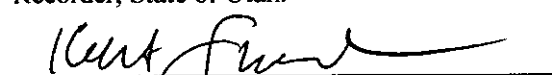


ROGER D. DUDLEY, Trustee of the Suzanne C. Dudley and Roger D. Dudley Marital and Family Trust, under agreement Dated the 26th day of August, 1993




SUZANNE C. DUDLEY, Trustee of the Suzanne C. Dudley and Roger D. Dudley Marital and Family Trust, under agreement Dated the 26th day of August, 1993

Lot 33, Section C, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

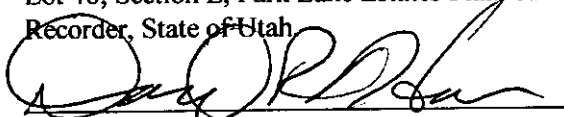


KENT SUNDBERG



ELIZABETH SUNDBERG

Lot 46, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah

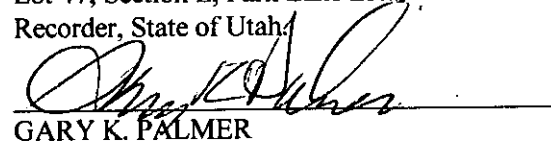


DAVID R. HARMAN, Trustee of the David R. Harman Trust and Trustee of the Karen R. Harman Trust



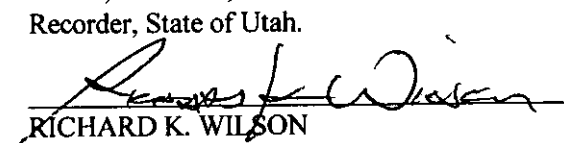
KAREN R. HARMAN, Trustee of the David R. Harman Trust and Trustee of the Karen R. Harman Trust

Lot 47, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah


GARY K. PALMER


SHIRLEY B. PALMER

Lot 48, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

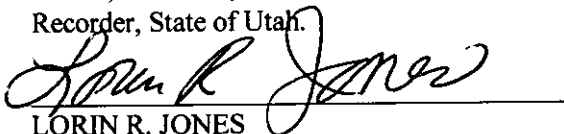

RICHARD K. WILSON


SHELLEY D. WILSON

Lot 49, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

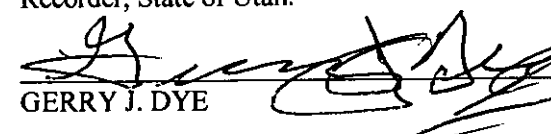
PERLA E. FERRON

Lot 50, Section E, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


LORIN R. JONES

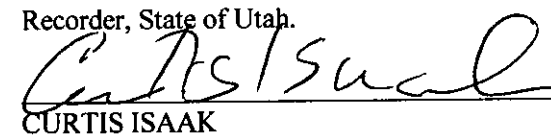

LAURA F. JONES

Lot 37, Section F, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


GERRY J. DYE


MARG DYE

Lot 38, Section F, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.


CURTIS ISAAK


KATHRYN ISAAK

Lot 39, Section F, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

Deceased
JOSEPH IRVIN. WISEMAN, Trustee of the Irvin and Marian Wiseman Family Trust, Dated 1st February, 1995

Marian Patrick Wiseman
MARIAN PATRICK WISEMAN, Trustee of the Irvin and Marian Wiseman Family Trust, Dated 1st February, 1995

Lot 40, Section F, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

DAVID O. LYNN, Trustee of the David & Sharon Lynn Trust, dated November 24, 2003

SHARON O. LYNN, Trustee of the David & Sharon Lynn Trust, dated November 24, 2003

Lot 23, Section G, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

RONALD EARL HALL, Trustee of the Ronald and Helen Hall Family Living Trust Dated 21 Nov. 2002

HELEN M. HALL, Trustee of the Ronald and Helen Hall Family Living Trust Dated 21 Nov. 2002

Lot 29, Section G, Park Lane Estates Planned Dwelling Group, as recorded in the office of the Utah County Recorder, State of Utah.

Commencing at a point located South 0 Deg. 16' West 111.00 feet from the Northeast corner of Lot 23, Plat "g", Park Lane Estates Planned Dwelling Group, Orem, Utah; thence South 1 Deg. 16' East 106.76 feet; thence West 12.42 feet; thence along the arc of a 365.00 foot radius curve to the left 30.36 feet (chord bearing and distance of said curve being South 87 Deg. 37' 02" West 30.35 feet); thence North 58 Deg. 39' 16" West 32.00 feet; thence along the arc of a 15.00 foot radius curve to the right 15.35 feet (chord bearing and distance of said curve being North 29 Deg. 19' 38" West 14.69 feet); thence North 76.71 feet; thence North 88 Deg. 44' East 75.34 feet to the point of beginning (Parcel No. 49:024:0002)

JOSEPH R. WATKINS

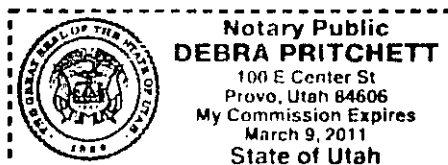
KAREN A. WATKINS

The CC&R's and all prior amendments thereto shall remain in full force and effect except as modified by this amendment.

Dated this day, July 6, 2007

Ruth Jackson; president

State of Utah
County of Utah
Subscribed and sworn to (or affirmed) before me
this 6 day of July, 2007.
by Ruth Jackson
Debra Pritchett
Notary Public



Declaration of Park Lane Estates
Protective Covenants, Conditions and Restrictions

Note: For easy reference, this is an updated word document.

This declaration, made on December 15, 1972 by NOVAD PROPERTIES, INC., A UTAH CORPORATION, HEREINAFTER REFERRED to as DECLARANT.

WITNESSETH:

Whereas, NOVAD Properties, Inc. is the owner or the majority stockholder in the PARK LANE ESTATES HOME OWNERS ASSOCIATION holding fee title or Association interest in that certain property developed as a PLANNED DWELLING GROUP in Orem, County of Utah, State of Utah, which is more particularly described as follows, to wit:

Commencing at the intersection of a fence line with the North boundary of 2000 South Street, Orem, Utah, said point being located East along the Section line 199.57 feet and North 20.05 feet from the Southwest corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 1° 19' West along a fence line 1085.06 feet; thence North 89° 36' East along a fence line 526.00 feet; thence South 1° 16' East along a fence line 1091.00 feet; thence North 89° 45' West along the North boundary of said 2000 South Street 525.50 feet to the point of beginning. Area 13.13 Acres.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, conditions, and restrictions (CC & R) shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit and limit of each owner and all future owners thereof.

ARTICLE I: DEFINITIONS

Note: The original order of the section numbers have been changed so the terms and definitions are listed in alphabetical order.

Section 1: "Association" shall mean and refer to Park Lane Estates Home Owners Association, a non-profit corporation, its successors and assigns.

Section 2: "Capital Improvements" shall include, but is not limited to, streets water systems, sewer system, and water meters.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4: "Declarant" shall mean and refer to NOVAD Properties, Inc., through its officers, present and future.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7: "Owner" shall mean and refer to the recorded owner, whether one of more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8: "Properties" shall mean and refer to that certain real property hereinbefore described as being within the jurisdiction of the Association.

Section 9: "Tract Property" shall be considered in two classifications, namely, individual dwelling units and Common Area. Individual dwelling units shall conform to the basic overall plan for the Properties in that all dwellings shall be single family dwellings different in design from each other dwelling.

ARTICLE II: MEMBERSHIP

Every person or entity who is a recorded owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment of the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

ARTICLE III: VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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 he holds the interest required for membership by Article II, provided that as the developer, herein called declarant, he shall make conveyances of lots to individual purchasers in connection with the development of the planned dwelling group. The membership and voting rights of the declarant as to each of said lots transferred shall cease and be converted to Class A membership.

ARTICLE IV: PROPERTY RIGHTS

Section 1: Members Easements of Enjoyment. Every member shall have right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guest or members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of Orem City, a municipal corporation to inspect and perform maintenance on the Common Area and charge back said maintenance to the members, if and only if the Association does not perform maintenance in accordance with the maintenance practices of Orem City in the care of its parks.
- (d) the right of the Association in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, subject to rights of such mortgages in said properties being subordinate to the rights of the Homeowners hereunder;
- (e) the right of the Association to suspend the voting rights and the right to use the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 180 days for any infraction of its published rules and regulations; and

(f) 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 signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 15 days nor more than 60 days in advance.

Section 2: Delegation of Use. Any member may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Title to the Common Area. The declarant has conveyed fee simple title to the Common Area to Park Lane Home Owners Association as part of the recording of Planned Dwelling Group plats.

Section 4: Right of Inspection of Orem City. Orem City shall have the right at any time it sees fit to inspect any part or portion or thing connected in any way with any street, water system, sewer system, and Common Area in the Park Lane Estates.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association, except as hereinafter described: (1) annual assessments or charges, and (2) special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's 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 shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose for Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to any owner, the maximum annual assessment shall be fifteen dollars (\$15.00) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conformance with the appropriate expenditure record of the previous year adjusted in accordance with expected expenditures for the following year. After consideration of current Maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount sufficient to fulfill the needs of the Association.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association also may levy in any year, a special assessment

applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for his purpose, written notice of which shall be sent to all members not less than 15 days, nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6: Quorum for any Action Authorized under Section 4 Special Assessments for Capital Improvements. At the first meeting called as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on January 1, 1972. The amount of the first annual assessment shall be \$6.00 per lot which shall be due on or before December 31, 1972. The amount of the second annual assessment shall be \$12.00 for the year of 1973 and shall be due for each lot on or before June 1, 1973.

The Board of Directors shall fix the amount of the annual assessment against each lot at the annual meeting of the Board of Directors for the following year. Written notice of the annual assessment shall be sent to every owner subject thereto. **The due date will be on or before June 1 of each year for the annual assessment for that year.** The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Orem City's Enforcement of Maintenance. In consideration of the approval of the Park Lane Estates by Orem City Corporation, the declarant hereby obligates the lands that are located within the Park Lane Estates as follows:

In the event the Association or its agents do not maintain the streets, or water system, or sewer system then in that event, Orem City may provide said maintenance, and shall have the right each time there is a failure to so maintain, to file a lien on the lots in Park Lane Estates at a uniform amount per lot, and if said lien is not paid within 30 days after the date of filing of the lien, then Orem City may foreclose the same.

Section 9: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due will be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees for any such action shall be added to the

amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of the three (3) members of the Board of Directors who are also members of the Board of Directors of the Declarant.

In the event said committee, fails to approve or disapprove such plans and 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 shall be deemed to have been fully complied with.

After the initial development stage of the properties is complete, the Board of Directors may appoint any three people to serve as the architectural committee. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

New Building and Procedure. To maintain a degree of protection to the investment which home owners in this development may make, of homes and property structures of superior design are requisite. No two homes in the development may resemble each other in external appearance or overall design. The drawings which must be submitted to the committee for approval shall include as a minimum the following:

1. Plot plan to scale of the entire site with buildings and other improvements located with dimensions given to all property lines.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house showing the elevation of the floors above or below a designated point on the street.
4. Outline specifications giving a description of all materials to be used on the exterior of the building.

An owner whose plans are rejected shall meet with the committee at the committee's invitation where he shall be informed of the nature of the cause of action so that he can take steps toward obtaining approval of his plans.

Finally, the committee has the authority to judge buildings, materials, fences, plantings, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the

property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the committee shall be final.

ARTICLE VIII: EXTERIOR MAINTENANCE

In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after the approval by two-thirds (2/3) vote of the Board of Directors 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 buildings, and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment of which such lot is subject.

ARTICLE IX: MISCELLANEOUS

Note: For easy reference, numbers have been added to the original text.

1. No building shall be located nearer than twenty (20) feet to an adjoining building except that a garage or carport will be allowed within fifteen (15) feet of another building.
2. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, all power and telephone lines must be run underground.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No garage of other building whatsoever shall be erected on any lot until a dwelling building shall be erected thereon.
6. No fowl, animals or other creatures other than the usual and common household pets in reasonable numbers shall be kept on any lot nor within any building on said properties.
7. No trash, ashes or any other refuse may be dumped or thrown on any lot or Common Area on the properties. All homes must subscribe to Orem City garbage disposal.
8. Any tenant renting within Park Lane Estates who engages in noxious or offensive activity may be expelled on thirty (30) days notice upon majority vote of the Board of Directors of the Association. This restriction shall take precedence over leases and rental agreements.
9. No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described, or parts or portions thereof, except a single sign not more than 2 x 3 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, during the period of development, the owners shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

ARTICLE X: GENERAL PROVISIONS

Section 1: Enforcement. Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration to either prevent violations, or to recover damages for such violations. **Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.**

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) years by an instrument signed by not less than eighty (80%) percent of the lot owners and thereafter by an instrument signed by not less than seventh-five percent (75%) of the lot owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 15th day of December, 1972.

NOVAD PROPERTIES, INC.
BY: Clyde R. Naylor, President

Ross G. Viehweg, Secretary

ATTEST:
PARK LANE ESTATES HOME OWNERS ASSOCIATION
BY: Clyde r. Naylor, President

Geraldine Christensen, Secretary

STATE OF UTAH,
COUNTY OF UTAH

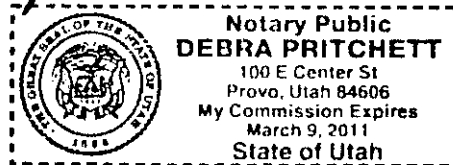
On the 15th day of December, 1972, A.D. personally appeared before me Clyde R, Naylor, Ross G. Viehweg, and Geraldine Christensen, who being by me duly sworn did say, each for theirself, that they are the Corporation Officers above designated and that the foregoing instrument was signed in behalf of the Corporation that they represent.

Roger Dudley, Notary Public
My residence is Orem, Utah

My commission expires March 1, 1972.

*Clear copy of 1976 CCRK
Dated this 6th day of July 2007
Ruth Jalcov; President*

State of Utah
County of Utah
Subscribed and sworn to (or affirmed) before me
this 6 day of July, 2007.
by Ruth Jalcov
Debra Pritchett
Notary Public



PARK LANE ESTATES HOMEOWNERS ASSOCIATION BYLAWS

April 13, 2007

ENT 98078:2007 P6 19 of 25

ARTICLE I: HOME OWNER ASSOCIATION BY-LAWS AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1: Homeowner Association. The Park Lane Estates Homeowner Association ("HOA") is a non-profit corporation. According to Orem City Municipal Code Article 7, Park Lane Estates is a nonconforming 'Planned Residential Development' ("PRD") because it was "constructed or approved prior to August 12, 1997." (22-7-14)

Section 2: By-Laws. The Bylaws are a set of rules accepted by the HOA for governing its meetings and affairs. Every homeowner and all tenants of Park Lane Estates are subject to the By-laws.

Section 3: CC&R. The Bylaws are subordinate to the Declaration of the Protective Covenants, Conditions and Restrictions ("CC& R") of Park Lane Estates Homeowners Association which was filed of record with Utah County Recorders Office on May 6, 1976 as Entry No. 10631, in Book 1474, at pages 586-591. The Bylaws are also subordinate to the CC&R amendments filed July 6, 2007.

ARTICLE II: FISCAL YEAR, HOME OWNER ASSOCIATION OFFICE AND COMMUNICATION

Section 1: Fiscal Year. The fiscal year of the HOA shall be the calendar year.

Section 2: Office Location. As determined by the Board of Directors ("BOD"), the office of the HOA shall be located at the home address of the HOA president or treasurer who shall reside within Park Lane Estates in the City of Orem, County of Utah.

Section 3: Communication. Communication between the BOD and members shall be a two-fold responsibility. The primary form of communication by the BOD shall be by email with the exception of delivered written notice to those homeowners without internet access.

Members shall accept responsibility for providing updated email information to the BOD and regularly reviewing HOA email communications. Any petitions initiated by homeowners need to be approved by the BOD prior to circulation.

ARTICLE III: HOA MEMBERS AND ANNUAL MEETING

Section 1: HOA Membership. Every home owner shall be a member of Park Lane Estates HOA.

Section 2: HOA Voting Rights. Every lot in Park Lane Estates has one vote.

Section 3: Annual Members Meeting. An annual meeting of the members shall be held prior to the 15th day of May, in each calendar year, at the time designated by the Board of Directors ("BOD"). The purpose of which is to elect the BOD and for the transaction of HOA business. The BOD may designate any place in Utah County, State of Utah, as the site for the annual meeting or for any special meeting called by the BOD.

Section 4: HOA Notice of Meeting. A notice stating the place, date, time and purpose(s) of any meeting of HOA members shall be sent electronically and/or delivered either personally, or by mail, to all homeowners not less than ten (10) nor more than fifty (50) days before the date of such meeting. All notices will be considered delivered 24 hours after email is sent, US postmarked or hand delivered. A RSVP and proxy form will be included with the notice with a request to respond at least three (3) days prior to the meeting date.

Section 5: HOA Annual Meeting Agenda. The BOD's proposed agenda shall be included with the meeting notice. Agenda items shall be generated from the BOD and HOA members. The meeting agenda shall include, but is not limited to the review and discussion of:

- (a) Reading previous annual meeting minutes and financial report.
- (b) Report of common areas, proposed capital improvements and action plan.
- (c) Brief summation of BOD powers and responsibilities as outlined in the CC& R's & By-Laws.
- (d) Nominations and election of the board secretary by written secret ballot.

Section 6: Secretary Nominees. Nominations for secretary are not limited in number. All nominees reserve the right to decline any nomination. Each nominee may address the membership briefly before votes are cast. Votes shall be cast by secret ballot. Election results shall be tallied under the supervision of the current secretary and one other HOA member.

Section 7: HOA Voting Quorum. A quorum is the minimum number of members and/or proxies required to transact business. The necessary quorum is sixty percent (60%) of qualified voting lots. [29 of the 49 lots] In the event not all lots are qualified, the necessary quorum will be sixty percent (60%) of the qualified lots. According to CC&R Article IV, Section 1, item e: qualified voters are homeowners with HOA assessments up to date.

In the event the three day prior member RSVP does not meet the 60 % quorum, the BOD shall contact Park Lane residents, prior to the date of the annual meeting, to secure the required written proxy votes to satisfy the voting quorum.

If the necessary quorum is not met by attendance and proxies, voting will be suspended until a subsequent meeting. The required quorum at the subsequent meeting shall be one-half (1/2) of the previously necessary quorum. [15 of 49: CC&R Article V, Section 6]

Section 8: HOA Special Meetings. Special meetings of the members may be called in one of two ways: (1) the Board of Directors or (2) no less than one-half (50%) of qualified voting members. In the event option two (2) is exercised, the members shall submit their request for a special meeting to the BOD no less than ten (10) days prior to the proposed date of the special meeting.

ARTICLE IV: HOA OFFICERS AND RESPONSIBILITIES

Section 1: HOA Officers. The HOA Board of Directors shall be the governing body and shall consist of the President, Vice President and Secretary, each whom shall have one vote on the BOD. The officers shall be limited to home owners who:

(1) reside within Park Lane Estates, (2) are current with HOA assessments, (3) are present at the meeting when elected, and (4) willingly accept the responsibilities of the office.

A new secretary shall be elected each calendar year in the annual HOA meeting. After the annual meeting has been adjourned, the past year's secretary becomes vice president, the past vice president becomes the new president, and the past president rotates off the board. The BOD shall appoint a treasurer to serve as an officer in the HOA who will have no vote on the BOD. The BOD shall present the Treasurer to the HOA membership for approval. HOA officers may receive compensation which shall be limited to their time of service. All HOA officer compensation shall not exceed a 60% discount of the HOA annual assessment.

Section 2: Officer Removal. Any elected or appointed officer may be removed by the HOA members whenever a written instrument of just cause is signed by 2/3 majority of the qualified voting members and the officer in question has been duly notified by the BOD. Just cause shall be restricted to when officers are no longer serving the best interest of the HOA membership. In the event, an officer is removed, his right to compensation shall be terminated with the termination of his office.

Section 3: President. The president shall be the principal executive officer of the HOA and shall in general supervise and control all the business and affairs of the HOA. He shall preside at all meetings of the members and of the BOD. He will sign with the treasurer or any other authorized officer of the HOA, any deeds, mortgages, bonds, contracts or other instruments which the BOD have authorized to be executed. Exceptions are cases delegated by the BOD.

Due to the 2007 revision of BOD rotation, effective for the 2008 calendar year, at the end of his term, the president shall rotate off the BOD.

Section 4: Vice President. In the absence of the president or in event of his inability or refusal to act, the vice president shall perform the duties of the president, and when acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him by the president. He shall be advised by the president in all HOA proceedings so his transition as president is seamless.

Section 5: Secretary. The secretary shall serve as an advisor to the president and vice president. The secretary shall keep the minutes of every meeting of members and BOD in one or more books provided for this purpose and shall forward the information to the HOA members via email, website, posted or personal delivery mail. He shall record all park reservations and shall see that all BOD notices are duly given in accordance with the provisions of these By-Laws.

Section 6: Treasurer. The treasurer shall be appointed and his term of office shall be determined by the BOD and members; not limited to a three year term nor exceed a service more than ten years unless approved by the HOA

membership. The Treasurer shall serve as an advisor to the BOD, communicate monthly or quarterly reports as determined by BOD and shall attend BOD meetings when requested.

The treasurer shall be qualified to manage and post all the funds of the HOA and have the accounting skills to reconcile statements and prepare the annual financial report. The treasurer shall prepare the annual Federal and State Tax Return and review with the BOD prior to filing. He shall be responsible to record the president's name with all need to know public agencies.

The treasurer shall have charge and custody of and be responsible for all funds and securities of the HOA; receive and give receipts for monies due and payable to the HOA from any source whatsoever, and deposit all such monies in the name of the HOA in such banks, credit unions, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president.

Section 7: Park Care Taker. The park care taker is a hired position and is assigned to monitor and maintain the Park and walkway common areas of the HOA. The park care taker's employment agreement shall be renewed as determined by the BOD. The care taker duties and responsibilities shall include: annual visual assessment of common areas documented in writing; logging hours of service and outside service contacts; maintain, repair, replace all HOA equipment and dispose of worn out equipment; lawn maintenance, weed control, trimming, planting of park trees, shrubs, planters; scheduling street snow removal, snow removal of common sidewalks as needed and as outlined in the HOA park care taker agreement. According to BOD authorization, he may schedule maintenance service companies to perform tasks outside his expertise.

ARTICLE V: BOARD OF DIRECTORS RESPONSIBILITIES

Section 1: BOD Regular Meetings and Agenda. A regular annual meeting of the board of directors shall be held within thirty (30) days of the HOA annual meeting and shall include a visual assessment of all common areas and the writing of an Action Plan. The Action Plan shall: (1) document the park care taker's assessment of the common areas, (2) prioritize maintenance needs and (3) include bids for capital improvements. A written copy of the action plan shall be documented in the BOD meeting minutes.

Section 2: BOD Special Meetings. Special meetings of the BOD may be called by or at the request of the president or any two directors for the purpose of conducting HOA business.

Section 3: BOD Action. A 2/3 majority vote of the BOD shall be required for a board decision.

Section 4: BOD Vacancies. Any vacancy of the BOD shall be filled by an election within forty-five (45) days of the documented vacancy at a special meeting of the HOA membership. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A director resigning his office must submit his letter of intent in writing to the BOD.

Section 5: Home Owner Compliance. The BOD shall be responsible for HOA homeowner compliance to the CC&R and By-Laws.

ARTICLE VI: ANNUAL AND SPECIAL ASSESSMENTS

Section 1: Member Responsibility for Assessments. According to the CC&R's, the HOA annual assessments are due on or before June first of the calendar year. The CC&R's also state homeowners may pay on a monthly basis. We will interpret this to mean, homeowners may pay on the monthly basis through out the entire year. Monthly payments are due the first day of the month. Homeowners shall receive a 5% discount when the annual assessment is paid in full by February 1st of the calendar year. New homeowners who take ownership after February 1st shall be eligible for the annual assessment discount if the prorated annual assessment is paid in full by the first day of the next month after the homeowners sign the mortgage contract.

Section 3: Delinquent Assessments. According the CC & R's, "Any assessment not paid when due will be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate per annum recorded in the CC&R's. The Association may bring an action at law against the homeowner to collect the assessment. The BOD shall follow due process by first asking the home owner to negotiate a "Restitution Agreement." According to the CC&R's, no HOA member will be exempt from interest fees charged for delinquent accounts. [Article V, Section 9]

Section 4: Treasurer's Collection Responsibility. The treasurer shall receive and document the payment of all annual and special assessments from members of the Park Lane HOA. Collection of funds attached to a HOA

assessment restitution agreement shall be paid directly to the president which shall be forwarded to the Treasurer within ten (10) days. When a home owner becomes delinquent, the treasurer shall notify the BOD within thirty days (30) days of the date the home owner became delinquent.

ENT 98078:2007 PG 22 of 25

ARTICLE VII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1: Contracts. The BOD is authorized to enter into any contract on behalf of the HOA when approved by 2/3 BOD majority.

Section 2: Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the HOA, shall be signed by the treasurer and president when the amount exceeds \$1,000.00. Payments less than \$1,000.00 may be signed by the treasurer when approved by the BOD. In the absence of the president, the vice president shall be authorized to sign.

Section 3: Deposits. All funds of the HOA shall be deposited within thirty (30) days to the credit of the HOA in such banks, credit unions, trust companies, or other depositories as the BOD may select.

Section 4: Gifts. The BOD may accept on behalf of the HOA any contribution, gift, bequest, or device for the general purposes or for any special purpose of the HOA.

ARTICLE VIII: BOOKS AND RECORDS

Section 1: Correct and Complete Books and Records: The HOA shall keep and maintain correct and complete books, records of account and meeting minutes of the proceedings of its members. All books and records of the HOA may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

Section 2: Documents and Term Life. HOA documents shall include date, present BOD and/or members, document description and shall be made available to HOA members according to Article X, section 1. Hard copies of the annual and board meeting minutes may be destroyed when only in the event an electronic document is secured. A database/spreadsheet of BOD succession and common area service maintenance costs shall be permanent record. Permanent records shall be stored electronically and kept in the possession of the BOD. All electronic files shall be updated and stored according to current technological recommendations; i.e. jump drives, etc.

Section 3: Financial and Operating Statement. HOA's Financial and Operating Statements shall be public record and distributed to members at the annual meeting. This annual financial statement shall document the revenues and expenses of the HOA from year to year and shall be managed and secured by the appointed HOA treasurer. All bills, receipts and statements of such banks, credit unions, trust companies, or other depositories as the board of directors may select, will be maintained with the treasurer's record and be posted on a HOA spreadsheet. Once all above documents have been electronically posted, with exception of the HOA spreadsheet, they may be destroyed after three (3) years.

ARTICLE IX: RENTAL USE OF PROPERTY

Section 1: Homeowner Responsibility. The homeowner is responsible to provide copies of the CC&R's and By-Laws to their tenants. Prior to renting all or any part of the homeowner's home, the homeowner shall have the rental agreement approved by the BOD. The homeowner shall provide a copy of the BOD approved rental agreement signed by the homeowner and tenant within thirty (30) days of tenant occupancy.

Section 2: Orem City Municipal Code. According the Orem City Municipal Code Article 7; specifically 22-7-4 item C: "Accessory apartments shall not be permitted in a PRD." (Ordinance No. 661, Amended 06/24/2003) PRD By-Laws may provide provision for homeowners to rent out a portion of their property to relatives when the HOA accepts full responsibility for required compliance.

Section 3: Owner Occupied Rental Option. A homeowner shall have the right to rent a portion of his Park Lane home to relatives when the home is occupied by the homeowner and the BOD has documented written approval.

Section 4: Tenant Responsibility. All tenants will be under the same obligation as owners to comply to the CC&R's and By-Laws. Any tenant renting within Park Lane Estates (relative or otherwise) who engages in harmful and/or illegal activity may be expelled on thirty (30) days written notice upon majority vote of the Board of Directors of the Association. This restriction shall take precedence over leases and rental agreements. {CC&R Article VIII. We substituted harmful and/or illegal for noxious or offensive}

Section 5: Park Reservation and Rental. A homeowner and members of his immediate family may reserve portions of the park. Approved large group reservations may require a rental and/or clean up fee as determined by the BOD. Scheduling park events will be with the BOD secretary.

ENT 98078:2007 P6 23 of 25

ARTICLE X: PROPERTY MAINTANENCE AND IMPROVEMENTS

Section 1: CC& R Article VII. According the CC&R's Article VII, "In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, 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 buildings, and any other improvements erected thereon."

In the event a home owner is in violation of the CC&R's and/or By-Laws, he shall be notified by the BOD of the violation. If the home owner's response is not deemed satisfactory by the board, the BOD may outline a proposed solution, and submit this in writing to the home owner involved. If the BOD and homeowner can not come to agreement on an acceptable solution, the issue may be submitted to the HOA members for discussion. When a proposed action plan is approved by a minimum of fifty-one percent (51%) the HOA members, the homeowner will be expected to comply.

The BOD shall use the Orem City Nuisance Code, Neighborhood Preservation Unit ("NPU") and HOA guidelines to determine "satisfactory" compliance to CC& R's Article VII.

Section 2: Orem NPU Guidelines. "The NPU works with citizens of Orem to provide professional, quality, and caring service to help preserve the beautiful neighborhoods of Orem. The NPU educate Orem citizens about city zoning laws and seek voluntary compliance from those who are in violation. If voluntary compliance is not achieved, civil and criminal penalties may be assessed. The following are some standards enforced by the NPU.

Maintain Landscape - All property owners and occupants are required to maintain the landscape of the property.

Storage of junk and garbage- Trash, junk and inappropriate items should not be visible from the street or any adjacent properties. *Adjacent properties shall include the Park..*

Inoperable vehicles – Storage of inoperable, dismantled, and unregistered vehicles or vehicle parts at a residence is prohibited unless the vehicles (up to two) are stored behind a fence and are not visible from the street or adjacent property.

Abandoned vehicles on the street - Vehicles, boats, trailers, and RV's may not be parked on the street longer than 72 hours."

Home owners may report violations to the BOD and/or one of the following:

Orem South Area Office (229-7182)

Orem Public Safety Dispatch (229-7070).

Section 3: HOA Exterior Maintenance Guidelines. HOA guidelines shall include two parts: (A) Maintenance of Common Areas and (B) Maintenance of Homeowner Property.

Part A: Maintenance of Common Areas: Responsibility of HOA Park Care Taker as directed by the BOD.

- 1. Park Lighting:** Park lighting shall be on during hours of darkness. Upkeep of light fixtures shall include paint, repair or replacement of broken parts, etc.
- 2. Playground:** Upkeep of playground equipment including fresh sand, pea gravel, paint, and repair / replace unsafe / broken parts, etc.
- 3. Park:** Upkeep of park amenities including keeping lawn green, mowed and weeds under control and sidewalks free from overgrowth. Park and street signs are to be kept in good repair.
- 4. Streets:** Maintain asphalt, gutters and sidewalks including snow removal. All shall be kept in good repair according to Orem City maintenance guidelines and/or recommendations.

Part B: Maintenance of Individual Properties: Responsibility of each homeowner. (Include observance of Article X, Section 2 above)

ENT 98078:2007 PG 24 of 25

1. **Night Lighting:** Every homeowner shall provide and maintain night lighting.
2. **Landscape:** Upkeep landscape; trim shrubs, trees, and planters from sidewalks to allow full walkway access. Keep dropped fruit and/or pits off all common walkways and trim overhanging tree branches to allow for 8 foot head clearance. Keep lawns green, mowed and weeds under control.
3. **Fencing:** Proper maintenance of fencing shall include securing all posts, repair or replacement of broken slats, and regular weather treatment. No new chain link fencing will be allowed.
4. **Home Exterior:** Upkeep exterior materials on home: paint, siding, stucco, brick, windows, doors and cement walkways/driveways.

ARTICLE XI: EXTERIOR PROPERTY IMPROVEMENT

Section 1: Property Improvement: All new exterior construction on a Park Lane home or lot needs to be approved by the BOD. Construction plans will be submitted to the BOD as outlined in the CC&R's.

Section 2: Extensive Exterior Construction: If the BOD deems the new construction plans as extensive or are non compliant to Orem City building codes, they will notify HOA members of the proposed project. HOA members shall then have five (5) days to provide input prior to the board making a decision.

Section 3: Board Approval: According to 1972 CC&R's, if the BOD fails to approve or disapprove the plans within thirty (30) days after the plans have been submitted, approval will not be required and this Article shall be deemed to have been fully complied with. All improvements which are determined by the BOD to be extensive shall require the approval of a five person architectural committee including the BOD and two other Park Lane resident homeowners. When possible, the BOD shall contact home owners who share property lines to serve on the architectural committee.

In the event a member of the board is submitting a new exterior construction plan, he shall remove himself from the approval decision. If the remaining directors do not agree on approval, the BOD shall take it to the HOA members and/or architectural committee.

ARTICLE XII: PARK LANE SAFETY AND HOA RULES

Section 1: Park Lane HOA Rules. To ensure the safety of all, homeowners, tenants, guests are expected to comply to the Park Lane HOA Rules. The HOA rules shall include two parts: (A) Road Safety and Traffic, and (B) Park Safety and Respect.

Part A: Road Safety and Traffic [Year documented on HOA records]

1. Unlicensed drivers are prohibited from driving on all park streets and sidewalks. [1979]
2. There shall be no motorized vehicles except motorized wheel chairs, lawn mowers and maintenance vehicles in the park. This rule explicitly prohibits such things as go carts, motorcycles, snowmobiles, etc. [1979]
3. The speed limit on all Park Lane roads is 15 miles per hour. It is the responsibility of members and tenants to notify all family and friends of the posted speed limit. [1979]
4. All traffic and street signs shall be visible. Landscape shall be trimmed as to not obstruct the view of such signs. [2006]
5. For safety reasons, parking shall be one car length from a corner. [2006]
6. Owner and guest parking should be limited to the owner's property. Regular parking in front of neighbors should be done with permission only. [1996]
7. Yellow paint shall distinguish caution including speed bumps, yield markings, and blind corners. [2006]
8. Red paint shall identify "No Parking" zones. Vehicles parked illegally will have a warning notice from the board placed on their windshield. If warnings are ignored, illegally parked vehicles will be towed at the owner's expense. [1996]

In the event, the park is reserved for a special activity with a large number of guests, the board should be contacted to approve temporary red curb parking.

9. Long term parking on Park Lane streets shall be restricted to 72 hours. [2006]
10. Home owners shall respect the property of all home owners and take precautions to protect their possessions.

Part B: Park Safety and Respect

- 11. Children and adults shall respect park property, facilities, and every home owner's right to use the park. [2006]
- 12. There shall be no climbing on park trees and rocks, nor playing in the park's planters. [2006]
- 13. Baseball, softball, and golf are not allowed in the park. This rule does not prohibit playing catch and playing ball with a **wiffle ball** {a plastic ball with holes} and a **plastic bat**. [1979] ENT 98078:2007 PG 25 of 25
- 14. There shall be no sleeping out in the park. [1979]
- 15. There shall be no playing basketball or other activities after 10:30 p.m. The park's rule is more restrictive than Orem city's curfew because people may be trying to sleep. {NOTE: The city's curfew is 11 pm for under 16 and 11:30 pm for those 16-18 years of age} [1996]
- 16. Digging in the park children's sand pile shall be limited to usual children's toy shovels and buckets. Holes of Excessive size are not allowed, all holes shall be filled before night fall. [1996]
- 17. Use of Toddler Teeter-Tooter and Kiddy Swing playground equipment shall be restricted to younger children. [2006]
- 18. Park quests must be accompanied by a Park Lane resident and/or a member of the homeowner's immediate family. [1996]
- 19. No domestic animals in the park. [1979]
- 20. Pet owners shall comply to Orem City leash laws, respect the property of the common areas and all home owners, and be responsible to clean up all messes left by their animals. [Scoop up poop and dilute urine with water] [1996]

ARTICLE XIII: BY-LAWS AMENDMENTS

The Park Lane Home Owners Association By-Laws shall stand unless a proposed BOD revision is approved by the HOA membership as hereby outlined:

The Board of Directors will call a special and present the proposed changes. Approval shall be by a simple majority vote (51%) of homeowners present and proxies. Homeowners not attending or sending in a proxy shall be deemed as abstaining.

All approved changes and/or amendments to the By-Laws shall be distributed to HOA members electronically within thirty (30) business days of the special meeting.

BOD PROCLAMATION and ACKNOWLEDGEMENT: We, the undersigned, being the Board of Directors of the Park Lane Estates HOA hereby proclaim and acknowledge these By-Laws are now adopted and we shall fulfill our office responsibilities accordingly.

I witness whereof, we have hereunto subscribed our names this 13th day of April, 2007.

Ruth Jackson
 Ruth Jackson, President

Karen Watkins
 Karen Watkins, Vice President

Judy Skinner
 Judy Skinner, Secretary

Dated this 6th day of July 2007 for the purpose of recording.
Ruth Jackson, President

State of Utah
 County of Utah
 Subscribed and sworn to (or affirmed) before me
 this 6 day of July, 2007
 by Ruth Jackson
Debra Pritchett
 Notary Public

