

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS

FOR

MULBERRY GROVE**

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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

MULBERRY GROVE

RECITALS

- A. Whereas Mulberry Lane Community, LLC, a Utah limited liability company (“MLC”) made and caused to be recorded as Entry No. 484579 in Book 720 at Pages 254 – 280, inclusive of the records of Grand County, Utah that certain Declaration of Covenants, Conditions and Restrictions for Mulberry Grove (the “Original Declaration”).
- B. MLC is desirous of amending and restating the Original Declaration by this document.
- C. The Original Declaration will be amended only upon the affirmative vote of ninety (90%) percent of the members of the Association with the written consent of MLC for so long as MLC exists.
- D. MLC currently exists and owns and holds in excess of ninety (90%) percent of the membership interest of the Association.
- E. The principle purpose of amending and restating the Declaration by this document is to correct clerical mistakes in the Building Height and Area schedule, and to remove the Architectural Standards section from the Declaration with the intent to restate the same as Rules and Regulations of the Association to create more flexibility with respect to the subject matter of the Architectural Standards section.

PREAMBLES

The express intentions of MLC is to create forty-two (42) residential lots (“Lots”), under the name of Mulberry Grove, a number of which may be deed restricted as affordable housing, with infrastructure and a central open space to be owned by the Association. Capitalized terms herein are defined in the Definitions Section or elsewhere.

By the execution of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mulberry Grove (the “Declaration”) MLC expresses its desire to maintain and develop Mulberry Grove as a highly desirable residential area, with retention and furtherance of the retention of the Common Space and use thereof for purposes of the Lot Owners, Members of the Association and Residents of Mulberry Grove (all as hereinafter defined).

The covenants contained in this Declaration are imposed for the mutual benefit of all Residents, Tenants and Lot Owners, at any time, of Mulberry Grove in accordance with the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and may be amended from time to time as provided herein. MLC desires to provide for the preservation and enhancement of Mulberry Grove and its value, the encouragement of sustainable design and construction methods, and the orderly development, management and long term health of the land and its Residents, Tenants and Lot Owners.

This Declaration and covenants contained herein shall be binding upon, and inure to the benefit of, all parties having any right, title or interest in Mulberry Grove or any part thereof, and their heirs, personal and legal representatives, successors and assigns; and, MLC hereby declares that all such property shall hereafter be

held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Declaration.

1. PURPOSE AND IMPOSITION OF COVENANTS.

MLC, being the owner of the hereinafter described real property, situated in Grand County, Utah (the "Real Property") fully declare that the following covenants, conditions, restrictions and reservations shall attach to Mulberry Grove, and to every Lot and the Common Space and any other land contained in Mulberry Grove, and that they shall constitute binding covenants running with the land.

2. VISION AND PURPOSE OF PROJECT.

A. It is the purpose of MLC to develop an infill parcel of land within the Moab City limits into a neighborhood which provides lots for families and individuals from varied economic backgrounds to build energy efficient homes; to provide a pedestrian and bicycle oriented atmosphere; and, to preserve agricultural and wild open space.

B. It is the vision of MLC that the design of Mulberry Grove will foster interaction between neighbors and strengthen community bonds, thus creating health, happiness and safety for the neighborhood; that the focus on pedestrian and bicycle travel will reduce dependency on motorized vehicles; that agricultural space within the Common Space will promote local, organic food production and consumption, thus reducing the environmental impact of large-scale farming; and that preserving wild open space will continue to provide habitat for wildlife.

3. DEFINITIONS.

"Accessory Structure" means any ancillary building on a Lot that is enclosed on more than one side.

"Affordable Housing Lot" means a deed restricted Lot in Mulberry Grove the ownership and use of which is restricted by the Affordable Housing Guidelines which supplement this Declaration and Master Deed Restriction which burdens each deed restricted Affordable Housing Lot in Mulberry Grove and includes all improvements on Affordable Housing Lot. An Affordable Housing Lot may be a Single Family Lot or a Twin Home Lot.

"Association" means the Mulberry Grove Homeowners Association, the entity formed for the governance of Mulberry Grove and the administration and enforcement of this Declaration and Rules and Regulations adopted by the Association.

"Basement" means the floor of a building with bottom of ceiling not higher than highest adjacent grade.

"By-Laws" mean the By-Laws of the Association.

"Common Facilities" means any facilities constructed, now or in the future, on the Common Space, by the Association, for the purpose of serving the Residents.

"Common Space" means the Common Space shown on the recorded Plat for Mulberry Grove.

"Declaration" means this document, as the same may be hereafter amended or supplemented.

"Design Review Committee" or "DRC" means the committee of the Association appointed to consult or review and approve individual house plans for proposed homes in Mulberry Grove.

"Executive Board" means five (5) of the Residents elected by the entire membership of the Homeowners Association pursuant to the By-Laws.

“Green Building Program” means the document developed by Mulberry Lane Community, LLC and adopted by the Mulberry Grove Homeowner’s Association that establishes the building parameters and points required for building a sustainable home in Mulberry Grove.

“Homeowners Association” or “Association” means Mulberry Grove Homeowners Association, Inc., a Utah non-profit corporation and is the entity charged with governance of Mulberry Grove.

“Lot” means a building lot within Mulberry Grove, including free market Lots (both Single Family and Twin Home Lots) and those restricted to Affordable Housing Lots.

“Lot Owner” means the owner of a Lot in Mulberry Grove. A Resident is also a Lot Owner.

“Member” means a Lot Owner within Mulberry Grove, each of which shall be a Member of the Association.

“MLC” means Mulberry Lane Community, LLC, the developer of Mulberry Grove and Declarant herein.

“Moab City” shall mean the City of Moab and its City Council and/or Boards and Commissions, and/or their staff having jurisdiction and authority over a matter. Moab City and City of Moab may be used interchangeably herein.

“Occupants” means persons other than Residents or Tenants who reside on the Lots. This includes family members or guests of Residents or Tenants.

“Plat” means the recorded subdivision PUD plat for the Mulberry Grove.

“Residence” means a dwelling unit on a Lot.

“Residents” mean those who live in Mulberry Grove and own Lots in Mulberry Grove. Each is a Resident.

“Resource Guide” means the companion document to the Green Building Program which provides a list of resources for Members to use when building or remodeling their home.

“Rules and Regulations” means the rules and regulations adopted and distributed to the Members.

“Single Family Lots” mean any of the thirty-four (34) Lots development of which is limited to a single family Residence.

“Tenants” mean those who rent from Residents.

“Twin Home” shall mean an attached two (2) family residence or a Lot approved as a Twin Home Lot. A Twin Home need not be identical in design. The expense of the maintenance, repair and replacement of any common wall of a Twin Home shall be shared equally by the two (2) owners of the Twin Home.

“Twin Home Lot” means any of the eight (8) Lots accommodating sixteen (16) Residences, as indicated on the plat and initially sold individually, i.e. the entire Lot, that may have two (2) Residences built upon each of them sharing a common wall. Twin Home Lots shall be designated, for example, with two numbers, for example only, Lot 2 & 3. If and when two (2) Residences shall be constructed on a Twin Home Lot the Lots shall each have two numerical appellations and the Lot Owners of such Twin Home Lot may record any additional mutual covenants as they may determine appropriate to govern the relationship between them not inconsistent with this Declaration.

SUPPLEMENTAL DEFINITIONS MAY BE CONTAINED IN THE ASSOCIATION ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS.

4. DESCRIPTION OF PROPERTY AND PROJECT.

Mulberry Grove is a forty-two (42) Lot residential subdivision with Common Space owned by the Association as shown and depicted on the recorded Plat thereof appearing as _____ of the records of Grand County, Utah, the legal description of which attached as Exhibit A ("Property"). Thirty-four (34) of the Lots are Single Family Lots and eight (8) of which are Twin Home Lots. Some of the Lots may be deed restricted to Affordable Housing Lots by a supplement or supplements to this Declaration pursuant to the Mulberry Grove Affordable Housing Guidelines which are or shall be recorded in the Grand County, Utah records.

5. EASEMENT RIGHTS AND RESERVATIONS

A. MLC reserves to itself and grants to the Association, as well, the right to establish, at any time and from time to time, by dedication, easement or otherwise, utility and other easements, permits or licenses over the Common Space for existing and future common facilities, roads, paths, walkways, trails, drainage, agricultural areas, parking areas and recreational areas, and to create other reservations and exclusions consistent with the overall intent of this Declaration and with the Residents common use and enjoyment of Mulberry Grove. All existing easements are subject, by this Declaration, to the Association's right to install, maintain, operate, repair, monitor, and improve all underground electrical lines, telecommunication lines, cable television lines, water and sewer lines and water system components, and any other common or individual utilities that the Association may deem to be necessary. Such reserved right includes the right to the City of Moab and other regulatory authorities to conduct all necessary inspections from time to time.

B. The Association shall operate, maintain, repair, replace, upgrade and/or expand, as necessary or appropriate, as approved by the Association with its By-laws, all Common Areas and Facilities.

6. PLANNING AND RESTRICTIONS ON USE OF THE LOTS, AND COMMON SPACE STANDARDS

It is the intent of this Planning and Restrictions On Use of the Lots and Common Space Standards Section to preserve Common Space: wild areas for recreation, solitude and gathering; agricultural areas to grow food and foster community interaction; and cumulatively for beauty, tranquility and wildlife habitat. It is the intent of this section to ensure quiet enjoyment, comfort and respect for all residents, tenants and neighbors.

- A. The Lots will be used primarily for residential purposes as set forth herein and only as permitted by the applicable ordinances of the City of Moab.
- B. Common Space may not be further subdivided into parcels for building homes or otherwise.
- C. Pursuant to the Plat, the Common Space includes three noncontiguous areas: Tract A, Tract B and Tract C. These spaces are preserved for the following values:
 - i. Tract A is preserved to provide space for recreational gathering for Residents, community gardens, orchards, vineyard and other uses as determined by the Association.
 - ii. Tract B is preserved to provide agricultural space for local, organic food production including, but not limited to vegetables, orchards, vineyard, domestic animals as permitted, etc. In addition, in the near- or far-term, the Association may lease the land for any organic agricultural use it sees fit in order to preserve Mulberry Grove's water right.
 - iii. Tract C is preserved to protect the floodplain of Mill Creek for wildlife habitat.
- D. All land cultivation within areas of the Common Space designated for agricultural use, whether for farming, gardening, landscaping or other purposes will utilize organic practices. These practices include, but are not limited to, the use of organic fertilizer. The Association may adopt supplemental criteria with respect thereto in furtherance of such standard.

- i. If the permanent removal of noxious weeds, including but not limited to annuals, perennials and trees, is desired and cannot be practically accomplished with organic methods, non-organic herbicides may be used for their removal according to a Weed Control Plan approved by the Association. Such plan will utilize the least toxic herbicide that will accomplish the goal; utilize the minimum amount of herbicide needed and will achieve control with the minimum number of applications; elucidate the best control practices for that species and how they will be implemented by the Resident; explain the rationale as to how the benefits of controlling the target species outweigh the risks of the use of herbicide; how the application of herbicide will be carried out to minimize exposure of other non-target species (plants, Lot Owners, amphibians, Residents, animals, etc.); and any other requirements determined by the Association to be appropriate.
- E. The following pairs of lots are intended for two-family structures with divided ownership, "Twin Homes." (lots 2&3, 7&8, 15&17, 21&23, 22&24, 28&30, 29&31 and 37&39) All two-family structures shall have a common wall that runs with the interior lot line. In the event that the initial builder wishes to move the interior boundary from what is shown heron, a lot-line adjustment/exchange of title shall be approved and recorded prior to the issuance of a certificate of occupancy. Twin home lots will be initially sold to one (1) Lot Owner. If only one home is built upon a Twin Home Lot, then the Lot Owner will be required to vacate the separating boundary line shown on the plat. Two detached single family structures may not be constructed on Twin Home Lots.
- F. Secondary kitchens are permitted to assist Members who are Residents if they undergo a change of circumstance (for example, they need a housemate or physical assistance). They are not permitted for the sole purpose of having a rental unit on a Lot. The following requirements must also be met:
 1. The Member must live on the Lot;
 2. The secondary kitchen must be served by the same utility connection; and
 3. The secondary kitchen must fall within the maximum square footage allowed for the Lot.
- G. Each Lot and the improvements erected thereon shall be kept and maintained in a proper, neat and orderly manner and in good repair by the Lot Owner thereof; and shall be used and enjoyed in a manner that promotes common sense and respect for other Lot Owners, Tenants and Occupants. No Lot Owner, Tenant or Occupant shall do, or permit to be done, anything or about such Lot or in the Common Space that will interfere with the rights, comfort, peaceful use or convenience of other Lots, or that will harm the environment.
- H. Each Lot Owner shall be solely responsible for the maintenance of such Lot Owner's Lot and its landscaping and other improvements in accordance with any guidelines set forth under the Architectural and Landscaping standards Sections hereof and as administered by the Association.
- I. Each Lot Owner shall have the right to lease such Lot Owner's Lot, provided each such lease is in writing, is expressly subject to this Declaration (and the related documents of Mulberry Grove) and policies regulating leasing activities within Mulberry Grove, and provides that any failure of a lessee to comply with the same shall constitute a default under the lease. A Lot Owner shall be liable for any violation committed by such Lot Owner's Tenant, without prejudice to such Lot Owner's right to collect any sums paid from the Tenant. Minimum lease periods shall be in accordance with and as permitted by the Moab City.
- J. The pursuit of a trade, business, or profession within houses in Mulberry Grove will be permitted, so long as all activity takes place within the house thereon, the use is clearly secondary to the residential use of the premises, the use does not cause excessive traffic, disruption, odor, noise or nuisance, and the use is in compliance with the Moab City's Land Use Code and any review process which may be established by the Association.

- K. The Association shall be responsible for the maintenance, operation and control of the Common Space. Subject to the provisions of this Declaration, the Articles of Incorporation and By-Laws of Mulberry Grove, every Resident, Tenant and Occupant shall have a right of enjoyment in and to the Common Space (and any policies, rules and regulations as promulgated time to time by the Association), which right shall be appurtenant to and shall pass with the title of every Lot.
- L. Without the prior approval of the Association, no vegetation, landscaping, structure or other improvement within the Common Space shall be removed, constructed, enlarged, demolished or altered.
- M. Motorized vehicles are allowed in the Common Space areas only as needed for maintenance and repair of infrastructure or other improvements and must adhere to Section 12 hereof under the Motorized Vehicles Standard section.
- N. No visitor camping is allowed within the Mulberry Grove Common Space. No fireworks or firearms may be discharged within Mulberry Grove.
- O. Each Affordable Housing Lot shall be subject to the Affordable Housing Guidelines which supplement this Declaration, as well as the Master Deed Restriction which burdens that Affordable Housing Lot.
- P. Residents are prohibited from using Mulberry Lane as access to Mulberry Grove.

7. BUILDING FLOOR AREAS AND HEIGHTS

- A. Building Height
 - (i) Building heights shall be measured from the lowest adjacent finish grade, and heights are limited to 17 feet for a one-story and 22 feet for a two-story dwelling. See Resource Guide for further illustration
 - (ii) For purposes of egress or providing light and ventilation to basements, stair wells, window wells and exposed basement walls will not be included as 'lowest adjacent grade' when calculating wall height, provided the exposed basement wall length is less than 20% of the building perimeter, and adjacent grade is maintained by retaining walls.
- B. Floor Area
 - (i) The maximum floor area for homes is defined on a per lot basis, which is found in the following schedule (the "Building Height and Area Schedule"), and in the deed for each lot.
 - (ii) Two-story homes are permitted only on specific lots and shall have a minimum ratio of ground floor to upper floor as shown in the following schedule (the "Building Height and Area Schedule"):
 - (iii) Floor area shall be measured on the interior of the exterior walls, and is inclusive of interior partition walls.
 - (iv) Floor area shall include all area having a ceiling height of not less than 6 feet 8 inches, measured from the finish floor to the lowest projection from the ceiling. Lowest projection shall not include beams and girders spaced not less than four feet. Area of rooms under sloping ceilings shall include all areas having a ceiling height of not less than seven feet, excepting beams as above.
 - (v) In single story homes, loft(s) having floor areas of less than 70 sq. ft., as defined above in (iv), shall not be included in total floor area calculation.
 - (vi) The maximum square footages allowed for each Lot includes the Residence or Residences in the case of Twin Home Lots and all Accessory Structures combined, including garages. For example if, on a Lot having a maximum allowable square footage of 1200 square feet, there is a 950 square foot Residence, then there may be

100 square feet for a shed and 150 square feet for a detached guest house, if permitted by the City of Moab, or some combination thereof. In the case of a Twin Home Lot, a Residence shall not exceed the maximum allowable floor area as shown on the Building Height and Area Schedule. In the event a Lot Owner of a Twin Home Lot first builds less than the maximum allowed square footage in any category (ground or all floors above grade) and then sells the second Residence on the Twin Home Lot to a third party, any remaining un-built allowed floor area shall be divided equally between the Lot Owner and such third party, unless they otherwise agree in writing by a document signed by both and recorded in the Grand County, Utah records.

(vii) Basements are allowed and are not included in the total maximum square footages for Lots under the Building Height and Area Schedule.

(viii) The maximum size of a basement shall not be greater than the ground floor footprint of the Residence.

Mulberry Grove Building Height & Area Schedule

Lot #	Max. Allowable Bldg. Height	Max. Allowable Ground Floor Area	Max. Allowable Floor Area (Total all above-grade floors)
1	17 ft.	2200 sq. ft.	2200 sq. ft.
2	22 ft.	1750 sq. ft. (total both units)	2200 sq. ft. (total both units)
3			
4	22 ft.	900 sq. ft.	1400 sq. ft.
5	22 ft.	900 sq. ft.	1400 sq. ft.
6	22 ft.	900 sq. ft.	1400 sq. ft.
7	22 ft.	1400 sq. ft. (total both units)	2000 sq. ft. (total both units)
8			
9	22 ft.	900 sq. ft.	1400 sq. ft.
10	17 ft.	1000 sq. ft.	1000 sq. ft.
11	17 ft.	1000 sq. ft.	1000 sq. ft.
12	17 ft.	1000 sq. ft.	1000 sq. ft.
13	17 ft.	1000 sq. ft.	1000 sq. ft.
14	17 ft.	1000 sq. ft.	1000 sq. ft.
15	17ft.	2400 sq. ft. (total both units)	2400 sq. ft. (total both units)
17			
16	17 ft.	2000 sq. ft.	2000 sq. ft.
18	17 ft.	1400 sq. ft.	1400 sq. ft.
19	17 ft.	1200 sq. ft.	1200 sq. ft.
20	17 ft.	1400 sq. ft.	1400 sq. ft.
21	17 ft.	1800 sq. ft. (total both units)	1800 sq. ft. (total both units)
23			
22	22 ft.	1400 sq. ft. (total both units)	2000 sq. ft. (total both units)
24			
25	17 ft.	1200 sq. ft.	1200 sq. ft.
26	22 ft.	900 sq. ft.	1400 sq. ft.
27	17 ft.	1200 sq. ft.	1200 sq. ft.
28	22 ft.	1400 sq. ft (total both units)	2000 sq. ft. (total both units)
30			
29	17 ft.	1800 sq. ft. (total both units)	1800 sq. ft. (total both units)
31			
32	22 ft.	900 sq. ft.	1400 sq. ft.
33	17 ft.	1200 sq. ft.	1200 sq. ft.
34	22 ft.	1200 sq. ft.	1750 sq. ft.
35	17 ft.	1400 sq. ft.	1400 sq. ft.
36	22 ft.	1200 sq. ft.	1750 sq. ft.
37	17 ft.	2000 sq. ft. (total both units)	2000 sq. ft. (total both units)
39			
38	22 ft.	1200 sq. ft.	1750 sq. ft.
40	17 ft.	2000 sq. ft.	2000 sq. ft.
41	17 ft.	2000 sq. ft.	2000 sq. ft.
42	17 ft.	2000 sq. ft.	2000 sq. ft.

*Lots Highlighted in grey are twin home lots

8. LAND USE STANDARDS

A.. Exterior Lighting: Exterior lighting shall be installed and operated in a manner as to prevent undue glare or reflection affecting adjacent lots and to minimize night lighting of the sky. Full cut off lights are required with maximum exterior lumens of 1500.

B.. Homeowners Association Costs

The Association has allocated the costs of maintaining the Common Space, facilities, infrastructure and utilities among the Lots equally. The Association fees and taxes for Common Space shall be combined and payments may be arranged monthly, quarterly, bi-annually or annually. The Association reserves the right to adjust monthly fees and assessments as provided by the By-Laws.

C. Landscaping

- (i) No invasive plants will be planted; See the Resource Guide for more information;
- (ii) Planting and growing Kentucky bluegrass is prohibited;
- (iii) Plants with similar water and exposure requirements will be grouped in zones;
- (iv) Trees/shrubs will not block solar access to adjacent homes;
- (v) A combination of low water, native plants and/or edible landscapes is encouraged;
- (vi) Minimizing front yard turf area is encouraged;
- (vii) Any major landscaping renovations and/or the removal of any tree 6" in diameter or larger must be approved by the Design Review Committee; and
- (viii) Public side(s) of Lots must be landscaped to completion within one year of completed house construction on a Lot.

9. FENCING AND WALLS

It is the intent of this Fencing and Walls Standard Section to create spaces around Residences that foster community interaction and connectivity, and private spaces for work, intimacy and tranquility. As planned, Mulberry Grove will visually blend homes and landscapes to take advantage of the Common Spaces surrounding each lot and create a different feel than a typical subdivision.

- A. Vegetation is encouraged over walls/fencing to define borders and create screening;
- B. Walls/fencing will be constructed of allowable materials for house exteriors cited in the Mulberry Grove Homeowners' Rules and Regulations under Architectural Standards;
- C. The additional following materials may not be used: chain link, vinyl or reflective material;
- D. Maximum height of front yard wall/fence is 30" except for an arch or arbor over an entryway;
- E. Gates leading to public entryway higher than 30" may not be solid;
- F. 325 face square feet maximum of wall/fencing is allowable for backyards. For example, a 5' high fence that is 65' long= 325 face square feet; and
- G. Non-solid, plastic mesh or polypropylene deer-proof fencing (such as Cintoflex) may be used around food gardens as needed.

10. ACCESSORY STRUCTURES.

- A. All Accessory Structures will use exterior materials to visually and architecturally blend with the main house;
- B. Accessory Structures will be of the same or lesser in height than the main house on a Lot.

11. PETS AND WILDLIFE.

It is the intent of this Pets and Wildlife Section is to ensure a safe and nurturing environment for domestic and wild animals, while being respectful the community as a whole. For example, dogs are less likely to bark and disturb neighbors when the pet is allowed to interact with its family inside and outside of the home, is not tied up outside regularly and is taken on regular outings. Mulberry Grove is habitat for many songbirds, small

creatures and predators to cats. Nationwide, cats kill millions of songbirds annually. Mulberry Grove encourages containing or semi-containing your cat with a cattery or difficult-to-scale courtyard walls. See the Resource Guide for more information.

- A. All Residents, Tenants and Occupants will adhere to Moab City's animal ordinances;
- B. No animal will be tethered outside regularly;
- C. All pets will have regular access to the inside of their owner's home, especially at night;
- D. Residents, Tenants and Occupants will be responsible for quieting their barking dogs;
- E. All pets will be spayed or neutered;
- F. Current vaccinations for all animals are encouraged;
- G. Dogs at large are prohibited;
- H. Live trapping and relocating wild pest animals is permitted;
- I. Live trapping domestic animals is strictly prohibited;
- J. Killing, torturing, harassing or abusing any animal, wild or domestic, is strictly prohibited;
- K. Any Resident or Tenant who has issues with another Resident's or Tenant's actions/non-action concerning any of the above may contact the Executive Board. It will become the responsibility of the Executive Board to arrange mediation for such parties and to ensure enforcement of the covenants in this section.

12. AGRICULTURAL ANIMALS

- A. All Residents will adhere to Moab City's ordinances regarding agricultural animals. The raising of agricultural animals at Mulberry Grove is a privilege, not a right.
- B. As permitted, larger animals may be raised in Tract B of the open space for food and or fiber, and the adult weight of such animals must not exceed 500 pounds. Conditions for raising such are outlined in "The Mulberry Grove Homeowner's Rules and Regulations" document.
- C. Cows, horses and roosters are specifically not permitted.

13. MOTORIZED VEHICLES

It is the intent of this Motorized Vehicles Section to insure that Mulberry Grove sustains a safe, enjoyable and friendly environment for pedestrians, bicycles and animals.

- A. Motorized vehicles are limited to parking areas designated on the Plat and the driveways of drive-in Lots.
- B. Motorized vehicles may not be parked in the yard area of any home.
- C. RV's will be parked in a screened or enclosed carport, shed or garage on drive-in lots that adheres to the Architectural Standards Section or must be parked in the Resident's assigned carport parking stall.
- D. Each Lot is allowed a maximum of two (2) motorized vehicles parked within Mulberry Grove, unless they rent a space from another Lot Owner. Twin Home Lots are treated as individual lots in this regard, and each Residence thereon is allowed two (2) spaces.
- E. Personal motorized vehicles may drive on pedestrian travel ways only during construction or when moving very large, heavy and/or awkward objects (e.g., piano, couch, large boulders) and must adhere to rules and regulations as established and/or amended from time to time by the Association.
- F. Lot Owners must contact the Association at least 48 hours in advance before heavy equipment is operated for routes and construction protocol.

14. MISCELLANEOUS.

- A. Association. The Articles of Incorporation, By-Laws of the Association, Rules and Regulations, Construction Mitigation Protocol, Green Building Program and Affordable Housing Guidelines supplement this Declaration and provide for the governance of Mulberry Grove.

B. Severability. Each of the covenants, conditions and resolutions contained in this Declaration shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.

C. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.

D. Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.

E. Waiver. Waiver or failure to enforce any restriction, covenant or condition of this Declaration of Covenants shall not operate as a waiver of any other restriction, covenant, or condition.

F. Amendment. This Declaration may be amended only upon the affirmative vote of ninety (90%) percent of the Members of the Association with the written consent of MLC for so long as it shall exist.

G. Covenants Running With the Land. The provisions of this Declaration and any Supplements hereto shall be deemed to be covenants running with the land benefiting and burdening all of the Property.

H. Technical Amendments. MLC hereby reserves and is granted the right and power to record technical amendments to this Declaration for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

I. Compliance with Provisions. Lot Owners, Residents and Tenants shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations applied by the Association, resolutions, and contracts of the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for the imposition of fines (as established by the Executive Board) for violations and/or for an action to recover sums due for damages or injunctive relief or both, together with reasonable attorney fees, court costs, and injunction bond premiums and shall be maintainable by the Association Board on behalf of the Owners, or by any Owner, individually.

J. Release and Indemnity. By accepting a deed to a Lot (whether or not it is expressly stated in the deed), each Lot Owner agrees to indemnify and hold harmless MLC and its members, agents, officers, employees, contractors, successors and assigns of, from and against any and all losses, damages, costs, expenses or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by the Lot Owner or its family members or Occupants for any disturbance, inconvenience, noise, nuisance, personal injury, sickness, death, property damage or other risk resulting from, or associated with, the development, construction, use, maintenance and operation of Mulberry Grove, including without limitation, any of the professional services, activities, occurrences, conditions, state of facts, events or situations related thereto.

K. Rules and Regulations. The Association may adopt reasonable Rules and Regulations of uniform applicability ("Rules and Regulations") relating to Architectural Standards, Agricultural Animals and such other matters as shall be deemed necessary or appropriate from time to time. The initial Rules and Regulations shall be adopted by the Executive Board and shall be amended by the affirmative vote of 75% percent of the Members of the Association with the written consent of MLC for so long as it shall exist. Rules and Regulations shall not be recorded. However, it shall be the responsibility of each Member of the Association to be aware of the current Rules and Regulations and to abide by the same. Copies of the Rules and Regulations then in effect shall be delivered to each Lot Owner at the time of his or her purchase of a Lot. Copies of any Amendment in the Rules and Regulations shall be delivered to each Lot Owner when made. Rules and Regulations may not be applied

retroactively to previously approved plans approved under this Declaration or the Original Declaration.

L. This Declaration shall supercede and take the place of the Original Declaration in its entirety.

THIS RELEASE IS INTENDED TO BE A COMPREHENSIVE RELEASE OF LIABILITY BUT IS NOT INTENDED TO ASSERT DEFENSES WHICH ARE PROHIBITED BY LAW. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT LIMIT THE LIABILITY OF INDIVIDUALS OF MULBERRY GROVE LOT OWNERS, RESIDENTS OR OCCUPANTS.

IN WITNESS WHEREOF, the undersigned representing ninety percent (90%) of the Membership Interests of the Association and the consent of MLC has hereunto set its hand and seal to this Declaration effective as of the _____ day of _____ 2009.

MULBERRY LANE COMMUNITY, LLC

By: _____
Susan A. Harrington, Member

By: _____
Daniel B. Stenta, Member

By: _____
Douglas K. Jones, Member

By: _____
Michelle L. Stenta, Member

By: _____
Peter Q. Lawson, Member

By: _____
Anne L. Wilson, Member

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this _____ day of _____, 2009, by Susan A. Harrington, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this _____ day of _____, 2009, by Douglas K. Jones, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this _____ day of _____, 2009, by Peter Q. Lawson, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this ____ day of _____, 2009, by Daniel B. Stenta, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this ____ day of _____, 2009, by Michelle L. Stenta, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this ____ day of _____, 2009, by Anne L. Wilson, as a member of Mulberry Lane Community, LLC.

My commission expires: _____
Witness my hand and official seal.

EXHIBIT "A"
REAL PROPERTY DESCRIPTION

A PARCEL OF LAND WITHIN THE NW SECTION 7, T26 S, R 22 E, SLBM, MOB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SECTION LINE OF SAID SECTION 7, SAID POINT BEARS WITH SAID N89° 59'E 768.0 FT. FROM THE NW CORNER OF SAID SECTION 7 AND PROCEEDING THENCE WITH THE NORTH SECTION LINE, N89°59'E 543.2 FT. TO THE NE CORNER NW ¼ NW ¼ OF SAID SECTION 7, THENCE S03° 00'E 93.0 FT., THENCE S75° 14'E 396.5 FT. TO THE NW CORNER OF THE GOUGH PROPERTY, THENCE WITH THE WEST LINE OF GOUGH S24° 19' E (RECORD = S24° 30'E) 453.5 FT. TO A CORNER, THENCE S37° 29'W 8.5 FT. TO A CORNER, THENCE S00° 09W 125.6 FT., THENCE S00° 11'W 191.0 FT. TO A CORNER, THENCE S81° 43'W 577.0 FT. TO A POINT ON THE EAST LINE OF THE NW ¼ NW ¼ OF SAID SECTION 7, THENCE WITH SAID EAST LINE S00° 07'W 30.1 FT. TO A CORNER, THENCE WEST 294.2 FT. TO A CORNER, THENCE NORTH 524.3 FT TO A CORNER, THENCE S89° 56'W 247.0 FT. TO A CORNER, THENCE NORTH 524.3 FT. TO A CORNER, THENCE S89 56'W 247.0 FT. TO A CORNER, THENCE NORTH 519.7 FT. TO THE POINT OF BEGINNING AND CONTAINING 19.8 ACRES MOR OR LESS.

BASIS OF BEARINGS IS THE MONUMENTED WEST LINE OF THE NW ¼ SECTION 7, T 26 S, R 22 E, SLBM WHICH HAS A RECORD BEARINGI NOF N00° 02'E.