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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
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ELECTRONICALLY RECORDED

**THE CEDARS PLANNED UNIT DEVELOPMENT  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
&  
HOME OWNER BYLAWS**

**LONE PEAK LINKS, L.L.C. AT THE CEDARS**

**Cedar Hills, Utah County, Utah**

THIS DECLARATION ("Declaration") is made this 10<sup>th</sup> day of Oct., 2006 by Lone Peak Links L.L.C., A Utah corporation ("Declarant"), in its capacity as the owner and developer of The Cedars, a Planned Unit Development in Cedar Hills, Utah.

WHEREAS, LONE PEAK LINKS, L.L.C., ("Declarant"), is the legal and beneficial owner of a certain tract of land known as The Cedars Plat "P", situated in Cedar Hills City, Utah County, State of Utah, hereafter referred to as the "Subdivision" or "Development".

WHEREAS, Declarant intends to sell individual lots in the Subdivision, which it desires to subject, pursuant to a general plan of improvement, to certain additional conditions, covenants, restrictions and agreements as hereinafter set forth.

NOW, THEREFORE, the undersigned Declarant declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, mortgaged and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

**ARTICLE I**

**PURPOSE AND EFFECTUATION**

**1.01 Purpose.** The purpose of this instrument is to provide for the preservation of the values of the Lots, Units and Common Areas within The Cedars, and for the maintenance of the roadways, sidewalks, parking, amenities, open spaces, landscaping, trees and all other Common Areas therein.

~~**1.02 Mutual and Reciprocal Benefits.** All of the conditions, covenants, restrictions and agreements set forth herein shall be made for the direct, mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations~~

between the respective owners of all of the lots so created and to create a contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in the Subdivision, their heirs, successors and assigns, operate as conditions, covenants, restrictions and agreements running with the land for the benefit of all other lots in the Subdivision.

**1.03 Effectiveness.** From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute but constituent parts of a single planned unit development; (b) The Development shall consist of the Lots and of the Common Areas which are described and depicted on the Plats, together with such additional Lots and Common Areas, as may come into existence pursuant to the provision hereof relating to the Development; (c) The Declaration of Easements, Covenants, Conditions and Restrictions (Including Bylaws and Design Standards) for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; (d) The plats of the Development shall consist of the instrument which is identified as The Cedars Planned Unit Development, Plats "B".

**1.04 Persons Bound by These Covenants, Conditions, Restrictions and Agreements.** All conditions, covenants, restrictions and agreements herein stated shall run with the land comprising the Subdivision, and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, conditions, restrictions and agreements as to the use thereof and construction of residences and improvements thereon, for a period from the date hereof to January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of at least two-thirds (2/3) of the then owners of said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the conditions, covenants, restrictions and agreements to be amended or released, and by filing said agreement with the office of the Utah County Recorder.

**1.05 Land Use.** No lot shall be used except for residential, open space, public and private utilities, and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling as shown on the final plat and a private garage for not more than three (3) vehicles. The Architectural Review Committee (as described below) shall have the authority to further limit the number of stories and the height of structures for new construction on the lots at its sole and exclusive discretion, as described herein.

**1.06 Initial Development Area.** The provisions of the Declaration shall be applicable to the real property hereinafter described, all of which is situated within the boundaries of Plat "B", as identified under Section 2.15 of this Declaration and described on Attachment 1.

**1.07 Expansion of Development.** Declarant intends to sequentially develop the project on a phased basis, eventually covering all residential portions of Plat "B" and the Expansion Property. All or any portion of the real property within the area designated as Expansion Property may, at the discretion of the Declarant, be annexed to and become subject to the terms of this Declaration and thus become subject to the jurisdiction of the Association, provided that; (1) a final plat covering the Expansion Area or portion therefor, intended to be annexed shall first have been approved by the City, and (2) the plat together with a supplementary declaration having a form substantial as set forth on Attachment 2, shall have been executed and recorded at the office of the Utah County Recorder. The recordation of the supplementary declaration and final plat shall constitute and effectuate the annexation of the area, making the same subject to the functions, powers and

jurisdiction of the Association and all owners of lots in said subject property shall automatically become members of the Association.

## ARTICLE II

### DEFINITIONS

**2.01 Architectural Review Committee (ARC).** A committee established pursuant to authorization set forth under ARTICLE X and ARTICLE XII of the Declaration for the purpose of: (1) Overseeing and approving the initial design of homes within the Development and any subsequent additions or attachments thereto, (2) the design and placement of any accessory building, fences or other structures on a lot, and (3) the enforcement of the provisions of this declaration and any subsequent rules and policies adopted by the Cedars Committee. The initial ARC, to be appointed by the Declarant, shall consist of professionals in the housing industry. The subsequent ARC, to be appointed by the members of The Cedars Committee, after the initial ARC shall have been dissolved, shall consist of residents of The Cedars Planned Unit Development.

**2.02 Articles** shall mean and refer to The Cedars Planned Unit Development Declaration of Covenants, Conditions and Restrictions & Home Owner Bylaws, which are or shall be filed in the Office of the Division of Corporation and Commercial Code, State of Utah, as the same may be amended from time to time.

**2.03 Assessment** shall mean the amount which is to be levied and assessed against Lots and paid by each Owner to the Home Owners' Association for Association expenses as herein set forth.

**2.04 Association** shall mean The Cedars Home Owner Association (HOA), a Utah non-profit corporation, and its successors and assigns.

**2.05 Board** shall mean the Cedars Committee of the Association.

**2.06 Bylaws** shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration, and may be amended from time to time.

**2.07 Common Areas** shall mean all portions of the Development except the lots, units, golf course and shall include all property owned by the Association for the common enjoyment of the Owners such as all private undedicated roadways, common driveways, amenities, open spaces, common landscaping, structural common areas, if any, and the like, together with all easements appurtenant thereto, as reflected on the Plats.

**2.08 Declarant** shall mean Lone Peak Links, L.L.C., a Utah corporation, its successors and assigns, if any, as developers of The Cedars Development.

**2.09 Declaration** shall mean the Declaration of Easements, Covenants, Conditions and Restrictions and Bylaws of The Cedars, as embodied in this document and the same may be supplemented or amended from time to time.

**2.10 Development** shall mean the planned unit development known as The Cedars as it exists at any given time.

**2.11 Limited Common Areas** shall mean any Common Areas designated for exclusive use by the Owner of a particular Unit. Limited Common Areas that are identified on the Plat with same number or other designation by which a Unit is identified thereon shall be Limited Common Area for the exclusive use of the Owner of the Unit bearing the same number or designation.

**2.12 Lot** shall mean and refer to any of the separately numbered and individually described parcels of land within the Development as designated on the Plats, intended for single family residential use or open space.

**2.13 Managing Agent** shall mean any person or entity appointed or employed as Managing Agent by the Association.

**2.14 Owner** shall mean any person who is the owner of record (as reflected by the records in the office of the County recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or sale of conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

**2.15 Plat** shall mean and refer to the subdivision plats covering the Property entitled Plat B, The Cedars, A Planned Unit Development, Cedar Hills, Utah County, Utah, prepared and Certified by Robbing Mullen (a duly registered Utah Land Surveyor holding Certificated No. (368356), executed and acknowledged by Declarant, accepted by Cedar Hills City, and filed for record in the office of the County Recorder of Utah County, Utah concurrently with this Declaration, together with any portion of the territory shown on Plat "B" as expansion area, when a Final plan and attached documents shall have been approved by the city and recorded at the Office of The Utah County Records Office.

**2.16 Property** shall mean all land and improvements covered by this Declaration, including Common Areas and Lots and other property annexed to the Development as provided in this Declaration.

**2.17 Reimbursement Assessment** shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Association for the cost incurred in bringing the Owner of his Lot or Unit into compliance with provisions of this Declaration, the Articles, Bylaws or rules and regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration, the Articles, Bylaws or rules and regulations of the Association, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provision of this Declaration.

**2.18 The Cedars Committee** shall mean the Board of Director of the Home Owner Association.

**2.19 Unit** shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including patios, decks, appliances, electrical receptacles and outlets, air conditioning compressors and other air condition apparatus.

### ARTICLE III

## DUTIES AND OBLIGATIONS OF OWNERS

**3.01 Maintenance and Repairs.** Each Owner shall at his own cost maintain his lot, unit and improvements constructed thereon in good condition and repair at all times. The painting or remodeling, rebuilding or modification of any Unit exteriors or parts thereof must be submitted to and approved by the ARC or the The Cedars Committee, if the ARC no longer exists as a separate body.

**3.02 Standards.** In deciding whether to approve or disapprove plans and specifications submitted to it, The ARC shall use the Design Standards Book, coupled with their best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surrounding structures. If the plans and specifications meet such criteria, The ARC shall approve the same.

## ARTICLE IV

### ARCHITECTURAL AND STRUCTURAL CONTROL

**4.01 Approval Required.** For the purpose of further insuring the development of the Subdivision as a residential area of high standards, the owner or occupant of each lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, fence, or other structure shall be placed upon said lot unless and until the plans and specifications and plot plan have been approved in writing by the Architectural Review Committee, established pursuant to the terms of ARTICLE XII. Each such building, fence, or other structure shall be placed on the lot only in accordance with the plans and specifications and plot plans. No material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall be made without The ARC's written approval. No substitution of materials shall be used unless approval has been given from the ARC.

**4.02 Plans and Specifications.** In connection with said approval, complete plans and specifications of all proposed buildings, structures, walls, and exterior alterations, together with detailed plans showing the proposed location of the same on the particular lot, shall be submitted to the ARC before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the ARC. All plans and specifications for such approval must be submitted at least fourteen (14) business days prior to the proposed construction starting date.

**4.021 House square footage requirements.** Ramblers shall consist of a minimum of 1,200 square feet finished on the main floor. Multi-level units shall consist of a minimum of 1,400 square feet finished. Two-story homes shall consist of a minimum of 1,600 square feet finished. All homes must fully comply with those standards found in The Cedars Design Standards Book.

**4.022 Garage requirements.** All homes must fully comply with those standards found in The Cedars Design Standards Book.

**4.023 Exterior requirements.** All homes must fully comply with those standards found in The Cedars Design Standards Book.

**4.03 Approvals or Denials.** As to the construction of all homes within the Subdivision, The ARC shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the ARC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ARC shall have the right to take into consideration the suitability of the proposed improvement, the material of which it is to be built and the exterior color scheme of the proposed home, the harmony thereof with the surroundings, the effect or impairment that such improvements will have on the view of surrounding building sites, and any and all facts which, in the ARC's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. Under no condition shall any pre-fabricated or mobile homes be allowed within the development. The approval of the ARC of any plans or specifications submitted for approval as herein required shall not be deemed to be a waiver by the ARC of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in the plans and specifications of any other improvements submitted for the ARC approval.

**4.04 Modification or Improvement to Unit or Lot.** Any exterior modification or improvement to unit or lot must be approved in writing from the ARC.

**4.05 Architectural Procedures.** All approvals or disapprovals shall be in writing. All decisions of the ARC shall be final, and neither the Declarant, or, the ARC nor their designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The ARC's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the proposed improvements, or the architectural soundness thereof, and neither the Declarant, The Cedars Committee nor the ARC shall have responsibility for a determination of such adequacy or soundness.

**4.06 Moving of Structures.** No structure of any kind shall be moved from any other place to the Subdivision without written approval of the ARC.

**4.07 Compliance with Zoning Ordinances.** All improvements in the Subdivision shall be placed and used upon the lots in accordance with the provisions of the applicable provisions of the Cedar Hills City zoning ordinances, unless otherwise modified or restricted by the covenants herein.

**4.08 Temporary Structures.** No trailer, tent, shack or other out-building shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence.

**4.09 Easements.** Easements and rights of way are hereby reserved to the Declarant, its successors and assigns, in and over the real property within the Subdivision subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services, sewage, cable T.V. and other things for convenience to the owners of lots in the Subdivision, including but not limited to, those shown on the Plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell all lots owned by the Declarant therein.

**4.10 Setbacks.** No dwelling, house or other structure shall be constructed or situated on any lots created except in conformity with the "setback" as established on the Lotting and Set Back Plan as approved by the City. Technical terms such as "setback" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Cedar Hills City Zoning Ordinances or the Uniform Building Code, as applicable.

**4.11 Fences and Walls.** No fence or wall shall be erected, placed or altered on any yard of any Lot unless prior approval is given by the ARC and is in accordance with the Design Standards Book.

**4.12 Change in Grade.** The surface grade or elevation of the various lots in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such lot to other lots, common area in the Subdivision, or which would result in materially obstructing the view from any other lot in the Subdivision.

**4.13 Utilities.** All electric, television, cable television, telephone and other utility line installments and connections from the property line of any lot to the residence or structures thereon shall be placed underground.

## ARTICLE V

### NUISANCES AND RELATED MATTERS

**5.01 Nuisances.** No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the owners or occupants of any other lots in the Subdivision.

**5.02 Pets.** No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pets will be permitted in accordance with Cedar Hills City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision.

**5.03 Storage.** No campers, boats, snow mobiles, ATV's, jet skis or other water-related-vehicles, boat-trailers, house-trailers, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailers shall be stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes. All such uses must fully comply with those standards found in The Cedars Design Standards Book.

**5.04 Signs.** All signs must fully comply with those standards found in The Cedars Design Standards Book.

**5.05 Drilling and Mining.** There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

**5.06 Rubbish.** No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring lots and streets.

**5.07 Transmitting and Receiving Equipment.** No external radio, citizen's band, ham radio or any similar transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the lot. Exceptions must first be approved in writing by The Cedars Committee. Any installation of a satellite reception dish on any lot shall be located so that it is obscured from view of the street and neighbors by fencing, plants or tasteful construction to obscure the dish, unless otherwise approved by the Cedar Committee. No satellite dish shall exceed 24" in diameter. All such uses must fully comply with those standards found in The Cedars Design Standards Book.

**5.08 Installation and Maintenance of Landscaping.** The homeowner or homebuilder shall plant the front and rear yards and landscape the front yard of all lots, including a sprinkling system, within 90 days of receiving an occupancy permit for the home, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than June 1 of the first summer of ownership. If the home owner fails to maintain the front yard at an appropriate level as determined by the HOA, then the HOA will have the right to have a professional landscaping firm maintain the front yard at the appropriate level and the homeowner will be billed for such maintenance. All landscaping must fully comply with those standards found in The Cedars Design Standards Book.

## ARTICLE VI

### ADDITIONAL COVENANTS

**6.01 Breach or Violation of Covenants.** In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant or The Cedars HOA, or the owner of any Lot in the Subdivision, or any of them, jointly or severally, shall be authorized to take such legal or administrative action as it deems appropriate and is consistent with the laws of the State of Utah, to enforce said Covenants, Conditions and Restrictions.

**6.02 Recovery.** In the event that the Declarant, The Cedars HOA, The Cedars Committee, or any property owners in this subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover (in addition to any other damages) costs, and expenses of the litigation, including reasonable attorneys fees from the party found to be in violation thereof.

**6.03 Effect or Waiver or Breach or Failure to Enforce.** Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the



extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

**6.04 Severability.** Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**6.05 Declarant's Right to Amend.** The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be most beneficial for the Subdivision, so long as it owns lots within the Subdivision.

**BYLAWS  
OF  
THE CEDARS HOMEOWNERS ASSOCIATION, INC.  
(A Utah Non-Profit Corporation)**

**THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS  
ARTICLES VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI and XVII.**

**ARTICLE VII**

**THE CEDARS HOME OWNERS ASSOCIATION**

**7.01 Establishment of Home Owners Association.** Declarant shall establish a Home Owners' Association (the "The Cedars HOA") to carry out the obligations so designated in this Declaration.

**ARTICLE VIII**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**8.01 Membership.** Every Owner upon acquiring title to a Lot shall automatically become a member of The Cedars Home Owners' Association and shall remain a member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the succeeding Owner shall become a member. Membership in the Association shall be mandatory, shall be appurtenant to and may not be separated from the ownership of a lot.

**8.02 Record of Ownership.** Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract or notice of interest) to him or his Lot and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein shall notify the Association of the name and address of the Mortgage Company and also of the release of such Mortgage; and the Secretary of the Association shall maintain all such information in the records of the ownership. The Association may at any time obtain and rely on information from the Utah County Recorder regarding the Owner and Mortgagees of Lots.

**8.03 Voting Membership.** The Cedars HOA shall consist of one class of membership. All of the owners of a Lot in the Subdivision shall be a "Member". When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**8.04 Annual Meetings.** The annual meeting of members of the HOA shall be held on the second Saturday in March of each year at the hour of 10:00 o'clock a.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of election. The Cedars Committee (if the members then have responsibility of so doing) shall be responsible for and transacting such other business as may come before the meeting. If the election of The Cedars Committee shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, The Cedars Committee shall cause the election to held as a special meeting of the members to be convened as soon thereafter as may be convenient. The Cedars Committee may from time to time, by resolution, change the date and time of the annual meeting of the members.

**8.05 Special Meetings.** Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by The Cedars Committee or by the president, and shall be immediately called by the president upon the written request of members holding not less than twenty percent (20%) of the total votes of the HOA. Such written requests shall state the purpose or the purposes of the meeting and shall be delivered to The Cedars Committee or the president. In case of failure to call such meeting within twenty (20) days after such request, such member may call the same.

**8.06 Place of Meetings.** The Cedars Committee may designate any place in Utah County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by The Cedars Committee. A waiver or notice signed by a majority of the members may designate any place, within the State of Utah, as the place for holding such meetings.

**8.07 Notice of Meetings.** The Cedars Committee shall cause to be written or printed a notice of the time, place, and purpose of all meetings of the members, whether annual or special, to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the HOA such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the HOA. If no address is registered with the HOA, the member's Lot address shall be deemed to be his registered address for purpose of the notice hereunder.

**8.08 Fixing of Record Date.** Upon purchasing a lot in the Development, each Owner shall promptly furnish to the HOA a certified copy of the record instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the HOA. For the purpose of determining members entitled to notice or to vote at any meeting of the members, or any adjournment thereof, The Cedars Committee may determine a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the HOA on such record date as the Owners of record of Lots in the Development shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournment thereof.

**8.09 Quorum.** At any meeting of the members, the presence of members, or holders of proxies, entitled to cast more than fifty percent (50%) of the total votes of the HOA shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

**8.10 Proxies.** At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall be executed by the member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act shall have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the HOA or to such other officers or persons who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

**8.11 Votes.** With respect to each matter (other than the election of The Cedars Committee) submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah Law.

## ARTICLE IX

### THE CEDARS COMMITTEE

**9.01 The Cedars Committee.** The management and maintenance of the Subdivision and administration of the affairs of The Cedars HOA shall be conducted by the Cedars Committee, consisting of five (5) members, each member will serve for a term of one year. The Cedars Committee may act by any three (3) of its members, and any authorization approval or authority made by The Cedars Committee must be in writing and signed by at least three members.

**9.02 Declarant Authority.** It is intended that the Declarant shall appoint The Cedars Committee and may fill any vacancies within the Committee for so long as the Declarant owns any lots or other real property in the Subdivision. Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the members of the Cedars Committee to be elected by the vote of a majority of the lot owners. Any member of The Cedars Committee may resign from the Committee, at any time, upon written notice to the other members of The Cedars Committee. At such time as the Declarant no longer owns any lots within Plat "B" or any portion of the Expansion Area or any lots within any final plat or any portion of the Expansion Area annexed to the Development; or at such earlier time when the Declarant may determine appropriate, the selection of the members of The Cedars committee shall be determined by election by the members of the HOA rather than by appointment of the Declarant. Election of the members of the Committee shall be conducted at the first meeting of the lot owners following sale of the last lot owned by the Declarant or receipt of notification by the Declarant of his determination to allow appointment by election. Election shall be by majority vote cast by all owners or proxies in attendance at the meeting. The term of those members elected shall be for the remainder of the year in which they are elected and until the next annual meeting of the HOA. The number of the members of The Cedars Committee may be changed at any annual meeting after the Declarant's right of appointment of members of the Cedars Committee shall have been relinquished.

**9.03 General Powers.** The property, affairs, and business of the HOA shall be managed by the Cedars Committee. The Cedars Committee may exercise all of the powers of the HOA, whether derived from law, the Articles of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Cedars Committee shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, providing the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Development and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the organization, as required by the Declaration. The Cedars Committee may by written contract delegate, in whole or in part, to a professional management organization or person such duties, responsibilities, functions, and powers as are properly delegable.

**9.04 Duties of the Cedars Committee.** The rights, duties and functions of The Cedars Committee shall be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial

Cedars Committee named in Section 9.8 below, shall serve until the Declarant shall have relinquished authority to appoint members of the Cedars Committee and any remaining appointed members shall have been replaced by members elected by the HOA. The Cedars Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Articles and Bylaws, including, but not limited to, the following:

(1) To make and enforce all rules and regulations covering the operation and maintenance of the Subdivision.

(2) To maintain those common areas in the Subdivision listed below.

- a. The common park
- b. All private roads and appurtenant landscape areas.
- c. The fifty foot buffer strip on the east side of Canyon Rd.

(3) To enforce the conditions, covenants, restrictions and agreements set forth herein and as may be hereafter adopted by the HOA.

(4) To serve as the Architectural Review Committee and perform the duties and tasks delegated thereto at any time no ARC shall exist.

(5) To enter into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers.

(6) To assess and collect fees from its Members to cover the costs of the maintenance of the common areas of the Subdivision and administration of The Cedars HOA.

(7) To open bank accounts on behalf of The Cedars HOA and to designate the signatures thereof.

(8) To bring, prosecute and settle litigation for itself, The Cedars HOA and the Subdivision.

(9) To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members or Owners, ~~items of personal property necessary or convenient to the management~~ of the business and affairs of The Cedars HOA or for the operation of the Subdivision, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(10) To keep adequate books and records.

(11) To do all other acts necessary for the operation and maintenance of the Subdivision and the performance of its duties as agent for The Cedars HOA, including the maintenance and repair of any portion of the subdivision and common improvements therein as deemed necessary to protect or preserve the Subdivision.

**9.05 Liability.** Members of The Cedars Committee, the officers and any assistant officers, agents and employees of The Cedars HOA shall be liable to the Members or Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; shall have no personal liability in tort to any Member, Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such,

except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal liability arising out of the use, misuse or condition of the Subdivision, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

**9.06 Indemnity.** The Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is or was a member of The Cedars Committee or an officer or assistant officer, agent or employee of The Cedars HOA, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, The Cedars Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, by agreement, by vote of The Cedars Committee or otherwise. The indemnification as contained herein shall be paid by The Cedars Committee on behalf of the Members and shall be assessed and collectible from the Members, including Declarant, on a pro rata basis in accordance with the number of votes of each Member or of Declarant.

**9.07 Fidelity Bond.** The Cedars Committee may procure appropriate fidelity bond coverage for any person or entity handling funds of The Cedars HOA.

**9.08 The Cedars Committee Members:** The initial members of The Cedars Committee shall be as follows:

Keith Nielsen  
860 East 4500 South #303  
S.L.C. UT. 84107

Craig Nielsen  
860 East 4500 South #303  
S.L.C. UT. 84107

Ty Briggs  
860 East 4500 South #303  
S.L.C. UT 84107

Max Morgan  
860 East 4500 South #303  
S.L.C. UT. 84107

Kenneth G. Briggs  
860 East 4500 South #303  
S.L.C. UT. 84107

**9.09 Regular Meetings.** The regular annual meeting of The Cedars Committee shall be held without other notice than this bylaw, and at the same place as the annual meeting of the members. The Cedars Committee may provide by resolution the time and place, within Utah County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

**9.10 Special Meetings.** Special meetings of The Cedars Committee may be called by or at the request of any of the members of The Cedars Committee. The person or persons authorized to call special meetings of The Cedars Committee may fix any place, within Utah County, State of Utah, as the place for holding any special meeting of The Cedars Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each member of The Cedars Committee at his registered address, or by telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to have been delivered when the telegram is delivered to the telegraph company. Any member of The Cedars Committee may waive notice of the meeting. The attendance of a member of

The Cedars Committee at a meeting shall constitute a waiver of notice of such meeting except where a member of The Cedars Committee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**9.11 Quorum and Manner of Action.** A majority of the authorized number of The Cedars Committee shall constitute a quorum for the transaction of business at any meeting of The Cedars Committee. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration, the act of a majority of The Cedars Committee present at any meeting at which a quorum is present shall be the act of The Cedars Committee. The Cedars Committee shall act only as a Board, and individually members of The Cedars Committee shall have no power as such.

**9.12 Compensation.** No Trustee shall receive compensation for any services that he may render to the HOA as a member of The Cedars Committee; however, that a member of The Cedars Committee may be reimbursed for expenses incurred in the performance of his duties as a member of The Cedars Committee to the extent that such expenses are approved by The Cedars Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as a member of The Cedars Committee.

**9.13 Resignation Removal.** A member of The Cedars Committee may resign at any time by delivering a written resignation to either the president or The Cedars Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of The Cedars Committee (other than a member of The Cedars Committee appointed by the Declarant) may be removed at any time, for or without cause, by the affirmative vote of the Owners holding more than fifty (50%) of the total number of votes appurtenant to all Lots in the Development, at a special meeting of the members duly called for such purpose.

**9.14 Vacancies.** If vacancies shall occur in The Cedars Committee by reason of the death, resignation, or disqualification of a member of The Cedars Committee (other than a member of The Cedars Committee appointed by the Declarant), or if the authorized number of The Cedars Committee shall be increased The Cedars Committee then in office shall continue to act, and such vacancies or newly created memberships shall be filled by a vote of The Cedars Committee then in office, though less than a quorum, in any way approved by such The Cedars Committee at the meeting. Any vacancy in The Cedars Committee occurring by reason of removal of a member of The Cedars Committee appointed by the Declarant, ~~such vacancies shall be filled by appointments to be made by the Declarant.~~ Any member of The Cedars Committee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Cedars Committee, as the case may be.

**9.15 Informal Action by The Cedars Committee.** Any action that is required or permitted to be taken at a meeting of The Cedars Committee, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of The Cedars Committee.

**9.16 Amendments.** The provision of this Article may not be amended, modified, or repealed, unless such amendment, modification, or repeal is approved by the affirmative vote of Owners holding more than fifty percent (50%) of the total number of votes appurtenant to all Lots in the Project.

**9.17 Assistant Secretaries and Assistant Treasurers.** The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president of The Cedars Committee.

**9.18 Compensation.** No officer shall receive compensation for any services that he may render to the HOA as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expense are approved by The Cedars Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as an officer.

## ARTICLE X

### COMMITTEES

**10.01 Designation of Committees.** The Cedars Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the HOA as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by The Cedars Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the HOA other than in his capacity as committee member.

**10.02 Proceeding of Committees.** Each committee designated hereunder by The Cedars Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceeding and shall regularly report such proceeding to The Cedars Committee.

**10.03 Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by The Cedars Committee, the presence of members consisting of at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by The Cedars Committee hereunder shall act only as a committee, and the individual members thereof shall have no power as such.

**10.04 Resignation Removal.** Any member of any committee designated hereunder by The Cedars Committee ~~may resign at any time by delivering a written resignation to the president, The Cedars~~ Committee, or the presiding officer of the committee of which he is a member. Unless otherwise specified herein, such resignation shall take effect upon delivery. The Cedars Committee may at any time, for or without cause, remove any member of any committee.

**10.05 Vacancies.** If any vacancy shall occur in any committee designated by The Cedars Committee hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of The Cedars Committee.

## ARTICLE XI

### OFFICERS



**11.01 Officers.** The officers of The Cedars Committee shall include a president and a secretary, and such other officers as may from time to time be appointed by The Cedars Committee.

**11.02 Election, Tenure, and Qualifications.** The officers shall be chosen by The Cedars Committee annually at the regular annual meeting of The Cedars Committee. In the event of failure to choose officers at such regular annual meeting of The Cedars Committee, officers may be chosen at any regular or special meeting of The Cedars Committee. Each such officer (whether chosen at a regular annual meeting of The Cedars Committee or otherwise) shall hold his office until the next ensuing regular annual meeting of The Cedars and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices; provided, however, that the president may not also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

**11.03 Subordinate Officers.** The Cedars Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the HOA determine. The Cedars Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be member of the Cedars Committee or members of the HOA.

**11.04 Removal.** Any officer may resign at any time by delivering a written resignation to the president or to The Cedars Committee. Any officer or agent may be removed by The Cedars Committee whenever in its judgement the best interest of the HOA will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

**11.05 Vacancies.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other case, a new office shall be created. Such vacancies or newly created offices may be filled by The Cedars Committee at any regular or special meeting.

**11.06 President.** The president shall be the principal executive officer of the HOA and subject to the control of The Cedars Committee. The president shall in general supervise and control all of the business and affairs of the HOA. He shall, when present, preside at all meetings of the members and of The Cedars Committee. He may sign, with the secretary or any other proper officers of the HOA hereunto authorized by The Cedars Committee, any deeds, mortgages, bonds, contracts or other instruments which The Cedars Committee has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by The Cedars Committee or by these Bylaws to some other officer or agent or the HOA, or shall be required by law to otherwise be signed or executed; and in general shall preform all duties incident to the office of president and such other duties as may be prescribed by The Cedars Committee from time to time.

**11.07 Secretary.** The secretary shall (a) keep the minutes of the HOA and of The Cedars Committee in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the HOA; and (d) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or The Cedars Committee.

**11.08 Treasurer.** The Treasurer, if appointed, shall; (a) have custody of and be responsible for all funds of the HOA (b) receive and give receipt for moneys due and payable to the HOA from any source whatsoever, and deposit all such money in the name of the HOA in such banks, trust companies or other depositories as shall be determined by The Cedars Committee; and (c) in general perform all

of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or The Cedars Committee.

**11.09 Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meeting and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

**11.10 Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

## ARTICLE XII

### ARCHITECTURAL REVIEW COMMITTEE

**12.01 Architectural Review Committee.** There is hereby established an Architectural Review Committee (ARC) for the Cedars. The ARC shall consist of five (5) members. The ARC shall have the duty and responsibility to carry out the tasks set forth under ARTICLE IV, and shall pass upon, approve or reject any plans or specifications for improvements to be made on lots in the Subdivision, and to enforce the conditions, covenants and restrictions set forth herein, and standards found in "The Cedars Design Standards", set forth herein or made an attachments hereto, so that all structures shall conform to the restrictions and general plans, of the Declarant, The Cedars HOA, and The Cedars Committee, for the improvement and development of the whole Subdivision. The ARC may act by any three (3) of its members, and the approval of any plans for the construction of homes or improvements to The Cedars must have a stamp of approval and be signed by three (3) members of the ARC.

**12.02** It is intended that the Declarant shall appoint the members of the ARC and may fill any vacancies therein for so long as the Declarant owns any lots or other real property in the Subdivision. Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the members of the ARC to be appointed by The Cedars Committee. Any member of the ARC may resign from the Committee, at any time, upon written notice to the other members of the ARC. At such time as the Declarant shall have relinquished authority to appoint members of the Cedars Committee, (See Section 9.02) the members of the ARC shall be appointed by The Cedars Committee, in accordance with the provisions of ARTICLE X.

**12.03** The Initial Members of the Architectural Review Committee shall consist of:

Kenneth G. Briggs      Keith Neilsen      Craig Neilsen      Ty Briggs      Max Morgan

## ARTICLE XIII

### INDEMNIFICATION

**13.01 Indemnification - Third-Party Actions.** The HOA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the HOA) by reason of the fact he is or was a member of The Cedars Committee or officer of the HOA, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by, in the connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the HOA, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by any adverse judgement, settlement, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create presumption that the person did not act in good faith and a manner which he reasonably believed to be in or not opposed to the best interest of the HOA or with respect to any criminal action or proceeding that the person had reasonable cause to believe that his conduct was unlawful.

**13.02 Indemnification - Association Actions.** The HOA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the HOA by reason of the fact that he is or was a member of The Cedars Committee or officer of the HOA, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the HOA; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the HOA, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in the view of all circumstances of the case, such person is fairly and reasonably entitled to the indemnity of such expenses which such court shall deem proper.

**13.03 Determination.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article XIII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article XIII hereof shall be made by the HOA only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made either (a) by The Cedars Committee by a majority vote of disinterested members of The Cedars Committee or (b) by independent legal counsel in written opinion, or (c) by the affirmative vote of more than fifty percent (50%) of the total votes of the HOA at a meeting duly called for such purpose.

**13.04 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the HOA in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of The Cedars Committee and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the HOA as authorized by this article or otherwise.

**13.05 Scope of Indemnification.** The indemnification provided for by this article shall not be deemed exclusive of any other right to which those indemnified may be entitled under any provision in the HOA's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or The

Cedars Committee, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future members of The Cedars Committee, officers, employees, and agents of the HOA shall continue as to such persons who cease to be benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

**13.06 Insurance.** The HOA may purchase and maintain insurance on behalf of any person who was or is a member of The Cedars Committee, officer, employee, or agent of the HOA, or who was or is serving the request of the HOA as a member of The Cedars Committee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him incurred by him in any such capacity or arising out of his status as such, whether or not the HOA would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

**13.07 Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall be expenses of the HOA and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

**ARTICLE XIV**

**FISCAL YEAR**

**14.01 Fiscal Year.** The fiscal year of the HOA shall begin on the 1<sup>st</sup> day of January of each year and shall end on the 31<sup>st</sup> day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XV**

**ASSESSMENTS**

**15.01 Agreement to Pay Assessments.** The Declarant for each Unit within the Development, and for and as the Owner of the Property and every part thereof, hereby covenants and each Owner of any Unit(s) by the acceptance of a deed, contract, or other instrument of conveyance and transfer therefor, whether or not it be so expressed in said deed, contract, or other instrument, shall be deemed to covenant and agree with each other Owner and with the Association to pay to the Association all assessments made by the Association for the purpose provided in this Declaration. Such assessments shall be fixed, established, and collected from to time as provided in the Article IX.

**15.02 Annual Assessments.** Annual assessments shall be computed by The Cedars Committee of the Association and assessed against all Units in the Development based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out or connected with the maintenance and operation of the Common Areas.

Where such reserve is to be funded by monthly payments rather than extraordinary special assessment, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section shall be part of the Common Expense Fund.

**15.03 Initial Annual Assessment.** The initial annual assessment based upon current landscape and improvement estimates shall be Six-Hundred Dollars (\$396.00) per Unit (See Attachment 3). Changes to the initial annual assessment shall be made by The Cedars Committee of the Association and be

based upon the Common Expenses which shall also be adjusted for current costs and inflation. A summary of the tasks to be performed by the HOA are an estimate of costs for each task as set forth on attachment 3.

**15.04 Rate and Date of Assessment.** The Common Expenses shall be apportioned and assessed to all Owners at a uniform rate which shall be in proportion to the number of Units in the Development.

**15.05 Annual Budget.** Annual assessments shall be made on a calendar year basis; provided the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Assessments. The association shall give written notice to each Owner as to the proposed budget and the amount of the annual assessment (hereinafter "Annual Assessment") with respect to his or her Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessments for the upcoming calendar year and the major guideline under which the Development shall be operated during such annual period.

**15.06 Payment.** Each Annual Assessment shall be due and payable in monthly installments on the 1<sup>st</sup> day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment becomes due, the Association may, at its option, and upon thirty (30) days' prior written notice to the Owner accelerate the due date for all remaining Annual Assessment installments for the calendar year and all accrued unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and installments so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of eighteen percent (18%) per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provision of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date thirty (30) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

**15.07 Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at anytime for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedures set forth in "Special Assessment" below, except that the vote of therein specified shall be necessary.

**15.08 Special Assessments.** In addition to the Annual Assessments authorized by this Article, The Cedars Committee on behalf of the Association may, levy at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the members of the Association, special assessments (hereinafter "Special Assessments"), payable over such periods as the Association may determine, for the purpose of defraying.

ARTICLE XVI

RULES AND REGULATIONS

16.01 The Cedars Committee may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the project; provided, however, that such rules and regulations shall not be inconsistent with the right and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by The Cedars Committee, and with copies of all amendments and revisions thereof.

ARTICLE XVII

AMENDMENTS

17.01 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of more than fifty percent (50%) of the total votes of the HOA; provided, however, that such actions shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the HOA, shall have been executed and verified by the current president of the HOA and mailed to each member of the HOA.

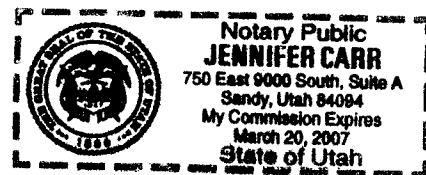
The Cedars Committee

Date Oct 1, 2005  
Gregory D. Nicks  
Josh C. Hill

IN WITNESS WHEREOF, the undersigned has executed this document on this 10<sup>th</sup> day of Oct., 2005

Lone Peak Links, L.L.C.

[Signature] 10-1-05  
Signature Date



A PARCEL OF LAND LYING WITHIN SECTIONS 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 2 EAST AND NORTH HALF OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ENT 26837:2006 PG 23 of 31

COMMENCING AT A FOUND BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 03'58" EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1332.46 FEET TO THE REAL POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SECTION 31, NORTH 00 DEGREES 03'58" EAST, A DISTANCE OF 666.23 FEET; THENCE NORTH 89 DEGREES 55'56" EAST A DISTANCE OF 664.41 FEET; THENCE SOUTH 00 DEGREES 04'28" WEST A DISTANCE OF 600.43 FEET; THENCE NORTH 89 DEGREES 56'59" EAST A DISTANCE OF 987.14 FEET; THENCE NORTH A DISTANCE OF 1267.46 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 31.; THENCE NORTH 89 DEGREES 54'53" EAST ALONG SAID MID-SECTION LINE, A DISTANCE OF 1776.60 FEET; THENCE SOUTH 00 DEGREES 05'07" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 54'53" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 05'07" WEST A DISTANCE OF 100.00 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 31; THENCE NORTH 89 DEGREES 54'53" EAST ALONG SAID MID-SECTION LINE, A DISTANCE OF 982.50 FEET; THENCE NORTH 00 DEGREES 17'14" EAST A DISTANCE OF 1335.02 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 89 DEGREES 43'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 844.87 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32; THENCE SOUTH 89 DEGREES 06'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1326.77 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1 / 4 , OF THE NORTHWEST 1/4 OF SECTION 32; THENCE SOUTH 00 DEGREES 24'36" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1 / 4 OF THE NORTHWEST 1/4 , A DISTANCE OF 1333.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTH 00 DEGREES 21'02" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1324.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 43'21" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1324.97 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE SOUTH 89 DEGREES 17'08" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST 1/4, A DISTANCE OF 2671.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 08'52" WEST ALONG THE EAST LINE OF SECTION 32, A DISTANCE OF 1314.50 FEET TO THE SOUTHEAST CORNER OF SECTION 32; THENCE NORTH 89 DEGREES 18'08" WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 2678.33 FEET TO A BRASS CAP MONUMENT MARKING THE 1/4 CORNER COMMON TO SECTIONS 32 AND 5; THENCE SOUTH 00 DEGREES 03'21" EAST ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 5, A DISTANCE OF 1316.63 FEET; THENCE SOUTH 89 DEGREES 59'13" WEST A DISTANCE OF 663.35 FEET; THENCE NORTH 00 DEGREES 01'53" EAST A DISTANCE OF 328.82 FEET; THENCE SOUTH 89 DEGREES 57'25" WEST A DISTANCE OF 1419.21 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROUTE 146; THENCE NORTH 03 DEGREES 31'58" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 986.24 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 52'02" WEST ALONG SAID SECTION LINE, A DISTANCE OF 625.15 FEET TO A BRASS CAP MONUMENT MARKING THE CORNER COMMON TO SECTIONS 31 AND 32, TOWNSHIP 4 SOUTH AND SECTION 5 AND 6, TOWNSHIP 5 SOUTH; THENCE NORTH 00 DEGREES 16'52" EAST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 39.11 FEET TO THE CENTERLINE OF THE SALT LAKE AQUEDUCT EASEMENT; THENCE NORTH 48 DEGREES 19'30" WEST ALONG SAID CENTERLINE, A DISTANCE OF 938.73 FEET; THENCE WEST A DISTANCE OF 1933.25 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 31; THENCE NORTH 00 DEGREES 05'56" EAST ALONG SAID MIDSECTION LINE, A DISTANCE OF 667.05 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 56'59" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2657.24 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 488.51 ACRES OF LAND LESS AND EXCEPTING STATE ROUTE 146 AND STATE ROUTE 92.

## Attachment 2 - Expandable Properties

The Expansion Area shall be defined as:

### PARCEL #1

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 31 OF TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B. & M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE N. 00°16'49" E. ALONG THE SECTION LINE A DISTANCE OF 865.69 FEET; THENCE WEST A DISTANCE OF 738.04 FEET TO THE REAL POINT OF BEGINNING;

THENCE N. 69°59'33" W. A DISTANCE OF 189.36 FEET; THENCE N. 48°33'00" W. A DISTANCE OF 1428.60 FEET; THENCE N. 41°27'00" E. A DISTANCE OF 36.56 FEET; THENCE N. 25°22'48" W. A DISTANCE OF 101.51 FEET; THENCE N. 23°13'16" E. A DISTANCE OF 108.53 FEET; THENCE N. 55°27'49" E. A DISTANCE OF 193.01 FEET; THENCE N. 52°20'44" E. A DISTANCE OF 55.55 FEET; THENCE N. 01°36'04" W. A DISTANCE OF 51.15 FEET; THENCE N. 47°02'24" E. A DISTANCE OF 36.51 FEET; THENCE N. 56°45'46" E. A DISTANCE OF 161.26 FEET; THENCE N. 58°34'38" E. A DISTANCE OF 125.07 FEET; THENCE N. 67°49'15" E. A DISTANCE OF 116.27 FEET; THENCE S. 53°04'18" E. A DISTANCE OF 37.98 FEET; THENCE NORTHEASTERLY A DISTANCE OF 78.19 FEET ALONG THE ARC OF A 48.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 93°19'50", SUBTENDED BY A CHORD THAT BEARS N. 69°09'13" E. A DISTANCE OF 69.83 FEET; THENCE N. 25°49'08" E. A DISTANCE OF 61.28 FEET; THENCE N. 74°05'30" E. A DISTANCE OF 89.23 FEET; THENCE N. 76°39'08" E. A DISTANCE OF 49.39 FEET; THENCE S. 81°45'43" E. A DISTANCE OF 79.31 FEET; THENCE NORTHEASTERLY A DISTANCE OF 83.68 FEET ALONG THE ARC OF A 45.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 106°32'35", SUBTENDED BY A CHORD THAT BEARS N. 61°30'34" E. A DISTANCE OF 72.13 FEET; THENCE N. 24°46'51" E. A DISTANCE OF 42.83 FEET; THENCE N. 89°54'53" E. A DISTANCE OF 68.23 FEET; THENCE S. 26°41'28" E. A DISTANCE OF 478.94 FEET; THENCE N. 63°18'32" E. A DISTANCE OF 20.00 FEET; THENCE S. 26°41'28" E. A DISTANCE OF 99.93 FEET; THENCE S. 63°21'02" W. A DISTANCE OF 135.49 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 100.55 FEET ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 47°13'16", SUBTENDED BY A CHORD THAT BEARS S. 39°44'24" W. A DISTANCE OF 97.73 FEET; THENCE S. 02°38'05" W. A DISTANCE OF 56.94 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 101.51 FEET ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 47°40'27", SUBTENDED BY A CHORD THAT BEARS S. 34°41'49" E. A DISTANCE OF 98.61 FEET; THENCE S. 58°32'02" E. A DISTANCE OF 36.04 THENCE SOUTHEASTERLY A DISTANCE OF 37.98 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 87°02'47", SUBTENDED BY A CHORD THAT BEARS S. 15°00'39" E. A DISTANCE OF 34.43 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 478.55 FEET ALONG THE ARC OF A 710.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 38°37'04", SUBTENDED BY A CHORD THAT BEARS S. 09°12'12" W. A DISTANCE OF 469.54 FEET; THENCE S. 10°03'10" E. A DISTANCE OF 39.13 FEET; THENCE S. 10°03'12" E. A DISTANCE OF 225.32 FEET; THENCE SOUTHEASTERLY A



DISTANCE OF 244.28 FEET ALONG THE ARC OF A 786.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°48'24", SUBTENDED BY A CHORD THAT BEARS S. 01°09'00" E A DISTANCE OF 243.30 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 31.47 ACRES OF LAND.

PARCEL #2

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 31 AND IN THE WEST 1/2 OF SECTION 32 OF TOWNSHIP 4 SOUTH, RANGE 2 EAST, S.L.B.& M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE N. 00°16'49" E. ALONG THE SECTION LINE A DISTANCE OF 1599.59 FEET; THENCE EAST A DISTANCE OF 336.29 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTHWESTERLY A DISTANCE OF 182.75 FEET ALONG THE ARC OF A 370.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28°17'56", SUBTENDED BY A CHORD THAT BEARS N. 64°24'15" W. A DISTANCE OF 180.89 FEET; THENCE N. 50°15'17" W. A DISTANCE OF 102.90 FEET; THENCE N. 50°15'17" W. A DISTANCE OF 39.29 FEET; THENCE N. 50°15'17" W. A DISTANCE OF 196.37 FEET; THENCE NORTHWESTERLY A DISTANCE OF 290.71 FEET ALONG THE ARC OF A 505.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32°59'01", SUBTENDED BY A CHORD THAT BEARS N. 66°44'48" W. A DISTANCE OF 286.72 FEET; THENCE NORTHWESTERLY A DISTANCE OF 38.11 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 87°20'51", SUBTENDED BY A CHORD THAT BEARS N. 39°33'52" W. A DISTANCE OF 34.53 FEET; THENCE N. 04°06'33" E. A DISTANCE OF 48.07 FEET; THENCE NORTHWESTERLY A DISTANCE OF 88.37 FEET ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41°30'04", SUBTENDED BY A CHORD THAT BEARS N. 16°38'29" W. A DISTANCE OF 86.45 FEET; THENCE N. 50°53'12" W. A DISTANCE OF 56.94 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 111.37 FEET ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 52°18'13", SUBTENDED BY A CHORD THAT BEARS S. 89°28'01" W. A DISTANCE OF 107.54 FEET; THENCE S. 63°21'02" W. A DISTANCE OF 91.27 FEET; THENCE N. 26°41'28" W. A DISTANCE OF 99.93 FEET; THENCE S. 63°18'32" W. A DISTANCE OF 20.00 FEET; THENCE N. 26°41'28" W. A DISTANCE OF 431.00 FEET; THENCE N. 64°49'12" E. A DISTANCE OF 112.45 FEET; THENCE N. 25°10'48" W. A DISTANCE OF 19.36 FEET; THENCE NORTHWESTERLY A DISTANCE OF 14.09 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 53°48'49", SUBTENDED BY A CHORD THAT BEARS N. 52°05'13" W. A DISTANCE OF 13.58 FEET; THENCE NORTHWESTERLY A DISTANCE OF 62.27 FEET ALONG THE ARC OF A 45.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 79°16'52", SUBTENDED BY A CHORD THAT BEARS N. 39°21'11" W. A DISTANCE OF 57.42 FEET; THENCE NORTHEASTERLY A DISTANCE OF 93.18 FEET ALONG THE ARC OF A 45.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 118°38'05", SUBTENDED BY A CHORD THAT BEARS N. 59°36'17" E. A DISTANCE OF 77.40 FEET; THENCE N. 32°08'53" E. A DISTANCE OF 113.69 FEET; THENCE N. 68°14'13" E. A DISTANCE OF 88.27 FEET; THENCE S. 41°03'55" E. A DISTANCE OF 25.50 FEET; THENCE NORTHEASTERLY A DISTANCE OF 88.40 FEET ALONG THE ARC OF A 48.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 105°31'00", SUBTENDED BY

A CHORD THAT BEARS N. 74°57'37" E. A DISTANCE OF 76.42 FEET; THENCE  
 SOUTHEASTERLY A DISTANCE OF 10.55 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS  
 CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 40°17'18", SUBTENDED BY A CHORD  
 THAT BEARS S. 72°25'32" E. A DISTANCE OF 10.33 FEET; THENCE NORTHEASTERLY A  
 DISTANCE OF 9.22 FEET ALONG THE ARC OF A 818.00-FOOT RADIUS CURVE TO THE  
 RIGHT, HAVING A CENTRAL ANGLE OF 0°38'45", SUBTENDED BY A CHORD THAT BEARS N.  
 87°45'12" E. A DISTANCE OF 9.22 FEET; THENCE N. 01°55'26" W. A DISTANCE OF  
 45.88 FEET; THENCE N. 66°15'31" E. A DISTANCE OF 130.92 FEET; THENCE N.  
 65°53'37" E. A DISTANCE OF 65.03 FEET; THENCE N. 68°01'57" E. A DISTANCE OF  
 167.79 FEET; THENCE N. 71°08'46" E. A DISTANCE OF 199.79 FEET; THENCE N.  
 73°35'45" E. A DISTANCE OF 88.67 FEET; THENCE N. 70°32'18" E. A DISTANCE OF  
 90.34 FEET; THENCE N. 64°44'12" E. A DISTANCE OF 43.93 FEET; THENCE S.  
 56°50'16" E. A DISTANCE OF 62.43 FEET; THENCE S. 47°29'33" W. A DISTANCE OF  
 88.45 FEET; THENCE S. 36°35'25" W. A DISTANCE OF 91.21 FEET; THENCE S.  
 21°41'21" W. A DISTANCE OF 69.65 FEET; THENCE S. 05°26'17" W. A DISTANCE OF  
 55.17 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 210.92 FEET ALONG THE ARC OF A  
 1050.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°30'33",  
 SUBTENDED BY A CHORD THAT BEARS S. 48°57'33" E. A DISTANCE OF 210.56 FEET;  
 THENCE SOUTHEASTERLY A DISTANCE OF 10.63 FEET ALONG THE ARC OF A 15.00-FOOT  
 RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 40°36'39", SUBTENDED BY A  
 CHORD THAT BEARS S. 63°30'36" E. A DISTANCE OF 10.41 FEET; THENCE  
 SOUTHEASTERLY A DISTANCE OF 127.42 FEET ALONG THE ARC OF A 48.00-FOOT RADIUS  
 CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 152°06'04", SUBTENDED BY A CHORD  
 THAT BEARS S. 07°45'53" E. A DISTANCE OF 93.17 FEET; THENCE S. 44°11'02" E. A  
 DISTANCE OF 16.21 FEET; THENCE S. 20°33'09" W. A DISTANCE OF 46.91 FEET;  
 THENCE S. 14°21'38" W. A DISTANCE OF 138.24 FEET; THENCE S. 21°15'13" W. A  
 DISTANCE OF 62.73 FEET; THENCE S. 25°45'29" W. A DISTANCE OF 60.32 FEET;  
 THENCE S. 23°35'21" W. A DISTANCE OF 47.17 FEET; THENCE S. 15°12'33" W. A  
 DISTANCE OF 75.33 FEET; THENCE S. 09°56'51" E. A DISTANCE OF 113.29 FEET;  
 THENCE S. 05°18'59" E. A DISTANCE OF 57.47 FEET; THENCE S. 00°30'56" E. A  
 DISTANCE OF 57.47 FEET; THENCE S. 32°11'19" E. A DISTANCE OF 68.52 FEET;  
 THENCE S. 30°50'14" E. A DISTANCE OF 65.02 FEET; THENCE S. 17°21'08" E. A  
 DISTANCE OF 37.35 FEET; THENCE S. 09°57'06" E. A DISTANCE OF 95.33 FEET;  
 THENCE S. 09°45'12" E. A DISTANCE OF 111.76 FEET; THENCE S. 38°24'42" E. A  
 DISTANCE OF 62.05 FEET; THENCE S. 11°26'47" W. A DISTANCE OF 67.78 FEET TO THE  
 REAL POINT OF BEGINNING, CONTAINING 24.70 ACRES OF LAND.



**THE CEDARS HOMEOWNERS ASSOCIATION  
BUDGET**

8/1/2003

Total Number of Units = 339  
Assessments for each dwelling unit

	Annual Association Cost	Annual Per Unit	Monthly Cost Per Unit
1 Liability Insurance	\$ 5,000.00	\$ 14.75	\$ 1.23
2 Water	\$ 15,000.00	\$ 44.25	\$ 3.69
3 Outside Lighting	\$ 5,000.00	\$ 14.75	\$ 1.23
4 Snow Removal	\$ 15,000.00	\$ 44.25	\$ 3.69
5 Landscape and Building Maintenance	\$ 15,000.00	\$ 44.25	\$ 3.69
6 Reserve for Maintenance & Repair	\$ 15,000.00	\$ 44.25	\$ 3.69
7 Reserve for Roadway Repairs	\$ 12,000.00	\$ 35.40	\$ 2.95
8 Association Management	\$ 25,000.00	\$ 73.75	\$ 6.15
9 Playground Maintenance	\$ 7,500.00	\$ 22.12	\$ 1.84
<b>TOTAL ANNUAL ASSESSMENT</b>			<b>\$ 28.15</b>

**INCORPORATED NOTES TO THE BUDGET**

1 Liability Insurance  
This fund represent the insurance needs of the HOA.

2 Water  
This fund will be used to insure that the investment we are making in the Landscaping will be protected.

3 Outside Lighting  
This fund is for Holiday lighting and electrical bills associated with lights in the neighborhood that the HOA pays for.

4 Snow Removal  
This fund anticipates an average to heavy year and some hauling of snow.

5 Landscape and Building Maintenance  
Basically for hiring of labor to maintain common areas.

6 Reserve for Maintenance & Repair  
While things are new now, they wont be down the road. This fund is necessary to replace and repair landscaping, irrigation etc.. Items that will fail over time.

7 Reserve for Roadway Repairs  
Roadway repairs over time can be costly and difficult to do without building an adequate reserve while the roads are in good shape. This fund will be used for Roads, sidewalk, curb and gutter.

8 Association Management  
Cost for accounting, managing, hiring and oversight of HOA.

9 Playground Maintenance  
This fund is for repair and augmentation of the park features and playground as items fail and the community grows.

**Attachment 3**  
**Plat B showing Expansion of Property**

**Attachment 3**  
**Budget**  
**The Cedars Planned Unit Development**

**Phase "B"**

Total Number of Units = 103

Assessments for each dwelling unit

	Annual Association Cost	Annual Per Unit	No. Cost Per Unit
1. Fire Liability and Property Damage	\$9,888	\$96.00	\$8.00
2. Water (Outside Landscaping	\$1,236	\$12.00	\$1.00
3. Outside Lighting	\$1,236	\$12.00	\$1.00
4. Snow Removal	\$3,708	\$36.00	\$3.00
5. Landscape and Building Maintenance	\$6,180	\$60.00	\$5.00
6. Reserve for Mtge. & Repairs	\$6,180	\$60.00	\$5.00
7. Roadway Repairs	\$1,854	\$18.00	\$1.50
8. Garbage Collection Fees (1year)	\$10,506	\$102.0	\$8.50
<b>Total Annual Assessment</b>	<b>\$40,788</b>	<b>\$396</b>	<b>\$33.00</b>



LINE	START	END	LENGTH	CHORD DIST.	CHORD BEG.	DELTA
C1	15.00	22.79	20.66	8.70	15.00	90.00
C2	22.79	31.00	18.21	7.29	22.79	90.00
C3	31.00	40.00	19.00	7.75	31.00	90.00
C4	40.00	48.00	18.00	7.20	40.00	90.00
C5	48.00	55.00	17.00	6.65	48.00	90.00
C6	55.00	62.00	17.00	6.65	55.00	90.00
C7	62.00	69.00	17.00	6.65	62.00	90.00
C8	69.00	76.00	17.00	6.65	69.00	90.00
C9	76.00	83.00	17.00	6.65	76.00	90.00
C10	83.00	90.00	17.00	6.65	83.00	90.00
C11	90.00	97.00	17.00	6.65	90.00	90.00
C12	97.00	104.00	17.00	6.65	97.00	90.00
C13	104.00	111.00	17.00	6.65	104.00	90.00
C14	111.00	118.00	17.00	6.65	111.00	90.00
C15	118.00	125.00	17.00	6.65	118.00	90.00
C16	125.00	132.00	17.00	6.65	125.00	90.00
C17	132.00	139.00	17.00	6.65	132.00	90.00
C18	139.00	146.00	17.00	6.65	139.00	90.00
C19	146.00	153.00	17.00	6.65	146.00	90.00
C20	153.00	160.00	17.00	6.65	153.00	90.00
C21	160.00	167.00	17.00	6.65	160.00	90.00
C22	167.00	174.00	17.00	6.65	167.00	90.00
C23	174.00	181.00	17.00	6.65	174.00	90.00
C24	181.00	188.00	17.00	6.65	181.00	90.00
C25	188.00	195.00	17.00	6.65	188.00	90.00
C26	195.00	202.00	17.00	6.65	195.00	90.00
C27	202.00	209.00	17.00	6.65	202.00	90.00
C28	209.00	216.00	17.00	6.65	209.00	90.00
C29	216.00	223.00	17.00	6.65	216.00	90.00
C30	223.00	230.00	17.00	6.65	223.00	90.00
C31	230.00	237.00	17.00	6.65	230.00	90.00
C32	237.00	244.00	17.00	6.65	237.00	90.00
C33	244.00	251.00	17.00	6.65	244.00	90.00
C34	251.00	258.00	17.00	6.65	251.00	90.00
C35	258.00	265.00	17.00	6.65	258.00	90.00
C36	265.00	272.00	17.00	6.65	265.00	90.00
C37	272.00	279.00	17.00	6.65	272.00	90.00
C38	279.00	286.00	17.00	6.65	279.00	90.00
C39	286.00	293.00	17.00	6.65	286.00	90.00
C40	293.00	300.00	17.00	6.65	293.00	90.00
C41	300.00	307.00	17.00	6.65	300.00	90.00
C42	307.00	314.00	17.00	6.65	307.00	90.00
C43	314.00	321.00	17.00	6.65	314.00	90.00
C44	321.00	328.00	17.00	6.65	321.00	90.00
C45	328.00	335.00	17.00	6.65	328.00	90.00
C46	335.00	342.00	17.00	6.65	335.00	90.00
C47	342.00	349.00	17.00	6.65	342.00	90.00
C48	349.00	356.00	17.00	6.65	349.00	90.00
C49	356.00	363.00	17.00	6.65	356.00	90.00
C50	363.00	370.00	17.00	6.65	363.00	90.00
C51	370.00	377.00	17.00	6.65	370.00	90.00
C52	377.00	384.00	17.00	6.65	377.00	90.00
C53	384.00	391.00	17.00	6.65	384.00	90.00
C54	391.00	398.00	17.00	6.65	391.00	90.00
C55	398.00	405.00	17.00	6.65	398.00	90.00
C56	405.00	412.00	17.00	6.65	405.00	90.00
C57	412.00	419.00	17.00	6.65	412.00	90.00
C58	419.00	426.00	17.00	6.65	419.00	90.00
C59	426.00	433.00	17.00	6.65	426.00	90.00
C60	433.00	440.00	17.00	6.65	433.00	90.00
C61	440.00	447.00	17.00	6.65	440.00	90.00
C62	447.00	454.00	17.00	6.65	447.00	90.00
C63	454.00	461.00	17.00	6.65	454.00	90.00
C64	461.00	468.00	17.00	6.65	461.00	90.00
C65	468.00	475.00	17.00	6.65	468.00	90.00
C66	475.00	482.00	17.00	6.65	475.00	90.00
C67	482.00	489.00	17.00	6.65	482.00	90.00
C68	489.00	496.00	17.00	6.65	489.00	90.00
C69	496.00	503.00	17.00	6.65	496.00	90.00
C70	503.00	510.00	17.00	6.65	503.00	90.00
C71	510.00	517.00	17.00	6.65	510.00	90.00
C72	517.00	524.00	17.00	6.65	517.00	90.00
C73	524.00	531.00	17.00	6.65	524.00	90.00
C74	531.00	538.00	17.00	6.65	531.00	90.00
C75	538.00	545.00	17.00	6.65	538.00	90.00
C76	545.00	552.00	17.00	6.65	545.00	90.00
C77	552.00	559.00	17.00	6.65	552.00	90.00
C78	559.00	566.00	17.00	6.65	559.00	90.00
C79	566.00	573.00	17.00	6.65	566.00	90.00
C80	573.00	580.00	17.00	6.65	573.00	90.00
C81	580.00	587.00	17.00	6.65	580.00	90.00
C82	587.00	594.00	17.00	6.65	587.00	90.00
C83	594.00	601.00	17.00	6.65	594.00	90.00
C84	601.00	608.00	17.00	6.65	601.00	90.00
C85	608.00	615.00	17.00	6.65	608.00	90.00
C86	615.00	622.00	17.00	6.65	615.00	90.00
C87	622.00	629.00	17.00	6.65	622.00	90.00
C88	629.00	636.00	17.00	6.65	629.00	90.00
C89	636.00	643.00	17.00	6.65	636.00	90.00
C90	643.00	650.00	17.00	6.65	643.00	90.00
C91	650.00	657.00	17.00	6.65	650.00	90.00
C92	657.00	664.00	17.00	6.65	657.00	90.00
C93	664.00	671.00	17.00	6.65	664.00	90.00
C94	671.00	678.00	17.00	6.65	671.00	90.00
C95	678.00	685.00	17.00	6.65	678.00	90.00
C96	685.00	692.00	17.00	6.65	685.00	90.00
C97	692.00	699.00	17.00	6.65	692.00	90.00
C98	699.00	706.00	17.00	6.65	699.00	90.00
C99	706.00	713.00	17.00	6.65	706.00	90.00
C100	713.00	720.00	17.00	6.65	713.00	90.00

LINE	START	END	LENGTH	BEARING
L1	15.00	22.79	20.66	N 90° 00' 00" W
L2	22.79	31.00	18.21	N 90° 00' 00" W
L3	31.00	40.00	19.00	N 90° 00' 00" W
L4	40.00	48.00	18.00	N 90° 00' 00" W
L5	48.00	55.00	17.00	N 90° 00' 00" W
L6	55.00	62.00	17.00	N 90° 00' 00" W
L7	62.00	69.00	17.00	N 90° 00' 00" W
L8	69.00	76.00	17.00	N 90° 00' 00" W
L9	76.00	83.00	17.00	N 90° 00' 00" W
L10	83.00	90.00	17.00	N 90° 00' 00" W
L11	90.00	97.00	17.00	N 90° 00' 00" W
L12	97.00	104.00	17.00	N 90° 00' 00" W
L13	104.00	111.00	17.00	N 90° 00' 00" W
L14	111.00	118.00	17.00	N 90° 00' 00" W
L15	118.00	125.00	17.00	N 90° 00' 00" W
L16	125.00	132.00	17.00	N 90° 00' 00" W
L17	132.00	139.00	17.00	N 90° 00' 00" W
L18	139.00	146.00	17.00	N 90° 00' 00" W
L19	146.00	153.00	17.00	N 90° 00' 00" W
L20	153.00	160.00	17.00	N 90° 00' 00" W
L21	160.00	167.00	17.00	N 90° 00' 00" W
L22	167.00	174.00	17.00	N 90° 00' 00" W
L23	174.00	181.00	17.00	N 90° 00' 00" W
L24	181.00	188.00	17.00	N 90° 00' 00" W
L25	188.00	195.00	17.00	N 90° 00' 00" W
L26	195.00	202.00	17.00	N 90° 00' 00" W
L27	202.00	209.00	17.00	N 90° 00' 00" W
L28	209.00	216.00	17.00	N 90° 00' 00" W
L29	216.00	223.00	17.00	N 90° 00' 00" W
L30	223.00	230.00	17.00	N 90° 00' 00" W

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11/15/05	JL
2	REVISED	12/15/05	JL
3	REVISED	01/15/06	JL
4	REVISED	02/15/06	JL
5	REVISED	03/15/06	JL
6	REVISED	04/15/06	JL
7	REVISED	05/15/06	JL
8	REVISED	06/15/06	JL
9	REVISED	07/15/06	JL
10	REVISED	08/15/06	JL
11	REVISED	09/15/06	JL
12	REVISED	10/15/06	JL
13	REVISED	11/15/06	JL
14	REVISED	12/15/06	JL
15	REVISED	01/15/07	JL
16	REVISED	02/15/07	JL
17	REVISED	03/15/07	JL
18	REVISED	04/15/07	JL
19	REVISED	05/15/07	JL
20	REVISED	06/15/07	JL
21	REVISED	07/15/07	JL
22	REVISED	08/15/07	JL
23	REVISED	09/15/07	JL
24	REVISED	10/15/07	JL
25	REVISED	11/15/07	JL
26	REVISED	12/15/07	JL
27	REVISED	01/15/08	JL
28	REVISED	02/15/08	JL
29	REVISED	03/15/08	JL
30	REVISED	04/15/08	JL
31	REVISED	05/15/08	JL
32	REVISED	06/15/08	JL
33	REVISED	07/15/08	JL
34	REVISED	08/15/08	JL
35	REVISED	09/15/08	JL
36	REVISED	10/15/08	JL
37	REVISED	11/15/08	JL
38	REVISED	12/15/08	JL
39	REVISED	01/15/09	JL
40	REVISED	02/15/09	JL
41	REVISED	03/15/09	JL
42	REVISED	04/15/09	JL
43	REVISED	05/15/09	JL
44	REVISED	06/15/09	JL
45	REVISED	07/15/09	JL
46	REVISED	08/15/09	JL
47	REVISED	09/15/09	JL
48	REVISED	10/15/09	JL
49	REVISED	11/15/09	JL
50	REVISED	12/15/09	JL
51	REVISED	01/15/10	JL
52	REVISED	02/15/10	JL
53	REVISED	03/15/10	JL
54	REVISED	04/15/10	JL
55	REVISED	05/15/10	JL
56	REVISED	06/15/10	JL
57	REVISED	07/15/10	JL
58	REVISED	08/15/10	JL
59	REVISED	09/15/10	JL
60	REVISED	10/15/10	JL
61	REVISED	11/15/10	JL
62	REVISED	12/15/10	JL
63	REVISED	01/15/11	JL
64	REVISED	02/15/11	JL
65	REVISED	03/15/11	JL
66	REVISED	04/15/11	JL
67	REVISED	05/15/11	JL
68	REVISED	06/15/11	JL
69	REVISED	07/15/11	JL
70	REVISED	08/15/11	JL
71	REVISED	09/15/11	JL
72	REVISED	10/15/11	JL
73	REVISED	11/15/11	JL
74	REVISED	12/15/11	JL
75	REVISED	01/15/12	JL