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**CLARIFICATION AND RATIFICATION AMENDMENT EIGHT**

**TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**OF CEDAR PASS RANCH -- PLATS A THROUGH O**

**DATED JUNE 3, 1999**

ENT 65306 BK 5109 PG 434  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Jun 03 10:09 am FEE 166.00 BY SS  
RECORDED FOR CEDAR PASS RANCH HOMEOWNERS

This Clarification and Ratification Amendment Eight to Cedar Pass Ranch covers any and all lots and real property applicable in Plats A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O as identified and shown on the official Plats thereof in the office of the Utah County Recorder.

This Clarification and Ratification Amendment specifically ratifies and approves those previous amendments filed as the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment, and further modifies the Covenants, Conditions, and Restrictions, as herein further provided.

Pursuant to Section 1.23 of the Declaration of Covenants, Conditions and, Restrictions Grantor's control is identified herein and through Section 10.02. Said sections provide that Grantor, or Cedar Pass L.C., shall be entitled to exercise control and thus the power and authority to amend the Declaration under provisions of Section 14.03 (b)(that is, Class B) through the "later to occur" of either: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (that is, Grantor owning less than 25% of the lots covered under the Declaration of Covenants, Conditions and Restrictions), or (ii) the date of December 31, 2002.

All of the above amendments have been submitted and executed by Grantor during the time of its control and prior to December 31, 2002. Said referenced prior amendments are hereby ratified, confirmed, and approved.

Grantor hereby declares that, as to any and all such amendments, Grantor first gave at least ten (10) days written notice to each Owner of a lot then subject to the Declaration as to the hearing date and the contents of the proposed amendment. The Grantor hereby declares that as to any and all such amendments that none of them received objection to the amendment by 75% or more of the lots which on the date of such hearing were subject to such Declaration. At least fifteen (15) days or more did or have passed since the date set for the hearing. Grantor hereby certifies that the above mentioned notice and hearing was given and held and that Grantor did not within fifteen (15) days after said hearing, or over the entire twenty-five (25) day period of prior notice plus required time after the hearing, receive written objections to the amendment from the Owners of 75% or more of said lots, and therefore such amendments as approved by Grantor are valid and are hereby ratified.

Grantor hereby furthermore states that certain minor amendments or what might be classified as variances have and were approved by Grantor during the term of its control as specified in

Section 1.23 and that, to the extent necessary, such variance or informal amendments are and should be ratified and approved. Those additional "variances" or "informal amendments" are explained and identified on the attached Amendment Eight Exhibit A, and are hereby approved and ratified. Grantor hereby declares that any such variances or informal amendments were also noticed and not objected to in the same manner as required under the provisions of Section 14.03 (b) (that is, Class B), and Grantor hereby certifies to that fact. By way of this clarifying and ratifying amendment, those variances are hereby approved.

Grantor also hereby designates that additional amendments Sections 1.24, 14.06, and 14.07, changed amendments Section 1.14, 3.12, 3.16, 5.02, 7.06, 8.06, 9.04, 10.02 Class A, 10.03, and 14.03 C, and variances 1 and 2 (Exhibit A) to the Declaration of Covenants, Conditions and Restrictions have been approved and not objected to, and are set forth below. Said amendments and variances have in fact been approved by Grantor, and not objected to by 75% or more of the Owners, pursuant to written notice sent at least ten (10) days in advance of hearing date of May 19, 1999, and more than fifteen (15) days after the hearing date have elapsed without objections to the amendments and variances from Owners of 75% or more of said lots.

**Add new sections:**

**Section 1.24. Variance to Covenants, Conditions, and Restrictions (CC&Rs).**

In recognition of the fact that rules and regulations may need to be slightly adapted, changed, or modified (without amending the basic principle) from time to time due to many factors including advancements in science and technology, changes in local government ordinances, and other unforeseen circumstances, an exception, exclusion, exemption, variance, or waiver for limited non-conformance (commonly called "a variance") to specific Covenants, Conditions, or Restrictions may be granted. Written permission must be obtained from the Board of Trustees, with the approval of lot Owners (members) as described in Section 14.06, to have a variance from and non-conformance to normal regulations without penalty.

Such a variance may: exhibit diversity or variety; be different; show discrepancy; not agree; have a different amount, condition, character, degree, or phase of something; or possess a variable feature, factor, or the like. In spite of the variance or non-conformance, when it is approved by the required process and carried out according to the agreed terms, it shall be deemed fully acceptable in every respect.

**Section 14.06. Variance Approval Process.**

Without amending specific Covenants, Conditions or Restrictions, the Cedar Pass Ranch Homeowners' Association Board of Trustees shall, during a period of Grantors' (Cedar Pass L.C.) or Owners' control, by a majority vote of the Board of Trustees, or at the request of a Lot Owner(s) with a petition bearing valid signatures from all Owners representing at least 10 Lots, call for a hearing and a ballot to go out to all members to determine whether an exception, exclusion, exemption, variance, or waiver with limited scope and effect, and carefully detailed, may be allowed due to special or unusual circumstances. If the Board of Trustees initiates the

hearing and balloting, the Association shall bear the costs of the mailing. Otherwise, the initiator(s) who bring forth the signed petition and call for the vote shall either provide money in advance or timely reimbursement of the expenses such as photocopying, envelopes, postage, etc. for this balloting process. The noticing time shall be ten (10) days in advance of the hearing, and written objections shall be taken for fifteen (15) days after the hearing. If such notice is given by mail, the effective date thereof shall be the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to such Owner at his address as then shown on the records of the Association, or to the residence of such Owner in Cedar Pass Ranch if hand delivered or if his address has not been given to the Association.

Upon receipt of completed and valid ballots from 50% or more of the lot Owners (members), and 75% or more of the total votes giving favorable response to the proposal, the Architectural Committee shall grant such an exception, exclusion, exemption, variance, or waiver in writing for non-conformance. For such a question, Class A members shall have one (1) vote per Lot owned without a residence or purchased building permit or two (2) votes per lot owned with a residence or purchased building permit. The Class B member, Grantor or Cedar Pass L.C., shall have three (3) votes per lot owned at the time of the hearing. If title to any lot is held jointly or in common by more than one person, the vote with respect to the said lot must include the signatures of all joint or common Owners, and neither fractional nor split votes shall be allowed. Once a precedent has been set regarding the special or unusual circumstances for a Lot Owner(s), the Board of Trustees may consider and approve closely related and very similar situations and grant approval without the necessity of re-voting on the same issue.

#### **Section 14.07. Appeal of Board of Trustees or Architectural Committee Decisions.**

It shall be the right of any lot Owners (members) who desire a hearing and appeal relating to any violation, fine, or other Board of Trustees or Architectural Committee decision to request such from the President of the Board of Trustees or the Chairperson of the Architectural Committee. At a regular or special meeting of the Board of Trustees or the Architectural Committee, as the case may be, the lot Owner(s) shall be allowed time to present comments in writing, in person, or by proxy, for review and consideration, and the Board of Trustees or Architectural Committee shall by majority vote (of number on full Board of Trustees or full Architectural Committee, whether all are present or not) decide to let stand the original decision or make such changes as shall be deemed appropriate to accommodate those making the appeal. The Secretary of the Board of Trustees or the Architectural Committee, as the case may be, shall keep written minutes of all such appeals and decisions made.

The lot Owner(s) shall have the right to request a further hearing (re-hearing) and appeal to the Board of Trustees by contacting the Secretary of the Board of Trustees or to the Architectural Committee by contacting the Secretary of the Architectural Committee. Preliminary information regarding the issue shall be presented to the respective Secretary by the lot Owner(s) and by the Chairperson of the Architectural Committee (unless he or she is a member of Board of Trustees). The Board of Trustees or the Architectural Committee shall then decide, upon a good cause showing, whether to allow a re-hearing and appeal or not, based on submitted information.

If the appeal re-hearing is granted, the lot Owner(s) shall present their comments in person, or by proxy, to the Board of Trustees (with Architectural Committee representative(s), as invited, to give their side of the issue) or to the Architectural Committee. A decision shall be made by the majority vote (of number on the full Board of Trustees or on the full Architectural Committee) whether to let stand the original decision or to approve a different action. The Secretary of the Board of Trustees shall keep minutes of the hearing and the final disposition of the appeal.

**Amend to read:**

**Section 1.14. Exterior Materials (Excluding Roofs)**

Exterior materials shall mean stone, rock, stucco, finished lumber, logs, brick, or other similar materials, but shall not mean cinder or concrete block. Decorative, colored concrete block (chip block or designer block) may be utilized for detached garages or other outbuildings providing the design and appearance are coordinated with the existing or planned residence, and approved in advance in writing by the Architectural Committee. In Plats A, B, C, D, E (except lot 58), F (except lots 61, 62, 63, 64, 65, 80, and 81), G, H, I, J, K, L, M, N, and O, metal siding may be used on barns and other outbuildings, but not detached garages, providing that it is steel and of the type being used on the roofs of the log homes, or equivalent or better, and has a factory-applied paint coat. The final paint used on the metal siding shall be of a flat or low-sheen nature. Also in the said Plats, with the exception of lots as listed, vinyl siding may be used on any dwelling, detached garage, or outbuilding. Exterior residence materials shall be of a noncombustible material. ....

**Section 3.12. Occupancy During Construction.**

No improvement structure shall be occupied in the course of original construction until a required certificate of occupancy have been issued by the appropriate governmental authority. However, a temporary trailer, used for construction as well as temporary living purposes, may be placed on the lot during construction of the residence. The trailer must be placed on the lot so as to be screened from view by the residence under construction. Occupancy in a temporary trailer during construction may be done only with approval from the Town of Eagle Mountain prior to moving the trailer onto the lot. Before occupancy of the trailer, Owner(s) must obtain a building permit from the Town, and said trailer must comply with all subdivision Covenants, Conditions, and Restrictions. All work of construction shall be prosecuted diligently and continuously from the time of commencement (that is, date that site excavation began) until completed within nine (9) months. In no case shall the trailer remain on the lot for more than nine (9) months from the date of commencement of construction.

**Section 3.16. Mail Box.**

Each Lot when improved shall have a Mail Box and post in compliance with the details and designated colors shown in Exhibit D of the Declaration of Covenants, Conditions and Restrictions, except that each lot Owner(s) may choose their own style of letters and numerals to be placed on the mail box, post, or both, to suit themselves. Mail box, post, letters, and numerals

shall be kept in good repair.

**Section 5.02. Equestrian Trails.**

..... Lot Owners shall not place fencing or any structures in these areas. No stand-alone electric fence shall be placed within twenty (20) feet of a property boundary along an Equestrian Trail. This requirement allows ten (10) feet for the trail easement and ten (10) feet additional setback for the electric fence. An electric fence inside a regular fence needs only the normal ten (10) foot setback. The trails shall be maintained by the Association.

**Section 7.06. Unsightly Articles.**

..... Without limiting the generality of the foregoing, mobile homes, trucks (other than pickups used solely for the private and non-business use of the residents of a dwellings), boats, tractors, backhoes, caterpillars, wagons, buses, sleighs, motorcycles, motor scooters, snow-mobiles, snow removal equipment, and all commercial and business vehicles shall be kept at all times, except when in actual use, in an enclosed structure. One (1) and only one (1) recreational vehicle (such as a travel trailer, camper trailer, or motor home), utility trailer (such as a flatbed trailer), enclosed multi-purpose trailer, or horse trailer shall be allowed outside, provided that it is parked near by or screened by a dwelling or outbuilding, is not used as a storage facility, and has a current registration and license, if required by law, making it roadworthy. All trailers weighing over 700 pounds or having a tandem axle (2) must be registered and licensed by state law. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure. ....

**Section 8.06. Fuel Breaks for Fire Protection ("Fire Breaks").**

Lots that have side and rear lot lines along the outside boundary of the subdivision, and adjoining undeveloped land (land without improvements) shall have a minimum Fuel Break of fifty (50) feet. Side and rear lot lines bordering a road or highway do not need to meet this requirement. Lots are automatically released from this requirement whenever the adjoining property becomes developed or a road or highway is created. The Equestrian Trail is included as part of the Fuel Break area. An appropriate Fuel Break shall be defined as thinning native vegetation, removal of dead plant materials, and restricting vegetation height to not greater than six (6) inches.

**Section 9.04. Review of Proposed Construction.**

..... The committee may require a fee, not to exceed fifty dollars (\$50.00), to accompany each application. ....

**Section 10.02. Voting Rights.**

**Class A.** Class A members shall be all of the Owners with the exception of Cedar Pass L.C. Class A members having a lot without a residence dwelling or purchased building permit shall be

entitled to (1) vote per lot for that lot. Class A members having a lot with a residence dwelling or purchased building permit shall be entitled to two (2) votes per lot for that lot. If Class A members own more than one lot, each lot must qualify with respect to the residence dwelling requirement to have either one (1) vote without a residence dwelling or two (2) votes with a residence dwelling. When more than one person holds interest in any lot, all such persons shall be members, provided, however, that the vote for such lot shall be exercised as the several Owners among themselves determine, but in no event shall more than the allowed number of votes, whether one (1) or two (2) votes per lot as described above, be cast with respect to any lot and no Class A member shall have a right to vote unless such member is in good standing. The Board of Trustees shall have power to suspend voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (see also By-Laws Article VII, Section 1. Powers, item b). If title to any lot is held jointly or in common by more than one person, the voting rights with respect to the said lot shall be held in the same manner. Neither fractional nor split votes shall be allowed per lot, and all joint or common Owners must sign the ballot for each of their lots (or designate valid power of attorney) in order for the lot vote(s) to be counted.

**Section 10.03. Organization and Purposes.**

..... In the event of a conflict between the provisions of the Articles of Incorporation and this Declaration, the Articles shall control, and in the case of any conflict between this Declaration and the By-Laws, the terms and provisions of this Declaration shall control. ....

**Section 14.03 C. By Owners.**

Except as provided in Sections 14.03 A and 14.03 B, this Declaration may be amended during the period of Owners' control by the recording in the Utah County real property records of an instrument executed and acknowledged by the Owners of fifty percent (50%) or more of the lots subject to this Declaration at the time of the amendment by a seventy-five percent (75%) or more positive or favorable number of votes of the total votes cast. Votes shall include those from Class A members and the Class B member according to lots owned and as described in Section 10.02 Voting Rights.

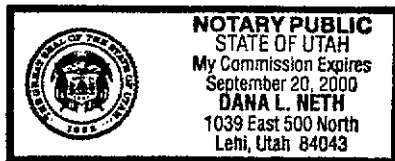
Dated: June 3, 1999, 1999

[Signature]  
Cedar Pass L.C.  
By Its Designated Agent

State of Utah )  
) ss  
County of Utah )

On this 3 day of JUNE, 1999, personally appeared before me SCOTT F. KIRKLAND, as the authorized Designated Agent of Cedar Pass L.C., the "Grantor", who duly acknowledges to me that he executed the above amendment on behalf of Cedar Pass, L.C.

[Signature]  
Notary Public



**Exhibit A****Variance 1. Carroll Lot 3 Setback.**

Grants a variance from Section 3.03 Property Line Setback, requiring 50 foot side setback, to Lou and Karen Carroll, Lot 3, for encroaching 10 feet into said setback between Lots 3 and 4 due to a construction error placing the concrete foundation of a detached garage too close to the side property boundary.

**Variance 2. Fence Distance from Road**

Grants a variance from Section 8.07 Fencing (as "installed by the developer", assumed to mean one (1) foot inside the property boundary), so that in cases where it is impractical or very expensive and difficult to place a fence one (1) foot inside the property line, the Architectural Committee may grant approval for the fence to be installed as close as possible to the location that would normally be in compliance. The roadway easement ("roadside") from the pavement to the the property line is approximately sixteen (16) feet. Situations envisioned are those with nearly solid rock at the site the fence should be placed, those where the fence crosses a bridge, or other circumstances.