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NINTH AMENDMENT  
DATED AUGUST 15, 2001

ENT 99604:2003 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Jul 02 8:33 am FEE 160.00 BY SS  
RECORDED FOR CALL, KENNETH

AMEND TO READ:

BY-LAWS  
OF  
CEDAR PASS RANCH  
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE IV

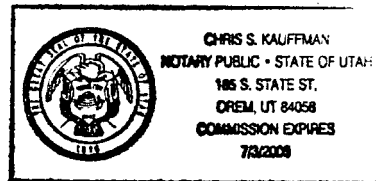
BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Trustees.

K.R. Call

Kenneth Call—President  
Cedar Pass Ranch Homeowners's Association Board of Trustees

STATE OF UTAH, COUNTY OF UTAH  
Subscribed And Sworn To Before Me This  
13 Day of 1 2003  
Chris Kauffman  
NOTARY PUBLIC  
RESIDING AT Ashe Mt.  
MY COMMISSION EXPIRES 7-3-05



**TENTH AMENDMENT**

**DATED AUGUST 1, 2002**

**AMEND TO READ:**

**BY-LAWS**

**OF**

**CEDAR PASS RANCH**

**HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE III**

**MEETING OF MEMBERS**

**SECTION 1. Annual Meetings.** The first annual meeting of the members shall be held within on year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the second Saturday of August with a rain reschedule date, if necessary, of the third Saturday of August.

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

**OF**

**CEDAR PASS RANCH**

**HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE III**

**BASIC BUILDING RESTRICTIONS**

**SECTION 3.01. Use of property.** Each Lot shall be used for a single house to be used as a residence. Condominiums, duplexes, apartment buildings, or the likes are not allowed. An Owner of more than one adjoining Lot need build only one residence on a Lot to make use of adjoining Lots which he/she owns.

**SECTION 3.06. Roofs.** The roofs of all buildings larger than 200 square feet shall be of architectural grade asphalt shingles, metal, tile, or wood shingles, and pitch or slope (minimum 6:12), material, color, and texture approved by the Architectural Committee. The residence roofing materials shall be fire retardant.

**SECTION 3.10. Outbuildings.** Outbuildings are defined as any structure which is permanent, or requires a city building permit, or has a solid roof, or is used for storage or vehicle parking. No more than two (2) outbuildings may be larger than 200 square feet and must be architecturally compatible with the residence. A garage not attached to the residence is an outbuilding. Buildings smaller than 200 square feet such as gazebos, detached covered patios, playhouses, well houses, loafing sheds, etc. are limited to a number of three (3). All outbuildings must be approved by the Architectural Committee.

SECTION 3.13. **Temporary Structures.** It shall be unlawful for any property Owner or person to reside in or occupy or allow to be occupied within Cedar Pass Ranch, any tent, trailer, recreational vehicle, or other enclosure not designed and constructed for permanent human occupancy and for which a final certificate of occupancy has not been issued by the city/county. Recreational vehicles or vacation trailers may be occupied with the permission of the property Owner for a period not to exceed 21 calendar days in connection with bona fide guest visitation.

SECTION 3.16. **Mailbox.** Each Lot when improved shall have a Mailbox and post in compliance with the details and designated colors shown in Exhibit D. Any variation of this shall require the approval of the Board of Trustees, except that each Owner(s) may choose their own style of letters and numbers to be placed on the Mailbox, post, or both to suit themselves. Mailbox, post, letters, and numerals shall be kept in good repair.

**ARTICLE IV**

**ANIMALS**

Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash except when on the Owners's own Lot. Each Owner shall maintain and clean barns, sheds, stalls, corrals, etc., to assure a clean and orderly appearance and without objectionable odors, pests, insects, etc. No animal or pet of any kind, other than common domesticated animals, shall be permitted in Cedar Pass Ranch which, in the opinion of the Board of Trustees, might be dangerous or which makes an unreasonable amount of noise or odor or is a nuisance. Any animals which are not common domesticated animals must approved in writing by the Board of Trustees. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by their pets and animals.

**ARTICLE V**

**COMMON AREA AMENITIES**

SECTION 5.02. **Equestrian Trails.** The rearmost ten (10) feet of each Lot and some designated sides of Lots are dedicated as non-exclusive easements as an Equestrian Trail (which may include underground utility locations). Where two Lots adjoin, the Equestrian Trail is twenty (20) feet wide. These trails are for the exclusive use of members, tenants, and their accompanied guests and invitees. The trails shall be maintained by the Homeowners' Association. Lot Owners shall not place fencing, structures, or any obstructions in these areas. Electric fences are permitted but must be sufficiently marked so as to ensure that horse riders, and other passers-by will recognize the need for caution.

SECTION 5.03. **Motorized Vehicles.** No motorized vehicles (autos, trucks, motorcycles, ATVs, etc.) shall be permitted on equestrian trails or riding ring area except for Board-approved maintenance. Bicycles may be ridden on equestrian trails, but must yield to horses.

**ARTICLE VII**

**USE AND RESTRICTIONS**

SECTION 7.01. **Antennas.** Small satellite dishes or antennas shorter than twelve (12) feet above the roof line may be placed and maintained wherever the homeowner desires. Satellite dishes larger than one (1) meter in diameter must be screened from view from other Lots and adjacent streets.

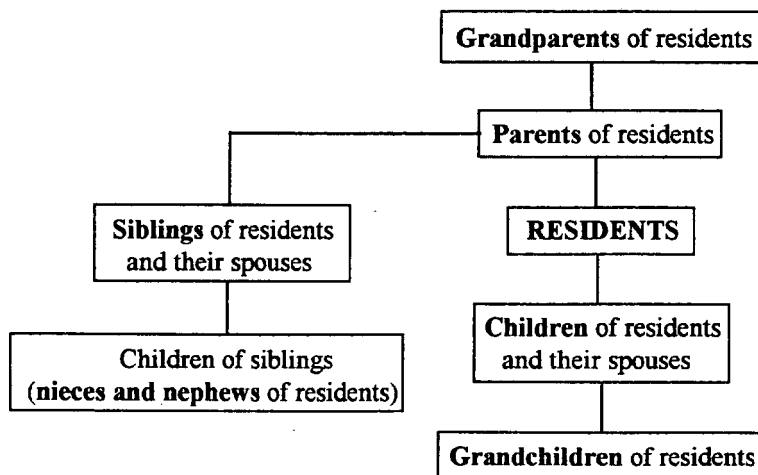
SECTION 7.02. **Transmitters.** This section is removed.

SECTION 7.05. **Nuisances.** No rubbish, debris, or hazardous waste of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof, in the opinion of the Board of Trustees, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Board of Trustees, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, exterior speakers, horns, whistles, bells, or other sound devices may be located, used, or placed in accordance with city and county ordinances.

SECTION 7.06. **Unsightly Articles.** No unsightly article shall be permitted to remain on any Lot or on streets and drives within Cedar Pass Ranch so as to be visible from adjoining property or adjacent streets. 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 dwelling), tractors, backhoes, caterpillars, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, and all commercial and business vehicles shall be kept at all times, except when in actual use, screened from view by a screen at least as tall as the article or a maximum of eight (8) feet. A maximum of two (2) recreational vehicles (such as a travel trailer, camper trailer, motor home, or boat), utility trailer (such as a flatbed trailer), enclosed multi-purpose trailer, or horse trailer shall be allowed unscreened, so long as they are not used as a storage facility, and have current registration and license, if required by law making it roadworthy. All vehicles and trailers weighing over 700 pounds or having a tandem (2) axle 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 enclosed structure.

SECTION 7.07. **Signs.** All signs must be professionally painted, lettered, and constructed. Signs may have a maximum height of four (4) feet, a maximum width of four (4) feet, and a maximum height of posts (and hence total height of sign) of six (6) feet. Signs must be maintained and removed within 48 hours of completion of sign's purpose. Signs may only be displayed on private property and not on Cedar Pass Ranch entrances, common areas, or road right-of-ways. No electrical signs are permitted. All signs, except those which advertise the sale of the specific property upon which the sign is posted, require Architectural Committee approval.

SECTION 7.08. **Single-family Use Only.** The Lot, and the residence on any Lot, shall be used for a single-family residence. A single family is defined as a resident and their spouse (residents), and may include the residents' grandparents, parents, children, spouses of children, grandchildren, siblings, spouses of siblings, and siblings' children (nephews and nieces of residents). It is defined by the chart below:



ARTICLE VIII

LANDSCAPING AND DRAINAGE

SECTION 8.02. **Completion of Landscaping.** Front yard and side (lateral) yards must at a minimum have Landscaping as defined in Section 8.03 installed 180 days (6 months) from date that residence is occupied. The planting of trees and the landscaping of the rear yard must be completed withing 18 months from the date the residence is occupied.

SECTION 8.03. **Landscaping.** Each residence is to be surrounded on all sides of the home by a minimum of thirty (30) feet of owner-placed substance, or planted and maintained landscape, within the time outlined in Section 8.02. Ground must be covered by owner-planted vegetation such as grass, sod, trees, plants or bushes OR owner-placed substance such as bark, cement, asphalt, brick, tile, rock, gravel, etc.

SECTION 8.04. **Trees.** When a Lot is improved with a residence a minimum of ten (10) trees shall be planted and maintained on the Lot within the time outlined in Section 8.02. Each tree must be at least six (6) feet in height from ground level to the top of the tree.

SECTION 8.05. **Lot Maintenance.** The remainder of the Lot not included in Section 8.03 shall be maintained in irrigated gardens, grasses, pastures, crops, or at a minimum in a natural and native setting. The Lot is to be kept free from dead plant or weed materials, debris, and trash.

SECTION 8.07. **Fencing.** The front property line fence shall be a double split rail and post cedar material in accordance with Exhibit B. This fence shall be owned, repaired, and maintained by the Lot Owner and shall not be removed, except in part to provide driveway and walkway gating or openings, unless written permission is obtained by the Board of Trustees. All other fencing shall be approved in accordance with Article 9.01. No barbed wire fencing is permitted.

SECTION 8.08. **Road Right-of-Ways.** The Cedar Pass Ranch Homeowners' Association will mow the area from the edge of public road pavement to the fence line, as needed, and supplement city/county maintenance to help weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain areas in front of their Lots in like manner around fences, signs, fire hydrants, mailboxes, etc.

*K.R. Call*

Kenneth Call-President  
Cedar Pass Ranch Homeowners' Association Board of Trustees

STATE OF UTAH, COUNTY OF UTAH

Subscribed And Sworn To Before Me This

13 Day of 1, 2003

*Chris Sharman*

NOTARY PUBLIC

RESIDING AT Eagle Mtn.

MY COMMISSION EXPIRES 7-3-05

