

CEDAR PASS RANCH HOMEOWNERS' ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

PREAMBLE

About our Community

Cedar Pass Ranch is a unique residential community based upon a rural western and agricultural lifestyle that historically values open space and natural landscapes. Cedar Pass Ranch predates the formation of the town of Eagle Mountain. It is the genesis of Eagle Mountain City. Many Cedar Pass residents were actively involved in the County Commission meetings when Eagle Mountain City was approved and established. The first plats of Cedar Pass Ranch were approved by Utah County on September 11, 1995, and were recorded days later. The Utah County Commission approved the Town of Eagle Mountain formation on December 3, 1996, and the first Mayor and Town Council of the Town were appointed on that date. The first meeting of the Eagle Mountain Town Council was held on January 16, 1997.

We respect the right of an individual to make reasonable use of their private property while encouraging, to the most significant degree possible, the preservation and restoration of the natural landscape, native plants, and the variety of native wildlife species. It is not uncommon to observe many types of wildlife, some of which can lead to negative interactions with animals if a resident is uninformed or unprepared. These species include mule deer, pronghorn, skunks, badgers, foxes, raccoons, and coyotes. Mountain lion sightings are less common but are known to occur. Our open spaces and nearby agricultural lands are home and hunting grounds for many species of falcons, hawks, owls, and other birds of prey. Residents are often greeted in the early mornings by the songs of meadowlarks and other songbirds. Pheasants, quail, and an occasional chukar stroll along our country roadsides during morning and evening hours. We are familiar with the antics of the kildeer, feigning injury to lure an intruder away from a roadside or in-field nest. The calls of owls and mourning doves can fill the air in the hours around dawn and dusk.

We encourage the preservation of the native sagebrush forests. During construction, Lot Owners should strive to preserve sagebrush and native plants. More than just being part of the atmosphere of western legends, sagebrush is a vital part of our local ecology. The leaves and tender branches are essential food sources for migrating mule deer. The gracefully spreading branches and widespread roots provide thermal protection and cover for many forms of wildlife. Smaller mammals who are denizens of these sagebrush forests are an important food source for many birds of prey and carnivorous mammals. Therefore, lot Owners would ideally leave or restore areas of their property to natural vegetation.

A natural migration corridor for mule deer traverses many lots inside Cedar Pass Ranch, generally following the natural ephemeral streams, washes, hillsides, and sagebrush stands. The open spaces residents value are vital to the successful seasonal mule deer migrations. These open spaces also provide essential habitats for smaller mammals and the rapidly diminishing birds of prey. For these reasons, we discourage full property line impermeable fencing in these sensitive areas. Instead, we encourage the use of fencing materials and heights that do not become obstacles to the movement of the mule deer. Protective fencing

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around livestock areas, orchards, and gardens is a necessary part of rural living. They are not prohibited but should be constructed in a manner that does not block the natural movements of wildlife. Lot Owners may wish to plant deer-resistant plant species in their landscapes.

Some predators are known to follow migratory deer. Occasional sightings of a cougar or evidence of their presence are not uncommon. Additionally, we are located in the home range of the western coyote. Residents can often hear their mournful calls in the night as they move and hunt in their native environment. While the calls and yipping of the coyotes are part of the romance of western lore, wise residents know to take precautions to protect their livestock, poultry, or family pets. Coyotes can quickly scale a 6-foot fence to access a food source. Consider installation of "coyote rollers" or other obstacles to fenced animal enclosures. Motion-triggered lights, alarms, or high-pressure water spray can also be effective deterrents. Pet and animal foods should not be left outside, especially overnight. Even when stored inside a garage or a barn, these items are best stored in containers with locking lids.

Cedar Pass Ranch is located in a high mountain desert, and water is a precious commodity. The majority of soils in the community consist of alluvial deposits on the land surface, which do not become easily compacted. Water use for windblown dust mitigation may be ineffective on certain types of surface soils commonly found in Cedar Pass Ranch. The use of water for dust mitigation can also be expensive, and it is highly discouraged from the standpoint of water conservation. Water conservation also means that many corrals and fields in Cedar Pass Ranch have little vegetation. The soil quickly becomes airborne, and windblown dust is a part of our natural environment.

Lots in Cedar Pass Ranch have vested animal rights, and many varieties of animals can be seen and heard in our community. HOA members have had horses, mules, donkeys, various breeds of cattle (including Texas Longhorns), llamas, alpacas, camels, buffalo, sheep, and goats, to name a few. Ducks, geese, turkeys, hens, and roosters are also present. Owners of such animals are expected to keep all animals in a healthy environment and engage in practices to keep pens, corrals, cages, and coops free from food and animal waste accumulations. This practice can minimize noxious odors and pests such as flies. Animal owners are encouraged to use applications of fly predators on animal wastes to reduce flies.

It's not uncommon to see neighbors practicing cattle roping, barrel racing, pole bending, dressage, mounted archery, jousting, or similar activities in paddocks and corrals. Without proper treatment or ground conditioning, these activities can cause large dust clouds to drift across the neighborhood. The use of dust inhibitors, such as magnesium chloride or washed arena sand, can effectively reduce the dust that may be harmful or annoying to your neighbors. Residents are encouraged to be neighborly and communicate their outdoor recreational or yard maintenance activities with nearby Lot Owners to avoid user conflicts.

Motorized traffic presents a significant hazard to pedestrians, bicyclists, equestrians, and many wildlife species. Therefore, we prohibit using motorized vehicles of all kinds on our dedicated equestrian trails. Roads in Cedar Pass Ranch are unlit by street lights and do not exceed a

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standard two-lane neighborhood width. They have no paved sidewalks, curbing, and gutter. Speeds are posted at 25 mph or less for the safety of animals and residents. Because speeding or ignoring traffic control signs can be extremely dangerous, we expect our residents to exercise vigilance while operating a motor vehicle upon Cedar Pass roadways, particularly during the hours from sunset to sunrise and school bus boarding/deboarding times. Residents, guests, and any workmen visiting the Lot Owner's property must be exceptionally watchful for deer and other wildlife near washes, hillsides, and bridges. Seasonal deer migrations result in numerous and frequent mule deer road crossings in Cedar Pass Ranch. In addition, equestrians and pedestrians often travel on paved roadways. In many areas, roadside easements are part of the community's dedicated equestrian trails. With no sidewalks, curbs, and gutters, students board and disembark busses from the roadside easements in immediate proximity to the paved roadway, and drivers must be watchful and aware.

Eagle Mountain City has codified dark skies. (See EMMC §17.56.) The star-filled night sky is a valued asset to our community. Light pollution is known to be detrimental to most species of wildlife. The streets in Cedar Pass Ranch are unlit by street lights, and City Code requires exterior lighting to be dark sky-compliant. Our dark and unilluminated streets require extra caution during nighttime driving.

The CC&Rs and our HOA rules uphold and protect these values but cannot solve every problem. Neighborly communication can eliminate or minimize confrontations between neighbors, so neighbors should communicate with each other regarding concerns and planned events that may impact neighbors.

The Cedar Pass Ranch HOA Mission Statement

"Our mission is to enhance the quality of life in our neighborhood through effective and proactive management of our resources and our common areas, to have reliable and consistent enforcement of our rules and covenants, and to provide ethical and fiscally responsible solutions that promote a strong sense of community in order to optimize our property values and plan for the future."

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases, when used in this Declaration, shall have the meanings hereinafter specified.

Section 1.01 Accessory Apartment or Accessory Dwelling Unit shall mean a self-contained second living unit detached, built into, or attached to an existing single-family dwelling. The apartment is private and generally equal to or smaller than the primary unit and usually contains one or two bedrooms, a bath, a sitting room, a kitchen, and a separate

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entrance. Accessory apartments may be located in any part of the house, depending upon the availability of usable space.

Section 1.02 Accessory Structure or Building shall mean a subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the primary residence.

Section 1.03 Accessory Use shall mean a use secondary to the principal or primary use of the lot and contributes to occupants' comfort, convenience, or necessity. Home businesses shall be considered an accessory use. Accessory uses may occur within a principal structure and shall not necessarily occur in an accessory structure.

Section 1.04 Annual Dues, also known as "Annual Assessment," shall mean the amount assessed to and paid annually by each Lot Owner to cover their share of budgeted, day-to-day, and planned expenses, including a contribution to the reserve fund and other considerations, deemed appropriate by the Board. See also Section 1.08 below.

Section 1.05 Applicant shall mean an Owner that submits a request for a Variance or approval for a planned Improvement to the Architectural Committee.

Section 1.06 Architectural Committee shall mean the committee created pursuant to Article IX, sometimes referred to as "Committee."

Section 1.07 Architectural Committee Rules shall mean the rules adopted by the Architectural Committee pursuant to Article IX.

Section 1.08 Assessments shall mean the sums levied for the purposes set forth in Articles XI and XII of this Declaration.

Section 1.09 Assessments, Annual, also known as Annual Dues, are defined in Section 1.04 above.

Section 1.10 Assessments, Special shall mean an Assessment applicable to each Lot Owner, only for the current year to pay for unplanned but necessary emergency expenses and subject to a vote of approval by the membership.

Section 1.11 Association shall mean the Cedar Pass Ranch Homeowners' Association, Inc., sometimes referred to as "CPR HOA" or "HOA."

Section 1.12 Beneficiary shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title retaining contract, as the case may be.

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Section 1.13 Board shall mean the Board of Trustees of this Association, as appropriate.

Section 1.14 Bonafide Guest Visit shall mean a person present by invitation from a Member and for whom the Member assumes responsibility.

Section 1.15 Bonafide Temporary Absence shall mean an absence of the Lot Owner living away from their primary residence for a specific purpose, but who intends to return and occupy the home as their primary residence once the specific activity has ended; e.g., military service, religious or charitable service, temporary job relocation, etc.

Section 1.16 Cedar Pass Ranch or CPR shall mean all the lands described on Exhibit A attached to this Declaration and all lands which may be hereafter subjected to this Declaration pursuant to Article II from and after being included in Cedar Pass Ranch and the date as recorded in the Office of the Utah County Recorder.

NOTE: The CC&R Committee believes that as part of their due diligence, the Board of Directors should instruct the lawyers to confirm that all current plats of Cedar Pass Ranch are named in Exhibit A. Exhibit A should then be updated before recording.

Section 1.17 City shall mean Eagle Mountain City.

Section 1.18 Common Areas shall mean the area available for shared use by all Lot Owners and their guests, invitees, and tenants. All Lot Owners own the Common Areas.

Section 1.19 Common Expenses shall mean and refer to the actual and estimated costs for (a) the maintenance, management, operation, repair, and replacement of the Common Areas and Facilities which the Association maintains; (b) insurance as required by this Declaration; (c) the establishment of reserves; (d) other miscellaneous charges incurred by the Association, as provided for under the Utah Community Associations Act (UCAA 57-8a) or this Declaration; and (e) any other expense of the Association arising from the operation of the Association and not otherwise defined or precluded by the Declaration or any applicable law. In other words, it's a shared Association **expense** the Association incurs for the benefit of all Lot Owners.

Section 1.20 Cottage Business shall mean such activities and businesses described in UCAA 26-15c-102.

Section 1.21 County shall mean Utah County.

Section 1.22 Declaration shall mean this instrument as it may be amended from time to time, sometimes referred to as "Covenants, Conditions, and Restrictions" or "CC&Rs."

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Section 1.23 Deed of Trust shall mean a mortgage, a deed of trust, or a title retaining contract, as the case may be, granted on a Lot to secure the payment of a debt.

Section 1.24 Domesticated Animals and Livestock shall mean a commonly domesticated animal that is not wild or generally considered dangerous and is either kept as a pet, used to produce food or other material goods, used for recreation or hobby purposes, or used for transportation, as allowed by Eagle Mountain Municipal Code (EMMC).

Section 1.25 Driveway Apron shall mean the portion of the driveway area where the residential or outbuilding driveway meets the street pavement.

Section 1.26 Easements: *Ingress, egress, and regress* are legal terms referring to entering, leaving, and returning to the property.

A. Lot Owners create a **Prescriptive Easement** when a Lot Owner uses another Lot Owner's property (even though the use was not expressly agreed to between the Lot Owners) for a prolonged period. A Prescriptive Easement would recognize long-standing usage, primarily if the use were relied upon to enjoy the property. The Lot Owners' use required to establish a prescriptive easement must be: (1) Open or used to be aware that another Lot Owner is using the property. (2) Notorious or used so that the general public would be aware of this use of the property. (3) Adverse to the Owner's interest, or without permission or approval from the Lot Owner. (4) Continuously used for at least 20 years.

B. **Appurtenant Easement** means an easement tied to, or dependent on, ownership or occupancy of a unit or a parcel of real property.

Section 1.27 Equestrian Trail Easement shall mean the deeded area of lots that gives access to all Cedar Pass Ranch equestrian trails to be utilized for equestrian or non-motorized trail uses.

Section 1.28 Roadside Easement shall mean the area between the edge of the paved roadway and the private property line.

Section 1.29 Exterior Materials (Excluding Roofs) shall mean stone, rock, stucco, finished lumber, logs, brick, metal siding, vinyl siding, 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, provided the design and appearance are coordinated with the existing or planned residence and approved in advance in writing by the Architectural Committee. The final paint used on metal siding shall be of a flat or low sheen nature. Barns and loafing sheds may have metal siding with finishes as approved by the Architectural Committee. All exterior residence materials shall comply with the Eagle Mountain Municipal code including the regulations of the local fire control authority. The determination as to if any specific material constitutes an acceptable Exterior Material as its proposed use in a given structure of Cedar Pass Ranch shall be made by the Architectural Committee.

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Section 1.30 Facilities shall mean an amenity, building, fence, irrigation system, lighting structure, etc., situated in the Community Common Areas which are to be maintained by the HOA Board for use by the membership; i.e., the Community Park and Riding Arena.

Section 1.31 Gross Living Area (GLA) shall mean the total area of finished, above-grade residential space. GLA is calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. Finished basements and attic areas are not included in the GLA.

Section 1.32 Guest shall mean a person staying at or visiting a Lot Owner's residence without payment.

Section 1.33 Improvement shall mean every structure and all appurtenances to it of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.34 Invitee shall mean an individual who enters another's premises as a result of an express or implied invitation of the Lot Owner or occupant for their mutual gain or benefit.

Section 1.35 Loafing Sheds shall mean in-field shelters for livestock. They are generally no more than 10 feet high but may be taller for larger animals. Loafing Sheds may generally be pre-fabricated with shallow roof pitches and must have at least one (1) open side. They may also be built on-site in a similar appearance. A loafing shed may or may not have a foundation or be placed on a concrete slab.

Section 1.36 Lot shall mean any unit of land designated on any recorded subdivision plat of Cedar Pass Ranch whether or not improved.

Section 1.37 Management Committee shall mean the Board of Directors.

Section 1.38 Manager shall mean any person, firm, or corporation employed by the Association pursuant to Article X hereof and delegated duties, powers, or functions by the Association.

Section 1.39 Member shall mean a Cedar Pass Ranch Homeowners' Association member, also sometimes referred to as Lot Owner.

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Section 1.40 Mortgage shall mean any mortgage, deed of trust, or title retaining contract granted on a Lot to secure the payment of a debt.

Section 1.41 Notice and Hearing shall mean ten (10) days of written notice given (unless the number of days is specifically extended herein) and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

Section 1.42 Notice of Variance Request shall mean a notice form sent to Lot Owners that border on or are across the street from the location of the Lot for which a Variance is being requested. The Board of Directors or Architectural Committee, as the case may be, may request notice forms be sent to additional Lot Owners.

Section 1.43 Notice of Variance Request Response Deadline shall mean a deadline for Lot Owners to submit their consent or dissent to a Variance Request to the Architectural Committee or Board of Directors as outlined in Section 2 of Article XIII.

Section 1.44 Notified Lot Owners shall mean Lot Owners that receive a Notice of Variance Request.

Section 1.45 Outbuildings and Similar Structures. Outbuildings are generally defined as any structure other than the primary residence and having a roof that requires a City building permit, or is used for storage or vehicle parking, or the care or housing of livestock. (See EMMC 16.60.030 for building permit requirements.) A garage not attached to the residence is an outbuilding. Outbuildings are categorized as to size and type as follows:

A. Large Outbuilding

In addition to the general description above, any outbuilding 288 square feet or larger is considered a Large Outbuilding. Including but not limited to the following, a detached garage, a barn of any kind, an indoor riding arena, a large greenhouse, a pool house, a workshop, and the like are examples of a Large Outbuilding.

B. Small Outbuilding

In addition to the general description above, any outbuilding smaller than 288 square feet and that requires Architectural Committee approval is considered to be a Small Outbuilding. Including but not limited to the following, a small garage, a workshop, a utility, or a shed. Loafing sheds are not considered Outbuildings. (See Section 1.35 above.)

C. Exempted Structure

The term "exempt" is solely intended to indicate exemption from approval by the Architectural Committee before their construction, other than for purposes regarding number. These

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structures must comply with provisions of this Declaration regarding appearance, nuisance, etc., and shall be compliant with all applicable City codes and regulations.

Certain small outbuildings or constructed items that do not require a City building permit are excluded from Architectural Committee approval; however, they must be well-maintained and of a neat appearance. Including but not limited to the following, a well house or pump house is an exempt structure, as are playhouses or children's playsets, gazebos and pergolas, free-standing or detached shade structures and patio covers, small livestock shelters (such as chicken coops, dog houses or kennels). A disputed use or structure shall be referred to the Architectural Committee and the Board of Trustees for a final determination as to whether or not a given structure is considered exempt.

D. Storage Container

If allowed by City Codes, certain limited types of storage containers are allowed to be used as outbuildings and are not required to have a pitched roof, but they must meet all other requirements for outbuildings according to their size. Storage containers used as outbuildings are limited to one per lot and must be approved by the Architectural Committee. Storage containers placed inside an outbuilding and not used as an outbuilding are not restricted, so long as they remain inside the outbuilding. An enclosed trailer meant to be towed by a semi-truck or other similar vehicle is prohibited from use as a storage container on any lot.

E. Greenhouse

A greenhouse is a structure covered with a transparent or translucent material, in which environmental conditions can be modified or controlled for the cultivation of plants (*horticulture*). Certain types of greenhouses (those that include electrical or water service or exceed a specific size, for example) may require a City building permit. It shall be the sole responsibility of the Lot Owner to determine if such a permit is needed and to obtain any required permits. All types of greenhouses, other than those for in-field- or bed-grown plants as defined below, require Architectural Committee approval before construction.

- i). A hoop-style greenhouse (hoop house) typically has a rounded roofline, may have a minor peak, gambrel, or other variation in the roofline, and is exempt from the minimum roof pitch requirement. A hoop house shall be considered an outbuilding and classified according to its size (Large or Small Outbuilding) as defined in Article I of this Declaration.
- ii). A glasshouse attached to a dwelling or unattached and intended for human use or occupancy shall not be considered a greenhouse under this Declaration. Instead, it shall be treated as any other building or dwelling unit and classified according to its size (Large or Small Outbuilding) as defined in Article I of this Declaration.

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Section 1.46 Owner shall mean (1) the person or persons, ~~including Grantor,~~ holding an aggregate fee simple interest in a Lot or, as the case may be, (2) the purchaser of an aggregate fee simple interest in a Lot under an executory contract sale.

NOTE: The Committee finds the use of the term "aggregate fee simple" to be confusing to a layperson. We suggest the Board ask the attorney if we can strike the word "aggregate" without changing the meaning here.

Section 1.47 Person shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.48 Plans and Specifications shall mean any and all documents designed to guide or control the construction or alterations or improvements or other proposal in question, including but not limited to documents indicating the size, shape, configuration, and/or materials to be incorporated: all site plans, excavation and grading plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior material colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

Section 1.49 Public Utility Easement (PUE) shall mean the deeded area of lots that allows the utility company to use a Lot Owner's property to provide utilities to the property and/or neighboring properties.

Section 1.50 Record, Recorded, and Recordation shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Utah County.

Section 1.51 Screened shall mean an object is mostly obscured from the view of passersby or neighboring lots by a solid fence not to exceed eight feet in height, building, or dense plantings. The percentage of screening coverage may vary from Lot to Lot due to topography, streets, or other factors.

Section 1.52 Short-term Rental shall mean any rental of the entirety or portion of any residence or Accessory Dwelling Unit for less than thirty (30) consecutive days.

Section 1.53 Small-scale Business shall mean a business with no more than one (1) full-time employee and a limited flow of finances and materials. The entire enterprise is incidental to the primary residential use. These types of businesses may or may not require a business license. Additionally, this use would include cottage food establishments. (See UCA, Title IV, Chapter 5, Section 9.5.)

Section 1.54 State shall mean the State of Utah.

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Section 1.55 Street Monuments shall mean the structures placed at the crossroad of streets within Cedar Pass Ranch, which identify the street names.

Section 1.56 Subdivision shall mean any legal, recorded division or split of a parcel of land in Cedar Pass Ranch, ~~which has been shown on a final and recorded subdivision plat consisting of two or more lots~~ into more than one lot.

Section 1.57 Tenant shall mean a person who pays rent for the use of the residence, other facilities, or land of the Lot Owner.

Section 1.58 Variance shall mean an exception, exclusion, exemption, ~~variance~~, or waiver for limited non-conformance (collectively a "Variance") to specific Covenants, Conditions, or Restrictions (CC&Rs). A Variance may be granted 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. A request for Variance may be due to many factors, including advancement in science and technology, changes in local government ordinances, and other unforeseen circumstances. An Owner may request a Variance through the process outlined in Article XIII (Variance Requests and Approvals).

Section 1.59 Variance Request shall mean an Owner's request for a Variance.

Section 1.60 Variance Request Form shall mean a form that an Owner submits to the Architectural Committee to request a Variance.

ARTICLE II
SUBJECTION OF LAND TO THIS DECLARATION

Section 2.01 Association may at any time and from time to time subject additional Real Property to the provisions of this Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions, and equitable servitudes contained in this Declaration shall apply to such additional Real Property in the same manner as to the real property originally subjected to this Declaration; and thereafter, the rights, privileges, duties, and liabilities of all persons subject to this Declaration shall be the same with respect to all additional Real Property as with respect to the property originally covered by this Declaration.

The Notice of Addition of Real property referred to hereinabove shall contain the following provisions:

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- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded.
- B. A statement that the provisions of this Declaration shall apply to the additional Real Property as set forth herein.
- C. A complete adequate legal description of the land; and
- D. Association's written consent.

ARTICLE III. BASIC BUILDING RESTRICTIONS

Section 3.01 Use of Property

Each lot shall be used for a single-family home to be used as a residence and may not be subdivided. In accordance with the provisions of the Condominium Ownership Act and the Community Association Act [see UCA 57-8A-101], each lot may also contain one Accessory Dwelling Unit (ADU). An Owner of more than one adjoining Lot need only build one residence on a Lot to make use of adjoining Lots that they own.

"Family" is defined as follows (See UCA57-81-218(5) and EMC 17.10.030, Definitions.)

1. One or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, living together as a single housekeeping unit in a dwelling unit; or
2. A group of not more than four persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a dwelling unit; or
3. Two unrelated persons and their children living together as a single house-keeping unit in a dwelling unit.

Section 3.02 Architectural Committee Approval

The plans and specifications, including the location of all exterior improvements, must be approved in writing by the Architectural Committee prior to commencement of any construction in accordance with and subject to the provisions of Article IX. The Lot Owner shall give notice to the Architectural Committee of the date work will commence prior to beginning work. If work does not commence within six (6) months of the approved date, the Lot Owner must apply for an extension. If no extension has been requested within six (6) months and work has not begun, the application expires and must be resubmitted.

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Section 3.03 Property Line Setbacks

Any structures to be constructed on a Lot shall comply with the following property line setbacks.

Front yard	-	50 feet
Side Yard	-	50 feet
Rear Yard	-	50 feet

Fencing and landscaping features may extend to the property lines subject to Architectural Committee approval, except the rearmost ten (10) feet of Lots or side Lots which are designated as Equestrian Trails on the plat of Cedar Pass Ranch Subdivision.

Any Lot Owner who has a unique circumstance or needs an exception to the above setbacks should refer to Article XIII, Variance Approval Process, and follow the process stated there.

Section 3.04 Floor Space

The minimum size of each single story, split level, or multi-level dwelling unit shall be 1500 square feet of Gross Living Area ("GLA," defined as above grade square footage). The minimum size of each two-story dwelling unit shall be 2200 square feet of GLA, of which at least 1200 square feet shall be on the first floor. GLA does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas. Further, the dwelling unit's minimum total square footage, including above-and below-grade square footage, shall be at least 3000 square feet of livable space.

Section 3.05 Exterior Materials

All exterior building materials and colors shall be those approved by the Architectural Committee as specified in Article 1.14, other than those structures granted exempt status in Article 1.26.

Section 3.06 Roofs

The roofs of all buildings larger than 288 square feet shall be of architectural-grade asphalt shingles, metal, tile, or wood shingles, or solar tiles or other advanced technological roofing materials that are similar in appearance to standard roofing materials, and pitch or slope (minimum 4:12), material, color, and texture approved by the Architectural Committee. In addition, the residence roofing materials shall be fire retardant.

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Section 3.07 Height

No building shall exceed thirty feet in height. Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, including ancillary structures such as chimneys or other structures generally located on the roof of a residential building.

Section 3.08 Garages

An enclosed garage of at least 400 square feet capable of parking a minimum of two (2) automobiles shall be constructed on each Lot. The garage may be either detached from or attached to the primary residence. A detached garage counts as an outbuilding. The doors of the garage shall not be constructed on the front elevation of a home. Where possible, garage doors shall not face the public streets adjacent to the Lot.

Section 3.09 New Construction

All primary dwelling units shall be of new construction, and no existing building shall be moved onto any Lot. No existing dwelling unit shall be moved onto any Lot. Prefabricated, premanufactured, etc., primary dwelling units shall not be constructed, assembled, or moved onto any Lot.

Section 3.10 Outbuildings

All Large and Small Outbuildings, as further defined in Article I, other than exempt structures as defined in Article I, Section 1.25, must be approved by the Architectural Committee. All structures on the Lot, including loafing sheds and exempt structures, must be well-maintained with a neat appearance.

A. Large Outbuildings

No more than four (4) outbuildings may be larger than 288 square feet (Large Outbuilding). Only one (1) of the four (4) Large Outbuildings may be larger than 3,000 square feet, and it may not be larger than 15,000 square feet. All outbuildings must complement or match the exterior color scheme of the primary residence. Any large outbuilding over 3,000 square feet must include additional architectural features such as cupolas, windows/shutters, opposing eaves, etc., to avoid the appearance, in the opinion of the Architectural Committee, of an industrial or warehouse building.

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B. Small Outbuildings

Non-exempt buildings smaller than 288 square feet (Small Outbuilding) are limited to a number of three (3). In addition, they must complement or match the exterior color scheme of the residence.

Because various other structures are exempt from Architectural Committee approval, the total number of structures allowed on any lot is limited to not more than nine (9), including Large Outbuildings, Small Outbuildings, and any other structures, specifically excluding loafing sheds from this maximum number.

As defined in Section 1.26, Loafing sheds are not to be considered as outbuildings and are limited to no more than one (1) per acre or a maximum number of six (6) on any given lot. Each 12'x12' loafing shed section shall be considered as one (1) loafing shed for count purposes, regardless of how the Lot Owner may arrange them on the Lot.

The Owner of any Lot whose compliance with this Section would unreasonably restrain their use of their property due to Lot topography, shape, or other extenuating features unique to their particular Lot may seek a Variance as outlined in Article XIII, Variance Approval Process.

Section 3.11 Storage of Building Materials

No building materials shall be stored in a visible location on any Lot except temporarily during construction of an improvement or its alteration, renovation, or remodeling, and then only when a building permit is in force.

Section 3.12 Temporary Structure

No property owner or person within Cedar Pass Ranch shall permanently reside in 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.

Section 3.13 Construction Activities

This Declaration shall not be construed to unreasonably interfere with or prevent normal construction or improvements by any Owner, provided that when completed, such improvements shall in all ways conform to this Declaration. Specifically, no such standard construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities. Such construction shall be pursued to completion with reasonable diligence

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and be in compliance with all applicable federal, state, and local laws and ordinances and any rules that apply. However, any disturbance of road easements or common areas, storage of materials on easements or common areas, and tracking debris or mud onto the roads without prior approval shall constitute a violation. Remediation of any such violation or resulting clean-up or damage repair shall be the responsibility of the Lot Owner.

Section 3.14 Driveways

Driveways for dwellings shall be large enough to accommodate at least two (2) parked automobiles. Hard surface driveways, including the Driveway Apron, shall be properly maintained and repaired. Soft surface driveways, including Driveway Apron (gravel and road base materials), shall be maintained, graded, filled, and kept weed-free to minimize tracking of mud and debris onto the streets.

Section 3.15 Mailbox

Each Lot, when improved, shall have a Mailbox and post in compliance with rules and regulations of the United States Postal Service. Mailbox, post, letters, and numerals shall be kept in good repair.

Section 3.16 Fencing

The front property line fence shall be a minimum of a double split rail and post cedar material in accordance with Exhibit B. The Architectural Committee will review additional rails and taller posts for approval as part of the process in Article IX. 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 gates or openings. The double split rail fence shall be installed and maintained on property lines adjacent to roadways, but it is not required between lots. All other fencing shall be approved in accordance with Article IX, Section 9.01. No barbed wire fencing is permitted.

ARTICLE IV, ANIMALS

Section 4.01 Permitted Animals

Domesticated animals and livestock are allowed in Cedar Pass Ranch. No dangerous animals or pets of any kind shall be permitted in Cedar Pass Ranch. Any animals which are not commonly domesticated animals must be approved in writing by the Board of Trustees.

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Section 4.02 Care and Containment of Animals

Animals kept on any Lot shall be properly fenced, sheltered, and cared for. Each Owner shall maintain and clean barns, sheds, kennels, stalls, corrals, etc., to assure a clean and orderly appearance with measures taken to reasonably control objectionable odors, pests, insects, etc., including, but not limited to, the regular removal and management of livestock waste.

Each Lot Owner shall take all reasonable measures to protect their own property and animals from harm or harassment caused by any animals at large, including appropriate fencing, gates, etc. Likewise, each Owner of pets or livestock shall take all reasonable measures to confine, contain, and control them. All animals must be under reasonable control at all times. Animals may not run free in Cedar Pass Ranch. All animals must be under owner control at all times if an Owner allows or takes the animal outside the Owners Lot.

Section 4.03 Nuisance or Dangerous Animals Not Allowed

Incessantly barking dogs are not permitted. All dogs must have a name tag and collar. All animals are subject to the rules adopted by the Board. Utah County and the State of Utah Code for animals is hereby incorporated into this Declaration by this reference. Any violation of Utah County and the State of Utah Code for animals is a violation of this Declaration. Owners are advised that in addition to actions taken by the Association, the Sheriff may take enforcement action against violations. The Board may adopt additional policies and procedures or rules related to animals in the development. The Board may exercise its judgment for specific animals if deemed dangerous, results in an annoyance, injury, a threat of injury exists, or is obnoxious to or unreasonably causes anxiety to other Owners, occupants, guests, or visitors within the Development.

Section 4.04 Liability of Owner

An Owner who keeps animals of any kind is liable for any and all damage caused by such a pet or animal and shall hold the Association and any other Owner from any loss, claim or liability of any kind arising from or related to such a pet or animal.

NOTE FOR DISCUSSION: The Committee members agreed that we could make recommendations to the Board for a procedure to follow in the event an animal-at-large caused harm to another Lot Owner's animals. Discussion included 1) notification from the injured party to the Sheriff's Department of the incident; 2) notification to the HOA Board of the incident; 3) a "warning" notice to the owner of the animal-at-large that a repeat incident could result in the removal of the animal, if deemed by the Board to be dangerous, from Cedar Pass Ranch; 4) a possible "inspection" by the Board in the company of a Sheriff's Deputy to determine whether or not the animal has been properly contained or what additional steps must be taken for proper

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containment; and, 5) a potential continuing fine for violation of the CC&Rs. (Continuing fine would mean that after inspection by the Board and recommendations for reasonable containment are given to the Lot Owner, a daily, weekly, or monthly fine would be assessed to the Lot Owner until the Board received notification that the corrective containment measures are in place and confirmed by a follow-up inspection by the Board. If corrective containment measures are satisfactory, the fine could be waived or, alternatively, only applied from the date of the violation to the date the Lot Owner notified the Board that corrective containment measures were taken.

Our understanding from the Homeowners' Protection Board, LLC, is that publication of these rules is within the rights of an HOA Board.

**ARTICLE V
COMMUNITY COMMON AREAS**

Section 5.01 Community Riding Arena

The Community Riding Arena is located on Lot 43. This is made available to all Lot owners, tenants, and their accompanied guests or invitees. The area shall be maintained by the Homeowners' Association. Future improvements shall be determined by a vote and at the expense of the Association members.

Section 5.02 Equestrian Trails

A. 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.

B. 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.

C. Traps of any type are prohibited from use in the Equestrian Trail easement.

Section 5.03 Community Park

The Community Park is located on Lot 118 on West Drive and is for the exclusive use of members, tenants, and their accompanied guests and invitees. All structures, facilities, lighting, and any other amenities shall be repaired and maintained by the Homeowners' Association. All

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maintenance of the Park grounds, fencing, and landscaping shall be conducted by the Homeowners' Association. Any improvements or addition of facilities or landscaping shall be determined by a vote and at the expense of the Association members.

Section 5.04 Reservation of Community Common Areas

Lot Owners may use the Community Park or Riding Arena for their enjoyment and recreation without a reservation. However, a Lot Owner may reserve the use of the Community Park or Riding Arena for a private event by contacting the HOA Board Secretary or its designated agent. The process for reservation and rules for using these areas shall be determined and published by the Board as required by law.

Section 5.05 Motorized Vehicles

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

Section 5.06 Release of Liability

There is no supervision of the common areas or their prescribed uses. These shall be used at the sole risk and responsibility of the members and their guests, invitees, and tenants. Any damage to any homeowner or Association property or personal injury shall be the responsibility of the individual causing such. In the case of damage caused by any member, tenants, guests, or invitees of the member, or caused by an animal or livestock owned by any of the foregoing, the member is responsible.

Section 5.07 Mowing HOA Road Rights-of-Way

The Cedar Pass 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 a like manner around fences, signs, fire hydrants, mailboxes, etc.

Section 5.08 Entries and Street Name Monuments

The street name monuments are placed at street intersections in Cedar Pass Ranch and entry structures are placed on footprint easements on corner Lots. Such monuments and structures shall be maintained by the Association. The Association or its designated agents have the right of access to perform maintenance. Lot Owners may not obstruct the view, or attach any

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improvement, including fencing, to, against, or in front of such monuments. Lot Owners will maintain their Lot adjacent to the monuments. The Association will maintain all entries including landscaping, monuments, walls, etc. The Board must maintain and rebuild Common Area facilities and structures to the same standard required of individual Lot Owners.

**ARTICLE VI
UTILITIES, ENERGY, AND TECHNOLOGY**

Section 6.01 Rules and Regulations

Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental, and quasi-governmental entities which supply any of the gas, electric, telephone, cable television, internet, water, sewer, or other lines and services present or in the future as necessary to provide utility services to said Lot, adjoining Lots, and improvements. Each Lot shall be and is subject to all designated easements that now or in the future may be used in relation to these services.

A. Low-visibility Private Utility Infrastructure

Private utility infrastructure on any lot that requires the Lot Owner's consent, is not obviously visible to passersby, that does not exceed thirty (30) inches in height, is no longer horizontally than three (3) feet, and is a color that blends in with the surrounding landscape, may be placed up to the property line with no setback required, provided does not obstruct or impede the uses as provided in the Declaration.

B. High-visibility Private Utility Infrastructure

Larger buildings or more visually impactful private utility infrastructure shall follow the guidelines established by the Architectural Committee or the Board of Directors for private utilities such as, but not limited to, solar panels, well houses, etc.

Section 6.02 Owner Installation of Infrastructure Requiring Architectural Committee Approval

Utility, energy, or technology infrastructure and hardware, including, but not limited to, solar systems, windmills, helical generators, and internet towers, equipment facility buildings, or hubs that Lot Owner intends to install on Owner's Lot and is visible from adjacent streets or neighboring Lots, will be subject to Architectural Committee approval. Such approval is required before installation begins.

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ARTICLE VII, USE AND RESTRICTIONS

Lot Owners with unusual circumstances may apply for a Variance to the sections below by following the Variance process outlined in Article XIII.

Section 7.01 Antennas

Small satellite dishes or antennas shorter than ten (10) feet above the roofline may be placed and maintained wherever the homeowner desires in compliance with City codes.

Section 7.02 Radio Transmitter/Receivers

Any Lot Owner who possesses an FCC ham radio operator license may apply to the Architectural Committee to construct a radio transmitter/receiver tower on their property. Any such tower must be constructed, operated, and maintained in accordance with all governmental regulations, including the codes of Eagle Mountain City. The applicant must submit a professionally engineered plan, a drawing showing the intended location, and obtain any required building permit from the City. Unless City codes are more restrictive, the height of a non-nesting tower shall not exceed forty (40) vertical feet. A nesting tower's maximum extended height shall not exceed sixty (60) vertical feet and must be returned to the nested position when not in actual operation.

Section 7.03 Maintenance of Improvements

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather-beaten or worn off. Materials that are customarily left unfinished, such as cedar shake shingle roofs, pipe fencing, and cedar stockade fences, are permitted so long as, in the opinion of the Board of Trustees, are properly maintained and in good repair.

Section 7.04 Reconstruction of Improvements

Any improvement which has been destroyed in whole or in part by fire, hail, windstorm, or any other cause or act of God, shall be rebuilt, restored, or removed with reasonable promptness, and all restoration work shall be performed pursuant to the process outlined in Article IX, Section 9.03. Further, all debris shall be removed and the Lot restored to a sightly condition within thirty (30) days. If additional time is required to complete the work, the Lot Owner may apply to the Architectural Committee for an extension of time.

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Section 7.05 Nuisances

A. If Eagle Mountain City determines a nuisance exists on any Lot in Cedar Pass Ranch, the Lot Owner shall be considered in violation. In this case, the Board may exercise all of its rights contained in this Declaration against the violating Lot Owner. Specifically including, but not limited to these rights, the Board may impose fines, pursue its right of self-remedy, and seek a judgment against the violating Lot Owner for reimbursement of all the expenses the Board incurs in seeking the same. **Lot Owners shall take nuisance complaints to the city instead of the Board.**

B. Any person, whether as Owner, Agent, or Occupant, who creates, aids in creating, or contributes to a nuisance, or who supports, continues, or retains a nuisance, is in violation of this Declaration and subject to any and all remedies or actions as determined by the Board of Trustees and in accordance with City, County, and State ordinances.

C. Any Owner is required to remedy all violations on their property at their own expense. However, the Board and the duly authorized agent of the Board may enforce by self-remedy, at the Lot Owner's expense, any of the provisions of this Declaration and then only if such self-remedy is preceded by reasonable notice to the Owner in violation. (See also Article X, Section 10.04.)

Section 7.06 Unsightly Articles

A. All rubbish, debris, recyclables, junk or inoperable vehicles, unsightly materials, or similar objects shall be regularly removed from the Lots and not be allowed to accumulate.

B. City or private garbage dumpsters are permitted on any Lot, provided they are reasonably obscured from the view of neighboring lots. Privately contracted garbage dumpsters may be placed on a Lot provided they are not allowed to overflow or create a nuisance. Such dumpsters may not be placed between the front of the home and the street. Trash and recycling bins are not to be left street side other than a reasonable period for garbage and recycling pickup days. The placement of dumpsters must comply with city codes.

C. Each Lot Owner shall maintain their property to prevent the overgrowth of weeds or undesirable plants and trees. Landscaped flower beds, lawns, or areas with other landscaping materials, such as xeriscaping, must not be allowed to be overgrown with weeds. Dead plantings, including trees, shall be routinely removed and the Lot kept in a neat and orderly appearance.

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Section 7.07 Personal Vehicles

A. Personal Vehicles, including but not strictly limited to motor homes, trucks, tractors, any type of farm equipment, buses, motorcycles, motor scooters, and all ATVs and UTVs, snowmobiles, snow removal equipment, travel trailers, camper trailers, boats, utility trailers (such as flatbed trailers), enclosed multi-purpose trailers, or horse trailers, and all personally owned construction equipment may be parked on any lot provided such item is placed in an orderly manner, in a defined and maintained parking area behind the front plane of the home. These vehicles must be screened from view by a solid fence, building, or dense plantings. Vehicles may not be parked on areas of improved landscaping such as lawns, gardens, or orchards. Lot Owners shall not park more than five (5) unscreened Personal Vehicles on their Lot.

B. "Daily Drivers": A Lot Owner's personal cars and pick-up trucks, or those of their guests and visitors, driven regularly, with current tags, will not be considered unscreened Personal Vehicles.

C. No repair or maintenance work shall be done on any vehicles or on any automobile, other than minor maintenance or emergency repairs, except in an enclosed garage or other enclosed structure or screened from street view. Inoperable or unregistered vehicles may not be parked in a visible place on any lot unless minor maintenance or emergency repairs are taking place. Lot Owners may not allow or create a visible accumulation of more than one inoperable or unregistered vehicle on their Lot.

Section 7.08 Signs

Section 7.08.1 Temporary Signs

A. Other than personal signs mentioned in Section D below, all signs must be professionally painted, lettered, and constructed. Signs may be no larger than four square feet in size and a maximum height of posts (and hence the total height of the sign) of six (6) feet. Signs other than those described in Section D below must be maintained and removed within two (2) days of the completion of the sign's purpose. No electrical or artificially lighted signs are permitted.

B. Signs may only be displayed on private property and not on Cedar Pass Ranch common areas without the express consent of the Board of Trustees.

C. Signs placed on Roadside Easements require a City sign permit. In addition, all signs must comply with EMCC 17.80 as applicable.

D. Personal congratulatory, commemorative, garage, or yard sale. These signs do not require Architectural Committee approval when placed on private property following the City

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codes. Private event signs may be hand-lettered or hand-drawn and must be no larger than four square feet. However, such signs in Cedar Pass may be in place no longer than 10 days in total and must be removed within two days after the event.

Section 7.08.2 Permanent Signs

A. Individual property entrance structures are considered signs. They are exempt from the six-foot (6') maximum height restriction. They must have the approval of the Architectural Committee regarding placement, structure, and complementary design with the style of the residence. They must also comply with Eagle Mountain City Code requirements or the requirements of the fire authority having jurisdiction. The written copy or artistic design area on such signs shall not exceed nine (9) square feet. These structures must be kept in good repair.

The above subsections in Section 7.08 shall apply unless City Code is more restrictive, in which case City Code governs.

Section 7.09 Home Business and Commerce Activity

A. Lot Owners must conduct their home-based businesses in compliance with all City and county ordinances. The business shall maintain a current business license or a special/conditional use permit if required by the City. Light industrial or manufacturing that includes outside storage of components, parts, or finished products is not allowed. Any resident that operates a home business must ensure all activities and parking associated with that business are confined to their property. Any materials related to such activity shall not be visible from neighboring lots and streets.

1) Nothing in this section shall be construed to mean that a resident may not allow guests to park in the street easements during short visits or private events so long as traffic is not impeded and vehicles are not parked on the pavement.

B. Outbuildings may not be rented, in whole or in part, to store material items for any manufacturing or industrial purposes, including warehousing, assembly, and shipping of materials or products.

C. All Lot Owners must ensure all guests and customers comply with parking, noise, and all other restrictions in this Declaration. A Lot Owner will be responsible for any violation of rules committed by invited guests/customers.

D. No commercial, industrial vehicles, or heavy equipment, including semi-tractor rigs and trailers, are to be parked or stored upon any easement within Cedar Pass Ranch nor parked unscreened anywhere upon any lot.

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No property in Cedar Pass Ranch shall appear to function or operate as a work yard or lot for any commercial or industrial enterprise. For clarity, a Lot Owner may park a commercial vehicle on their Lot overnight provided it is directly used in the Lot Owner's occupation according to Eagle Mountain City Code 17.75.090.

E. Any rental for storage of vehicles or materials not owned by that Lot's resident Owner must be inside an enclosed structure and requires a conditional use permit issued by Eagle Mountain City. [EMMC 17.65.060(N)]

F. This section does not prohibit a resident's Small-scale Business. A Small-scale Business may include the sale of agricultural goods and products such as apparel or handmade craft products. (See definition of Small-scale in Article I, Section 1.53)

G. Nothing in this section shall be interpreted to prevent the boarding of horses or other domestic animals as permitted and allowed by the City code.

Section 7.10 Private Special Events

A. Any home, outbuilding, or property rental for special events such as weddings, conventions, or similar purposes is not allowed. Private social events or other club and organization events are allowed. However, any resident hosting such an event must ensure all guests comply with parking, noise, and all other restrictions in this Declaration. A resident will be responsible for any violation of rules committed by invited guests. Resident's guests may park in the street easements during short visits or private events so long as traffic is not impeded and vehicles are not parked on the pavement.

B. See Article V regarding the use of Common Areas for private events.

Section 7.11 Hazardous Activities

A. Each Lot Owner will ensure that any activities on their lot are conducted safely, considering the safety of surrounding neighbors. The use of aerial fireworks is strictly prohibited. The discharge of fireworks is regulated by City and State Codes and restrictions, which must be observed within Cedar Pass Ranch.

B. Firearms shall not be discharged on any Lot for recreational purposes. Firearms are governed by City and State codes and may be discharged only to protect persons or livestock.

C. Open fires shall be permitted according to all applicable regulations, codes, and laws of the City, County, and State. If required by those regulations, codes, and laws, the Lot Owner must obtain any required burn permit. Controlled fires in a contained outdoor barbeque or fire pit

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unit are permitted while attended and in compliance with all pertinent State and City codes and regulations.

Section 7.12 Garage Sales

A Lot Owner may conduct a garage sale or yard sale or other such sales if the items sold are only their furniture and belongings. The purpose of a garage sale is to sell household items and is not meant to be a flea market or resale business. Such sale shall be held at such time and in such a manner as not to disturb other area residents. It shall be held in full compliance with all applicable codes and regulations, including Section 7.08 above and Eagle Mountain City Code 17.80.100.

Section 7.13 Erosion and Dust Control

It is understood that Cedar Pass Ranch is situated in a mountain desert, and everyday or recreational use of any Lot may create noise, odors, or dust. Therefore, in addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly or detrimental to any other property or its occupants, the Lot Owners should take measures (including seeding and maintaining native vegetation such as sagebrush, dry grasses, wildflowers, etc.) to maintain appropriate ground cover. These measures should be undertaken to the extent possible to prevent and control erosion and excessive dust. See the Preamble to this Declaration for suggestions to minimize excessive dust, particularly during outdoor recreational activities.

Section 7.14 Owner-initiated Easements

- A. All Appurtenant Easements between Lot Owners within Cedar Pass Ranch and between Lot Owners and any property not subject to this Declaration are strictly prohibited.

- B. No Lot Owner may extend Appurtenant Easements to any other parcel of land. Any such Appurtenant Easements created after the date of the Amended Declaration of Covenants and Restrictions will constitute misuse and trespass of property and is prohibited.

- C. Any Ingress and Egress Easement, which is the right to use someone else's property for a specific purpose and usually created between Lot Owners, shall not create a Prescriptive Easement. For example, Ingress and Egress Easements may govern the use of a shared driveway or the use of a private road to reach one's property, but said easement shall terminate if either property owner changes.

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Section 7.15 Accessory Dwelling Units (ADUs) [See EMMC 17.70.]

- A. The Architectural Committee must approve all external ADUs. The Lot Owner shall be solely responsible for ensuring compliance with all City Codes, including building and operational permits. Any ADU found to be out of compliance with City Code will be treated as a violation of this Declaration. Any ADUs built prior to the date of this amended Declaration will be grandfathered under these terms provided the Lot Owner has evidence of a building permit having been issued by the City.
- B. The Lot Owner must live in the primary residence or ADU except for Bona Fide Temporary Absences.
- C. A maximum of one ADU is allowed on a Lot, whether it is in an owner-occupied single-family dwelling, or in a detached accessory structure associated with a single-family dwelling.
- D. A detached ADU is allowed only if contained within an outbuilding with a shared use or purpose, such as a detached garage. In addition, the use of the ADU must be secondary to the primary purpose of the outbuilding.
- E. An ADU rental shall be limited to a single housekeeping unit where occupants are related to each other by blood, marriage, or adoption. Alternatively, it will consist of no more than two (2) unrelated individuals living as a single housekeeping unit.
- F. External and internal ADUs shall not be used for a short-term rental.
- G. Please reference Eagle Mountain City Code for any additional restrictions, permits, or licenses that may apply.

Article VIII, Landscape

Section 8.01 Completion of Landscaping

Front yard and side (lateral) yards must at a minimum have landscaping as defined in Section 8.02 installed 12 months from the date that residence is occupied. The planting of trees and the landscaping of the rear yard must be completed within 18 months from the date the residence is occupied.

Section 8.02 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 8.01. The ground must be covered by owner-planted vegetation such as grass, sod,

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trees, plants, or bushes OR owner-placed substance such as bark, cement, asphalt, brick, tile, rock, gravel, etc.

Section 8.03 Trees

We encourage the planting of trees. When a Lot is improved with a new residence, a minimum of five (5) to ten (10) trees, dependent upon lot topography, shall be planted on the Lot within the time outlined in section 8.01. Each tree must be at least six (6) feet in height from ground level to the top of the tree. Dead or dying trees must be removed in a timely manner.

Section 8.04 Lot Maintenance

The remainder of the Lot not included in Section 8.02 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 8.05 Maintenance of Unimproved Lot

Lot Owner is responsible from the date of receipt of deed to Lot, to maintain the unimproved Lot free and clear of all dead plant or weed materials, trash, or debris.

Article IX, Architectural Committee

Section 9.01 Approval Required

Approval of the Architectural Committee ("Committee") is required for all new construction of homes or outbuildings of any kind that are 200 square feet or larger and require a building permit, as well as for fence types and permanent fence placement, exterior material types and colors, landscaping plans, and any other Improvement specifically mentioned herein that requires the Committee's approval. Owner shall submit any Plans and Specifications for any proposed Improvement which requires Architectural Committee approval to the Architectural Committee for review, as further described in Section 9.04 (Review of Proposed Improvement), showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon. The Architectural Committee's approval or denial shall be provided to the Lot Owner in writing, and a copy of such approval or denial shall remain permanently with said Committee pursuant to the provisions of this Article. Any substantial changes in exterior colors, materials, or construction shall be subject to the prior approval of the Architectural Committee. Approval by the Architectural Committee does not imply adherence to or compliance with city, county, or state codes or ordinances.

* Intent is to maintain consistency with as much flexibility to the individual homeowners as possible, eliminating the need for lot owners to reapply for approval on repainting or restoring the currently approved plan. Seek advice from legal counsel for wording to reflect this intent.

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Section 9.02 Members of the Committee

The Cedar Pass Ranch Architectural Committee shall consist of not less than three members, nor more than five members. Committee members' names and contact information will be kept current and listed on the Cedar Pass Homeowners Association (CPRHOA) web page.

Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. Members of the Committee may be removed at any time with or without cause by the Board. The Board shall have the right to appoint and remove all members of the Committee.

Section 9.03 Review of Proposed Improvement

Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which in its sole discretion are relevant. Prior to commencement of any improvement on any Lot for which Architectural Committee approval is required in this Declaration, the Plans and Specifications, therefore, shall be submitted to a member of the Architectural Committee utilizing the Project Application Form found on the CPRHOA website, following the instructions for completion and submission of the Project Application Form. A description of required documentation and the step procedure used by the Architectural Committee can also be found on the website and may be updated from time to time as permitted within this Declaration. Other arrangements for Project Application Form submission can be made by a discussion with a member of the Committee, whose telephone numbers and emails are listed on the website. All applications must include the Lot Owner's name, address, lot number, phone number, and email. Construction thereof may not commence unless or until the Committee has approved such plans and specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, or as from time to time shall be assigned to it by the Association, including inspection for construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area or Lots as a whole and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications or on other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. See Section 14.07 for the process to appeal a decision from the Committee. The Committee may require a fee, not to exceed the maximum allowed by state law, to accompany each application. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for its approval. Upon receipt of all required information, the Committee will have 14-16 full business days to make a decision on the application and respond to the applicant.

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Section 9.04 Committee Meetings

The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote of a majority of all the members of the Committee, or the written consent of a majority of all the members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 9.05 Waiver of Consent

The Committee's approval or consent to any Plans or Specifications for any work done or proposed or in connection with a matter requiring the approval or consent of the Committee, shall not waive the Committee's right to withhold approval or consent as to subsequent or additional Plans or Specifications, or any other matter submitted to the Committee for approval or consent by the same or a different person.

Section 9.06 Compensation

The members of the Committee shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 9.07 A. Completed Work

Inspection of completed work submitted to the committee under Section 9.01 of this Declaration and correction of defects shall proceed as follows:

- i) It is the responsibility of the Lot Owner to demonstrate that all work submitted for approval is completed according to the approved application. Upon the completion of any improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee via electronic communication or such other means as previously arranged with the Architectural Committee. This notification shall include photographs of the completed work that demonstrate compliance with the approved plan. If the Owner fails to notify the Committee of completed work, that work will not be considered compliant until such notification is given to the Committee and the Committee gives its final approval.
- ii) Within such reasonable time as the Committee may set but not to exceed thirty (30) days after notice of completed work is sent, the Committee or its duly authorized representative may review completed work (including photos and submitted documents) for compliance. If the Committee finds that such work was not done in strict compliance with all approved Plans or Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such non-compliance within such period, specifying in reasonable detail the particulars of non-compliance, and shall give notice to the Owner and require the Owner to remedy the same. The remedy shall include an approved plan to remedy or remove non-compliant work.
- iii) If upon the expiration of thirty (30) days from the date of such notification from the Committee the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing the Board shall determine

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whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Owner shall remedy or remove the same within forty-five (45) days from the date of the announcement of the Board's ruling. If the Owner does not comply with the Board's ruling within such period, the Board at its option, may either remove the non-compliant improvement or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against the Owner and the Improvement in question and the Lot upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as provided in this Declaration.

iv) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any non-compliance within the period provided in the above subparagraph (ii) of Section 9.08, the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

Section 9.07 B. Work in Progress

The Committee may inspect all work in progress and give notice of non-compliance as provided in subparagraph (ii) of Section 9.08. If the owner denies that such non-compliance exists, the procedure set out in subparagraph (iii) of Section 9.08 shall be followed. If the Board shall find that such non-compliance exists, no further work shall be done, pending resolution of the dispute, which would hamper correction of the non-compliance.

Section 9.08 Non-liability of Committee Members

Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any owner or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members or the Board or its members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering, or conformance with building or other codes.

NOTES TO THIS SECTION:

The Architectural Committee, in September 2018, wrote its step procedure for submission of projects for approval. This information is currently posted on the HOA website.

We suggest that an Appendix to Article IX be created in a table format that lists items requiring Architectural Committee approval and references the applicable CC&R section/s.

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We suggest a list of recommended trees be listed on the website. Eagle Mountain City has a list of trees likely to grow in our area. This information could be referenced on the CPRHOA website via a link to the applicable City document.

We also recommend that the Architectural Committee develop guidelines for Architectural Committee applications including, for example, photos and descriptions of items that have been approved in the past and would generally be approved consistent with the HOA vision statement.

In addition to the guidelines, we suggest that the Architectural Committee set up a system to monitor open applications to ensure that follow-up on work and responses to applicants are timely.

This Committee further recommends that the Board utilize the property management company or determine another cost-effective and consistent means to regulate compliance to the CC&Rs including the mechanics of enforcement, specifically to include inspection and documentation of non-compliant work, letters of notification, and instructions for payment of fines and/or remedies.

ARTICLE X
CEDAR PASS RANCH HOMEOWNERS' ASSOCIATION

Section 10.01 Membership

Every Lot Owner shall be a member of the Cedar Pass Ranch Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Cedar Pass Ranch. Ownership of such Lots shall be the sole qualification for membership.

Section 10.02 Voting Rights

Members shall be all of the Lot Owners. Members having a lot without a residence dwelling or purchased building permit shall be entitled to (1) vote per lot for that lot. 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 a member owns 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 Member shall have a right to vote unless such member is in good standing. The Board of Trustees shall have the 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

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said lot shall be held in the same manner. No fractional 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. A lot with a residence will receive two (2) ballots which may be voted separately. A lot without a residence will receive one (1) ballot.

Section 10.03 Organization and Purpose

The Association is a nonprofit Utah corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in the Articles and By-Laws or in this Declaration. Neither the Articles nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. 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. The Association shall be charged with the administration of Cedar Pass Ranch and the terms and provisions of this Declaration. Further, the Association shall be responsible for the maintenance and operation of any open space or easements and any improvements on such open space or easements within Cedar Pass Ranch owned by the Association.

Section 10.04 Specific Powers of the Cedar Pass Ranch Association

A. Right of Entry and Enforcement

The Association may enter, after twenty-four (24) hours written notice without being liable to any Owner, onto any Lot for the purpose of enforcing by peaceful means the provisions of this Declaration. The Association may also, in its own name and behalf or in the name and behalf of any Owner who consents thereto, commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the provisions of this Declaration.

B. Fines

If any Owner, or any member of his family, or any of his guests, invitees, or tenants, shall breach any covenant, condition, or restriction contained in this Declaration, and if such Owner shall not cease and remedy the breach (or cause such other person to cease or remedy such breach) after Notice and Hearing the Association may levy a reasonable fine not to exceed One Hundred Dollars (\$100.00) for each breach per month while the breach remains uncured against such Owner and shall be personally liable to pay the same and the same shall become a lien against such Owner's Lot and all improvements thereon, and payment may be enforced, as is hereinafter provided for Assessments. However, in the event a Lot Owner creates a breach by allowing short-term rentals, the fine imposed shall be a "zero sum" fine, meaning it will be in an amount equal to the rent collected for each day the breach occurred.

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C. Delegation of Functions

To the extent permitted by law, the Association and the Board may delegate any of their duties, powers, or functions to the manager or to any other person, or committee of persons. The Owners release the Association and the members of the Board from liability for any omission or improper exercise by the Manager or such other person or committee of any duty, power, or function so delegated.

D. Contracts

The Association may enter into contracts with all other persons to provide any service or perform any function, including but not limited to contracts delegating enforcement of some or all of the duties under this Declaration and the right to collect and remit (but not to levy) Assessments and fines levied by the Association.

E. Rules and Regulations

The Association may enact such reasonable rules and regulations, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions hereunder and in accordance with the "Utah Community Association Act, Utah Code 57-8(a)217.

**ARTICLE XI
CEDAR PASS RANCH ASSESSMENTS**

Section 11.01 Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to Covenant and agrees to pay to the Association:

- A. Annual Assessments or charges, which are due January 10th of each year; and
- B. Special Assessments as hereinafter provided in Section 11.04.

The obligation to pay Assessments shall be absolute and unconditional, regardless of any lien rights or lack thereof, and shall be due regardless of whether the Association has given notice to the Owner, or whether the Owner has received notice, or whether the Association has made sufficient efforts to locate the Owner. It is the obligation of every Owner to ensure that the Association has his or her correct contact information.

The Annual and Special Assessments, together with such interest and costs of collection, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment together with late fees, interest, costs, and reasonable attorney's fees shall be a lien on said Lot and shall also be the personal obligation of the Owner of said Lot, provided, however, that the personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them. To the extent permitted by law, the Owner(s), and any future

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Owner(s), are jointly and severally liable for All assessments occurring prior to, and during the time, that an Owner holds title to a Lot. An Owner is not liable for any Assessments accruing after the Owner(s) has lawfully transferred title to the Lot to another Owner. The recording of a deed to a new Owner that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation of this Section is separate and distinct from any lien rights associated with the Lot.

[Note to Attorney: We want to ensure that by transferring title the obligation to pay delinquent assessments does not go away. Please ensure this language accomplishes that.]

Section 11.02 Purpose of Assessments

The Assessments levied by the Association through its Board of Trustees shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Cedar Pass Ranch. In particular, such Assessments will be used for the services and facilities devoted for the use and enjoyment of any open space or easements owned by the Association within Cedar Pass Ranch. Assessments may also be used to repair, replace, reconstruct, and maintain private roads and ways, footpaths, equestrian trails, the community riding arena, utilities, landscaping, or recreation facilities for the common benefit of the Owners and the maintenance of property values.

The Assessments may also be used to settle any debt which may be incurred by an agreement with or requirement of the County or other governmental authorities. The Assessments shall further be used to provide adequate insurance of all types and amounts deemed necessary by the Board and to provide reserves as necessary to accomplish the objects and purposes of the Association.

A portion of the Annual Assessments shall further be used to provide a reserve fund for the replacement and maintenance of the common areas per UCAA 57-8a-211, Reserve analysis -- Reserve Fund. The Board shall direct the reserve fund analysis required by UCAA 57-8a-211 to be conducted at least every three (3) years.

Section 11.03 Basis and Payment of Annual Assessments

- A. Budget and Regular Assessment. The Board is authorized and required to adopt a budget for the following calendar or fiscal year not later than sixty (60) days prior to the beginning of each calendar or fiscal year. Unless and until the Board decides otherwise, the budget shall be a fiscal year budget. The Board may revise that budget from time to time as it deems appropriate. The budget shall cover the period of the next fiscal year. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget shall include a line item that identifies the amount to be

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placed into the reserve fund. The budget may include contingencies and other estimates as the Board deems appropriate. The Board shall present the budget at the Annual Meeting or may post the budget on the Association's website.

The Board shall recommend an amount for Annual Assessments to be paid by the Owners of each Lot by dividing the total budgeted amount for the Common Expense by the allocated Interest for each Lot. This recommended increase may not be more than three percent (3%) of the prior year's assessment unless approved by the Lot Owners. The need for any increase the Board may recommend must be demonstrated and presented to the Owners no less than sixty (60) days prior to the effective date of any proposed increase. Any increase recommended above three percent (3%) must be voted on and passed by a vote of fifty-one percent (51%) of the majority at a meeting duly called for such purpose. If the Association moves to a calendar year budget, the Board is authorized to adopt a partial year budget sufficient to cover the time period from the end of the fiscal year budget to the next calendar year and to assess the owners as provided below pursuant to the partial budget.

B. Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular calendar year proves to be excessive in light of the actual Common Expenses, the Board shall apply the excess to the Reserve Fund. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

C. No Offsets. No offsets against any assessments shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

D. How Payments Are Applied Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require the application of payments in any specific order, to specific charges, or in specific amounts.

E. Certificate of Payment The Association shall upon demand of any Owner or as authorized in writing by the Owner(s), to any prospective purchaser, mortgagees, and prospective mortgagees furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A charge not to exceed \$25.00 may be made by the Board for the issuance of these certificates (Certificate of Payment). Such Certificate of Payment shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Board may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Utah law.

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Section 11.04 Special Assessments

A. Special Assessment

The Board may adopt an Association-wide Special Assessment applicable to that year only and only upon the vote of fifty-one percent (51%) of the voting interest of the Association at a meeting duly called for such purpose. The need for any Special Assessment the Board may recommend must be demonstrated and presented to the Owners no less than sixty (60) days prior to the effective date of any Special Assessment.

Notwithstanding the wording or terms of any notice of Special Assessment, a Special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due. A Special Assessment may be due in a lump sum or over a period of time as determined by the Board after the consideration and consent of the membership.

B. Capital Improvements

Any Capital Improvements the Board may deem necessary must be demonstrated and presented to the Owners no less than sixty (60) days prior to the effective date of any Special Assessment and voted on and passed by a vote of fifty-one percent (51%) of the voting interest of the Association at a meeting duly called for such purpose.

Reserve Fund money shall be used for the purpose of defraying, in whole or in part, the cost of repairing, replacing, or restoring common areas and facilities of a Capital Improvement owned by the Association, including fixtures and personal property related thereto, that is above the annual budgeted amount for said purposes.

C. Reinvestment Fee

The Board, by resolution, shall have the right to establish from time to time (but shall not be required to establish) a "Reinvestment Fee" assessment in accordance with Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the Office of the Utah County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount established by the Board, provided that in no event shall the Reinvestment Fee exceed two times the amount of the annual Association dues.

2) Reinvestment Fees shall belong to the Association. The purpose of the Reinvestment Fee is to benefit the Association, including but not limited to, payment for

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common planning, facilities, infrastructure, obligations arising from an environmental covenant, community programming, Community Common Area facilities, open space, recreation amenities, or charitable purposes.

3) The Association shall not levy or collect a Reinvestment Fee for any of the Transfers exempted by Utah Code §57-1-46.

4) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer and shall be treated as an Individual Assessment for collection purposes.

D. Voting Methods.

The method of voting for any proposed Special Assessment or Capital Improvement shall be determined at the discretion of the Board and may include all manners of voting allowed by the Utah Code (UCA 46-4-201 & UCA 16-6a-709) including, without limitation, by electronic means (electronic applications, email, electronic forms and any other similar forms of electronic voting methods), by paper ballots, or by proxy as provided for in Article X.

[Note to Board: The changes in this section will require confirmation that the Bylaws allow these methods of voting or a change to the Bylaws.]

Section 11.06 Effect of Nonpayment of Assessments - Remedies of the Association

Any Annual or Special Assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date an Owner will be charged a late fee of ten percent (10%) of the amount due for each month per month of delinquency. In addition to late fees, interest shall accrue on all unpaid balances, including unpaid attorneys' fees, late fees, and assessments, at the rate of twelve percent (12%) per annum. Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner(s) for the collection of delinquent assessments. The Board, at its sole discretion, may elect to waive late fees and/or interest for any Owner's account on a case-by-case basis.

Section 11.07 Subordination of the Lien to Mortgages

Any lien of the Assessments provided for herein, which includes, but are not limited to, late fees, interest, attorneys' fees, court costs, and other costs of collection (which shall include all costs, and are not limited by those costs that may be awarded under the Utah Rules of Civil Procedure) shall have priority over each other lien or encumbrance on a Lot except (a) a lien or encumbrance recorded before this Declaration is recorded; (b) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; (c) or a lien for real estate taxes or other governmental

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assessments or charges against a Lot. Further, any lien under this Section is not subject to Title 78B, Chapter 5, Part 5, Utah Exemptions Act.] For clarity, the Association may, but need not, record a notice of lien on any Lot.

**ARTICLE XII
ENFORCEMENT AND NONWAIVER**

Section 12.01 Right of Enforcement

Except as otherwise provided herein, any Owner of any Lot which is subject to this Declaration, regardless of when it became so subject, at Owner's own expense, Grantor, and the Board shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

Section 12.02 Violation of Law

Any violation of any federal, state or local law, resolution, or regulation pertaining to the ownership, occupancy, or use of any property subject to this Declaration shall be considered a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

Section 12.03 Enforcement in Small Claims Court

The Association may enforce unpaid balances including any fine or delinquent Assessment levied or assessed under this Declaration. This includes any late payment, any interest, and the cost of collecting the same, including attorney's fees, under the terms and provisions of any legislation with respect to a "small claims court" as may exist from time to time. The Association may also bring any action at law or equity in any other court available to it under the statutes of the State of Utah for enforcement of any provisions of this Declaration.

Section 12.04 Remedies Cumulative

Each remedy provided by this Declaration is cumulative and not exclusive.

Section 12.05 Nonwaiver

The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right to enforce that or any other provision of this Declaration.

**ARTICLE XIII
VARIANCE REQUESTS AND APPROVALS**

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Section 1.0 Initiating a Variance

The Cedar Pass Ranch Homeowners' Association Board of Trustees shall call for a special hearing and a notice to go out to all members to determine whether a Variance with limited scope and effect and carefully detailed, may be allowed due to special or unusual circumstances. A Variance originating with the Board of Trustee will require a vote of at least 50% of the membership and no less than 67% of those votes in favor for the Variance to pass. A Lot Owner desiring a Variance shall follow the process outlined below.

Section 2.0 Variance Request Form

- A. An Applicant requesting a Variance shall fill out and submit a completed **"Variance Request Form"** to a member of the Architectural Committee either in person, by mail, or electronically. The "Variance Request Form" shall contain the following:
- 1) Name(s) of Lot Owner(s), Street Address, Lot Number, and Applicant contact information (phone number and email);
 - 2) An acknowledgment that the Variance is requested based upon extraordinary circumstances such as those involving topography, natural obstructions (such as washes or steep slopes), hardship, or other environmental considerations AND all supporting information to document the extraordinary basis of the request. This can include a written description, photos, maps, cost analyses (if hardship is claimed), affidavits, or similar statements;
 - 3) A description and all supporting documentation (see above) of what work the Applicant proposes to accomplish, including plans, the mapped location of the proposed Variance, etc., sufficient for the Architectural Committee to make a fully informed determination;
 - 4) The date upon which the Notice of Variance Request was sent to neighboring Lot Owners (See Section 2.0 below for further details.); A copy of the said notice shall accompany the application.
 - 5) The Applicant must acknowledge and agree that the Applicant may be held responsible for paying the reasonable costs incurred by the HOA for the review and processing of the Variance Request;
 - 6) An Applicant must acknowledge responsibility for recording the Variance for their Lot (if approved), including all fees for such recording, with the Utah County Recorder's office (as applicable).

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- B. An Applicant may withdraw an application at any time, without prejudice. If the Applicant withdraws the application, the Applicant will be required to reimburse the Association for any actual costs incurred for processing the application.

Section 3.0 Notice of Variance to Lot Owners

Steps for the Applicant. The Applicant shall prepare and send a “**Notice of Variance Request**” form to all the Lot Owners that border on or are across the street from the Lot of the Applicant requesting such Variance. If the Variance could impact other Lot Owners, the Architectural Committee and/or the Board of Trustees have the right to request notification of the Variance Request be sent to additional Lot Owners.

Upon the request of the Applicant, the Architectural Committee or the Board of Trustees, as appropriate, shall inform the Applicant as to which specific Lot Owners are to receive the Notice of Variance Request.

Section 3.1 Lot Owner Submission of Variance Consent or Dissent

A. Lot Owners shall send their consent or dissent to the Variance Request in writing directly to the Architectural Committee via hand delivery to an Architectural Committee member, through electronic mail, or by US Mail within fifteen (15) calendar days of receipt (“Notice of Variance Request Response Deadline”).

B. The Architectural Committee shall make a good faith attempt to contact those notified Lot Owners who have not responded to the consent/dissent request. The Architectural Committee shall verify the Notices of Variance Request were received and attempt to obtain such Lot Owners consent or dissent responses before making any recommendation. After a good faith attempt at contact has been made by the Architectural Committee, if a notified Lot Owner does not respond, such Lot Owner shall be considered as having consented to the Variance Request.

C. The Architectural Committee or the Board of Trustees, as appropriate, shall then review all Lot Owner statements of consent or dissent and shall consider these statements in making their recommendation.

Section 4.0 Review & Approval Process

A. If the Architectural Committee receives a Request for Variance that, in their judgment, lies outside of its responsibilities, the Architectural Committee shall forward such request to the Board for their action. Should the Variance request have been referred directly to the Board for its decision, the Board shall perform all the Architectural Committee’s responsibilities as stated herein. Additionally, the Architectural Committee shall notify the Board in a timely manner of all Variance requests as they are received.

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B. As the case may be, the Architectural Committee or the Board shall review the Applicant's Variance Request and give full consideration to 1) all the facts presented by the Applicant, 2) the relevant sections of the CC&Rs, 3) any consent or dissent statements received from the notified Lot Owners, and 4) other relevant information as applicable.

- 1) The Architectural Committee shall review the Applicant's Variance Request within ten (10) calendar days from the Notice of Variance Request Response Deadline (See Section 3.1(A) above.), except to the extent the Architectural Committee may require or request additional documentation or information to vote on the Variance Request.
- 2) The Architectural Committee may forward the Variance Request directly to the Board of Trustees for their review and action. Should that not be the case, the Architectural Committee shall vote to recommend approval or denial by the Community members of the Applicant's Variance Request no more than thirty (30) calendar days from the Notice of Variance Request Response Deadline.

Should the Architectural Committee require additional documentation or information, including notices to additional Lot Owners, if needed, to make its recommendation, or should the Applicant request an extension, such requests shall be made in writing. If the Applicant does not respond to a request from the Architectural Committee within fifteen (15) days, and the Applicant does not request an additional extension, the Variance request shall be considered denied.

- 3) The Architectural Committee shall inform the Board of its recommendation in writing within five (5) calendar days of the vote required in Subsection 2 of this section. The Committee shall provide the Board all documentation submitted with the application, including the basis of their reasoning and recommendation.
- 4) The Board may request additional information from the Applicant, including notices to additional Lot Owners, if needed. The Applicant shall respond to any Board request for additional information within fifteen (15) calendar days.

C. In order to be approved, the Variance Request requires approval by a vote of the HOA members. Such a vote shall take place at a special meeting called by the Board specifically for this purpose. All votes shall be cast either in person, by proxy, or within five (5) days of the meeting. For a Variance Request to be approved, votes must be cast by no less than fifty percent (50%) of the votes of all eligible Lot Owners, with sixty-seven percent (67%) voting in favor of the Variance. Should circumstances warrant it, this meeting may be held electronically. Notice of such a special meeting and a ballot shall be sent to all Lot Owners via the Lot Owner's preferred communication method on file with the Board or property management company. The Board shall allow additional

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comments from the Applicant and any Lot Owner who attends this meeting or submits written comments prior to such special meeting before voting takes place on such a Variance Request.

The date of such a meeting shall be determined and notice given (as defined in this Declaration) to all Lot Owners no more than ten (10) calendar days after the Board receives the Architectural Committee's recommendation. A Board member shall notify the Architectural Committee members and the Applicant in writing of this decision no more than ten (10) calendar days from the meeting date.

D. The facts of the Variance application, the recommendations of the Architectural Committee, and the decision of the HOA community shall be presented at the next monthly Association Board of Trustees meeting and included in the minutes of that meeting.

If the Board of Trustees has determined recording of an approved Variance to be necessary, the Applicant must submit proof of such recording to the Board of Trustees, the Architectural Committee, and the management company under contract by the Cedar Pass Ranch Board of Trustees within ten (10) calendar days from the date of recording. The Board will keep a written record of all approved and recorded Variances. Such a record of Variances shall be available to all residents in any printed or digital copy of this Declaration maintained or shared by the Board. No Variance which requires recording with the Utah County Recorder will be formally approved until such proof of recording is completed and the evidence of recording has been submitted to the Architectural Committee and the Board of Trustees.

E. A building permit issued by Eagle Mountain City does not approve a Variance within Cedar Pass Ranch. The Architectural Committee must approve all construction and new work associated with the Variance Request. Likewise, approval by the Architectural Committee or the HOA does not guarantee compliance with the City codes and ordinances.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Term

This Declaration as the same may be amended from time to time hereafter, including all of the covenants, conditions, and restrictions hereof shall run until December 31, 2020, unless said date shall be amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by the owners of at least seventy-five percent (75%) of all the votes entitled to be cast by the

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Owners of the Lots (as outlined in Section 10.02) and recorded in the Utah County real property records.

14.02 Professional Management

Any agreement for professional management entered into by the Association or any other contract providing for services of the Association may not exceed five (5) years in term. Any such agreement must provide for termination by either party to such agreement with or without cause and without payment of a termination fee on ninety (90) days or less of written notice.

The property management company which may be contracted by the Association is expressly prohibited from including any solicitation of business to the Lot Owners in correspondence undertaken on behalf of the Association. The list of names, addresses, or other personally identifiable information of Lot Owners is deemed to be proprietary and confidential and shall not be used by the property management company for any purpose except as authorized herein for Association business. Prohibited use of Lot Owner information by the property management company shall include advertising of their business or services in member communications.

The Association shall not permit any agreement for professional services, reasonably valued at more than \$1,000, to be performed or provided by (a) any Board Member or the Manager; (b) any relative or employee of a Board Member or Manager; or (c) any business or entity in which a Board Member or Manager (or any of their relatives) is an employee or officer or has more than 10% ownership or beneficial interest in such business or entity, without the prior written disclosure of the relationship to the Board and the Board's unanimous approval of such agreement for professional management services. For this Section, a relative is an individual known to be related by blood or marriage.

Section 14.03 Amendment of This Declaration By The Owners

This Declaration may only be amended by the affirmative vote of no less than sixty-seven percent (67%) of all eligible Lot Owner votes cast concerning such amendment by the Owners outlined in Section 10.02.

An instrument evidencing such amendment shall be executed (and such signatures shall be notarized) by either (i) the President and Secretary of the Association confirming that the necessary number of votes approved the amendment pursuant to this Section (in which case the Association shall maintain adequate written records evidencing such vote), or (ii) by the actual Owners representing no less than sixty-seven percent (67%) of all votes entitled to be cast concerning such amendment, which may be done in counterparts by the various Owners by any of the methods outlined in this Declaration and consistent with UCAA 57-8a-104. The executed instrument evidencing such amendment shall be recorded in the office of the Utah County Recorder.

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Section 14.04 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate their purposes of promoting and effectuating the fundamental concepts of Cedar Pass Ranch as outlined in the PREAMBLE, RECITALS, and DECLARATION of this Declaration. This Declaration shall be construed and governed under the laws of the State of Utah.

Section 14.05 Construction

- A. Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- B. Singular includes Plural. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.
- C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is outlined in any paragraph, section, or article hereof.

Section 14.06 Insurance

Pursuant to the Utah Community Association Act 57-8a, Part 4, the Association shall obtain comprehensive general liability (CGL) insurance, property insurance and Directors' and Officers' Liability Insurance. Certain insurance coverage is also required in this Declaration, the Articles of Incorporation (Article IV, Section G2, and G3), and the Bylaws (Article VII, Section 2(e)).

- A. Property Insurance. The Association shall obtain property insurance insuring the Common Areas and Facilities under UCAA 57-8a-405. The cost of such insurance shall be part of the Common Expenses.
- B. Comprehensive General Liability (CGL) Insurance. Pursuant to UCAA 57-8a-405, the Association shall obtain CGL insurance, insuring the Association, the agents and employees of the Association, and the Owners, against liability of the Common Areas and Facilities* and the Owner's membership in the Association.
- C. Directors' and Officers' Liability Insurance. Pursuant to Article VII, Section 2(e) of the By-Laws, the Association shall obtain Directors' and Officers' liability insurance protecting the Association, and the officers of the Association, against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records,

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failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (a) include coverage for volunteers and employees; (b) include coverage for monetary and non-monetary claims; (c) provide for the coverage of claims made under any fair housing law, or similar state or federal statute, or that are based on any form of discrimination or civil rights claims; and (d) provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any Manager, and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager, or any employees of the Manager.

D. Named Insured. The named insured under any policy of insurance shall be the Association and each Owner shall also be an additional insured under all property and CGL insurance policies.

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 represent comments in writing, in person, or by proxy, for review and consideration. The Board of Trustees or Architectural Committee shall by majority vote (of the number of the full Board of Trustees or full Architectural Committee, whether all are present or not) decide to let stand the original recommendation or decision (as the case may be), 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 (rehearing) and appeal to the Board of Trustees by contacting the Secretary of the Board or to the Architectural Committee by contacting the Secretary of the Architectural Committee (unless he or she is a member of the Board of Trustees). The Board of Trustees or the Architectural Committee shall then decide, upon a good cause showing, whether to allow a rehearing and appeal or not, based on submitted information. If a rehearing is granted, the decision of the Board of Trustees or Architectural Committee at such rehearing shall be final unless there has been a material change in the facts or circumstances surrounding the Architectural Committee's or the Board of Trustees' recommendation or decision, in which case an appeal hearing may be granted, subject to approval by the Board of Trustees or Architectural Committee, following the process outlined in this section.