AFTER RECORDING, PLEASE RETURN TO: Bryce B. Higbee HIGBEE FORD & PHINNEY LC 483 West 30 North American Fork, Utah 84004 ENT 8314:2007 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jan 17 3:19 pm FEE 16.00 BY SB
RECORDED FOR CAPITOL TITLE
ELECTRONICALLY RECORDED

AMENDED BY-LAWS OF CYPRESS PARK A PLANNED UNIT DEVELOPMENT

See Exhibit "A" for property description, which is attached here and incorporated herein by this reference.

SUBJECT TO the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record which affect the above-described Tract or any portion thereof; including, without limitations, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments; or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easements for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

Pursuant to those rights given it by ARTICLE VI "Amendment to By-Laws" and those Articles regarding voting, the members of Cypress Park held a meeting consisting of a quorum and have adopted the following amendments to its By-Laws:

ARTICLE VIII, shall state as follows:

ARTICLE VII SIGNS, BANNERS, AND OTHER ADVERTISEMENTS.

1. <u>Intent.</u> It is the intent of the members to require all signs on buildings and on property to conform to the decor of the building and to be approved for placement by the association. Owners and/or Tenants are not authorized to approve any sign being placed on a building or property grounds.

- 2. <u>Signs attached to buildings.</u> Signs may only be attached to the building of the building owner or current tenant of said building and must be pre-approved by association, in writing, before the sign is attached.
- 3. <u>Signs, banners, and other advertisements placed outside non-attached signs.</u> Signs may only be placed on any owner or tenant's property if it is first pre-approved by the association, in writing, before the sign is placed. Current Owners or Tenants may place an approved sign that shall not exceed 4' by 4' on its property for a flat fee of \$400.00. An outside party may place an approved sign that shall not exceed 4' by 4' on any Owner or Tenant's property for a flat fee of \$500.00.

Signs that are not attached to the buildings, but are placed on the property, may not be placed for more than thirty (30) days.

- 4. <u>Existing Signs.</u> All signs that have not been upgraded within the past two years and approved by the association, will be required to be removed. All banners on railings and buildings are to be removed and are to receive approval before being replaced.
- 5. <u>Promotional Advertisements.</u> A temporary promotional advertisement of current Tenant and/or Owner is allowed for thirty (30) days if attached to the building the Owner or Tenant occupy.
- 6. <u>Violation.</u> Any sign placed, hung, attached, or other, without proper payment or approval by Association will be immediately removed and Owner and/or Tenant shall be fined according to the payment requirements stated above.

Former ARTICLE VIII, shall now be renumbered ARTICLE IX.

DATED this <u>30</u> day of December, 2006.

TITLE: Wendi Dean. Association President

DATED this 30 day of December, 2006.

BY:

TITLE: Doug Moody, Association Vice-President

EXHIBIT "A"

The land described in the foregoing Declaration is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS:

<u>BEARING</u>	DISTANCE
WEST	46.20'
N 67 DEG 46'41" W	35.43'
N 59 DEG 13'33" W	215.32'
NORTH	407.07
EAST	264.00'
SOUTH	2.64'
EAST	66.00'
SOUTH	528.00'
WEST	66.00' TO THE POINT OF BEGINNING

STATE OF UTAH) ss: COUNTY OF UTAH)

On THE <u>28</u> DAY OF December, 2006, personally appeared before me WENDI DEAN, and DOUG MOODY, who by me being duly sworn, did say that he is the Manager of CYPRESS PARK, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument as signed in behalf of said Company by authority of a resolution of its Members, and said WENDI DEAN and DOUG MOODY, duly acknowledged to me that said Company executed the same.

NOTARY PUBLIC

Residing at: 17W.470W.

My Commission Expires:

