

After Recording Return To:
The Law Offices of Kirk A. Cullimore
644 East Union Square
Sandy, UT 84070

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned residential community known as **The Cedars PUD** is executed on the date set forth below by **The Cedars Home Owners Association (“Association”)** having received the necessary approvals of the homeowners.

RECITALS

A. Certain real property in Utah County, Utah, known as The Cedars PUD was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded February 16, 2001, as Entry No. 44111:2001, records of Utah County, Utah;

B. This Declaration was amended January 6, 2006, as Entry No. 2228:2006, and February 10, 2006, as Entry No. 16854:2006 records of Utah County, Utah;

C. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

D. This amendment is intended to create a more accurate and fair assessment scheme;

E. This amended is also intended to clarify the recreation vehicle parking and storage regulations;

F. Pursuant to Article XVII, Section 17.01 of the Declaration, owners representing more than fifty percent (50%) of the voting interests have affirmatively approved this Amendment;

NOW, THEREFORE, the Association, by and through the Cedars Committee, hereby amends the Declaration and Bylaws as follows:

Article II, Section 2.16A of the Declaration is hereby added and shall read as follows:

2.16A Single Family Residential Lot shall mean a lot on which a Unit can be built. The Cedars Committee shall maintain a list of the Single Family Residential Lots.

Article V, Section 5.03 of the Declaration is hereby amended in its entirety to read as follows:

5.03 Storage. No campers, boats, snow mobiles, ATV's, jet skis or other water-related- vehicles, boat trailers, house-trailers, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailers shall be

stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision except as allowed by section 5.03.1. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes. All such uses must fully comply with those standards found in The Cedars Design Standards Book.

5.03.1 Storage of Recreational Vehicles. Non-commercial automobiles, travel trailers, motor homes, snowmobiles, ATVs, boats, jet skis, and other similar recreational vehicles (hereafter referred to as RVs) up to 45 feet in length may be stored on an ARC approved RV pad. An RV pad is defined as a concrete parking space along the side of the house that is not in the direct access path of a garage or driveway. Storage on a RV pad requires the RV be parked such that no point on the RV is closer to the street than any point on the front elevation of the house. RVs must be operable (ready for immediate use), maintain current registration, be of generally accepted good appearance and free of corrosion, chipping paint, and excessive oxidation. RVs for which there is a complaint reported, or are of excessive age, or are of poor appearance will require a review by the ARC. The ARC may rule that the RV does not meet the above conditions or issue provisions that would allow the storage of the RV to be approved. Parking of any RV in the street is prohibited.

Article XV, Section 15.01 of the Declaration is hereby repealed and amended in its entirety to read as follows:

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

Article XV, Section 15.02 of the Declaration is hereby repealed and amended in its entirety to read as follows:

15.02 Annual Assessment. The Cedars Committee of the Association shall compute Annual Assessments based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance, reserves, administration and operation of the Common Areas. The Annual Assessment shall be assessed against Single Family Residential Lots only.

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

Article XV, Section 15.04 of the Declaration is hereby repealed and amended in its entirety to read as follows:

15.04 Rate and Date of Assessment. The Common Expenses shall be apportioned and assessed to Owners at a uniform rate as described in Sections 15.02, which shall be in proportion to the number of Single Family Residential Lots in the Development.

Article XV, Section 15.05 of the Declaration is hereby repealed and amended in its entirety to read as follows:

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

IN WITNESS WHEREOF, THE CEDARS HOME OWNERS ASSOCIATION, by and through The Cedars Committee, has executed this Amendment to the Declaration as of the 17th day of August, 2009.

THE CEDARS HOME OWNERS ASSOCIATION

[Signature]
President

[Signature]
Secretary

STATE OF UTAH)
County of Utah) :ss

On the 17 day of Aug, 2009, personally appeared Stephen Brian Gates and Tonya Kay Edvalson who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of the Cedars Committee; and each of them acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public for Utah

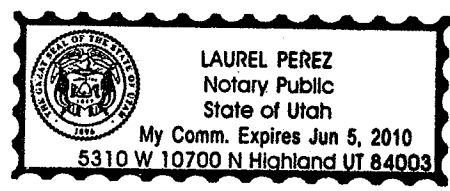


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 114 and 117 through 119 in The Cedars at Cedar Hills PRD, Plat B as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 39:903:0001 and all others located in Plat B of The Cedars at Cedar Hills PRD.

Lots 1 through 69 in The Cedars at Cedar Hills PRD, Plat C as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 39:934:0001 and all others located in Plat C of The Cedars at Cedar Hills PRD.

Lots 1 through 75 in The Cedars at Cedar Hills PRD, Plat D as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 39:914:0001 and all others located in Plat D of The Cedars at Cedar Hills PRD.

Lots 1 through 27 in The Cedars at Cedar Hills PRD, Plat F as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 39:939:0001 and all others located in Plat F of The Cedars at Cedar Hills PRD.

Lots 1 through 58 in The Cedars at Cedar Hills PRD, Plat I as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 65:166:0001 and all others located in Plat I of The Cedars at Cedar Hills PRD.

Lots 1 through 3 in The Cedars at Cedar Hills PRD, Plat L as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 65:091:0001 and all others located in Plat L of The Cedars at Cedar Hills PRD.

Lots 1 through 3 in The Cedars at Cedar Hills PRD, Plat M as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 65:092:0001 and all others located in Plat M of The Cedars at Cedar Hills PRD.

Lots 1 through 4 in The Cedars at Cedar Hills PRD, Plat N as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 65:093:0001 and all others located in Plat N of The Cedars at Cedar Hills PRD.

Lots 1 through 3 in The Cedars at Cedar Hills PRD, Plat O as the same is shown on the Plat Map recorded in the Utah County Recorder's Office, state of Utah.

Parcel Nos: 65:094:0001 and all others located in Plat O of The Cedars at Cedar Hills PRD.