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After Recordation, return to:

**AMENDMENT TO CC&R'S AND HOME OWNER BYLAWS FOR PLATS B,C,D,F,I**

The Cedars Home Owners Association  
10732 Congressional  
Cedar Hills, UT 84062

**AMENDMENT TO THE CEDARS AT CEDAR HILLS PLANNED UNIT DEVELOPMENT  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS &  
HOME OWNER BYLAWS**

Pursuant to the provisions of Sections 6.06 and 17.02 of the CEDARS PLANNED UNIT DEVELOPMENT AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS & HOME OWNER BYLAWS, FOR THE CEDARS PLANNED UNIT DEVELOPMENT, PLATS B,C,D,F,I made on or about September 2004, by "Lone Peak Links, L.L.C.", and mailed to lot owners on or about that time, and hosted on the website of the current management company, Field Master Community Management, (the "Declaration"), the majority of Lot owners within The Cedars Planned Unit Development, Plats "B", "C", "D", "F", "I", "L", "M", "N", "O" (the "Owners"), hereby modify the Declaration, as follows:

1. **BACKGROUND.** At some time in 2004, Field Master Community Management, a community management company that manages the Cedars Homeowners Association, mailed a document titled THE CEDARS PLANNED UNIT DEVELOPMENT AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS & HOME OWNER BYLAWS to the Owners, on behalf of the Declarant. Questions surround the validity of this amended document. Because doubt exists as to its validity, the Owners hereby modify, repeal and amend this Declaration in the event that it is upheld as legally binding. Sections 6.06 and 17.02 of the "Declaration" permits the Owners by a vote of more than fifty percent (50%) of the total votes of the HOA to modify, repeal, or amend the Declaration. Given, therefore, the consensus of over fifty percent (50%) of the total votes of the HOA, the Owners modify, repeal, and amend the Declaration as provided herein.
2. **CONSIDERATION.** The Owners acknowledge the proffer and receipt of good and valuable consideration for this Amendment.
3. **MODIFICATION, REPEAL, and AMENDMENT.** The following sections of the Declaration are modified, repealed, and amended as follows:

**6.01 Breach of Violation of Covenant.** In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements, as they may be amended from time to time, by any person or concern claiming by virtue of any judicial proceedings, The Cedars HOA or the owner of any Lot in the Subdivision, jointly or severally, shall be authorized to take such legal or administrative action as it deems appropriate, consistent with the laws of the State of Utah, to enforce said Covenants, Conditions, and Restrictions. This authorization, however, shall not extend to any dispute concerning or challenge to a proper amendment of these Covenants, Conditions, and Restrictions.

**6.02 Recovery.** In the event that The Cedars HOA, The Cedars Committee, or any property owners in the subdivision are successful in prosecuting any violation of these restrictive covenants, as they may be amended from time to time, such successful party may recover (in addition to any other damages) costs, and expenses of the litigation, including reasonable attorney's fees from the party found to be in violation thereof.

**13.02 Election and Service.** Election of the members of the Committee shall be conducted at the annual meeting of the lot owners. Election shall be by majority vote cast by all owners or proxies in attendance at the meeting. The term of those members elected shall be for the remainder of the year in which they are elected and until the next annual meeting of the HOA. The number of the members of The Cedars Committee may be changed at any annual meeting. Any member of The Cedars Committee may resign from the Committee, at any time, upon written notice to the other members of The Cedars Committee.

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**13.04 Duties of the Cedars Committee.** The rights, duties and functions of The Cedars Committee shall be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Cedars Committee, named in Section 13.08 below, shall serve until replaced by an amendment. The Cedars Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Articles and Bylaws, including, but not limited to, the following:

- (1) To make and enforce all rules and regulations covering the operation and maintenance of the Subdivision.
- (2) To maintain those common areas in the Subdivision listed below.
  - a. The common park
  - b. All private roads and appurtenant landscape areas.
  - c. The fifty foot buffer strip on the east side of Canyon Rd.
- (3) To enforce the conditions, covenants, restrictions, and agreements set forth herein and as may be hereafter adopted by the HOA.
- (4) To serve as the Architectural Review Committee and perform the duties and tasks delegated thereto at any time no ARC shall exist.
- (5) To enter into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers.
- (6) To assess and collect fees from its Members to cover the costs of the maintenance of the common areas of the Subdivision and administration of The Cedars HOA,
- (7) To open bank accounts on behalf of The Cedars HOA and to designate the signatures thereof.
- (8) To bring, prosecute and settle litigation for itself, The Cedars HOA, and the Subdivision.
- (9) To own, purchase, or lease, hold and sell, or otherwise dispose of, on behalf of the Members or Owners, items of personal property necessary or convenient to the management of the business and affairs of The Cedars HOA or for the operation of the Subdivision, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.
- (10) To keep adequate books and records.
- (11) To do all other acts necessary for the operation and maintenance of the Subdivision and the performance of its duties as agent for The Cedars HOA, including the maintenance and repair of any portion of the subdivision and common improvements therein as deemed necessary to protect or preserve the Subdivision.

**13.13 Resignation or Removal.** A member of The Cedars Committee may resign at any time by delivering a written resignation to either the president or The Cedars Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of The Cedars Committee may be removed at any time, for or without cause, by the affirmative vote of the Owners holding more than fifty (50%) of the total number of votes appurtenant to all Lots in the Development, at a special meeting of the members duly called for such purpose.

**13.14 Vacancies.** If vacancies shall occur in The Cedars Committee by reason of the death, resignation, or disqualification of a member of The Cedars Committee, or if the authorized number of The Cedars Committee shall be increased The Cedars Committee then in office shall continue to act, and such vacancies or newly created memberships shall be filled by a vote of The Cedars Committee then in office, though less than a quorum, in any way approved by such The Cedars Committee at the meeting. Any member of The Cedars Committee elected or appointed hereunder

to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Cedars Committee, as the case may be.

**16.01 Architectural Review Committee.** There is hereby established an Architectural Review Committee (ARC) for the Cedars. The ARC shall consist of five (5) members. The ARC shall have the duty and responsibility to carry out the tasks set forth under ARTICLE IV, and shall pass upon, approve or reject any plans or specifications for improvements to be made on lots in the Subdivision, and to enforce the conditions, covenants and restrictions set forth herein, and standards found in "The Cedars Design Standards", set forth herein or made an attachments hereto, so that all structures shall conform to the restrictions and general plans, of The Cedars HOA, and The Cedars Committee, for the improvement and development of the whole Subdivision. The ARC may act by any three (3) of its members, and the approval of any plans for the construction of homes or improvements to The Cedars and must have a stamp of approval and be signed by three (3) members of the ARC.

**16.02** The members of the ARC shall be appointed by The Cedars Committee, in accordance with the provisions of ARTICLE XIV. Any member of the ARC may resign from the Committee, at any time, upon written notice to the other members of the ARC.

4. Effective immediately, the members (and offices) of the Cedars Committee shall be

President Jeffrey Welch 10732 Congressional Cedar Hills, UT 84062	Secretary TK Plant 10737 Congressional Cedar Hills, UT 84062	Member Lynn Spencer 10695 Spyglass Cedar Hills, UT 84062
Member Kelton Busby 10752 Shinnecock Cedar Hills, UT 84062	Member Lynette Schloer 3999 Centennial Cedar Hills, UT 84062	

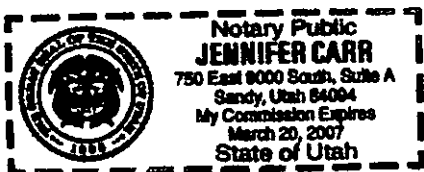
until the soonest an election can be reasonably held, on which date a general election will be held for all five positions of The Cedars Committee. Election shall be by majority vote cast by all owners or proxies in attendance at the meeting. The term of those members elected shall be for the remainder of the year in which they are elected and until the next annual meeting of the HOA.

- 5. The Cedars Committee shall permit the Declarant to serve as three (3) of the five (5) Architectural Review Committee positions for 'Plat I' only contingent upon the Declarant:
  - c. Executing, verifying and mailing this amendment to each Member of the HOA with a postmark of no later than October 7, 2005.
  - d. Enforcing the Conditions, Covenants, and Restrictions, and the standards found in "The Cedars Design Standards", so that all structures in 'Plat I' shall conform to the restrictions and general plans of The Cedars HOA.
- 6. The Declarant's right to amend as described in Sections 6.05 and 17.02 of the Declaration shall be limited to 'Plat I'.
- 7. **SCOPE.** All provisions of the Declaration remain in effect except as modified, repealed, or amended by this instrument.

VOTING: Aye: 183 Nay: 0

Total Votes in the HOA: 284

Executed and Verified this 6 day of Oct, 2005.



Craig D. Nielsen  
By: CRAIG D. NIELSEN  
President, Cedars  
Homeowners Association

Jennifer Carr 10-6-05