

WHEN RECORDED, MAIL TO:

LONE CEDAR CONSERVATION COMMUNITY HOA  
c/o CCI Law  
557 South 150 East  
Smithfield, Utah 84335

Ent 1347060 Bk 2406 Pg 789  
Date: 27-Sep-2023 10:15 AM Fee \$66.00  
Cache County, UT  
Tennille Johnson, Rec. - Filed By LJ  
For CCI LAW

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
LONE CEDAR CONSERVATION COMMUNITY**

Lots 101-122 as shown on the plat entitled "FINAL PLAT OF LONE CEDAR SUBDIVISION – PHASE 1," which plat was recorded in the Cache County, Utah, recorder's office on June 23, 2023, as entry no. 1342463.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
101	04-296-0101	121	04-296-0121
102	04-296-0102	122	04-296-0122
103	04-296-0103	OS1*	04-269-8001
104	04-296-0104		
105	04-296-0105		
106	04-296-0106		
107	04-296-0107		
108	04-296-0108		
109	04-296-0109		
110	04-296-0110		
111	04-296-0111		
112	04-296-0112		
113	04-296-0113		
114	04-296-0114		
115	04-296-0115		
116	04-296-0116		
117	04-296-0117		
118	04-296-0118		
119	04-296-0119		
120	04-296-0120		

269

269

\*OS1 – Open Space 1.

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
LONE CEDAR CONSERVATION COMMUNITY**

THIS FIRST AMENDED AND RESTATED DECLARATION is made effective as of its date of recordation by CIRCLE BAR S, LLC, a Utah limited liability company (the “Declarant”).

**ARTICLE 1 – RECITALS**

WHEREAS, the Association is organized as LONE CEDAR CONSERVATION COMMUNITY HOA, INC., a Utah nonprofit corporation that is subject to the Nonprofit Act and the Association Act; and

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Lone Cedar Conservation Community (the “Original Declaration”) was recorded on August 1, 2023, as Entry No. 1344133 in the recorder’s office of Cache County, Utah; and

WHEREAS, the Original Declaration provides for its amendment when “executed and acknowledged by Owners of at least eighty-five percent (85%) of the number of Lots subject to the amendment”;<sup>1</sup> and

WHEREAS, at least eighty-five percent (85%) of the number of Lots subject to the amendment (i.e., twenty-two (22) Lots) as shown on the Plat is nineteen (19) Lots; and

WHEREAS, Owners of at least nineteen (19) Lots have executed this instrument;

THEREFORE, the Association hereby adopts this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lone Cedar Conservation Community which shall become effective as of the date of its recordation against the Property and all Lots therein

**ARTICLE 2 – DECLARATION**

Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms,

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<sup>1</sup> Orig. Decl., 13.2.1.

covenants, conditions, easements, and restrictions set forth herein:

- 2.1. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;
- 2.2. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,
- 2.3. shall inure to the benefit of, and be binding upon, Declarant, Declarant's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete the development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

### ARTICLE 3 – DEFINITIONS

All capitalized terms not otherwise defined in the text hereof are defined as follows.

“**Applicable Law**” and “**applicable law**” shall mean the Association Act, the Nonprofit Act, and all other federal, state, and local laws and ordinances.

“**Architectural Committee**” shall mean the committee created by the Declarant or an Association pursuant to Article 10 hereof.

“**Articles of Incorporation**” and “**Articles**” shall mean the articles of incorporation of the Association as they may be properly amended or restated from time to time, which are attached as **Exhibit C**.

“**Assessments**” shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

“**Association**” shall mean LONE CEDAR CONSERVATION COMMUNITY HOA, INC., a Utah non-profit corporation, and its successors and assigns, established by Declarant to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration.

“**Association Act**” shall mean the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as amended or restated from time to time.

**“Association Rules”** shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of the business of the Association.

**“Board of Directors”** and **“Board”** shall mean the board of directors or other governing body, as applicable, of the Association.

**“Building Lot”** shall mean Lot.

**“Bylaws”** shall mean the bylaws of the Association as they may be properly amended or restated from time to time, which are attached as **Exhibit D**.

**“Common Area”** shall mean all real property in which the Association holds an ownership interest, or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the Association and Owners therein, and shall include, without limitation, all such parcels and other portions of the Property that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement, license rights, and the like.

**“Declarant”** shall mean CIRCLE BAR S, LLC, a Utah limited liability company, and its successors in interest, or any Person to whom the rights under this Declaration are expressly transferred by Declarant or its successors.

**“Declarant Control Period”** shall mean the Declarant’s period of administrative control over the Association.

**“Declaration”** shall mean this instrument as it may be properly amended or restated from time to time.

**“Design Guidelines”** shall mean the construction guidelines approved by the Architectural Committee.

**“Director”** shall mean a member of the Board of Directors.

**“Good Standing”** shall mean: (a) free from any delinquent Assessments, fines, or other amounts owed to the Association; and (b) free from any unresolved violations of the Governing Documents for which written notice has been issued by the Association. An Owner is in Good Standing only if all of the Owner(s) and Resident(s) of the Owner’s Lot are in Good Standing and if the Owner’s Lot itself is in Good Standing.

**“Governing Documents”** shall mean the Association’s Declaration, Bylaws, and Plat; the Association’s Articles of Incorporation; any properly duly adopted Resolutions of the Board or membership of the Association; and any properly adopted Rules.

**“Improvement”** shall mean any structure, facility, system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

**“Landscape Easements”** shall mean any portion of a Building Lot located within the landscape easements designated on a Plat or in a Supplemental Declaration. Such Landscape Easements are in addition to the general landscape easement described herein.

**“Limited Assessment”** shall mean a charge against a particular Owner or such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement, and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement, or operation activities performed for any Common Area, or for the failure of an Owner to keep the Owner’s Building Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration, or for any goods or services provided by the Association benefiting less than all Owners.

**“Lot”** shall mean the one or more lots within the Tract(s) as specified or shown on the Plat and/or as described in a Supplemental Declaration, upon which Improvements may be constructed.

**“Manager”** shall mean any Person engaged by the Board to manage all or part of the Association. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

**“Member”** shall mean each Person holding a membership in the Association by virtue of being an Owner.

**“Nonprofit Act”** shall mean the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended or restated from time to time.

**“Officer”** shall mean an individual appointed as an officer of the Association by the Board in accordance with the Bylaws.

**“Owner”** shall mean the Person, including Declarant, holding a fee simple interest of record in a Building Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

**“Owner Representative”** shall mean a director, officer, member, manager, or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of Association notices, meetings, proxies, votes, and eligibility requirements described in Applicable Law and the Governing Documents.

**“Person”** and **“person”** shall mean any individual, partnership, corporation, or other legal entity.

“**Plat**” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Cache County, Utah, as the same may be amended by duly recorded amendments thereof, a copy of which is attached as **Exhibit B**.

“**Property**” shall mean the real property described in **Exhibit A**, including each Tract, Lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such Property, which are brought within the jurisdiction of the Association by Supplemental Declaration or otherwise. The Property also may include, at Declarant’s sole discretion, such additional property in addition to that described in **Exhibit A** as may be annexed by means of Supplemental Declaration as provided herein.

“**Regular Assessment**” shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of the Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

“**Resident**” shall mean any individual residing on a Lot, including without limitation Owners, tenants, family members of Owners or tenants, and their guests staying more than a week.

“**Rule**” shall mean, as defined in § 57-8a-102(25) of the Association Act, a policy, guideline, restriction, procedure, or regulation of the Association that governs the conduct of persons or the use, quality, type, design, or appearance of real property or personal property, and that is not set forth in the Declaration, Articles of Incorporation, Bylaws, or a contract or easement of the Association. Notwithstanding the foregoing, internal business operating procedures of the Board shall not be considered Rules.

“**Special Assessment**” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

“**Supplemental Declaration**” shall mean any supplemental declaration, including additional covenants, conditions, and restrictions, that might be adopted by the Declarant at its sole discretion with respect to any portion of the Property.

“**Tract**” shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by a Plat, this Declaration, or a recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots and may be managed to the extent permitted herein.

“**Waterway**” shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property, and which is included within or managed as Common Area. This definition shall not be construed as admitting or suggesting that a Waterway falls within the meaning of “Waters of the United States” as that term is defined or used by the federal government.

## ARTICLE 4 – USE LIMITATIONS & RESTRICTIONS

4.1. **Structures Generally.** All structures are to be designed, constructed, and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1. **Use and Size of Dwelling Structure.** All Lots within the Property shall be improved and used solely for single-family residential use. Phase III may be considered for higher density. All single-story slab-on-grade dwellings shall contain not less than 1,800 square feet above ground level of enclosed living space, exclusive of porches (open or covered), decks, and common garages. A single-story ( Rambler) with a basement shall be a minimum of 1,600 square feet above ground level with a total of at least 3,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, and common garages. All two-story dwellings without a basement shall contain not less than 2,700 square feet above ground level of enclosed living space, exclusive of all porches (open or covered), decks, and common garages. No dwelling greater than two stories in height (above ground) may be constructed on any Lot. Each dwelling shall have an enclosed garage suitable for parking a minimum of three (3) standard-size automobiles, and whose garage shall conform in design and materials with the main structure. A two-car garage may be approved by a variance request through the Architectural Committee.

4.1.2. **Building Materials.** The front exterior wall which faces the primary road of the respective Lot, excluding windows, doors, other openings, soffits, eaves, trim, and gables, shall be constructed of brick, rock, Hardie board, cultured stone, or stucco. The front of the dwelling must have a minimum of two differing materials. Only new building materials, except for used brick, shall be used for constructing any improvements. Exposed metal roof decks that reflect the light in a glaring manner such as galvanized steel sheets are prohibited. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on the exterior surfaces, other than surfaces of hardware fixtures, including but not limited to the exterior surfaces of any improvements.

4.1.3. **Architectural Committee Review.** No Improvements which will be visible above ground, or which will ultimately affect the visibility of any above ground Improvement, shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors -size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.4. **Setbacks and Height.** No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Declarant or applicable Architectural Committee, whichever is more restrictive.

4.1.5. **Accessory Structures.** Detached garages and shops shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Storage sheds that extend higher than five (5) feet above the finished graded surface of the Building Lot are permitted. Basketball courts, backboards, pools, tennis courts, pickle ball courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property.

4.1.6. **Driveways.** All access driveways shall have a wearing surface approved by the Architectural Committee of asphalt or concrete and shall be properly graded to assure proper drainage.

4.1.7. **Mailboxes.** All replacement mailboxes and stands will be of consistent design, material, and coloration and shall be located on or adjoining Building Lot lines at places designated by Declarant or the Architectural Committee. Mailboxes, as designated by the U.S. Postal Service, will consist of communal boxes located at/near the entrance of the subdivision. U.S.P.S. regulations for mailbox installation must be followed. Mailboxes at the front of each dwelling are no longer allowed.

4.1.8. **Fencing.** Fence designs shall not extend into any common green space within the Association. All fencing and boundary walls constructed on any Building Lot shall be as approved by the Architectural Committee. Fencing shall not be less than thirty-six (36) inches nor more than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. Certain entryway, corner, and view Building Lots as more particularly set forth in a Supplemental Declaration are restricted from fencing. All fences shall be constructed in a good and workmanlike manner and according to Hyde Park City regulations. Any deviation shall require a variance thru the Architectural Committee.

4.1.9. **Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Lighting for a Lot shall not directly shine on neighboring Lots.



4.2. **Antennae.** No Exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In addition, Ham Radio antennas shall not be allowed. In that event, the receiving device may be placed in a visible location as approved by the Declarant. Declarant may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than 3 feet in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roof line. No multi-channel, multi-point distribution service ("MMDS") antenna mast may exceed the height of one foot (1 ft) above the center ridge of the roof line. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 and rules and regulations promulgated thereunder, as same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating such act.

4.3. **Insurance Rates.** Nothing shall be done or kept on any Building Lot that will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4. **No Further Subdivision.** No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws. In the event that any Lot is subdivided, each new Lot created therefrom shall be subject to the Association and Governing Documents.

4.5. **Signs.** Except as otherwise allowed by the Association Act, no sign of any kind shall be displayed for public view without the approval of the Architectural Committee or Association, and the City if required, except:

- 4.5.1. such signs as may be used by Declarant in connection with the development of the Property and sale of Building Lots;
- 4.5.2. temporary signs naming the contractors, architects, and lending institutions;
- 4.5.3. such signs identifying the Association, or other informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and,
- 4.5.4. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Building Lot advertising its sale or lease.

All signage, including signage for the four exceptions listed above, must be done in accordance with the Association signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Hyde Park City Municipal Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes that have been approved by the Association), flashing lights, or searchlights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7. **Exterior Maintenance—Owner's Obligations.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

4.8. **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. An approved engineering re-design must accompany a submission request for alterations to any drainage, especially to any storm drainage system. Upon approval, engineering designs must meet City/State Codes. Hyde Park City is hereby granted easements over common areas for the purposes of maintaining stormwater retention without notice.

4.9. **Grading.** The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the Hyde Park City, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article 7 herein, as may be applicable.

4.10. **Water Supply Systems.** No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Declarant or affiliates of Declarant may use the water supply as deemed necessary for temporary or other irrigation purposes. Rainwater catchment storage of up to 2,500 gallons is permitted.

4.11. **No Hazardous Activities.** No activities shall be conducted on the Property and improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, no open fire shall be lighted or permitted except: in a barbeque grill; other contained units (while attended); within a safe and well-designed fireplace or fire pit.

4.12. **Unsightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No equipment, treat pumps, compressors, containers, lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.13. **No Temporary Structures.** No house trailer, mobile home (other than for short-term individual use which shall not exceed 96 hours unless approved by the Association), shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.14. **No un-screened Boats, Campers, and Other Vehicles.** Except for temporary loading and unloading, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired or unsightly vehicles, or similar equipment shall be placed long term (more than 6 months) upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure (*or fence*) concealing them from view in a manner approved by the Architectural Committee. No commercial vehicles larger than the standard one (1) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Property, except those used by a builder during construction of improvements or other contractors working on improvements on a Lot.

4.15. **Sewage Disposal Systems.** No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Hyde Park City Sewer System and pay all charges assessed therefor.

4.16. **No Mining or Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17. **Energy Devices Outside.** Except as otherwise allowed by the Association Act or other applicable law, no energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on the front portion of the Lot. This restriction shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18. **Vehicles.** The use of all vehicles, including, but not limited to, trucks, graders, tractors, wagons, automobiles, bicycles, trailers, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Association. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19. **Animals/Pets.** The keeping of animals and pets shall be in accordance with the regulatory ordinances of Cache County or Hyde Park City, as applicable, and other applicable laws and regulations. Every Owner shall erect appropriate fencing to confine all their pets within their Lot. The keeping of Service Animals or Emotional Support Animals (ESA) shall be in accordance with municipal, state, and federal ordinances, rules, regulations, and laws, including the Americans with Disability Act.

4.20. **Landscaping and Water Conservation.** The Owner of any Building Lot shall follow Hyde Park City Municipal Code 12.165 as it may be amended from time to time, obtain review and approval of the Architectural Committee, and meet the following additional requirements:

4.20.1. Lots shall be landscaped by their owner within thirty-six (36) months after issuance of the certificate of occupancy for the dwelling structure (subject to extension for delays caused by inclement weather, restrictions, and/or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use).

4.20.2. All exterior irrigation systems shall be constructed and operated using components labeled as WaterSense products under the U.S. Environmental Protection Agency's (EPA) WaterSense program, where such components include irrigation controllers, spray sprinklers bodies, and spray nozzels.

4.20.3. All plants, including trees, shrubs, and flowering plants, planted on all Lots and Common Area shall be listed on the Utah State University Water Wise Plant List or as otherwise specified in a Rule(s). Notwithstanding the foregoing plant restrictions, edible fruit-bearing trees and other edible plants, including vegetable-producing plants and the like, may be planted.

4.20.4. All grasses, including sod and grass seed, planted on all Lots and Common Area shall be Turfgrass Water Conservation Alliance ("TWCA") certified.

4.20.5. A secondary water metering device, such as a Flume 2 Smart Water Home Monitor or substantial equivalent as specified in a Rule(s), shall be installed and used on the customer side of each Lot's city water meter so as to continuously measure water that flows through the Lot's city water meter and that detects any leaks in that Lot's water system. One or more smart irrigation controller, such as specified in a Rule(s), shall be installed and used on each Lot so as to control all outside irrigation on the Lot. There shall be no water use restrictions by the Association Lots on that properly install and used such secondary water metering devices and smart irrigation controllers.

4.20.6. The Association and Lot Owners shall allow Utah State University (USU) to conduct a long-term water study of water usage in the Association and the Lots therein. The purpose of the study will be to determine the conservation effects of water-reducing measures on a large scale. The data gathered will be used to better understand and assess water conservation in our semi-arid desert climate; to understand any possible impacts on homeowners; and most importantly to build a foundation (database) for future conservation efforts regarding subdivisions in Northern Utah. The results to the Lot Owners may be a lower monthly water bill and healthier plants and lawns.

4.21. **Exemption of Declarant.** Nothing contained herein shall limit the right of Declarant during the Control Period to subdivide or re-subdivide any portion of the Property, to grant

licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Declarant or the Association, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales, lease, or otherwise. Declarant shall have the right at any time prior to the acquisition of title to a Building Lot by a purchaser from Declarant to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations, and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Office of the Cache County Recorder.

4.22. **Conveyances to/from Municipalities.** The Board shall have the power to convey any portion of the Common Area in the Association to the City, the County of Cache, the State of Utah, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other person, and to hold such property interest as Common Area.

4.23. **Hunting/Trapping/Firearms.** Hunting, trapping, and discharging of firearms are expressly prohibited within the Property.

4.24. **Dumping.** Dumping of ashes, trash, rubbish, sawdust, common garbage, landfill, solid waste, and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

4.25. **Site Lines.** No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner Lot in violation of applicable Hyde Park City Municipal Code (see 12.160.020) as such may be amended from time to time.

4.26. **General Maintenance of Lots.** Each Owner shall maintain and care for the dwelling, all Improvements, and all trees, foliage, plants, and lawns on such Owner's Lot and otherwise keep the Lot and all the Improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair shall include but is not be limited to: (a) the replacement of worn and/or rotted components; (b) the regular painting of all exterior painted surface; (c) the maintenance, repair, and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas, and other exterior portions of the Improvements sufficient to maintain an attractive appearance; (d) regular mowing and edging of lawn and grass areas on improved Lots and regular mowing of weeds and other vegetation on unimproved Lots; and (e) the keeping of unimproved lots in a reasonably safe and clean condition. Upon failure of any Owner to maintain

its Lot in the manner prescribed herein, the Association may, at its discretion and after ten (10) days written notice to such Owner to comply herewith, may enter upon the Owner's Lot and undertake to maintain and care for such Lot as required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse the Association for the actual cost of such work within (10) days of presentation of such statement.

4.27. **Surface Areas.** The surface easement areas for underground utility services may be used for planting shrubbery, trees, lawns, or flowers. However, neither Declarant, the Association, nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or any of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easements area.

4.28. **Business Activities.** No Lot or Improvement thereon shall be used for a business, professional, commercial, or manufacturing purpose of any kind for any length of time. No business activity shall be conducted on the Property that is not consistent with single-family residential purposes without written permission from the Association. Refer to Hyde Park City Ordinances for further clarification. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a dwelling as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a dwelling for quiet, inoffensive activities such as a home office, tutoring, or giving art or music lessons or the like so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' peaceful use and enjoyment of their dwellings and yards. Simply stated, businesses that are considered "work from home" and do not require business meetings or customers to be at the home are excluded from this restricted use.

4.29. **Rentals.** Nothing in this Declaration shall prevent the rental of any Property within the Property by the Owner thereof for residential purposes. Rentals shall be limited to long-term rentals only, meaning an initial term of 30 consecutive days or more. NO SHORT-TERM RENTALS, meaning an initial term of 30 consecutive days or less are allowed. Accessory Dwelling Units ("ADUs") as defined in applicable law are allowed if they comply with and are approved by the Architectural Committee and Hyde Park City.

4.30. **Construction in Place.** All dwellings and structures, except fencing, children's playhouses, and the like constructed within the Property, shall be built in place on the Lots. It is the intent of this Declaration that only new construction shall be placed and erected on the Property.

4.31. **Driveways.** All driveways must be at least fourteen (14) feet wide and constructed of concrete or asphalt.

4.32. **Compliance with the Restrictions.** Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the restrictions in this Declaration as the same may be amended from time to time. Failure to comply with any of the restrictions shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for not curing the same, actual and consequential damages, injunctive relief, or any combination thereof. The restrictions may be enforced by any Owner, the Association, the Declarant, or the city in which the Lot is located. In

such action, the parties agree to waive any bond required to be placed by the city where the Lot is located, or Declarant, or if such waiver is not allowed by the courts, to set the bond in an amount not exceeding \$1,000.00. Each Owner is strictly liable for the noncompliance of his or her family, occupants of its Lot, tenants, and the guests, invitees, and licensees.

## ARTICLE 5 – THE ASSOCIATION

5.1. **Organization of the Association.** The Association shall be organized as Lone Cedar Conservation Community HOA, Inc., a Utah nonprofit corporation, under the provisions of the Nonprofit Act, to which the Association is subject, and shall be charged with the duties and invested with the powers prescribed by the Nonprofit Act and set forth in the Governing Documents. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Declarant might adopt pertaining to the Association.

5.2. **Membership.** Each Owner of a Lot, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner, except Declarant, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of the Owner’s title, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3. **Contact Information.** Upon becoming an Owner or a Resident, and also upon the reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Lot by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing.

5.4. **Initial Regular Assessment.** Each Lot Owner shall pay the annual Regular Assessment of \$350 annually except if a Lot Owner purchased the Lot that year, then the fee shall be appropriately prorated. The Board may adjust the Regular Assessment as provided for herein .

5.5. **Voting.** For voting purposes, the Association shall have two (2) classes of Members as described below:

5.5.1. **Class A Members.** Class A Members shall be Owners, with the exception of the Declarant during the entire period when the Declarant is a Class B Member. Each Class A Member that is an Owner of a Lot shall be entitled to one (1) vote in that Lot. When more than one (1) Person owns a Lot, the vote for such Lot may be cast as its Owners shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded.

5.5.2. **Class B Member.** The sole Class B Member shall be the Declarant, which shall be entitled to ten (10) votes for each Lot owned or controlled by the Declarant. The Class B Member shall cease, and shall be automatically converted to, a Class A Member on the first to occur of the following events: (a) one (1) year after the conveyance to a new Class A Member of the last Dwelling owned or controlled by the Declarant; or (b) the day the Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association in accordance with § 57-8a-502 of the Association Act.

5.5.3. **One Vote per Lot.** Notwithstanding anything to the contrary, in the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves but in no event shall more than one (1) Class A vote be cast with respect to any Lot. A vote cast at any meeting or by written ballot by any one (1) of a Lot's Owners, whether cast in person or by proxy, shall be conclusively presumed to be the entire vote attributable to that Lot. If more than one (1) vote is cast for the Lot, then all such votes shall be disregarded completely.

5.6. **Board of Directors and Officers.** The affairs of the Association shall be conducted and managed by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Bylaws.

5.7. **Power and Duties of the Association.**

5.7.1. **Powers.** The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Utah subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under Utah law and under this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets (including but not limited to water rights if and when received from Declarant), affairs, and the performance of the other responsibilities herein assigned, including without limitation:

5.7.1.1. **Assessments.** The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.7.1.2. **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or Bylaws, including the Association rules adopted pursuant to this Declaration and the Bylaws, and to enforce by injunction or otherwise, all provisions thereof.

5.7.1.3. **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as Manager, and



to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by a Manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year and shall be subject to review by the Board upon termination of the Control Period.

5.7.1.4. **Association Rules.** The power to adopt, amend, and repeal by a majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that Association Rules shall apply equally to all Owners and shall not be inconsistent with applicable law, this Declaration, the Articles, or the Bylaws. A copy of the Association rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. In the event of any conflict between an Association rule and any provision of this Declaration, or the Articles or Bylaws, the Association rule shall be deemed to be superseded by this Declaration, the Articles, or the Bylaws to the extent of any such conflict.

5.7.1.5. **Emergency Powers.** The power, exercisable by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property, or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

5.7.1.6. **Licenses, Easements, and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

(a) Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

(b) Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby

expressly reserved to the Association.

5.7.2. **Duties.** In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.7.2.1. **Operation/Maintenance of Common Area.** Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas, including the repair and replacement of property damaged or destroyed by casualty loss.

5.7.2.2. **Reserve Account.** Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Utah, which reserve account, and the funds deposited therein, shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Area as provided in the Association Act.

5.7.2.3. **Maintenance of Berms/Retaining Walls/Fences.** Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.7.2.4. **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association provided, however, that such taxes and Assessments are paid or a bond ensuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the Association shall pay all other federal, state, and local taxes, including income and corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.7.2.5. **Water and Other Utilities.** Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas, and other necessary services for the Common Area and, for the benefit of the Property, manage all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.7.2.6. **Insurance Requirement.**

**NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER LOTS OR THE PERSONAL PROPERTY OR PERSONAL LIABILITY OF OWNERS, RESIDENTS, OR THEIR GUESTS AND**

**INVITEES, NOR SHALL THE ASSOCIATION BE LIABLE FOR SUCH.**

Obtain the following insurance coverages. For purposes of the Association Act, the term Lot as defined herein also means "detached dwelling" as that term is used in the Association Act.

(a) **Property Insurance.** The Association shall obtain and maintain in force a blanket policy of property insurance covering all Common Area and other portions of the Property, except the Lots which shall not be covered. Such property insurance shall insure against loss or damage by all perils normally covered by "special form" property coverage. The coverage limits under such property insurance shall not be less than one hundred percent (100%) of actual replacement cost, as determined using methods generally accepted in the insurance industry, of all property covered by such policy at the time the insurance is purchased and at each renewal date. The deductible for such property insurance shall not be more than \$1,000 (one thousand US Dollars).

(b) **Liability Insurance.** The Association shall obtain and maintain in force comprehensive general liability ("CGL") insurance insuring the Association against liability arising from the Common Area. The coverage limits under such liability insurance shall not be less than \$1,000,000 (one million US Dollars) covering all claims for death or bodily injury to any one individual or property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area. Such liability insurance shall include a Severability of Interest Endorsement or an equivalent provision that precludes the insurer from denying a claim because of the negligent acts of the Association or an Owner. The deductible for such CGL insurance shall not be more than \$1,000 (one thousand US Dollars).

(c) **Directors and Officers Insurance.** The Association shall obtain and maintain in force Directors and Officers ("D&O") liability insurance protecting the Association and its Directors, Officers, committee members, volunteers, employees, employees, and Manager against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). Such insurance shall include coverage for: (1) monetary and non-monetary claims; (2) claims made under any fair housing act and similar laws; (3) any form of discrimination or civil rights claims; and (4) defamation. The deductible for such D&O insurance shall not be more than \$1,000 (one thousand US Dollars).

(d) **Fidelity Insurance.** The Association shall obtain and maintain in force insurance covering the theft or embezzlement of its funds that shall provide coverage for: (1) an amount of not less than the sum of three months Regular Assessment income in addition to the prior calendar

year's highest monthly balance of all operating, reserve, and other accounts; and (2) theft or embezzlement of funds by the Association's Directors, Officers, committee members, volunteers, employees, and Manager and its employees.

(e) **Workers Compensation Insurance.** The Association shall obtain and maintain in force workers compensation insurance for its employees, if any, to the extent that such insurance is required by law.

(f) **Flood Insurance.** The Association may obtain flood insurance as the Board deems appropriate.

(g) **Earthquake Insurance.** The Association may obtain earthquake insurance as the Board deems appropriate.

(h) **Other Insurance.** The Association may obtain any other type of insurance as may be required by applicable law or as the Board deems appropriate.

(i) **Common Expenses.** Insurance premiums for the above insurance coverage shall be deemed a common expense to be paid from the Regular Assessments levied by the Association.

(j) **Homeowner Insurance. NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER THE LOTS, PERSONAL PROPERTY, OR PERSONAL LIABILITY OF OWNERS, RESIDENTS, OR THEIR GUESTS AND INVITEES, NOR SHALL THE ASSOCIATION BE LIABLE FOR SUCH. THE OWNER(S) OF EACH LOT SHALL OBTAIN AND MAINTAIN IN FORCE AT LEAST PROPERTY AND LIABILITY INSURANCE THAT COVERS THE LOT.**

5.7.2.7. **Rule Making.** Consistent with applicable law, this Declaration, the Articles, and the Bylaws, make, establish, promulgate, amend, and repeal such Association rules as the Board shall deem advisable.

5.7.2.8. **Architectural Committee.** Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.7.2.9. **Enforcement.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of this Declaration, the Articles, the Bylaws, and any Association rules including, without limitation, the recordation of any claim of lien with the Cache County Recorder, as more fully provided herein.

5.7.2.10. **Private Streets, Signs, and Lights.** Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Hyde Park consents in writing to such waiver.

5.8. **Personal Liability.** No Member of the Board, or member of any committee of the Association, any officer of the Association, the Declarant, or the Manager, if any, shall be

personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, representative or employee of the Association, Board, Manager, Declarant, Architectural Committee or any other committee of the Association, Owner, provided that such person, upon the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct. It is incumbent upon an Owner to determine whether a permit is required from Hyde Park City.

**5.9. Budgets and Financial Statements.** Financial statements of the Association shall be prepared regularly, and copies shall be available upon request to each Member of the Association (upon request) as follows:

5.9.1. Each calendar year, the Board shall establish a budget sufficient to cover all anticipated expenses for that calendar year.

5.9.2. The budget for each calendar year shall be provided to the Owners not less than sixty (60) days before the beginning of each calendar year.

5.9.3. Within ninety (90) days after the close of each calendar year, the Board shall cause to be prepared and available upon request to each Owner, a balance sheet as of the last day of the Association's prior calendar year and annual operating statements reflecting the income and expenditures of the Association for the prior calendar year.

**5.10. Meetings of Association.** Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

## **ARTICLE 6 – RIGHTS TO COMMON AREA**

**6.1. Use of Common Area.** Each Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to the Owner's Building Lot, subject to the following provisions:

6.1.1. The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management, and operation of improvements on the Common Area.

6.1.2. The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs, and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

6.1.3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4. The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas

as private street, cul-de-sacs, and walkways.

6.1.5. The right of the Association to protect wildlife habitat that is designated within the Association.

6.2. **Delegation of Right to Use.** Any Owner may delegate, in accordance with the Bylaws and Association rules, such Owner's right of enjoyment to the Common Area to the members of such Owner's family in residence (including the Owner) or to such Owner's tenants or contract purchasers who reside on such Owner's Building Lot.

6.3. **Damages.** Each Owner shall be liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE 7 – ASSESSMENTS

7.1. **Covenant to Pay Assessments.** By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and other proper charges made against such Owner or Lot pursuant to the provisions of this Declaration or other Governing Documents.

7.1.1. **Assessment Constitutes Lien.** Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2. **Assessment is Personal Obligation.** Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2. **Regular Assessments.** All Owners, including the Declarant, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1. **Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area or other property of the Association that must be replaced and maintained on a regular basis

as described in the Association Act (collectively "Expenses").

**7.2.2. Amount of Regular Assessment.** The amount of the Regular Assessment for any given calendar year shall be the total amount required for that year's operating budget, which shall be a sufficient amount to cover all of that year's Expenses, which shall include an amount for the reserve fund as determined by the most recent reserve study for a funding level of one hundred percent (100%). The amount of each year's Regular Assessment, and the monthly installment amount being levied against the Lots for that year, shall be provided to the Owners along with that year's budget.

**7.3. Special Assessments.**

**7.3.1. Purpose and Procedure.** In the event that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, insurance premiums or deductibles, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment in that amount. The Board shall, in its discretion, determine the payment schedule under which such Special Assessment will be paid by the Owners.

**7.4. Limited Assessments.** Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the Governing Documents, or for providing any goods or services benefiting less than all Members or Building Lots.

**7.5. Uniform Rate of Assessment.** Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association. That is, the total amount of an Assessment shall be evenly divided (rounded up to the nearest dollar) between all Lots.

**7.6. Assessment Period.** Each Regular Assessment period shall be the be the calendar year and shall be payable in equal monthly installments.

**7.7. Due Dates, Delinquency, Interest.** The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of an Assessment shall become delinquent if not paid by its due date. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment amount. In addition, each installment payment that is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to the date full payment is received by the Association. The Association may bring an action against a delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein and/or in the Association Act. Each Owner of a Lot is personally, and all Owners of the Lot are jointly and severally, liable for Assessments, together with all interest, costs, and attorney's fees with or without trial, and no Owner shall be may exempt from such liability by a waiver of the use and enjoyment of the Common Areas or otherwise, or by lease or abandonment of such Owners Building Lot.

7.8. **Estoppel Certificate.** The Association, upon at least twenty (20) days prior to written request, shall execute, acknowledge, and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9. **Reinvestment Fee Covenant.**

7.9.1. Upon conveyance of a Lot to a new Owner, including the first conveyance to the first Owner other than Declarant, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Lot with all its improvements, (the "Reinvestment Fee") shall be paid to the Association. The Reinvestment Fee shall be paid by the buyer of the Lot unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of assessments due and adjusted at settlement.

7.9.2. The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property (i.e., the Lot). The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas and facilities, and is required to benefit the Project. To the extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association.

7.9.3. Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund. The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding, conveyance of a Lot by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is a beneficiary, such as a living trust or irrevocable trust, shall not be subject to the Reinvestment Fee.

## **ARTICLE 8 – ENFORCEMENT OF ASSESSMENT; LIENS**

8.1. **Right to Enforce.** The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and further agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay the Association's administrative costs, court costs, and reasonable attorney's fees with or without trial in addition to any other relief or remedy awarded against such Owner. The Association or its agent may enforce the obligations of the Owners to pay such Assessments by commencement



and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided at the discretion of the Board.

## 8.2. **Assessment Liens.**

8.2.1. **Creation.** There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Cache County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2. **Claim of Lien.** Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Cache County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3. **Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Utah Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Utah as trustee for the purpose of conducting such power of sale or foreclosure.

8.4. **Required Notice.** Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Cache County Recorder.

8.5. **Subordination to Certain Trust Deeds.** The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. The sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

## ARTICLE 9 – ASSOCIATION RECORDS

9.1. **Member's Right of Inspection.** The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person, except Declarant, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2. **Director's Rights of Inspection.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE 10 – ARCHITECTURAL COMMITTEE

10.1. **Creation.** Within thirty (30) days of the date on which the Declarant first conveys a Building Lot to an Owner, the Declarant shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause. The Board shall serve as the Architectural Committee in the event that a separate Architectural Committee is not established or functioning.

10.2. **Review of Proposed Construction.** The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Utah, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee.

10.2.1. **Conditions on Approval.** The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.2.2. **Architectural Committee Rules and Fees.** The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Utah, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, fences, and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.2.3. **Detailed Plans.** The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.2.4. **Architectural Committee Decisions.** Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 10 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or 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 habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3. **Meetings of the Architectural Committee.** The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2)

members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.4. **No Waiver of Future Approvals.** The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.5. **Compensation of Members.** The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.6. **Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

10.6.1. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

10.6.2. Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.6.3. If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, 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 a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.7. **Non-Liability of Architectural Committee Members.** Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Declarant for any loss,

damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.8. **Variations.** The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Cache County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owner's obligation to comply with all laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.9. **Declarant's Exemption.** Any and all Improvements constructed by Declarant on or to the Property are not subject to review or approval by the Architectural Committee.

## ARTICLE 11 – ANNEXATION OF ADDITIONAL PROPERTIES

11.1. **By Declarant.** Declarant intends to develop the Property and other properties and may, in Declarant's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Declarant, its successors, or assigns, at any time, and from time to time, without the approval of any Owner or the Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2. **By Association.** Following the termination of Control Period, Tracts may be created by the Association upon the exercise by Members of at least two-thirds percent (2/3%) of the votes of the Association.

11.3. **Rights and Obligations of Owners of Annexed Tracts.** Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract, all provisions

contained in the Declaration shall apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes, and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes as a Tract as defined above. The Owners of lots located in the Tracts shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said Tracts shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions, and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

**11.4. Method of Annexation.** During the Control Period, the addition of a Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Declarant or the Owner thereof and which shall annex such property to the Property. Thereupon the Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Declarant or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Declarant or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association shall have the authority to levy the Assessments described herein against the Owners located within such Tract, and the Association shall have the duty to maintain additional Common Areas located within the Tract if so specified in any Supplemental Declaration or Plat related thereto.

**11.5. De-annexation.** During the Control Period, Declarant may delete all or a portion of the Property, including previously annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Declarant is the owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Cache County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of a Tract except after the Control Period and on the favorable vote of seventy-five percent (75%) of the Association's voting rights.

## **ARTICLE 12 – EASEMENTS**

**12.1. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed, or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then

repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

**12.2. Easements of Access.** All Owners of Building Lots will have a perpetual easement for access, ingress, and egress over the Common Area, including but not limited to the private streets, cul-de-sacs, and walkways. Such easements shall run with the land, and may be used by Declarant, and by all Owners, their guests, tenants, and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Building Lot of Common Area.

**12.3. Drainage and Utility Easements.** Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

**12.3.1. Improvement of Drainage and Utility Easement Areas.** The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Declarant, Association or designated entity with regard to the Landscaping Easement described in this Article 12, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

**12.4. Rights and Duties Concerning Utility Easements.** The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

**12.4.1.** Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have

their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2. Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5. **Disputes as to Sharing of Costs.** In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.6. **General Landscape Easement.** An easement is hereby reserved to each appropriate Association, its contractors, and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.7. **Waterway Easements.** Declarant hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps, and other related equipment over, across, and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Declarant on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Declarant reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient, or desirable, provided, however, that nothing herein shall reserve unto Declarant the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Declarant take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.8. **Sewer Covenants and Restrictions.** All Building Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

12.8.1. A monthly sewer charge must be paid after connecting to the Hyde Park City public sewer system, according to the ordinances and laws of Hyde Park City.

12.8.2. The Owner of the Building Lot shall submit to city inspection, and all other applicable city ordinances shall be complied with, whenever a Building Lot is to be connected to the city's sewage system or to other public utilities.

12.8.3. The Declarant shall, during the Control Period, have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This



covenant shall run with the land.

12.9. **Specific Landscape Easement.** Declarant hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

## ARTICLE 13 – MISCELLANEOUS

13.1. **Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run with the land. The Association shall not be dissolved without the prior written approval of the City of Hyde Park, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from the dissolution and applicable city and county governmental requirements.

13.2. **Amendment.**

13.2.1. This Declaration may be amended by the approval of at least sixty-seven percent (67%) of the Owners in Good Standing. Such approval to amend this Declaration shall be obtained via action by written ballot in accordance with the Association Act. Any Director may execute, certify, and record a properly approved amendment or restatement of this Declaration. Any such amendment or restatement shall be prepared at the request of the Board by an attorney at law licensed by the State of Utah. Such amendment or restatement shall be effective as of the date it is recorded in the Cache County recorder's office.

13.2.2. **Effect of Amendment.** Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Lots notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

13.3. **Notices.** Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to the address provided to the Association or, if none, to the address of the Lot's owner as found in county records.

13.4. **Enforcement and Non-Waive**

13.4.1. **Right of Enforcement.** Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof. This Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct any altered drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales,

and leasing anywhere within the Property, or to allow its designees to do any of the foregoing. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or home builders who purchase lots from Declarant) upon any lot within the Property.

**13.4.2. Violations and Nuisances.** The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Governing Documents, is hereby declared a nuisance and will give rise to enforcement and/or a cause of action in the Declarant or the Association for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof but only if such self-help is preceded by reasonable notice to the Owner.

**13.4.3. Violation of Law.** Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Association is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

**13.4.4. Remedies Cumulative.** Each remedy provided herein is cumulative and not exclusive.

**13.4.5. Non-Waiver.** The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

**13.5. Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Utah.

**13.5.1. Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

**13.5.2. Restrictions Severable.** Notwithstanding the provisions of the foregoing paragraph, 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 herein.

**13.5.3. Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

**13.5.4. Captions.** All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

**13.6. Successors and Assigns.** All references herein to Declarant, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Declarant, Owners, Association, or person.

## ARTICLE 14 – DECLARANT RIGHTS

14.1. **Declarant Control Period.** Except as otherwise provided in this Declaration, the Control Period shall continue until the first of the following events occurs: (1) one (1) year after the date of conveyance of the last Lot to a new Owner; or (2) the day the Declarant, after giving written notice to the Members, records an instrument voluntarily surrendering all rights to control the activities of the Association pursuant to § 57-8a-502 of the Association Act as it may be amended from time to time. To the extent not prohibited by law and notwithstanding anything to the contrary in the Governing Documents, during the Control Period the following provisions shall control:

14.1.1. **No Meetings of Members.** The various requirements in the Governing Documents regarding meetings of Members, including annual, special, and other meetings of Members, shall not apply; notwithstanding, the Declarant may hold such meetings at its sole discretion and, with regarding Association, the Declarant may act without a meeting of Members at its sole discretion.

14.1.2. **No Action by Written Ballot.** No action by written ballot may be taken by the Members; notwithstanding, the Declarant may facilitate such an action at its sole discretion.

14.1.3. **Declarant Control of the Board.** The members of the Board of Directors and their eligibility, terms, powers, and duties may be appointed, removed, determined, and modified by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Board and its individual Directors.

14.1.4. **No Board Meetings.** Meetings of the Board, if any, may only be called by the Declarant at its sole discretion, and the Declarant may take any action without a Board meeting at its sole discretion.

14.1.5. **No Officers.** The various requirements in the Governing Documents regarding Officers shall not apply; The Officers and their eligibility, terms, powers, and duties may be appointed, removed, determined, and modified by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Officers.

14.1.6. **Rules Determined by Declarant.**

14.1.6.1. Pursuant to § 57-8a-217 of the Association Act as it may be amended from time to time, the Declarant hereby reserves the right to, and hereby does, exempt the Declarant from the Rules and the rulemaking procedures in the Association Act and the Governing Documents.

14.1.6.2. Only the Declarant may adopt, amend, modify, cancel, limit, create exceptions to, expand, and enforce Rules at its sole discretion.

14.1.7. **Architectural Control.**

14.1.7.1. The Declarant shall not be subject to or limited by the Architectural Committee or any architectural control provisions in the Governing Documents.

14.1.7.2. The members of the Architectural Committee and their eligibility, terms, powers, and duties may be appointed, removed, determined, and modified

by the Declarant at its sole discretion, and the Declarant may exclusively exercise all powers and duties of the Architectural Committee. The Declarant may hold meetings of the Architectural Committee at its sole discretion. Regarding architectural control, the Declarant may act without a meeting of the Architectural Committee at its sole discretion.

14.1.8. **Use Limitations & Restrictions.** The Declarant shall not be subject to or limited by any of the use limitations and restrictions or architectural control provisions provided in this Declaration or any of the other Governing Documents.

14.1.9. **Amendment by Declarant.** Only the Declarant may amend, restate, or record this Declaration and any Supplemental Declaration at its sole discretion.

**IN WITNESS WHEREOF**, the undersigned Director of the Association certifies that Lot Owners constituting at least eighty-five percent (85%) (nineteen (19) Lots) of the number of Lots subject to the Original Declaration (twenty-two (22) Lots) have executed and acknowledged this instrument below, and that the Association has thereby adopted the same.

**THE ASSOCIATION:**

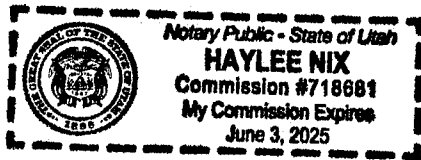
LONE CEDAR CONSERVATION COMMUNITY HOA, INC.

Signed: Rob Jess  
Rob Jess, Director

State of Utah )  
                          ) ss.  
County of         )

On the 25 day of September, in the year 2023, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is a Director of the Lone Cedar Conservation Community HOA (the "Association"), did certify that s/he is authorized by the Association to execute this instrument, and that the Association did thereby execute the same.

(Seal)



NOTARY PUBLIC SIGNATURE Haylee Nix

**[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]**

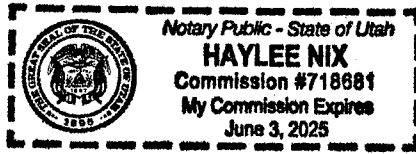
Owner of Lots 101-103, 106-112, 114, 115, 118-122 (17 Lots):

Signed: Stephen W. Thurston  
Stephen W. Thurston, Trustee of  
Stephen W. Thurston Revocable Trust, Manager of  
Circle Bar S, LLC, a Utah limited liability corporation, Owner of 17 Lots listed above.

State of Utah )  
 ) ss.  
County of )

On the 20 day of September, in the year 2023, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is authorized to execute this instrument as a Trustee of the Stephen W. Thurston Revocable Trust which is an authorized Manager of Circle Bar S, LLC, and did sign this instrument while acting in that capacity on behalf of Circle Bar S, LLC, the Owner of the 17 Lots listed above.

(Seal)



[Signature]  
NOTARY PUBLIC SIGNATURE

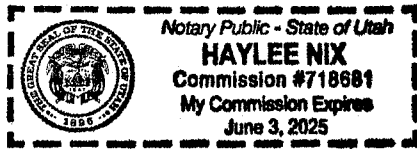
Owner of Lot 104:

Signed: Pamela Morrill  
Pamela Morrill

State of Utah )  
 ) ss.  
County of )

On the 26 day of September, in the year 2023, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is an Owner of the above listed Lot, and did execute this instrument of his/her own free will as the Owner of the listed above Lot.

(Seal)



[Signature]  
NOTARY PUBLIC SIGNATURE

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

Owner of Lot 105:

Signed: \_\_\_\_\_  
Karl Jepson

State of Utah        )  
                          ) SS.  
County of            )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is an Owner of the above listed Lot, and did execute this instrument of his/her own free will as the Owner of the listed above Lot.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

Owner of Lot 113:

Signed: \_\_\_\_\_  
Christian Hansen

State of Utah        )  
                          ) SS.  
County of            )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is an Owner of the above listed Lot, and did execute this instrument of his/her own free will as the Owner of the listed above Lot.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

**[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]**

Owner of Lot 116:

Signed: \_\_\_\_\_  
Evan Wahlstrom

State of Utah )  
 ) SS.  
County of )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is an Owner of the above listed Lot, and did execute this instrument of his/her own free will as the Owner of the listed above Lot.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

Owner of Lot 117:

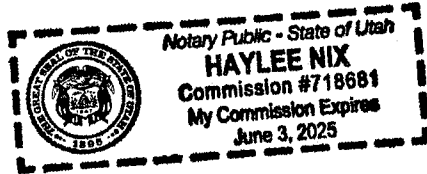
Signed: [Signature]  
Ben Jensen

Signed: [Signature]  
Jennifer Jensen

State of Utah )  
 ) SS.  
County of )

On the 26 day of September, in the year 2023, the above-named individual(s), proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state stated that s/he is an Owner of the above listed Lot, and did execute this instrument of his/her own free will as the Owner of the listed above Lot.

(Seal)



\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

[END OF SIGNATURE BLOCKS]

**EXHIBIT A****Phase 1 Legal Description**

THE FOLLOWING REAL PROPERTY SITUATED IN CACHE COUNTY, STATE OF UTAH:  
A PORTION OF THE NW1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LONE CEDAR SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS ENTRY NO. 1342467 IN BOOK 2023 OF PLATS AT PAGE 3746 WITH THE CACHE COUNTY RECORDER, STATE OF UTAH INCLUDING BUT NOT LIMITED TO LOTS 101-122, AND OPEN SPACE 1, WHICH OPEN SPACE 1 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NW1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SUBDIVISION, LOCATED N0°07'42"W ALONG THE SECTION LINE 50.67 FEET AND EAST 78.74 FEET FROM THE WEST 1/4 CORNER OF SECTION 12, T12N, R1E, SLB&M; THENCE ALONG SAID LOT THE FOLLOWING 13 (THIRTEEN) COURSES AND DISTANCES: N3°58'17"W 14.57 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N0°35'51"E) TO THE RIGHT 12.33 FEET THROUGH A CENTRAL ANGLE OF 47°06'14" (CHORD: N65°51'02"W 11.99 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 30.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N80°30'32"E) TO THE RIGHT 2.48 FEET THROUGH A CENTRAL ANGLE OF 4°44'16" (CHORD: N7°07'20"W 2.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 333.00 FOOT RADIUS CURVE TO THE LEFT 46.97 FEET THROUGH A CENTRAL ANGLE OF 8°04'53" (CHORD: N8°47'38"W 46.93 FEET); THENCE N5°11'03"W 35.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 333.00 FEET RADIUS CURVE TO THE LEFT 21.32 FEET THROUGH A CENTRAL ANGLE OF 3°40'05" (CHORD: N7°01'06"W 21.32 FEET); THENCE N74°44'03"E 97.51 FEET; THENCE N77°51'27"E 310.10 FEET; THENCE S24°13'24"E 53.23 FEET; THENCE S59°36'49"W 238.70 FEET; THENCE ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT 169.82 FEET THROUGH A CENTRAL ANGLE OF 20°50'06" (CHORD: S70°01'52"W 168.89 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT 28.51 FEET THROUGH A CENTRAL ANGLE OF 54°27'30" (CHORD: N72°19'20"W 27.45 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 67.50 FOOT RADIUS CURVE TO THE LEFT 4.13 FEET THROUGH A CENTRAL ANGLE OF 3°30'34" (CHORD: N46°50'52"W 4.13 FEET TO THE POINT OF BEGINNING; and...

TOGETHER WITH: Beginning at the Northwest corner of parcel 19-030-0096 deeded to Hyde Park City by WD #1337875, said point being described as: A part of the Northwest Quarter of Section 12, Township 12 North, Range 1 East of the Salt Lake Base and Meridian more particularly described as follows: Beginning at a point on the East right of way line of 1000 East Street in Hyde Park City located S89°24'33"E 82.23 feet from the railroad spike monumenting the West Quarter corner of said Section 12 from which the aluminum cap monumenting the Northwest Corner of said Section 12 bears S00°08'02"E, a distance of 2,645.51 feet, thence N04°07'53"W along said right of way 43.30 feet to the true point of beginning, continuing thence North 04°07'53" West to the South line of Lone Cedar Subdivision Phase 1, thence Southeasterly along said South line to the North line of said Hyde Park City parcel, thence Northwesterly along said parcel to the point of beginning. CONT 0.01 +/-ACRES; and

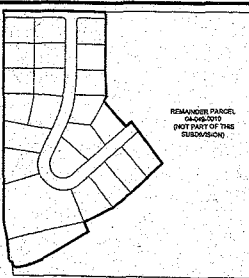
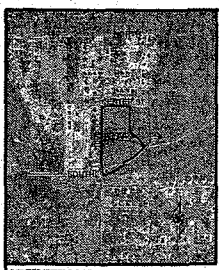
THE ABOVE INCLUDING: Lots 101-122, also known as parcel nos. 04-296-0101 – 0122, and also including parcel nos. 04-269-8001 and 04-049-0021.



**EXHIBIT B**  
Phase 1 Plat

A true and complete copy of the plat entitled "Final Plat of Lone Cedar Subdivision Phase 1" that was recorded as entry no. 1342467 on June 28, 2023, in the Cache County, Utah, recorder's office is attached following this page.

2023-3746



### FINAL PLAT OF LONE CEDAR SUBDIVISION PHASE 1

LOCATED IN THE NW1/4 OF SECTION 12, T12N, R1E, S.L.B.M. HYDE PARK, UTAH



- NOTES:**
- AS REBAR & CAP TO BE SET AT ALL BOUNDARY & REAR LOT CORNERS. CURB RISES TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
  - LOTS 115-122 MAY CONTAIN SENSITIVE LAND & SLOPES IN EXCESS OF 20%. A SLOPE ANALYSIS PERFORMED BY A PROFESSIONAL ENGINEER IS REQUIRED.
  - OPEN SPACE IS A NON-BUILDABLE OPEN SPACE PARCEL HEREBY DEDICATED TO AND MAINTAINED BY LONE CEDAR HOMEOWNERS ASSOCIATION.

CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	64°39'06"	22.05	N47°19'20"W 20.12
C2	323.00	1°24'58"	66.35	N10°53'32"W 66.24
C3	287.00	1°28'19"	76.76	N8°21'32"W 78.50
C4	487.00	2°05'08"	189.82	S70°01'32"W 168.89
C5	30.00	64°27'30"	28.81	N72°19'20"W 27.45
C6	87.50	3°30'34"	4.13	N46°50'52"W 4.13
C7	150.00	5°14'34"	54.00	S61°23'34"W 53.61
C8	130.00	8°59'43"	104.78	N65°49'08"W 177.66
C9	130.00	15°09'33"	254.03	S52°27'32"E 254.13
C10	130.00	4°23'22"	105.35	N23°15'45"E 102.46
C11	100.00	15°40'52"	272.33	S52°27'32"E 272.33
C12	70.00	15°40'52"	190.63	S52°27'32"E 186.90
C13	630.00	3°02'21"	36.72	S23°53'22"W 36.71
C14	630.00	1°14'46"	145.65	S12°53'52"W 143.32
C15	630.00	2°27'41"	279.96	S12°49'43"W 277.67
C16	630.00	8°32'35"	97.60	S12°49'43"W 97.50
C17	600.00	2°27'41"	266.63	S12°49'43"W 264.44
C18	570.00	14°43'38"	146.68	N18°11'16"E 146.17
C19	570.00	2°27'41"	253.30	S12°49'43"W 251.22
C20	570.00	10°49'39"	106.62	N12°29'26"E 106.47
C21	15.00	8°59'43"	22.54	S42°22'37"W 20.18
C22	15.00	3°02'21"	37.37	S44°19'32"E 31.22
C23	15.00	6°21'21"	23.66	S42°02'28"W 21.18
C24	11.00	5°53'17"	11.50	N23°57'16"E 10.98
C25	67.00	2°59'33"	146.80	S37°44'07"E 79.45
C26	11.00	5°53'10"	11.11	S81°40'00"W 10.65
C27	33.00	7°44'53"	45.03	S12°43'58"E 45.00
C28	33.00	3°40'05"	21.32	N70°00"W 21.32
C29	33.00	9°50'53"	46.97	N8°43'38"W 46.93
C30	15.00	3°06'32"	9.72	S23°42'59"E 9.55
C31	30.00	4°44'10"	2.48	N7°07'20"W 2.48
C32	15.00	4°08'14"	12.33	N65°11'02"W 11.99

**SURVEYOR'S CERTIFICATE**

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12666453-2281 IN ACCORDANCE WITH TITLE 48, CHAPTER 23 OF UTAH STATE CODE. I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-21-17 OF SAID CODE, AND HAVE ALSO SURVEYED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

*Curtis Bown*  
CURTIS BOWN  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 12666453-2281

JUNE 22, 2023  
DATE

**BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 12, Township 12 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the east line of said Road Property described in Deed Book 1926 Page 22 of the Official Records of Cache County, located N9°07'42"W along the Section line 50.67 feet and East 78.74 feet from the West 1/4 Corner of Section 12, T12N, R1E, S.L.B.M.; thence South 88°58'00" West the following 6 (600) common and distances: N0°56'17"W 14.57 feet, thence Northwesterly along the arc of a 15.00 foot radius curve (radius bears N0°53'32" by the right 22.65 feet through a central angle of 84°13'06" (chord: N47°19'20" 20.12 feet); thence N47°19'20" W 20.12 feet; thence along the arc of a 33.00 foot radius curve to the left 66.24 feet through a central angle of 1°24'58" (chord: N10°53'32" 66.24 feet); thence N8°21'32" W 78.50 feet; thence along the arc of a 267.00 foot radius curve to the right 168.89 feet through a central angle of 1°28'19" (chord: N8°21'32" 78.50 feet); thence S70°01'32" W 168.89 feet; thence along the arc of a 487.00 foot radius curve to the right 189.82 feet through a central angle of 2°05'08" (chord: S70°01'32" 168.89 feet); thence N72°19'20" W 27.45 feet; thence S46°50'52" W 4.13 feet; thence S61°23'34" W 53.61 feet; thence N65°49'08" W 177.66 feet; thence S52°27'32" E 254.13 feet; thence N23°15'45" E 102.46 feet; thence S52°27'32" E 272.33 feet; thence S52°27'32" E 186.90 feet; thence S23°53'22" W 36.71 feet; thence S12°53'52" W 143.32 feet; thence S12°49'43" W 277.67 feet; thence S12°49'43" W 97.50 feet; thence S12°49'43" W 264.44 feet; thence N18°11'16" E 146.17 feet; thence S12°49'43" W 251.22 feet; thence N12°29'26" E 106.47 feet; thence S42°22'37" W 20.18 feet; thence S44°19'32" E 31.22 feet; thence S42°02'28" W 21.18 feet; thence N23°57'16" E 10.98 feet; thence S37°44'07" E 79.45 feet; thence S81°40'00" W 10.65 feet; thence S12°43'58" E 45.00 feet; thence N70°00" W 21.32 feet; thence N8°43'38" W 46.93 feet; thence S23°42'59" E 9.55 feet; thence N7°07'20" W 2.48 feet; thence N65°11'02" W 11.99 feet; thence S81°40'00" W 10.65 feet to the point of beginning.

Contains: 16,300 sq. acres

**OWNER'S DEDICATION**

I, CURTIS BOWN, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY AND ALL EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES DEDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 22 DAY OF June 2023.

*Curtis Bown* (SIGNATURE)  
BY: *Tom S. Thustevick* (PRINTED NAME)

**LONE CEDAR SUBDIVISION PHASE 1**

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY AND ALL EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES DEDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 22 DAY OF June 2023.

*Tom S. Thustevick* (SIGNATURE)  
BY: *Tom S. Thustevick* (PRINTED NAME)

**CORPORATE ACKNOWLEDGMENT**

ON THIS 22 DAY OF JUNE 2023, I, CURTIS BOWN, PERSONALLY APPEARED BEFORE ME, *Tom S. Thustevick*, a Notary Public in and for the State of Utah, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN-TO, DID SAY THAT HE/HE/SHE IS THE LEGAL REPRESENTATIVE OF LONE CEDAR SUBDIVISION PHASE 1, AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID LIMITED LIABILITY CORPORATION ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: *June 3, 2025*

*Curtis Bown* (SIGNATURE)  
NOTARY PUBLIC (SIGNATURE)  
RESIDING IN *Cache* COUNTY

**PLANNING AND ZONING CERTIFICATE OF APPROVAL**

THIS PLAT HAS BEEN REVIEWED AND APPROVED BY THE HYDE PARK CITY PLANNING AND ZONING COMMISSION.

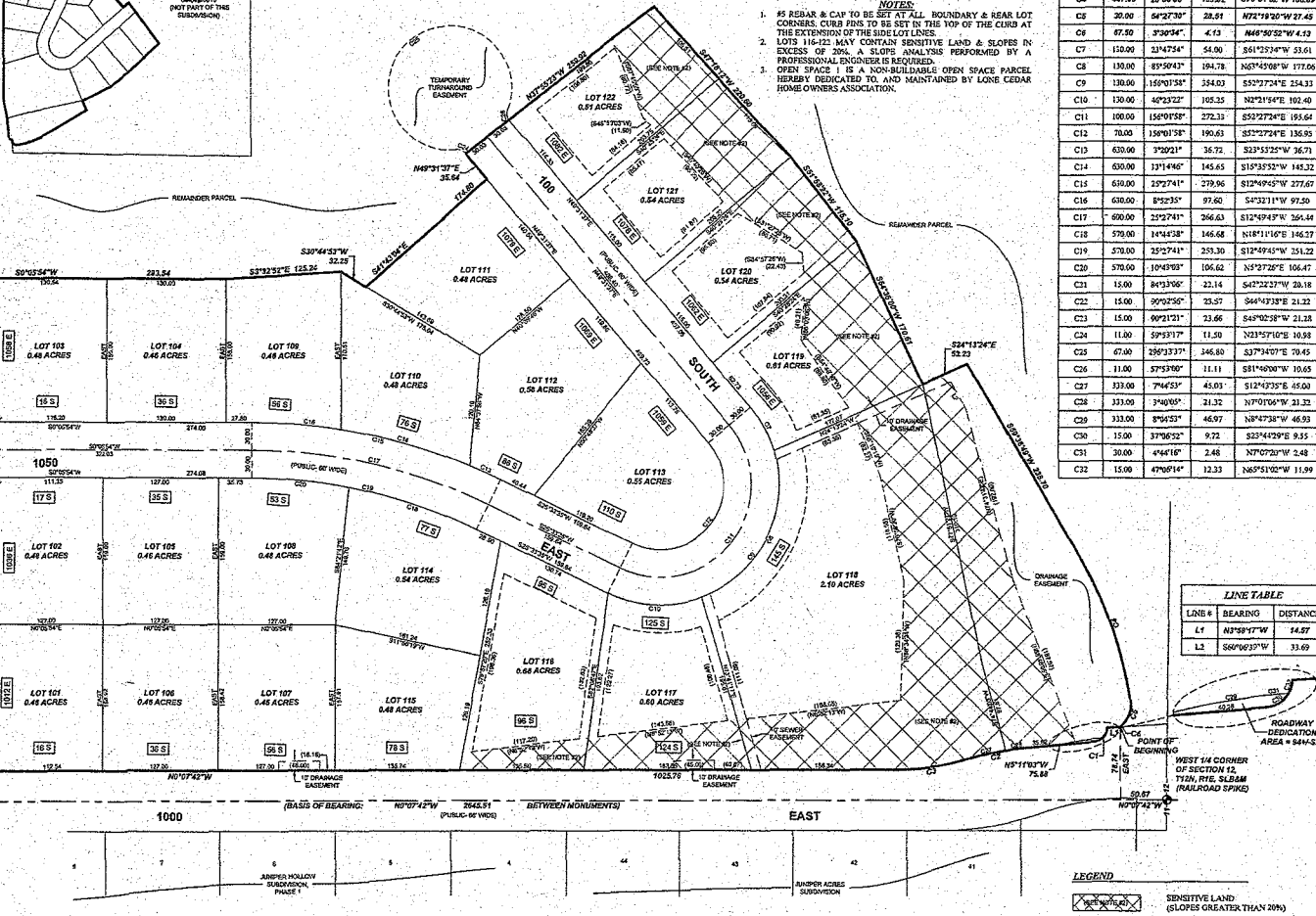
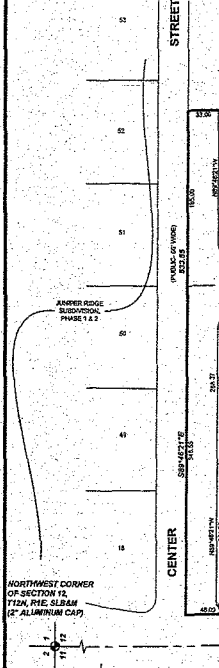
CHAIRPERSON: \_\_\_\_\_ DATE: \_\_\_\_\_

**FINAL PLAT OF LONE CEDAR SUBDIVISION PHASE 1**

LOCATED IN THE NW1/4 OF SECTION 12, T12N, R1E, S.L.B.M. HYDE PARK, UTAH

RECORDED # *1347242*  
STATE OF UTAH COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF *Tom S. Thustevick*  
DATE: *28 Jun 2023* TIME: *3:25 PM* BOOK: *7022* PAGE: *3747*  
\$ *54.00*  
FILE # \_\_\_\_\_

VICINITY MAP N1S



**LINE TABLE**

LINE #	BEARING	DISTANCE
L1	N3°58'17"W	14.87
L2	S67°00'57"W	33.69

**LEGEND**

SENSITIVE LAND (SLOPES GREATER THAN 20%)

**CITY ATTORNEY'S CERTIFICATE OF APPROVAL**

I HAVE REVIEWED THIS PLAT AND APPROVE IT FOR ACCEPTANCE BY HYDE PARK CITY.

*Radha* (SIGNATURE)  
CITY ATTORNEY

**CITY COUNCIL'S CERTIFICATE OF APPROVAL**

THE ABOVE PLAT IS HEREBY APPROVED AND ACCEPTED BY THE HYDE PARK CITY COUNCIL ON THIS 22 DAY OF June 2023.

*Tom S. Thustevick* (SIGNATURE)  
MAYOR

**CITY ENGINEER'S CERTIFICATE OF APPROVAL**

I HEREBY APPROVE THE ABOVE PLAT HAVING REVIEWED IT FOR CONFORMANCE WITH STANDARD ENGINEERING PRACTICE AND HYDE PARK CITY'S DIVISION ORDINANCE.

*Tom S. Thustevick* (SIGNATURE)  
CITY ENGINEER

**ciulsolutionsgroup inc.**

CACHE VALLEY | P: 435.213.3762  
SALT LAKE | P: 801.216.3192  
UTAH VALLEY | P: 801.874.1432  
info@ciulsolutionsgroup.net  
www.ciulsolutionsgroup.net

UTILITY COMPANIES	DATE	APPROVAL	DATE
DOMINION ENERGY	6-23-23	ROCKY MOUNTAIN POWER	6-23-23
CONCAST CABLE	6-23-23	CENTURYLINK COMMUNICATIONS	

**ROCKY MOUNTAIN POWER**

1. PURSUANT TO UTAH CODE ANN. § 54-27 THIS PLAT CONVEYS TO THE OWNERS OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 54-46(4)(b) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

(1) A RECORDED EASEMENT OR RIGHT OF WAY  
(2) THE LAW APPLICABLE TO PREScriptive RIGHTS  
(3) TITLE 48, CHAPTER 23, DAMAGE TO UNDERGROUND FACILITIES OR  
(4) ANY OTHER PROVISION OF LAW.

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.

QUESTAR GAS COMPANY, AN DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET FORTH IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8576.

**EXHIBIT C**  
Articles of Incorporation

A true and complete copy of the ARTICLES OF INCORPORATION (NONPROFIT) of LONE CEDAR CONSERVATION COMMUNITY HOA, INC. as filed on June 23, 2023, in the Utah Division of Corporations & Commercial Code is attached following this page.

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 22 day of June, 2023  
in this office of this Division and hereby issued  
this Certificate thereof.

RECEIVED  
JUN 23 2023



Examiner CV Date 6/20/2023

State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code  
**ARTICLES OF INCORPORATION (NONPROFIT)**

Utah Div. of Corp. & Comm. Code

Non-Refundable Processing Fee: \$30.00

1. **Name of Corporation:** LONE CEDAR CONSERVATION COMMUNITY HOA, INC.

2. **Purpose:** The nonprofit corporation is organized and is to be operated exclusively for exempt purposes set forth in I.R.C. § 528, or corresponding section of any future federal tax code. No part of the net earnings of such entity shall inure to the benefit of any private shareholder or individual. Subject to the foregoing, the purposes for which the Corporation is organized and will be operated are as follows:

A. The exercise of all the powers and privileges and the performance of all the duties and obligations of the Corporation as set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE CEDAR CONSERVATION COMMUNITY, to be hereafter recorded, in the official records of Cache County, Utah (the "Declaration"), as amended from time to time.

B. The transaction of any or all lawful business for which corporations may be incorporated under the Utah Nonprofit Corporation Act, subject only to limitations in the Bylaws and the Declaration and the amendments and supplements thereto.

C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

3. **Commercial Registered Agent:** ROCKY MOUNTAIN CORPORATE SERVICES, LLC

4. **Name, Signature, and Address of Incorporator:** ROCKY MOUNTAIN CORPORATE SERVICES, LLC, 595 S. RIVERWOODS PKWY, STE 100, LOGAN, UT 84321

Signature: [Signature] Date: 6/17/2023

5. **Voting Members:** The nonprofit corporation WILL have voting members. Membership and Voting Rights are as provided in the Declaration.

6. **Shares:** The nonprofit corporation WILL NOT issue shares evidencing membership or interests in water or other property rights.

6/23/2023 8:40 AM

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**7. Assets:** Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of I.R.C. § 528, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

**8. Principal Address:** 40 W CACHE VALLEY BLVD, #5A, LOGAN, UT 84341. The Principal Address may be changed from time to time by the Board of Directors.

**9. Name and Address of Directors:**

- A. Jake Thurston, 40 W CACHE VALLEY BLVD, #5A, LOGAN, UT 84341
- B. Robert Jess, 40 W CACHE VALLEY BLVD, #5A, LOGAN, UT 84341
- C. Dakota Bodily, 40 W CACHE VALLEY BLVD, #5A, LOGAN, UT 84341

**EXHIBIT D**

**Bylaws**

A true and complete copy of the BYLAWS OF LONE CEDAR CONSERVATION COMMUNITY HOA, INC. as originally recorded as EXHIBIT D of the Original Declaration that was recorded as entry no. 1344133 on August 1, 2023, in the Cache County, Utah, recorder's office is attached following this page.

**BYLAWS  
OF  
LONE CEDAR CONSERVATION COMMUNITY HOA, INC.**

**ARTICLE 1 - GENERAL PLAN OF OWNERSHIP**

**1.1 Name.** The name of the corporation is the LONE CEDAR CONSERVATION COMMUNITY HOA, INC. (the "Corporation"). The principal office of the Corporation shall be located at 40 W CACHE VALLEY BLVD #5A, LOGAN, UT 84341.

**1.2 Bylaws Applicability.** The provisions of these Bylaws of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC. ("Bylaws") are applicable to the Community as designated as such in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE CEDAR CONSERVATION COMMUNITY, recorded with the Cache County Recorder, Utah, concurrently herewith (the "Declaration").

**1.3 Personal Application.** All present and future Owners in the Community, any other person that might use the property or facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws and the Declaration. The mere acquisition of any Unit within the Community or the mere act of occupancy of any Unit within the Community will signify that these Bylaws are accepted, ratified, and will be complied with.

**ARTICLE 2 - VOTING, QUORUM, PROXIES**

**2.1 Voting.** In accordance with the Articles and the Declaration, each Member shall be entitled to the number of votes allocated to each Member's Unit, as such number is set forth in the Declaration.

**2.2 Quorum.** Except as otherwise provided in these Bylaws, the Articles or the Declaration, the presence in person or by proxy of Members representing more than fifty percent (50%) of the total votes of the Corporation shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than twenty percent (20%) of the total voting power of the Corporation shall constitute a quorum.

**2.3 Proxies.** Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Corporation's secretary before the commencement of the first meeting in which the proxy holder is entitled to attend. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

**ARTICLE 3 - ADMINISTRATION**

**3.1 Responsibilities.** The Corporation shall have the responsibility of administering the Community, including, without limitation, the Common Area, approving the annual budget, establishing and collecting all Assessments, if any, and may arrange for the management of the same pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of a manager of the Community. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a majority of the Members present at an annual or special meeting of the Corporation at which a quorum is present.

**3.2 Place of Meetings.** Meetings of the Corporation shall be held at the Community or such other suitable place as close to the Community as practicable in Cache County as may be designated by the Corporation's board of directors (hereinafter "Board of Directors").

**3.3 Annual Meetings.** The first annual meeting shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday or a Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday or a Saturday or Sunday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the Directors may be elected at any special meeting held for that purpose. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

During the period of administrative control, the association shall hold a meeting that complies with Utah Code 57-8a-226 Subsections (1) through (5): (i) at least once each year; and (ii) each time the association: (A) increases a fee; or (B) raises an assessment.

**3.4 Special Meetings.** It shall be the duty of the Corporation's president to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members representing one-fourth (1/4) of all the votes of the Corporation. The notice of all special meetings shall be given as provided in Section 3.5 of these Bylaws and shall state the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing fifty-one percent (51%) or more of the total voting power in the Corporation, either in person or by proxy.

**3.5 Notice of Meetings.** It shall be the duty of the Corporation's secretary to mail a notice of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5 shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Corporation's secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Community, or by any other method set forth in the Declaration.

**3.6 Order of Business.** The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business and (h) new business.

**3.7 Action Without Meeting.** Any action, which under the provisions of the Utah Nonprofit Corporation Act may be taken at a meeting of the Corporation, may also be taken without a meeting if authorized in writing signed by eighty (80%) percent of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

**3.8 Consent of Absentees.** The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

**3.9 Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.



## ARTICLE 4 - BOARD OF DIRECTORS

**4.1 Number and Qualification.** The Community, business and affairs of the Corporation shall be governed and managed by a Board of Directors composed of not less than three (3) persons. Other than the Initial Directors, as set forth in the Articles, the Directors will be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

**4.2 Powers and Duties.** The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners.

**4.3 Special Powers and Duties.** Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

**4.3.1** To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration, and these Bylaws; to fix their compensation, if any, and to require from them security for faithful service when deemed advisable by the Board of Directors;

**4.3.2** To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Declaration, and these Bylaws, as the Board of Directors may deem necessary or advisable;

**4.3.3** To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Cache, State of Utah, as provided in Section 1.1 hereof; to designate any place within Cache County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporation seal and to alter the form of such seal from time to time as the Board of Directors in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law;

**4.3.4** To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles and the Declaration;

**4.3.5** To fix and collect, from time to time, Assessments upon the Members on behalf of itself, as provided in the Declaration; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, managed, leased, controlled or occupied by the Corporation, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Corporation's Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves pursuant to the Declaration. Such Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Member fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration;

**4.3.6** To enforce the provisions of the Declaration, the Articles, these Bylaws, or other agreements of the Corporation;

4.3.7 To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation, or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles; and

4.3.8 To adopt, amend, and repeal by majority vote of the Board of Directors, rules and regulations as to the Corporation deemed reasonable and necessary.

**4.4 Election, Nomination and Term of Office.** At the first annual meeting of the Corporation, and thereafter at each annual meeting, new Directors shall be elected individually by written ballot by a majority of Members present in person or by proxy at such meeting as provided in these Bylaws, subject to the Director qualifications identified in these Bylaws. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected and/or appointed at the annual meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal, or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected and/or reappointed as applicable, and there shall be no limitation on the number of terms during which a director may serve.

Notwithstanding the foregoing, until four (4) months after the sale of one hundred percent (100%) of the total Units (including all phases) (the "Period of Administrative Control" under Utah Code § 57-8a-502 (1)), the Declarant shall have the exclusive right, power, and authority to appoint and elect the Directors, and otherwise manage the affairs of the Community. The Declarant shall cease to be a voting Member of the Association four (4) months after the sale of one hundred percent (100%) of the total Units.

**4.5 Dispute Resolution.** In the event the Members are unable to elect a Director as a result of a tie in the vote by the Members and such tie is not resolved through a re-vote or through negotiation, then a Member may seek relief by bringing an action in the Cache County District Court, State of Utah, requesting that the District Court appoint an independent Director or Directors. Upon the appointment of a Director by the District Court, such Director shall have all the powers and duties contained in these Bylaws, the Articles, and the Declaration. The independent Director appointed by the District Court shall be paid reasonable compensation by the Association for the services rendered.

**4.6 Books and Financial Statements.** The Board of Directors shall cause to be maintained at its principal place of business all books, records, Association Documents, and financial statements required by the Declaration.

**4.7 Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected or appointed shall be a Director until a successor is elected at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

**4.8 Removal of Directors.** At any regular or special meeting of the Corporation, duly called, a Director may be removed with or without cause by the affirmative vote of fifty-one percent (51%) or more of the votes present at such regular or special meeting, and a successor may then and there be elected or appointed, as the case may be, to fill the vacancy thus created provided such person is otherwise qualified under these Bylaws. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

**4.9 Organization Meeting.** The first regular meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

**4.10 Other Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday or a Saturday or Sunday, then that meeting shall be held at the same time on the next day which is not a legal holiday or a Saturday or Sunday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or fax, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

**4.11 Special Meetings.** Special meetings of the Board of Directors may be called by the president, or, if the president is absent or refuses to act, by the vice president (if any), or by any Director. At least three (3) days' notice shall be given to each Director, personally or by mail, telephone, or fax, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

**4.12 Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

**4.13 Quorum and Adjournment.** Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

**4.14 Voting.** Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

**4.15 Action Without Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**4.16 Committees.** The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of the persons to serve such committee as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

## ARTICLE 5 - OFFICERS

**5.1 Designation.** The principal officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and such other officers in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except the same person cannot hold the offices of President and Secretary concurrently.

**5.2 Removal of Officers.** Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the president or secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**5.3 Compensation.** Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

**5.4 Special Appointment.** The Board of Directors may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

**5.5 President.** The president shall be the chief executive officer of the Corporation and must be a Member of the Corporation. The president shall preside at all meetings of the Corporation and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power, subject to the provisions of Section 4.16, to appoint committees from among the Members from time to time as the president alone may decide are appropriate to assist in the conduct of the affairs of the Corporation. The president shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business of the Corporation. The president shall be an ex officio member of all standing committees, and the president shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**5.6 Vice President.** The vice president shall take the place of the president and perform such duties whenever the president shall be absent, disabled, or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

**5.7 Secretary.** The secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation and such other place(s) as the Board of Directors may order. The secretary shall keep the seal of the Corporation, if any, in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the secretary shall, in general, perform all the duties incident to the office of secretary. The secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The secretary shall maintain a book of record Owners within the Community, and any person in possession of a Unit within the Community that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Unit that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit within the Community is presented to the secretary. The secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws. During the vacancy of the office of Treasurer, the Secretary shall also have the duties of Treasurer.

**5.8 Treasurer.** The treasurer shall have responsibility for the Corporation's funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Community and any Common Area, any tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the president and Directors upon request, an account of all transactions as treasurer and of the financial

condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

## ARTICLE 6 - OBLIGATIONS OF MEMBERS

### 6.1 Assessments.

**6.1.1** All Members are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association on behalf of the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, as more fully provided in Section 4.3 of these Bylaws.

**6.1.2** All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

### 6.2 Maintenance and Repair.

**6.2.1** Every Member must perform promptly, at the Member's sole cost and expense, all maintenance and repair work on such Member's Unit as required under the provisions of the Declaration. The Association shall establish reasonable procedures for the granting and denial of such approval in accordance with the Declaration.

**6.2.2** As further provided in the Declaration, each Member shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of Common Area, which is damaged through the fault of a Member or a Member's tenant, and each Member shall promptly reimburse the Corporation for the costs of repairing, replacing and/or maintaining that portion of the Common Area, which the Corporation has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Declaration.

## ARTICLE 7 - AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles. No amendment to these Bylaws shall take effect unless by the affirmative votes of more than fifty percent (50%) of the total voting power of the Corporation.

## ARTICLE 8 - MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration including, without limitation, "Assessments", "Common Area", "Association Documents", "Declarant", "Declaration", "Improvements", "Articles", "Association", "Bylaws", "Limited Common Area", "Member", "Owner", "Community", and "Unit".

## ARTICLE 9 - CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Utah, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws the Articles control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE 10 - INDEMNIFICATION AND INSURANCE

**10.1 Certain Definitions.** For the purposes of this Article 10, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, or was a Director, officer, employee or agent of a

corporation which was a predecessor corporation of the Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under paragraph 10.4.3 of Section 10.4.

**10.2 Indemnification.** This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Corporation, against expenses (including, without limitation, attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

**10.3 [Reserved].**

**10.4 Determination of Standard of Conduct.** Any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

**10.4.1** A majority vote of a quorum of Directors who are not parties to such proceeding;

**10.4.2** Approval or ratification by the affirmative vote of a majority of the total voting power of the Corporation at a duly held meeting of the Corporation at which a quorum is present;

**10.4.3** The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

**10.4.4** Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested Directors.

**10.5 Advancing Expenses.** Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 10.

**10.6 Extent and Limitations of Indemnifications.** No indemnification or advance shall be made under this Article 10, except as provided in paragraph 10.4.3 of Section 10.4, in any circumstance where it appears:

**10.6.1** That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

**10.6.2** That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article 10 shall create a right of indemnification for each agent referred to in this Article 10, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article 10; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

**10.7 Liability Insurance.** The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10.

## ARTICLE 11 - MISCELLANEOUS

**11.1 Checks, Drafts and Documents.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

**11.2 Execution of Documents.** The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

**11.3 Inspection of Bylaws, Books and Records.** The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Association Documents shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

**11.4 Fiscal Year.** The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

**11.5 Membership Book.** The Corporation shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Member. In the event that a married couple owns a Unit, then both of such individual's names shall be listed in the book, even though only one of them shall be deemed a Member or Owner for the purposes of these Bylaws and the Declaration. Termination or transfer of ownership of any Unit by a Member shall be recorded in the books together with the date on which such ownership was transferred, and the new Member shall be incorporated into the book in accordance with the provisions of the Declaration.

[END OF TEXT]

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC., a Utah nonprofit corporation; and

2. The foregoing Bylaws, comprising 11 pages including this page, constitute the Bylaws of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC., and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC. in Lieu of Meeting" dated effective the 18<sup>th</sup> day of July, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 14 day of July, 2023

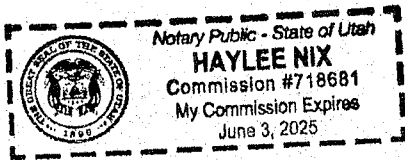
Robert Jess  
Robert Jess, Secretary

STATE OF UTAH )  
 ) :SS  
COUNTY OF Cache )

The forgoing instrument was acknowledged before me this 14 day of July, 2023 by Robert Jess as Secretary.

(Notary Seal)

[Signature]  
Notary Signature





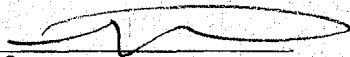
LENDER CONSENT TO RECORDING

STARTING 5 L.L.C., a Utah limited liability company, hereby consents to the recording of these Declaration of Covenants, Conditions and Restrictions for Lone Cedar Conservation Community and the attached Bylaws and Subordinates thereunto its Deed of Trust recorded as Entry No. 1342651 with the Cache County Recorder, State of Utah.

IN WITNESS WHEREOF this 1 day of August, 2023.

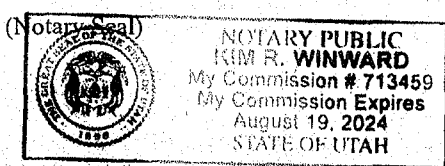
LENDER:

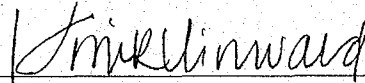
STARTING 5 L.L.C.

  
By: Gary Trowbridge  
Its: Authorized Signer

STATE OF UTAH            )  
  ) ss:  
COUNTY OF CACHE    )

The forgoing instrument was acknowledged before me, this August 1, 2023, by Gary Trowbridge (name), authorized signer (title) of STARTING 5 L.L.C, a Utah limited liability company.



  
Notary Signature

CONSENT OF DIRECTORS  
OF THE  
LONE CEDAR CONSERVATION COMMUNITY HOA, INC.  
IN LIEU OF MEETING

The undersigned, constituting all of the Directors of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC., a Utah nonprofit corporation (the "Corporation"), do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Utah:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the bylaws of the Corporation and that the same do now constitute the bylaws of the Corporation.

RESOLVED, that the following be appointed as officers of the Corporation:

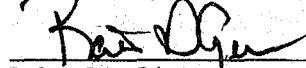
Jake Thurston, President

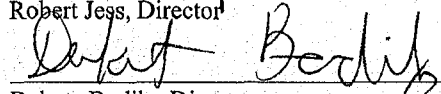
Robert Jess, Secretary

This document may be signed in counterparts.

This Consent of Directors of the LONE CEDAR CONSERVATION COMMUNITY HOA, INC. in Lieu of Meeting shall be effective the 18 day of July, 2023

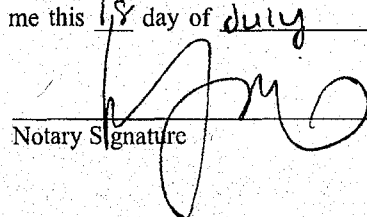
  
\_\_\_\_\_  
Jake Thurston, Director

  
\_\_\_\_\_  
Robert Jess, Director

  
\_\_\_\_\_  
Dakota Bodily, Director

STATE OF UTAH                    )  
  ):SS  
COUNTY OF Cache            )

The forgoing instrument was acknowledged before me this 18 day of July, 2023 by Jake Thurston, Robert Jess, and Dakota Bodily as Directors.

  
\_\_\_\_\_  
Notary Signature

