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Ent 989557 # 1553 Pg 1425
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 Cache County, UT
 Michael Gleed, Rec. - Filed By SG
 For HALLOCK & HALLOCK

**AMENDMENT NO. 1 TO THE
 DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC.
 TOWNHOUSE DEVELOPMENT**

THIS AMENDMENT NO. 1 to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC. TOWNHOUSE DEVELOPMENT made effective this 04 day of February, 2009 by the Members of Cedar Creek #1 Homeowner's Association, Inc. in regards to that certain real property legally described as follows:

SEE EXHIBIT "A"

1. Western Sierra Development Corporation, "Declarant", filed for record on May 22, 1979 in Book _____, Page _____ of the records of the County Recorder in and for Cache County, Utah, those certain Declarations of Covenants, Conditions, and Restrictions dated May 21, 1979.
2. Article IX, Section 3 of the Declaration provides that the same "may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners."
3. All provisions of the original Declaration and any subsequent amendments thereto not specifically restated herein are deemed to be stricken.
4. The number of total Lot Owners is 48. Article IX, Section 3 of the original Declaration requires that any amendment be signed by not less than seventy-five percent (75%) of the Lot Owners. Utah law prohibits a requirement greater than 67%. The number of Lot Owners executing this document is sufficient to meet the requirements for amendment. Said Acknowledgements are attached hereto as Exhibit "B".

**ARTICLE 1
 DEFINITIONS**

- 1.0 General Definitions. Terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Utah Condominium Ownership Act.
- 1.1 Defined Terms. The following capitalized terms shall have the general meanings described in the Condominium Ownership Act and for purposes of this Declaration shall have the specific meanings set forth below:

- (A) "Articles" means the Articles of Incorporation of the Association, as they may be amended from time to time.
- (B) "Assessments" means the Common Expense Assessment and Special Assessments levied and assessed against each Unit pursuant to Article 7 of this Declaration.
- (C) "Assessment Lien" means the lien granted to the Association by law to secure the payment of Assessments, monetary penalties and other charges owed to the Association by a Unit Owner.
- (D) "Association" means Cedar Creek #1 Homeowners Association, Inc. a Utah Non-Profit Corporation organized to administer and enforce the Governing Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.
- (E) "Board of Trustees" means the Board of Trustees of the Association.
- (F) "Building" means any existing structure or structure to be constructed as set forth on the Plat.
- (G) "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.
- (H) "Common Elements" means all portions of the Townhouse Development other than the Units.
- (I) "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with required allocations to reserves.
- (J) "Common Expense Assessment" means the assessment levied against the Units pursuant to Section 7.1(A).
- (K) "Common Expense Liability" means the liability for common expenses allocated to each Unit by this Declaration.
- (L) "Declaration" means this Amended Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time, together with the exhibits, and where appropriate by context, the Plat.
- (M) "First Mortgage" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust.
- (N) "First Mortgagee" means the holder of any First Mortgage or Deed of Trust.
- (O) "Governing Documents" means this Declaration, including the Plat, and the Articles, Bylaws, and Rules.
- (P) "Identifying Number" means the number assigned to a Unit on the Plat.
- (Q) "Improvement" means all physical structures including, but not limited to, residential buildings, parking areas, driveways, fences and walls, trash receptacles, cluster

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mailboxes, and all landscaping, including, but not limited to, the complete irrigation system, hedges, plantings, trees and shrubs of every type and kind.

(R) "Limited Common Elements" means a portion of the Common Elements specifically designated in this Declaration as a limited Common Element and allocated by this Declaration or by operation of Utah law for the exclusive use of one or more, but fewer than all, of the Units.

(S) "Member" means any Person who is or becomes a member of the Association.

(T) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, government subdivision or agency, or other legal or commercial entity.

(U) "Plat" means the, plat for Cedar Creek #1 Townhouse Development recorded as Filing No. 423173 in the Official Records of the Cache County, Utah Recorder, and any amendments, supplements, or corrections thereto.

(V) "Purchaser" means any Person who by means of a voluntary transfer becomes a Unit Owner.

(W) "Rules" means the rules and regulations adopted by the Association, as they may be amended from time to time.

(X) "Single Family" means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of persons as allowed by Logan City Ordinance not all so related, together with their domestic servants, who maintain a common household in a Unit.

(Y) "Townhouse Development" means the real property located in Cache County, Utah, which is described in Exhibit A attached to this Declaration and on the Plat, together with all Buildings and other Improvements located thereon and all easements, rights, and appurtenances belonging thereto.

(Z) "Unit" means one of the Lots of real property designated as a Lot on the Plat plus mechanical equipment and appurtenances located on said Lot or within any structure on said Lot but designated and designed to serve only that Lot, including, but not limited to, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures, and the like shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, among other things, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting part of a Unit and serving only one Unit, and any structural members other than bearing walls, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated, shall be considered part of a Unit.

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(AA) "Unit Owner or Owners" means the record holder or holders of title to a Unit or Units within the Townhouse Development and an equal undivided interest in the Common Areas. This shall include any Person having a fee simple title to any Unit, but shall exclude Persons or entities having any interest merely as a security for the performance of any

obligation. Unit Owner shall not include (i) Persons having an interest in a Unit merely as security for the performance of an obligation, or (ii) a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title to a Unit under which the seller is obligated to convey to the purchaser the remainder of seller's title in the Unit, whether legal or equitable, upon payment in full of all monies due under the contract. The term "Unit Owner" shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction.

**ARTICLE 2
UNIT DESCRIPTION;
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND
COMMON EXPENSE LIABILITIES**

2.0 Legal Description of Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the Lot number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear in the official records of Cache County, Utah, and in substantially the following form:

Unit _____ Building _____ as shown in the Record of Survey Map for Cedar Creek #1 Townhouse Development appearing in the Records of the County Recorder of Cache County, Utah, recorded on 22 May 1979 as Filing No. 423173

2.1 Description of Improvements. The significant improvements contained or to be contained in the Townhouse Development can be found on the Record of Survey Map.

2.2 Carports. Carports are limited common areas and may be assigned or re-assigned to specific Units in the sole discretion of the Board, except that each unit shall be assigned one carport. To the extent possible assignments shall be consistent with the original plat.

2.3 No Further Subdivision. Neither the Common Area nor any Unit may be further subdivided and the Common Area shall remain held as set forth above.

2.4 Allocation of Common Element Interest. The undivided interests in the Common Elements of the Association shall be allocated equally among the 48 Units.

2.5 Allocation of Common Expenses Liabilities. The undivided interest in the Common Expense Liability of the Association shall be allocated equally among the 48 Units.

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2.6 Allocation of Votes in the Association. The votes in the Association shall be allocated equally among the 48 Units with each Unit having one (1) vote. An Owner's voting rights are subject to suspension as provided in the Bylaws if the Owner violates the Governing Documents.

2.7 Allocation of Limited Common Elements.

(A) The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows:

(i) Any electric or gas meter which serves only one Unit is allocated to the Unit it serves.

(ii) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, heating or air conditioning unit or apparatus or other fixture lies partially within and partially outside the boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Elements is a part of the Common Elements

(iii) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balcony areas, entryways, or patio areas, and all exterior doors and glass windows or other fixtures designed to serve a single Unit, but located outside of the Unit's physical boundaries, are Limited Common Elements allocated exclusively to that Unit. Stairways and entry walks designated for use by a Unit or Units in a Building, but less than all of the Units and located outside of the physical boundaries of a Unit shall be Limited Common Elements allocated to the Unit or Units in the Building served by such stairways and entry walks.

(B) A Limited Common Element may be reallocated by an amendment to this Declaration.

(C) The Board of Trustees shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element. Any such allocation by the Board of Trustees shall be made by an amendment to this Declaration and an amendment to the Plat if required by law.

2.8 Reserve Fund. A reserve fund shall be established to cover, in whole or in part, the cost of any construction, repair, reconstruction or replacement of an improvement upon the Common Area, including fixtures and personal property related thereto.

2.9 Payment of Common Area Property Taxes. Each Unit and its percentage of undivided interest in the common areas and facilities shall be considered to be a parcel and shall be subject to separate assessment and taxation by each assessing entity and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the building or buildings, the property, nor any of the common areas and facilities may be considered a parcel.

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2.10 Destruction of Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty the owners who use said wall shall restore the same except that each member shall be liable for any damage to a Unit, Party Wall, Limited Common Area or Common Area, if the damage is sustained because of negligence, willful misconduct or unauthorized or improper use by the Owner or Member, or by any guest, tenant, employee or invitee of the Owner or Member.

ARTICLE 3 EASEMENTS

3.0 Utility Easements. There is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed and/or as thereafter approved and constructed by the Board of Trustees. This easement shall in no way affect any other recorded easements on the Common Elements.

3.1 Easements for Ingress and Egress. There is hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic, including, without limitation, emergency access and utility repair vehicles, over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements or assigned parking spaces, if any. Such easements shall run in favor of and be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

3.2 Unit Owners' Easements of Enjoyment.

(A) Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, except for the Limited Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable Rules governing the use of the Common Elements;

(ii) The right of the Association to suspend the right to use recreational Common Element amenities in accordance with the Bylaws;

(iii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in Utah law, subject to the vote or written assent of those Unit Owners representing at least eighty percent (80%) of the votes in the Association; and, in all events, subject to a Unit Owner's easement for ingress and egress if access to such Owner's Unit is through the Common Elements to be conveyed or mortgaged; and

(iv) All rights and easements set forth in this Declaration, including, but not limited to, the rights and easements granted to the Declarant by Sections 3.3 and 3.4 of this Declaration.

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(B) If a Unit is leased or rented, the lessee and the members of his family residing with the lessee shall have the right to use the Common Elements during the term of the lease, and the Unit Owner shall have no right to use the Common Elements until the termination or expiration of the lease.

(C) The guests and invitees of any Member or other person entitled to use the Common Elements pursuant to subsection (A) above or of any lessee who is entitled to use the

Common Elements pursuant to subsection (B) above may use the Common Elements provided they are accompanied by a Member, lessee or other person entitled to use the Common Elements pursuant to subsection (A) or (B) above. The Board of Trustees shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to specific times.

(D) A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(E) The provisions of this section shall not apply to any of the Limited Common Elements that are allocated to one or more, but less than all, of the Units.

3.3 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the limited Common Elements.

3.4 Common Elements Easement in Favor of the Association. The Common Elements shall be subject to an easement in favor of the Association, its Board and officers and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

3.5 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be subject to the following easements in favor of the Units benefited:

(A) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(B) For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

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(C) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements,

adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(D) For the maintenance of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of the Common Elements.

(E) For the performance of the Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.1(B) of this Declaration.

3.6 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its Trustees, officers, agents, employees and independent contractors:

(A) For inspection of the exterior of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible.

(B) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from the Units or Limited Common Elements.

(C) For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

(D) For the purpose of enabling the Association, the Board of Trustees or any committees appointed by the Board of Trustees to exercise and discharge their respective rights, powers and duties under the Governing Documents.

(E) For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements to verify that the provisions of the Governing Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

3.7 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, alteration or restoration authorized by this Declaration, settling or shifting, or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

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ARTICLE 4 USE AND OCCUPANCY RESTRICTIONS

4.0 Single Family Residential Use. All Units and limited Common Elements shall be used, improved and devoted exclusively to single family residential use as allowed by the applicable zoning ordinance. No gainful occupation, profession, trade or other nonresidential

use shall be conducted on or in any Unit or limited Common Element, but a Unit Owner or other resident may conduct a business activity within a Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Unit; (iii) the business activity does not involve persons coming to the Unit or the door-to-door solicitation of Unit Owners or other residents in the Townhouse Development; (iv) the trade or business conducted by the Unit Owner or resident shall not require any employee working in or from such Unit who is not a lawful resident thereof; (v) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or parking violations; (vi) the trade or business does not use flammable liquids or hazardous materials in quantities not customary for residential use; (vii) the business activity is consistent with the residential character of the Townhouse Development and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of Unit Owners or other residents in the Townhouse Development, as may be determined from time to time in the sole discretion of the Board of Trustees; and (viii) the Unit Owner has received the express written permission of the Board of Trustees. The terms "business" and "trade" as used in this section shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. The leasing of a Unit by the Unit Owner thereof shall not be considered a trade or business within the meaning of this section.

4.1 Utility Service. Except for lines, wires and devices existing at the time this amended Declaration is recorded and maintenance and replacement of the same, no lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Townhouse Development unless they are contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures approved by the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Buildings or structures approved by the Board.

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4.2 Improvements and Alterations. Any Unit Owner may make nonstructural additions, alterations and improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall have a proper building permit and to the extent permitted under Utah law, be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. No Person shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Unit Owner receives the prior written approval of the Board and the Owner retains an architect or engineer licensed in Utah who certifies that such addition, alteration or improvement will not impair the structural integrity of the Building within which such addition, alteration or improvement is to be made. The Owner shall also obtain all required building permits. The Unit Owner shall, to the extent, permitted by Utah law, be responsible for any damage to other Units and to the Common Elements which results from any such additions, alterations or improvements. Notwithstanding the foregoing, no addition, alteration or improvement within a Unit, whether structural or not, which would be visible from the exterior of the Building in which the Unit is located, shall be made without the prior written consent of the Board, which approval shall only be granted if the Board affirmatively

finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

4.3 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Townhouse Development except in covered containers of a type, size and style which are approved by the Board. The Board of Trustees shall have the right to subscribe to a private trash service as a Common Expense Liability for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate Rules regarding garbage, trash, trash containers and collection. The Board shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Board. No incinerators shall be kept or maintained in any Unit.

4.4 Machinery and Equipment. No Unit Owner may place, operate or maintain machinery or equipment of any kind upon the Townhouse Development other than usual and customary machinery and equipment used in connection with the Owner's permitted uses of his Unit and Limited Common Elements. This Section 4.4 shall not apply to any such machinery or equipment which the Association may require for the construction, improvement, operation and maintenance of the Common Elements.

4.5 Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained in or on the Townhouse Development and then only if such house pets are kept or raised solely as domestic pets (and not for commercial purposes) within an Owner's Unit and patio or balcony allocated thereto. In no event may more than two (2) pets occupy any Unit. No pet or other animal shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. All dogs or other house pets permitted hereunder and capable of being walked on a leash shall be kept on a leash not to exceed six (6) feet in length when outside a Unit, and all pets shall be directly under the Unit Owner's control at all times. No Unit Owner or any other lawful resident or guest or invitee thereof shall permit any such pet being kept in the Unit or the Limited Common Elements allocated to the Unit to relieve itself on any portion of the Common Elements; it being understood that it shall be the responsibility of such person to immediately remove any droppings from pets. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements (including Limited Common Elements) or in any Unit so as to be visible from the exterior of the Building in which the Unit is located. Upon the written request of any Unit Owner, the Board of Trustees shall determine whether, for the purposes of this section, a particular animal or bird is a generally recognized house pet, a nuisance, or whether the number of pets in any Unit or the Limited Common Elements allocated thereto is reasonable. The right of Unit Owners and other occupants of Units to maintain a reasonable number of house pets in or on the Townhouse Development pursuant to this section is expressly subject to the right of the Board of Trustees to restrict such house pets to only certain portions of the Townhouse Development and to prospectively further restrict the size and number of dogs or other pets which may be maintained or kept in the Units or the Limited Common Elements allocated thereto.

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4.6 Temporary Occupancy. No trailer, tent, shack, garage, barn or other structure, and no temporary Improvement of any kind shall be used at any time for a residence either temporarily or permanently. Temporary buildings or structures used during the construction of Buildings or structures approved by the Board shall be permitted but must be removed promptly upon completion of the construction of the Building or structure.

4.7 Clothes Drying Facilities. No clotheslines or other facilities for drying or airing clothes shall be erected, placed or maintained on or about the exterior of any Unit, Limited Common Areas or Common Areas, including, without limitation, on any porches, trees, patios or balconies.

4.8 Mineral Exploration. No portion of the Townhouse Development shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

4.9 Environmental Restrictions. All residents of the Townhouse Development shall be responsible for complying with all federal and state environmental and health laws. Without limiting the foregoing, no Unit Owner or other resident may dispose of, transport, or store "hazardous materials" in his Unit or elsewhere in the Townhouse Development other than small amounts of ordinary household non-combustible cleaning agents maintained in the Unit or Limited Common Element storage areas and in no event may any Unit Owner or resident dispose of any hazardous materials, including without limitation, motor oil, hydrocarbons, or other petroleum products, in or down a dry well on or adjacent to the Townhouse Development. Notwithstanding the foregoing, under no circumstances shall the Board of Trustees be obligated to inform residents of any such violations, nor shall the Board of Trustees be held liable for the enforcement of this provision.

4.10 Diseases and Insects. No Unit Owner shall permit any thing or condition to exist upon the Townhouse Development which could induce, breed or harbor infectious plant or animal diseases or noxious insects.

4.11 General Restrictions Regarding Parking of Vehicles. No truck (other than a Family Vehicle truck described below), mobile home, mini or standard size motor home, travel trailer, tent trailer, trailer, all-terrain vehicle, bus, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle (hereinafter in this Article 4 referred to as "Commercial Vehicles") may be parked, kept, or maintained on any part of the Unit, Common Areas, or Limited Common Areas (this shall include, but not be limited to Carports). A "Family Vehicle" means any domestic or foreign car, station wagon, sport wagon, pick-up truck of less than 3/4 ton capacity with camper shells not exceeding eight (8) feet in height measured from ground level, mini-van, jeep, sport utility vehicle, motorcycle and similar non-commercial and non-recreational vehicles that are used by the Owner of the Unit or his family members, tenants, guests or invitees for family and domestic purposes and which are used on a regular and recurring basis for basic transportation. The Board may, acting in good faith, designate a Commercial Vehicle as a Family Vehicle, if prior to use, the Unit Owner petitions the Board to classify the same as a Family Vehicle if the Commercial Vehicle is similar in size and appearance to a Family Vehicle and the parking of such Vehicle on the Townhouse Development will not adversely affect the Townhouse Development or the Owners of Units therein. Family Vehicles and Commercial Vehicles are collectively referred to in this Article 4 as "Vehicles."

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4.12 Parking Restrictions. The Board shall have the authority to designate approved parking areas and enact restrictions related to parking within the common roads and any driveway in the Project. Unit Owners shall use designated parking spaces, if any, and shall not park in guest parking. No parking space or carport area in the Townhouse Development may be used for storage or for any purpose other than the parking of Vehicles.

4.13 Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs, no Vehicle shall be constructed, reconstructed, serviced or repaired, and no unregistered or inoperable Vehicle may be stored on any portion of the Townhouse Development. The Board of Trustees shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Governing Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

4.14 Signs. No emblem, logo, sign or billboard of any kind, including, but not limited to, "For Sale" or "For Rent" signs, shall be displayed so that it is visible from the exterior of any Unit or Building or any other portion of the Townhouse Development without the prior written approval of the Board; except for: (i) any signs as may be required by legal proceedings; and (ii) such signs as are approved by the Board.

4.15 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Townhouse Development. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Townhouse Development shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

4.16 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Townhouse Development, and no activity shall be conducted upon the Townhouse Development which is offensive or detrimental to any portion of the Townhouse Development or any Unit Owner or other occupant of the Townhouse Development. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Townhouse Development, this shall include but not be limited to car audio systems that can be heard or felt outside of the vehicle.

4.17 Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to a Unit shall be constructed or installed in any Unit or Limited Common Element without the prior written approval of the Board, unless the items so installed are substantially identical in color, texture and size as previously approved and installed window coverings being so replaced.

4.18 Water Beds. No water bed, or any bed of similar construction shall be installed in on the second floor of any Unit.

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4.19 Roads. Roadways shall be traveled upon in a safe manner with speeds restricted to no more than 15 miles per hour, or less, as conditions warrant for icy, dusty and other conditions. Vehicles shall travel within the roadbed, yielding to pedestrian traffic and oncoming traffic, as safety requires.

4.20 Firearms/Fireworks. The discharge of any type of weapon or firearm on the Property is strictly prohibited, including but not limited to rifles, shotguns, pistols, air guns, paint guns and pellet guns. No fireworks shall be discharged or ignited on the Property, including lawful "safe and sane" types of fireworks.

4.21 Storage. Nothing shall be stored outside of the Unit and any assigned storage area. Carports shall be for parking of allowed vehicles only and shall not be used for storage. Storage areas are for use by Cedar Creek residents only. The Owner is responsible to ensure their assigned space is maintained in a manner consistent with these Covenants, the Bylaws and any Rules. This shall include, but is not limited to, maintaining area free of trash and debris. Control of keys is essential to the security of the storage area. Any member who is 3 months or more behind in dues will lose the privilege of their storage area space. The Association assumes no responsibility for any damage or theft of property within the storage area. Storage of items in the storage area is done at the Owner's risk. Owner agrees to indemnify the Association, the Board, Directors, and each of them from any loss, liability, damage or cost any or all of them may incur due to the activities of Owner, Owner's Guests or Invitees in a storage area, whether caused by negligence or otherwise.

4.22 Satellite Dishes. To the extent permitted by Federal law, satellite dishes shall only be installed in pre-designated locations and with approval of the Board.

4.23 Unit Temperature. At no time shall a Unit Owner allow the temperature inside a Unit to be less than 65° Fahrenheit.

4.24 Utility Services. Each Owner shall make all arrangements for and pay directly for electrical, gas, telephone and cable television service. Fees for water, sewer and garbage will be assessed as part of regular assessments.

4.25 Limitation on Leasing of Units. No Unit Owner may lease less than his entire Unit. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the lease. Upon leasing his Unit, a Unit Owner shall promptly notify the Association of the commencement date and termination date of the lease and the names of each lessee or other person who will be occupying the Unit during the term of the lease. No Parking Space may be leased separate from the Unit to which it is assigned.

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4.26 Community Privacy Measures. Each Unit Owner understands and agrees that the Association (nor its officers, trustees, employees, and agents) is not responsible for the acts and omissions of any third parties or of any other Unit Owner or Unit Owner's family members, guests, tenants and invitees resulting in damages or injury to person or property. Any entry/privacy gate features or common privacy measures that may be used in the Townhouse Development (as may be installed by the Board on behalf of the Association) will be maintained by the Association, and each Unit Owner understands that any entry/privacy gate features that are in effect at the time he becomes a Unit Owner may be abandoned, terminated and/or modified by a majority vote of the Board. The commencement of any such devices or controls shall not be deemed to be an assumption of any duty on the part of the Association with respect to the Townhouse Development and the Board (nor any committee thereof) makes no representation or warranty concerning the efficacy of such devices relating to security or the ease of entry of fire, police or other emergency personnel.

4.27 Variations. The Board may authorize a variance from compliance with any of the provisions of this Declaration, including this Article 4, from time to time, when circumstances such as hardship, aesthetic, environmental or legal considerations may require. Such variances must be evidenced in writing and must be signed by a majority of the Board. If such variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the specific 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 provision hereof covered by the variance, and only for so long as the special circumstances warranting the variance exist, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting the use of his Unit. The Board shall have the right to condition the granting of a variance as it may determine in the Board's sole discretion, including, without limitation; making a variance temporary or permanent; or requiring the removal or replacement of a non-permanent or semi-permanent structure upon the sale or other conveyance of a Unit. Moreover, because of the unique facts and circumstances surrounding each variance request, the granting of a variance in one instance or under certain terms and conditions does not mandate the granting of a variance under similar or related circumstances, terms or conditions if the experiences of the Association and the Townhouse Development as a whole or the differences in circumstances (however slight) of a variance request from a previously approved variance lead the Board, in good faith, to disapprove a variance request in such instance.

**ARTICLE 5
MAINTENANCE AND REPAIR OF
COMMON ELEMENTS AND UNITS**

5.0 Duties of the Association. The Association shall maintain, repair and make necessary improvements to all Common Elements (including the structural elements of Limited Common Elements), whether located inside or outside the Buildings, except for the specific portions of the Limited Common Elements which the Unit Owners are obligated to maintain pursuant to Section 5.1 of this Declaration. Without limitation, the Association shall be responsible for maintaining residential Building exteriors, roofs, parking areas, private streets and drives, sidewalks, landscaping, irrigation systems, lighting and light fixtures in the Common Elements. The cost of all such repairs, maintenance and improvements shall be a Common Expense and shall be paid for by the Association. The Board shall be the sole and absolute judge as to the appropriate maintenance of the Common Elements and the Townhouse Development.

5.1 Duties of Unit Owners.

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(A) Each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of his Unit, subject to the Governing Documents.

(B) Except as otherwise set forth herein, each Unit Owner shall be responsible for the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to Section 2.5 of this Declaration as Limited Common Elements, including, without limitation: (i) periodic painting of, and maintenance of the concrete slabs or finished flooring of any patio areas and/or balcony areas (except for repair to the structural portions thereof); (ii) maintenance, repair and replacement of all doors and windows of the Unit, including Entrance Area doors; and (iii) the air conditioning unit (including compressors and condensers), heater and hot water heater servicing the Unit and, to the extent not included within the categories

described in this Section 5.1(B), the Limited Common Elements of the type described in Sections 2.1 (B) and (D) above. No Unit Owner may paint or change the exterior color scheme or surfacing materials of his patio areas or balcony areas or any portion of the Limited Common Elements allocated to his Unit visible from the Common Elements or any other Unit without the prior written consent of the Board.

(C) Each Unit Owner shall take all necessary action to keep his Unit and the Limited Common Elements which he is obligated to maintain under this Section 5.1 in a clean and neat condition. This shall include but not be limited to clean and free from trash, furniture other than outdoor furniture, or outdoor furniture in weathered or poor condition, and litter.

5.2 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association, to the extent permitted by Utah law, for any damage to the Common Elements or the Improvements, or equipment thereon, which results from the negligence or willful misconduct or omission of the Unit Owner or that Owner's family members, tenants, guests, invitees and pets. The cost to the Association of any such repair, maintenance or replacement required by such act or omission of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

5.3 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair his Unit or any Limited Common Element which he is obligated to maintain under this Declaration in the manner set forth in this Declaration and the required maintenance, repair or replacement is not performed within thirty (30) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Section 7.1(E) of this Declaration.

5.4 Air Conditioners and Swamp Coolers. To the extent a Unit is not currently serviced by an air conditioning unit, a Unit Owner may request that the Association install, at the Unit Owner's sole cost and expense, and in accordance with procedures, if any, established by the Board, central air conditioning and heating in the Unit(s). The estimated cost of said installation shall be deposited with the Association by the Unit Owner at the time of Unit Owner's request. Swamp coolers, other than those presently existing, are no longer allowed in, on or about any building or Unit. In the event any swamp cooler becomes unserviceable or causes damage to a building or other common area the same shall be removed, repaired, or replaced by the Association with the cost of removal, replacement and any repair costs to be assessed to the Unit being serviced by the particular swamp cooler. Removal or replacement of swamp coolers or air conditioning units must be done with the permission of the Association. The Association shall turn swamp coolers on and off and put covers on the same as well as hire the performance of any maintenance/upkeep which in the sole discretion of the Board is reasonable. Unit Owners shall not perform any maintenance/upkeep or hire the same to be performed on any swamp cooler. All costs associated with these responsibilities shall be assessed to the individual Unit Owner(s) receiving the services of the particular swamp cooler(s).

**ARTICLE 6
THE ASSOCIATION; RIGHTS AND
DUTIES; MEMBERSHIP**

6.0 Rights, Powers and Duties of the Association. The Association has previously been organized as a nonprofit Utah corporation. The Association shall be the entity through which the Unit Owners shall act.

(A) The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Governing Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration.

(B) The Association shall have the right to finance capital Improvements in the Townhouse Development by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association.

(C) Unless the Governing Documents or Utah law specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

(D) The Association has the specific duty to make available to Unit Owners during normal business hours, current copies of the Governing Documents and other books, records and financial statements of the Association as may be requested from time to time by such party. Such requests shall be in writing, and the Association shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested.

(E) The Board, shall be authorized on behalf of and in the name of the Association to commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition existing within the Townhouse Development, the continuation of which violates the provisions of the Governing Documents. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation of violation has been appropriately prepared and given to the Owner, but thereafter the Board shall have the sole discretion to commence such proceedings.

(F) The authority of the Board, as herein provided, shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

6.1 Trustees and Officers.

(A) The Unit Owners shall elect the Board of Trustees, which must consist of at least five (5) members, all of whom must be Unit Owners. The Board of Trustees elected by the Unit Owners shall then elect the officers of the Association.

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(B) If an Owner is a corporation, partnership or trust, an officer, partner, trustee or beneficiary of such owner may serve as a Director or Officer. If the Owner is incapacitated and represented by a guardian or conservator, such guardian or conservator may serve as a Director or Officer.

6.2 Rules. The Board of Trustees, from time to time and subject to the provisions of this Declaration and Utah law, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use by any Unit Owner, by the family of such Unit Owner, or by any invitee, licensee or lessee of such Unit Owner, of any area within the Townhouse Development subject to the Association's jurisdiction and control; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with applicable federal and state Fair Housing Acts, this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be recorded.

6.3 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. Membership in the Association is mandatory and such Membership and the Allocated Interests thereof are appurtenant thereto, and may not be separated from, ownership of the Unit; provided, however, the Allocated Interests of Units from time to time may be modified or changed as expressly permitted in this Declaration. No Owner during his ownership of a Unit shall have the right to relinquish or terminate his membership in the Association.

6.4 Compensation. If approved by the Board, Members of the Board and Members or Persons appointed by the Board to assist in the performance of Association responsibilities shall be entitled to a waiver of Regular Assessments, reimbursement for expenses incurred by them in the performance of their duties hereunder, and to the rights of indemnity established herein or elsewhere in the Governing Documents. A Person acting as an agent of the Association may be compensated for professional services rendered in accordance with such service agreement as may be negotiated by the Board.

ARTICLE 7 ASSESSMENTS

7.0 Preparation of Budget.

(A) At least sixty (60) days (or soon thereafter as feasible) before the beginning of the next full fiscal year of the Association after filing of this Amendment and each fiscal year thereafter, the Board of Trustees shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Trustees believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Townhouse Development; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Governing Documents; and (iv) such amounts as are necessary to provide general operating reserves and reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units pursuant to Section 7.1 (E) or (F) of this Declaration and must include an adequate allocation to reserves as part of the Common Expense Assessment.

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(B) Within thirty (30) days after the adoption of a budget, the Board of Trustees shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with

Section 7.1 of this Declaration. The failure or delay of the Board of Trustees to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 7.1 of this Declaration and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Trustees.

(C) The Board of Trustees is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

7.1 Common Expense Assessment.

(A) For each fiscal year of the Association commencing immediately, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Trustees (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to subsections (E) and (F) of this section) shall be assessed against each Unit in the proportion to the Unit's Common Expense Liability as set forth in Section 2.3 of this Declaration. The amount of the Common Expense Assessment assessed pursuant to this subsection (A) shall not exceed the maximum Common Expense Assessment for the fiscal year as computed pursuant to subsection (B) of this section. If the Board of Trustees determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Trustees, except that no increase in the Common Expense Assessment assessed pursuant to this subsection (A) exceeding the maximum Common Expense Assessment for such fiscal year shall become effective until approved by Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose.

(B) The maximum Common Expense Assessment for each fiscal year of the Association shall be the greater of: (i) an amount equal to ten percent (10%) of the previous year's maximum Common Expense Assessment for that Unit type or (ii) an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1984=100), or in the event said index ceases to be published, by any successor index recommended as a substitute therefore by the United States government. The maximum Common Expense Assessment may be increased by an amount greater than the maximum increase allowed only by a vote of Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose. The maximum Common Expense Assessment limitations herein contained shall apply only to the amount of the Common Expense Assessment assessed pursuant to subsection (A) of this section and shall not apply to the amount of Common Expenses assessed pursuant to subsection (E) or (F) of this section.

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(C) The Common Expense Assessments shall commence immediately as presently assessed at the time of this amendment. The Board of Trustees may require that the Common Expense Assessments or Special Assessments be paid in installments. Unless otherwise directed by the Board, Common Expense Assessments shall be paid annually and shall be due and payable on March 1 of each year.

(D) Except as otherwise expressly provided for in this Declaration, all Common Expenses, including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, and reserves for Common Expenses shall be assessed against all of the Units in accordance with subsection (A) of this section.

(E) If any Common Expense is caused by the negligence, omission or willful misconduct of any Unit Owner, the Association shall assess that Common Expense exclusively against that Unit(s).

(F) Assessments to pay a judgment against the Association may be made only against the Units in the Townhouse Development at the time the judgment was entered, in proportion to their Common Expense Liability.

7.2 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose. Unless otherwise specified by the Board of Trustees, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners. Special Assessments not exceeding \$350.00 per unit in a given year shall only require the approval of a majority of the Board.

7.3 Unit Assessments. In addition to the Regular and Special Assessments authorized above, the Board may levy Unit Assessments, without limitation as to the amount or frequency, against a Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Unit into compliance with the Governing Documents or for specific services provided solely to that Unit, including interest, penalties, actual attorneys' fees and costs.

7.4 Fines. The Board of Trustees shall have the right to levy reasonable fines as established by Rules and in accordance with Utah law against a Unit Owner for violations of the Governing Documents.

7.5 Notice and Quorum for Any Action Authorized Under Section 7.1. Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of Members is required under Section 7.1 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

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7.6 Effect of Nonpayment. Remedies of the Association.

(A) Any Assessment, any installment of an Assessment, or fine which is not paid within thirty (30) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per

annum. In addition, the Board of Trustees may establish a reasonable late fee to be charged to a Unit Owner and assessed against his Unit as part of the Assessment Lien for each installment of an Assessment that is deemed delinquent.

(B) All Assessments, fines and other fees and charges imposed or levied against any Unit or Unit Owner shall be secured by the Assessment Lien as provided for by Utah law. The recording of this Declaration constitutes record notice and perfection of the Assessment Lien and no further recordation of any claim of lien shall be required. Although not required to perfect the Assessment Lien, the Association shall have the right, but not the obligation, to record a notice setting forth the amount of any delinquent Assessments, monetary penalties or other fees or charges imposed or levied against the Unit or the Unit Owner which are secured by the Assessment Lien.

(C) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law, including, but not limited to (i) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts which came due at the time he was the Owner thereof and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts, provided, however, that the personal obligation to pay delinquent Assessments which came due prior to the transfer of ownership shall not pass to successors in title; (ii) foreclosure in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust with the Board having the right and authority to appoint an independent trustee, or by judicial foreclosure as a mortgage, or by any other manner permitted by law; and (iii) suspending voting and recreational amenities use rights as provided in the Bylaws. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale.

7.7 Subordination of Assessment Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other charges and fees against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this section may be reallocated and assessed to all Units as a Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

7.8 Exemption of Unit Owner. No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Governing Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit.

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7.9 Certificate of Payment. The Association, on written request, and for a reasonable fee as allowed by law, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within ten (10) days, or such shorter time as may be required by law, after receipt of the request and is binding on the Association, the Board of Trustees, and every Unit Owner. The Association may charge a reasonable fee in an amount established by

the Board of Trustees for each such statement as allowed by law. In addition, the Association shall furnish such statements as may be required under Utah law within the time frames set forth therein for compliance.

7.10 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration or other Governing Documents, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Governing Documents or law.

7.11 Transfer. The sale or transfer of any Unit shall not affect any Assessment or Lien, or relieve the Unit or Unit Owner from any liability therefore. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

ARTICLE 8 INSURANCE

8.0 Scope of Coverage.

(A) The Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements and Units, exclusive of improvements and betterments which were not part of the original construction. The policy is to be issued on a "Special Form" policy or its equivalent in an amount determined by the Board of Trustees; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy.

(ii) Comprehensive General Liability insurance, for a limit to be determined by the Board. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(iii) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of the state of Utah.

(iv) Trustees' and officers' liability insurance covering all the Trustees and officers of the Association in such limits as the Board of Trustees may determine from time to time. Policies shall be written on a claims made basis with a retroactive date to the earliest date available.

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(v) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Trustees, or the Unit Owners.

All policies shall be procured from carriers with a rating of "A" or better.

(B) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association – this shall not be interpreted to require coverage for limited common elements.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, its Board of Trustees or officers thereof, and employees against Unit Owners and members of their household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any Insurance Trust Agreement will be recognized by the insurer.

(ix) Such coverage shall not be contingent upon action by the insurance carrier's board of Trustees, policyholders or members or permit claims for contribution or assessments to be made against Unit Owners or their Mortgagees, including Eligible Mortgage Holders, or Eligible Insurers or Guarantors.

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(x) If the Townhouse Development is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket policy" of flood insurance on the Townhouse Development in the lesser of one hundred percent (100%) of the current replacement cost of the Buildings and any other property covered on the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended.

(xi) "Agreed Amount," and "Building Ordinance or Law" endorsements, except where expressly not applicable or not available.

8.1 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article and all deductibles thereunder shall be Common Expenses and shall be paid for by the Association.

8.2 Insurance Obtained by Unit Owners/Non-Liability of Association. The issuance of insurance policies to the Association pursuant to this Article 8 shall not prevent a Unit Owner from obtaining insurance for his own benefit and at his own expense covering his Unit, his personal property and providing personal liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, Trustees, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

8.3 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article 8 shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as may be required by law.

8.4 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article 8 of the Declaration shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a Deed of Trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known address.

8.5 Unit Insurance. All Owners shall maintain Homeowner's Insurance on their Unit in an amount sufficient to cover all damages to their Unit and damages caused to other Units.

ARTICLE 9 COMPLAINTS

9.1 Complaints. Owners may express concerns and/or complaints in writing to the Board involving violations of the Governing Documents. The Owner shall attempt to address the issue with all affected parties prior to initiating a request for Board action concerning the violation. When a violation is brought to the attention of the Board, the Board shall review the concern and/or complaint and take appropriate action as deemed necessary in the sole discretion of the Board.

9.2 Request for Reconsideration. An Owner may request the Board reconsider a decision that is adverse to the Owner. The Board shall reconsider its original decision and take appropriate action as deemed necessary. Such decision and recommended action shall be final and shall not be subject to reconsideration or further appeal.

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9.3 Costs: Reconsideration. If the Board incurs any costs in reconsidering an original decision, including the costs of retaining a consultant or attorney to advise the Board, such costs shall be paid by the party(s) making the request unless the Board's decision constitutes a substantial reversal of the original decision, in which event such costs shall be paid by the Association. If the Owner requesting the reconsideration is obligated to pay such costs, payment of same, shall be enforceable as a Special Assessment.

ARTICLE 10 GENERAL PROVISIONS

10.0 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Governing Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. To the extent that this Declaration grants the Association or any Unit Owner the right to use summary abatement or similar means to enforce the restrictions set forth in this Declaration, judicial proceedings must be instituted before any items of construction can be altered or demolished. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under this Declaration.

10.1 Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.2 Duration. Except as they may be earlier terminated or amended pursuant to Sections 10.3 and 10.4 below, the covenants and restrictions of this amended Declaration shall run with and bind the Townhouse Development for a term of twenty (20) years from the date this amended Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years.

10.3 Termination of Townhouse Development. The Townhouse Development may be terminated only in the manner provided for by law and by the vote of Unit Owners to which at least ninety percent (90%) of the votes in the Association are allocated. A Declaration of Termination executed by the President or Vice-President must be recorded not earlier than sixty (60) days prior to the end of the then current term and not later than the close of business on the last day of the then current term and shall certify that the requirements of this section have been met.

10.4 Amendment.

(A) Except to the extent permitted or required by Utah law, the Declaration, including the Plat, may be amended by vote of the Unit Owners to which at least sixty-five percent (65%) of the votes in the Association are allocated, at any time during the initial term hereof or any renewal term and without regard to whether such amendment has uniform application to the Units or the Townhouse Development as a whole.

(B) Except to the extent expressly permitted or required by Utah law, an amendment to the Declaration shall not create or increase the number of Units or change the boundaries of any Unit, the allocated interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

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(C) Any amendment adopted by the Unit Owners pursuant to subsection (A) above shall be signed by the President or Vice-President of the Association and shall be recorded in the Official Records of the Cache County, Utah Recorder. Any such amendment shall certify that the amendment has been approved as required by this section.

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

10.6 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States first class mail, postage prepaid, addressed as follows: (i) if to a Unit Owner, at the address at which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Unit Owner; or (ii) if to the Association, to _____, or such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this section. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

10.7 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Townhouse Development, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Governing Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Governing Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, easements, roles, and regulations contained in the Governing Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Governing Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners.

10.8 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply to either entities or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

10.9 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

Pat 989557 bk 1553 pg 1449

10.10 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation

incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

10.11 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, or the Association Rules, the provisions of this Declaration shall prevail.

10.12 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Governing Documents shall be joint and several.

10.13 Guests and Tenants. Unit Owner shall, to the extent permitted by Utah law, be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Governing Documents. A Unit Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

10.14 Attorneys' Fees and Costs. In the event the Association or any Unit Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Governing Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees and costs, including expert fees, incurred in the action.

10.15 Number of Days. In computing the number of days for purposes of any provision of the Governing Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

10.16 Notice of Violation. The Association shall have the right to record a written notice of a violation by any Unit Owner of any restriction or provision of the Governing Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Governing Documents. If, after the recordation of such Notice, it is determined by the Association that the violation referred to in the Notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the violation referred to in the Notice of Violation has been cured, or if such be the case, that it did not exist.

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10.17 Disclaimer of Representations. While the Association has no reason to believe that any of the provisions contained in this Amended Declaration are or may be invalid or

unenforceable for any reason or to any extent, the Association and current owners make no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Unit Owner acquiring a Unit in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold the Association and any future Board members and officers of the Association, and the Members of the association at the time of recording harmless therefrom.

10.18 No Absolute Liability. No provision of the Governing Documents shall be interpreted or construed as imposing on Unit Owners absolute liability for damage to the Common Elements or the Units. Unit Owners shall only be responsible for damage to the Common Elements or Units caused by the Unit Owners' negligence or intentional acts.

10.19 Conflict of Governing Documents. If there is any conflict among or between the Governing Documents, the provisions of this Declaration shall prevail with subordinate authority given to the Articles and Bylaws and Rules of the Association.

10.20 FHA and VA Approval. The following actions will require the prior approval of the FHA and the VA: Annexation of additional property, mergers and consolidations, dedications or mortgaging of Common Area, special assessments and amendment of this Declaration.

10.21 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another and the Board, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.

10.22 Effective Date. This Amended Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Association has executed this Amended Declaration on the day and year first above written.

CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC.
a Utah Non-Profit Corporation

By Jane T. Floyd
Its President

Ent 989557 Bk 1553 Pg 1451

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 06 day of February, 2009, by Jane T. Floyd, the President of CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC. a Utah Non Profit Corporation, for and on behalf of said Non-Profit Corporation.

Rebecca J. Williams
Notary Public
My Commission Expires: 8-11-2009

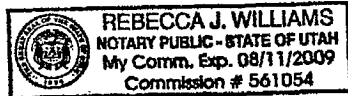


EXHIBIT "A"

Part of Lot 3, Block 3, Plat "F" Logan Farm Survey, described as follows: Beginning at a point in the West line of Fourth East Street, Logan, Utah 368.0 feet North of the Southeast corner of said Lot 3, and running thence North in said West line of Street 253.7 feet, thence South 89°36' West 432.0 feet to the East bank of the Logan-Hyde Park Twin Canals; thence Southwesterly following said Logan-Hyde Park Twin Canals 423.5 feet to a point 198.0 feet North and 457.0 feet West of said Southeast corner of Lot 3; thence North 89°45' East 186.0 feet; thence North 170.0 feet; thence North 89°45' East 271.0 feet to the place of beginning. Further described as being situated in the Northwest quarter of Section 27, Township 12 North, Range 1 East of the Salt Lake Base and Meridian. Containing 2.61 acres.

Being subject to a right-of-way 20.0 feet in width for ingress and egress, the center line of which is described as follows: Beginning at a point 611.7 feet North of said Southeast corner of Lot 3, Block 3, Plat "F", Logan City Survey and running thence West 325.0 feet. Also, a right-of-way for the Logan-Hyde Park Canal across the West 10.0 feet of the above described property.

which also includes the following:

Parcel #07-146-0001: Unit 1 Bldg. 1251 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0002: Unit 2 Bldg. 1251 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0003: Unit 3 Bldg. 1251 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0004: Unit 4 Bldg. 1251 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0005: Unit 1 Bldg. 1253 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0006: Unit 2 Bldg. 1253 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0007: Unit 3 Bldg. 1253 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0008: Unit 4 Bldg. 1253 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0009: Unit 1 Bldg. 1261 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0010: Unit 2 Bldg. 1261 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0011: Unit 3 Bldg. 1261 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0012: Unit 4 Bldg. 1261 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0013: Unit 1 Bldg. 1263 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0014: Unit 2 Bldg. 1263 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0015: Unit 3 Bldg. 1263 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0016: Unit 4 Bldg. 1263 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0017: Unit 1 Bldg. 1265 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0018: Unit 2 Bldg. 1265 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0019: Unit 3 Bldg. 1265 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0020: Unit 4 Bldg. 1265 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0021: Unit 1 Bldg. 1269 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0022: Unit 2 Bldg. 1269 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0023: Unit 3 Bldg. 1269 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0024: Unit 4 Bldg. 1269 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0025: Unit 1 Bldg. 1273 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0026: Unit 2 Bldg. 1273 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0027: Unit 3 Bldg. 1273 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0028: Unit 4 Bldg. 1273 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0029: Unit 1 Bldg. 1275 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0030: Unit 2 Bldg. 1275 Cedar Creek #1 Townhouse Dev.
 Parcel #07-146-0031: Unit 3 Bldg. 1275 Cedar Creek #1 Townhouse Dev.

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Parcel #07-146-0032: Unit 4 Bldg. 1275 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0033: Unit 1 Bldg. 1281 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0034: Unit 2 Bldg. 1281 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0035: Unit 3 Bldg. 1281 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0036: Unit 4 Bldg. 1281 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0037: Unit 1 Bldg. 1283 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0038: Unit 2 Bldg. 1283 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0039: Unit 3 Bldg. 1283 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0040: Unit 4 Bldg. 1283 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0041: Unit 1 Bldg. 1285 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0042: Unit 2 Bldg. 1285 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0043: Unit 3 Bldg. 1285 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0044: Unit 4 Bldg. 1285 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0045: Unit 1 Bldg. 1289 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0046: Unit 2 Bldg. 1289 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0047: Unit 3 Bldg. 1289 Cedar Creek #1 Townhouse Dev.
Parcel #07-146-0048: Unit 4 Bldg. 1289 Cedar Creek #1 Townhouse Dev.

Ent 989557 Bk 1553 Pg 1453

EXHIBIT "B"
LOT OWNER SIGNATURES

Ent 989557 Blk 1553 Pg 1454

I/ we certify that I/we are the Unit Owner(s) of Unit 1, Building 1253, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Catherine Bingham (Signature) 4-19-2019 (Date)

Catherine Bingham (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)

_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1455

I/ we certify that I/we are the Unit Owner(s) of Unit 1, Building 1275, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

[Signature] (Signature) 1 sept 08 (Date)

Casey m Clegg (Printed Name or Entity)

Joint-Owner (if applicable)

[Signature] (Signature) 1 sept 08 (Date)

Michele Clegg (Printed Name)

Ent 989557 # 1553 Pg 1456

I/we certify that I/we are the Unit Owner(s) of Unit 1267, Building 1233, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

J. V. (Signature) 08/27/2009 (Date)

Juan Trujillo (Printed Name or Entity)

Joint-Owner (if applicable)

[Signature] (Signature) 08/23/2009 (Date)

Qua M. Trujillo (Printed Name)

Ent 989557 Bk 1553 Pg 1457

I/ we certify that I/we are the Unit Owner(s) of Unit 1, Building 285 and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Stephanie Jensen (Signature)

Sept 4, 2015 (Date)

Stephanie Jensen (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature)

_____ (Date)

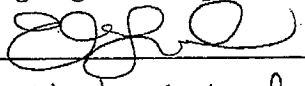
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1458

I/ we certify that I/we are the Unit Owner(s) of Unit 1, Building 1209, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

 (Signature) 2/16/08 (Date)
Elizabeth Lord (Printed Name or Entity)

Joint-Owner (if applicable)

X (Signature) X (Date)
____ (Printed Name)

Ent 989557 Bk 1553 Pg 1459

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1251, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Richard Datwyler (Signature) 8/23/08 (Date)

Richard Datwyler (Printed Name or Entity)

Joint-Owner (if applicable)

Tannie Datwyler (Signature) 8/23/08 (Date)

Tannie Datwyler (Printed Name)

Ent 989557 Bk 1553 Pg 1460

(1263 N 400E #2)

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1263, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

[Handwritten Signature] (Signature) 7-28-08 (Date)
HECTOR E. MARIA (Printed Name or Entity)

Joint-Owner (if applicable)

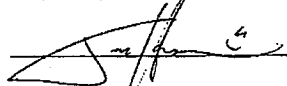
_____ (Signature) _____ (Date)
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1461

I/ we certify that I/we are the Unit Owner(s) of Unit ~~1265~~^{#12}, Building 1265, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

 (Signature) July 7, 2008 (Date)
Tedd Henke (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1462

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1269, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Lisa McNeely (Signature) 9/10/08 (Date)
LISA McNeely (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1463

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1273 and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Archie Alan Larsen (Signature) 7/28/08 (Date)
Archie Alan Larsen (Printed Name or Entity)

Joint-Owner (if applicable)

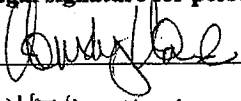
Sheri Larsen (Signature) 7/28/08 (Date)
Sheri Larsen (Printed Name)

Ent 989557 Bk 1553 Pg 1464

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1275, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

 (Signature) 9/10/08 (Date)
WENDY WARD (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)
_____ (Printed Name)

Doc 989557 & 1553 Pg 1445

I/ we certify that I/we are the Unit Owner(s) of Unit 2, Building 1281, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

James A. Sundberg (Signature) 2 Jun 08 (Date)
JAMES A. SUNDBERG (Printed Name or Entity)

Joint-Owner (if applicable)

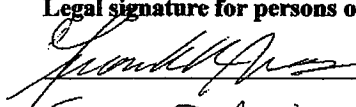
Joe Sundberg (Signature) 07/02/08 (Date)
Joseph Sundberg (Printed Name)

Ent 989557 Bk 1553 Pg 1466

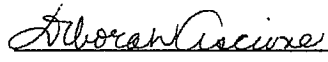
I/ we certify that I/we are the Unit Owner(s) of Unit 3, Building 1253 and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

 (Signature) 7/08/08 (Date)
FRANK R. ASCIONE (Printed Name or Entity)

Joint-Owner (if applicable)

 (Signature) JULY 8, 2008 (Date)
DEBORAH ASCIONE (Printed Name)

Ent 989557 Bk 1553 Pg 1467

I/ we certify that I/we are the Unit Owner(s) of Unit # 3, Building 1263 and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

John P. Workman (Signature) 7-8-08 (Date)

JOHN P. WORKMAN (Printed Name or Entity)

Joint-Owner (if applicable)

Luella J. Workman (Signature) 7-8-08 (Date)

LOUELLA J. WORKMAN (Printed Name)

Ent 989557 Bk 1553 Pg 1468

I/ we certify that I/we are the Unit Owner(s) of Unit 3, Building 1269, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Sarah Ohms (Signature) 9/16/08 (Date)

Sarah Ohms (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)

_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1469

I/ we certify that I/we are the Unit Owner(s) of Unit 3, Building 273 and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

[Signature] (Signature) 8-30-08 (Date)

Dan Devoe (Printed Name or Entity)

Joint-Owner (if applicable)

[Signature] (Signature) 8-30-08 (Date)

Martha Devoe (Printed Name)

[Signature]
CRAIG DEVOE

9/2/08 DB

[Signature]
JENNIFER DUGMA

9/1/08 DB

Ent 989557 Bk 1553 Pg 1470

I/ we certify that I/we are the Unit Owner(s) of Unit 3, Building 1281 ✓ and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

[Signature] (Signature) July 23rd, 08 (Date)
RON G. MACLEOD (Printed Name or Entity)

Joint-Owner (if applicable)

[Signature] (Signature) July 23rd, 08 (Date)
LISA A MACLEOD (Printed Name)

Ent 989557 Bk 1553 Pg 1471

I/ we certify that I/we are the Unit Owner(s) of Unit 4, Building 1251, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Tina Anderson (Signature) 7/30/08 (Date)

Bla C Carlson (Printed Name or Entity)

Joint-Owner (if applicable)

Bla C Carlson (Signature) 7/30/08 (Date)

_____ (Printed Name)

Ent. 989557 Bk 1553 Pg 1472

I, Randy K. Roskelley, have reviewed the amended Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development as presented by Cedar Creek #1 Homeowner's Association, Inc.

I certify that I am the Unit Owner of Unit 4, Building 1253, and the record holder or holder of title to said Unit.

Owner
Randy K. Roskelley (Signature) 9-9-08 (Date)
Randy K. Roskelley (Printed Name)

Joint-Owner (if applicable)
____ (Signature) _____ (Date)
____ (Printed Name)

I accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Owner
Randy K. Roskelley (Signature) 9-9-08 (Date)
____ (Printed Name)

Joint-Owner (if applicable)
____ (Signature) _____ (Date)
____ (Printed Name)

Est 989557 Bk 1553 Pg 1473

Comments:

Cedar Creek Homeowner's Association
Lifestyle Real Estate
550 N. Main St., Suite 109
Logan, UT 84341

I/ we certify that I/we are the Unit Owner(s) of Unit 4, Building 1261, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Cynthia L. Johnson (Signature) 9-16-08 (Date)

Cynthia L. Johnson (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)

_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1474

I/we certify that I/we are the Unit Owner(s) of Unit 4, Building 1273, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Jessica Ensign (Signature) 9/14/08 (Date)

Jessica Ensign (Printed Name or Entity)

Joint-Owner (if applicable)

Brenda H. Ensign (Signature) 9/14/08 (Date)

Brenda H. Ensign (Printed Name)

Ent 989557 Bk 1553 Pg 1475

I/we certify that I/we are the Unit Owner(s) of Unit 4, Building 1275, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Bryan Harper (Signature) 7-18-08 (Date)

Bryan Harper (Printed Name or Entity)

Joint-Owner (if applicable)

Alyssa Harper (Signature) 7-18-08 (Date)

Alyssa Harper (Printed Name)

Ent 989557 # 1553 Pg 1476

I/ we certify that I/we are the Unit Owner(s) of Unit 4, Building 1281, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Cory D Schow (Signature) 8/1/08 (Date)

CORY D SCHOW (Printed Name or Entity)

Joint-Owner (if applicable)

Danielle Schow (Signature) 8/1/08 (Date)

Danielle Schow (Printed Name)

Ent 989557 Bk 1553 Pg 1477

I/ we certify that I/we are the Unit Owner(s) of Unit 283, Building 4, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

[Signature] (Signature) 9/09/08 (Date)

Stacey Fisk (Printed Name or Entity)

Joint-Owner (if applicable).

_____ (Signature) _____ (Date)

_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1478

I/ we certify that I/we are the Unit Owner(s) of Unit 4, Building 1285, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

James T. Floyd (Signature) 9/16/08 (Date)
Jane T. Floyd (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1479

I/ we certify that I/we are the Unit Owner(s) of Unit #4, Building 1289, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

Jay S. Bushell (Signature) 1/21/09 (Date)
Jayne S. Bushell (Printed Name or Entity)

Joint-Owner (if applicable)

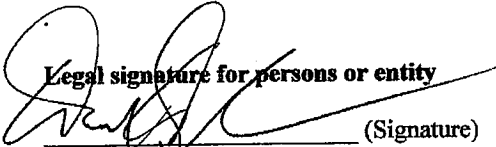
_____ (Signature) _____ (Date)
_____ (Printed Name)

Ent 989557 Bk 1553 Pg 1480

1261 #1 + #3
1263 #1 + #4
1281 #1

I/ we certify that I/we are the Unit Owner(s) of Unit _____, Building _____, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity


(Signature)

7/18/07 (Date)

David Drake (Printed Name or Entity)

Joint-Owner (if applicable)

_____(Signature) _____(Date)

_____(Printed Name)

Ent 989557 Bk 1553 Pg 1481

1283 #3
1285 #2
1253 #2
1269 #1
1269 #4

I/ we certify that I/we are the Unit Owner(s) of Unit _____, Building _____, and the recorded owners or holder of title to said Unit in the Cedar Creek Townhomes Development #1

I/we accept the proposed amendments to the Covenants, Conditions, and Restrictions of Cedar Creek #1 Townhouse Development.

Legal signature for persons or entity

L.D. White (Signature) 10-23-08 (Date)

L.D. WHITE (Printed Name or Entity)

Joint-Owner (if applicable)

_____ (Signature) _____ (Date)

_____ (Printed Name)

Ent 989557 # 1553 Pg 1482

423174

22 1979

STATE OF UTAH
COUNTY OF CACHE
FILED AND RECORDED FOR
Northern Hills Company
MAY 22 3 00 PM '79
MILFEE NEED
COUNTY RECORDER
DEPUTY

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CEDAR CREEK HOMEOWNER'S ASSOCIATION, INC.

TOWNHOUSE DEVELOPMENT

THIS DECLARATION, made this 21 day of May, 1979,
by WESTERN SIERRA DEVELOPMENT CORPORATION hereinafter referred
to as Declarant.

W E T N E S S E T H E

WHEREAS, Declarant is the owner of certain real property
in Logan, County of Cache, State of Utah, which is more particu-
larly described as:

Part of Lot 3, Block 3, Plat "B", Logan Farm Survey,
described as follows:

Beginning at a point on the West line of Fourth East
Street, Logan, Utah, 368.0 feet North of the Southeast
corner of said Lot 3, and running thence North in said
West line of street 253.7 feet; thence South 89°36'
West 432.0 feet to the Logan-Hyde Park Twin Canals;
thence Southwesterly following said Logan-Hyde Park
Twin Canals 423.5 feet to a point 198.0 feet North
of the South line of said Lot 3; thence North 89°15'
East 186.0 feet; thence North 170.0 feet; thence North
89°15' East 271.0 feet to the place of beginning.

Further being described as being situated in the Northwest
quarter of Section 27, Township 12 North, Range 1 East
of the Salt Lake Base and Meridian, containing 2.61
acres.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant has incorporated under the laws of the State of Utah, as a non-profit corporation, CEDAR CREEK HOMEOWNER'S ASSOCIATION, for the purpose of exercising the functions afore-said;

NOW THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, its successors and assigns.

(b) "The Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(c) "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Part of Lot 3, Block 3, Plat "F", Logan Farm Survey, described as follows:

Beginning at a point in the West line of Fourth East Street, Logan, Utah, 368.0 feet North of the Southeast Corner of said Lot 3, and running thence North in said West line of street 253.7 feet; thence South 89°36' West 432.0 feet to the Logan-Hyde Park Twin Canals; thence Southwesterly following said Logan-Hyde Park Twin Canals 423.5 feet to a point 196.0 feet North of the South line of said Lot 3; thence North 89°45' East 186.0 feet; thence North 70.0 feet; thence North 89°45' East 271.0 feet to the place of beginning.

Further described as being situated in the Northwest Quarter of Section 27, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, containing 2.61 acres.

Excepting therefrom Lots #1251 to 1280, inclusive, as depicted in that certain Plat recorded MAY 22 1973 as filing No. 423173 in the office of the Recorder, Garfield County, Utah.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Area as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, including contract sellers and shall not refer to any person or entity holding fee simple title to a Lot merely as security for the performance of an obligation.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1, hereof.

(h) "Declarant" shall mean and refer to Western Sierra Development Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A. Class A members shall be those Members as defined in Section 1 of this Article III.

Class B. Class B Members shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On May 1, 1980.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 2 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, which mortgage shall not be effective until an instrument agreeing to such mortgage has been signed by 2/3 of each class of members and has been recorded. In the event

of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights and rights to use the recreation facilities by any Member for any period during which any assessment against his lot remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area; and,

(d) The right of individual Members to the exclusive use of parking spaces as provided in Section 3 hereof; and

(e) 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 agreed to by the Members provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and

action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 3. Parking Rights: The Association shall maintain upon the Common Area at least one covered parking space (carport) for each Living Unit; the carport and storage area to be assigned shall bear the same number as the Living Unit. For example, Unit 1261 (1) shall receive the carport and storage area assigned the same number on the recorded plat referred to in Section 1 (c) hereinabove. Subject to reasonable rules and conditions, the carport and storage area assigned to each Living Unit shall be for the exclusive use of the Members residing therein, their families, lessees' families, contract purchasers' families, and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to exclusive use of such carport shall be appurtenant to and shall pass with the title to each Living Unit.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned by him within The Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance for the Common Area, and the repair and replacement of improvements thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the Maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the Maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by section 3, hereof, the Association may levy in any assessment year a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized by Section 3 and 4 hereof shall be as follows:

At the first meeting called, written notice of which must be sent at least 30 but not more than 60 days prior to the date of the meeting, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 7 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Trustees: The Board of Trustees of the Association shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each annual assessment and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Area as defined in Article I, Section 1 (c) hereof;
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to

for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofings: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location

within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with fully.

ARTICLE VIII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance: In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article IV hereof, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, excluding exterior glass surfaces.

Section 2. Access at Reasonable Hours: For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE VIII
OWNERS OBLIGATIONS AND LIMITATIONS

Section 1. Owners Obligation to Repair: Each Owner shall, at the Owner's expense, keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.

The Owner shall also, at the Owner's own expense, keep the interior of the common ownership cannot assigned to his Unit and parking spaces reserved to his use as Common Areas in a clean and orderly condition. The Association and manager shall not, by virtue of their positions, be responsible

to the Owner for loss or damage by theft, or otherwise of articles which may be stored by the Owners in the Common Areas, storage area, or carport, unless such loss or damage is due to the negligent or willful misconduct of the Association or any of its agents.

Section 2. Prohibition Against Structural Changes by Owners. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of The Property or impair any easement or hereditament. The Owner shall not paint or decorate any portions of the exterior of the building or other Common Area or any portion of the fences, carport, or any other area contained therein without first obtaining written consent of the Association.

Section 3. Limitation of the Use of the Units and Common and Limited Common Areas. The Units and Common Area shall be occupied and used as follows:

(a) No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessee's family or the contract purchaser's family and their guests.

(b) There shall be no obstruction of the Common Area except in the case of designated storage areas. Nothing shall be stored in the Common Area without the prior consent of the Association.

(c) Nothing shall be done or kept in the Common Area which will increase the rate of insurance thereon, without the prior written consent of the Association. No Owner shall permit any thing to be done or kept in the Common Area which will result in the cancellation or insurance of any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

(d) Owners may display "For Rent" or "For Sale" signs on the exterior of the apartments without prior consent of the Association provided the dimensions of said signs do not exceed the dimensions of one foot by two feet (1' x 2'). No other sign of any kind shall be displayed to the public view on or from any Unit or the Common Area without the prior consent of the Association.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the Common Area, except that dogs, cats, or other household pets may be kept at units subject to rules and regulations adopted by the Association.

(f) No noxious or offensive activity shall be carried on in any Unit in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners;

(g) Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

(h) None of the rights and obligations of the Owners created herein or by the deed creating the Unit shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

Section 4. Entry for Repairs: The Association or its agents may enter any Unit when necessary in connection with any maintenance, repair, replacement, inspection or construction for which the Association is responsible. Such entry

shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any amendment must be recorded.

Section 4. Notices. Any notice required to be sent to any Member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed first class, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. EHA/VA Approval. As long as there is a Class B Membership, the following action will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional property, dedication of Common Area, an amendment of this Declaration of Covenants and Restrictions.

Western Sierra Development, Corp.


David T. Ntelsen
President



STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On the 21st day of May, A.D. 1979,
personally appeared before me David T. Ntelsen
who, being by me duly sworn, did say that he is (are) the
President
respectively of the Western Sierra Development Corp. and that
the said instrument was signed in behalf of said Corporation by
authority of the Board of Directors.

and the aforesaid officers acknowledged to me that said
corporation executed the same.


Notary Public



Commission expires: 12-22-84

Residing in: Togan, Utah