

COMMITMENT FOR TITLE INSURANCE

Issued by



Commitment No.

Commonwealth Land Title Insurance Company, a Nebraska corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

UT0006 Founders Title Company
Founders Title Company Of Davis
748 W Heritage Park Blvd Ste 202
Layton, UT 84041
Tel: (801) 773-3747
Fax: (801) 773-8584

Countersigned: *Donald K. Shoup*
Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: *Greg M. Piller*

ATTEST *[Signature]* Secretary

President

Secretary

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Issued from the
office of:

**FOUNDERS TITLE
COMPANY OF DAVIS**

748 West Heritage Park Blvd. #202
Layton, Utah 84041

Phone: (801) 773-3747
Fax: (801) 773-8584

Form B 1004-8

**COMMITMENT FOR
TITLE INSURANCE**

American Land Title Association (1966)

Issued by

**Commonwealth Land
Title Insurance Company**

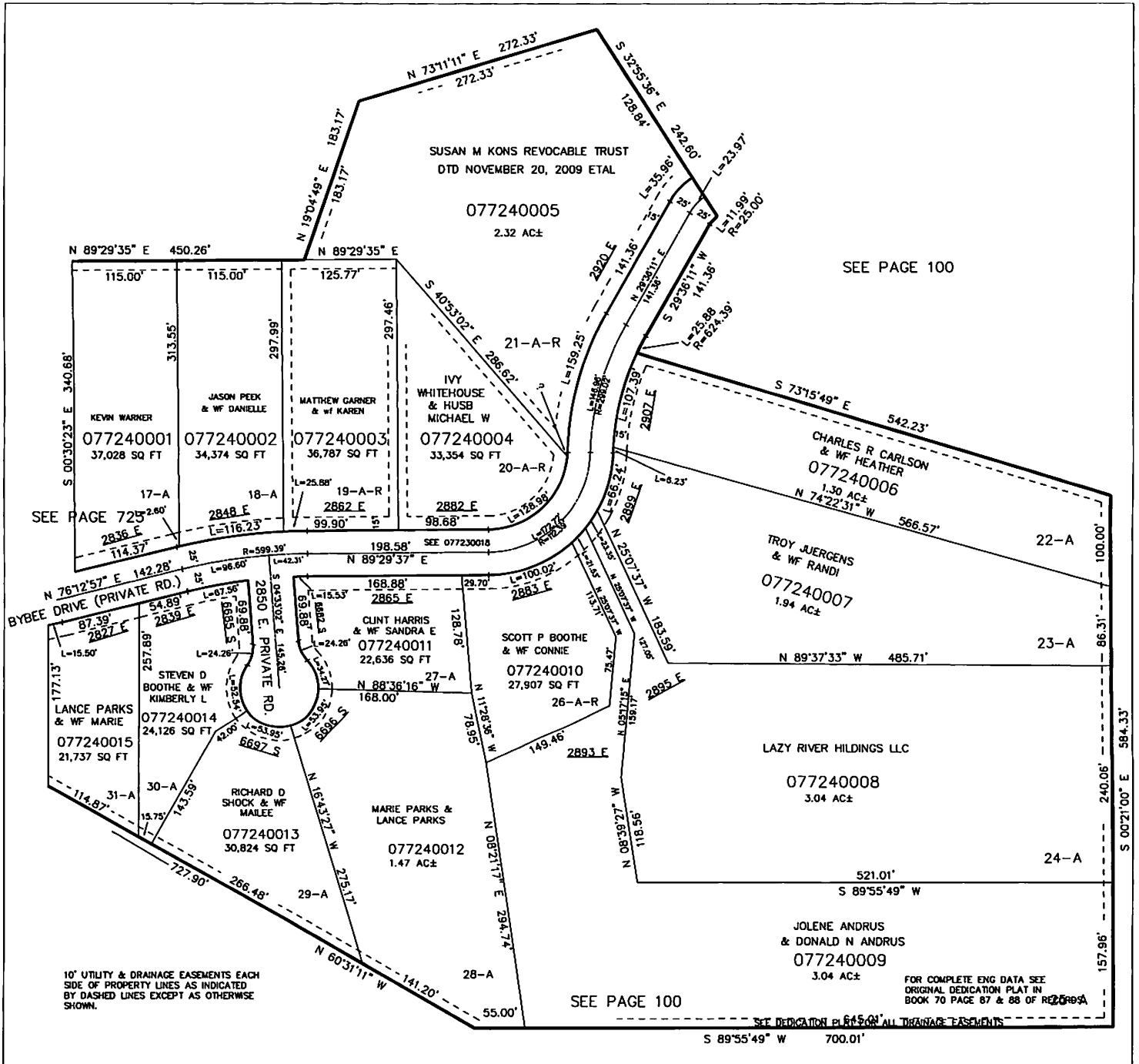
Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.

Commonwealth

PART OF THE NE 1/4, OF SECTION 26, AND THE NW 1/4, OF SECTION 25, T.5N., R.1W., S.L.B. & M.
CEDAR COVE ESTATES 3RD AMENDMENT

WEBER COUNTY
 SCALE 1" = 100'

TAXING UNIT: 54



COMMONWEALTH LAND TITLE INSURANCE COMPANY

**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

Commonwealth Land Title Insurance Company, a Nebraska Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Founders Title Company
748 W. Heritage Park Blvd, #202
Layton, Utah 84041



Ronald K. Thompson, Sr. Title Officer



By: 

ATTEST  President

Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No.: 16-020938

1. Effective Date: April 25, 2016 at 12:00 AM

2. Policy or Policies to be issued:	Amount
(a) Owner's Policy (ALTA Owners Policy (02/03/10))	
Proposed Insured:	\$0.00
	Premium: \$0.00

Endorsements to be issued:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

MARIE PARKS and LANCE PARKS, as joint tenants

5. The land referred to in the Commitment is described as follows:

SEE EXHIBIT ATTACHED HERETO

For Identification Purposes Only: 6696 SOUTH 2850 EAST, UINTAH, UT 84403

Founders Title Company
748 W. Heritage Park Blvd, #202
Layton, Utah 84041

Ronald K. Thompson, Sr. Title Officer



By:

ATTEST

President

Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA 2006 Commitment

SCHEDULE B

File No.: 16-020938

The following requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA 2006 Commitment

SCHEDULE B - SECTION II EXCEPTIONS

File No.: 16-020938

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.

9. Taxes for the year 2016 are now a lien, but not yet due.
Tax ID No. 07-724-0012. (2015 taxes were paid in the amount of \$2,100.15)
10. Said property is included within the boundaries of WEBER BASIN WATER CONSERVANCY DISTRICT, TAYLOR-WEST WEBER CULINARY WATER IMPROVEMENT DISTRICT and WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4, and is subject to the charges and assessments thereof.

SCHEDULE B
(Continued)

11. RESOLUTION 23-2005, a Resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
12. Easements, Notes and/or Setback Lines as delineated and/or dedicated on the Official Recorded Plat.
13. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in instrument: Recorded: 05/13/03 Entry No: 2368 Book/Page: 266

Amendment to said Covenants: Recorded: 04/06/09 Entry No: 2403007 Book/Page: N/A

Said Declaration provided among other things for the formation of a management board which has the power to assess charges for maintenance.

Payment of any fees due to the Homeowners Association.
14. Subject to the following as shown on the recorded plat:
 - a. 100' Fault Line Easement along the Easterly portion
 - b. 30' and 15' drainage easements as shown
 - c. Detention Basin Easement
15. Land Use Agreement "Right of Way" between Mr. Rick Shock and Uintah City and the Utah State Division of Wildlife Resources recorded 05/26/10 as Entry No. 1474390.
16. RESOLUTION NO. 27-2012 Confirming the tax to be levied for Municipal Services provided to the unincorporated are of Weber County recorded 12/13/12 as Entry No. 2610456.

Inquiries regarding Escrow/Closing of this transaction should be directed to

T.K. Fenner at 801-773-3747.

Inquiries regarding this commitment should be directed to:

RON THOMPSON
JIM C. MORRIS

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B
(Continued)

NOTE: Judgments were checked as to MARIE PARKS and LANCE PARKS and no unsatisfied judgments were found.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA 2006 Commitment

EXHIBIT A

File No.: 16-020938

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

All of Lot **28A, CEDAR COVE ESTATES 3RD AMENDMENT**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **WEBER** County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. 07-724-0012

Cedar Cove Estates 3rd Amendment

PART OF THE NE 1/4 OF SECTION 26, AND THE NW 1/4 OF SECTION 25, T.5N., R.1W., S.L.B. & M., U.S. SURVEY
WEBER COUNTY, UTAH
SEPTEMBER, 2009

Basis of Bearings

THE BASIS OF BEARINGS FOR THIS PLAN IS THE UTAH COORDINATE SYSTEM 1927 NORTH ZONE, AS DETERMINED LOCALLY BY THE LINE BETWEEN THE NW CORNER AND THE SW CORNER OF SECTION 25, T.5N., R.1W., S.L.B. & M., U.S. SURVEY, SHOWN HEREON AS: 500729.52'

Narrative

THE PURPOSE OF THIS PLAN IS TO AMEND THE CEDAR COVE ESTATES SUBDIVISION, INCORPORATING ALL PREVIOUS AMENDMENTS AND TO REDUCE THE RIGHT OF WAY ALONG BRIDGE DRIVE AND 2050 EAST STREET, (PRIVATE ROADS) FROM 60 FEET TO 50 FEET AND THE CUL-DE-SAC ON 2833 EAST TO 43 FEET INSTEAD OF 50 FEET. THIS CHANGE WILL ALLOW EXISTING STRUCTURES TO OBTAIN THE PROPER SET-BACK WITHIN THE DEVELOPMENT. ALL CURB AND CUTTER IMPROVEMENTS WILL REMAIN WITHIN THE NEW RIGHTS-OF-WAY. THE OUTER BOUNDARY OF THE SUBDIVISION IS NOT CHANGED FROM THE ORIGINAL HEREON. ALL BOUNDARY CORNERS AND LOT CORNERS ARE TO BE MARKED WITH A 5/8" REBAR AND CAP MARKED TREE & ASSOCIATES'.

Boundary Description

PART OF THE NORTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST QUARTER OF SECTION 25, T.5N., R.1W., S.L.B. & M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 500729.52' ALONG THE SECTION LINE 802.91 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S002°32'21" E ALONG SAID LINE 653.60 FEET TO THE SOUTHWEST CORNER OF SPRING CREEK ESTATES SUBDIVISION NO. 3; THENCE ALONG SAID CORNER THE FOLLOWING EIGHT (8) COURSES: (1) 70°21'21" S 450.16 FEET; (2) N10°04'49" E 181.17 FEET; (3) N73°11'17" E 272.33 FEET; (4) S12°35'36" E 242.60 TO A POINT ON A 25.00 FOOT RADIUS CURVE; THE CENTER OF WHICH BEARS S33°55'36" E 250.00 FEET TO THE CENTER OF SAID CURVE; (5) ALONG SAID CURVE TO THE LEFT 11.99 FEET THROUGH A CENTRAL ANGLE OF 47°28'13"; (6) S29°36'11" W 141.36 FEET TO A POINT ON A 274.00 FOOT RADIUS CURVE; THE CENTER OF WHICH BEARS N00°11'17" W 272.90 FEET TO THE WEST LINE OF SAID SECTION 25; (7) ALONG SAID CURVE TO THE LEFT 21.06 FEET THROUGH A CENTRAL ANGLE OF 04°24'12"; AND (8) S73°15'49" E 422.23 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 25; THENCE S002°10'07" E ALONG SAID LINE 584.33 FEET; THENCE S89°35'49" W 700.01 FEET TO THE NORTHEASTLY RIGHT-OF-WAY LINE OF SPRING CREEK RAILROAD; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: (1) N00°11'17" W 272.90 FEET TO THE WEST LINE OF SAID SECTION 25; (2) N002°32'21" E ALONG SAID LINE 57.78 FEET; AND (3) N00°11'17" W 50.50 FEET TO THE SOUTHWEST CORNER OF SHADOW OAKS SUBDIVISION NO. 2; THENCE N00°10'36" W ALONG THE EAST LINE OF SAID SUBDIVISION AND ITS EXTENSION 836.47 FEET TO THE SOUTH LINE OF SHADOW OAKS SUBDIVISION NO. 3; THENCE S89°38'37" E ALONG SAID LINE 784.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 38.36 ACRES

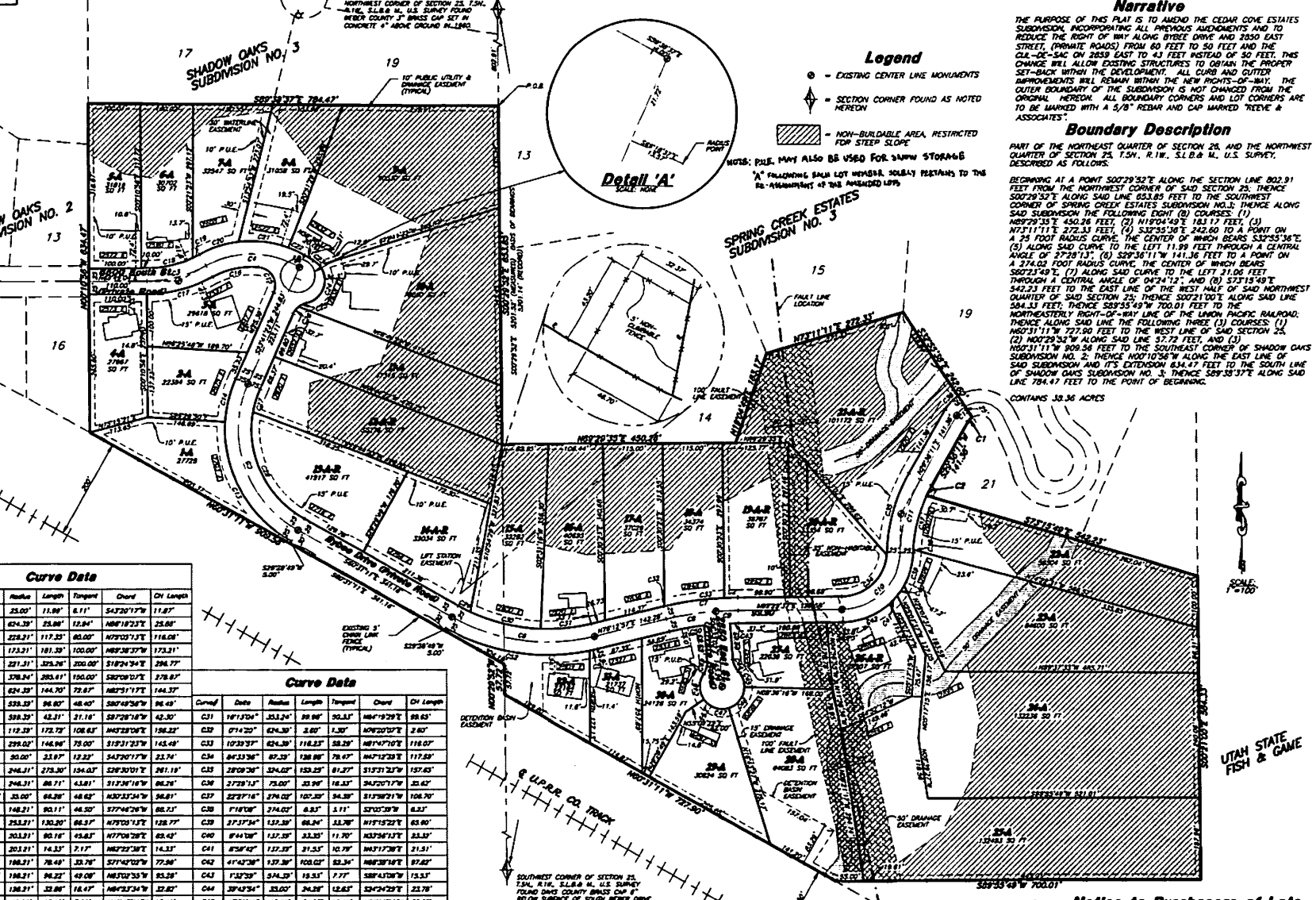
Legend

- - EXISTING CENTER LINE MONUMENTS
- ◆ - SECTION CORNER FOUND AS NOTED HEREON
- ▨ - NON-BUILDABLE AREA, RESTRICTED FOR STEEP SLOPE

NOTES: PILE MAY ALSO BE USED FOR SAWM STORAGE
A' FOUNDINGS SHALL NOT BE USED. SOLIDITY REMAINS TO BE RE-EVALUATED AS THE AMENDED LOTS

Detail 'A'
SCALE: NONE

2



Curve Data

Radius	Length	Tangent	Chord	Ch Length
25.00'	11.89'	6.11'	S43°20'17" E	11.87'
624.39'	25.88'	12.84'	N86°12'23" E	25.88'
228.21'	117.23'	60.00'	N79°02'13" E	116.08'
173.21'	181.29'	100.00'	N89°38'27" E	173.21'
271.31'	326.26'	200.00'	S17°24'34" E	294.77'
278.54'	285.41'	150.00'	S27°08'07" E	278.47'
624.39'	144.70'	72.87'	N82°31'17" E	144.37'
332.30'	96.87'	48.40'	S80°48'36" E	96.49'
398.29'	42.31'	21.16'	S87°28'18" W	42.30'
179.19'	178.72'	108.63'	N49°29'08" E	158.22'
298.02'	148.94'	75.00'	S19°31'23" W	143.49'
30.00'	23.87'	12.92'	S43°20'17" W	23.74'
294.31'	278.20'	154.03'	S28°30'01" E	261.19'
294.31'	86.71'	43.31'	S13°28'18" W	86.78'
33.00'	66.28'	33.10'	N30°23'24" E	36.81'
148.21'	90.11'	45.00'	S77°46'28" W	86.23'
253.21'	130.20'	66.21'	N79°02'13" E	128.77'
203.21'	80.18'	40.09'	N77°08'28" E	80.42'
203.21'	143.21'	71.17'	N87°28'38" E	143.31'
188.21'	78.49'	39.28'	S71°42'38" W	77.98'
188.21'	94.22'	47.08'	N85°02'33" E	93.58'
188.21'	32.88'	16.47'	N89°23'34" E	32.85'
45.00'	18.48'	7.82'	N89°27'11" W	18.41'
45.00'	82.78'	25.10'	N10°08'30" E	77.20'
35.00'	16.00'	8.14'	S89°02'33" W	15.86'
35.00'	17.21'	8.61'	S87°17'31" W	17.13'
188.21'	46.22'	23.10'	S19°46'28" W	46.41'
188.21'	240.00'	120.00'	S29°12'31" E	235.88'
332.24'	28.47'	14.23'	S87°40'28" E	28.49'
332.24'	140.28'	70.17'	S79°17'29" E	139.24'

Curve Data

Radius	Length	Tangent	Chord	Ch Length
332.24'	28.47'	14.23'	S87°40'28" E	28.49'
332.24'	140.28'	70.17'	S79°17'29" E	139.24'

WEBER COUNTY PLANNING COMMISSION APPROVAL
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAN MEETS THE REQUIREMENTS OF THE WEBER COUNTY PLANNING COMMISSION.
19 DAY OF December 2009
WEBER COUNTY PLANNING COMMISSION

WEBER COUNTY ENGINEER
I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY ORDINANCES AND THE MINIMUM FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.
Curt Chatterman
SIGNATURE

WEBER COUNTY COMMISSION ACCEPTANCE
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAN, THE DECISION OF THE COMMISSIONERS OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.
SIGNED THIS 19 DAY OF December 2009
WEBER COUNTY COMMISSION

WEBER COUNTY SURVEYOR
I HEREBY CERTIFY THAT THE BEARING AND DISTANCE SURVEYOR'S OFFICE HAS REVIEWED THIS PLAN FOR MATHEMATICAL CORRECTNESS AND ACCORDANCE WITH THE UTAH SURVEYING ACT AND THE PROVISIONS OF THE UTAH SURVEYING ACT. THE APPROVAL OF THIS PLAN BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO DEDICATED THIS PLAN FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.
SIGNED THIS 19 DAY OF December 2009
WEBER COUNTY SURVEYOR

WEBER COUNTY ATTORNEY
I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAN AND IN MY OPINION THEY COMPLY WITH THE COUNTY ORDINANCE APPLICABLE HERETO AND NOW IN FORCE AND EFFECT.
SIGNED THIS 19 DAY OF December 2009
WEBER COUNTY ATTORNEY

WEBER-MORGAN HEALTH DEPARTMENT
I HEREBY CERTIFY THAT THE SOIL, PERCOLATION TESTS, AND SITE CONDITIONS FOR THIS SUBDIVISION HAVE BEEN INVESTIGATED BY THIS OFFICE AND ARE APPROVED FOR ON-SITE WASTEWATER DISPOSAL SYSTEMS.
SIGNED THIS 19 DAY OF December 2009
DIRECTOR, WEBER-MORGAN HEALTH DEPARTMENT

SURVEYOR'S CERTIFICATE
I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR BY THE STATE OF UTAH IN ACCORDANCE WITH TITLE 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN ACCORDING WITH SECTION 13-23-17 AND HAVE MARKED ALL CORNERS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAN, AS A PART OF CEDAR COVE ESTATES 3RD AMENDMENT IN WEBER COUNTY, UTAH CORRECTLY TO THE RESPECTED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS IN ACCORDANCE WITH THE DATA COMPILED FROM RECORDS IN THE RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME OR BY THE FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE ORDINANCES OF WEBER COUNTY, CONCERNING ZONING REQUIREMENTS, LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.
SIGNED THIS 30 DAY OF September 2009
150226
UTAH LICENSE NUMBER
ROBERT D. KUNZ

OWNERS DEDICATION AND CERTIFICATION
WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS SHOWN ON THE PLAN AND NAME SAID TRACT CEDAR COVE ESTATES 3RD AMENDMENT, AND DO HEREBY:
1. DEDICATE AND RESERVE UNTO THEMSELVES, THEIR HEIRS, THEIR SUCCESSORS, AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN CONJUNCTION WITH ALL WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT ARE SUBDIVIDED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS, OR ASSIGNS) AND ACROSS ALL EXPOSED PORTIONS OF SAID TRACT, DESIGNATED ON SAID PLAN AS PRIVATE ROADS (PRIVATE RIGHTS-OF-WAY) ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY A LOT (LAND ASSOCIATION) WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR SUCCESSORS, OR ASSIGNS.
2. GRANT AND DEDICATE A PERPETUAL, RIGHT AND EASEMENT OVER UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM & DETENTION BASINS, DRAINAGE EASEMENTS AND CANALS, MAINTENANCE & SENSITIVE TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATIONAL PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, PIPES OR FOR THE PERPETUAL PRESENTATION OF WATER CHANNELS IN THIS STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNMENT, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN EASEMENTS.
SIGNED THIS 14 DAY OF October 2009
STEVEN A. GREEN, PRESIDENT of Cedar Cove Estates 3rd
STEVEN A. GREEN - VICE PRESIDENT of Cedar Cove Estates 3rd

ACKNOWLEDGMENT
STATE OF UTAH
COUNTY OF Webster
ON THE 14 DAY OF Oct, 2009, PERSONALLY APPEARED THE UNDERSIGNED NOTARY PUBLIC, JILL L. GREEN AND STEVEN A. GREEN, BEING BY ME FULLY KNOWN, ACKNOWLEDGED TO ME THEY WERE THE OWNERS OF SAID CORPORATION AND THAT THEY SOUGHT OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.
JILL L. GREEN
COMMISSION EXPIRES
ANGELA L. HILL
NOTARY PUBLIC

Ree & Associates
100 S. MAIN ST. SUITE 200
SALT LAKE CITY, UT 84111
PHONE: 325-8700
FAX: 325-8701
WWW.REEANDASSOCIATES.COM

WEBER COUNTY
ENTRY NO. 004347
FILED FOR RECORD
11-10-2009
IN BOOK 2009-01
RECORDS, PAGE 57
RECORDED FOR
CEDAR COVE, 0041
WEBER COUNTY RE
BY: JILL L. GREEN

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W1938677

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
CEDAR COVE SUBDIVISION**

THIS DECLARATION, made this 13 day of May, 2003, by Sherwood Homes, LLC, a Utah corporation, Declarant:

RECITALS:

A. Declarant is the owner of certain property in the County of Weber County, State of Utah, which is described as:

Parcel 1: ~~Tax ID#07-100-0012~~

Part of the Northwest Quarter of Section 25, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning 156.33 feet, more or less, South from the Northwest corner of the South half of the Northwest Quarter of Section 25, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey; running thence South 0 degrees 06'36" East 482.01 feet to Union Pacific right of way, South 61 degrees 07'10 East 717.39 feet along said right of way to a point 700 feet West of the East line of the West half of said Quarter section, thence East 700 feet to the said East line, thence North 1 degrees 08'47" West 589.28 feet, more or less, along 1/16 section line to a point South 73 degrees 52'00" East of the Southeast corner of Lot 21, Spring Creek Estates Subdivision No. 3, thence North 73 degrees 52'00" West 538.51 feet, more or less, thence Northeasterly along the arc of a 274.02 foot radius curve to the right a distance of 21.06 feet (LC_North 26 degrees 47'54" East 21.05 feet), thence North 29 degrees 00'00" East 141.36 feet, thence Northeasterly along the arc of a 25.00 foot radius curve to the right a distance 11.99 feet (LC_North 42 degrees 44'07" East 11.87 feet), thence North 33 degrees 31'47" West 242.60 feet, thence South 72 degrees 35'00" West 272.33 feet, thence South 18 degrees 27'38" West 183.17 feet, thence South 88 degrees 53'24" West 450.00 feet to the point of beginning.

Parcel 2: ~~Tax ID#07.101-0002, 0108~~

A part of the Northeast Quarter of Section 26, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southeast Corner of Lot 19, Shadow Oaks Subdivision No. 3, in Weber County, Utah; said point being 802.91 feet South 0 degrees 51'15" East from the Northeast Corner of said Quarter Section; and running thence South 0 degrees 51'15" East 107667 feet to the Northerly line of the Union Pacific Railroad; thence North 60 degrees 56'33" West 908.91 feet along said Northerly line to the Easterly line of the existing Uintah Town Corporate limits, also being the Southeast corner of Lot 16, Shadow Oaks Subdivision No. 2, Town of Uintah, Weber County, Utah; thence North 0 degrees 32'19" West 635.13 feet along said Easterly line to the Southwest corner of Lot 17 of said Shadow Oaks Subdivision No. 3; thence East 784.43 feet along the Southerly line of said No. 3 to the point of beginning.

07-617-0001 to 0014
07-618-0001 to 0008
07-619-0001 to 0010

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DOUG CROFTS, WEBER COUNTY RECORDER
13-MAY-03 429 PM FEE \$75.00 DEP JPM
REC FOR: SHERWOOD.HOMES

Together with all buildings, fixtures and improvements thereon and all water rights, right of way, easements, rents, issues, profits, income, tenements, hereditament, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to an conferred upon Beneficiary to collect and apply such rents, issues, and profits;

The Subdivision Plat is now recorded in Book _____, at Page _____ of the records in the Office of the Weber County Recorder, State of Utah.

"The Properties."

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the real property described above ("Properties"), to create a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act to be known as Cedar Cove Homeowners Association to which should be delegated and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, which said corporation is sometimes hereafter referred to as the Association.

C. Declarant has caused such corporation to be created, the members of which shall be the respective Owners of Lots.

D. Declarant will develop and convey all of the Properties, as hereinafter defined, pursuant to a general plan for all of the Properties and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth.

There are thirty two (32) subdivision lots pursuant to the provisions of the Subdivision Ordinance of Weber County, and the laws of the State of Utah.

Each Owner of the Lots shall be members of the Association.

E. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties, or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Owner and his respective successors in interest; and may be enforced by any Owner and his successors in interest and by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Properties and construction of improvements therein, nor Declarant's rights to maintain model homes, construction, sales or leasing offices or similar facilities on any property in the Properties owned by Declarant the Association, nor Declarant's right to post signs incidental to construction, sales or leasing, nor Declarant's right to annex additional contiguous territory to the provisions of this Declaration. The foregoing rights are subject to Weber County ordinances and are limited to the Declarant's control period as set forth herein.

**ARTICLE I
Name**

The Properties may be referred to as Cedar Cove Subdivision.

**ARTICLE II
Owner**

Owner shall mean and refer to one (1) or more Persons who holds the record title, to any Lot which is part of the Properties, but excluding in all cases any party holding as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Trustees, the lessee (rather than the fee owner) will be considered the Owner.

**ARTICLE III
Membership**

Every Owner shall be deemed to have one membership in the Association. Each Owner is designated as a Class "A" member. The Declarant is a Class "B" member. The Class "B" member shall have such membership right during the time in which Declarant owns any lot in the subdivision. Declarant's control period shall end upon the expiration of five years from date of recording this instrument or when 75 % of the lots in the subdivision have been sold, whichever occurs first.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Article and the Bylaws. The membership rights of a Lot owned by a corporation, partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Article and the Bylaws.

**ARTICLE IV
Architectural Control**

5.01 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that

such right shall vest in the Owners upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Owners at any time. Unless authorized by the Owners, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Owners for reasonable expenses incurred in the performance of any Design Committee function. Once the Design Committee is fully controlled by the Owners, the Owners shall hold a meeting to elect Design Committee members as needed.

5.02 Actions Requiring Approval. No fence, wall, Dwelling, accessory or addition to a Living Unit visible from the private streets within the property, or landscaping or other improvement of a residential Lot visible from the streets within the property shall be constructed or performed, nor shall any alteration of any structure on any residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

5.03 Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Design Committee and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design, color and location with surrounding structures and topography.

5.04 Design Committee Rules and Architectural Standards. The Owners, in accordance with the amendment provisions of this instrument, may adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

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5.05 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

5.06 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee who shall approve or disapprove the request for variance in writing.

5.07 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

5.08 Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

5.09 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

5.10 Multiple Lot Ownership. Only one Dwelling may be constructed on any Lot. No other storage building, outbuilding, or habitable structure may be permitted on any Lot unless specifically approved by the Design Committee.

5.11 Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Owners or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

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ARTICLE V
Association's Responsibility for Maintenance

The Association shall maintain and keep in good repair the private streets; the Common Expenses and maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of the roads, gates, open spaces, all landscaping, and other flora, structures, and improvements situated upon the property of the Association, including but not limited to water drainage.

All costs associated with maintenance, repair and replacement of the property of the Association shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

ARTICLE VI
Insurance

The Association's Board of Trustees, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the property of the Association. If blanket all-risk coverage is not available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a \$500,000.00 single person limit as respecting bodily injury and property damage, a \$1,000,000.00 limit per occurrence, if reasonably available, and a \$250,000.00 minimum property damage limit

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment

All insurance coverage obtained by the Board of Trustees shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- A. All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and is assigned a financing size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.
- B. All policies shall be for the benefit of the Association, its Members, and Mortgagees providing construction financing for such.
- C. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Trustees; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

- D. In no event shall the insurance coverage obtained and maintained by the Association's Board of Trustees hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees
- E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Weber County, State of Utah area.
- F. The Association's Board of Trustees shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - A. a waiver of subrogation by the insurer as to any claims against the Association's Board of Trustees, its manager, the Owners, and their respective tenants, servants, agents, and guests;
 - B. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
 - C. a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of anyone or more individual Owners;
 - D. a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any Trustee, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or any Mortgagee;
 - E. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - F. that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; Trustees' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Trustees, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Trustees' best business judgment but, if reasonably available may not be less than three (3) months' assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

ARTICLE VII Damage and Destruction

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the property of the Association covered by insurance written in the name of the Association, the Board of Trustees or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and

obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property of the Association. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Association property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the property of the Association shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to property of the Association shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

(c) In the event that it should be determined in the manner described above that the damage or destruction to property of the Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE VIII Disbursement of Proceeds

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided.

Any proceeds remaining after defraying such costs of repair or reconstruction to property of the Association shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and the Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

ARTICLE IX Repair and Reconstruction

If the damage or destruction to property of the Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs, the Board of Trustees shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

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ARTICLE X
Condemnation

Whenever all or any part of the Association property shall be taken (or conveyed in lieu or and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3rds) of the total Association vote by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Association property on which improvements have been constructed, then, unless within sixty (60) days after such taxing Declarant and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Association property to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees of the Association. If such improvements are to be repaired or restored, the above provisions in Section X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Association property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Trustees of the Association shall determine.

ARTICLE XI
Assessments

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Trustees to be commenced at the time and in the manner set forth in Section 18. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Article XIV.

Base Assessments shall be levied equally on all Lots. Special Assessments shall be levied as provided in Article XIV . Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Utah law as computed from the date of delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, nominee of the Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the Association setting forth whether such assessment has been paid as to any particular Lot Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed \$100.00 for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Trustees which may include, without limitation, acceleration of the annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration and not limitation, by non use of Association property or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure or the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Article or by the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

ARTICLE XII Computation of Base Assessment

It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment to be levied for the coming year against each Lot shall be computed by dividing the budgeted Common Expenses by the total number of Lots of the Properties. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment become effective unless disapproved at a meeting of the Members by the vote of Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such membership exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the Current year.

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ARTICLE XIII
Special Assessments

In addition to the Base Assessment, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51 %) percent of the Class " A" vote in the Association and the affirmative vote or written consent of the Class "B" Member , if such exists. The obligation to pay Special Assessments shall be computed on the same basis as for Base Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

ARTICLE XIV
Lien for Assessments

Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote , be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XV
Capital Budget and Contribution

The Board of Trustees shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment

ARTICLES XVI
Date of Commencement of Assessments

The assessments provided for herein shall commence as to each Lot on the first day of the first month following: (i) the date of conveyance of the Lot by Declarant; or (ii) the effective date of the first budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board of Trustees may provide. The first annual assessment shall be adjusted according to the number of

days remaining in the fiscal year at the time assessments commence on the Lot.

ARTICLE XVII
Subordination of the Lien to Institutional First Mortgages

The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorneys fees) provided for herein, shall be subordinate to the lien of any institutional first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first Mortgage, or transfer to an institutional first Mortgagee or third party pursuant to a deed in lieu of foreclosure, 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 lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association collectible to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

ARTICLE XVIII
Capitalization of Association

Upon acquisition of record title to a Lot by the first purchaser thereof other than Declarant or an Owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to 50% of the amount of the annual Base Assessment per Lot for that year as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Article and the Bylaws.

ARTICLE XIX
Liens

Section 1. Liens. Liens arising in connection with the Declarant's ownership of and construction of improvements upon the property to be added must not adversely affect the rights of existing Lot owners or the priority of first mortgages on Lots. All taxes and other assessments relating to such property covering any period prior to the addition of the property must be paid or otherwise satisfactorily provided for by the Declarant.

ARTICLE XX
Architectural Control Committee

There shall be an Architectural Control Committee composed of at least three (3) Members. Declarant shall have the sole right and absolute discretion to appoint the Members of the Architectural Control Committee during the Class "B" Control Period. Thereafter, committee members shall be appointed by the Board of Trustees of the Association. Committee members shall serve until the appointment of their successor and may be removed without cause at any time by the person or persons entitled to appoint their successor in accordance with this paragraph.

ARTICLE XXI
Bounds

During Declarant's Control Period, Declarant reserves the right to change at any time the bounds and the area of any Lot owned by Declarant, provided such change does not adversely affect the access to any Lot sold to a third party, and that such change has been approved and is in accordance with the various County, state and/or federal regulations controlling this subdivision.

ARTICLE XXII
Non-Waiver

The approval of the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed or in connection with any other matter, requiring the approval of the Architectural Control Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Control Committee, one set of plans shall be returned to the Lot Owner and signed "approved" or "disapproved" by the Architectural Control Committee and one set shall be retained by the Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. In order to obtain such approval, the Owner must submit for consideration of the Architectural Control Committee such details and information with relation to the contemplated action as the Architectural Control Committee shall request.

ARTICLE XXIII
Professional Assistance

If at any time the Architectural Control Committee shall determine that it would be in the best interest of The Summit at Ski Lake subdivision for the Architectural Control Committee and/or the Lot Owner to employ professional assistance to design any improvement involved in the proposed work the Architectural Control Committee shall inform such Owner of its determination, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Control Committee shall determine.

ARTICLE XXIV
Immunity of Architectural Control Committee

Notwithstanding the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with restrictions contained in this Declaration, and no member of the Architectural Control Committee shall have any liability, responsibility or obligation whatsoever for any decision or lack thereof, in the carrying out of the duties as member of such Committee. Such Committee and its members shall have only an advisory function and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Owner. Each Owner agrees to save, defend and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such Owner's property or buildings to be constructed on his or her property.

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ARTICLE XXV
Dwelling Construction Restrictions

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out and described in more detail in the Architectural Control Guidelines:

(1) ALL LOTS in the subdivision shall be known and described as residential lots and no main structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached singles family dwelling not to exceed two stories in height and a minimum of a two car attached garage.

(2) No building shall be erected, altered or placed on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural control committee as to the quality of workmanship and materials, harmony of exterior design with the existing homes and as to the location with respect to topography and finish elevation.

(3) All plans and specifications must be approved by the developers prior to starting construction. Construction on all lots must commence within 180 days of the date of purchase and plan approval and proceed in an orderly and expeditious manner. In the event that construction has not been commenced within 180 days, written approval must be obtained from the developers.

(4) All dwellings shall have a minimum of at least ten foot side yards, subject to Weber County ordinance. Eaves, steps and open porches shall not be considered as part of the building. A detached garage or other permitted accessory building shall be placed according to Weber County requirements and Architectural committee approval.

(5) No dwelling shall be permitted on any lot with the finished ground floor area of the main structure, exclusive of open porches and garages, of less than 1400 square feet for the one story dwelling with not less than brick front and 4 feet of brick on both sides, stucco, rock or a combination thereof. Not less than 1,700 square feet finished living space above ground, with a minimum of brick front, rock, or stucco and four feet of brick on each side of the main floor for dwelling of more than one story. Multilevel dwelling not mentioned above must be reviewed for approval and acceptance by the Architectural Control Committee. All homes are required to have a minimum 25 year grade architectural shingles, tile, or wood shake roofs. All roofs shall have a minimum 6/12 pitch roof, a lesser pitch must be approved by the Architectural Control Committee. The construction materials for each home and or detached building shall be of quality equal to or superior to FHA or VA requirements. Concrete tilt up walls, steel buildings and steel framed buildings, log homes and other non-conventional type systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the Architectural Control Committee.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within the easements, no structures, planting, or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels easements. The easement area of each lot and all improvements inn it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No lot line elevation may be altered without the approval of the adjacent property owners and the Architectural Control Committee.

ARTICLE XXVI
Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on the above- described property or any portion of such property, except dogs, cats or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose and that they do not constitute a menace or a nuisance to the community.

ARTICLE XXVII
Temporary Structures

No basement, tent, house trailer, shack, garage, barn or other out building erected in the subdivision shall at any time be used as a residence. No house, travel, camping, horse or similar trailers, boats, snowmobiles, trail bikes, motorcycles, work trucks or machinery of any kind may be parked for more than 72 hours on the Lot premises without special permission from the Architectural Control Committee.

ARTICLE XXVIII
General Restrictions

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out and described in more detail in the Architectural Control Guidelines:

- (1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- (2) No lot shall be maintained as a dumping ground for rubbish, trash, garbage, or other waste, no noxious weed will be allowed to grow, landscaping must begin within six months of possession of the lot. All waster materials shall be kept in a sanitary container, with regular removal when filled. No unsightly material or other objects are to be stored on any lot in view of the general public, trailers, boats, etc. must be kept behind the front line of the house or garage, no RV parking in front of the residence.
- (3) No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.
- (4) No roof top antennas for television, ham radio, citizen band, or similar electronic receiving or sending device shall be permitted within view from any other lot, small satellite dishes or not more than 2 foot diameter will be allowed.

ARTICLE XXIX
Temporary Signs

One sign containing the Lot number of a newly offered homesite by the developer and other signs identifying the developer, model homes for sale and other information may be displayed by the developer.

For a homesite owned by a party other than the developer, no more than one (1) temporary sign per homesite is allowed if it is a new home under construction. This sign must conform with the Weber County Sign Ordinance. After the original sale of a home or Lot by the developer, no temporary sign of any kind may be erected other than the sign described above, except as specifically approved by the Architectural Control Committee.

ARTICLE XXX
Landscaping Control

Each Owner shall maintain his or her Lot in an attractive and safe manner so as not to detract from the community. Weeds that are harmful to native plants or improved garden areas must be kept to a minimum by the Lot Owner .

ARTICLE XXXI
Certain Exceptions for Declarant Activities

Nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's developer transferee, or the employees, contractors, or subcontractors of Declarant or Declarant's developer transferee, from doing on any part or parts of the subdivision whatever they determine may be reasonably necessary or advisable in connection with the development of the subdivision including, but not limited to, constructing and maintaining such structures, including construction trailer and/or construction compound, model homes, which may or may not be occupied as residences, as may be reasonably necessary for the completion of the development of the subdivision conducting the business of establishing the subdivision as a residential community in the disposing of homesites by sale, lease or otherwise; and the maintaining of such sign or signs on any of the homesites owned or controlled by Declarant or Declarant's developer transferee, as may be reasonably necessary or advisable in connection with providing information to potential buyers, sale, lease, or otherwise of subdivision homesites. As used in this section, the words "Declarant's developer transferee" specifically exclude individual purchasers of improved Lots.

ARTICLE XXXII
Modification of Covenants

Subject to prior notification to the Lot Owners, the covenants herein contained can be modified by the developer during the Class B Control Period at the sole discretion of the developer. Thereafter, these covenants can be modified by the affirmative vote of the Members representing seventy-five (75%) percent of the total votes of the Association.

ARTICLE XXXIII
Enforcement

The Board of Trustees and any person who now owns or who may hereafter own property in the subdivision, are specifically given the right to enforce these covenants through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to enjoin or prohibit any such violation and to recover any damages suffered by them from any violation of such restrictions. This specific right of enforcement shall be cumulative and is not intended to include any other remedy that may be available to any person in law or in equity. Any person or persons who bring a successful action to enforce these covenants shall be entitled to recover their reasonable attorney's fees incurred in prosecuting such an action.

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**ARTICLE XXXIV
Indemnification**

The Association shall indemnify every officer, Trustee and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, Trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees to which he or she may be a party by reason of being or having been an officer, Trustee, or committee member. The officers, Trustees, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual wilful misfeasance, malfeasance, misconduct, or bad faith. The officers and Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, Trustee or committee member, or former officer, Trustee or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and Trustees' liability insurance to fund this obligation, if such insurance is reasonably available.

**ARTICLE XXXV
Elements of Encroachment**

There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Association property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to wilful and knowing conduct on the part of an Owner, tenant, or the Association.

**ARTICLE XXXVI
Severability**

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

**ARTICLE XXXVII
Litigation**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote or seventy-five (75%) percent of the Members. In the case of such a vote, and notwithstanding anything contained in this Article or the Articles or Bylaws to the contrary, this section shall not apply, to: (a) actions brought by the Association to enforce the provisions of this Article, (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Declarant has executed this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cedar Cove Subdivision the day and year first above written.

SHERWOOD HOMES, L.L.C.

By: Edward Green
Its: Manager Member

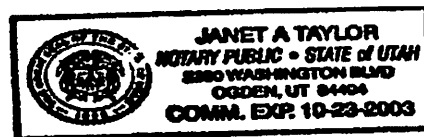
STATE OF UTAH)

:SS

COUNTY OF WEBER)

On the 13 day of May, 2003, personally appeared before me Edward Green, who being by me duly sworn did say that he is the Manager of SHERWOOD HOMES, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument signed in behalf of said corporation by authority of a resolution of its Managers, and Edward Green duly acknowledged to me that said corporation executed the same.

Janet A Taylor
NOTARY PUBLIC



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"W2403007"

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ERNEST D ROWLEY, WEBER COUNTY RECORDER
06-APR-09 437 PM FEE \$69.00 DEP SPY
REC FOR: CEDAR COVE ESTATES HOA

**Amended Declarations of Covenants, Conditions
and Restrictions and Reservation of Easements for Cedar
Cove Estates Subdivision.**

07-617-0001 - 0014
07-618-0001, 0003, 0005-0008
07-619-0003 - 0011

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTONS AND RESERVATION OF EASEMENTS FOR CEDAR COVE SUBDIVISION

This Declaration, made this 6th day of April, 2009, by the Cedar Cove Estates Homeowners Association a non profit organization.

RECITALS:

A. Description of Cedar Cove Estates Subdivision in the County of Weber County, State of Utah, which is described as follows.

Parcel 1:

Part of the Northwest Quarter of Section 25, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning 156.33 feet, more or less, South from the Northwest corner of the South half of the Northwest Quarter of Section 25, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey; running thence South 0 degrees 06'36" East 482.01 feet to Union Pacific right of way, South 61 degrees 07'10 East 717.39 feet along said right of way to a point 700 feet West of the East line of the West half of said Quarter section, thence East 700 feet to the said East line, thence North 1 degrees 08'47" West 589.28 feet, more or less, along 1/16 section line to a point South 73 degrees 52'00" East of the Southeast corner of Lot 21, Spring Creek Estates Subdivisiqn No. 3, thence North 73 degrees 52'00" West 538.51 feet, more or less, thence Northeasterly along the arc of a 274.02 foot radius curve to the right a distance of 21.06 feet (LC_North 26 degrees 47'54" East 21.05 feet), thence North 29 degrees 00'00" East 141.36 feet, thence Northeasterly along the arc of a 25.00 foot radius curve to the right a distance 11.99 feet (LC_North 42 degrees 44'07" East 11.87 feet), thence North 33 degrees 31'47" West 242.60 feet, thence South 72 degrees 35'00" West 272.33 feet, thence South 18 degrees 27'38" West 183.17 feet, thence South 88 degrees 53'24" West 450.00 feet to the point of beginning.

Parcel 2:

A part of the Northeast Quarter of Section 26, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southeast Corner of Lot 19, Shadow Oaks Subdivision No. 3, in Weber County, Utah; said point being 802.91 feet South 0 degrees 51'15" East from the Northeast Corner of said Quarter Section; and running thence South 0 degrees 51'15" East 107667 feet to the Northerly line of the Union Pacific Railroad; thence North 60 degrees 56'33" West 908.91 feet along said Northerly line to the Easterly line of the existing Uintah Town Corporate limits, also being the Southeast corner of Lot 16, Shadow Oaks Subdivision No. 2, Town of Uintah, Weber County, Utah; thence North 0 degrees 32'19" West 635.13 feet along said Easterly line to the Southwest corner of Lot 17 of said Shadow Oaks Subdivision No. 3; thence East 784.43 feet along the Southerly line of said No. 3 to the point of beginning.

A. Cedar Cove Estates Homeowners/Lot owners Association a non profit organization shall administer and enforce the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, which said organization is sometimes referred to as the Association.

B. Homeowners/Lot owners has caused such Association to be created, the members of which shall be the respective owners of lots.

C. There are Thirty Two(32) subdivision Lots pursuant to the provisions of the Subdivision Ordinance of Weber County, and Laws of the State of Utah. Each Owner of the lots shall be members of the Association.

D. The Association hereby declares that all properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, and any interest therein: and shall insure to the benefit of and be binding upon the Cedar Cove Estates Homeowners/Lot Owners Association, in interest and each Owner and his receptive successors in interest; and may be enforced by any Owner and their successors in the interest and by the Association.

Article I

Name

The Properties may be referred to as Cedar Cove Estates Subdivision

Article II

Owner

Owner shall mean and refer to One(1) or more persons who holds the record title, to any Lot which is part of the Properties, but excluding in all cases any paery holding as security for the performance of an obligation. If a Lot is sold under record contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the owner. If a lot is subject to a written lease with a term in excess of one Year and the lease specifically so provides, then upon filling a copy of the lease with the Board of Trustees, the Lessee(rather than the fee owner) will be considered the owner.

Article III

Membership

Every Owner shall be deemed to have (1) membership in the Association.No Owner, whether one (1) or more persons, shall have more then one(1) membership per Lot owned. In the event the Owner of a lot is more than one(1) person, votes and rightss of use and enjoyment shall be provided herein. The rights and privileges of membership may be excersised by a Member or Members spouse, subject to the provisions of this Article and the Bylaws. The membership rights of a lot owned by a corporation, partnership shall be excersised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the peovisions of this Article and the Bylaws.

Article IV Architectural Control

5.01 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members of the Association. The design Committee shall not receive any compensation at any time. The members of the Design Committee shall be reimbursed for any reasonable expense incurred in the performance of any Design Committee function. The design committee will consist of the Association Presidency until a committee is elected by the Association.

5.02 Actions Requiring Approval. No fence, wall, Dwelling, accessory or addition to a Living Unit visible from the private streets within the property, or landscaping or other improvement of a residential Lot visible from the streets within the property shall be constructed or performed, nor shall any alteration of any structure on any residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

5.03 Design Committee Rules and Architectural Standards. The Owners, in accordance with the amendment provisions of this instrument, may adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

5.04 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

5.05 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee who shall approve or disapprove the request for variance in writing.

5.06 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

5.07 Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

5.09 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

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5.10 Multiple Lot Ownership. Only one Dwelling may be constructed on any Lot. No other storage building, outbuilding, or habitable structure may be permitted on any Lot unless specifically approved by the Design Committee.

5.11 Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Owners or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE V

Association's Responsibility for Maintenance

The Association shall maintain and keep in good repair the private streets; the Common Expenses and maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of the roads, gates, open spaces, all landscaping, and other flora, structures, and improvements situated upon the property of the Association, including but not limited to water drainage.

All costs associated with maintenance, repair and replacement of the property of the Association shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

ARTICLE VI

Insurance

The Board shall also obtain a public liability policy covering the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a \$500,000.00 single person limit as respecting bodily injury and property damage, a \$1,000,000.00 limit per occurrence, if reasonably available, and a \$250,000.00 minimum property damage limit

ARTICLE VII

Assessments

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Trustees to be commenced at the time and in the manner set forth in Section 18. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Article XIV.

Base Assessments shall be levied equally on all Lots. Special Assessments shall be levied as provided in Article XIV. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Utah law as computed from the date of delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, nominee of the Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed \$100.00 for the issuance of such certificate.

All Assessment fees are due annually on March 15th, payable no later than March 31st of each year. Dues are set as of 2009 to be \$200.00 annually. The annual amount due will be. Any assessments that are past due after twelve months will be charged a 18% annual interest and turned over to a Collection Agency. Invoices for this Assessment will be provided to each Lot/Homeowner. Payments to be made to: Cedar Cove Estates. Monies will be deposit into Association Bank Account.

Assessments shall be paid in such manner and on such dates set by the Board of Trustees. Which may include, without limitation, acceleration of the annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid annually.

NO Owner may waive or otherwise exempt themselves from liability for the assessments provide for herein, including by way of illustration and not limitation, by none use of Association property or abandonment of the lot. The obligation to pay assessments is a seperate and independant covenant on the part of each lot owner/homeowner. No domination or abatement of assesment or set-off shall be claimed or allowed by reason of any alleged failure or the Association or Board to take some action or perform some function required to be taken or performed by the Associtaion or Board under this Article or by the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority.

ARTICLE VIII

Computation of Base Assessments

It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment to be levied for the coming year against each Lot shall be computed by dividing the budgeted Common Expenses by the total number of Lots of the Properties. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment become effective unless disapproved at a meeting of the Members by the vote of Members or their alternates representing at least a majority of the total Class " A " vote in the Association, and by the Class "B" Member, if such membership exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the Current year.

ARTICLE IX
Special Assessments

In addition to the Base Assessment, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51 %) percent of the Class " A" vote in the Association and the affirmative vote or written consent of the Class "B" Member , if such exists. The obligation to pay Special Assessments shall be computed on the same basis as for Base Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

ARTICLE X
Lien for Assessments

Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote , be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XI
Capitol Budget and Contribution

The Board of Trustees shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment

ARTICLE XII**Date of Commencement of Assessments**

The First Annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot or Purchase day of Home. The fiscal year runs from March 15th to March 14th of the following year. Assessments shall be due and payable in a manner and on a schedule as indicated on Article XII.

ARTICLE XIII**Subordination of the Lien to Institutional First Mortgages**

The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorneys fees) provided for herein, shall be subordinate to the lien of any institutional first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first Mortgage, or transfer to an institutional first Mortgagee or third party pursuant to a deed in lieu of foreclosure, 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 lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association collectible to such Lot which became due prior to the acquisition of title to such Lot by such acquired. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

ARTICLE XIV**Architectural Control Committee**

There shall be an Architectural Control Committee composed of at least three (3) Members. Declarant shall have the sole right and absolute discretion to appoint the Members of the Architectural Control Committee during the Class "B" Control Period. Thereafter, committee members shall be appointed by the Board of Trustees of the Association. Committee members shall serve until the appointment of their successor and may be removed without cause at any time by the person or persons entitled to appoint their successor in accordance with this paragraph.

ARTICLE XV**Non- Waiver**

The approval of the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed or in connection with any other matter, requiring the approval of the Architectural Control Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Control Committee, one set of plans shall be returned to the Lot Owner and signed "approved" or "disapproved" by the Architectural Control Committee and one set shall be retained by the Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. In order to obtain such approval, the Owner must submit for consideration of the Architectural Control Committee such details and information with relation to the contemplated action as the Architectural Control Committee shall request.

Immunity of Architectural Control Committee

Notwithstanding the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with restrictions contained in this Declaration, and no member of the Architectural Control Committee shall have any liability, responsibility or obligation whatsoever for any decision or lack thereof, in the carrying out of the duties as member of such Committee. Such Committee and its members shall have only an advisory function and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Owner. Each Owner agrees to save, defend and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such Owner's property or buildings to be constructed on his or her property.

ARTICLE XVII**Dwelling Construction Restrictions**

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out and described in more detail in the Architectural Control Guidelines:

(1) All LOTS in the subdivision shall be known and described as residential lots and no main structure shall be erected, altered, placed or permitted to remain on any residential lot other than detached singles family dwellings not to exceed two stories in height and a minimum of a two car attached garage.

(2) No building shall be erected, altered or placed on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Committee as to the quality of workmanship and materials, harmony of exterior design with the existing homes and as to the location with respect to topography and finish elevation.

(3) All Plans and specifications must be approved by the Architectural Committee/Design Committee prior to starting construction. Construction on all lots must commence within 180 days of the purchase date and a plan approval and proceed in an orderly and expeditious manner. In the event the construction has not commenced within 180 days, written approval must be obtained from the Design

(4) All dwellings shall have a minimum of at least ten foot side yards. Setbacks Subject to Weber County ordinance. Eaves, steps and open porches shall not be considered as part of the building. A detached garage or other permitted accessory building shall be placed according to Weber County requirements and Architectural Committee approval.

(4) All dwellings shall have a minimum of at least ten foot side yards, subject to Weber County ordinance. Eaves, steps and open porches shall not be considered as part of the building. A detached garage or other permitted accessory building shall be placed according to Weber County requirements and Architectural committee approval.

(5) No dwelling shall be permitted on any lot with the finished ground floor area of the main structure, exclusive of open porches and garages, of less than 1700 square feet for the one story dwelling with not less than brick front and 4 feet of brick on both sides, stucco, rock or a combination thereof. Not less than 2400 square feet finished living space above ground, with a minimum of brick front, rock, or stucco and four feet of brick on each side of the main floor for dwelling of more than one story. Multilevel dwelling not mentioned above must be reviewed for approval and acceptance by the Architectural Control Committee. All homes are required to have a minimum 25 year grade architectural shingles, tile, or wood shake roofs. All roofs shall have a minimum 6/12 pitch roof, a lesser pitch must be approved by the Architectural Control Committee. The construction materials for each home and or detached building shall be of quality equal to or superior to FHA or VA requirements. Concrete tilt up walls, steel buildings and steel framed buildings, log homes and other non-conventional type systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the Architectural Control Committee.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within the easements, no structures, planting, or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels easements. The easement area of each lot and all improvements inn it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No lot line elevation may be altered without the approval of the adjacent property owners and the Architectural Control Committee.

**ARTICLE XVIII
Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on the above- described property or any portion of such property, except dogs, cats or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose and that they do not constitute a menace or a nuisance to the community.

**Article XIV
Temporary Structures**

No basement, tent, house trailer, shack, garage, barn or other out building erected in the subdivision shall at anytime be used as a residence.

**Article XX
General Restrictions**

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out and described in more detail in the Architrctural Committee guidelines.

(1) No noxious or offensive activity shall becarried on upon any lot, nor shall anything be done thereon which maay be or become any annoyance or nuisance to the neighborhood.

(2) No lot shall be maintained as a dumping ground for rubbish, trash, garbage or other waste. No noxious weeds shall be allowd to grow, Landscaping must begin within 6 months of possession of home. No unsightly material or other objects are to be stored on any lot in view of general public. Trailers, boats, RV's, exct. must be kept behind front line of home or garage. No RV, Trailer, Boat exct. may be parked in the street in front of residence for more than 72 hours.

(3) No oil development, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oilk wells, tanks,tunnels, mineral excavations or shafts be permitted on any lot.

(4) No roof top antennas for television, ham radio, citizen band, or similar electronic receiving or sending device shall be permitted within view from any lot, small satellite dishes no more than 2 foot diameter will be allowed.

**ARTICLE XXI
Temporary Signs**

One sign containing the Lot number of a newly offered homesite by the developer and other signs identifying the developer, model homes for sale and other information may be displayed by the developer.

For a homesite owned by a party other than the developer, no more than one (1) temporary sign per homesite is allowed if it is a new home under construction. This sign must conform with the Weber County Sign Ordinance. After the original sale of a home or Lot by the developer, no temporary sign of any kind may be erected other than the sign described above, except as specifically approved by the Architectural Control Committee.

**ARTICLE XXII
Landscaping Control**

Each Owner shall maintain his or her Lot in an attractive and safe manner so as not to detract from the community. Weeds that are harmful to native plants or improved garden areas must be kept to a minimum by the Lot Owner.

**ARTICLE XXIII
Modification of Covenants**

Subject to prior notification to the Lot Owners, the covenants herein contained can be modified by the members of the Association by a simple majority Vote.

**Article XXIV
Enforcement**

The Board of Trustees are specifically given the right to enforce these covenants through an proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to enjoin or prohibit any such violation and to recover any damages suffered by them from any violation of such restrictions. This specific right of enforcement shall be cumulative and is not intended to include any other remedy that may be available to any person in law or in equity. Any person or persons who bring a successful action to enforce these covenants shall be entitled to recover their reasonable attorney's fees incurred in prosecuting such an action.

**Article XXV
Indemnification**

The Association shall indemnify every officer, Trustee and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, Trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees to which he or she may be a party by reason of being or having been an officer, Trustee, or committee member. The officers, Trustees, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual wilful misfeasance, malfeasance, misconduct, or bad faith. The officers and Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Trustees may also be Members of the Association), and the Association shall

indemnify and forever hold each such officer and Trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, Trustee or committee member, or former officer, Trustee or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and Trustees' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XXVI **Elements of Encroachment**

There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Association property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to wilful and knowing conduct on the part of an Owner, tenant, or the Association.

Article XXVII **Severability**

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

ARTICLE XXVIII **Litigation**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote or seventy-five (75%) percent of the Members. In the case of such a vote, and notwithstanding anything contained in this Article or the Articles or Bylaws to the contrary, this section shall not apply, to: (a) actions brought by the Association to enforce the provisions of this Article, (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE XXIX **Finances**

All checks written from the Cedar Cove Estates Checking account currently at Barnes Bank will require two signatures from Current Association Presidency.

ARTICLE XXXIII
Signature Requirements

All Legal Documents required by City, County and/or State of Utah require two signatures from Current Association Presidency.

Cedar Cove Estates Homeowner/Lot Owner has executed the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cedar Cove Estates Subdivision the 10th day of April 2009

Cedar Cove Estates Homeowners Association

President Joel U Green

Joel U Green

Vice President Steve Boothe

Steve Boothe

STATE OF UTAH)
 :SS

COUNTY OF WEBER)

On the 10th day of April 2009 personally appeared before me Joel U Green and Steve Boothe who being duly sworn did say that they are President and Vice President of Cedar Cove Estates Homeowners/Lot owners a non profit organization, and that the within and foregoing instrument signed in behalf of said Association by authority of a resolution of its Association Members .

Alice A. Welsh
NOTARY PUBLIC



This is a plain language "Right of Way" agreement between Willing Participants

Date December 15, 2004

Page 1 of 2

EN 2474390 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
26-MAY-10 1201 PM FEE \$.00 DEP JPM
REC FOR: UINTAH CITY



W2474390

LAND USE AGREEMENT
"RIGHT OF WAY"

This "Right of Way" agreement is between willing participants, Mr. Rick Shock (landowner / grantor) and Uintah City, Utah (grantee) with the Utah State Division of Wildlife Resources (DWR) as an additional Party. This "Right of Way" agreement is unique in that it is restricted as to some dates of use as well as specific routing. Justification for this Right of Way is to allow access by Uintah City maintenance personnel to property owned by the Utah Division of Wildlife Resources. That access relates specifically to performing required restoration on the property in order to "Preserve and Enhance Habitat" for wildlife that has resided there historically and to perform maintenance on that historic monument known as the Uintah "U", annually, as described in a Memorandum of Understanding (MOU) between Uintah City, Utah and the DWR, tendered in the month of June 2003 (copy attached).

07-724-0012

It is understood by all parties to this agreement that the granted "Right of Way" passes across residential property owned by Mr. Shock. For that reason, specific routing of the Right of Way is indeterminate and may change slightly from time to time, due to the fact that the property owner may see fit to change the configuration of his property by plantings or outbuildings. Mr. Shock (Grantor) has agreed to provide this restricted (non general public) access in perpetuity although the specific route of passage may change for reasons stated above. Further, because this is residential property, advance notice of intended use is required of the Grantee. This notice may be accomplished by personal communication or by other means (telephone, etc.).

PROPERTY LOCATION OF RIGHT OF WAY:

Legal description of the property location:

Serial Number 07-619-0010

Description Date/Year: 5/13/2003 2003

All of lot 38, Cedar Cove Estates, Weber County, Utah

(At present a vacant building lot)

DESCRIPTION OF RIGHT OF WAY:

Purpose of the right of way is to allow passage of Uintah City / DWR maintenance vehicle(s) and personnel across Mr. Shock's property to a gate providing access to the DWR property, a distance of less than 1000 lineal feet. Minimum width of the Right of Way will be 11 feet to accommodate passage by what is described as light duty commercial vehicle(s).

DATES OF USE:

No use of the right of way will occur from January 1st to April 30th each year to protect wintering Wildlife. Access on other dates will relate specifically to those periods of time required for Habitat restoration work and work related to the maintenance and restoration of the historic "U" monument.

(Continued on page 2 of 2)

LAND USE AGREEMENT
"RIGHT OF WAY"

Rick Shock / Uintah City, Utah / UDWR

HOLD HARMLESS:

All parties acknowledge that the provisions described in the "Limitation of Liabilities Act"(Utah Code 57-14-1 through 7) in favor of the "Grantor", will apply in this agreement, citing "Voluntary Restoration of Wildlife Habitat" in place of the word "Recreation", wherever that term appears.

AMENDMENTS:

Any amendments, revisions, supplements or additions to this RIGHT OF WAY agreement shall be made in writing executed by the parties hereto, and neither Grantor or Grantee shall be bound by verbal or implied agreements.

IN WITNESS WHEREOF:

The parties accept the terms and conditions of this RIGHT OF WAY agreement on the

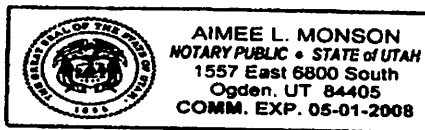
15th day of December 2004.

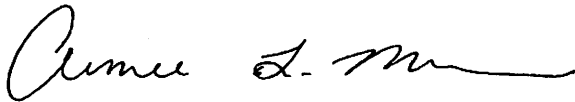
For the Grantor: Mr. Rick Shock, Landowner,



For the Grantee, Uintah City, Utah, Mr. Craig Kendell, Mayor,









W2610456

EB 2610456 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-DEC-12 1038 AM FEE \$4.00 DEP SPY
REC FOR: WEBER COUNTY CLERK/AUDITOR

RESOLUTION NO. 27-201

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR
MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA
OF WEBER COUNTY AND DESCRIBING THE SERVICES
TO BE PROVIDED THEREIN**

WHEREAS, the Board of County Commissioners (the "Board") of Weber County, Utah (the "County"), has determined that, pursuant to the provisions of Title 17-34, Municipal-Type Services to Unincorporated Areas, and Title 17-36, Uniform Fiscal Procedures Act for Counties, Utah Code Annotated, 1953, as amended, (together, the "Acts"), that the Board will levy a tax for the purpose of providing essential services to County residents and businesses who reside in the unincorporated areas of the County, (which services are not provided to residents of incorporated cities and towns), and which services shall be paid for only by the residents and businesses of the unincorporated areas of the County; and

WHEREAS, the tax on all properties in the unincorporated area is for the purpose of providing additional funding for various services that are provided by the County, which services may include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide for the necessity, safety, and convenience of the residents and businesses who reside in the unincorporated areas of the County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH AS FOLLOWS:

Section 1. The tax levy shall apply to all areas within the unincorporated areas of the County, and shall not include any areas that are included within the boundaries of any incorporated city or town. The levy area shall be adjusted from time to time due to annexations and de-annexations to and from municipal entities.

Section 2. The services that will be provided to the residents and businesses who reside in the unincorporated area of the County shall include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide to the residents and businesses who reside in the unincorporated areas of the County.

Section 3. The County will continue to separately budget and account for all revenues and expenditures related to the municipal services in a special revenue fund, separate from the County's General Fund, as required by Section 17-34-5 and Section 17-36-9 of the Acts.

Section 4. The Board intends to levy a tax, beginning with calendar year 2013, on all properties within the unincorporated area of the County at the same time and in the same manner as other taxes of the County are levied, pursuant to Section 17-34-5(2)(d) of the Acts. Revenues generated from said property tax will be used only to pay for the services that are provided to unincorporated areas.

RESOLVED this 11th day of December 2012.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Craig L. Dearden
Craig L. Dearden, Chair

Commissioner Dearden voted aye
Commissioner Gibson voted aye
Commissioner Zogmaister voted aye

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County Clerk/Auditor



"W2630125"

Recorded by:

EN 2630125 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-APR-13 1001 AM FEE \$0.00 DEP TDT
REC FOR: WEBER COUNTY SHERIFF

QUIT CLAIM DEED

BANCO POPULAR NORTH AMERICA, grantor, hereby, for good and valuable consideration, QUIT CLAIMS to MARIE PARKS and LANCE PARKS, as joint tenants, the following described property located in Weber County, State of Utah:

ALL OF LOT 28A, CEDAR COVE ESTATES 3RD AMENDMENT.

Tax ID: 07-724-0012 / M⁸

WITNESS the hand of said grantor, this 8 day of March, 2013.

[Signature]
BANCO POPULAR NORTH AMERICA
by its Authorized Representative

STATE OF ~~UTAH~~ IL)
 :SS.
COUNTY OF Cook)

On the 8 day of March, 2013, personally appeared before me Thomas Hara, acting on behalf of BANCO POPULAR NORTH AMERICA, being by me duly sworn to say that he is authorized to sign on behalf of BANCO POPULAR NORTH AMERICA and that he duly acknowledged to me that he executed the same

"OFFICIAL SEAL"
LATANYA YANCEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/7/2015

[Signature]
NOTARY PUBLIC

WITNESS the hand, this 8 day of March, 2013.