



Gratitude

For Our Mountain and For The New Year

Cedar Highlands HOA CC&Rs Modernization "Town Hall" – January 7, 2026

Newest updates to the CC&Rs since the last “Town Hall” meeting...



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Signs

- Modified language from a restrictive stance to a right to have certain signs
- Intended to avoid contention between neighbors

Section 2. ~~No sign or billboard of any kind will~~ At least the following may be displayed ~~to~~in the public view on any ~~portion of the Project or any~~ Lot ~~except:~~ (a) one sign for advertising the property for sale or rent (b) one sign displaying the Lot address number, and/or (c) one entrance sign and/or arch. Any sign or billboard that is displayed in the public view on any portion of the Project or any Lot must comply with the ordinances, code, rules, and regulations set forth by the Ordinances of Iron County, applicable to the Project as set forth by Iron County, the State of Utah, and/or the policies of the Association.

Special Projects and Financing

- Settled on a 60% of voting threshold for approval of special projects and/or financing of improvements to common areas
- Compromise between those who preferred a simple majority vote and those who preferred a 2/3 vote

(b) Approved by Association. Special projects which must be assented to by more than ~~fifty~~sixty percent (~~50~~60%) of all the Members of the Association, or the written consent of Owners holding more than ~~fifty~~sixty percent (~~50~~60%) of the total votes of the Association, involve:

Section 1. Financing Improvement of the Common Area. The Association has the right in accordance with the Governing Documents, to borrow money for the purpose of improving the Common Area, including any improvements or incidentals thereto, with the written consent, or other approval of at least ~~a majority~~sixty percent (60%) of all the Members of the Association, and to mortgage said Common Area.

Damage Caused by Owners

- Changed language from “damage . . . that may have been caused” to “damage . . . that was caused”
- Owners have an opportunity to remediate any such damage or otherwise reimburse the HOA for repair expenses

Section 12. Damages Caused by the Owners of the Lots. All Owners of the Lots must bear the full financial burden and responsibility for any and all damage caused to the Common Area, streets, and roads that ~~may have been~~was caused by themselves, their contractors, their vendors, their guests, their tenants, their licensees, and/or any party performing work on their behalf, regardless of whether the Owner had prior knowledge of the damage and regardless of when the damage occurred. Owners must fully remediate any such damage at their sole expense upon notice from the Association, or reimburse the Association of all repair expenses incurred by the Association.

Short-Term Rental Restrictions

- Requirement to 1) obtain license from Iron County, 2) renew the license annually, 3) obtain and maintain a general liability insurance policy, 4) name the HOA as an additional insured, 5) indemnify and hold harmless the HOA, and 6) operator contact info posted to HOA website to address complaints

that is at least but not less than two (2) days. For Short-Term Rentals, the Owner is required (i) to obtain a Short-Term Rental business license from Iron County prior to submitting an application to the Board to operate a Short-Term Rental, (ii) to renew the license on an annual basis, (iii) to obtain and maintain a general liability insurance policy, (iv) to name the Association as an additional insured, and (v) to defend, indemnify, and hold harmless the Association from losses, damages, or liabilities arising from the Short-Term Rental. For Short-Term Rentals, an Operator must be designated with contact information posted to the Association website for public access. The Operator shall be reasonably available, in person, by telephone, or electronically, for the purpose of responding to complaints regarding the condition, operation, or conduct of occupants of the Short-Term Rental, or their guests. The Governing Documents and the policies of the Association with respect to leases must

Short-Term Rentals

- Despite attempts to eliminate them, short-term rentals have existed on the mountain for years, and will persist irrespective of whether the new CC&Rs are passed
- A vote for the new CC&Rs is a vote to empower the HOA Board to strictly regulate short-term rentals and to limit liability for the HOA and for all residents

YES vote in FAVOR of new CC&Rs	NO or NON-vote AGAINST new CC&Rs
Not necessarily a vote in FAVOR of short-term rentals. It is a vote in favor of short-term rental REGULATIONS	Acquiescence to the status quo, which is unregulated short-term rentals
No LIABILITY for the HOA and lot owners	HOA and lot owners continue to be left unprotected
HOA named as additional insured by general liability policies	No insurance covering acts and losses caused by guests
HOA gets indemnification	No indemnification, again left unprotected
Operator contact info posted to HOA website to receive complaints and is required to respond to them	No visibility or contact information to make complaints

Short-Term Rentals (Continued)

YES vote in FAVOR of new CC&Rs	NO or NON-vote AGAINST new CC&Rs
Short-term rental owners required to obtain and maintain a county license, follow all county rules, and pay state and county transient taxes	No requirement to be licensed, no visibility to county enforcers, and no transient tax for the state or county
CC&Rs expressly require that short-term rental owners are subject to state and county regulations, and HOA policies	CC&Rs are silent regarding these matters
Requirement that guests be informed to use 4-wheel or all-wheel drive vehicles and to carry chains in the winter	Guests are often uninformed and unprepared for our roads
Express obligation that owners are responsible for the behavior and compliance of their guests and tenants	No such obligations
Initial application fee and ongoing annual fee for privilege of operating a short-term rental for use by the HOA	No fee capture
Future-proofs the CC&Rs as Utah currently prohibits states and counties from outright banning short-term rentals	CC&Rs may require yet another re-write and voting process in years to come, and all of the associated expense that comes with that

Our CC&Rs were written over 30 years ago, when the subdivision was in the earliest stage of development. The community has changed, Utah law has changed, and homeowner needs have changed. This update brings our rules into the modern era while protecting property values, fairness, and our mountain lifestyle.



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Policies

Set forth additional substantive rules and restrictions as needed. Creation and amendment require a simple majority of Board Directors. Must be in compliance with ByLaws and CC&Rs, but may be more restrictive.



ByLaws

Set forth **procedural rules** for governance.
Amending requires a majority of Lot Owners.



Covenants, Conditions, and Restrictions (CC&Rs)

Set forth the minimum foundation of substantive rights, rules, and obligations. Amending requires 2/3 of Lot Owners.

Draft of updated ByLaws now on HOA website for review



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Summary of Major CC&R Updates

- Modernized and Legally Aligned
- Individual Property Rights Protected
- Clearer HOA Authority and Accountability
- Construction Impact Fees
- Balanced Property Use and Community Standards
- Developer Language Removed
- Clear Enforcement and Appeals
- Easier to Read and Understand

IF the OLD CC&Rs were any more outdated, they'd assume one tv, three channels, and nobody working from home.



Modernized and Legally Aligned

- The new CC&Rs now follow **Utah's Community Association Act** and **Nonprofit Corporation Act**, ensuring everything complies with current state law and Iron County ordinances.
- **Why this helps:** This protects homeowners and the HOA from legal liability and keeps the HOA up-to-date with today's legal standards. Reduces the chance of legal disputes.

Modernized and Legally Aligned

- Clearer, modern rules everyone can understand.
- The new CC&Rs remove outdated language and developer control, and use plainer English.
- **Why this helps:** Owners don't need a lawyer to understand their rights and responsibilities. Reduces chances of "tit-for-tat" disputes over outdated language that has in some instances pulled our community apart. Restores neighborly trust and respect.

Individual Property Rights Protected

- The new CC&Rs now place an emphasis on individual property rights. As long as a property owner is not hurting anyone else, then they have a right to be “left alone.”
- **Why this helps:** Over-intrusive governance can split communities and foster ill-will. Respect for individual property rights is foundational to our country, our state, and our neighborhood.

IF the OLD CC&Rs
were any more
outdated,
they'd assume
technology peaked
at the answering
machine.



Clearer HOA Authority and Accountability

- The revised version better defines the HOA's duties, voting rights, and amendment procedures.
- **Why this helps:** It ensures consistency, reduces the chances of disputes, and gives all owners a clear understanding of how decisions are made.

Clearer HOA Authority and Accountability

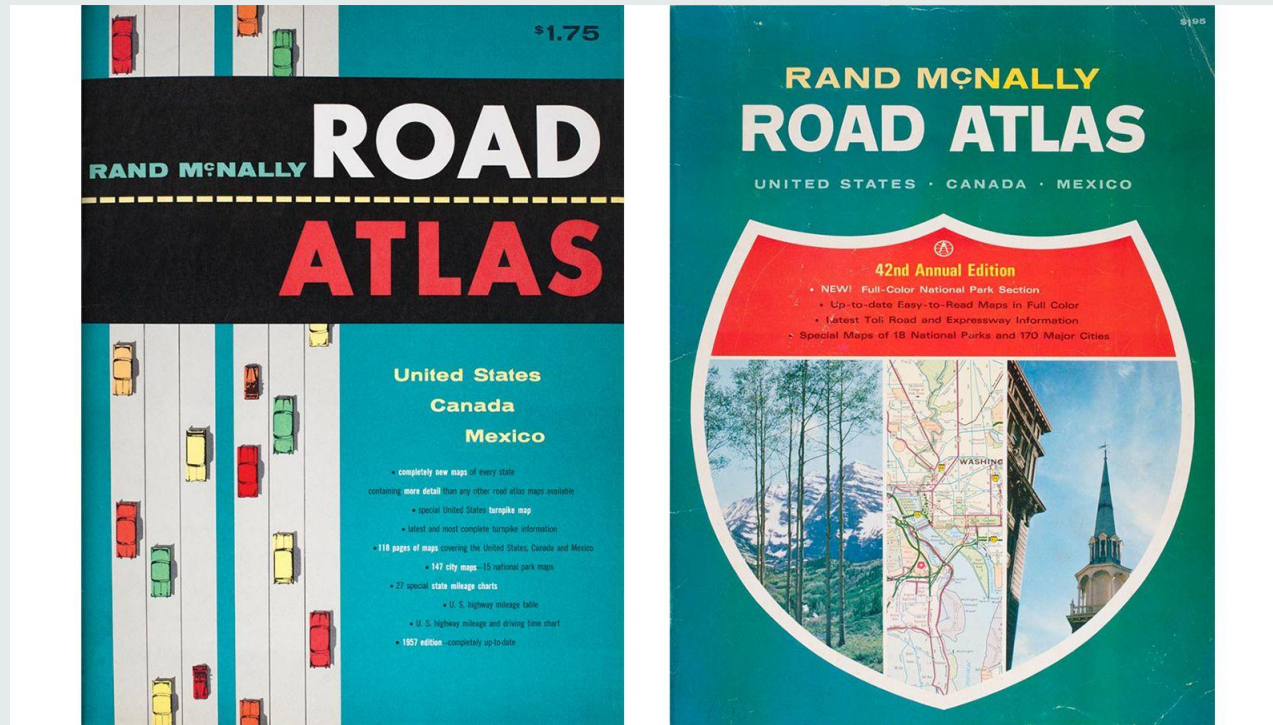
- Transparent financial management.
- Annual planning, accounting, and insurance requirements are clearly defined.
- **Why this helps:** Protects the HOA's finances and property values.

Clearer HOA Authority and Accountability

- More predictable architectural rules.
- No more unclear or outdated building restrictions. Burden shifted to Iron County permitting procedures.
- **Why this helps:** Owners know exactly what is allowed, and ARC decisions must be reasonable, non-discriminatory, and timely.

Construction Impact Fees

- An additional **seasonal construction fee** may apply to wintertime projects (Nov–Apr), helping cover wear and tear on the roads.
- **Why this helps:** Protects community infrastructure and shares costs fairly among those whose building work causes heavier seasonal road impact. Heavy winter construction damage doesn't get paid by everyone, only by the projects causing the road wear.



IF the OLD CC&Rs were any more outdated, they'd assume everyone's weekend plans involves a road atlas.

Balanced Property Use and Community Standards

- Use restrictions have been clarified, keeping Cedar Highlands residential and peaceful while allowing modern flexibility (e.g., pets and rentals under reasonable limits).
- **Why this helps:** Balances personal freedom with protecting neighborhood character.

Balanced Property Use and Community Standards

- **Pets:** Pets are welcome, within reasonable county regulated limits to protect neighbors and wildlife. More restrictive policies can be implemented by the Board on an as-needed basis.
- **Why this helps:** Peaceful, residential living without eliminating owner freedom.

Balanced Property Use and Community Standards

- **Rentals:** Long-term rentals are permitted. Short-term rentals are also permitted but only in compliance with strict HOA rules and policies. Replaces failed attempts to eliminate with a structured approach to regulate. Reduces chances of ill-prepared guests and noise issues. Fee capture to benefit the community.
- **Why this helps:** Peaceful, residential living without eliminating owner freedom.

IF the OLD CC&Rs were any more outdated,
they'd be silent about short-term
rentals, but very clear about where to
hang your laundry



Developer Language Removed

- Old provisions giving special privileges to the original developer were removed or modernized. All remaining developer-era powers are removed.
- **Why this helps:** Puts control firmly in the hands of today's homeowners and the elected HOA board. The community is fully governed by owners, not outside interests.

Clear Enforcement and Appeals

- The updated language better defines how rules are enforced and provides fair notice and hearing procedures before penalties.
- Provides the ability for individual owners to enforce rules through proper channels in the event that the county or HOA refuses.
- **Why this helps:** Adds fairness, transparency, and due process.

Easier to Read and Understand

- Outdated references and complex legal phrases were replaced with **plain language** explanations.
- **Why this helps:** Makes the CC&Rs something every homeowner can actually read and use.

Designed to Preserve
Our Mountain Community
The proposed changes protect:

- Individual property rights;
- Safety of roads and infrastructure;
- Owners and the HOA from liability;
- Peaceful mountain living;
- Property values; and
- Homeowner fairness.

Bottom Line:

These updates **modernize, simplify, and protect** our community.



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