Entry #: 543637

05/07/2021 11:25 AM RESTRICTIVE COVENANTS

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FEE: \$702.00 BY: ANDERSON PANGERS ASSOCIATIO

Jerry Houghton, Tooele County, Recorder

When recorded mail to:

Anderson Ranch Owners Association P.O. Box 1389 Grantsville, UT 84029

AMENDMENTS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANDERSON RANCH SUBDIVISION PHASES 1-8C

This document is amending the following Restrictive Covenants as recorded in the office of the Tooele County Recorder: 111225, 240335, 258801, 265940, 286475, 328948, 384124, 384125, 410397

In the Anderson Ranch Declaration of Covenants, Conditions, and Restrictions (CC&Rs) it states in Section 10.02 (b): "The provisions of this Declaration, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of 66% (2/3rds) of the cumulative Class A and Class B votes, and such amendment shall be effective upon its recordation with the Tooele County Recorder."

The undersigned Anderson Ranch Homeowners Association hereby certifies the following amendments to the Declaration of Covenants, Conditions and Restrictions for Anderson Ranch Subdivision

Amendment to ARTICLE 1. DEFINITIONS AND EFFECT. Article 1 is amended by changing the following defined terms:

Commercial Vehicle: A Commercial vehicle includes any vehicle that requires a class A, B, or C driver license. This definition also applies to trailers over 39 feet in length.

Garages: A garage is a structure, either freestanding or attached to a larger structure, for the parking of personal vehicles, boats, and personal recreational vehicles. Additionally, owners of building lots less than one acre in size who is proposing to store commercial vehicles and/or recreational vehicles, storage structures shall comply with these guidelines.

Proposed construction of garages on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following.

- Plot plan with location and setbacks of garage location.
- Floor plan and elevations drawing/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include rooting materials and color selections.
- Specify intended use: example of items to be stored in structure: Note Garages are for personal vehicles, commercial vehicles, and/or recreational vehicles. Combined garage door capacity for all attached and detached garages, on any given property, shall be limited to five (5). Note: A double garage door counts as two (2).
- The total square feet of all garages should not be greater than 15% of the total square feet of the property.

Exterior colors for garages shall match the colors of the home.

Sheds: A shed is a small structure, either freestanding or attached to a larger structure, for the storage of typical household items, equipment, and tools. Proposed construction of sheds on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following:

- Plot plan with location and setbacks of shed location.
- Floor plan and elevations drawings/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use: examples of items to be stored in structure. Note: Automobiles or trucks shall not be stored in sheds.

Stables: A stable is a small, partially enclosed structure for the sheltering of animals.

Proposed construction of stables on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following:

- Plot plan with location and setbacks of stable location.
- Floor plan and elevations drawings/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use.

Amendment to Section 3.04. Section 3.04, is amended and restated in its entirety as follows:

Section 3.04 Prohibited Buildings/Uses

No trailer or other vehicle, tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on

any Lot nor shall anything be alone or any use made thereon or thereof which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

Amendment to Section 3.05. Section 3.05, is amended and restated in its entirety as follows:

Section 3.05 Set-Backs

The Declarant has established building setbacks for the residences and structures of Anderson Ranch which are more restrictive than the applicable governmental requirements.

• The front building set-back line shall be fifty-five feet (55') on all lots.

Driveway access to lots 101, 137, 135, 133, 132, 131, 130 and 129 shall be prohibited from Durfee Street and 800 East (East Street).

Amendment to Section 3.07. Section 3.07, is deleted.

Section 3.07 Easements – deleted

Amendment to Section 3.10. Section 3.10, is amended and restated in its entirety as follows:

Section 3.10 Maintenance

The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained. Lawns cut, shrubbery trimmed, windows unbroken and glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition.
- b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- c) A building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals.
- d) Subdivided Lots shall not be exempt from the provisions of this Declaration. These provisions shall not apply to subdivided land owned by Builders, or by the Declarant, that is used for agriculture, open space, or in a predevelopment status.
- e) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed with an approved structure or appropriately be

screened from public view. Such screen must be approved by the ACC. All trash, debris, garbage and refuse shall be kept at all times in a covered container

- f) All drainage easements and drainage swales shall be maintained as initially designed and constructed by the Project Engineer and approved by Grantsville.
- g) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be in a manner satisfactory to the ACC, corrected, removed or screened from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
- h) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition. the Board and/or it's assignees, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days taller receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in the Articles of this Declaration.

Amendment to Section 3.12. Section 3.12, is amended and restated in its entirety as follows:

Section 3.12 Boats, Campers and Other Vehicles

No conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or unpaved portion of the Lot is prohibited. No inoperative or unlicensed vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure or screened from public view.

All residences shall include an attached garage space for a minimum of two (2) passenger vehicles. A maximum of three (3) vehicles and/or trailers are allowed to be parked on the driveway or other approved parking structure in front of the home.

Amendment to Section 3.14. Section 3.14, is deleted.

Section 3.14 External Energy Devices – deleted

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Amendment to Section 3.18. Section 3.18, is amended and restated in its entirety as follows:

Section 3.18 Landscaping

The following provisions shall govern the landscaping of Lots within the Subdivision:

a) Sod, hydro seed, and/or other approved live ground cover must cover 1,000 square feet of the front yard and, a minimum of two (2) trees of at least two-inch (2") caliper in the front yard. Additional trees may be of a smaller size. Approval of landscaping plans by the Association does not ensure compliance with Grantsville City requirements.

b) All required landscaping on a Lot shall be installed within three hundred sixty-five (365) days after the earlier of the following: (I) substantial completion of the Building on the Lot, or (II) occupancy of the Building by an Occupant.

Amendment to Section 4.03. Section 4.03, is amended and restated in its entirety as follows:

Section 4.03 Voting

The Association shall have the following voting membership:

All Owners of Lots within the Subdivision shall be entitled to one (1) vote for each Lot owned.

In addition to individual Lots owned by the Declarant, the Declarant shall be granted the voting rights of one (1) Lot per acre for all Property yet undeveloped (and Declarant-owned) in the Project.

Amendment to Section 4.05. Section 4.05, is amended and restated in its entirety as follows:

Section 4.05 Power of Association

The Association shall have all powers of a non-profit corporation organized under the laws of the State of Utah subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments

The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions there of. A special assessment may be applied to the owners of a home or lot to recover legal fees incurred by the association due to enforcement of the CC&Rs against that property owner. The assessment may be recovered

through the courts or a lien placed on the violator's property. The assessment can only be applied when the outcome of such legal action favors the association.

(b) Right of Enforcement

The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any branch or threatened breach of the Articles, By-Laws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.

The fine schedule for violations shall be the following graduated scale:

First violation = warning
Second violation = \$25
Third violation = \$50
Fourth violation = \$100
Each subsequent violation = \$100

Once violation fines reach \$1,000 a lien against the owner will be filed. Costs associated with a lien will be paid by the owner.

Fine amounts are per lot and not per violation. The owner of the lot will have 30 days to correct violation(s) before moving to the next level of the graduated scale.

The warning shall be provided in writing to the lot owner and describe the violation(s) and state the rule or provision of the association's governing documents that the lot owner's conduct violates. A lot owner who is assessed a warning or fine may request an informal hearing before the board to dispute the warning or fine within 30 days after the day on which the lot owner receives notice that the warning or fine is assessed.

The association shall treat all lot owners similarly when enforcing violations.

(c) Delegation of Powers

The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.

(d) Liability of Board Members and Officers

Neither any member of the Board nor any officers of the Association shall he personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, error, or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

(e) Association Rules

The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association: provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner and Occupant. Upon such availability said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

(f) Emergency Power

The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall he made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.

(g) Licenses, Easements and Right-of-Way

The power to grant and convey to any third-party such licenses, easements, right-of-way or fee title in, on through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

(i)

Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii)

Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.

(iii)

Any similar public or quasi-public improvements or facilities including but not limited to parks, pathways, street, nature trails, recreational facilities, pools, ponds, entrances, waterways, open

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spaces, clubhouses, game rooms, craft and handicraft facilities, greenhouses, hobby facilities, equestrian facilities and all other common amenities pertaining to the Development, providing that the particular feature or facility has been deeded by the Declarant to the Association.

(h) Fiscal Year

The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

(i) Board Meeting Minutes

The Board shall keep a copy of meeting minutes where members can access them. Meeting minutes placed on the Association's website will be password protected so only members have access to them.

Amendment to Section 5.01. Section 5.01, is amended and restated in its entirety as follows:

Section 5.01 Use

Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties and the properties of any Sub-Association of which the Owner is a Member subject to the following:

(a) Articles, Etc.

The provisions of the Articles and By-Laws of the Association, this Declaration and any applicable Supplemental Declaration and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association shall comply with the same.

(b) Suspension of Rights

The right of the Association to suspend the rights to use _properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Association.

(c) Dedications

The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in the Subdivision.

(d) Mortgage or Conveyance of Common Area

Except as provided in subsection C, above, no portion of the Common Area shall me mortgaged or conveyed by the Association without the prior approval of at least one half (1/2) of the Members, which approval may be obtained in writing or by a vote of the respective Class Members at a meeting called for such purpose.

(e)

Notwithstanding other provisions of the section, the Association may limit the use and fee rental or sale of any Association facilities per rules created by the Association.

Amendment to Section 6.02. Section 6.02, is amended and restated in its entirety as follows:

Section 6.02 Regular Assessments

Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, administration and ACC activities, taxes and special assessments of local government units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of reserve, surplus and/or sinking fund(s), and other expenses or obligations incurred or expected as they may be required by the Association in compliance with this Declaration.

The initial annual Regular Assessment for the calendar year during which the Declarant conveys fee title to a Lot to an owner shall be the amount of:

\$5.00 per Lot per month pro-rata for platted but unimproved Lots, conveyed from the Declarant to an individual or Builder.

\$10.00 per Lot per month pro-rata for developed lots (with infrastructure), without homes completed. A Lot will be considered "developed" when the Lot is eligible for building permit and the lot has been conveyed from the Declarant to an individual or Builder.

\$20.00 per Lot per month pro-rata with a completed home.

Amendment to Section 6.06, Section 6.06, is amended and restated in its entirety as follows:

Section 6.06 Assessment Due Date

The due dates for Regular, Special and Limited Assessments shall be March 1, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within thirty (30) days alter the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

Addition of Section 6.08. Section 6.08, is added in its entirety as follows:

Section 6.08 Reinvestment or Transfer Fee Covenant

A reinvestment fee covenant was filed with Tooele County on May 28, 2010. Upon transfer of real property there is a reinvestment fee of \$50.

Amendment to Section 8.02. Section 8.02, is amended and restated in its entirety as follows:

Section 8.02 Appointment

All members of the ACC shall be appointed or removed by the Board. The vote of a majority of the members of the ACC shall constitute an act of the ACC.

Amendment to Section 8.07. Section 8.07, is amended and restated in its entirety as follows:

Section 8.07 Application

To request ACC approval for the construction, alteration, modification, removal or demolition of any improvements with the Property, the Owner shall submit a written application in a form required by the ACC and contain all information requested and be accompanied by all other material to be submitted, as hereafter provided.

All applications must contain, or have submitted therewith, the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any:

Amendment to Section 8.08. Section 8.08, is amended and restated in its entirety as follows:

Section 8.08 Decision

In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within thirty (30) days alter the receipt of a properly submitted and complete application. The decision of the ACC can be in the form of an approval, a conditional approval or denial.

The decision of the ACC shall be in writing, dated, and a copy thereof sent to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

Amendment to Section 8.10. Section 8.10, is amended and restated in its entirety as follows:

Section 8.10 Hearing

An Owner submitting an application under Section 8.07, above, or served with a written notice of deviation or violation, shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is sent to the Owner as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complaint unless an Owner is found to be in violation in which event such Owner shall pay all costs. The payment of such costs shall be enforceable as provided in this Declaration.

Amendment to Section 8.11. Section 8.11, is amended and restated in its entirety as follows:

Section 8.11 Appeal

An Owner shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner reached following a hearing held pursuant to Section 8.10.

A notice of appeal shall be in writing and shall be delivered to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and a copy of the written decision or determination of the ACC. The failure of an Owner to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall he no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner shall be advised of the time and place of the hearing by a written notice. Written notice of time and place for hearing shall also be served upon each member of the ACC.

The Board may require the Owner to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall he considered final and not subject to further appeal. At the hearing the Owner, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, and the ACC members shall be given written notice of the decision.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC. in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided below.

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A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

Amendment to Section 8.14. Section 8.14, is amended and restated in its entirety as follows:

Section 8.14 Non-Exclusive Remedy

The right of the Association to levy a Limited Assessment as described in Section 6.04, above, shall be deemed to be an exclusive remedy of the Association and it may, in its sale discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

Amendment to Section 10.01. Section 10.01, is amended and restated in its entirety as follows:

Section 10.01 Term

This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2025, unless amended as hereafter provided. After December 31, 2025, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of three (3) years each, unless extinguished by at written instrument executed by the Owners of at least one-half (1/2) of the Lots covered by this Declaration and such written instruments is recorded with the Tooele County Recorder.

Amendment to Section 10.02. Section 10.02, is amended and restated in its entirety as follows:

Section 10.02 Amendment

This Declaration may be amended as follows:

By Owner(s)

Except where a greater percentage is required by an express provisioning this Declaration, the provisions of this Declaration, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of 50% (one-half) of the cumulative votes, and such amendment shall be effective upon its recordation with the Tooele County Recorder.

Amendment to Section 10.05. Section 10.05, is amended and restated in its entirety as follows:

Section 10.05 Notices

Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally, email, or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

Property Affected

Anderson Ranch Phase 1:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 1, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 101-133, 135-137, 139, 140

Tax Parcel Numbers: 12-065-0-0101 through 12-065-0-0133, 12-065-0-0135 through 12-065-0-0137, 12-065-0-0139, 12-065-0-0140

Anderson Ranch Phase 2:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 2, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 201-244

Tax Parcel Numbers: 15-067-0-0201 through 15-067-0-0244, including 15-067-0-000A, 15-067-0-000B, and 15-067-0-000R

Anderson Ranch Phase 3:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 3, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 301-368

Tax Parcel Numbers: 16-044-0-0301 through 16-044-0-0368, including 16-044-0-000A and 16-044-0-000B

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Anderson Ranch Phase 4a:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 4A AMENDED AND EXTENDED, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 411-415

Tax Parcel Numbers: 18-033-0-0411 through 18-033-0-0415

Anderson Ranch Phase 4b:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 4B, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lot 1

Tax Parcel Number: 18-063-0-0001

Anderson Ranch Phase 5a:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 5A, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 502-506, 508-523

Tax Parcel Numbers: 18-029-0-0502 through 18-029-0-0506, 18-029-0-0508 through 18-029-0-0523, including 18-029-0-000R

Anderson Ranch Phase 5b:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 5B, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 524-546

Tax Parcel Numbers: 18-053-0-0524 through 18-053-0-0546, including 18-053-0-000R

Anderson Ranch Phase 5c:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 5C, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

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Lots 1, 2

Tax Parcel Numbers: 18-064-0-0001, 18-064-0-0002, 18-064-0-000R

Anderson Ranch Phase 6a:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 6A, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 601-620

Tax Parcel Numbers: 19-017-0-0601 through 19-017-0-0620, including 19-017-0-000R

Anderson Ranch Phase 6b:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 6B, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 621-639

Tax Parcel Numbers: 19-004-0-0621 through 19-004-0-0639, including 19-004-0-000R

Anderson Ranch Phase 7a:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 7A, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 701-722

Tax Parcel Numbers: 19-048-0-0701 through 19-048-0-0722, including 19-048-0-000A and 19-048-0-000R

Anderson Ranch Phase 7b:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 7B, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 723-743

Tax Parcel Numbers: 19-069-0-0723 through 19-069-0-0743, including 19-069-0-000R

Anderson Ranch Phase 8a:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 8A, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 801-827

Tax Parcel Numbers: 19-099-0-0801 through 19-099-0-0827, including 19-099-0-000R

Anderson Ranch Phase 8b:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 8B, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lots 828-844

Tax Parcel Numbers: 20-027-0-0828 through 20-027-0-0844, including 20-027-0-000R

Anderson Ranch Phase 8c:

All Lots contained within ANDERSON RANCH SUBDIVISION PHASE 8C, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Lot 845

Tax Parcel Number: 20-033-0-0845

CERTIFICATION

Except as expressly set forth in this Master Amendment, all other terms and conditions of the Declaration shall remain in full force and effect. In the event of any inconsistency between this Master Amendment and the Declaration, this Master Amendment shall control.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year set forth herein. By written ballot mailed in February 2021 to the Anderson Ranch Homeowners Association and received before April 11, 2021 the members approved ratification of the above mentioned amendments.

Anderson Ranch Owners Association

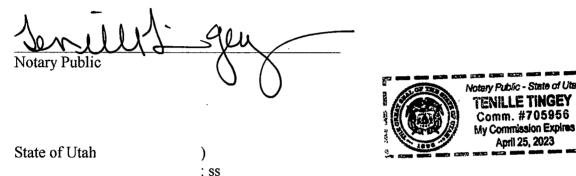
Garv Mower, President

Annette Sandberd, Secretary

State of Utah)
	: SS
County of Tooele)

County of Tooele

The foregoing instrument was acknowledged before me on this the day of May, 2021, by Gary Mower, President of Anderson Ranch Owners Association. He personally appeared before me and whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the President of the Anderson Ranch Homeowners Association and that said document was signed by him in behalf of said Association by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Gary Mower acknowledged to me that said Association executed the same.



The foregoing instrument was acknowledged before me on this the day of May, 2021, by Annette Sandberg, Secretary of Anderson Ranch Owners Association. She personally appeared before me and whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that she is the Secretary of the Anderson Ranch Homeowners Association and that said document was signed by her in behalf of said Association by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Annette Sandberg acknowledged to me that said Association executed the same.

Janella Janes Notary Public

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