

**RE-RECORDING TO CORRECT ERRONEOUSLY RECORDED PAGES**

WHEREAS, on November 20, 2018, as Entry No. 477360, the Pastures At Saddleback P.U.D. Homeowners' Association, a Utah non-profit corporation (the "Association") filed for recordation that certain *CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* (the "Certificate"), consisting of 172 pages, in the Office of the Tooele County Recorder, State of Utah (the "Recorder's Office"); and

WHEREAS, only the first fifty-two (52) pages of the Certificate were intended to be recorded, while the last one hundred twenty (120) pages of the Certificate were erroneously recorded (the "Erroneous Recorded Pages").

NOW, THEREFORE, the undersigned, Arnold Miller and Christopher F. Robinson, being respectively the President and the Secretary of the Association, do hereby execute this Re-Recording To Correct Erroneously Recorded Pages on behalf of the Association in order that the Certificate, which is attached hereto, may be re-recorded in the Recorder's Office without the inclusion of the Erroneously Recorded Pages.

IN WITNESS WHEREOF, the Association has executed this Re-Recording to Correct Erroneously Recorded Pages as of this 21<sup>st</sup> day of November, 2018.

PASTURES AT SADDLEBACK P.U.D.  
HOMEOWNERS' ASSOCIATION,  
a Utah nonprofit corporation

By: [Signature], *Pres*  
Arnold Miller, President

Attest:  
[Signature]  
Christopher F. Robinson  
Secretary

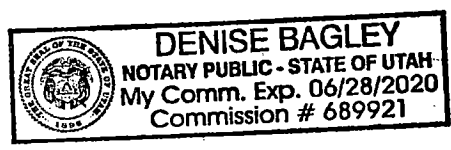
STATE OF UTAH )  
COUNTY OF Davis ) : ss.

On this 21<sup>st</sup> day of November, 2018, personally appeared before me ARNOLD MILLER and CHRISTOPHER F. ROBINSON who being by me duly sworn did say they are the President and Secretary, respectively of the PASTURES AT SADDLEBACK P.U.D. HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation, and that the within and foregoing instrument was signed on behalf of said corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires  
06/28/2020

Residing at: Salt Lake City



When recorded, please mail to:

PASTURES AT SADDLEBACK P.U.D.  
HOMEOWNERS' ASSOCIATION  
c/o Christopher F. Robinson, Secretary  
P. O. Box 540478  
North Salt Lake, Utah 84054

Tooele County Tax Parcel Nos.: 18-083-0-0201 through 0249, inclusive; 18-083-0-000A, 18-083-0-000B, and 18-083-0-000C; 19-059-0-0301 through 0347, inclusive; 19-059-0-001E, 19-059-0-001F, and 19-059-0-001G; 19-073-0-0401 through 0435, inclusive; 19-073-0-001H, 19-073-0-001I, 19-073-0-001J, and 19-073-0-001K; 20-001-0-0501 through 20-001-0-0537, inclusive; 20-001-0-000A through 20-001-0-000D, inclusive; 20-021-0-0601 through 20-021-0-0653, inclusive; 20-021-0-000A through 20-021-0-000C, inclusive; 20-028-0-0701 through 20-028-0-0734, inclusive; 20-028-0-001L, 20-028-0-001M, and 20-028-0-001N; 20-029-0-0801 through 20-029-0-0838; 20-029-0-001O, 20-029-0-001P, and 20-029-0-001Q

## CERTIFICATE OF AMENDMENT

OF

### AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.

THIS CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D. (the "Certificate") is made effective as of November 20<sup>th</sup>, 2018 (the "Effective Date") by PASTURES AT SADDLEBACK P.U.D. HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation (the "Association") with respect to the following:

WHEREAS, Saddleback Pastures, L.C., a Utah limited liability company (the "Declarant") made and executed that certain *AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* (the "First Amended and Restated Declaration") dated and recorded on August 4, 2015, as Entry No. 416674 in the official records of the Recorder of Tooele County, Utah (the "Official Records"), as expanded by that certain *PLAT 3 AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* dated and recorded on November 10, 2016 as Entry No. 439190 in the Official Records, as further expanded by that certain *PLAT 4 AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* dated and recorded on June 26, 2017 as Entry No. 450801 in the Official Records, as further expanded by that certain *Plat 5 Amendment To The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D.* dated December 14, 2017, and recorded in the Official Records on December 14, 2017, as Entry No. 459896, as further expanded by that certain *Plat 6 Amendment To The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D.*

dated June 6, 2018, and recorded in the Official Records on June 6, 2018, as Entry No. 468798, as further expanded by that certain *Plat 7 Amendment To The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D.* dated and recorded in the Official Records on July 2, 2018, as Entry No. 470238, as further expanded by that certain *Plat 8 Amendment To The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D.* dated and recorded in the Official Records on July 2, 2018, as Entry No. 470242, and as further amended by that certain *FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* dated and recorded on November 10, 2016, as Entry No. 439193 in the Official Records, as further amended by that certain *Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D.* dated July 17, 2017, and filed in the Official Records on July 17, 2017, as Entry No. 451892, (collectively, the "Prior Declaration")

WHEREAS, the Prior Declaration encumbers those certain tracts of land situated in Tooele County, State of Utah, (the "Property") as more fully described Schedule "A" attached to the Second Amended and Restated Declaration (defined below).

WHEREAS, the Association is the homeowners' association for the Property, as provided for in the Prior Declaration.

WHEREAS, pursuant to Section 6 of the First Amended and Restated Declaration ("Section 6"): (a) the Prior Declaration may be changed, altered or amended, other than releasing the Property in whole or in part from the provisions of this Prior Declaration, at any time by the affirmative action of the Owners (as defined in the Prior Declaration) of sixty-seven percent (67%) of the eligible votes of Owners of Lots (as defined in the Prior Declaration) within the Property and (b) any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association (defined below), which shall certify that the votes required by Section 6 for amendment have been obtained.

WHEREAS, sixty-seven percent (67%) of the eligible votes of Owners of Lots have voted to amend and restate the Prior Declaration to amend, clarify and expand certain provisions as provided in that certain *SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.* attached hereto as Exhibit "A" (the "Second Amended and Restated Declaration").

NOW, THEREFORE, the Association hereby certifies that the votes required by Section 6 to approve and adopt the Second Amended and Restated Declaration have been obtained and that the Second Amended and Restated Declaration is hereby adopted as of the Effective Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Association has executed this Certificate as of the Effective Date.

PASTURES AT SADDLEBACK P.U.D.  
HOMEOWNERS' ASSOCIATION, a Utah  
nonprofit corporation

By: *Arnold Miller*  
Arnold Miller, President

Attest:  
*Christopher F. Robinson, Sec*  
Christopher F. Robinson  
Secretary

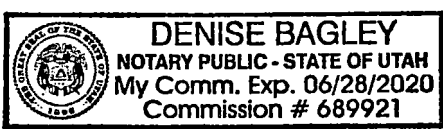
STATE OF UTAH )  
COUNTY OF *Davis* ) : ss.

On this *20<sup>th</sup>* day of November, 2018, personally appeared before me ARNOLD MILLER and CHRISTOPHER F. ROBINSON who being by me duly sworn did say they are the President and Secretary, respectively of the PASTURES AT SADDLEBACK P.U.D. HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation, and that the within and foregoing instrument was signed on behalf of said corporation.

*Denise Bagley*  
NOTARY PUBLIC

My Commission Expires  
*06/28/2020*

Residing at: *Salt Lake City*



**EXHIBIT "A"**  
**TO**  
**CERTIFICATE OF AMENDMENT**

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.**

**[SEE ATTACHED]**

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D., is made effective as of November 20<sup>th</sup>, 2018 (the "Effective Date"), by SADDLEBACK PASTURES, L.C., a Utah limited liability company (referred to herein as "Declarant"), with respect to the following:

WHEREAS, Declarant is the legal and beneficial owner of a certain tract of land (the "Property") situated in Tooele County ("Tooele County"), State of Utah, as more fully described Schedule "A" attached hereto;

WHEREAS, Declarant desires to subject the Property to the provisions of this Declaration to provide covenants, conditions and restrictions applicable to the Property and the development thereof into a private residential community of single-family parcels; and

WHEREAS, Declarant intends to sell Lots (as defined herein) within one or more Subdivisions or Subdivision Plats within the Property, pursuant to a general plan of improvement and subject to certain covenants, conditions, restrictions and agreements between and among the several purchasers of said Lots, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be sold, transferred, conveyed, used, leased, occupied, developed, resided upon, landscaped, mortgaged, or otherwise hypothecated or otherwise encumbered, and held subject to the following covenants, conditions, restrictions, agreements, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and Lots hereby or hereafter made subject hereto. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the Property and Lots now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of a Lot, and any owner of any other portion of the Property, including Declarant. The Subdivision is not a cooperative.

1. **DEFINITIONS.** The following words, when used in this Declaration shall have the following meanings:

1.1 "Assessment and Voting Unit" or "Unit(s)" means the value and/or vote assigned to each Lot. Each Lot is assigned one (1) Assessment and Voting Unit as provided in Sections 11 and 14.3 of this Declaration. The Unit(s) is/are permanently assigned to a Lot for assessment and voting purposes.

1.2 "Association" means and refers to the PASTURES AT SADDLEBACK P.U.D. HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation, its successors and assigns.

1.3 “Board of Directors” or “Board” means those three (3) individuals elected by the Members to serve on the board of directors of the Association and to perform their duties and responsibilities as outlined in Bylaws and in this Declaration. The Board of Directors are elected by the Members each year at the annual meeting of the Association.

1.4 “Bylaws” means the Bylaws of the Association. The initial Bylaws of the Association are attached hereto as Schedule “E”, which are incorporated herein by this reference.

1.5 “Committee” means the Architectural and Structural Control Committee referred to in Section 8 of this Declaration.

1.6 “Common Property(ies)” means any and all real and personal property and easements as shown on any of the Subdivision Plats consisting of any portion of the Property, and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7 “Declarant” means and refers to SADDLEBACK PASTURES, L.C., a Utah limited liability company, and the successors-in-title and assigns of SADDLEBACK PASTURES, L.C., provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Property, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the “Declarant” hereunder by the grantor of such conveyance, which grantor shall be the “Declarant” hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as “Declarant” hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the “Declarant” hereunder at any one point in time.

1.8 “Front Yard Landscaping” means the landscaping installed on the portion of a Lot between the front of the dwelling constructed on the Lot and the street in front of such dwelling, to a width of the lesser of (i) the width of Lot fronting on such street or (ii) the width of the dwelling fronting on such street plus forty (40) feet on each side [hence, a total of eighty (80) feet] of the dwelling. Front Yard Landscaping shall conform to this Declaration and the Water Declaration.

1.9 “Landscape Plan” shall have the meaning specified in the Water Declaration.

1.10 “Lot(s)” means each of those plots of land so designated upon any Subdivision Plats, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of street improvements, a single family residential dwelling site as shown on such Subdivision Plats. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, Membership in the Association.

1.11 “Majority” means those eligible votes totaling more than fifty percent (50%) of the total eligible number.

1.12 “Member(s)” means the person(s) or entity(ies) who has(have) Membership in the Association.

1.13 “Membership” means being a Member of the Association as defined in Section 13 herein. The sole qualification for Membership in the Association is ownership of one or more Lots. The Owners of Parcels shall not be deemed to be Members of the Association.

1.14 “Mortgage” means any mortgage, deed of trust, or other instrument to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

1.15 “Mortgagee” means the holder of a Mortgage.

1.16 “Owner(s)” means and refers to the record owner, whether one or more Persons, of the fee simple title to any Lot, unless the Lot is being sold under contract, in which case the record owner and the contract buyer may, by written designation delivered to the Association, designate the contract buyer as the Owner. “Owner” does not include any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.17 “Parcels” means those certain parcels identified on Subdivision Plats with alphabetical characters, such as Parcels A, B, C, etc., which Parcels shall not constitute Lots for purposes of this Declaration and shall not be entitled to any voting, assessment, or dwelling units or other rights of the Association. Parcels may be used as Common Properties and for other non-residential uses as may be specifically designated on any Subdivision Plat.

1.18 “Person(s)” means any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity. If this Declaration allows or requires a vote, act or action, a “Person” which is a corporation, joint venture, partnership, association, limited liability company, trust or other legal entity, other than a natural person, may act by an officer, director, partner, trustee, manager, or other agent or legal representative designated in a properly executed writing delivered to the Association, Committee, or Declarant, as the case may be.

1.19 “Property” means the tracts of land located in Tooele County, Utah, which are more fully described on Schedule “A” attached hereto, as may be expanded from time to time by the Declarant pursuant to Section 15 herein below.

1.20 “Subdivision” or “Subdivisions” means one or more subdivisions of all or portion of the Property into Lots, Parcels, streets, and easements, etc. A “Subdivision Plat” means a plat map for a Subdivision recorded in the Official Records. The initial Subdivision Plat for the first Subdivision on the Property is the Pastures at Saddleback P.U.D. Plat 2 recorded on August 19, 2014 as Entry No. 402261 in the Official Records.

1.21 “Unit(s)” is defined in Section 1.1, above

1.22 “Water Declaration” shall have the meaning as defined in Section 7.10 hereinbelow.



2. **PROPERTY SUBJECT TO THIS DECLARATION.** The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property located in Tooele County, Utah, described on Schedule "A" to this Declaration, as may be expanded by the Declarant, in its sole discretion, pursuant to Section 15 hereinbelow.

3. **MUTUAL AND RECIPROCAL BENEFITS BETWEEN AND AMONG LOTS, OWNERS, DECLARANT AND THE PROPERTY.** All of the covenants, conditions, restrictions and agreements set forth in this Declaration are for the direct and mutual and reciprocal benefit of the Property and each and every Lot hereafter created from time to time and are intended to create reciprocal rights and obligations between and among the respective Owner(s) of each and all of the Lots and to create a privity of contract and estate between and among the Owners of each and all of the Lots, their heirs, successors and assigns, and shall, as to the Owner(s) of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots.

4. **PERSONS BOUND BY THIS DECLARATION.** All covenants, conditions, and restrictions herein stated shall run with the land and all Owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented and agreed with the present and future Owner(s) of each Lot and Declarant, and with their respective successors and assigns to conform to and observe the following covenants, conditions, restrictions and stipulations as to the use thereof and construction of residences, structures and improvements thereon.

5. **DURATION.** The provisions of this Declaration shall be and remain effective for a period from the date hereof to December 31, 2065, at which time said covenants, conditions, restrictions, stipulations and agreements shall be automatically extended for successive periods of 10 years, unless, by an affirmative vote of sixty-seven percent (67%) of the then eligible votes of Owners of Lots within the Property prior to the date of an automatic extension, it is agreed to release the Property in whole or in part from the provisions of this Declaration and such agreement is evidenced by an appropriate written agreement specifying the Property released, signed by the then Owners of said sixty-seven percent (67%) of the eligible votes of Owners of Lots within the Property, and filed in Official Records prior to the date of an automatic extension, which agreement shall be effective upon the date such automatic extension would otherwise have occurred. Every purchaser or grantee of any Lot or any interest in any of the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall be extended and renewed as provided in this Section.

6. **AMENDMENT.** These restrictions, conditions, covenants and agreements, however, may be changed, altered or amended, other than releasing the Property in whole or in part from the provisions of this Declaration, at any time by the affirmative action of the Owners of sixty-seven percent (67%) of the eligible votes of Owners of Lots within the Property. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of eligible mortgagees is required for such amendment, that such approval has been obtained. To the extent

permitted by applicable law, any amendment regarding paragraph 7.1 of this Declaration shall require the unanimous vote of all of Owners of all of the Lots within the Property. Any such amendment shall be evidenced by the execution of an appropriate agreement in writing signed by one hundred percent (100%) of such Owners filed for record in the Official Records.

The provisions of this Section 6 shall not apply to the Declarant's rights to expand the Property covered by this Declaration and to thereby expand the number of Lots and Membership in the Association pursuant to Section 15 hereinbelow.

## 7. RESTRICTIONS ON USE, CONSTRUCTION, LOCATION OF IMPROVEMENTS.

7.1 LAND USE. No Lot shall be used except for residential purposes, for a single-family dwelling and accessory buildings, structures and facilities for one family, including domestic help not to exceed three (3) persons in the service of such family. Not more than one single family dwelling shall be built on any Lot. No Lot shall be divided or subdivided to create any additional Lot or other parcel or site on which a single family dwelling may be built or located. In the event of any conflict between provisions of this Section and any other Section or provision of this Declaration, this Section shall predominate and prevail.

7.2 BUILDING TYPE, HEIGHT, GRADING, SIZE. No buildings shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling and a private garage for not less than two (2) nor more than four (4) vehicles and such accessory buildings, structures facilities and appurtenances as may be approved by the Committee. Depending upon the design of the dwelling structure, the Committee may, if it deems such action advisable, approve parking inside the dwelling structure for more than four (4) vehicles. Unless otherwise approved in writing by the Committee, the height of any dwelling, building, structure, facility or appurtenance thereto, at any point shall not be higher than thirty-five feet (35') above the Natural Grade of a Lot. Such maximum Building height shall be measured as the vertical distance between the top of the roof and the Natural Grade at any given point of building coverage. "Natural Grade" as used herein means the grade or slope of the Lot in its natural condition or, in the case where the Declarant modifies the grade before or immediately following the recordation of a Subdivision Plat and as a part of the installation of Subdivision improvements, the grade as contoured by the Declarant.

The Natural Grade of a Lot shall not be materially modified except in connection with the construction of a dwelling or other improvements and/or the landscaping on a Lot pursuant to Plans and/or a Landscape Plan, if any, that have been approved in writing by the Committee pursuant to the terms of this Declaration; provided, however, in no instance shall the Natural Grade be modified in a manner which would circumvent the height limitation defined in this Section 7.2.

The Committee, in reviewing Plans for proposed improvements, dwellings, accessory buildings, structures, facilities and appurtenances, may consider the impact of such upon the views, including but not limited to uphill or downhill views, from other Lots, in approving, denying or conditionally approving the proposed dwelling, buildings, structures, facilities, appurtenances or improvements, or in granting any variance or exception thereto pursuant to Section 8.5 hereof.

Minimum Above-Grade Finished Living Areas.

For Lots greater than thirteen thousand (13,000) square feet in size:

Every detached single family dwelling, exclusive of garages and open porches, erected on any Lot shall have a minimum above grade finished living area, excluding garages, of one thousand one hundred (1,100) square feet for a single level residence or two thousand one hundred (2,100) square feet for a multi-level or two story dwelling provided, however, that a two story dwelling shall have a minimum of seven hundred (700) square feet on the first floor above grade.

For Lots thirteen-thousand (13,000) or less square feet in size:

Every detached single family dwelling, exclusive of garages and open porches, erected on any Lot shall have a minimum above grade finished living area, excluding garages, of one thousand one hundred (1,100) square feet for a single level residence or one thousand eight hundred (1,800) square feet for a multi-level or two story dwelling provided, however, that a two story dwelling shall have a minimum of seven hundred (700) square feet on the first floor above grade.

7.3 MOVING OF STRUCTURES. No structure of any kind shall be moved from any other place to any Lot, except for new factory built or manufactured dwellings or accessory buildings specifically approved, prior to placement on the Lot, by the Committee.

7.4 TEMPORARY STRUCTURES. No trailer, basement, tent, shack or other out-building shall be placed upon any Lot or used at any time within any Subdivision as a temporary or permanent residence. Subject to ordinances of Tooele County, a trailer or other temporary building may be placed upon a Lot during construction solely for the purpose of facilitating construction management, but not as a residence or for overnight accommodation, and shall be removed from the Lot immediately upon completion of construction of the dwelling on the Lot.

7.5 DILIGENCE IN BUILDING AND LANDSCAPING. When the erection or remodeling of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within fifteen (15) months, without deviation from the Plans approved by or approvals given by the Committee. No building shall remain incomplete or any remodeling unfinished for any reason for a period in excess of fifteen (15) months from the date physical construction commenced.

In instances where the Owner of a Lot that is holding such Lot and the single family dwelling subsequently erected thereon for re-sale to a homeowner (a "Homeowner"), installation of the Front Yard Landscaping in conformance with the Water Declaration shall be the responsibility of such individual Homeowner, and the Front Yard Landscaping shall be completed by the Homeowner no later than twenty-four (24) months after such Homeowner's closing of its purchase of the completed single family dwelling located on such Lot. In instances where the Owner of a Lot is building or causing to be built a single family dwelling on a Lot for such Owner's own account and use, installation of the Front Yard Landscaping shall be completed by such Owner no later than twenty-four (24) months after a Certificate of Occupancy ("C.O.")

pertaining to such single family dwelling is issued by Tooele County. Notwithstanding any provision in this Declaration to the contrary, no homebuilder that is holding such Lot and the single family dwelling erected thereon for resale (a "Homebuilder") to a Homeowner shall have any duty to install or complete landscaping of any nature on the Lot, either before or after the sale and conveyance of such Lot and the dwelling constructed thereon to a Homeowner.

**7.6 COMPLIANCE WITH TOOELE COUNTY CODES AND ORDINANCES.** All excavation work, foundations, construction, buildings, and landscaping in any Subdivision shall be done, performed, placed or constructed, as the case may be, in, on or upon each Lot in accordance with the provisions of applicable Tooele County codes and ordinances in effect when the buildings are constructed or remodeled. This provision shall not affect the applicability of the other provisions hereof.

In the event that a variance is needed from the Tooele County codes and ordinances, then simultaneously with applying for said variance, the Lot Owner shall submit to the Committee the following: (a) a copy of the completed Tooele County variance application bearing signatures of the applicant as well as any adjacent Lot Owners whose consent is being sought and (b) the Pastures At Saddleback CC&R Variance Request Form as described in Section 8.5 to this Declaration. In addition to receiving approval from Tooele County for any variance to Tooele County codes and ordinances, such variances must be approved in writing by the Committee.

**7.7 SET BACKS.** The building setbacks for any Lot in any Subdivision created upon the Property shall be as shown on the Subdivision Plat creating such Lot; provided, however, in the event that such Subdivision Plat does not specify building setbacks, then the setbacks provided in the Tooele County codes and ordinances for the applicable zoning district shall apply.

The location of all dwellings and any permitted detached garage or other detached accessory buildings or structures must be approved in writing by the Committee prior to the start of construction and must comply with all applicable Tooele County regulations.

For the purpose of this covenant, eaves, steps and open porches without roofs will not be considered as a part of a building unless otherwise indicated by the Committee prior to approval of the Plans; provided, however, that this shall not be construed to permit any portion of any building on any Lot to encroach upon another Lot.

**7.8 DRAINAGE AND PUBLIC UTILITY EASEMENTS; ON-SITE DRAINAGE RETENTION; PROTECTION OF DRAINAGE SWALES.** Drainage and public utility easements ("PUDE's") over portions of the Property as shown on any recorded Subdivision Plat have been dedicated as drainage and/or utility easements for the use of Tooele County, public or private utility companies or entities, and/or the Association (as the case may be) for the erection, construction, maintenance and operation therein or thereon of drainage swales, conduits, ditches, ponds, or pipes and for pipes, conduits, poles, wires, cables, and other means of conveying to and from the Lots and Parcels, gas, electricity, power, water, telephone, communication services, cable television, telegraph services, sanitary sewer, storm drainage, and other services for convenience of Owners of Lots and Parcels.

The Owners of all Lots and Parcels shall: (a) be required to retain all storm drainage (runoff) within such Lot or Parcel which cannot be discharged into the drainage swale along the front of each Lot and (b) not discharge any storm drainage (runoff) upon any adjacent property, Lots or Parcels. Since it will likely be impossible for downhill Lots or Parcels to discharge storm drainage into the drainage swales along the front of each Lot or Parcel, the Owners of such downhill Lots or Parcels shall be required to retain all storm drainage (runoff) within such Lot or Parcel. A drainage retention plan for each Lot or Parcel shall be required to be submitted to and approved by the Committee as a part of the Plan approval for each Lot or Parcel.

Each Owner hereby agrees to not fill-in or block any drainage swales that are constructed within the PUDE's as shown on any Subdivision Plat and, unless otherwise approved by the Committee in writing, all drainage swales which are crossed by driveways or other hard surfaces must be bridged or piped at the Owner's expense with at least an 18" diameter culvert so as to not impede the flow of water within such drainage swales. The size, material, plans and placement of all such pipes and/or conduit must be approved by the Committee prior to installation. Except for periodic "check" dams or structures in the drainage swales to be installed by the Association or by Declarant as part of the initial Improvements, nothing shall be done or allowed which would impede drainage in the drainage swales or drainage ways adjacent to the street surface or which would impede or interfere with drainage facilities. The Association may regularly inspect all drainage swales and shall remove therefrom or otherwise correct any obstruction or other situation which may exist with potential to impede drainage within any drainage swale. The cost of such removal or correction shall be assessed to the Owner of the Lot from which such obstruction or situation has been removed.

Dedicated public roads ("Public Roads") have been or shall be granted to the Tooele County on the Subdivision Plats for the use of the public and Association, its Members, and their guests. Each Owner shall maintain, consistent with the provisions of Section 7.10, that portion of: (a) an Owner's Lot located within the areas marked PUDE or PUE on a Subdivision Plat, (b) any drainage swale adjacent to the Public Road along an Owner's Lot, whether located within a PUDE or a PUE or within the right-of-way for a Public Road, and (c) any area behind the curb and gutter or sidewalk and between any curb and gutter and sidewalk, whether located within a PUDE/PUE or within the right-of-way for the Public Road.

7.9 MINIMUM MAIN LEVEL FINISHED FLOOR ELEVATION. Unless otherwise specifically agreed to in writing by the Committee, the minimum main level finished floor elevation for any dwelling erected on any Lot shall be one-foot above the centerline of the roadway as measured at the highest point on the Lot.

7.10 LANDSCAPING. On all improved Lots (i.e., Lots on which a dwelling has been constructed and which are no longer vacant), the Owner shall: (a) install and maintain the Front Yard Landscaping in an orderly and attractive manner and as required by Section 9.8 of this Declaration and (b) maintain the remainder of the Lot in an orderly and attractive manner, including such approved improvements as may be constructed thereon and the natural grasses and weeds located within any Lot shall be periodically maintained, mowed or trimmed in order to reasonably minimize the fire hazard and to reasonably minimize an unsightly condition on such Lot. The Owner of a Lot at such Owner's expense shall perform such maintenance, mowing or trimming within ten (10) days of receipt of written notice from the Association to perform the

same. If such maintenance is not performed within ten (10) days of such notice, the Association may undertake to do the work and recover payment from the Owner for the costs incurred by such action, and record a lien against the Owner's Lot to secure the repayment of all such costs. On all vacant, unimproved Lots and until construction of an approved dwelling thereon commences, all vegetation shall be maintained in its natural state, except as provided below. Specifically, on vacant, unimproved Lots, the natural grasses and weeds located within any Lot shall be periodically maintained, mowed or trimmed in order to reasonably minimize the fire hazard and to reasonably minimize an unsightly condition on such Lot. The Owner of a Lot at such Owner's expense shall perform such maintenance, mowing or trimming within ten (10) days of receipt of written notice from the Association to perform the same. If such maintenance is not performed within ten (10) days of such notice, the Association may undertake to do the work and recover payment from the Owner for the costs incurred by such action, and record a lien against the Owner's Lot to secure the repayment of all such costs.

Notwithstanding the provisions of the foregoing paragraph or any other provision within this Declaration, as a Homebuilder proceeds with the construction of a dwelling on a Lot, such Homebuilder shall be entitled to utilize one or more adjoining Lots that are owned by such Homebuilder as a staging area for the construction of such dwelling. As a Homebuilder uses a Lot as a staging area, such Homebuilder may disturb the natural vegetation on such Lot and may utilize such Lot for ingress and egress of construction equipment and vehicles, and as a site for the placement and storage of construction materials and/or soil during the course of construction. During the course of construction, such Homebuilder shall maintain, mow or trim, as necessary the natural vegetation on such Lot used as a construction staging area in order to reasonably minimize an unsightly appearance of such vegetation. When a Homebuilder ceases to utilize any such Lot owned by such Homebuilder as a construction staging area, then, within sixty (60) days following such discontinuance of the use of such Lot as a construction staging area, the Homebuilder shall revegetate such Lot, if necessary, in order to prevent erosion and to reasonably minimize an unsightly condition on such Lot.

For each Subdivision Plat recorded on a portion of the Property, the Declarant shall cause a Declaration of Covenants, Conditions and Restrictions For Water Conservation (a "Water Declaration") to be recorded against such Subdivision Plat, which shall identify the quantity of water being allocated to each Lot and which shall provide recommendations and requirements relating to water conservation and the landscaping of each Lot.

All landscaping planting placed on a Lot by an Owner shall be properly nurtured and reasonably maintained or replaced at the Owner's expense.

Owners are permitted to use all portions of their Lots, including rooftops, but excluding front yards that are visible from the Public Roads, for food production. No restrictions shall be placed on the types of species an Owner is entitled to plant; provided, however, if an Owner chooses to have a food production garden, such gardens shall be properly cared for and reasonably maintained.

If the Association elects to landscape Common Properties, the Association shall do so using water-conserving plants and efficient irrigation methods in order to conserve water, and such

landscape plans shall be submitted to the Committee for approval in the same fashion as those for Lots.

All landscaping must be in accordance with the provisions of this Declaration and the Water Declaration.

7.11 PROHIBITION AGAINST SOIL EROSION AND RUNOFF. It shall be the responsibility of each Owner of a Lot to direct site work relative to such Lot in a manner to reasonably minimize erosion and runoff. Construction shall be conducted in such a manner as to maintain all soils on-site and prevent the movement of earth, runoff water, materials or construction debris onto neighboring property, including Public Roads, or into the storm drainage system, except as allowed by the Plans.

7.12 RURAL AREA; FARM ANIMALS. The Property is located in the Lake Point area of Tooele County which enjoys a semi-rural lifestyle, including the boarding, caring for, raising, grazing, feeding, riding, and training of horses and other livestock, farm animals, and pets often found in rural areas (collectively, "Livestock"), and their attendant noises, odors, and sights. Each Owner takes title to the Lots or Parcels with an acknowledgment that the Lake Point area surrounding the Property is a rural area which allows and welcomes Livestock and that such Owners hereby agree not to challenge, oppose, complain about, or otherwise try to prohibit, outlaw, or restrict the residents' legal rights to have Livestock in the Lake Point area.

Within and upon the Property and subject to applicable Tooele County codes and ordinances, Owners are permitted to raise and produce Livestock and farm animals including horses, cattle, sheep, poultry, and swine (collectively, "Farm Animals"); provided, however, that the following conditions must be satisfied:

- A. No Farm Animals shall be kept or maintained closer than forty feet (40') to any dwelling on any adjacent Lot.
- B. All Farm Animals shall be kept behind the dwelling, in the rear portion of any Lot.
- C. Horses, cattle, and other similarly sized large animals ("Large Animals") are only allowed on Lots that are six tenths (0.6) of an acre or larger in size and then no more than two (2) such Large Animals may be kept on any Lot at any given time.
- D. The keeping and rearing of Farm Animals on the Property shall be done in a clean and healthy way, using the best practices of animal husbandry, in order to minimize odors and noises.

7.13 ENERGY EFFICIENCY AND RENEWABLE ENERGY. Owners are encouraged to use best practices and measures for energy conservation in building and operating dwellings upon the Lots, including such things as highly efficient furnaces, appliances and lighting; quality windows; effective insulation; passive solar techniques in site orientation and building design; and active solar, wind, and geothermal strategies. Subject to applicable laws and regulations and Committee review and approval as part of the Plans, (A) rooftop renewable energy collectors or generators may be used on the Lots so long as such structures are integrated into the

overall roof design and compliment or blend in with the roofing materials and (B) portions of the Lot may be used to generate renewable energy.

8. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE.

8.1 COMMITTEE MEMBERS; QUORUM. An Architectural and Structural Control Committee (the "Committee"), consisting of three (3) members is hereby created. Except as provided below, the members of the Committee shall be appointed by the Board of Directors and the Board of Directors may fill vacancies in the Committee and remove members thereof at their pleasure. The initial notice address of the Committee shall be:

Pastures at Saddleback P.U.D.  
Architectural and Structural Control Committee  
P.O. Box 540478  
North Salt Lake, UT 80454  
Tel: (801) 677-6400  
Fax: (801) 677-6416  
Email: [crobinson@theensigngroup.com](mailto:crobinson@theensigngroup.com)

This mailing and email address shall serve as the notice address of the Committee until such time as a different address is recorded with reference to this Declaration with the Official Records. Any notice authorized, required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given (a) when delivered in person; (b) when sent by email to the email address of the Committee set forth above; (c) the next business day after deposit with Federal Express, UPS or another nationally-recognized overnight courier service; or (d) four (4) business days after depositing such notice in the United States Mail, postage prepaid, certified mail or registered mail, return receipt requested, and in each case properly addressed utilizing the foregoing address.

The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any Plans, any Landscape Plans, if an Owner elects to submit a Landscape Plan, or specifications for all structures to be erected or remodeled on Lots within the Property, so that all structures shall conform to the restrictions contained herein and to the general development plans of the Declarant and of the Committee, for the benefit, improvement and development of the Property. In exercising its duties as defined in this Declaration, the Committee shall use as its standards for approving or rejecting any Plans or specifications the criteria contained in this Declaration, with particular attention to the impact of the proposed structure(s) on the harmony of the development of all of the Property. In following the guidelines contained in this Declaration, the Committee shall act reasonably and not arbitrarily in approving or denying Plans brought before it. Nothing in this paragraph shall be construed as authorizing or empowering said Committee to waive any restrictions which are set forth in this Declaration, except as herein specifically provided.

The Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2) members of said Committee and shall be in conformity with the procedure outlined in paragraph 8.2 below.



8.2 ARCHITECTURAL AND STRUCTURAL CONTROL PROCEDURE, APPROVAL REQUIRED. No building or structure, including a dwelling, garage, driveway (subject to Section 7.8), accessory building, barn, fence, wall, tennis court, greenhouse, swimming pool, or other facility, shall be erected, remodeled or placed on any Lot until the written approval of the location, height, design, materials, colors of materials and harmony with existing structures has first been obtained from the Committee. No construction of any kind or nature on any of the Lots shall be commenced until road grade has been established. Except for approval of a variance or exception consistent with the criteria of Section 8.5, approval by the Committee shall not affect, or constitute a waiver of, the rights of any Person, Owner, or of Declarant who may enforce the provisions of this Declaration.

Owners shall submit to the Committee the following design plans (collectively, the “Plans”):

A. A site plan, drawn to scale and including the following: (1) a topographic map of the Lot at 2’ contour intervals showing the Natural Grade (as defined above) and the proposed grade, (2) the dimensions of the Lot, (3) the location and elevation relative to the Natural Grade of all roads and public way improvements (existing and proposed), (4) all easements and rights-of-way affecting the Lot, (5) the footprints and elevations relative to Natural Grade of all proposed structures or improvements, including fences, walls, garages, roof overhangs, retaining walls, driveways, accessory buildings, barns, patios, sidewalks, fences, mechanical equipment, swimming pools, sport courts or similar recreational structures, and (6) the elevations relative to Natural Grade of the basement finished floor, main and upper finished floors, and roof ridges (collectively, the “Site Plan”);

B. Floor plans and elevations of the front, rear, and all sides of all structures;

C. A fully completed “Pastures At Saddleback P.U.D. Plan Submittal Worksheet,” the form for which is attached hereto as Schedule “B”;

D. A check for Two Hundred Dollars (\$200), increased by an annual compounded escalator of 3% per annum on January 1 of every year, beginning on January 1, 2018, made payable to the Pastures At Saddleback P.U.D. Homeowners’ Association as a plan review fee (the “Plan Review Fee”);

E. Fence or wall plans showing the dimensions and construction of any proposed fence and wall, including sections and elevations to show the structure’s materials and appearance; and

F. If a variance or exception is being requested pursuant to Section 8.5 hereof, the “Pastures At Saddleback P.U.D. CC&R Variance Request Form”, a copy of which is attached as Schedule “C” hereto.

Within ten (10) days after receipt of the Plans by the Committee, the Committee shall reasonably approve or disapprove the Plans and shall evidence such approval or disapproval by issuing a written approval or disapproval letter, signed by a Majority of the Committee, the form of which is attached hereto as Schedule “D” (and in the case of a denial, shall indicated in writing the reasonable basis for the denial). If the Plans are not approved or disapproved by the Committee

with such ten (10) day period, then the Plans shall be deemed approved. Such approval shall only be valid if construction is commenced within twelve (12) months of the date of such approval or deemed approval, as applicable.

The submission of Plans shall be deemed received only when delivered to the Committee as follows: (1) by delivering the Plan Review Fee and one (1) complete set of 11" x 17" or larger, scaled prints of the Plans to the Committee at its notice address provided in Section 8.1 above; or (2) by delivering the Plan Review Fee to the Committee at its notice address provided in Section 8.1 above and by emailing to the Committee at its email address provided in Section 8.1 above a complete digital copy (.pdf file format) of the Plans.

The Committee shall not permit any oral modification of the Plans, and all Plans so submitted will be evaluated based solely on the submitted Plans.

**8.3 ADDITIONAL ARCHITECTURAL AND SITE DEVELOPMENT GUIDELINES.** In addition to those requirements set forth elsewhere in this Declaration, the following architectural guidelines shall apply to all Lots:

A. **Harmony in Building.** The exterior material of all buildings shall be either brick, stone, wood, stucco or other material approved by the Committee, or a combination thereof. The roofing materials shall be metal, tile, treated wood shingles, architectural grade asphalt shingles, or other fire resistant material approved by the Committee, in approved colors. All construction shall be of new materials except for "used brick" or "used stone" or other used specialty materials specifically approved by the Committee.

B. **Fences and Walls.** All fences and walls shall be in conformity with Tooele County ordinances. All fence and wall materials and placement must be harmonious with the natural environment and must be approved by the Committee prior to erection. No fence or wall shall be erected on any Lot nearer to the street improvements than the minimum front yard set back. No fence or wall shall be higher than six feet (6'). The Committee shall deem acceptable and approved for the construction of fences and walls within the Subdivision any materials other than chain link.

C. **Exterior Lighting.** The design of each home may include exterior lighting. All such exterior lighting shall require the prior approval of the Committee. All fixtures used on the home's exterior and all outdoor site lighting must be installed so as to control glare and light-spill onto adjacent properties.

D. **Samples.** If requested by the Committee, prior to the construction of any building or structure, appropriate building material samples and material colors must be provided to the Committee in order to determine if said materials comply with the terms and intent of these covenants, conditions and restrictions.

E. **Rockwork.** Boulders or rock used for decorative or structural purposes in the landscape or retaining walls should harmonize with the existing rock found upon the Property.

**8.4 ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE DECISION; LIABILITY.** All decisions of said Committee shall be final, and neither said

Committee, nor its members, nor any designated representative, shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the Lot Owners and/or their designer, architect or builder. The Committee's review of Plans shall in no way be concerned with the structural or mechanical integrity or ability of the building or with architectural or structural soundness thereof. Construction of any structure or improvement on a Lot in accordance with approval of the Committee shall constitute a waiver by any Lot Owner of any claim or cause of action against the Committee and/or its members that the approval of the Committee or any requirements or conditions of the approval are contrary to or inconsistent with the provisions of this Declaration.

8.5 VARIANCE FROM OR EXCEPTION TO PROVISIONS OF THIS DECLARATION. Subject to the provisions of Section 7.1, which provisions may not be waived, excepted or granted variance therefrom, the Committee may, after receiving written application stating the basis therefor (on the attached Pastures at Saddleback P.U.D. CC&R Variance Request Form), and upon written approval from the Committee stating the basis therefor, at any time, grant variance from or exception to any of the requirements of Sections 7.2, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.12, 7.13, 8.2 and 8.3 of this Declaration, if the Committee finds, based upon the application or such further evidence or investigation as it may require: (a) the strict application of any provision would result in exceptional practical difficulties to, or undue hardship upon, the Owner, and (b) strict application of the provision or restriction is unnecessary to carry out the general purpose of this Declaration, and (c) the variance or exception would not be materially detrimental to the reasonable use and enjoyment of any other Lot within the Property by the Owners of such other Lots.

8.6 INDEMNIFICATION OF COMMITTEE. The Committee shall be indemnified by the Association to the maximum extent allowed under the Bylaws and Articles of Incorporation of the Association. Furthermore, the Board of Directors may purchase liability insurance for the Committee as allowed under the Bylaws.

## 9. OTHER RESTRICTIONS AND PROHIBITIONS.

9.1 NUISANCES. Except as may be expressly permitted elsewhere in this Declaration, no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

9.2 NO BUSINESS OR COMMERCIAL ACTIVITIES. Except for home-based businesses as may be allowed under Tooele County codes and ordinances in the zoning district of which the Property is a part, no Owner may engage in business or commercial activities upon a Lot.

9.3 STORAGE. No storage of any articles, materials, equipment or vehicles (recreational or otherwise, including but not limited to boats, campers and trailers) of any nature is permitted in the front yard of any Lot, except that regularly used passenger vehicles properly licensed and in running order may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only (a) in garages or approved accessory buildings located to the rear of the house or (b) upon a pad located on one side of the house and then only if located to the rear of the front of the house.

9.4 SIGNS. Except for signs displayed by the Declarant, its agents, brokers, employees, or affiliates, or Homebuilders during the sales and construction period of the development, no signs, other than name plates, shall be displayed to the public view on any Lot except one sign not exceeding five square feet advertising the availability for sale or lease of a Lot and the improvements thereon.

9.5 DRILLING AND MINING. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any portion of the Property.

9.6 RUBBISH. No rubbish shall be stored or allowed to accumulate anywhere in the Property, except in sanitary containers appropriately shielded from public view.

9.7 TRANSMITTING AND RECEIVING EQUIPMENT. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or Lot; provided, however, a television antenna or satellite dish receiver may be placed in a yard at a secluded location, at a height, and in a manner specifically approved by the Committee in writing prior to erection. Any antenna or receiver must be reasonably shielded from view from streets and other Lots.

9.8 DUTY TO MAINTAIN. It is the obligation of the Owner of each Lot to maintain properly his or her Lot and the improvements to the Lot in a good state of repair and in an attractive, safe, and healthy condition at all times in order to preserve and enhance the enjoyment of the Subdivision.

9.9 CONSTRUCTION DEBRIS. Except as provided in Section 7.10 pertaining to Homebuilders, all Owners shall properly maintain their Lots during the construction period so as to insure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining Lot or any other private or Common Property or Public Road right-of-way. Owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining property. Owners agree that the Declarant and or the Association shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining property resulting from activities of an Owner, its builder, or any other person employed or otherwise controlled by an Owner, and record a lien against the Owner's property to secure the repayment of all sums expended by the Association or by the Declarant in cleaning up and removing said "spoils" and debris from adjoining public or private property, if the same is not voluntarily cleaned up and removed by the Owner within 48 hours of written notice from the Declarant or the Association, identifying the required clean up and removal work.

10. ACCEPTANCE OF RESTRICTIONS. All Owners and purchasers of Lots, by acceptance of contracts or deeds for any Lot or any portion thereof, and all occupants, by their possession or occupancy, shall thereby be conclusively deemed to have consented and agreed to all provisions of this Declaration.

11. MANNER OF VOTING. In voting, pursuant to the provisions of this Declaration, the Owner of each Lot shall be entitled to one (1) vote. Any amendment or repeal of this Declaration resulting from any such vote shall be evidenced by an appropriate written instrument

signed by the required number of Owners, which instrument shall be acknowledged and promptly recorded in the Official Records.

12. VIOLATIONS OF RESTRICTIONS, PENALTIES. Violation of any of the covenants, conditions, restrictions, or agreements herein contained shall give the Declarant, until Declarant has sold all the Lots, or the Association and their successors and assigns, the right to enter upon any Lot and any property on which said violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction or agreement of this Declaration is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.

13. ASSOCIATION MEMBERSHIP. The Owner of each Lot shall be deemed to have a Membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's Membership. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Property. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, Membership in the Association.

#### 14. ASSESSMENTS.

14.1 PURPOSE OF ASSESSMENT. The assessments provided for herein shall be used for the general purposes of providing services for the convenience, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots contained within the Property, including but not limited to landscaping and maintenance of Common Properties, PUDE's, storm drain and utility systems, curb, gutter, sidewalk, trails, fences, landscaping and other real and personal property and/or easements owned by the Association, all as may be more specifically authorized from time to time by the Association.

14.2 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration or the Bylaws. All such assessments, together with late charges, interest at eighteen percent (18%) per annum, compounded monthly (or such lower rate fixed by the Association, or so as not to exceed the maximum legal rate), costs, and reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Owner(s) of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each

assessment coming due while he or she is the Owner of a Lot, and his or her grantee(s) shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any bona fide first Mortgage holder until such first Mortgage holder or other person takes title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid in such manner and on such dates as may be fixed by the Association, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment in any case where any installment is delinquent. Unless otherwise provided by the Association, the assessment shall be paid in advance in quarterly installments on January 1, April 1, July 1, and October 1 of each year.

14.3 ALLOCATION OF ASSESSMENT AMOUNT. Each Lot shall bear an assessment equal to the ratio of one divided by the total number of Lots that have been created at any given time by the recordation with the Official Records upon the Property.

14.4 ANNUAL BUDGET; COMPUTATION OF LOT ASSESSMENT. The Board of Directors shall prepare a budget covering the estimated costs of operating the Association during the next calendar year, which shall include anticipated operating costs and a capital contribution or reserve for repair and/or replacement of physical improvements within the Subdivision, which the Association is responsible to repair and/or replace pursuant to the terms of the Declaration, in accordance with a capital budget separately prepared. The Association shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved by a Majority of Owners at a meeting of the Owners within forty-five (45) days after the budget is presented to the Owners by the Board of Directors in accordance with Section 57-8a-215, as amended from time to time. Notwithstanding the foregoing, however, in the event the Membership disapproves the proposed budget or the Association fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year(s). Within one-hundred twenty (120) days following the end of each calendar year the Association shall prepare a reconciliation of the prior year's operating budget and actual receipts and expenditures and shall deliver such reconciliation to each Owner in written form. If the Association has surplus funds in its operating budget on hand from prior year(s), the total of such funds on hand may be deposited in the Reserve Fund (as defined below) at the discretion of the Board of Directors.

14.5 SPECIAL ASSESSMENTS. In addition to the other assessments authorized herein, the Association may levy special assessments in any calendar year. So long as the total amount of special assessments allocable to each Unit does not exceed One Thousand Dollars (\$1,000.00) (plus an annual compounded escalator of 3% per annum every year commencing in 2015) in any one fiscal year, the Association may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Unit to exceed this limitation shall be effective only if approved by a Majority of Owners. Special assessments shall be paid as determined by the Association, and the Association may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

14.6 LIEN FOR ASSESSMENTS. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of real property ad valorem taxes, and (b) liens for all sums unpaid on a bona fide first Mortgage or on any Mortgage to Declarant duly recorded in the Official Records and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such Mortgage.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the Official Records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

14.7 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments, which are not paid when due, shall be deemed delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in the amount of five percent (5%) of the amount due. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within sixty (60) days, a lien, as herein provided, shall automatically attach and, in addition, the lien shall include the late charge, interest at the rate of eighteen percent (18%) per annum compounded monthly, or such lower rate so as not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid ninety (90) days after the due date, the Association may, as the Association shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of deeds of trust, Declarant hereby designates First American Title Insurance Agency, having an office in Salt Lake City, Utah, as trustee ("Trustee") and conveys and warrants pursuant to Sections 57-1-20, 57-8a-302 and 57-8a-402 of the Utah Code to Trustee, with power of sale, the Lots or Parcels and all of the improvements to the Lots or Parcels within the Subdivision for the purpose of securing payment of all of the assessments under the terms of this Declaration. Each Owner, by accepting a deed to a Lot or Parcel, also hereby conveys and warrants to Trustee, with power of sale, each Lot and/or Parcel acquired by such Owner and all of the improvements thereon for the purpose of securing payment of all of the assessments under the terms of this Declaration and such Owner's performance of such Owner's obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Property beyond those rights and interests necessary and appropriate to foreclose any liens against Lots or Parcels arising pursuant hereto. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease,

mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or 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 or inaction by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments made by Owners shall be applied first to costs and attorneys' fees, then to late charges, then interest and then to unpaid assessments.

14.8 DATE OF COMMENCEMENT OF ASSESSMENTS. An assessment for the first quarter of 2015 shall be due from Owners of then-existing Lots on January 1, 2015 in an amount determined by the Association not to exceed one-quarter of the total amount of the 2015 budget. Notice of the assessment shall be sent by mail or given personally on or before December 20, 2014 to Owner(s) of then-existing Lots in the then existing Subdivision(s) within the Property.

The first full annual assessments for all then-existing Lots subject to assessment under this Declaration shall be for the calendar year 2015. The assessments for 2015 and subsequent years shall be due and payable quarterly or in a manner and on a schedule as the Board of Directors may otherwise provide as set forth in Section 14.2.

14.9 ASSESSMENT OBLIGATION OF DECLARANT. Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each Lot it owns.

14.10 SPECIAL ASSESSMENT AGAINST A PARTICULAR OWNER OF LOT. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The costs of such repair, maintenance and/or restoration shall be added to and become part of the annual assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 14.7.

14.11 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall, as to each Lot, be superior to all other liens and encumbrances on such Lot, save and except (a) liens of real property ad valorem taxes, and (b) liens for all sums unpaid on a bona fide first Mortgage or on any Mortgage to Declarant duly recorded in the Official Records and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such Mortgage.



#### 14.12 NO ASSESSMENTS FOR INITIAL SUBDIVISION IMPROVEMENTS.

Neither the Association nor any of its Owners shall be assessed to pay for any capital expenditures for any initial Subdivision improvements unless otherwise agreed to in writing. Pursuant to Section 16 below, the Declarant shall bear the cost of installing and construction all initial Subdivision improvements and other Common Properties/facilities.

#### 14.13 ASSESSMENTS FOR THE RESERVE FUND.

Pursuant to Section 14.4 above, the Association may assess, as a part of its annual assessment, a capital contribution to fund an accumulating reserve for present and future repairs and/or replacement of the physical improvements within the Subdivision, which the Association is responsible to repair and/or replace pursuant to the terms of this Declaration (hereafter the "Reserve Fund"). The Board of Directors shall manage the Reserve Fund in accordance Section 57-8a-211 of the Utah Code, as may be amended from time to time, including, without limitation, causing a Reserve Fund analysis to be conducted on a periodic basis.

15. DEVELOPMENT AGREEMENT; EXPANSION OF THE PROPERTY BY DECLARANT. The Property is a portion of the lands covered by that certain Development Agreement by and between Tooele County, a political subdivision of the State of Utah, and Saddleback Partners, L.C., a Utah limited liability company, (the "Developer") dated July 5, 1998, and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Official Records (the "1998 Agreement"); as amended by that First Amendment to Development Agreement dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Official Records (the "First Amendment"); as amended by that certain Development Agreement Property Release dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Official Records (the "Release" and collectively with the 1998 Agreement and the First Amendment and as may be amended from time to time in the future, the "Development Agreement"). The Declarant is an affiliate and/or assignee of the Developer. The Development Agreement provides for the development of the Property and other lands in the vicinity, as described in the Development Agreement or as may be added or expanded from time to time (collectively, the "Lands"). The Declarant shall have the right, but not the obligation, from time to time in its sole discretion to expand the Property to include any portion of the Lands located west of the Union Pacific Railroad and east of State Route 36 (the "Expansion Area"). The Declarant shall effectuate such expansion by recording in the Official Records: (a) one or more Subdivision Plats within the Expansion Area and (b) an amendment to this Declaration referencing this Section 15 and adding such portions of the Expansion Area into the definition of the Property.

Each purchaser or Owner of Lots or Parcels in this Subdivision takes title to the Lots or Parcels with an acknowledgment that the Developer or, upon assignment from the Developer, the Declarant, and their successors and assigns have the right to develop the Lands pursuant to the rights granted to them in the Development Agreement, and such purchasers or Owners hereby agree not to challenge, oppose, file a complaint, complain about, or otherwise try to prohibit the Developer's or Declarant's exercise of its rights to develop the Lands pursuant to the Development Agreement.

## 16. SUBDIVISION IMPROVEMENTS.

16.1 WARRANTY BY DECLARANT. In developing any Subdivision, Declarant shall install (a) water, sewer and storm drain lines or facilities to service or provide service to the Lots, and (b) streets within the areas identified as "Dedicated Public Road". Declarant hereby warrants all of the improvements, lines and facilities installed or to be installed by Declarant referred to in the next preceding sentence (but not those installed by Tooele County or others) for a period of one (1) year from the date of substantial completion, as reasonably determined by Declarant, of each against faulty materials and workmanship. This warranty is in lieu of all other warranties, including warranties of merchantability, fitness for purpose, or other warranties, express, implied, or otherwise regarding the improvements, lines and facilities referred to in this Section. Any implied warranty is limited to the one-year period of the above written warranty. Should any failure to conform to this warranty occur or appear within the warranty period, Declarant shall, upon written notification from the Association of such failure, correct the defect or non-conformity by repairing, replacing, or correcting the faulty materials or workmanship. Declarant shall not be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive.

16.2 DAMAGE TO SUBDIVISION IMPROVEMENTS. Any Owner or person who directly or through an agent, contractor, subcontractor, or employee, causes damage to any of the Association's improvements, lines, or facilities, including damage by heavy equipment or construction vehicles, shall pay to the Association the cost to repair such damage and any and all costs, including reasonable attorneys' fees, incurred by the Association as a result of such damage, or in pursuing legal action to recover the costs of such damage or in connection with pursuing any remedy provided in this Section 16 or otherwise in this Declaration.

## 17. GENERAL PROVISIONS.

17.1 INSURANCE. The Board of Directors shall at all times purchase, maintain in force, and pay the premiums for insurance on all Common Property within the Subdivision satisfying the insurance requirements set forth in Sections 57-8a-401 through 57-8a-407 of the Utah Code, as such Sections may be amended, supplemented or replaced from time to time.

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

17.3 EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto and those who become subject to the provisions hereof, that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be

construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, or agreements either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction or agreement.

17.4 SEVERABILITY. Invalidation of any one of or any portion of any one of these covenants, conditions, restrictions and agreements by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

17.5 PARAGRAPH AND SECTION CAPTIONS. The paragraph and section captions and phrases as to the contents of particular paragraphs or sections are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph or section to which they refer.

17.6 ATTORNEYS' FEES AND COSTS. In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the defaulting Owner, purchaser, person or entity agrees to pay all costs and expenses of enforcing the same, or collecting any penalties or damages, including the payment of a reasonable attorneys' fee and all court costs.

17.7 RELATIONSHIP TO COUNTY AND STATE ORDINANCES. The provisions contained in this Declaration are in addition to the effective laws and ordinances of Tooele County and the State of Utah. In the event of any conflict between the provisions of this Declaration and the effective laws and ordinances of Tooele County or the State of Utah, the most restrictive provision shall apply.

17.8 COUNTERPARTS. This Declaration may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Declaration may contain more than one counterpart of the signature page, and this Declaration may be executed by affixing of the signatures of each of the parties to one such counterpart signature page; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

#### 17.9 PRE-LITIGATION REQUIREMENTS.

A. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that Owner is purchasing or any aspect of the Subdivision; all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by the Declarant or the Homebuilder, as applicable, including the warranty by Declarant in Section 16.1 above. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Subdivision and Common Property are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable to later seek to have the Declarant, the Homebuilder and/or their respective contractors and subcontractors performing work in the Subdivision to change, upgrade, or perform any

additional work to the Subdivision outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and the Owners (by purchasing a Lot) acknowledge and agree that each takes ownership and possession of the Lots, Common Property, and limited common areas AS IS, with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant and any Homebuilders specifically disclaim any warranties of merchantability, fitness for a particular use, or of habitability.

B. Notice of Claim and Opportunity to Cure (Applicable to All Owners and the Association). All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or a Homebuilder, or any their agents, employees, executing officers, managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Subdivision, which arises from or is in any way related to a dwelling structure, building, Common Property, limited common areas and facilities, or any other component of the Subdivision (a "Dispute"), shall first be identified in a written Notice of Claim (defined below) delivered to the Declarant or the Homebuilder, as applicable, and the Declarant or Homebuilder, as applicable, shall have one hundred fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal court action. If the Dispute is not resolved within the 150-day right to cure period, then with respect to any claims, actions or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this section shall immediately apply again and any pending action or proceedings shall be stayed during the 150-day period.

C. Pre-Litigation Requirements (Applicable Only to the Association). Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant or a Homebuilder, the individual managers, owners, members or officers of Declarant, Declarant's contractors, engineers or architects, or any other person or entity involved in the design or construction of the dwelling structures unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following "Pre-Litigation Requirements" have been satisfied:

(i) The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience, with the legal opinion providing in substance the following: (A) a description of the factual allegations and legal claims to be asserted in the action; (B) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such

action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (C) providing a budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

(ii) A copy of the opinion letter described in subsection (i) above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision for the Association to file the subject action has been approved by Owners (excluding Declarant and the Homebuilder, as applicable) who collectively hold at least sixty-five percent (65%) of the total votes in the Association; and

(iii) The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter obtained pursuant to subsection (i) above.

If any claims or actions of the Association are filed without satisfying all of the requirements of subsections (i), (ii) and (iii) above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

The purposes of these requirements include, but are not limited to, the following: (i) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (ii) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (iii) to avoid becoming involved in litigation without sufficient support from the Members of the Association financially and otherwise.

For purposes of clarity, this Section and the requirements set forth herein shall not apply to any actions or legal proceedings (i) between Declarant and a Homebuilder, (ii) filed by the Association to recover payment of any annual assessments, special assessments, reimbursement assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (iii) filed by individual Owners relating solely to their own Lots. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the Effective Date.

SADDLEBACK PASTURES, L.C., a Utah limited liability company

By: Christopher F. Robinson  
Christopher F. Robinson  
Manager

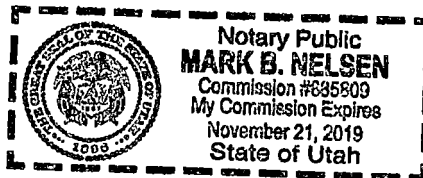
STATE OF UTAH )  
 ) : ss.  
COUNTY OF Tooele )

On the 20<sup>th</sup> day of November, 2018, personally appeared before me CHRISTOPHER F. ROBINSON who being by me duly sworn did say is the manager of SADDLEBACK PASTURES, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Mark B. Nelsen  
NOTARY PUBLIC Mark B Nelsen

My Commission Expires  
11/21/19

Residing at: Tooele Utah



**SCHEDULE "A"****LEGAL DESCRIPTION FOR THE PROPERTY****(FOR PLAT 2)**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies North 89°24'19" West along the section line 1,889.95 feet and South 00°35'41" West 2,318.72 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being North 00°23'14" East between the South Quarter Corner and North Quarter Corner of Section 1, T2S, R4W) and running southerly along the arc of a 1,988.39 foot radius non-tangent curve to the left, the center of which bears South 86°13'50" East, through a central angle of 36°03'20", a distance of 1,251.27 feet more or less to the westerly right-of-way line of the Union Pacific Railroad, thence South 29°56'18" West along said right-of-way line 2,162.70 feet more or less to a point which is on the east line of Kone Subdivision Amendment No. 1 (Book 495 at Page 347) extended south, said point also lies South 11°50'09" West 90.21 feet from the Tooele County survey monument representing common corners of Sections 1, 2, 11 and 12, of the Dependent Resurvey of portions of Township 2 South, Range 4 West, Salt Lake Base and Meridian, recorded as Entry No. 365712 in Book 226 at Page 93 of official records, thence North 00°26'52" East along said line extended 91.03 feet; thence South 89°57'31" West 132.69 feet; thence northeasterly along the arc of a 170.00 foot radius non-tangent curve to the left, the center of which bears N 00°02'29" W through a central angle of 60°08'54" a distance of 178.46 feet; thence North 29°48'37" East 221.31 feet; thence North 60°11'23" West 140.54 feet to more or less to the east line of Lot 2 Kone Subdivision (Book 222 at Page 347); thence North 00°32'29" East along the east line of said Lot 2 303.42 feet to the southeast corner of Stoney Mountain Estates (Entry No. 76478 in Book 401 at Page 336); thence North 00°23'21" East along the East line of said Stoney Mountain Estates 1,574.03 feet to the Southeast corner of Thomasville Subdivision (Entry No. 068574 in Book 382 at Page 475); thence North 00°25'14" East along the east line of said subdivision and the extension thereof 399.58 feet to the center line of a public roadway known as Shepard Lane and a found Tooele County Survey monument re-establishing the West Quarter Corner of Section 1, said Township and Range, said found monument lies South 26°38'04" West 28.51 feet from said Dependent Resurvey monument representing the same west quarter corner, thence North 89°56'38" East along the center line of said Shepard Lane 427.51 feet to an intersection point with the centerline of Lakeshore Drive; thence North 22°28'45" East along said center line 450.24 feet; thence South 67°31'15" East 169.46 feet; to the POINT OF BEGINNING.

Containing 1,817,701 Square Feet or 41.729 Acres.

APN's: 18-083-0-0201 through 18-083-0-0249, inclusive, and 18-083-0-000A, 18-083-0-000B, and 18-083-0-000C.

**SCHEDULE "A" (cont.)****(FOR PLAT 3)**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies South 00°23'14" West along the section line 351.04 feet and West 813.71 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°23'14" West between the North Quarter Corner and South Quarter Corner of Section 1, T2S, R4W), said point also being on the westerly right-of-way line of the Union Pacific Railroad, and running thence North 89°28'52" West 360.84 feet; thence South 89°33'47" West 347.43 feet; thence northerly along the arc of a 464.00 foot radius non-tangent curve to the right, the center of which bears North 83°08'47" East, through a central angle of 00°47'03", a distance of 6.35 feet; thence North 06°04'10" West 67.50 feet; thence South 83°56'13" West 66.00 feet; thence North 89°28'52" West 163.71 feet; thence North 24°35'12" West 88.11 feet; thence North 10°49'35" West 343.96 feet; thence North 39°21'29" West 70.00 feet; thence northeasterly along the arc of a 540.00 foot radius non-tangent curve to the right, the center of which bears South 39°21'29" East, through a central angle of 13°57'09", a distance of 131.50 feet; thence North 04°10'12" West 728.31 feet; thence North 02°05'40" West 121.40 feet; thence easterly along the arc of a 230.00 foot radius non-tangent curve to the right, the center of which bears South 26°37'37" East, through a central angle of 24°31'58", a distance of 98.48 feet; thence North 87°54'20" East 34.50 feet; thence northeasterly along the arc of a 20.00 foot radius tangent curve to the left, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 66.00 feet; thence southeasterly along the arc of a 20.00 foot radius non-tangent curve to the left, the center of which bears North 87°54'20" East, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 260.00 feet; thence northeasterly along the arc of a 20.00 foot radius tangent curve to the left, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 434.81 feet more or less to said westerly right-of-way line of the Union Pacific Railroad; thence along said right-of-way line the following three (3) courses and distances: 1) South 01°27'29" East 1,174.14 feet to the north line of the Northwest Quarter said Section 1, 2) South 89°24'10" East along the section line 50.00 feet, and 3) South 01°27'23" East 359.92 feet to the point of beginning.

Containing 1,419,244 Square Feet or 32.58 Acres, 47 Lots, 3 Open Space Parcels, and 4 streets.

Tooele County Tax Parcel Nos.: 19-059-0-0301 thru 0347; 19-059-0-001E; 19-059-0-001F; and 19-059-0-001G



**SCHEDULE "A" (cont.)****(FOR PLAT 4)**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies North 00°16'05" East along the section line 1,079.86 feet and East 784.30 feet from the Southwest Corner of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being North 00°16'05" East between the Southwest Corner and West Quarter Corner of Section 36, T1S, R4W, TC Dependent Resurvey 1985) said point also being the northwest corner of Pastures at Saddleback P.U.D. Plat 3 as recorded in the office of the Tooele County Recorder as Entry No. 439192, and running thence North 02°05'40" West 145.14 feet; thence North 02°53'22" West 579.43 feet; thence North 02°43'08" West 137.74 feet to the south boundary of that parcel conveyed in Entry No. 59334, thence along said parcel the following two (2) courses and distances: 1) South 89°20'35" East 169.89 feet and 2) North 00°16'05" East 235.47 feet; thence South 89°35'15" East 677.09 feet more or less to the westerly right-of-way line of the Union Pacific Railroad; thence along said westerly right-of-way line the following three (3) courses and distances: 1) South 12°32'23" East 241.70 feet, 2) southerly along the arc of a 3,719.83 foot radius tangent curve to the right, the center of which bears South 77°27'37" West, through a central angle of 11°05'00", a distance of 719.57 feet and 3) South 01°27'29" East 65.47 feet to the north line of said Plat 3, thence along said Plat 3 the following eight (8) courses and distances: 1) South 87°54'20" West 434.81 feet, 2) southwesterly along the arc of a 20.00 foot radius non-tangent curve to the right, the center of which bears South 87°54'20" West, through a central angle of 90°00'00", a distance of 31.42 feet, 3) South 87°54'20" West 260.00 feet, 4) northwesterly along the arc of a 20.00 foot radius tangent curve to the right, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet, 5) South 87°54'20" West 66.00 feet, 6) southwesterly along the arc of a 20.00 foot radius non-tangent curve to the right, the center of which bears South 87°54'20" West, through a central angle of 90°00'00", a distance of 31.42 feet, 7) South 87°54'20" West 34.50 feet and westerly along the arc of a 230.00 foot radius tangent curve to the left, the center of which bears South 02°05'40" East, through a central angle of 24°31'58", a distance of 98.48 feet to the point of beginning.

Containing 925,883 Square Feet or 21.255 Acres, 35 Lots, 4 Open Space Parcels, and 3 streets.

Tooele County Tax Parcel Nos.: 19-073-0-0401 thru 0435; 19-073-0-001H, 19-073-0-001I, 19-073-0-001J, and 19-073-0-001K

**SCHEDULE "A" (cont.)****(FOR PLAT 5)**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies South 00°18'28" West along the section line 343.69 feet to the south right-of-way line of Sunset Road and South 89°11'19" East along said south line 74.92 feet from the Northwest Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°18'28" West between the Northwest Corner and West Quarter Corner of Section 1, T2S, R4W), and running thence South 89°11'19" East along said south line 195.54 feet; thence South 00°26'06" West 142.91 feet; thence South 00°17'46" West 170.44 feet; thence South 00°14'29" West 110.00 feet; thence South 00°37'03" West 60.00 feet; thence South 00°52'39" West 500.20 feet; thence South 00°06'04" East 60.00 feet; thence South 00°17'07" East 109.83 feet; thence South 89°42'14" East 36.57 feet; thence South 00°17'46" West 120.26 feet; thence South 43°41'56" East 68.56 feet; thence southwesterly along the arc of a 20.00 foot radius non-tangent curve to the left, the center of which bears South 00°47'29" West, through a central angle of 131°36'12" a distance of 45.94 feet; thence South 40°48'43" East 102.56 feet; thence South 89°42'14" East 168.07 feet; thence South 85°57'06" East 60.10 feet; thence South 89°16'00" East 137.00 feet; thence South 00°44'00" West 328.85 feet; thence southerly along the arc of a 1,988.39 foot radius non-tangent curve to the left, the center of which bears South 80°08'54" East, through a central angle of 06°04'56" a distance of 211.07 feet to the northeast corner of Parcel A as defined in Pastures at Saddleback P.U.D. Plat 2 as recorded in the office of the Tooele County Recorder as Entry No. 402261; thence along the north line of said Plat 2 and the extension thereof North 67°31'15" West 199.27 feet to the east line of Lot 1, Ally Acres Minor Subdivision recorded in the office of the Tooele County Recorder as Entry No. 318694; thence along said Lot 1 the following two courses and distances: 1) northerly along the arc of a 240.00 foot radius non-tangent curve to the left, the center of which bears North 67°37'30" West, through a central angle of 17°33'06" a distance of 73.52 feet and 2) North 89°28'45" West 114.62 feet; thence North 00°31'15" East 75.30 feet; thence North 42°50'27" West 515.00 feet; thence North 31°29'00" West 203.96 feet to the section line; thence North 00°18'28" East along the section line 424.39 feet; thence North 00°52'39" East 333.96 feet; thence North 00°14'29" East 327.48 feet; thence North 15°55'25" East 33.82 feet; thence North 27°10'01" East 59.59 feet; thence North 45°36'51" East 50.57 feet to the point of beginning.

Containing 569,616 Square Feet or 13.077 Acres, 37 Lots, 4 Open Space Parcels, and 6 streets.

Tooele County Tax Parcel Nos.: 20-001-0-0501 through 20-001-0-0537, inclusive; 20-001-0-000A through 20-001-0-000D, inclusive.

**SCHEDULE "A" (cont.)****(FOR PLAT 6)**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies South 00°18'28" West along the section line 343.69 feet to the south right-of-way line of Sunset Road and South 89°11'19" East along said south line 270.46 feet from the Northwest Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°18'28" West between the Northwest Corner and West Quarter Corner of Section 1, T2S, R4W), said point being the northeast corner of Parcel D, Pastures at Saddleback P.U.D. Plat 5 as recorded as Entry No. 459898 in the office of the Tooele County Recorder; and running thence South 89°11'19" East 374.84 feet; thence southeasterly along the arc of an 818.12 foot radius non-tangent curve to the right, the center of which bears South 57°18'35" West, through a central angle of 33°00'12" a distance of 471.25 feet; thence southerly along the arc of a 5,371.55 foot radius compound curve to the right, the center of which bears North 89°28'00" West, through a central angle of 00°21'15" a distance of 33.20 feet; thence South 00°52'39" West 745.88 feet; thence South 00°44'00" West 210.26 feet to the boundary of said Plat 5; thence along said boundary the following fifteen (15) courses and distances: 1) North 89°16'00" West 137.00 feet, 2) North 85°57'06" West 60.10 feet, 3) North 89°42'14" West 168.07 feet, 4) North 40°48'43" West 102.56 feet, 5) northeasterly along the arc of a 20.00 foot radius tangent curve to the right, the center of which bears North 49°11'17" East, through a central angle of 131°36'12" a distance of 45.94 feet, 6) North 43°41'56" West 68.56 feet, 7) North 00°17'46" East 120.26 feet, 8) North 89°42'14" West 36.57 feet, 9) North 00°17'07" West 109.83 feet, 10) North 00°06'04" West 60.00 feet, 11) North 00°52'39" East 500.20 feet, 12) North 00°37'03" East 60.00 feet, 13) North 00°14'29" East 110.00 feet, 14) North 00°17'46" East 170.44 feet and 15) North 00°26'06" East 142.91 feet to the point of beginning.

Containing 688,420 Square Feet or 15.804 Acres, 53 Lots, 3 Open Space Parcels, and 5 streets.

Tooele County Tax Parcel Nos.: 20-021-0-0601 through 20-021-0-0653; 20-021-0-000A through 20-021-000C.

**SCHEDULE "A" (cont.)****(FOR PLAT 7)**

The following parcel located in Tooele County, State of Utah:

Beginning at the southeast corner of Pastures at Saddleback P.U.D. Plat 3 as recorded in the office of the Tooele County Recorder as Entry No. 439192, said point lies South 00°23'14" West along the section line 351.04 feet and West 813.71 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°23'14" West between the North Quarter Corner and South Quarter Corner of Section 1, T2S, R4W), said point also being on the westerly right-of-way line of the Union Pacific Railroad, and running thence along said right-of-way the following two (2) courses and distances: 1) South 01°27'23" East 626.38 feet and 2) southerly along the arc of a 3,769.83 foot radius tangent curve to the right, the center of which bears South 88°32'37" West, through a central angle of 05°22'30" a distance of 353.64 feet; thence North 89°41'32" West 111.61 feet; thence North 00°18'28" East 95.00 feet; thence North 89°41'32" West 157.90 feet; thence South 00°18'28" West 13.76 feet; thence North 89°41'32" West 60.00 feet; thence northwesterly along the arc of a 20.00 foot radius non-tangent curve to the left, the center of which bears North 89°41'32" West, through a central angle of 90°00'00" a distance of 31.42 feet; thence North 89°41'32" West 260.00 feet; thence southwesterly along the arc of a 20.00 foot radius tangent curve to the left, the center of which bears South 00°18'28" West, through a central angle of 90°00'00" a distance of 31.42 feet; thence South 89°47'37" West 60.00 feet; thence North 89°41'32" West 185.00 feet; thence North 00°18'28" East 510.41 feet; thence North 10°16'47" West 336.94 feet; thence North 24°35'12" West 82.49 feet; thence South 89°11'19" East 180.73 feet; thence North 06°04'10" West 47.18 feet to the south line of said Plat 3; thence along said south line the following five (5) courses and distances: 1) North 83°56'13" East 66.00 feet, 2) South 06°04'10" East 67.50 feet, 3) southerly along the arc of a 464.00 foot radius tangent curve to the left, the center of which bears North 83°55'50" East, through a central angle of 00°47'03" a distance of 6.35 feet, 4) North 89°33'47" East 347.43 feet and 5) South 89°28'52" East 360.84 feet to the point of beginning.

Containing 808,149 Square Feet or 18.553 Acres, 34 Lots, 3 Open Space Parcels, and 3 streets.

Portions of Tooele County Tax Parcel Nos. 20-028-0-0701 through 20-028-0-0734, inclusive; 20-028-0-001L, 20-028-0-001M, and 20-028-0-001N

**SCHEDULE "A" (cont.)****(FOR PLAT 8)**

The following parcel located in Tooele County, State of Utah:

Beginning at the southeast corner of the proposed Pastures at Saddleback P.U.D. Plat 7, said point lies South 00°23'14" West along the section line 1,330.67 feet and West 798.76 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°23'14" West between the North Quarter Corner and South Quarter Corner of Section 1, T2S, R4W), said point also being on the westerly right-of-way line of the Union Pacific Railroad, and running thence along said right-of-way southwesterly along the arc of a 3,769.83 foot radius non-tangent curve to the right, the center of which bears North 86°04'54" West, through a central angle of 17°08'03" a distance of 1,127.37 feet; thence North 72°15'39" West 565.70 feet; thence North 20°05'13" West 280.83 feet; thence North 00°18'28" East 745.91 feet; thence North 00°18'28" East 745.91 feet to the south line of said Plat 7; thence along said south line the following ten (10) courses and distances: 1) South 89°41'32" East 185.00 feet, 2) North 89°47'37" East 60.00 feet, 3) northeasterly along the arc of a 20.00 foot radius non-tangent curve to the right, the center of which bears South 89°41'32" East, through a central angle of 90°00'00" a distance of 31.42 feet, 4) South 89°41'32" East 260.00 feet, 5) southeasterly along the arc of a 20.00 foot radius tangent curve to the right, the center of which bears South 00°18'28" West, through a central angle of 90°00'00" a distance of 31.42 feet, 6) South 89°41'32" East 60.00 feet, 7) North 00°18'28" East 13.76 feet, 8) South 89°41'32" East 157.90 feet, 9) South 00°18'28" West 95.00 feet and 10) South 89°41'32" East 111.61 feet to the point of beginning.

Containing 856,260 Square Feet or 19.657 Acres, 38 Lots, 3 Open Space Parcels, and 3 streets.

Portions of Tooele County Tax Parcel Nos. 20-029-0-0801 through 20-029-0-0838; 20-029-0-001O, 20-029-0-001P, and 20-029-0-001Q

**SCHEDULE "B"**

**PASTURES AT SADDLEBACK PLAN SUBMITTAL WORKSHEET  
(Refer to Sections 8.2 and 8.3 of CC&Rs)**

Lot No. \_\_\_\_\_

**Section 1: Owner Information**

**Owner's Name** \_\_\_\_\_  
**Current Address** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Architect's Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Builder's Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Section 2: Dates**

**Plan Submittal Date:** \_\_\_\_\_  
**Construction Commencement Date:** \_\_\_\_\_ (within 9 mos. of approval)  
**Construction Completion Date** \_\_\_\_\_ (within 15 mos. of beginning)

**Section 3: Site Plan Information**

**Front Setback (feet)** \_\_\_\_\_  
**[if corner lot] (feet)** \_\_\_\_\_  
**Left Side Yard (facing lot) (feet)** \_\_\_\_\_  
**Right Side Yard (feet)** \_\_\_\_\_  
**Rear Yard Setback (feet)** \_\_\_\_\_  
**Accessory Building Setback (feet)** \_\_\_\_\_  
**No. Of Stories** \_\_\_\_\_

**Section 4: Structure Information** (see CC&R's for complete information)

**Height (elevation calculated from a designated point on the lot):**  
**Basement Floor Elevation** \_\_\_\_\_ **Main floor Elevation** \_\_\_\_\_  
**Upper Floor Elevation** \_\_\_\_\_  
**Elevation of Lowest Point of Footprint of Structure at Existing Natural Grade** \_\_\_\_\_  
**Top of Roof** \_\_\_\_\_  
**Square Footage of Main floor** \_\_\_\_\_  
**Square Footage of Basement** \_\_\_\_\_  
**Square Footage of Additional Level** \_\_\_\_\_  
**TOTAL SQUARE FOOTAGE** \_\_\_\_\_  
**Garage Square Footage** \_\_\_\_\_

No. of Car Garage \_\_\_\_\_ (not less than 2 nor more than 4)  
 Information on Additional Structures (attach additional sheets if necessary)(must contain same information as home, e.g. square footage, materials, location, setbacks, elevations, etc.)

Exterior Building Material—Siding \_\_\_\_\_ (samples to be provided on request of Committee)

Exterior Building Color—Siding \_\_\_\_\_ (samples to be provided on request of Committee)  
 Exterior Building Material—Trim \_\_\_\_\_

Exterior Building Color—Trim \_\_\_\_\_ (samples to be provided on request of Committee)  
 Roof Material or Type \_\_\_\_\_

Roof Color \_\_\_\_\_

Driveway Material \_\_\_\_\_

Fencing  
 Type/Material \_\_\_\_\_

Fence Color \_\_\_\_\_

Fence Maximum Height \_\_\_\_\_  
 (a separate fencing plan must also be provided)

|   |   |
|---|---|
| <p>Submittal Checklist:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Site Plan required by Section 8.2 A.</li> <li><input type="checkbox"/> Floor plans and elevations as required by Section 8.2 B.</li> <li><input type="checkbox"/> Completed Pastures At Saddleback P.U.D. Plan Submittal Worksheets as required by Section 8.2 C.</li> <li><input type="checkbox"/> if applicable, Landscape Plan as contemplated by Section 7.10 and the Water Declaration and a check for the Landscape Plan Review Fee payable to "Pastures At Saddleback P.U.D. Homeowners' Association".</li> <li><input type="checkbox"/> A check for the Plan Review Fee payable to "Pastures At Saddleback P.U.D. Homeowners' Association" as required by Section 8.2 D.</li> <li><input type="checkbox"/> Fence or wall plans as required by Sections 8.2 F, 8.3 B, and 8.3 C.</li> <li><input type="checkbox"/> (If needed) 2 copies of the Pastures At Saddleback CC&amp;R Variance Request Form pursuant to Sections 7.6, 8.2 F and 8.5. A variance from Tooele County Ordinances also requires this form (See Section 7.6).</li> </ul> | <p>\$200.00, increased beginning January 1, 2018 and thereafter by an annual compounded escalator of 3%</p> |
|---|---|

Submitted By \_\_\_\_\_  
Owner's Signature(s) Date

**SCHEDULE "C"**

**PASTURES AT SADDLEBACK P.U.D.  
CC&R VARIANCE REQUEST FORM**

Lot No. \_\_\_\_\_

Plat No. \_\_\_\_\_

**Section 1: Owner Information**

Owner's Name \_\_\_\_\_

Current Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_

Architect's Name \_\_\_\_\_

Builder's Name \_\_\_\_\_

**Section 2: Variance Requested** (attach addition sheets if necessary)

Are you requesting a variance from the Tooele County codes and ordinances? \_\_\_\_\_.

If you are, please describe in detail the specific nature of the variance sought (including the applicable Tooele County code section), and attach a copy of the completed Tooele County application for variance signed by you and any adjacent Lot Owners whose consent Tooele County may require. Please refer to Section 7.6 in the CC&Rs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this is a variance request to the CC&Rs, please indicated the applicable CC&R Section and Page No. \_\_\_\_\_

1. Explain the general purpose of the CC&R Provision or Tooele County codes or ordinances for which a variance is requested (e.g. side yard restriction)

\_\_\_\_\_

2. Explain in detail the nature of the variance requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Explain why the strict application of this CC&R or Tooele County provision would result in exceptional practical difficulties to, or undue hardship upon, the Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



4. Explain why the strict application of this provision or restriction is unnecessary to carry out the general purpose of the CC&Rs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Explain why granting the variance or exception would not be detrimental to the use and enjoyment of any other Lot within the Property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted By \_\_\_\_\_  
Owner's Signature(s)

Date: \_\_\_\_\_

- Variance Approved
- Variance Approved Subject to the Conditions Below\*
- Variance Disapproved

**Pastures At Saddleback P.U.D. Architectural and Structural Control Committee:**  
(two signatures required)

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

Dated \_\_\_\_\_

cc: Board of Directors

\*Conditions of Approval (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "D"**

**PASTURES AT SADDLEBACK P.U.D.  
ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE**

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Plans submitted for construction of a building and/or landscaping on Lot \_\_\_\_\_, Pastures  
At Saddleback P.U.D. Plat \_\_\_\_\_; Plans received on \_\_\_\_\_, 201\_\_

Dear Lot Owner,

The plans have not been reviewed and are being returned due to the fact they are incomplete. Please complete the items specified below\*\* and re-submit the plans.

We hereby grant approval of the above referenced plans.

We hereby grant approval of the above referenced plans subject to satisfaction of the conditions specified below\*\*.

We hereby disapprove of the above referenced plans for the reasons specified below\*\*. Please correct the plans appropriately and re-submit them for an additional review by this Committee.

In the event the plans are approved as indicated above, please understand that the approval by this Committee does not include structural or soils analysis, nor does it assume your plans are in compliance with Tooele County requirements. These matters are your responsibility and a specific condition of this approval is that you do comply with all zoning, structural, landscaping, fencing, and other requirements of Tooele County and the State of Utah in the construction and landscaping of this home.

Please be advised that unless specifically indicated on a CC&R Variance Request Form, this approval shall in no way waive any provisions of the CC&R's.

\*\*Items not included, conditions for approval, or reason(s) for disapproval (if any): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If you have questions, need additional information or need our help in any way, please contact us at your convenience.

Very truly yours,

**Pastures At Saddleback P.U.D. Architectural and Structural Control Committee:**  
(two signatures required)

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Committee Member

---

Committee Member

---

Committee Member

cc: Board of Directors

**SCHEDULE "E"**  
**ASSOCIATION BYLAWS**

**[See Attached]**

BY-LAWS  
OF THE  
PASTURES AT SADDLEBACK P.U.D. HOMEOWNERS' ASSOCIATION

ARTICLE I - OFFICES

The principal office of the PASTURES AT SADDLEBACK HOMEOWNERS' ASSOCIATION (hereafter the "Association") is located at 925 West 100 North, Suite F, P. O. Box 540478, North Salt Lake, Utah, 84054. The Association may have other offices as the Board of Directors designates or as the business of the Association requires.

ARTICLE II - DEFINITIONS

As used herein, the terms "Parcels", "Assessment and Voting Unit(s)" or "Unit(s)", "Association", "Common Property(ies)", "Lot(s)", "Majority", "Member(s)", "Membership", "Owner(s)", "Person(s)", and "Property" are defined in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK P.U.D. dated August 19<sup>th</sup>, 2014, and recorded on August 19<sup>th</sup>, 2014 as Entry No. 402258 in Book n/a at Pages n/a with the Tooele County Recorder's office (hereafter the "Declaration").

ARTICLE III - MEMBERS

A. Membership. Every Owner shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot is the sole qualification for Membership in the Association. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, without limitation, Membership in the Association. As stated in the Declaration, owners of Alpha Parcels shall not be entitled to Membership in the Association or any other similar rights as a result of such ownership.

B. Suspension of Membership. If a Member is in default in the payment of any annual or special assessment levied by the Association, the voting rights of the defaulting Member may be suspended by action of the Board of Directors until the assessment has been paid in full. Voting rights of a Member may also be suspended for a period not to exceed 180 days for violation of any rules and regulations established by the Association or the Board of Directors of the Association.

C. Voting Rights. Each Lot shall be entitled to one (1) Assessment and Voting Unit. When more than one Person is an Owner of a Lot, all of the Owners shall be Members but they shall collectively have only the vote of the Assessment and Voting Unit assigned to the Lot of which they are Owners. When more than one Person holds an interest in a Lot, all Persons shall be Members but in no event shall more than one (1) Assessment and Voting Unit assigned to a Lot be cast with respect to any Lot.

D. Annual Meetings. The annual meeting of the Members will be held on the second Tuesday in November of each year, for the purpose of electing directors and for the transaction of any other business that properly comes before the meeting. Nominations for director shall be made by the Board of Directors and may also be made from the floor at the time of the annual meeting. If the day fixed for the annual meeting is a legal holiday in the State of Utah, the meeting will be held on the next succeeding business day. If the election of directors does not occur at the annual meeting of the Members, or at its adjournment, the Board of Directors will cause the election to be held at a special meeting of the Members held as soon thereafter as practicable.

E. Special Meetings. Special meetings of the Members may be called by the Chairman of the Board of Directors, the President or by the Board of Directors, and must be called if there is a written request to hold a special meeting by Members holding not less than one-third (33.33%) of all Units entitled to vote.

F. Notice and Place of Meetings. Written notice to each member stating the place, date and time of any annual or special meeting and the purposes for which the meeting is called, will be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting. The Board of Directors shall set the place, time, and except for annual meetings, the date of the meeting, by resolution.

G. Quorum. A Majority of the outstanding Assessment and Voting Units of the Association entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of Members. If less than a Majority of the outstanding Assessment and Voting Units are represented at the meeting, Members holding a Majority of the Assessment and Voting Units then present or represented at the meeting, without further notice, may adjourn the meeting to a future date, not less than 24 hours later, at which time a Majority of the Assessment and Voting Units present or represented by proxy shall constitute a quorum. The Members present at a duly organized meeting, including either a scheduled meeting at which a Majority is present or a meeting reconvened after adjournment of a scheduled meeting because of lack of a quorum as provided herein, may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum present or represented.

H. Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. The proxy must be filed with the secretary or a director of the Association before or at the time of the meeting. No proxy will be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

I. Consents. Any action that can be taken at a meeting of Members may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all Members entitled to vote on the matter.

#### ARTICLE IV - BOARD OF DIRECTORS

A. General Powers. The business and affairs of the Association will be managed by its Board of Directors. The Board of Directors shall have the power:

- (1) To adopt and publish, from time to time, rules and regulations governing the use of the Common Property;
- (2) To appoint and remove the members of the Architectural and Structural Control Committee as outlined in the Declaration;
- (3) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the members;
- (4) To employ managers, independent contractors and other employees and agents as they deem necessary, and to prescribe their duties;
- (5) To establish, levy and collect assessments from each Member to pay for all appropriate expenses of the Association, to issue certificates evidencing payment of assessments when requested by a Member (at the Member's expense), and to collect delinquent assessments and penalties and to create, record and foreclose the lien securing any assessments;
- (6) To pay all appropriate expenses of the Association;
- (7) To take other actions as the Board of Directors from time to time deems necessary to preserve and protect the interests of the Owners and/or the integrity and value of the Lots, the Common Property, and any Subdivision within the Property.

B. Number, Tenure and Qualifications. The number of directors of the Association is three. At least two directors shall be Owners, or an owner, officer, employee, director, trustee, member, or general partner of an Owner which is a corporation, trust, limited liability company, or partnership. Each director will hold office until the next annual meeting of members and until his successor is elected and has qualified, or until removed, if removed pursuant to Section IV.D.

C. Quorum. Two directors constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if fewer than two directors are present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice and may reconvene such meeting and transact business at such time as a quorum is present.

D. Removal and Replacement. A director who ceases to be an Owner shall automatically cease to be a director at the same time such person ceases to be an Owner, if there are not two other Owners who are then directors. Any director may be removed from the Board, with or without cause, by a majority of the Members. Any vacancy occurring in the Board of Directors, whether by disqualification, removal, death, resignation or otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy will be elected for the unexpired term of his predecessor in office.

E. Action Without a Meeting. Any action that can be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all Directors.

F. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken will be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to the action with the person acting as the Secretary of the meeting within thirty (30) days of the meeting.

G. Authority of Saddleback Pastures, L.C. Notwithstanding anything contained above to the contrary, Saddleback Pastures, L.C., a Utah limited liability company, the developer of Pastures At Saddleback P.U.D. subdivision(s) and known as the Declarant in the Declaration; the "Declarant"), shall have the right, but not the obligation, to both appoint and remove all of the directors of the Association until the sale or transfer by Declarant of ninety-percent (90%) of the Lots created in on or more Subdivisions upon the Property.

#### ARTICLE V - OFFICERS

A. Number. The Association may, but shall not be required to, have officers, elected by the Board of Directors. Officers of the Association may include a President, one or more Vice Presidents, a Secretary and a Treasurer, and any other officers or assistant officers, including a Chairman of the Board of Directors.

B. Election and Term of Office. The officers, if any, will be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers is not held at said meeting, the election may be held as soon thereafter as practicable. Each officer elected will hold office until his or her successor is elected and has qualified, or until his or her death, or until he or she resigns or is removed.

C. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. The removal will be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent will not of itself create contract rights.



D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

E. Duties of Officers if and When Elected:

- (1) President. The President is the principal executive officer of the Association and, subject to the control of the Board of Directors, supervises and controls all of the business and affairs of the Association. When present, the President presides at all meetings of the members and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman presides. The President may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing is expressly delegated by the Board of Directors, by these bylaws or by operation of law, to some other officer(s) or agent(s) of the Association; and in general performs all duties incident to the office of president and other duties prescribed by the Board of Directors.
- (2) Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President performs the duties of the President, and when so acting, has all the powers of and is subject to all the restrictions upon the President. The Vice President performs other duties assigned him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President will succeed to the duties of the President in order of rank as determined by the Board of Directors. If no rank has been determined, then each Vice President will succeed to the duties of the President in order of date of election, the earliest date having the first rank.
- (3) Secretary. The Secretary: (a) keeps the minutes of the proceedings of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; (b) sees that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) is custodian of the corporate records of the Association; (d) keeps the register of the post office address of each Member which shall be furnished to the Secretary by each Member; and (e) in general performs all duties incident to the office of the Secretary and other duties assigned him or her by the President or by the Board of Directors.
- (4) Treasurer. The Treasurer: (a) has charge and custody of and is responsible for all funds and securities of the Association; (b) receives and gives receipts for moneys due and payable to the Association from any source whatsoever, and deposits all moneys in the name of the Association in banks, trust companies or other depositories selected in accordance with the provisions of

Article VI of these bylaws; and (c) in general performs all of the duties incident to the office of Treasurer and other duties assigned him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of duties in a sum and with sureties determined by the Board of Directors.

ARTICLE VI - SALARIES OF DIRECTORS AND OFFICERS

A. The salaries of directors and officers will be fixed from time to time by the Board of Directors, but in no event shall such salaries, in the aggregate, exceed Five Thousand Dollars (\$5,000.00) per annum without the affirmative vote of more than fifty percent (50%) of all of the Assessment and Voting Unit(s) eligible to vote at the time, excluding all Units owned by Declarant (as defined in the Declaration) at any time Declarant owns more than fifty percent (50%) of the Units then eligible to vote.

B. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a Director of the Association and no Director shall be prevented from receiving a salary by reason of the fact that such director is also an officer of the Association.

ARTICLE VII - CONTRACTS, LOANS, CHECKS & DEPOSITS

A. Contracts. The Board of Directors may authorize any officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. If there are no officers, the Board may so act on behalf of the Association by approval of at least two of the members of the Board and signature of at least two of the members of the Board on any contract or other instrument. The authority may be general or confined to specific instances.

B. Loans. No loans will be contracted on behalf of the Association and no evidences of indebtedness will be issued in its name unless authorized by a resolution of the Board of Directors. The authority may be general or confined to specific instances.

C. Checks, drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, will be signed by officers or agents of the Association and in the manner designated by resolution of the Board of Directors.

D. Deposits. All funds of the Association not otherwise employed will be deposited from time to time to the credit of the Association in interest-bearing accounts in banks, trust companies or other depositories selected by the Board of Directors.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Association will be the calendar year.

ARTICLE IX - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member or director of the Association under the provisions of these bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Utah Revised Nonprofit Corporation Act, a waiver in writing, signed by the person or persons entitled to notice, whether before or after the time stated in the notice will be deemed equivalent to the giving of notice.

ARTICLE X - INDEMNIFICATION OF DIRECTORS, OFFICERS,  
COMMITTEE MEMBERS, EMPLOYEES, FIDUCIARIES, AND AGENTS

A. Indemnification of Directors. The Association shall indemnify any member or former member of the Board of Directors, Architectural and Structural Control Committee, or any other committee or subcommittee, or any officer or former officer of the Association against damages and expenses actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding in which the person is made a party by reason of being or having been a director, committee member, officer, employee or agent of the Association. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law. Provided, however, the Association shall only indemnify an individual if a determination has been made in accordance with the procedures set forth in Section 16-6a-906(2) of the Utah Revised Nonprofit Corporation Act that indemnification is in accordance with the following requirements:

- (1) Standard of Conduct. The Association shall determine that:
  - (a) The individual's conduct was in good faith;
  - (b) the individual reasonably believed that his or her conduct was in, or not opposed to, the Association's best interests; and
  - (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful.
- (2) No Indemnification in Certain Circumstances. The Association shall not indemnify an individual under this Article X:
  - (a) In connection with a proceeding by or in the right of the Association in which the individual was adjudged liable to the Association; or
  - (b) in connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

- (3) Indemnification in Derivative Actions Limited. Indemnification permitted under this Article X in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

B. Advance Payment of Expenses. Unless otherwise provided in the Articles of Incorporation, the Association may pay for or reimburse in advance of final disposition of any proceeding the reasonable expenses incurred by an individual who is a party to a proceeding because he or she is or was a director of the Association if (i) in accordance with the procedures and standards set forth in Section 16-6a-906(4) of the Utah Revised Nonprofit Corporation Act, an authorization of payment is made, and (ii) in accordance with the procedures of Section 16-6a-904 of the Utah Revised Nonprofit Corporation Act, a determination is made that the following has occurred:

- (1) Written Affirmation. The individual has furnished to the Association a written affirmation of the individual's good faith belief that the individual has met the standard of conduct described in Article X of these Bylaws.
- (2) Written Undertaking. The individual has furnished to the Association a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment).
- (3) Factual Determination. A determination has been made that the facts then known to those making the determination would not preclude indemnification under Article X of these Bylaws.

C. Indemnification of Employees, Fiduciaries, and Agents. Unless otherwise provided in the Articles of Incorporation, the Association shall indemnify and advance expenses to any individual made a party to a proceeding because the individual is or was an employee, fiduciary, or agent of the Association to the same extent as to an individual made a party to a proceeding because the individual is or was a director of the Association, or to a greater extent, if not inconsistent with public policy, if provided for by general or specific action of the Board of Directors.

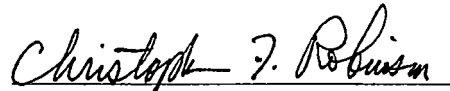
D. Insurance. The Association may purchase and maintain liability insurance on behalf of a person who is or was a director, officer, committee member, employee, fiduciary, or agent of the Association, or who, while serving as a director, officer, committee member, employee, fiduciary, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, committee member, employee, fiduciary, or agent of another foreign or domestic Association or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent. Insurance may be procured from any insurance company designated by the Board of Directors, whether the insurance company is formed under the laws of the State of


Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity or any other interest through stock ownership or otherwise.

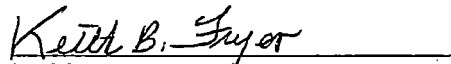
ARTICLE XI - AMENDMENTS

These bylaws may be altered, amended or repealed and/or new bylaws may be adopted when approved: (a) by two thirds (2/3) of the members of the Board of Directors at any regular or special meeting or the Board of Directors, and (b) by the affirmative vote of seventy-five percent (75%) of the votes of the Members of the Association cast at a duly called meeting of the Members.

The above bylaws are certified to have been adopted by the Board of Directors of the Association on August 19<sup>th</sup>, 2014.

  
Christopher F. Robinson, Director

  
Natalie Thomas, Director

  
Keith B. Fryer, Director