

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**PETTIT RANCHETTES P.R.U.D.**

November 2021

**ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WAS RECORDED  
MAY 23, 2000, ENTRY NO. 82400 IN BOOK M159, PAGE 721**

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PETTIT RANCHETTES P.R.U.D.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PETTIT RANCHETTES P.R.U.D. is made and executed this 22<sup>nd</sup> day of November 2021, by Woods Creek Ranch, LLC, Randy A. Pettit and Karen T. Pettit (the "Declarants").

RECITALS

(A) The Declarants are the owners of certain real property in Morgan County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarants desire to subject said property to the covenants, conditions, and restrictions hereinafter set forth; and

(B) The Declarants intend to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Project.

DECLARATION

NOW, THEREFORE, it is hereby declared that each parcel of the Property shall be held, sold, conveyed, leased, rented, encumbered and used in any manner desired by the owners so long as that use does not impinge upon the other parcel and is in compliance with state and county law; the Common area therein shall be subject to the following easements, rights, covenants, restrictions, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 et. seq.

(B) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(C) "Articles" shall mean the Articles of Incorporation for the Association, as amended from time to time.

(D) "Association" shall mean PETTIT RANCHETTES P.R.U.D. OWNERS ASSOCIATION.

(E) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of PETTIT RANCHETTES P.R.U.D. OWNERS ASSOCIATION which, at the time of signing this Declaration, are Randy Pettit and Randy Krantz.

(F) "Bylaws" shall mean the Bylaws of the Association.

(G) "County" shall mean Morgan County, Utah and its appropriate departments, officials and committees.

(H) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Common Areas specifically include any private roads, infrastructure, etc., that are owned by the Association. The Association shall maintain the Common Area(s).

(I) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for insuring, improving, repairing and maintaining the Common Areas.

(J) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for PETTIT RANCHETTES P.R.U.D., together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(K) "Dwelling" shall mean a structure which is designed and intended for use and occupancy, together with all improvements located on the same Unit and used in conjunction with such Unit.

(L) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(M) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas.

(N) "Occupant" shall mean a person or persons, other than an Owner in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously

lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

(O) "Manager" or "Managing Agent" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(P) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the Morgan County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a "Member" of the Association.

(Q) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(R) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of PETTIT RANCHETTES P.R.U.D in the Morgan County Recorder's Office, as it may be amended from time to time.

(S) "Project" shall have the meaning set forth in the recitals.

(T) "Property" shall have the meaning set forth in the recitals.

(U) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(V) "Unit" shall mean any individual residence or numbered unit shown on any official and recorded Plat(s) of all or a portion of the Project.

## ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, except for preexisting easements for water and power, no Owner shall have any right or interest in any easements forming a

portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement in Favor of Association for Common Area. The Common Area is hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection, maintenance, repair and replacement of portions of the Common Area; and
- (b) For correction of emergency conditions on portions of the Common Area.

### ARTICLE III COMMON AREAS

3.1 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s). The Common Areas specifically include any private roads, gates, sidewalks, curbing, sewer system, infrastructure etc. that are owned by the Association.

3.2 The Association shall maintain the Common Areas.

3.3 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including reasonable improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

### ARTICLE IV MAINTENANCE OF COMMON AREAS

4.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, reasonable improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate.

4.2 Snow Removal. The Association shall make reasonable and prudent efforts to remove snow from the roadway and other relevant Common Areas within the Project. Owners shall be responsible for removing snow from driveways, entryways, porches, and patio areas appurtenant to their Unit(s).

### ARTICLE V MEMBERSHIP

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

**ARTICLE VI  
VOTING**

6.1 The Association shall have one class of voting membership, and each current Unit Owner shall be entitled to one (1) equal vote. If any Unit Owner should subdivide, his vote, too, shall be subdivided to ensure each of the undersigned owners' percentage ownership remains unchanged. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Unit. But if more than one of such Person(s) is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Unit or with respect to matters before the Association, and all such votes appurtenant to any one Unit shall be voted in one block. If the vote of a majority of the owners of a Unit cannot be determined; no vote shall be cast in relation to such Unit.

**ARTICLE VII  
HOMEOWNER ASSOCIATION**

7.1 Organization. The Association shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Units within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit, and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

7.2 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.3 Statement of Account. Any Owner may request that the Association provide a statement of his account to any lender or prospective buyer in relation to the transfer, refinance or sale of a Unit.

7.4 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.5 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

#### ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

8.2 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners. No meeting or voting shall be required for an amendment if the required, written consent is obtained from the requisite number of Owners.

8.3 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

8.4 Notices. All notices under this Declaration are provided as set forth below:

Woods Creek Ranch, LLC  
c/o Randy Krantz  
5330 South 900 East, Suite 170  
Salt Lake City, UT 84117


Randy & Karen Pettit  
1109 Robyn Way  
Farmington, UT 84025

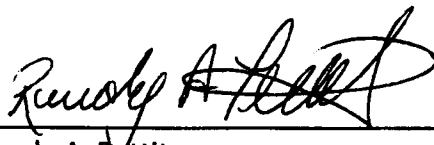
8.5 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are


inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

IN WITNESS WHEREOF:

Woods Creek Ranch, LLC

  
\_\_\_\_\_  
By: Randy Krantz  
Its: Manager

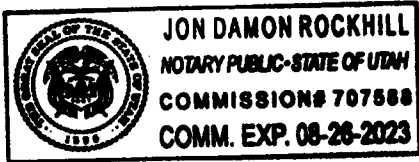
  
\_\_\_\_\_  
Randy A. Pettit

  
\_\_\_\_\_  
Karen T. Pettit



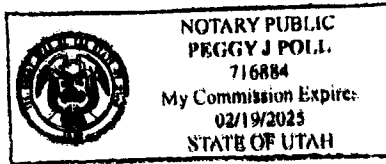
STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

On this 22<sup>nd</sup> day of November, 2021, personally appeared before me Randy Krantz, who being by me duly sworn, did say that he is the Manager of Woods Creek Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority and duly acknowledged to me that said company approved the same.



*Jon Damon Rockhill*  
NOTARY PUBLIC

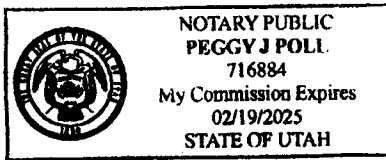
STATE OF UTAH )  
 : SS  
COUNTY OF DAVIS )



On this 24 day of November, 2021, personally appeared before me Randy A. Pettit, who being by me duly sworn, did say that he did sign the foregoing instrument.

*Randy A. Pettit*  
NOTARY PUBLIC

STATE OF UTAH )  
 : SS  
COUNTY OF DAVIS )



On this 24 day of November, 2021, personally appeared before me Karen T. Pettit, who being by me duly sworn, did say that she did sign the foregoing instrument.

*Karen T. Pettit*  
NOTARY PUBLIC

## Exhibit A

**BOUNDARY DESCRIPTION**

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 25, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORGAN COUNTY, UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36 (SAID POINT BEING SOUTH 88°27'30" WEST 2,643.71 FEET OF THE NORTHEAST CORNER OF SECTION 36) THE TRUE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" WEST 10.09 FEET TO THE NORTH LINE OF WOODS CREEK ROAD;  
 THENCE SOUTH 57°46'47" WEST 57.73 FEET ALONG SAID NORTH LINE;  
 THENCE SOUTHWESTERLY 99.77 FEET ALONG SAID NORTH LINE OF WOODS CREEK ROAD, A CURVE TO THE RIGHT HAVING A RADIUS OF 602.90' AN INCLUDED ANGLE OF 9°28'54" AND A LONG CHORD BEARING SOUTH 62°31'14" WEST 99.66 FEET;  
 THENCE SOUTH 67°15'41" WEST 46.13 FEET ALONG THE NORTH LINE OF SAID ROAD;  
 THENCE NORTHWESTERLY 29.66 FEET ALONG THE NORTH LINE OF WOODS CREEK ROAD, A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00', AN INCLUDED ANGLE OF 67°58'25" AND A LONG CHORD BEARING NORTH 78°45'07" WEST 27.95 FEET;  
 THENCE SOUTHWESTERLY 129.77 FEET ALONG THE NORTH LINE OF WOODS CREEK ROAD, A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00', AN INCLUDED ANGLE OF 135°11'01" AND A LONG CHORD BEARING SOUTH 67°38'35" WEST 101.69 FEET;  
 THENCE NORTH 00°03'05" EAST 134.03 FEET TO A REBAR/CAP AND THE SOUTH LINE OF SECTION 25;  
 THENCE SOUTH 89°15'42" WEST 1480.50 FEET ALONG SAID SOUTH LINE TO A REBAR/CAP;  
 THENCE SOUTH 49°35'06" WEST 362.86 FEET TO A REBAR/CAP;  
 THENCE SOUTH 74°20'31" WEST 653.77 FEET TO A REBAR/CAP;  
 THENCE NORTH 00°18'36" WEST 400.00 FEET ALONG SAID FENCE LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25;  
 THENCE NORTH 00°09'25" WEST 759.22 FEET ALONG SAID FENCE/SECTION LINE TO A THREE WAY FENCE CORNER (REBAR);  
 THENCE NORTH 89°25'30" EAST 650.35 FEET ALONG A FENCE LINE TO A REBAR/CAP;  
 THENCE SOUTH 89°37'05" EAST 323.79 FEET ALONG A FENCE LINE TO A REBAR/CAP;  
 THENCE NORTH 89°30'34" EAST 1258.26 FEET ALONG A FENCE LINE TO A REBAR/CAP;  
 THENCE NORTH 89°54'47" EAST 459.05 FEET ALONG A FENCE LINE TO A REBAR/CAP;  
 THENCE SOUTH 00°01'37" EAST 628.01 FEET ALONG A FENCE LINE TO A REBAR/CAP;  
 THENCE SOUTH 00°03'05" WEST 112.38 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 52.17 ACRES, 2 LOTS AND OPEN SPACE.

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, CALLED NORTH 00°07'22" WEST.

**PARCELS WITHIN PETTIT RANCHETTES P.R.U.D. ARE AS FOLLOWS:**

**Parcel 00-0062-9173, Serial 01-PETTR-0001**

**Parcel 00-0062-4464, Serial 01-PETTR-0002**

**Parcel 00-0062-8912, Serial 01-PETTR-CA-NA**

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