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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: HOLLAND & HART LLP - SLC  
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WHEN RECORDED, RETURN TO:

Anaya Gayle  
Holland & Hart, LLP  
222 S. Main St. Suite 2200  
Salt Lake City, UT 84101

**THIRD SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO  
MASTER DECLARATION FOR WASATCH PEAKS RANCH**

This THIRD SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO MASTER DECLARATION FOR WASATCH PEAKS RANCH ("**Supplement and Amendment**") is made this 24th day of October, 2023, by WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**WPR**").

**RECITALS:**

A. WPR is "Declarant" under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Wasatch Peaks Ranch recorded in the official records of the Morgan County Recorder's Office, Morgan County, Utah ("**Official Records**") on May 3, 2022 as Entry No. 160853, that certain First Supplemental Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023 as Entry No. 163348, and that certain Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023 as entry No. 163355 as the same may be supplemented, amended, and otherwise revised from time to time (together, the "**Declaration**"), and is "Owner" and "Declarant" as such terms may be used and defined in that certain Final Plat Wasatch Peaks Ranch Plat 1, dated April 13, 2022 and recorded in the Official Records on May 3, 2022 as Entry No. 160852, and is "WPR" and "Declarant" as such terms may be used and defined in that certain Final Plat Wasatch Peaks Ranch Plat 1, First Amendment, dated April 10, 2023 and recorded in the Official Records on May 1, 2023 as Entry No. 163347, and in Final Plat Wasatch Peaks Ranch Plat 2A, dated April 18, 2023 and recorded in the Official Records on May 1, 2023 as Entry No. 163354.

B. Contemporaneously with or soon after recording this Supplement and Amendment in the Official Records, WPR is also recording Wasatch Peaks Ranch Plat 3A ("**Plat 3A**").

C. Plat 3A creates a new subdivision of that portion of the Property depicted in Plat 3A and being more specifically described in Exhibit A, attached hereto and incorporated herein by reference ("**Plat 3A Property**").

D. WPR holds both legal and equitable title to the Plat 3A Property.

E. Section 2.6 of the Declaration provides that WPR may cause additional land to be subjected to the Declaration by recording a supplemental declaration and a plat identifying such additional land and expressly subjecting it to the Declaration.

F. Sections 1.45 (definition of "Private Lanes"), 3.2(e) ("Operation and Maintenance" regarding Private Lanes), and 3.4 ("Private Lanes") of the Declaration detail certain terms and provisions relating to and controlling the development, improvement, construction, installation, operation and maintenance of Private Lanes, as such term is defined in the Declaration pursuant to this Supplement and Amendment.

G. Sections 1.53 (definition of "Shared Driveway"), 3.2(e) ("Operation and Maintenance" regarding Private Lanes), and 3.5 ("Shared Driveways") of the Declaration detail certain terms and provisions relating to and controlling the development, improvement, construction, installation, operation and maintenance of Shared Driveway Easements, as such term is defined in the Declaration pursuant to this Supplement and Amendment.

H. Section 11.7(a) of the Declaration provides that so long as there is a Class B Member, Declarant may unilaterally amend the Declaration for any purpose, so long as such amendment does not materially adversely affect title to any property. If the amendment materially adversely affects an existing Owner, such Owner must consent in writing, which will be accomplished by execution of a separate consent and acknowledgement to be recorded after this Supplement and Amendment.

I. WPR currently holds all Undeveloped RDUs and has not otherwise transferred or assigned any of Declarant's rights under the Declaration; therefore, pursuant to Section 3.12(a) of the Declaration, WPR, as Declarant, is the Class B Member of the Association.

J. WPR is amending and restating Sections 1.45, 3.4 ("Private Lanes Amendment"), and Sections 1.53 and 3.5 ("Shared Driveway Amendment") of the Declaration in connection with the approval and recordation of Plat 3A.

K. The Shared Driveway Amendment affects title to property of the Owners.

L. In accordance with and pursuant to the terms and provisions of the Declaration, WPR is authorized to amend the Declaration with consent of the Owners.

M. WPR now exercises its discretion to execute and record this Supplement and Amendment to: (1) subject the Plat 3A Property to the Declaration with the intent that all Owners of any portion of the Plat 3A Property shall at all times enjoy the benefits of and shall hold their interest subject to the Declaration and all additional Governing Documents as such are defined in the Declaration and in Utah Code Ann. §57-8a-102 as the same may be amended from time to time; and (2) amend and restate Sections 1.45, 1.53, 3.4, and 3.5 of the Declaration as further detailed herein.

NOW THEREFORE, WPR does hereby declare and provide as follows:

1. **Recitals.** The foregoing recitals are incorporated as though fully set forth herein.
2. **Defined Terms.** Capitalized terms used and not defined herein have the meanings set forth in the Declaration.

3. **Additional Land.** The Plat 3A Property is hereby made a part of Wasatch Peaks Ranch and is fully subjected to all the covenants, conditions, restrictions, reservations of easements, and other terms and provisions of the Declaration, as the same may be amended from time to time.
4. **Governing Documents.** In addition to the Declaration, and in accordance with the terms thereof, the Plat 3A Property is subject to all terms and provisions of the Governing Documents.
5. **Private Lanes.**

a. Section 1.45 of the Declaration is amended and restated in its entirety as follows:

1.45 "Private Lanes" means driveways that serve three or more Lots as shown on the Plat, have been allowed to have alternative construction standards that differ from adopted public or private streets standards, and shall be maintained by the Association.

b. Section 3.4 of the Declaration is amended and restated in its entirety as follows

3.4 Private Lanes. Private Lanes shall be constructed by Declarant and shall be maintained, repaired, and operated by the Association. The Association has the right to charge Specific Assessments for any and all such maintenance, repair and operational expenses. Declarant reserves, for the benefit of itself, the Association, and the Districts, easements underlying the Private Lanes depicted on the Plat and an easement and right of way of up to thirty feet (30') on either side of each Private Lane, but not further than the boundary line of any BAE (as defined in the Plat) for the design, installation, construction, removal, repair, replacement, operation, and ongoing maintenance and use of Private Lanes.

6. **Shared Driveways.**

a. Section 1.53 of the Declaration is amended and restated in its entirety as follows:

1.53 "Shared Driveway Easement" means an easement area on a Residential Lot depicted on the Plat and identified on the Plat as a "Shared Driveway." Shared Driveway Easements serve no more than two Residential Lots and specifically exclude Private Lanes serving three or more Residential Lots.

b. Section 3.5 of the Declaration is amended and restated in its entirety as follows:

3.5 Shared Driveway Easements. Some Lots contain and/or are accessed by Shared Driveway Easements as depicted on the Plat (such lots, "Shared Driveway Lots"). All Shared Driveway Easements benefit one Shared Driveway Lot (such lot, a "Benefitted Lot") other than the lot on which the Shared Driveway Easement is located (such lot, a "Burdened Lot"). The deed conveying any Burdened Lot from Declarant to the purchaser of such lot shall reserve a nonexclusive easement over the Shared Driveway Easement on such Burdened Lot, which easement shall burden the Burdened Lot and benefit the applicable Benefitted Lot in perpetuity for the purpose of providing ingress and egress to the Benefitted Lot. The deed conveying any Benefitted Lot from Declarant to the purchaser of such lot shall include the easement described in the previous sentence along with all rights, interests, title, duties and obligations related to or arising therefrom. Shared Driveways shall be designed constructed, maintained, repaired, and operated by the owners of Shared Driveway Lots. All construction, repair, and maintenance must be approved in writing by the Board, considering the input and advice of the DRB.

(a) Each Burdened Lot and the corresponding Benefitted Lot form a "Shared Driveway Pair." In some cases, both lots in a Shared Driveway Pair contain a Shared Driveway Easement benefitting the other lot. An owner of a Shared Driveway Lot who takes title from Declarant while the second Shared Driveway Lot in the applicable Shared Driveway Pair is still owned by Declarant (such owner, "First Owner") bears the full cost of constructing and improving any Shared Driveway Easement within the Shared Driveway Pair that are necessary to serve and access First Owner's lot. A First Owner shall have no right or claim whatsoever to recoup any such costs from the purchaser of the other lot in the Shared Driveway Pair (such purchaser, "Second Owner"). A Second Owner shall bear the full cost of constructing and improving any remaining Shared Driveway Easement within the Shared Driveway Pair that are necessary to serve and access the Second Owner's lot but are not necessary to serve and access First Owner's lot. A Second Owner shall have no right or claim whatsoever to recoup any such costs from First Owner.

(b) Each Shared Driveway Easement expressly includes construction use and access rights as may be

reasonably necessary for the owner of the Shared Driveway Lot to complete any and all improvements in, on, over, or under the Shared Driveway Easement within the applicable Shared Driveway Pair, and to maintain, repair, and operate the same, including, without limitation, use and access of up to thirty (30') feet on either side of the Shared Driveway Easements within the applicable Shared Driveway Pair, but not further than the boundary line of any BAE (as defined in the Plat) for the duration of such construction ("Shared Driveway Construction Use Rights"). The Shared Driveway Construction Use Rights shall automatically terminate upon completion of such improvements, repairs and maintenance. Notwithstanding the foregoing, each Shared Driveway Access Easement also includes construction use and access rights as may be reasonably necessary for any and all construction, improvement, maintenance, and operation of any and all legal and duly approved improvements to a Benefitted Lot. Any deed conveying a Shared Driveway Lot from Declarant to the purchaser of such lot shall note the existence of the rights described in this Section.

(c) Maintenance, repair, and operation of the Shared Driveway Easements within each Shared Driveway Pair shall be negotiated and arranged privately between the owners of the Shared Driveway Pair. In the event that either or both such owners fail to repair, maintain, and operate the applicable Shared Driveway Easement in a manner consistent with the appearance and maintenance standards of the Project, the Association has the right, without obligation, to repair, maintain, and operate any such Shared Driveway Easement. To the extent the Association exercises such right, it shall charge Specific Assessments against the respective Shared Driveway Lots for any and all expenses arising from or associated with the maintenance, repair, and operation of the Shared Driveway Easement.

7. **Consistency.** Except as set forth in this Supplement and Amendment, the Declaration remains unchanged, continues in full force and effect, and is hereby ratified and confirmed. In the event of any conflict between the Declaration and this Supplement and Amendment, the terms of this Supplement and Amendment control.
8. **Binding Effect.** The Plat 3A Property shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved in accordance with the provisions of the Declaration, the Governing Documents, and this Supplement and Amendment (as the same may be amended, restated, and supplemented from time to time), which easements, covenants, restrictions, and charges shall be

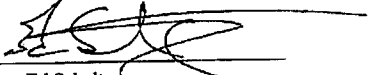
appurtenant to and run with the land and shall be binding upon all persons and entities having or acquiring any right, title or interest in the Additional Land or any part thereof and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned has executed this Supplement and Amendment as of the date and year first written above.

**WPR:**

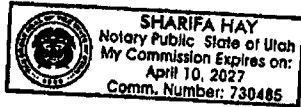
WASATCH PEAKS RANCH, LLC, a Delaware limited liability company

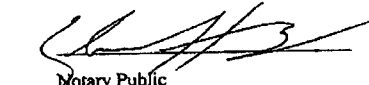
By: Wasatch Peaks Ranch Management, LLC, its Manager

By:   
Name: Ed Schultz  
Its: Authorized Officer

STATE OF UTAH )  
 ) ss.  
County of Salt Lake City )

This instrument was acknowledged before me on October 24, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, manager of Wasatch Peaks Ranch, LLC.



  
Notary Public  
My Commission Expires: 04/10/2027

## EXHIBIT A

## Wasatch Peaks Ranch Plat 3A Property

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11 AND THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT D40 OF FINAL PLAT WASATCH PEAKS RANCH 2A, AS RECORDED ON MAY 1, 2023 IN BOOK 399 PAGE 1278 AS ENTRY NO. 163354, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 3423.56 FEET NORTH 89°22'17" WEST AND 4832.63 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHEAST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE SOUTH 29°55'24" EAST 372.70 FEET; THENCE SOUTH 25°42'36" EAST 386.08 FEET; THENCE SOUTH 11°33'04" EAST 802.46 FEET; THENCE NORTH 69°53'34" EAST 284.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, SOUTH 00°05'48" WEST 1774.73 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE, ALONG THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, SOUTH 89°32'34" EAST 600.21 FEET; THENCE SOUTH 02°58'46" EAST 368.62 FEET; THENCE SOUTH 11°47'52" EAST 448.21 FEET; THENCE NORTH 79°24'15" EAST 392.93 FEET; THENCE SOUTH 26°49'59" EAST 175.76 FEET; THENCE SOUTHERLY 290.80 FEET ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°29'56", CHORD BEARS SOUTH 16°05'01" EAST 289.10 FEET; THENCE SOUTH 05°20'03" EAST 145.13 FEET; THENCE SOUTHERLY 105.60 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°31'29", CHORD BEARS SOUTH 11°05'47" EAST 105.42 FEET; THENCE SOUTH 16°51'32" EAST 370.45 FEET; THENCE SOUTHERLY 345.34 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°39'20", CHORD BEARS SOUTH 03°58'08" WEST 337.78 FEET; THENCE SOUTH 24°47'48" WEST 99.76 FEET; THENCE SOUTH 75°32'25" WEST 544.34 FEET; THENCE NORTH 81°26'45" WEST 629.49 FEET; THENCE SOUTH 87°03'59" WEST 50.00 FEET; THENCE SOUTHWESTERLY 145.18 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°31'55", CHORD BEARS SOUTH 20°49'57" WEST 141.05 FEET; THENCE SOUTH 44°35'54" WEST 35.28 FEET; THENCE SOUTHWESTERLY 36.85 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°53'35", CHORD BEARS SOUTH 53°02'42" WEST 36.72 FEET; THENCE SOUTH 61°29'29" WEST 384.86 FEET; THENCE NORTH 49°37'43" WEST 514.89 FEET; THENCE SOUTH 43°41'53" WEST 89.19 FEET; THENCE NORTH 18°06'15" WEST 1262.32 FEET; THENCE NORTH 52°49'05" EAST 620.52 FEET; THENCE NORTH 37°10'55" WEST 21.22 FEET; THENCE NORTHWESTERLY 100.87 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°10'00", CHORD BEARS NORTH 31°05'55" WEST 100.68 FEET; THENCE NORTH 25°00'55" WEST 83.15 FEET; THENCE NORTHWESTERLY 102.63 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°05'36", CHORD BEARS NORTH 34°03'43" WEST 102.21 FEET; THENCE NORTH 43°06'31" WEST 61.37 FEET;

-Exhibit A-

Third Supplemental Declaration and Second Amendment  
to Master Declaration for Wasatch Peaks Ranch



THENCE NORTHWESTERLY 32.60 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°40'26", CHORD BEARS NORTH 37°46'18" WEST 32.55 FEET; THENCE NORTH 32°26'05" WEST 62.34 FEET; THENCE NORTHWESTERLY 91.56 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°58'11", CHORD BEARS NORTH 53°25'11" WEST 89.53 FEET; THENCE NORTH 09°00'03" EAST 154.67 FEET; THENCE NORTH 61°33'31" EAST 242.04 FEET; THENCE NORTH 37°24'10" EAST 38.55 FEET; THENCE NORTH 08°00'10" EAST 185.47 FEET; THENCE NORTH 11°28'46" EAST 99.68 FEET; THENCE NORTH 25°01'19" EAST 56.33 FEET; THENCE NORTH 40°24'39" EAST 111.27 FEET; THENCE NORTHWESTERLY 13.26 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°22'32", CHORD BEARS NORTH 44°32'11" WEST 13.25 FEET; THENCE NORTH 46°13'27" WEST 52.41 FEET; THENCE SOUTH 26°32'51" WEST 42.70 FEET; THENCE SOUTH 43°56'49" WEST 74.15 FEET; THENCE SOUTH 62°06'06" WEST 24.04 FEET; THENCE SOUTH 78°48'24" WEST 15.58 FEET; THENCE NORTH 83°43'03" WEST 45.14 FEET; THENCE SOUTH 58°38'23" WEST 46.17 FEET; THENCE SOUTH 26°25'43" WEST 82.68 FEET; THENCE SOUTH 51°22'24" WEST 94.43 FEET; THENCE SOUTH 78°33'45" WEST 113.41; THENCE NORTH 61°06'55" WEST 140.34 FEET; THENCE NORTH 38°23'23" EAST 60.10 FEET; THENCE NORTH 30°03'00" EAST 58.96 FEET; THENCE NORTH 10°08'15" EAST 60.80 FEET; THENCE NORTH 23°07'30" EAST 59.87 FEET; THENCE NORTH 37°21'23" EAST 60.68 FEET; THENCE NORTH 32°48'30" EAST 60.85 FEET; THENCE NORTH 22°03'06" EAST 60.82 FEET; THENCE NORTH 15°47'51" EAST 61.06 FEET; THENCE NORTH 26°42'27"E 95.84 FEET; THENCE NORTH 06°16'13" WEST 70.33 FEET; THENCE NORTH 49°25'26" WEST 70.78 FEET; THENCE NORTH 73°24'33" WEST 75.82 FEET; THENCE NORTH 16°58'24" WEST 667.97 FEET; THENCE NORTH 22°09'10" WEST 306.22 FEET; THENCE NORTH 82°29'39" WEST 305.60 FEET; THENCE NORTH 17°14'17" WEST 133.34 FEET; THENCE NORTHEASTERLY 134.12 FEET ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 66°49'13", CHORD BEARS NORTH 16°10'19" EAST 126.64 FEET; THENCE NORTH 40°25'03" WEST 50.00 FEET; THENCE SOUTHWESTERLY 103.92 FEET ALONG THE ARC OF A 165.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°05'04", CHORD BEARS SOUTH 31°32'24" WEST 102.21 FEET; THENCE NORTH 69°25'32" WEST 241.99 FEET; THENCE NORTH 24°21'58" WEST 433.16 FEET TO THE BOUNDARY OF AFORESAID FINAL PLAT WASATCH PEAKS RANCH PLAT 2A; THENCE, ALONG SAID BOUNDARY OF FINAL PLAT WASATCH PEAKS RANCH PLAT 2A, THE FOLLOWING SIX (6) COURSES: (1) NORTH 68°48'32" EAST 678.94 FEET, (2) NORTH 44°21'02" EAST 50.00 FEET, (3) NORTHWESTERLY 15.08 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°50'24", CHORD BEARS NORTH 47°34'10" WEST 15.08 FEET, (4) NORTH 49°29'22" WEST 9.54 FEET, (5) NORTH 37°39'54" EAST 290.43 FEET, (6) NORTH 81°01'28" EAST 515.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,074,418 SQUARE FEET OR 185.363 ACRES

PARCEL NOS.: 00-0092-5755, 00-0092-5756, 00-0092-5757, 00-0092-5758, 00-0092-5759, 00-0092-5760, 00-0092-5761, 00-0092-5762, 00-0092-5763, 00-0092-5764, 00-0092-5765, 00-0092-5766, 00-0092-5767, 00-0092-5768, 00-0092-5769, 00-0092-5770, 00-0092-5771, 00-0092-5772, 00-0092-5773, 00-0092-5774, 00-0092-5775, 00-0092-5776, 00-0092-5777, 00-0092-5778, 00-0092-5779, 00-0092-5780, 00-0092-5781, 00-0092-5782, 00-0092-5783, 00-0092-5784

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