



**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SADDLEWOOD ESTATES PHASE 1  
WEBER COUNTY, UTAH**

THIS DECLARATION is made and executed this 11 day of February, 2022, by Saddlewood Development LLC (the “Declarant”). Declarant is the owner of certain real property in the County of Weber, State of Utah, more particularly described below, and is desirous of developing said property in conformance with the ordinances of Weber County.

NOW THEREFORE, Declarant hereby declares that the property (hereinafter sometimes referred to as the “Subdivision”) shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**RECITALS**

A. Declarant is the owner of the following described real property located in Weber County, State of Utah, to-wit: Saddlewood Estates Phase 1, a Real Estate Subdivision, according to the official plat recorded on January 19, 2022, in Book 92, Page 18, in the office of the Recorder of Weber County, Utah (the “Property”).

B. Declarant has established this Declaration of Covenants, Conditions and Restrictions in order to enhance and protect the value and attractiveness of the Lots.

**ARTICLE 1 – DEFINITIONS**

When used in this Declaration (including in that portion hereof headed “Recitals”) the following terms shall have the meaning indicated:

1.01 City shall mean Taylor City, an unincorporated area of Weber County, State of Utah, and its appropriate departments, officials, and boards, if any.

1.02 Design Committee shall mean the committee created under Article IV of this Declaration.

1.03 Declarant shall mean and refer to Saddlewood Development LLC, a Utah LLC, having its principal place of business in Weber County, Utah.

1.04 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plat for Saddlewood

Estates Phase 1 Subdivision, and the easements and other matters shown on the Plat, are also incorporated into this Declaration by this reference.

1.05 Dwelling shall mean the single-family residence built or to be built on any Lot, including the attached garage.

1.06 Family shall mean one household of persons related to each other by blood, adoption, or marriage, or one group of people of not more than five not so related living together as a unit who maintain a common household.

1.07 Improvements shall mean all structures and appurtenances of every type and kinds including, but not limited to, buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.08 Lot shall mean any numbered building Lot shown on the official plat of Saddlewood Estates Phase 1 Subdivision.

1.09 Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation. If there are multiple persons comprising the Owner of any Lot, their liability for performance of Owner obligations pursuant hereto shall be joint and several.

1.10 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.

1.11 Plat shall mean an official ownership plat of Saddlewood Estates Phase 1 as approved by Weber County and recorded in the office of the Weber County Recorder as it may be amended from time to time.

1.12 Property shall mean the Saddlewood Estates Phase 1 Real Estate Subdivision, according to the official plat recorded on January 19, 2022, in Book 92, Page 18, in the office of the Recorder of Weber County, Utah

1.13 Subdivision shall mean Saddlewood Estates Phase 1, and all Lots, reserved open space, and other property within the Subdivision as shown on the Plat.

## **ARTICLE II – RESTRICTIONS ON ALL LOTS**

The following restrictions on use apply to all Lots within the Subdivision:

2.01 Zoning Regulations. The lawfully enacted zoning regulations of Weber County and any building, fire, and health codes are in full force and effect in the Subdivision and as they

may be hereafter amended from time to time, and no Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

2.02 Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

2.03 No Business or Commercial Uses. This is a residential Subdivision and all Lots must be used exclusively for residential purposes. No business, profession or trade which disturbs or annoys any Owner in their enjoyment of their Lot shall be operated or maintained on any Lot or in any structure thereon except that a home occupation consistent with Weber County ordinances is permitted.

2.04 No Drilling or Mining. The property within the Subdivision shall be used for residential purposes only and no mining, drilling, prospecting, mineral exploration, or quarrying activity is allowed.

2.05 Restrictions on Signs. No sign of any kind shall be displayed to the public view on any Lot except signs used by the Declarant to advertise property during the construction and sales period, or a sign used by an Owner advertising the property for sale. Any such sign displayed by an Owner shall refer only to the premises on which the sign is situated.

2.06 Animals. No livestock, poultry, or animals, other than horses, chickens (no roosters), dogs, cats or household pets maybe kept on the premises as permissible within current Weber County zoning regulations. The limit on the number of permitted animals shall be in accordance with Weber County zoning regulations. Permitted animals are allowed provided that (a) they are not kept, bred or maintained for any commercial purposes, (b) they are restricted to the owner's premises by use of appropriate fencing and under the handlers control, (c) they are not dangerous, fierce, or vicious, and (d) the area of any Lot occupied by an animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which may become a disturbance, annoyance or nuisance to the other Owners in the Subdivision including barking or other offensive activities. Leashes will be required at all times on dogs outside fenced areas and all dog manure will be retained on the Owners own premises. All animals must be confined to the area to the side or rear of the Dwelling.

2.07 No Annoying Sounds. No exterior speakers, horns, whistles, bells, or other sound devices may be used or maintained on any Lot which creates noise that might be unreasonably or annoyingly loud to adjoining Lots. An exception to this restriction is provided for security devices used exclusively to protect the security of the Lot and structures thereon.

2.08 Restrictions on Storage. No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Lots and roads within the Subdivision. Moreover, no open storage of any building materials (except during construction), inoperable motor vehicles, farm or construction equipment, accumulations or construction debris or waste, household refuse or garbage, except as stored in tight containers, shall be stored in such a manner as to be visible from neighboring Lots or the public road. Every tank for the storage of oil, gasoline, propane or other fuels installed outside any Dwelling shall be either buried below the surface of the ground or screened to the satisfaction of the Design Committee. No Lot shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste, which shall not be stored, except in sanitary conditions. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.

2.09 Good Condition. Each Lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair at the Owner's expense, and in such manner as not to create a fire hazard.

2.10 Walls, Fences and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a front yard, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet unless previously approved by the Design Committee for such purposes as a sports court or swimming pool. No fence, wall, hedge, or other similar structure shall be erected closer to the front street than the front of the Dwelling. The only acceptable fencing materials are masonry, vinyl, chain link, wrought iron, or wood. No fences or walls shall be constructed with wire mesh, barbed wire, or cedar posts unless first approved by the Design Committee. All fences shall be properly maintained so as not to negatively impact the values of adjacent Dwellings.

2.11 No Re-Subdivision. No Lot shall be re-subdivided without the approval of Weber County and the consent of the Design Committee.

2.12 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by Weber County.

2.13 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person, to be unreasonably dangerous or hazardous. Any activity that would cause the cancellation of conventional homeowner's insurance policies shall be considered unreasonably dangerous. This includes, without limitation, the storage of toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses.

2.14 Drainage. No owner shall alter the direction of natural drainage on his Lot, nor shall any Owner permit accelerated storm runoff to leave his Lot without first using reasonable means to dissipate the flow of energy. Each Dwelling shall include a footing drain around the

perimeter of the footings which connects into the land drain system installed by Declarant.

2.15 No Transient Lodging Uses. Lots are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, including, but not limited to, VRBO and similar short-term rentals, boarding houses, bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on the Lot shall be subject to time interval ownership.

2.16 Restrictions on Antenna. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from view from the street. No television, ham radio, citizen band or radio antenna or other similar electronic receiving or transmitting device shall be permitted upon the rooftop or side of any Dwelling or elsewhere if exposed to the view from any other Lot, unless approved by the Design Committee. No activity shall be conducted within the property which interferes with television or radio reception of the other Owners.

2.17 No Outside Clothes Lines. No outside clothes lines and other outside clothes drying or airing facilities shall be maintained without prior approval of the Design Committee.

2.18 No Hunting or Camping. There shall be no camping upon any Lot and there shall be no hunting or discharge of firearms on any Lot.

2.19 Foundation. All Dwellings shall be set on permanent foundations. Foundations or basement concrete must not exceed three feet of exposure out of the ground as viewed from the road. Any exposed foundation wall must be properly plastered and finished to a smooth texture.

2.20 Sight Distance at Intersection. No fence, well, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement; except that the distance of connecting points from intersection shall be ten (10) feet. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.21 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any Lot at any time as a residence either temporarily or permanently except during initial construction. No mobile homes are permitted.

2.22 Nuisances. No automobile, van, sport utility vehicle, truck, camper, motor home, trailer, boat, watercraft, backhoe, crawler tractor or trailer used relative thereto, or any other equipment used in heavy excavation or construction or any other vehicle shall be stored on any public street or in any front yard. All RV's, commercial, recreational, oversized, or other motor

vehicles must be stored or parked to the side or rear of the Dwelling and must be concealed from the front of the street. Automobiles parked in the street must be moved at least every seven (7) days. All roof mounted heating and cooling equipment must be set back to the backside of the roof out of view from the street.

2.23 Acceptance. Upon transfer of title from Declarant to Owner, Owner shall assume full responsibility for accepting property "AS IS" and to make proper inspection of the following prior to closing: sewer, water, secondary water, gas, electric, telephone, land drain, curb & gutter, grading, etc.

### ARTICLE III – OWNER MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to maintain the Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. In furtherance thereof, the following are adopted:

3.01 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain the Lot and the improvements to the Lot in a good state of repair and in a clean, sanitary, safe, attractive, and marketable condition at all times. Prior to construction of a Dwelling, Owner shall not allow grass, weeds, or vegetation to exceed twelve (12) inches in height at any time.

3.02 Repair Following Damage. In the event of damage or loss as a result of casualty to a Dwelling or Improvements, the Owner shall reconstruct the same as they existed prior to the damage or loss without review by the Design Committee, provided, however, that alterations or deviations from the original approved plans will require review and approval by the Design Committee. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing and any damaged structure which does remain unrepaired after ninety (90) days following the occurrence of damage is deemed a nuisance which may be abated by the Design Committee. Any costs incurred for abatement action taken by the Design Committee for violations of the 90-day period shall be billed to the Owner of the Dwelling and Lot. Exceptions to the 90-day period described above may be granted by the Design Committee for good cause shown.

3.03 Sewer Connection Required. All Lots are served by sanitary sewer service. No cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system. Sewer system connections and fees shall be the responsibility of the Owner.

3.04 Landscaping Required. As soon as practical following completion of the construction of the Dwelling, but in no event later than 12 months following completion of construction of the Dwelling, each Owner is required to fully landscape the front and sides of his or her Lot. The back yard must be fully landscaped within 12 months from the time the front and sides are completed. Landscape plans shall be submitted to the Design Committee for approval prior the commencement of landscape construction. The Owner may plant lawns, sod, gardens, plants, shrubbery, trees, or other ornamental plantings. Front yard landscaping shall include a

balance of turf, ground covers, shrubs, and trees. Provision should be made for spring and summer season color in the ground cover shrubs and trees. The use of rock and stone as part of the landscaping is encouraged but not to be overused. Back yard landscaping for use of permitted animals, such as horses or chickens, shall be consistent with the intended use thereof. All landscaping, grading, and drainage of the land in each Lot shall be completed so as to comply with, and not impair, all flood control requirements of the Subdivision and the other Lots. In addition, all landscaping shall be maintained so as not to negatively impact the aesthetics of the Subdivision. In the event that Weber County regulations require more strict timelines for completion of landscaping or related provisions, such regulations shall be followed.

3.05 Subsequent Alterations of Exterior Appearance. The Owners shall maintain their Lots and Dwellings in substantially the same condition and appearance as that approved by the Design Committee. No subsequent exterior alterations, improvements or remodeling structural, or in landscaping, paint, color or materials will be made without the advance consent of the Design Committee.

#### ARTICLE IV – ARCHITECTURAL CONTROL

4.01 Organization of the Design Committee. There shall be a Design Committee consisting of no fewer than two (2) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee, provided that such right shall vest in the Owners no later than twelve (12) months following the completion of construction of the primary residence of the final Lot within the Subdivision and Declarant no longer owns any remaining Lots. Declarant may voluntarily relinquish control of the Design Committee to the Owners at any time. Unless authorized by the Owners, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Owners for reasonable expenses incurred in the performance of any Design Committee function. Once the Design Committee is fully controlled by the Owners, the Owners shall hold a meeting to elect Design Committee members as needed.

4.02 Standard of Design Review. Owners shall submit to the Design Committee the proposed improvement plans as well as a sample of all exterior colors and materials to be used in the construction of the Dwelling or accessory building. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Design Committee; and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design, color and location with surrounding structures and topography.

4.03 Design Committee Rules and Architectural Standards. After receiving full control of the Design Committee as set forth in Article 4.01 above, the Owners, in accordance with the amendment provisions of this instrument, may adopt and file as a matter of public record, reasonable rules related to the efficient review of plans and specifications including requirements

as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

4.04 Communication to Design Committee. Any communication to the Design Committee shall be addressed to:

Saddlewood Estates  
Attn: Design Committee  
672 N. 200 W.  
Willard, UT 84340

If the Design Committee determines to change its address, it shall do so upon written notice to all Lot Owners.

4.05 Approval Procedure. All plans of Dwellings or accessory buildings must be submitted for review to the Design Committee prior to the commencement of construction. The plans submitted must be complete original copies and shall have any changes clearly indicated as well as all exterior colors and materials. The plans must show the square footage as well as a site plan with the house and/or accessory building/s accurately located, including elevations and the Lot number and address inscribed thereon. All plans for landscape designs must be submitted for review to the Design Committee prior to commencement of construction. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Decisions of the Design Committee may be based on purely aesthetic considerations. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. The Design Committee's approval or disapproval, as required in this Declaration, shall be in writing. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted. Written notice of the decision of the Design Committee shall be delivered to the Owner of the Lot.

4.06 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee who shall approve or disapprove the request for variance in writing.

4.07 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.



4.08 Completion of Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

4.09 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Design Committee by any Owner, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such residential Lot by the Owner, or otherwise, comply with this Declaration; or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work; and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters set forth therein.

4.10 Multiple Dwellings on a Single Lot. Only one Dwelling may be constructed on any Lot. However, upon prior approval by the Design Committee, a "mother-in-law" type of apartment may be included in the basement of a Dwelling or accessory building, the primary purpose of which is not to create a guest house or additional Dwelling but to have such "mother-in-law" type of apartment incidental to the primary function of the accessory building.

4.11 Inspection and Compliance. The Design Committee shall have no duty or obligation to make inspections of any construction. Nothing herein, however, shall prevent the Design Committee from making inspections prior to, during, or after construction. Upon the completion of any work for which approved plans and specifications are required, the Owner shall give written notice of completion to the Design Committee. Within thirty (30) days after receipt of such notice, the Design Committee may inspect the work to determine its compliance with the approved plans. If the Design Committee finds that the work was not done in substantial compliance with the approved plans or any construction or change in natural conditions on any Lot was undertaken without first obtaining approval from the Design Committee, enforcement action may be taken in accordance with Article 6.14.

4.12 Disclaimer of Liability. Neither the Design Committee, nor any member thereof, acting in good faith shall be liable to the Owners or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development or manner of development of the Subdivision; (d) any engineering or other defect in approved plans and specifications; or (e) construction or construction documents that do not conform to applicable building codes, zoning or other land-use regulations. The Design Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the Declaration and all applicable building codes, zoning and other land-use regulations of Weber County shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the Design Committee and each of its member on account of any activities of the Design

Committee relating to such Owner's property or buildings to be constructed on his or her property. The Design Committee reserves the right to be "subjective" in approving or disapproving the construction of any Dwelling in the Subdivision in order to enhance and protect the value, desirability and attractiveness of the Lots. It is contemplated by this Declaration, and agreed to by all Lot Owners, that there will be variations and adjustments made by the Design Committee in approving or disapproving building plans. The process of approval by the Design Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with these protective covenants.

## ARTICLE V – CONSTRUCTION COVENANTS

The following construction regulations shall be enforced and shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other improvements on a Lot. An Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors, or others shall be deemed a violation by the Owner for which the Owner is liable.

5.01 Building Location. All improvements shall be constructed in accordance with applicable building line and setback provisions of local zoning ordinances except where the building line and setback provisions described herein are more strict than those of Weber County, in which case, the more strict building line and setback provisions described herein shall apply. The following setback lines shall apply unless a written exception is granted by the Design Committee where unusual circumstances exist:

(a) No Dwelling shall be located on any Lot nearer-than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line. The minimum distance from any side lot line shall be ten (10) feet with a total of twenty-four (24) feet for both side lot lines. The minimum distance for the rear lot line shall be thirty (30) feet, along a line paralleling the rear yard line.

(b) Garage and other non-inhabited structure setbacks shall be the same as specified above for Dwellings.

(c) No Dwelling shall be constructed nearer than fifteen (15) feet from an accessory building or twenty-five (25) feet from a Dwelling on an adjacent Lot, and no accessory building may be constructed nearer than twenty-five (25) feet from a Dwelling on an adjacent Lot. First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent Lots. Such permits shall be good for one year only.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot.

(e) If the line with respect to which a setback measurement is to be made is a meandering line, the average length of two Lot lines intersect said meandering line shall be determined, and by using average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made a line

perpendicular to such imaginary line.

(f) The term "Side Lot Line" defines a Lot boundary line that extends from the street in which the Lot abuts to the rear line of the Lot.

(g) The term "Rear Lot Line" defines the boundary line of the Lot that is farthest from the boundary line that substantially abuts the street, except that on corner Lots, it may be determined from either street line.

(h) A corner Lot shall be deemed to have a front line on each street which the Lot abuts, and such Lot need have only one rear yard.

5.02 Dwelling Size. The minimum permitted Dwelling size shall be as follows:

(a) The ground floor square feet area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 1,750 square feet for a one-story dwelling.

(b) In a two-story home, which is two stories above curb level, the combined area of the ground-story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 2,600 square feet.

(c) In a multi-level home (i.e., three or four level split), the total area of all levels of the main structure above ground, exclusive of garage and any one-story open porches, shall not be less than 2,600 square feet. For purposes of this paragraph, only finished area in levels, the entirety of which are more than one-half ( $\frac{1}{2}$ ) exposed above finished grade, shall be included in the calculation of area.

Dwellings in all residential Lots shall have a minimum of a two-car attached garage.

5.03 Height, Width and Placement. No structure or improvement shall be constructed on any Lot having a height of more than two and one-half stories, or 38 (thirty-eight) feet, nor shall any Dwelling be less than twelve (12) feet in height. No Dwelling shall be erected or placed on any Lot unless the front of said Dwelling is directly parallel to the adjacent public street unless previously approved by the Design Committee. No Dwelling shall be erected on any Lot having a width of less than sixty-five (65) feet at the point thirty (30) feet behind the front Lot line.

5.04 Materials. All structures constructed on any Lot shall be constructed with new materials unless otherwise permitted by the Design Committee. No used structures shall be relocated or placed on any Lot.

5.05 Mailboxes. This Subdivision shall be serviced by a cluster mailbox provided by the United States Post Office. Therefore, no Lot shall have a separate mailbox.

5.06 Roofing and Roof Pitch. Materials shall be cedar shaped, tile or architectural-grade asphalt shingle (at least 25-year type) or other high quality roofing materials which are previously approved by the Design Committee. All Dwellings shall have a roof pitch of 8/12 or greater.

5.07 Aluminum and Vinyl. Aluminum, vinyl and or steel siding shall only be allowed in soffit and fascia areas of any Dwellings (meaning the modified closed).

5.08 Brick, Stone or Cement Board/Hardie Board. At least sixty percent (60%) of the front of all Dwellings shall be finished with brick, stone or cement board/hardie board. The remainder of the front shall be finished with stucco. The sides of all Dwellings shall have brick or stone on at least the lowest three and one half feet (3½ feet) above the foundation unless previously approved by the Design Committee. The rear of the Dwelling shall be constructed with brick, stone, cement board/hardie board, or stucco. Each Dwelling shall have an address block on the front of the Dwelling.

5.09 Time Commencement of Construction. Construction of a Dwelling upon a Lot must commence within two (2) years from the date of sale of any Lot. No Dwelling or accessory building shall be permitted to remain incomplete for a period in excess of one (1) year from commencement of construction unless approved by the Design Committee. Construction of accessory buildings shall not be commenced until completion of the primary residence unless otherwise approved by the Design Committee.

5.10 Accessory Buildings. All accessory buildings built on any Lot shall conform to the following limitations unless previously approved by the Design Committee:

(a) No accessory building shall exceed a frontage of forty (40) feet and a length of sixty (60) feet.

(b) The exterior building materials must be the same color, type, grade and quality as the materials used in constructing the Dwelling situated upon the Lot unless approved by the Design Committee. The only exception to this requirement is vinyl siding may be used in place of brick, stucco, or stone provided that there is a three and one half (3½) foot wainscot on the front of the building constructed with either brick or stone.

(c) The maximum height of any accessory building shall be sixteen (16) feet from the ground to the eve of the building

5.11 Occupancy. No structure shall be occupied until: (a) the same is substantially completed in accordance with plans and specifications previously approved by the Design Committee; and (b) Weber County has properly issued a Certificate of Occupancy.

5.12 Outside Toilet. No outside toilet(s) other than self-contained portable toilet units used during construction shall be placed or constructed on any Lot. All plumbing, fixtures, dishwashers, garbage disposals, toilets and sinks shall be connected to the individual sewer system connection, which shall in turn be connected to the main sewer line provided by the Declarant.

5.13 Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during construction of the Dwelling or improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.14 Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset. The Owner is

responsible for controlling noise emanating from the site.

## ARTICLE VI - GENERAL

6.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the last address for such person as reflected in the public property records at the time of delivery or mailing. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the managing agent of the Design Committee or any member of the Design Committee.

6.02 Reciprocal Enforceability of Covenants. It is the intent of the Declarant that all phases of the Saddlewood Estates Subdivision be subject to substantially similar covenants, conditions, and restrictions. Therefore, to the extent that Declarant records the same or a substantially similar declaration of subsequent phases of the Saddlewood Estates subdivision, all covenants are intended to be mutually enforceable by the Owners of any and all phases in the Subdivision.

6.03 Amendment. Except as provided below in this Section 6.03 or in Section 6.10, this Declaration may be amended by (a) the affirmative vote of a majority of the Owners; and b) the written consent of the Declarant, if such amendment is adopted any time when Declarant holds title to any Lot. Until all portions of the undeveloped land are annexed to the Property or until Declarant's right to annex land to the Property otherwise terminates, Declarant reserves the right to amend this Declaration insofar as it applies to any land annexed at or after the date of such amendment, provided that (a) any such amendment shall be set forth in a supplemental declaration annexing land to the Property; and (b) no such amendment may affect the voting rights of Owners (other than the inclusion of additional Owners entitled to vote). Declarant may at any time amend this Declaration so as to limit, diminish or eliminate all or any of the reserved rights or benefits of Declarant, provided that any such amendment shall be effective only after being filed of record in the office of the County Recorder of Weber County, Utah.

6.04 Consent in Lieu of Vote. In any case in which this Declaration requires authorization or approval of a transaction, the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement maybe fully satisfied by obtaining, with or without a meeting, consent in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 6.04:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
- (c) Except as provided in the following sentence, any change in ownership of a

residential Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same residential Lot are secured, the consent of none of such Owners shall be effective.

6.05 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

6.06 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction, and enforcement of this Declaration.

6.07 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a residential Lot shall comply with, and all interests in all residential Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a residential Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

6.08 Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the Weber County Recorder. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant, or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of Joseph R. Biden, the President of the United States at the time this Declaration was recorded.

6.09 Exemption of Declarant. Declarant shall be exempt from provisions of this Declaration which are inconsistent with its role as developer. Declarant shall have the right to use any Lot owned by it in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the

Subdivision or improvement and sale of all residential Lots owned by Declarant.

6.10 Declarant's Right to Amend. Until all portions of the undeveloped land are included in the Development, or until the right to expand the Development through the annexation of all or part the lands constituting the undeveloped land terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration as may be reasonably necessary or desirable to: (a) more accurately express the intent of any provisions of this Declaration in light of then existing circumstances or information; (b) better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or (c) facilitate the practical, technical, administrative, or functional annexation of any undeveloped land to the Property.

6.11 Effective Date. This Declaration and any amendment hereof shall take effect upon it being filed for record in the office of the County Recorder of Weber County, Utah.

6.12 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.

6.13 Mortgagee Protection Provision. The breach of any of the of foregoing covenants shall not defeat or render invalid the lien of any mortgage or Deed of Trust lien on the Property that is made in good faith for value.

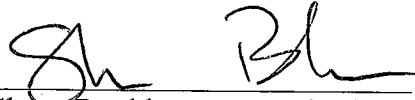
6.14 Enforcement of Restrictions. The following shall have the right to exercise or seek any remedy at law or in equity to enforce compliance with this Declaration: (a) Declarant so long as it has any interest in any of the property or Lots; or (b) any Owner. The prevailing party in an action for the enforcement of any provision of this Declaration shall be entitled to collect court costs and reasonable attorney's fees. Upon written request from the Declarant, Owner shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Declarant or their designee, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. All costs incurred, together with the interest at the fixed rate of 1.5% per month, shall be treated as an Assessment.

*(remainder of page intentionally left blank)*

6.15 Limited Liability. Neither the Declarant nor the Design Committee or its individual members nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants provided that any such actions or inactions are the result of the good faith exercise of their judgement under these covenants. Furthermore, it is the duty of all Owners and their respective contractor/s to comply with all Weber County codes and regulations, whether or not construction plans submitted to the Design Committee are approved in any form, even though such plans may be in violation of Weber County codes and regulations.

DATED this 11 day of February, 2022

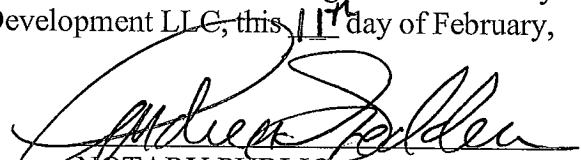
Saddlewood Development LLC



By: Shane Barthlome – Member/Manager

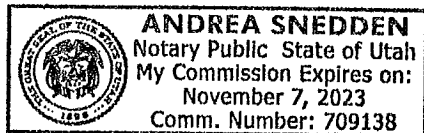
STATE OF UTAH )  
 )  
COUNTY OF Davis ) :ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTIRCTIONS OF SADDLEWOOD ESTATES PHASE 1 was acknowledged before me by Shane Barthlome, Member/Manager of Saddlewood Development LLC, this 11<sup>th</sup> day of February, 2022.

  
NOTARY PUBLIC

My Commission Expires: 11-07-2023

Residing at: Morgan  
Utah





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL of Lots 1-27, SADDLEWOOD ESTATES SUBDIVISION, as shown on the official plat thereof, filed in the Office of the Recorder, WEBER County, Utah.

Parcel Numbers: 15-772-0001 through 15-772-0027