

When Recorded Return To:

DPW Heber, Inc.
1005 N. Grove Dr.
Alpine, UT 84004

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SADDLE CREEK**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Saddle Creek (the "**First Amendment**") is executed and adopted by DPW Heber, Inc. (the "**Declarant**").

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Saddle Creek was recorded on June 16, 2021 as Entry No. 502195 in the office of the Wasatch County Recorder (hereinafter the "**Declaration**").

B. This First Amendment affects the real property located in Wasatch County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to modify pet limitations and restrictions.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration so long as it owns a Lot in the Project. As of the date of the recording of this First Amendment, the Declarant owns one or more Lots in the Project.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Wasatch County Recorder's office.

(1) Amendment No. 1. The text (but not the heading) of Section 9.5 of the Declaration is deleted in its entirety and the following text is substituted:

Domestic pets may be kept on Lots or in Residences in conformance with local government requirements. With the exception of chickens, farm animals and

horses are prohibited. No pets, animals, livestock, or poultry of any kind shall be bred or kept within the Project for commercial purposes. Not more than two (2) dogs and a total of six (6) household pets may be kept on a Lot. Pets must be on a leash, in a cage, or otherwise contained when outside of the Owner's Lot. The Board may adopt Rules that vary or expand upon the restrictions related to pets, including but not limited to, restrictions on the number and types of pets, requirements for registration with the Association, and noise limitations. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Lot of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion. The Association may levy fines for Rule violations and assess Individual Assessments to Owners for any damages to the Common Areas and landscaping caused by a pet. The Board shall have the authority to remove animals that are found to be a continuous nuisance or if continually violating any other Rule or provision governing animals or pets.

(2) Conflicts. All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) Incorporation & Supplementation of Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

* * * *

IN WITNESS WHEREOF, Declarant has executed this First Amendment this 8th
day of July, 2021.

DECLARANT
DPW HEBER, INC,
a Utah corporation

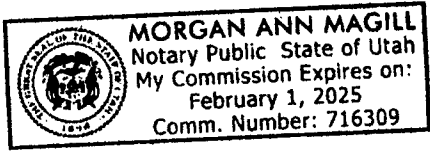
By: [Signature]

Name: MATT WATKINS

Its: PRESIDENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 8th day of July, 2021, personally appeared before me
Matt Watkins who by me being duly sworn, did say that she/he is an
authorized representative of DPW Heber, Inc., and that the foregoing instrument is signed on
behalf of said corporation and executed with all necessary authority.



Notary Public: [Signature]

EXHIBIT A
Legal Description

All of **SADDLE CREEK SUBDIVISION - PHASE 1**, according to the official plat filed in the office of the Wasatch County Recorder on June 16, 2021 as Entry Number 502193.

Including Lots 1 through 9

Parcel Numbers: 00-0021-6228 through 00-0021-6236