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PASTURES AT SADDLEBACK P.U.D. 09/15/2014 02:16 PM  
HOMEOWNERS' ASSOCIATION Fee: \$117.00  
c/o Christopher F. Robinson Filed By: cf  
P. O. Box 540478 Jerry Houghton, Recorder  
North Salt Lake, Utah 84054 Tooele County Corporation

Ent: 402258 - Pg 1 of 27  
Date: 08/19/2014 03:19 PM  
Fee: \$62.00  
Filed By: cf  
Jerry Houghton, Recorder  
Tooele County Corporation  
For: PASTURES OF SADDLEBACK

RE-RECORDED--SEE RE-RECORDING ACKNOWLEDGMENT

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

APN: 05-016-0-0020

WHEREAS, the undersigned, SADDLEBACK PASTURES, L.C., a Utah limited liability company (the "Declarant") is the legal and beneficial owner of a certain tract of land (the "Property") situated in Tooele County ("Tooele County"), State of Utah, as more fully described Exhibit "A" attached hereto;

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

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

NOW, THEREFORE, Declarant hereby declares that all of the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be sold, transferred, conveyed, used, leased, occupied, developed, resided upon, landscaped, mortgaged, or otherwise hypothecated or otherwise encumbered, and held subject to the following covenants, conditions, restrictions, agreements, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and Lots hereby or hereafter made subject hereto. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the Property and Lots now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of a Lot, and any owner of any other portion of the Property, including Declarant.

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

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

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

1.3. "By-Laws" means the By-Laws of the Association.

1.4. "Committee" means the Architectural and Structural Control Committee referred to in Section 8 of this Declaration.

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

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

1.7. "Director(s)" mean those individuals elected by the Owners to serve on the Board of Directors (the "Board of Directors") and to perform their duties and responsibilities as outlined in By-Laws and in this Declaration.

1.8. "Landscaping Plan" shall have the meaning specified in the Water Declaration.

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

1.10. "Majority" means those eligible votes totaling more than fifty percent (50%) of the total eligible number.

1.11 "Member(s)" means the person(s) or entity(ies) who has(have) Membership in the Association.

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

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

1.14. "Mortgagee" means the holder of a Mortgage.

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

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

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

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

1.19. "Subdivision" or "Subdivisions" means one or more subdivisions of all or portion of the Property into Lots, Parcels, streets, and easements, etc. A "Subdivision Plat" means a plat map for a Subdivision recorded in the Office of the Tooele County Recorder (the "Recorder's Office"). The initial Subdivision Plat for the first Subdivision on the Property is the *Pastures At Saddleback P.U.D. Plat 2* recorded in the Recorder's Office on August 19<sup>th</sup>, 2014 as Entry No. 402261, in Book n/a beginning at Page n/a.

1.20 "Unit(s)" is defined in Section 1.1, above

1.21. "Water Declaration" shall have the meaning as defined in Section 7.10 hereinbelow.

2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used,

occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property located in Tooele County, Utah, described on Exhibit "A" to this Declaration, as may be expanded by the Declarant, in its sole discretion, pursuant to Section 15 hereinbelow.

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

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

5. **DURATION.** The provisions of this Declaration shall be and remain effective for a period from the date hereof to December 31, 2050, at which time said covenants, conditions, restrictions, stipulations and agreements shall be automatically extended for successive periods of 10 years, unless, by an affirmative vote of seventy-five percent (75%) of the then eligible votes of Owners of Lots within the Property prior to the date of an automatic extension, it is agreed to release the Property in whole or in part from the provisions of this Declaration and such agreement is evidenced by an appropriate written agreement specifying the Property released, signed by the then Owners of said seventy-five percent (75%) of the eligible votes of Owners of Lots within the Property, and filed with the Recorder's Office prior to the date of an automatic extension, which agreement shall be effective upon the date such automatic extension would otherwise have occurred. Every purchaser or grantee of any Lot or any interest in any of the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall be extended and renewed as provided in this Section.

6. **AMENDMENT.** These restrictions, conditions, covenants and agreements, however, may be changed, altered or amended, other than releasing the Property in whole or in part from the provisions of this Declaration, at any time by the affirmative action of the Owners of seventy-five percent (75%) of the eligible votes of Owners of Lots within the Property. Such changes shall be evidenced by the execution of an appropriate agreement in writing signed by the Owners of seventy-five percent (75%) of the eligible votes and recorded in the Recorder's Office.

Provided, however, that any amendment regarding paragraph 7.1 of this Declaration shall require a unanimous vote of all of the individual legal Owners of all of the Lots within the Property. Any such change shall be evidenced by the execution of an appropriate agreement in

writing signed by one hundred percent (100%) of such Owners filed for record in the Recorder's Office.

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

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

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

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

The Natural Grade of a Lot shall not be modified except as expressly approved in writing by the Committee as a part of the final approval of the Plans (defined below) for the construction of a dwelling or other structure on a Lot; provided, however, in no instance shall the Natural Grade be modified in a manner which would circumvent the height limitation defined in this Section 7.2.

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

Every detached single family dwelling, exclusive of garages and open porches, erected on any Lot shall have a minimum above grade finished living area, excluding garages, of one thousand seven hundred (1,700) square feet for a single level residence or two thousand seven hundred (2,700) square feet for a multi-level or two story dwelling provided, however, that a two story dwelling shall have a minimum of one thousand five hundred (1,500) square feet on the first floor above grade.

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

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

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

Installation of all required landscaping in conformance with approved Plans shall begin no later than one (1) month after a Certificate of Occupancy (C.O.) is issued by Tooele County; ~~except that if the C.O. is issued between October 15th and the following April 1st,~~ installation of landscaping shall begin no later than April 30th. Landscaping shall be substantially completed within six (6) months after landscaping is commenced.

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

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

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

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

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

7.8. DRAINAGE AND PUBLIC UTILITY EASEMENTS; ON-SITE DRAINAGE RETENTION; PROTECTION OF DRAINAGE SWALES.

Drainage and public utility easements (“PUDE’s”) over portions of the Property as shown on any recorded Subdivision Plat have been dedicated as drainage and/or utility easements for the use of Tooele County, public or private utility companies or entities, and/or the Association (as the case may be) for the erection, construction, maintenance and operation therein or thereon of drainage swales, conduits, ditches, ponds, or pipes and for pipes, conduits, poles, wires, cables, and other means of conveying to and from the Lots and Parcels, gas, electricity, power, water, telephone, communication services, cable television, telegraph services, sanitary sewer, storm drainage, and other services for convenience of Owners of Lots and Parcels.

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

Each Owner hereby agrees to not fill-in or block any drainage swales that are constructed within the PUDE’s as shown on any Subdivision Plat and, unless otherwise approved by the Committee in writing, all drainage swales which are crossed by driveways or other hard surfaces must be bridged or piped at the Owner’s expense with at least an 18” diameter culvert so as to not impede the flow of water within such drainage swales. The size, material, plans and placement of all such pipes and/or conduit must be approved by the Committee prior to installation. Except for periodic “check” dams or structures in the drainage swales to be installed by the Association or by Declarant as part of the initial Improvements, nothing shall be done or allowed which would impede drainage in the drainage swales or drainage ways adjacent to the street surface or which would

impede or interfere with drainage facilities. The Association may regularly inspect all drainage swales and shall remove therefrom or otherwise correct any obstruction or other situation which may exist with potential to impede drainage within any drainage swale. The cost of such removal or correction shall be assessed to the Owner of the Lot from which such obstruction or situation has been removed.

Dedicated public roads ("Public Roads") have been or shall be granted to the Tooele County on the Subdivision Plats for the use of the public and Association, its Members, and their guests. Each Owner shall maintain (or if a dwelling is built, landscape), consistent with the provisions of Section 7.10, that portion of said Owner's Lot immediately adjacent to a Public Road within the area marked PUDE's on a Subdivision Plat. As noted above, these areas may contain drainage swales, drainage ways and drainage facilities.

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

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

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

Upon completion of a dwelling or other structure approved by the Committee and pursuant to the terms and provisions of the Water Declaration, all Lots shall be xeriscaped or landscaped with trees, lawns, shrubs, or other plantings which shall be properly nurtured and maintained or replaced at the Owner's expense.

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



If the Association elects to landscape Common Properties, the Association shall do so using water-conserving plants and efficient irrigation methods in order to conserve water and such landscape plans shall be submitted to the Committee for approval in the same fashion as those for Lots.

All landscaping must be in accordance with the provisions of this Declaration and the Water Declaration, including approval as required by Section 8.2.

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

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

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

A. No Farm Animals shall be kept or maintained closer than forty feet (40') to any dwelling on any adjacent Lot and no barn, stable, coop, pen, or corral shall be kept closer than forty feet (40') to any Public Road and shall be screened from sight from a Public Road.

B. All Farm Animals shall be kept behind the dwelling, in the rear portion of any Lot.

C. Horses, cattle, and other similarly sized large animals ("Large Animals") are only allowed on Lots that are six tenths (0.6) of an acre or larger in size and then no more than two (2) such Large Animals may be kept on any Lot at any given time.

D. The keeping and rearing of Farm Animals on the Property shall be done in a clean and healthy way, using the best practices of animal husbandry, in order to minimize odors and noises.

7.13. ENERGY EFFICIENCY AND RENEWABLE ENERGY. Owners are encouraged to use best practices and measures for energy conservation in building and operating

dwellings upon the Lots, including such things as highly efficient furnaces, appliances and lighting; quality windows; effective insulation; passive solar techniques in site orientation and building design; and active solar, wind, and geothermal strategies. Subject to applicable laws and regulations and Committee review and approval as part of the Plans, (A) rooftop renewable energy collectors or generators may be used on the Lots so long as such structures are integrated into the overall roof design and compliment or blend in with the roofing materials and (B) portions of the Lot may be used to generate renewable energy.

8. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE.

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

The initial notice address of the Committee shall be:

Pastures at Saddleback P.U.D.  
Architectural and Structural Control Committee  
P.O. Box 540478  
North Salt Lake, UT 80454  
Tel: (801) 677-6400  
Fax: (801) 677-6416  
Email: ArchCommittee@sbpastures.net

This mailing and email address shall serve as the notice address of the Committee until such time as a different address is recorded with reference to this Declaration with the Recorder's Office.

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

The Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2)

members of said Committee and shall be in conformity with the procedure outlined in paragraph 8.2 below.

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

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

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

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

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

D. A Landscape Plan as defined and specified in the Water Declaration;

E. A check for Eight Hundred Dollars (\$800), increased by an annual compounded escalator of 3% per annum every year, made payable to the Pastures At Saddleback P.U.D. Homeowners' Association as a plan review fee (the "Plan Review Fee");

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

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

Within thirty (30) days after receipt of the Plans by the Committee, the Committee shall approve or disapprove the Plans and shall evidence such approval or disapproval by issuing a written approval or disapproval letter, signed by a Majority of the Committee, the form of which is attached hereto as Exhibit "D" (and in the case of a denial, shall indicated in writing the basis for the denial). Such approval shall only be valid if construction is commenced within nine (9) months of the date of such approval.

The submission of Plans shall be deemed received only when delivered to the Committee as follows:

A. By delivering the Plan Review Fee and one (1) complete set of 11" x 17" or larger, scaled prints of the Plans to the Committee at its notice address provided in Section 8.1 above; and

B. By emailing to the Committee at its email address provided in Section 8.1 above a complete digital copy (.pdf file format) of the Plans.

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

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

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

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

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

D. Samples. If requested by the Committee, prior to the construction of any building or structure, appropriate building material samples and material colors must be provided to

the Committee in order to determine if said materials comply with the terms and intent of these covenants, conditions and restrictions.

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

F. Landscaping. Landscaping should harmonize with the natural environment surrounding the Subdivision and shall be consistent with the requirements the Water Declaration and of Section 7.10 of this Declaration.

8.4. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE DECISION; LIABILITY. All decisions of said Committee shall be final, and neither said Committee, nor its members, nor any designated representative, shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the Lot Owners and/or their designer, architect or builder. The Committee's review of Plans shall in no way be concerned with the structural or mechanical integrity or ability of the building or with architectural or structural soundness thereof. Construction of any structure or improvement on a Lot in accordance with approval of the Committee shall constitute a waiver by any Lot Owner of any claim or cause of action against the Committee and/or its members that the approval of the Committee or any requirements or conditions of the approval are contrary to or inconsistent with the provisions of this Declaration.

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

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

## 9. OTHER RESTRICTIONS AND PROHIBITIONS.

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

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

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

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

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

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

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

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

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

11. MANNER OF VOTING. In voting, pursuant to the provisions of this Declaration, the Owner of each Lot shall be entitled to one (1) vote. Any amendment or repeal of this Declaration resulting from any such vote shall be evidenced by an appropriate written instrument signed by the required number of Owners, which instrument shall be acknowledged and promptly recorded in the Recorder's Office.

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

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

14. ASSESSMENTS.

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

14.2. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as

hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration or the By-Laws. All such assessments, together with late charges, interest at eighteen percent (18%) per annum, compounded monthly (or such lower rate fixed by the Association, or so as not to exceed the maximum legal rate), costs, and reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Owner(s) of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee(s) shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any bona fide first Mortgage holder until such first Mortgage holder or other person takes title through foreclosure proceedings or deed in lieu of foreclosure.

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

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

14.4. ANNUAL BUDGET; COMPUTATION OF LOT ASSESSMENT. It shall be the duty of the Association to prepare a budget covering the estimated costs of operating the Association during the next calendar year, which shall include anticipated operating costs and a capital contribution or reserve for repair and/or replacement of physical improvements in accordance with a capital budget separately prepared. The Association shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved by a Majority of Owners at a meeting of the Owners held prior to December 31 of the current year. Notwithstanding the foregoing, however, in the event the Membership disapproves the proposed budget or the Association fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year(s). Within one-hundred twenty (120) days following the end of each calendar year the Association shall prepare a reconciliation of the prior year's operating budget and actual receipts and expenditures and shall deliver such reconciliation to each Owner in written form. If the Association has surplus funds in its operating budget on hand from prior year(s), the total of such funds on hand shall be deposited in the Capital Improvements Reserve (as defined below).



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

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

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

14.7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments, which are not paid when due, shall be deemed delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in the amount of five percent (5%) of the amount due. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within sixty (60) days, a lien, as herein provided, shall automatically attach and, in addition, the lien shall include the late charge, interest at the rate of eighteen percent (18%) per annum compounded monthly, or such lower rate so as not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid ninety (90) days after the due date, the Association may, as the Association shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be

claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action or inaction by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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

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

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

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

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

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

14.12. NO ASSESSMENTS FOR INITIAL SUBDIVISION IMPROVEMENTS. Neither the Association nor any of its Owners shall be assessed to pay for any capital expenditures for any initial Subdivision improvements unless otherwise agreed to in writing. Pursuant to Section

16 below, the Declarant shall bear the cost of installing and construction all initial Subdivision improvements and other Common Properties/facilities.

14.13. ASSESSMENTS FOR THE CAPITAL IMPROVEMENTS RESERVE. Pursuant to Section 14.4 above, the Association may assess, as a part of its annual assessment, a capital contribution to fund an accumulating reserve for present and future repairs and/or replacement of the physical improvements (hereafter the "Capital Improvements Reserve").

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

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

16. SUBDIVISION IMPROVEMENTS.

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

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

17. GENERAL PROVISIONS.

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

17.2. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto and those who become subject to the provisions hereof, that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, or agreements either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction or agreement.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this document this 19<sup>th</sup> day of August, 2014.

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

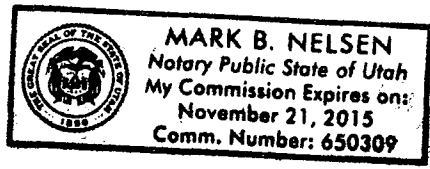
By: Christopher F. Robinson  
Christopher F. Robinson  
Manager

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

On the 19th day of August, A.D. 2014, personally appeared before me CHRISTOPHER F. ROBINSON who being by me duly sworn did say is the manager of SADDLEBACK PASTURES, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Mark B. Nelsen  
NOTARY PUBLIC Mark B. Nelsen  
Residing at: Toddle UT 84074

My Commission Expires:  
11/21/15



## Re-Recording Acknowledgment

The undersigned Declarant hereby acknowledges and approves the re-recording of the attached *DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK, P.U.D.*, which was originally recorded on August 19th, 2014 as Entry No. 402258 in the Office of the Tooele County Recorder. This *DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PASTURES AT SADDLEBACK, P.U.D.* is being re-recorded because (a) the recording information for the Pastures At Saddleback P.U.D. Plat 2 was not inserted in Section 1.19 shown on Page 3 of the original document and (b) Exhibit "D" as referenced in Section 8.2 on Page 12 of the original documents was inadvertently omitted.

Dated as of this 15<sup>th</sup> day of September, 2014.

Declarant:

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

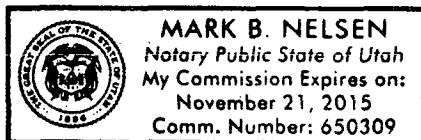
By: Christopher F. Robinson  
Christopher F. Robinson, Manager

STATE OF UTAH            )  
  :SS.  
COUNTY OF Tooele )

The foregoing instrument was signed before me this 15<sup>th</sup> day of September, 2014, by Christopher F. Robinson, the Manager of SADDLEBACK PASTURES, L.C., a Utah limited liability company

Mark B. Nelsen  
NOTARY PUBLIC  
Residing at: Tooele, UT 84074

My Commission Expires: 11/21/15



**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR THE PROPERTY**

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

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

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



**EXHIBIT "B"**  
**PASTURES AT SADDLEBACK PLAN SUBMITTAL WORKSHEET**

(Refer to Sections 8.2 and 8.3 of CC&Rs)

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

**Section 1: Owner Information**

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

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

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

**Section 2: Dates**

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

**Section 3: Site Plan Information**

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

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

Height (elevation calculated from a designated point on the lot):  
    Basement Floor Elevation \_\_\_\_\_ Main floor Elevation \_\_\_\_\_  
    Upper Floor Elevation \_\_\_\_\_  
    Elevation of Lowest Point of Footprint of Structure at Existing Natural Grade \_\_\_\_\_  
    Top of Roof \_\_\_\_\_  
Square Footage of Main floor \_\_\_\_\_  
Square Footage of Basement \_\_\_\_\_  
Square Footage of Additional Level \_\_\_\_\_  
TOTAL SQUARE FOOTAGE \_\_\_\_\_  
Garage Square Footage \_\_\_\_\_  
No. Of Car Garage \_\_\_\_\_ (not less than 2 nor more than 4)  
Information on Additional Structures (attach additional sheets if necessary)(must contain same information as home, e.g. square footage, materials, location, setbacks, elevations, etc...)

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

Exterior Building Color-- Siding \_\_\_\_\_

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

Exterior Building Color--Trim \_\_\_\_\_

Roof Material or Type \_\_\_\_\_ (samples to be provided on request of Committee)

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

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

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

Fence Color \_\_\_\_\_ Fence Maximum Height \_\_\_\_\_

(a separate fencing plan must also be provided)

<p><b><u>Submittal Checklist:</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Site Plan required by Section 8.2 A.</li> <li><input type="checkbox"/> Floor plans and elevations as required by Section 8.2 B.</li> <li><input type="checkbox"/> Completed Pastures At Saddleback P.U.D. Plan Submittal Worksheets as required by Section 8.2 C.</li> <li><input type="checkbox"/> Landscape Plan as required by Section 8.2 D and the Water Declaration.</li> <li><input type="checkbox"/> A check for the Plan Review Fee payable to "Pastures At Saddleback P.U.D. Homeowners' Association" as required by Section 8.2 E.</li> <li><input type="checkbox"/> Fence or wall plans as required by Sections 8.2 F, 8.3 B, and 8.3 C.</li> <li><input type="checkbox"/> (If needed) 2 copies of the Pastures At Saddleback CC&amp;R Variance Request Form pursuant to Sections 7.6, 8.2 G and 8.5. A variance from Tooele County Ordinances also requires this form (See Section 7.6).</li> </ul>	<p><b><u>Plan Review Fee Schedule:</u></b>  <u>\$800.00 beginning in 2014</u></p> <p>Thereafter increasing at an annual compounded escalator of 3%</p>
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Submitted By \_\_\_\_\_  
 (Owner's Signature(s))

EXHIBIT "C"

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

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

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

**Section 1: Owner Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Variance Approved

Variance Approved Subject to the Conditions Below\*

Variance Disapproved

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

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

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

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

Dated \_\_\_\_\_

cc: Board of Directors

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

EXHIBIT "D"

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

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

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

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

Dear Lot Owner,

- The plans have not been reviewed and are being returned due to the fact they are incomplete. Please complete the items specified below\*\* and re-submit the plans.
- We hereby grant approval of the above referenced plans.
- We hereby grant approval of the above referenced plans subject to satisfaction of the conditions specified below\*\*.
- We hereby disapprove of the above referenced plans for the reasons specified below\*\*. Please correct the plans appropriately and re-submit them for an additional review by this Committee.

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

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

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

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

Very truly yours,

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

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Committee Member

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Committee Member

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Committee Member

cc: Board of Directors