

Entry #: 524893  
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FEE \$40.00 BY CHRISTOPHER F ROBINSON  
Jerry Houghton, Tooele County County Recorder

**When Recorded, Mail to:**

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P.O. Box 540478  
North Salt Lake, UT 84054  
Attn: Christopher F. Robinson, Manager

Tooele County Tax Parcel Nos. 05-029-0-0050 and 05-028-0-0059

**DECLARATION OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
LAKE POINT HEIGHTS  
SUBDIVISION**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE POINT HEIGHTS SUBDIVISION (this “Declaration”) is made and executed as of October 22<sup>nd</sup>, 2020, by Saddleback Pastures, L.C., a Utah limited liability company (hereinafter referred to as the “Declarant”). As of the date of the execution of this Declaration, Declarant is the sole owner of all of the Lots within the Project defined in this Declaration. Consequently, Declarant has full right, title and authority to execute, acknowledge, and record this Declaration in the Official Records (defined below).

**RECITALS:**

A. This Declaration affects Lots 1 through 21, inclusive within Lake Point Heights Subdivision, according to the official plat recorded on October 22<sup>nd</sup>, 2020, as Entry No. 524897 in Book 21 beginning at Page 44 in the Official Records (the “Plat”), which is located in Tooele County, Utah, and which Lots are contained within the real property more particularly described with particularity in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”). Declarant desires to develop the Lots for residential uses.

B. Declarant is the owner of the Lots (defined below).

C. Declarant or its successors or assigns has constructed, is in the process of constructing or will construct upon the Lots a residential unit development, which shall include certain Lots and other improvements.

D. Declarant or its successors or assigns intends to sell to various purchasers the fee title to the individual Lots, subject to the Plat and the covenants, conditions and restrictions set forth in this Declaration and in the Water Declaration (defined below).

E. Declarant desires, by recording in the Official Records this Declaration and the Plat, to submit the Lots and all Improvements (defined below) now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

**ARTICLE 1  
DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled “Recitals”), each of the following terms shall have the meaning indicated.

1.01 Administrative Control Period shall mean and refer to the period of time commencing on the date that this Declaration is recorded in Official Records and continuing until the date that is eighteen (18) months following the date on which Declarant sells to a third-party purchaser the last of the Lots owned by Declarant that are subject to this Declaration.

1.02 Architectural Control Committee shall mean a committee consisting of three (3) members, the function of which shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject: (a) any plans or specifications for all structures, Improvements, and Buildings to be erected or remodeled on Lots within the Property, and (b) any plans for fencing, landscaping, parking pads, patios and all other exterior Improvements of any nature on Lots within the Property, so that all Buildings, structures, fencing, landscaping, parking pads, patios and other exterior Improvements of any nature shall conform to the restrictions contained herein and to the general development plans of the Declarant, for the benefit, improvement and development of the Property. In exercising its duties as defined in this Declaration, the Architectural Control Committee shall use as its standards for approving or rejecting any plans or specifications the criteria contained in this Declaration. In following the guidelines contained in this Declaration, the Architectural Control 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 the Architectural Control Committee to waive any restrictions which are set forth in this Declaration, except as herein specifically provided. The Architectural Control Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Architectural Control Committee must be in writing and signed by a minimum of two (2) members of the Architectural Control Committee. Until the expiration of the time set forth in Section 1.01 herein, the Declarant, in its sole discretion, shall have the right to appoint and remove the members of the Architectural Control Committee, and thereafter, the members of the Architectural Control Committee shall be selected by a vote of the Majority of the Owners from among the Owners of Lots within the Subdivision.

1.03 Basement shall mean any living area which is more than four feet (4') feet below the average street grade in front of the structure.

1.04 Building shall mean a structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and Improvements thereto or used in connection therewith.

1.05 Business and/or Trade shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required therefor.

1.06 Community Standards shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Project as determined by Declarant during the Administrative Control Period.

1.07 County shall mean Tooele County, Utah.

1.08 Declaration shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE POINT HEIGHTS SUBDIVISION.

1.09 Declarant shall mean and refer to Saddleback Pastures, L.C., a Utah limited liability company, its successors and assigns.

1.10 Drainage Swale(s) shall mean the areas identified on the Plat as Public Utility and Drainage Easements ("PUDEs") located within or adjacent to the road right of way or as otherwise identified upon the Plat or in other documents recorded against all or a portion of the Property, including but not limited to any drainage basins, Retention Ponds (as defined on the Plat), and interconnecting ditches or pipelines, for purposes of directing and managing storm water runoff.

1.11 Dwelling shall mean and refer to the single family residence built or to be built on any Lot.

1.12 Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Owners.

1.13 Family shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household.

1.14 Guest shall mean and refer to a temporary visitor, invitee, or natural person whose presence within the Project is approved by or is at the request of a particular Owner.

1.15 Improvement shall mean and refer to all physical structures and appurtenances to the Lots of every kind and type, including but not limited to all Buildings, Dwellings, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, alleys, walkways, driveways, Drainage Swales, parking areas, patios, fences, walls, stairs, landscaping, trees, shrubs, bushes, and green space.

1.16 Lots shall mean and refer to the 21 Lots within the Plat recorded upon the Property and the term Lot shall mean any one of the Lots. Where the context indicates or requires, the term Lot includes any Dwelling or Improvement constructed on the Lot.

1.17 Majority shall mean and refer to those Eligible Votes of Owners totaling more than fifty (50%) percent of the total eligible number.

1.18 Mortgage shall mean and refer exclusively to either a first priority mortgage or first priority deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.

1.19 Mortgagee shall mean and refer exclusively to a mortgagee or a beneficiary under a first priority Mortgage on any Lot, but shall not mean or refer to a seller under an executory contract of sale.

1.20 Official Records shall mean and refer to the records of documents that have been recorded in the Office of the Recorder of Tooele County, Utah.

1.21 Out-Building shall mean any structure including extra garage, storage building, shop building, barn or similar structure not attached to the residential Dwelling. Such structures must be permanent and located not less than thirty feet (30') feet from the residential Dwelling.

1.22 Owner shall mean and refer to the Person who is the owner of record (in the Official Records) of a fee or an undivided fee interest in a Lot, including but not limited to both the seller and buyer under an executory sales contract. The term Owner does not mean or include a mortgagee or a beneficiary or trustee under a Mortgage, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.23 Permitted Improvements shall mean any Improvements installed, constructed, maintained, or allowed to stand on the Property in conformity with this Declaration.

1.24 Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

1.25 Plat shall mean and refer to the final subdivision plat of Lake Point Heights Subdivision, on file and of record in the Official Records, as they may be amended from time to time. The Plat will show the location of the Lots.

1.26 Project shall mean and refer to only those 21 Lots as identified on the Plat. The terms Project and Subdivision are used interchangeably in this Declaration with the same meaning and intent.

1.27 Property shall mean that certain real property described on Exhibit "A" attached hereto, together with all Dwellings, Improvements and appurtenances subjected to the terms of this Declaration.

1.28 State shall mean the State of Utah.

1.29 Subdivision shall mean and refer to only those 21 Lots as identified on the Plat. The terms Subdivision and Project are used interchangeably in this Declaration, with the same meaning and intent.

1.30 Water Declaration shall mean that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATER CONSERVATION AT LAKE POINT HEIGHTS recorded on October 22<sup>nd</sup>, 2020, at Entry No. 524894 in the Official Records against the Property, which governs how water may be used upon the Lots, including the implementation of certain water conservation measures to prevent wasting water and the promotion of water conservation and including the requirement for approval of Landscape Plans (as defined therein).

## ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property Subject to this Declaration. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including

without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other Person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant or by any Owner. Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of the subdivision improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of the County. The Project is not a cooperative.

2.02 Reservation to Declarant. There is hereby reserved unto Declarant, its employees, agents, successors and assigns such easements and rights of ingress and egress over, across, through and under the Property and any Improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant, its employees, agents and successors (in a manner not inconsistent with the provisions of this Declaration) to do all things reasonably necessary and proper for the construction, completion, development and sale of the Project. If pursuant to this reservation, the Property or any portion thereof (including any Lot) or any improvement thereon, is traversed or partially occupied by a permanent Improvement or utility line constructed or installed by Declarant, a perpetual easement for such Improvement or utility line shall exist. Each Owner, by acceptance of a deed or other document of conveyance to a Lot, does hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt the quiet enjoyment of the Lot until all Improvements within the Project are complete. Each Owner does further hereby waive any right to object to such construction activities. Declarant's construction activities shall not be considered a violation of the use restrictions contained herein.

2.03 Subject to Taxes, Instruments of Record. The Property that is subject to this Declaration is subject to all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities, all patent reservations and exclusions, all instruments of records which affect the Property or any portion thereof, including without limitation any mortgage or deed of trust, all visible easements and rights-of-way, and all easements and rights-of-way record, including without limitation, the easements, restrictions and rights-of-way identified on the Plat and all notes and disclosures of any nature included on the Plat.

### ARTICLE 3 EASEMENTS

3.01 Reservation of Easements. Easements affecting the Lots within the Subdivision are reserved as shown on the Plat for utility installation and maintenance, drainage, and other purposes as designated on the Plat. Without limiting in any manner the general reservation of easements as stated in the preceding sentence, all of the Lots within the Subdivision are subject to a non-exclusive, perpetual easement area, which extends from perimeter boundary line of such Lot and varies in width, as depicted in detail on the Plat, for the following purposes:

(a) Utilities and drainage improvements. The installation, maintenance, repair and replacement from time to time of public utility and drainage improvements; and

3.02 Rights of Access. Each Owner shall have the right to the horizontal, vertical and lateral support of such Owner's Lot.

3.03 Locations of Facilities Easements. In addition to the PUDEs shown on the Plat and during the Administrative Control Period, the Declarant hereby reserves to itself a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities within suitable locations for such facilities (the "**Locations of Facilities**") within the Project. Declarant further reserves a right of access to the Locations of Facilities in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner or Mortgagee. Each Owner agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to Declarant, and any assignee of its rights hereunder.

3.04 Easements; Drainage; Support, Maintenance and Repair. There are hereby reserved by Declarant, and the Owners are hereby granted, the following easements and rights of way:

(a) Maintenance. A non-exclusive easement over, across, through, above and under the Lots for the operation, maintenance and regulation of the amenities, facilities, and any utilities servicing any part of the Project; and

(b) Drainage. In addition to the PUDEs identified on the Plat, a reciprocal easement on, over, under, through and across all Lots for the drainage of surface waters on, over, under, through and across the Project. The Declarant shall establish a storm drainage system designed to serve the entire Project (the "**Master Sub Drain and Storm Drain System**"). No Owner shall interfere with the Master Sub Drain and Storm Drain System established by the Declarant or its successors or assigns. Each Owner shall be responsible to use such Owner's Lot in a manner consistent with the Master Sub Drain and Storm Drain System and the Notices to Purchasers contained on the Plat, and so as not to detract therefrom or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of Declarant during the Administrative Control Period.

Jerry Houghton, Tooele County County Recorder

For purposes of this Section, the term “**Established Drainage Pattern**” is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to a home purchaser by the Declarant, its successor or assign. The cost of all improvements, maintenance, repairs and replacements of the Master Sub Drain or Storm Drain System located within the boundaries of any Lot shall be the responsibility of the Owner.

#### **ARTICLE 4 COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO ALL PROPERTY**

4.01 Description of Improvements. The significant Improvements in the Project include, or shall include, the 21 Lots as identified on the Plat, and the Improvements constructed on the Lots.

4.02 Description and Legal Status of the Property. The Lots shall be owned by the Owners.

4.03 Conveyancing. Any deed, lease, Mortgage or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows: “All of Lot No. \_\_\_\_\_, LAKE POINT HEIGHTS SUBDIVISION, according to the official plat thereof recorded in the Office of the Recorder of Tooele County, Utah (as said Plat may have heretofore been amended or supplemented), in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE POINT HEIGHTS SUBDIVISION, recorded in the Office of the Recorder of Tooele County, Utah (as said Declaration may have heretofore been amended or supplemented), and in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATER CONSERVATION AT LAKE POINT HEIGHTS (as said Water Declaration may have heretofore been amended or supplemented).” Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration and the Water Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot and shall run with the Lots.

4.04 Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of such Owner’s Lot as set forth herein, subject, however, to the following:

(a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of such Owner’s respective Lot. There are no requirements concerning who may own a Lot, it being intended that the Lots may and shall be owned as any other real property by Persons. The Project is a residential community, and as such the Lots shall be used only and exclusively for residential purposes, except as set forth below.

(b) Governing Regulations. The lawfully enacted zoning regulations of the County and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Subdivision, and no Lot may be occupied in a



manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

(c) No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines and other Permitted Improvements.

(d) County Requirements and Permits. In addition to the covenants, conditions and restrictions set forth in this Declaration and the Water Declaration, the County may have additional requirements and/or permits pertaining to any alterations by an Owner to any Building, fencing, landscaped areas, utilities or other Improvements within the Project.

(e) Restrictions and Limitations of Use. The use of the Lots is subject to the following guidelines, limitations and restrictions:

(i) Parties Bound. The Plat and Declaration shall be binding upon all Owners and residents, their Family members and Guests.

(ii) Nuisance. It shall be the responsibility of each Owner and resident to prevent the creation or maintenance by such Owner or resident of a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes but is not limited to the following:

(A) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about a Lot;

(B) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;

(C) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

(D) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;

(E) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their Guests or invitees, particularly if the police or sheriff must be contacted to restore order;

(F) Maintaining any plants, animals, devices, items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other residents or their Guests; and

(G) Excessive noise or traffic in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.

(iii) Unsightly Work, Hobbies or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(iv) Subdivision of a Lot. No Lot shall be subdivided or partitioned.

(v) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting of graffiti, within the Project is prohibited. The term "firearms" includes, but is not limited to, all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(vi) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections and Prior Written Consent Required. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe lines of sight. Declarant may alter or remove any objects planted or placed in violation of this subparagraph.

(vii) Swamp Coolers or Evaporative Coolers. No Owner shall place upon any part of the Project or Lot any swamp cooler or evaporative cooler.

(viii) Plants. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown, or maintained within the Project.

(ix) Outdoor Clothes Washing and Drying. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes or linens.

(x) Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for signs that comply with the County sign regulations. The Declarant may erect a sign acceptable to the County at the entrance to the Subdivision announcing the availability of Lots and giving sales information.

(xi) Business Use. No commercial Business or Trade may be conducted on, in, or from any Lot unless: a) the existence or operation of the business activity

is not apparent or detectable by sight or sound from outside the Dwelling; b) the business activity conforms to all zoning requirements for the Project; c) the business activity does not involve door-to-door solicitation of residents of the Project; and d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project. Notwithstanding the above, the leasing of a residence shall not be considered a Trade or Business within the meaning of this subparagraph.

(xii) Towers, Satellite Receivers and Antennas. No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. Satellite receivers in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Lot Owner.

(xiii) Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Permitted Improvement or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance, and all pets must be restrained upon the Owner's Lot in a humane and sanitary manner. Enclosures, kennels, runs, and the leash areas (which shall be deemed to be Permitted Improvements) must be kept clean and sanitary. No pets may be kept in unreasonable numbers. No boarding of animals for hire shall be allowed within the Subdivision. Owners are required to be in control over their respective animals and pets in order to protect inhabitants of the Subdivision and other animals kept within the Subdivision. No dangerous animals will be allowed in the Subdivision. The Owner of each Lot shall make such Permitted Improvements as are necessary to assure that animals kept on such Owner's Lot do not trespass on other Lots. Pets must be on a leash at all times outside a Lot.

(xiv) Mailboxes. The initial mailbox must be the one approved and provided by the Declarant at the mail station within the Project.

(xv) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers. All equipment for the storage or disposal of waste or rubbish shall be kept in a clean and sanitary condition.

(xvi) Parking and Storage of Personal Property. All motorized vehicles, boats, trailers, campers and other similar personal property of an Owner shall be parked or stored within the Project only in such Owner's garage or behind a fence on a gravel or all-weather surface that shall be behind or in line with the front façade of the Dwelling on the Lot. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front, back or side yard portion of any Lot, except that regularly used passenger cars and light pickup trucks may be parked on

the driveway areas of a Lot. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles shall be parked or stored on any street or right of way within the Project, except for temporary parking that shall not exceed a period of twenty-four (24) consecutive hours.

4.05 Insurance. The Owner of each Lot within the Subdivision shall be responsible, at the sole cost and expense of such Owner, to obtain and maintain in effect at all times property insurance pertaining to such Owner's Lot and on the Dwelling and all Improvements located on such Owner's Lot insuring against all risks of direct physical damage and loss, including fire and extended coverage perils and also liability insurance in such amount as the Owner deems desirable and appropriate covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership and maintenance of such Owner's Lot, Dwelling and Improvements.

4.06 Liability of Owners and Residents for Damages. Any Owner or resident shall be liable to the other Owners or residents for damages to person or property in the Project caused by his or her negligence or willful misconduct.

4.07 External Energy Devices. No energy producing devices including, but not limited to, solar panels and generators of any kind, shall be constructed, installed or maintained on any Lot, except as follows:

(a) Heat pumps, air conditioning compressors, evaporative coolers, or similar appliances. Owners making use of such equipment shall take reasonable efforts to mitigate the sound of such equipment and to screen it from public view from the front of a Lot.

(b) The use of generators and other external energy producing devices shall be authorized on a temporary basis in the event and during the period of any emergency.

(c) Solar panels may be used to supplement or replace electricity usage within an Improvement, but such panels shall be reasonably screened or hidden from view from the front of a Lot. Roof installations visible from the front of the Lot shall be made to blend with the construction of the roof in color and materials as much as possible. Roof installations visible from the front of the Lot must be approved by the Architectural Control Committee at least thirty (30) days prior to commencement of construction. All solar panel must lay flat on the roof.

(d) Small wind devices will be acceptable.

4.08 Landscape Plan Review/Landscaping Standard of Care. Before commencing the installation of any landscaping on a Lot, the Owner of such Lot must submit a "**Landscape Plan**" (as defined in the Water Declaration) to Oquirrh Mountain Water Company, a private mutual water company ("**OMWC**") for review of the Landscape plan (as provided in the Water Declaration). In addition, a Landscape Plan must also be submitted to the Architectural Control Committee for approval of such Landscape Plan. No approval by the Architectural Control Committee shall be granted without evidence provided by the Owner of submission of the Landscape Plan to OMWC. The Owner of each Lot must submit to the Architectural Control Committee and OMWC for

approval such proposed Landscape Plan within six (6) months after the Owner of such Lot begins to occupy the residence constructed on such Lot, and the Owner of such Lot must complete and install the landscaping pursuant to the Landscape Plan approved by the Architectural Control Committee within twelve (12) months following the date on which the Owner of such Lot begins to occupy the residence constructed on such Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by Declarant. In addition to those provided in the Water Declaration, during the Administrative Control Period the Declarant may establish specific guidelines and restrictions on landscaping. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced within six (6) months. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed. Each Owner shall install yard landscaping on the Owner's respective Lot within the timeframes identified in this Section 4.08.

(a) Front Yard. Front yard landscaping shall be substantially completed within twelve (12) months after issuance of the certificate of occupancy for the Improvements. Front yard landscaping shall include the Drainage Swale in front of each Lot. Vegetable gardens are prohibited in any front yard landscaping.

(b) Driveways. Each Owner shall install concrete or asphalt paving on all driveways from the Subdivision roads into each Lot and up to the garage or other building structure so as to eliminate carryover of mud and other debris onto Subdivision roadways from said Lot. Each driveway access from the public roads to the Lot will incorporate a culvert in the Drainage Swale of a minimum size of eighteen inch (18") diameter reinforced concrete pipe with a concrete flared end section on the inlet end of the pipe.

(c) Backyard. Each Owner shall install backyard landscaping within three (3) years of the date of issuance of certificate of occupancy for the Improvements. Given the limited amount of water available to each Lot Owner pursuant to the terms of the Water Declaration, it shall not be necessary to landscape and plant the entire back yard beyond that which can be watered efficiently as provided in subsection (d) of this Section 4.08.

**(d) ALL LANDSCAPING MUST COMPLY WITH THE WATER DECLARATION, WHICH MANDATES NO MORE THAN FIVE THOUSAND (5,000) SQUARE FEET OF TURF OR SOD.**

4.09 Fencing. Fencing shall be permitted on any Lot subject to and in accordance with applicable County ordinances and must be decorative and private in nature. Three to four rail vinyl fencing is considered to meet requirements. – Solid fencing shall be limited to enclosing the backyard. No fencing may be installed within the front yard setback (as identified on the Plat). Fencing material shall be limited to brick, stone, decorative concrete or vinyl. Vinyl fencing shall be of a neutral or white color. Wood, chain-link and field fencing on a post may be appropriate for back lot improvements but must be approved by the Architectural Control Committee at least thirty (30) days prior to commencement of construction. A kennel or dog run may be constructed of chain-link. No kennel or dog run may be maintained closer than twenty-five (25) feet to any Dwelling, and such kennel or dog run shall be fully enclosed within a backyard fence.

4.10 Architectural Requirements. Except as authorized by the Architectural Control Committee, the Owner of a Lot will maintain the Building and Improvements on such Lot in substantially the same condition and appearance as existed at the time of the initial occupancy by the initial purchaser of such Lot.

(a) Architectural Control Committee. All site plans, Building plans, fencing plans, RV pad plans, patio plans, Landscape Plans, and all other plans for the construction nor installation of an exterior Improvements of any nature on a Lot (the "Plans") must first be submitted to the Architectural Control Committee for approval prior to submitting the Plans to the County for any required permit and prior to commencing the construction and/or installation of the structures, Building, fencing, RV pad, patio, landscaping or other Improvements shown on the Plans. The Architectural Control Committee will approve or deny Plans based on size, design, color elements and other criteria in order to maintain the architectural integrity of the Subdivision.

The Plans shall be emailed to the Architectural Control Committee using the following email address:

slchoa@drhorton.com

As provided for in the Water Declaration, Landscape Plans also shall be emailed to Oquirrh Mountain Water Company using the following email address:

landscapeplans@omwc.us

(b) Size of Homes. Rambler/ranch style homes shall have a minimum of one thousand five hundred (1,500) square feet on the main level. Two story homes shall have no less than eight hundred (800) square feet on the main level and not less than six hundred (600) square feet on the second level, in all cases a two story home shall have a minimum square footage requirement of one thousand five hundred (1,500) square feet. Multi-level homes must have a minimum of one thousand eight hundred (1,800) square feet of above grade living space. Each dwelling shall have no less than a two (2) car garage.

(c) Exterior Requirement. No structure shall be built with less than one hundred percent (100%) of all the faces of the structure of brick, stone, stucco, fiber cement board, or masonry products. All structures shall be built with at least two (2) of the permitted materials.

(d) Roof Designs. Roof pitches must be within a range of 4/12 to a 12/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. tile, aluminum or copper shingle or continuous metal. Mansard, fake mansard, "A frame", gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjacent roof color. The maximum height of any Improvement shall be as provided in the County code.

(e) Windows. No mirrored or reflective glass shall be used. Following occupancy, window coverings shall be installed on the interior of each front or side yard facing window with neutral linings. Sheets or other temporary window coverings shall only be permitted for two months after moving into the home. Reflective window coverings are prohibited.

(f) Out-Building. Out Buildings, such as garages, storage building, private shop building or similar structure, shall be similar in construction to the residential home building but can be constructed of frame, free standing metal, pole barn or other similar construction with suitable exterior faces. All structures must be permanent and built with the other requirements contained within this Declaration and may not be closer than thirty feet (30') from the residential Dwelling. All out Buildings must be approved by the Architectural Control Committee.

(g) No Used or Temporary Structures. No previously erected, used or temporary structure, mobile home, trailer house or any other non-permanent structure may be installed or maintained on any Lot. No metal storage Building or metal storage shed shall be permitted on a Lot, unless approved in writing by the Architectural Control Committee, and further provided that such storage Building or shed is fully enclosed by fencing as set forth herein and not readily visible from the street in the front of the Lot.

## ARTICLE 5 MAINTENANCE OBLIGATIONS

5.01 Operation and Maintenance. The Lots shall be maintained by the Owners as follows:

(a) Area of Personal Responsibility. Each Owner shall maintain, repair and replace all portions of such Owner's Lot, the Dwelling on such Owner's Lot, all Improvements located on such Owner's Lot.

(b) Main Utility Supply Lines. All main utility supply lines for the Subdivision run underground within or down one or both sides of the roads or within the PUDEs. Water, power, natural gas and internet underground routing from the main supply corridor into each home will vary on locations. **It is the responsibility of each Lot Owner to locate all underground infrastructure prior to digging, planting, boring or other ground work.**

(c) Drainage Swales and Retention Ponds. Any drainage facilities required by the County for drainage of a Lot, including the Drainage Swale and Retention Pond(s) and interconnecting piping, shall be constructed by the Declarant, at its sole cost and expense, in connection with the development of the Subdivision. As provided for in the Notice to Purchasers on the Plat, each Owner of a Lot shall be obligated not to fill-in, block, regrade or in any way decrease the capacity of the Drainage Swales or Retention Ponds that are constructed within the PUDE's as shown on the Plat. All drainage Swales which are crossed by driveways or other hard surfaces must be piped at the Owner's expense with an eighteen-inch (18") reinforced concrete pipe with a concrete flared end section on the inlet

end of the pipe. Except for driveways, Owners shall not pipe or otherwise bridge the Drainage Swales. Each Owner of a Lot shall be obligated to maintain any Drainage Swales, drainage basins, Retention Ponds, culverts under the driveway, and interconnecting pipelines located upon such Lot to protect the integrity and intended purpose for water runoff. This includes weed control, swale and basin depth, unobstructed water flow, Building restrictions, approved landscaping materials and any other County ordinance requirements.

(d) Fire Hydrants. Each Owner of a Lot shall maintain the immediate areas surrounding fire hydrants in accordance with the International Fire Code (IFC) of 2012. This includes weed control and unobstructed access surrounding the hydrant and the underground valve access of a minimum three feet (3') surrounding said installation.

(e) Water Supply. Indoor and outdoor water supply is provided by OMWC. Each Owner is required to comply with the terms of the Water Declaration and with OMWC's rules and regulations, as revised from time to time. Notwithstanding the foregoing, a Lot Owner may develop, own and maintain such Owner's own well on a Lot for purposes of providing additional water for the Lot, pursuant to the Lot Owner's own appropriated or other water right secured independently through the Utah Division of Water Rights. Any such well shall be owned, maintained, repaired and replaced by the Lot Owner at such Owner's sole cost and expense.

(f) Snow and Ice Accumulations. Each Owner shall be responsible to clear ice and snow accumulations from all locations on such Owner's Lot, including but not limited to all driveways and walkways and also from all public sidewalks appurtenant to such Owner's Lot.

(g) Garbage Removal. Each Owner shall be responsible to remove all garbage, debris and refuse from his Lot and deposit it in an approved trash container. Trash containers shall be kept out of sight and inside the garage, except on days when the trash is collected within the Project.

(h) Standard of Care/General. The Property shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards. Aesthetic considerations alone, and matters of taste, are sufficient to enjoin a violation of this Declaration.

(i) Neglect. If Declarant determines, during the Administrative Control Period, that any Owner has failed or refused to discharge properly his obligation with regard to the installation, maintenance, repair, or replacement of items for which he is responsible hereunder, then Declarant may, but is not obligated to, provide such installation, maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

(i) Reimbursement. Such costs as are incurred by Declarant in the performance of an item that is the responsibility of the Owner shall be reimbursed by the Owner to Declarant immediately upon written demand for such



reimbursement delivered by Declarant to such Owner, and such reimbursement obligation of the Owner shall be secured by a lien against such Owner's Lot regardless of whether a notice of lien is filed.

(ii) Notice of Intent to Repair. Except in an emergency situation, Declarant shall give the Owner written notice of Declarant's intent to provide necessary maintenance, repair, or replacement at such Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by Declarant. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and thereafter complete such replacement or repair in a prompt manner.

(iii) Emergency Situation. If Declarant determines that an emergency situation exists, then notice to the Owner and an opportunity to cure the default is not necessary.

(iv) Optional Repairs. Declarant may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

(v) Right of Entry. Declarant or its agents or employees shall have a right to enter upon or into any Lot as necessary to perform such work and shall not be liable for trespass for such entry or work.

The provisions of this Section 5.01 shall not apply to Lots owned by a builder or by Declarant, which is used for open space or is otherwise in a predevelopment status.

5.02 Repair Following Damage. 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 Declarant during the Administrative Control Period.

## ARTICLE 6 CONSTRUCTION COVENANTS

6.01 Introduction. Notwithstanding any other provisions in this Article 6 or in any other provisions of this Declaration to the contrary, none of the provisions or restrictions set forth in this Article 6 shall pertain to or be binding upon Declarant. In order to minimize the disturbance of the Property within the Subdivision during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Lot. The 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 shall be liable.

6.02 Construction Debris Removal. The builder must comply with the ordinances of the County requiring the placement and maintenance of a trash container or dumpster on the Lot. The

builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot, the Property, or anywhere within the Subdivision.

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

6.04 Sanitary Facilities. The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the County and must be removed from the site at such time as the permanent plumbing system is operational.

6.05 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working or on the street in front of such Lot and shall not use or park on any other Lot or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

6.06 Removal of Mud. The builder is responsible for cleaning up and removing mud from the construction site that is deposited on the roadways within the Subdivision.

6.07 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to the site prior to the issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of six (6) months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

6.08 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to any Property within the Subdivision caused by or incidental to such Owner's construction, including without limitation any cracked or broken sidewalks.

## ARTICLE 7 GENERAL PROVISIONS

The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

7.01 Meeting of the Owners. Any Owner can request a meeting of the Owners to discuss violations by one or more Owners within the Subdivision of this Declaration and to discuss possible efforts by the Owners within the Subdivision to enforce the terms of this Declaration. The

notice of the meeting shall state the date, time and place of such meeting and shall be given not less than seven (7) and not more than fifteen (15) days prior to the meeting. The presence in person or by proxy of at least twenty-five percent (25%) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners' meeting.

7.02 Consent in Lieu of Vote. In any case in which this Declaration requires the vote of the Owners for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners who collectively hold the required percentages, subject to the following conditions:

(a) Time Limit. All necessary consents must be obtained prior to the expiration of ninety (90) days from the time the first written consent is obtained; and

(b) Change in Ownership. Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purposes.

7.03 Amendment.

(a) By Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners shall be required and shall be sufficient to amend the Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by a Majority of the Owners.

(b) By Declarant. Until the expiration of the Administrative Control Period, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project.

7.04 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

7.05 Remedies.

(a) Equitable Relief. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (during the Administrative Control Period) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Remedies are not Limited. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available under this Declaration are to be construed as being in addition to all other remedies available at law.

(c) Remedies are Cumulative. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) No Waiver. The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

#### 7.06 Pre-Litigation Requirements.

(a) Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that Owner is purchasing or any aspect of the Project, all prior to each such Owner purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot and the Project are in at the time of purchase, each Owner acknowledges and agrees that it would be inequitable to later seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Owners (by purchasing a Lot) acknowledge and agree that each takes ownership and possession of the Lots "AS IS", with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability.

(b) Notice of Claim and Opportunity to Cure (Applicable to All Owners). All claims and disputes of any kind that any Owner may have involving the Declarant or any its agents, employees, executing officers, managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot, Dwelling or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the

right to cure period provided for in this Section shall immediately apply again, and any pending action or proceedings shall be stayed during the 150-day period. For purposes of clarity, this Section and the requirements set forth herein shall not apply to any actions or legal proceedings filed by individual Owners relating solely to their own Lots. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners.

7.07 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

7.08 Limited Liability. Neither the Declarant nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

7.09 Term of Declaration. The term of this Declaration shall be perpetual.

7.10 Mortgagee Not Bound. No amendment to this Declaration will be binding upon the holder of any mortgage or trust deed on any Lot which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment.

7.11 Constructive Notice. Every Person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Lot, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Lot.

7.12 Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

7.13 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. ~~Section headings are inserted for convenience only and shall not be considered in the interpretation~~ of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

7.14 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use, except as specifically shown on the Plat.

7.15 Assignment of Declarant's Rights. Any or all of the rights and obligations of Declarant arising under this Declaration may be assigned and transferred to other persons or

entities, from time to time, in Declarant's sole discretion. Any such transfer and assignment by Declarant shall be evidenced by a written assignment document executed by Declarant and the assignee of Declarant's rights and obligations hereunder, which written assignment document must be recorded in the Official Records.

EXECUTED the day and year first above written.

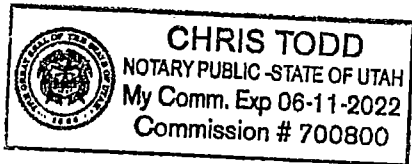
**DECLARANT:**

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

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

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by Christopher F. Robinson, in his capacity as the Manager of SADDLEBACK PASTURES, L.C., a Utah limited liability company.



Chris Todd  
NOTARY PUBLIC

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**LAKE POINT HEIGHTS SUBDIVISION**

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**Legal Description Of The Property**

A parcel of land located in the Southeast Quarter of Section 10 and the Southwest Quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, more particularly described as:

Beginning at the intersection of the south line of Lake Point Vistas Plat 2 as recorded in the Office of the Tooele County Recorder as Entry No. 497659 and the West Section Line of Section 11, Township 2 South, Range 4 West, Salt Lake Meridian, said point lies South 00°11'20" West along said section line 1,327.94 feet from the West Quarter Corner of said Section 11, (basis of bearing being S 00°11'20" W between the West Quarter Corner and the Southwest Corner of Section 11, T2S, R4W, SLB&M), and running thence South 89°31'58" East along said south line of said Plat 2 1,324.51 feet to the southeast corner of said Plat 2; thence South 00°12'01" West 94.78 feet to the northwesterly right-of-way line of the Oregon Short Line Railroad, approved November 5th, 1903, Serial File No. 36; thence South 53°59'08" West along said right-of-way 1,641.39 feet to said West Section Line; thence North 00°11'20" East along said West Section Line 479.68 feet; thence northwesterly along the arc of a 958.00 foot radius non-tangent curve to the left, through a central angle of 02°36'04" a distance of 43.49 feet (chord bearing N 74°46'27" W, chord length 43.49'); thence North 00°11'20" East 355.02 feet; thence northwesterly along the arc of a 15.00 foot radius tangent curve to the left, through a central angle of 89°43'16" a distance of 23.49 feet (chord bearing N 44°40'20" W, chord length 21.16'); thence North 00°02'59" East 60.00 feet; thence northeasterly along the arc of a 15.00 foot non-tangent curve to the left, through a central angle of 90°16'42" a distance of 23.63 feet (chord bearing N 45°19'41" E, chord length 21.26'); thence North 00°11'20" East 134.61 feet to the south line of Lake Point Estates Phase 2, Lot 211 as recorded in said office as Entry No. 293407, said line also being the extension of said south line of said Lake Point Vistas Plat 2; thence South 89°58'12" East along said south line of said Lot 211 and said south line of said Lake Point Vistas Plat 2 42.00 feet to the point of beginning.

Containing 797,403 square feet or 18.306 acres.

Tooele County Tax Parcel Nos. 05-029-0-0050 and 05-028-0-0059