

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
LAKESIDE AT SARATOGA SPRINGS**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 10th day of May, 2006, by WARDLEY/WDF-AY, L.L.C., a Delaware limited liability company, hereinafter referred to as "DECLARANT."

**RECITALS:**

A. Declarant owns a certain parcel of real property in Utah County, Utah, more particularly described hereafter, which is situated in the Saratoga Springs Subdivision No. 1. As such, this subject property is subject to, and governed by, the provisions of a Master Declaration of Covenants, Conditions and Restrictions, and all amendments thereto (the "Master Declaration"), more fully described hereafter.

B. Declarant, as is permitted by the Master Declaration, desires to adopt supplemental covenants, conditions and restrictions to govern provisions and circumstances unique to the Project which is the subject of this Supplemental Declaration, for operation and maintenance of a clubhouse, swimming pool, spa, and for costs of yard maintenance for homes and common areas, snow removal and the like, which are unique to the ownership of this Project.

C. Declarant desires, by recording this Supplemental Declaration, to submit all of Declarant's property to the terms of this Supplemental Declaration and to provide for establishment of an incorporated homeowner's association to hold title to, and otherwise to contract for use of, common properties and improvements unique to, and for the benefit of the owners of, the entire parcel.

D. Declarant intends to provide that the individual lots located within the Project, together with the undivided ownership interest in the Association Areas and

Facilities as defined herein, and such other properties described in and covered by the Master Declaration added to the Project pursuant to the provisions of this Supplemental Declaration, shall hereafter be subject to the covenants, restrictions, reservations, assessments, charges and liens herein set forth, in addition to the provisions under the Master Declaration.

NOW, THEREFORE, Declarant hereby declares that certain parcel of real property described in Article II, below, shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purposes of protecting the value and desirability of the subject property and which shall be construed as covenants of equitable servitude and shall run with the subject property and be binding on all parties having any rights, title or interest in that subject property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

When used in this Supplemental Declaration, including the recitals hereto, the following terms shall have the meaning indicated:

**1.1 Association:** Lakeside at Saratoga Springs Homeowners, Inc., a Utah Non-Profit Corporation, formed for management of the Project and more fully described in Article IV, below.

**1.2 Association Areas and Facilities.** The Association Areas and Facilities, which are unique to the Project, owned by the association, and which are specifically covered by the provisions of this Supplemental Declaration, are:

- a. Grass and lawn areas, specifically designated public parking areas, if any;
- b. A club house, swimming pool, spa and all other Association Areas and Facilities designated as such on the Map;

- c. All Limited Association Areas and Facilities; and
- d. Any other future interests in common areas pursuant to the terms of this Supplemental Declaration.
- e. Such other amenities or facilities added by subsequent amendment to this Declaration.

**1.3 Declarant:** Wardley/WDF-AY, L.L.C., a Delaware limited liability company, and its successors-in-interest and specific assignees-in-interest to rights and obligations under this Supplemental Declaration.

**1.4 Limited Association Areas and Facilities.** Those Association Areas and Facilities, if any, designated herein or on the Map as reserved for the use of a certain lot or lots to the exclusion of the other lots.

**1.5 Lot:** Each individual lot within the Project, as shown on the Map, which lot may or may not be improved and which may or may not include improvements of the type designated on the Map and/or authorized by Utah County, Utah.

**1.6 Management Committee and Committee:** The Board of Directors of the Association, or a management committee specifically designated as such by the Board of Directors of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Supplemental Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

**1.7 Manager:** The person or entity designated by the Association to manage the Project.

**1.8 Map:** The official subdivision plat map, and all amendments thereto, filed with respect to the Project and recorded in the Official Records of the Utah County Recorder.

**1.9 Master Declaration:** The Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No. 1, recorded

February 19, 1997, as Entry No. 12514, in Book 4195, at Pages 1 through 41, of the records of the Utah County Recorder, together with all subsequently recorded amendments and supplements thereto.

**1.10 Mortgage:** Deed of Trust as well as a mortgage.

**1.11 Mortgagee:** Beneficiary or holder under Deed of Trust as well as a mortgage.

**1.12 Owner:** The record owner, whether one or more persons or entities of a lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**1.13 Person:** Legal entity as well as natural person.

**1.14 Project:** The planned unit development project constructed on the Subject Property and referred to herein as LAKESIDE AT SARATOGA SPRINGS.

**1.15 Subject Property:** The real property underlying the Project, described in Article II below, and all additions thereto pursuant to Article VII below.

**1.16 Supplemental Declaration:** This Supplemental Declaration of Covenants, Conditions and Restrictions of Lakeside at Saratoga Springs, and all amendments hereto.

## ARTICLE II

### GRANT AND SUBMISSION

Declarant hereby submits to the provisions of this Supplemental Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Utah County, Utah, and more fully described on Exhibit "A," attached hereto and by this reference is made a part hereof, plus such other property as may be added to the coverage hereof, pursuant to Article VIII below.

## ARTICLE III

## COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

**3.1 Name:** The Project, as submitted to the provisions of this Supplemental Declaration, shall be known as LAKESIDE AT SARATOGA SPRINGS.

**3.2 Subject to Master Declaration.** The Project, and all portions therein, continue to be subject to all of the covenants, conditions, restrictions, and easements set forth in the Master Declaration. If there arises any conflict between any provisions of this Supplemental Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**3.3 Description of Lots:** The Project consists of individual residential living houses or units within improvements on the Project, each lot being for the use of a single family residence. All improvements shall be constructed in a style and of compatible with the other improvements on the Project, subject to the provisions of the Master Declaration and the requirements of applicable governmental entities.

**3.4 Description of Lots.** The lots, their locations, and approximate dimensions are indicated on the Map.

**3.5 Lots and Membership in Association Inseparable:** The membership in the Association shall not be separable from the lot to which it appertains and, even though not specifically mentioned in the instrument of transfer or conveyance, such membership and such right of exclusive use shall automatically accompany the transfer and conveyance of the lot to which they relate.

**3.6 Voting - Common Expense:** Including the addition of additional lots pursuant to Article VIII below, each lot shall have one vote, which shall also represent a proportionate share of obligations to pay Association assessments. The Association shall be the record owner of all Association Areas and Facilities. At any meeting of Members, each Member shall be entitled to one vote for the Member's

ownership interest in a lot. The manner of accepting that single vote for each lot, which has more than one record owner, shall be as set forth in the Bylaws of the Association.

**3.7 Easements and Encroachments:** If any portion of the Association Areas and Facilities or any fences or walls adjacent to a lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, such easements and encroachments provided in the Master Declaration shall continue.

**3.8 Amendments:** In addition to the amendment procedure provided by law and elsewhere in this Supplemental Declaration, the lot owners shall have the right to amend this Supplemental Declaration upon the approval and consent of three-fourths (3/4) of the lots in the Project and, until the sale from Declarant of lots having ownership of all of the Association Areas and Facilities, with the written consent of Declarant, which consents and approvals shall be by duly executed and recorded instruments.

#### ARTICLE IV

##### LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC.

**4.1 Owners Association:** The administration of the Project shall be governed by this Supplemental Declaration and the Articles of Incorporation and the By-Laws of the Association. An owner of a lot shall automatically become a member of the Association and shall remain a member for the period of his or her ownership.

**4.2 Association Management:** In addition to or in conjunction with the management provisions set forth in the Master Declaration, the Association shall conduct the general management, operation and maintenance of the Project and of the Association Areas and Facilities and the enforcement of the provisions of this

Supplemental Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

## ARTICLE V

### LIMITATION OF USE OF LOTS AND ASSOCIATION

#### AREAS AND FACILITIES

**5.1 Occupancy Limitation:** The Project is intended to constitute a community consisting of active adults. No more than a total of four (4) persons shall permanently reside in any residential home on a lot; provided, however, that this paragraph shall not prohibit the additional occupancy by guests or invitees of any Owner as long as they do not occupy the home for more than seven (7) consecutive days and for more than thirty (30) cumulative days in any year, and; provided, further, that such occupancy does not violate any rules of the Association or become a nuisance to the other owners within the Project

**5.2 Other Purposes:** Residential living purposes shall be confined to approved residential buildings within the Project, whether such lot contains a portion of a structure or a self-standing residence building. No lots within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph 5.2 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any lot owned by Declarant as a sales office, sales models, property management and development office or rental office, day care center, any amenity or facility for the Project, or any other home occupation permitted by law, or (b) any owner or the owner's duly authorized agent from renting or leasing the owner's residential building from time to time, subject to all of the provision of this Supplemental Declaration.

**5.3 Easements:** In addition to any easements of record on the Project, the Association shall be entitled to easements on all lots and other portions of the Project for drainage facilities and for installation, maintenance, placing, removal,

inspection, painting, repair and improvement of fences, utilities and Association Areas and Facilities, for necessary or emergency repairs, and for maintenance and care of lawns, trees, shrubbery up to the edge of all building constructed in the Project, and such easements shall exist whether or not they are specified on the recorded Map, and in accordance with paragraph 3.7 of Article III, above.

**5.4 Rules:** The Management Committee is authorized to adopt rules for the use of the Association Areas and Facilities and of the lots, which rules shall be in writing and furnished to the owners.

## ARTICLE VI

### INSURANCE

**6.1 Obtaining of Insurance Policies:** The Management Committee may obtain and maintain a policy or policies insuring the Management Committee, the officers and directors of the Association, the lot owners and the Manager against any liability resulting from claims by the public or by owners, and their invitees or tenants, incident to the ownership and/or use of the Association Areas and Facilities, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

**6.2 Other Insurance:** In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

## ARTICLE VII

### COMMON ASSESSMENTS



7.1 **Payment of Expenses:** Each owner (a "Member") shall pay to the Management Committee that owner's portion of the costs and expenses required and deemed necessary and which are located within and unique to the Project, including but not limited to: costs of maintenance, repair and operation of the clubhouse, swimming pool and spa; mowing, maintenance and watering of lawns, shrubs, trees and other landscaping; snow removal; common lighting, if any, unique to the Project and not otherwise paid for; and costs and expenses deemed necessary to manage, maintain and operate the Association Areas and Facilities, which may include, among other things, the cost of management, taxes, special assessments, fire, casualty and public liability insurance premiums, wages and charges, legal and accounting fees, water and sewer charges not separately metered or charged to lots, cost of electricity; expenses and liabilities incurred by the Management Committee under or by reason of the Master Declaration or of this Supplemental Declaration, the Articles of Incorporation or By-Laws of the Association; the payment of any deficit remaining from a previous period; the Association's share of any additional expenses imposed by trails, bird watching facilities and the like required by governmental entities; and the creation of a reasonable contingency or other reserve or surplus relating to this Project. All such payments payable pursuant to this Supplemental Declaration shall be in addition to all other separate payments required under the Master Declaration to be paid with respect to the ownership of a lot.

All terms of payment shall be determined by the Management Committee, in connection other payments charged pursuant to the Master Declaration. Such payments shall be made upon the terms, at the time, and in the manner provided without deduction of any off-sets or claims which the Member may have against the Committee, and if any Member shall fail to pay any installment within fifteen (15) days from the time when the same becomes due, the Member shall pay: (i) a late fee equal to the greater of \$25.00 or five percent (5%) of the delinquent installment; and (ii) interest on the unpaid

installment at the rate of one and one-half percent (1-1/2%) per month from the date when such installment shall become due to the date of the payment thereof, and all costs and expenses, including reasonable attorney's fees and lien costs and filing fees, incurred by the Management Committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

**7.2 Calculation of Assessments:** The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The Committee may include in the cash requirements, for any year, any liabilities or items of expense which accrued or became payable in the previous year or which might have been included in the cash requirements, for a previous year, but were not included therein, and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Supplemental Declaration such excess may, upon written consent of all Members, be applied against and reduce the subsequent year's assessment or be refunded to the Members. The preceding sentence shall automatically be repealed upon the revocation of Revenue Ruling 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a court of competent appellate jurisdiction declaring such Revenue Ruling invalid or upon amendment of the Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund the same in order that such excess be excluded from gross income of the Association.

Notwithstanding any other provision herein to the contrary, assessments and any other charges shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Association Areas and Facilities that must be

replaced on a periodic basis and are payable in regular installments rather than by special assessments.

**7.3 Determination of Amounts:** The pro-rata portion payable by the Member in and for each year or portion of year shall be the ratio, a sum within limits and on conditions hereinabove provided, calculated by dividing the aggregate amount of such cash requirements for such year, or portion of year, by that percentage which the Member's lot bears to all assessable lots in the Project. All such assessments, together with the additional sums accruing under this Supplemental Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

**7.4 Unimproved Lots:** It is the express intention of this Supplemental Declaration, and this Supplemental Declaration shall be so construed, that the entire pro-rata assessments payable to the Management Committee herein shall be made only to the extent so as to allow occupancy of such lots. Accordingly, notwithstanding any other provisions of this Supplemental Declaration, the Management Committee shall have discretionary powers to assess amounts less than the entire pro-rata assessments, or no assessments, specified above with respect to any lot on which habitable improvements have not been completed on such lot. In no event shall any non-improved lot owned by the Declarant be subject to assessment hereunder.

**7.5 Powers of Management Committee:** The Management Committee shall have:

- a. All actual and discretionary powers set forth in this Supplemental Declaration and in the Articles of Incorporation and By-Laws of the Association;
- b. Full discretionary power to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements

of the Management Committee to be paid as aforesaid by the owners under this Supplemental Declaration; and

c. Full right to enforce all provisions of this Supplemental Declaration and of the Articles of Incorporation, By-Laws and Rules of the Association and to seek any or all available legal and equitable remedies by through any court of competent jurisdiction.

Every such reasonable determination by the Committee within the bounds of this Supplemental Declaration shall be final and conclusive as to the owners, and any expenditures made by the Committee within the bounds of this Supplemental Declaration shall be deemed to be for the benefit of the owners and necessary and properly made for such purpose.

**7.6 Application of Lease Payments:** If any owner shall, at any time, let or sublet any lot and shall default for a period of one (1) month in payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of such owner occupying the lot, the rent due or becoming due up to the amount of such assessment payable, together with all penalties provided herein. Such payment of rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and such owner to the extent of the amount so paid.

**7.7 Collection of Assessments:** The Declarant, or its designate, may require the pre-payment of three (3) months' of Association assessment payments to be made at the time of closing of the initial purchase of a lot. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any lot plus interest at

one and one-half percent (1-1/2%) per month and the costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment. Said lien for non-payment of assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- a. Tax and special assessment liens on the lot in favor of any assessment authority, or special district; and
- b. Encumbrances on the owner's lot, and such owner's membership in the Association, recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any lot in the Project hereunder shall be conclusive upon the Management Committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a lot upon request at a reasonable fee, not to exceed Fifty Dollars (\$50.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days from the date of the request, all unpaid Association assessments which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the lot may pay any unpaid assessments payable with respect to such lot and upon such payment such encumbrancer shall have a lien on such lot for the amounts paid of the same priority as the lien of its encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof the Management Committee shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a

bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure of sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of such a lien foreclosure by the Association, the owner shall be required to pay a reasonable rental and the Association fees for the lot from the date the foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental and all Association fees without regard to the value of the mortgaged security. In any foreclosure or sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Management Committee or Manager shall have the power to bid on the lot at foreclosure or other sale and to hold, lease, mortgage and convey the lot.

## ARTICLE VIII

### EXPANDABILITY OF PROJECT

**8.1 Addition to Project.** Subject to the limitations and requirements herein and of applicable provisions of law, the Declarant shall have the absolute right, but not the obligation, to be exercised no later than 10 years after recording of this Supplemental Declaration, to annex (solely for residential purposes and Association Areas and Facilities as herein provided for the Project) all or any portion of the land and improvements thereon contiguous to the Project (herein referred to as the "Additional Property") and thereby to submit to each and every one of the provisions of this Supplemental Declaration, including but not limited to the rights of use of, and the obligations relating to, all Association Areas and Facilities in the Project, as expanded. Subject to the limitations herein, the Declarant may (but is not obligated) without approval or consent of any lot owners, to annex any portion or all of the Additional

Property to the land and improvements constituting the Project. Any such expansion or annexation shall be accomplished by the recordation with the Utah County Recorder of an amendment to this Supplemental Declaration and the Map as required by the provisions of law. The Declarant shall have the sole option to determine, from time to time, which portions of the Additional Property shall be annexed as a portion of the Project, and such additions may be in separate parcels and separate annexations as determined by the Declarant. All such additional improvements shall be compatible with the improvements on the property originally within the Project. No other assurances are made, however, as to: the nature or location of any improvements which may be made upon the Additional Property; or the types, sizes and locations of any limited common areas within the Additional Property. All such determinations shall be at the sole discretion of the Declarant, except as otherwise provided by law or in this Supplemental Declaration.

**8.2 Addition of Association Memberships.** On the recordation of an amendment to this Supplemental Declaration and to the Map for the purposes of annexing the Additional Property to the Project, together with the improvements heretofore or hereafter constructed thereon, each lot owner by operation of law shall have one (1) membership vote in the Association and shall have the obligation to pay Association assessments in the proportion that the lot bears to the total lots in the Project.

**8.3 Declarant Requirements.** Notwithstanding any provision of this Supplemental Declaration to the contrary:

a. Liens arising in connection with the Declarant's ownership of, and construction of improvements upon, the Additional Property may not adversely affect the rights of existing lot owners, or the priority of first mortgages on lots in the existing Project. All taxes, assessments, mechanic's liens, and other charges affecting such property, covering any period prior to the addition of the property must be paid or otherwise satisfactorily provided for by the Declarant.

b. The developer will be required to purchase (at the developer's own expense) a liability insurance policy in an amount as may be required by any financing entity.

**8.4 Revised Definition of Project.** Whenever in this Supplemental Declaration or in any of the Exhibits hereto references are made to the Project, such reference shall mean and refer to the Project as the same may from time to time be expanded or amended pursuant to the operation of this article and to the exercise of the rights herein reserved to the Declarant.

**8.5 Limited Power of Attorney.** There is hereby reserved unto the Declarant an irrevocable power of attorney, coupled with an interest, for the purposes of reallocating the percentage interests and voting rights appurtenant to each of the lots in the Project according to the provisions of this Supplemental Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purpose of this Article. Each owner and each mortgagee of a lot in the Project shall be deemed to have acquiesced in the amendments to this Supplemental Declaration and in amendments to the Map for purposes of adding additional lots and Association Areas and Facilities to the Project in the manner set forth in this Article and shall be deemed to have granted unto the Declarant an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendments; and each such lot owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns to properly accomplish such amendments.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**9.1 Interpretation:** The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the



development and operation of the Project. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

**9.2 Severability:** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

**9.3 Counterparts:** This Supplemental Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**9.4 Governing Law and Jurisdiction:** Interpretation and enforcement of this Supplemental Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Utah County, Utah, or in the United States District Court for Utah.

**9.5 Default:** If any party governed by the terms of this Supplemental Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

**9.6 Paragraph Numbers and Headings:** Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

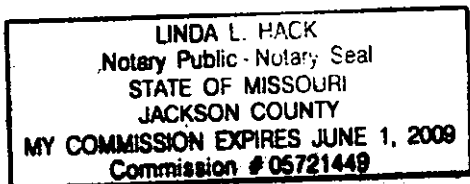
**9.7 Effective Date:** This Supplemental Declaration shall take effect upon recording.

**DECLARANT:**  
WARDLEY/WDF-AY, LLC,  
a Delaware limited liability company

By: WDF-AY, LLC,  
a Delaware limited liability company  
Its: Managing Member

By: WDF Saratoga, LLC,  
a Delaware limited liability company  
Its: Managing Member

By:   
Its: Assistant Manager



*Linda L. Hack*  
*May 10, 2006*

**SURVEYOR'S CERTIFICATE**

I, PATRICK M. HARRIS do hereby certify that I am a Registered Professional Land Surveyor, and that I hold certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat for the purpose of a plat amendment. I further certify that all lots have been correctly surveyed and staked on the ground.

**BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southwest Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 0°12'14" East 907.67 feet along the Section line and East 3029.30 feet from the Southwest Corner of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

- thence North 84°59'10" East 158.16 feet;
- thence South 21°32'32" East 73.31 feet;
- thence South 39°09'50" East 94.89 feet;
- thence South 44°24'38" East 220.22 feet;
- thence South 37°18'30" East 123.24 feet;
- thence South 26°05'56" East 129.28 feet;
- thence South 6°02'31" West 145.17 feet;
- thence South 19°25'13" West 312.76 feet;
- thence South 5°03'28" West 279.42 feet;
- thence South 8°44'48" East 320.65 feet to the east line of Shorewood Drive;

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- thence Northwesterly 528.76 feet along the arc of a 372.00-foot radius non-tangent curve to the right (center bears North 23°08'34" East and the long chord bears North 26°08'13" West 485.36 feet, through a central angle of 81°26'25"), along said east line;
- thence North 14°34'59" East 355.49 feet along said east line;
- thence Northwesterly 543.11 feet along the arc of a 528.00-foot radius tangent curve to the left (center bears North 75°25'01" West and the long chord bears North 14°53'05" West 519.48 feet, through a central angle of 58°56'08"), along said east line;
- thence North 44°21'09" West 157.41 feet along said east line;
- thence Northwesterly 96.48 feet along the arc of a 228.00-foot radius tangent curve to the left (center bears South 45°38'51" West and the long chord bears North 56°28'30" West 95.76 feet, through a central angle of 24°14'41"), along said east line;
- thence Northwesterly 22.10 feet along the arc of a 15.50-foot radius tangent curve to the right (center bears North 21°24'10" East and the long chord bears North 27°45'05" West 20.27 feet, through a central angle of 81°41'30"), along said east line to the east line of Centennial Boulevard;
- thence North 13°05'40" East 56.03 feet along said east line;
- thence Northerly 11.26 feet along the arc of a 628.00-foot radius tangent curve to the left (center bears North 76°54'20" West and the long chord bears North 12°34'50" East 11.26 feet, through a central angle of 1°01'39"), along said east line to the point of beginning.

Parcel contains: 265,054 square feet or 6.08 acres, 17 lots.

SEPT 8, 2005

Date

Patrick M. Harris  
License no. 286882

**OWNER'S DEDICATION**

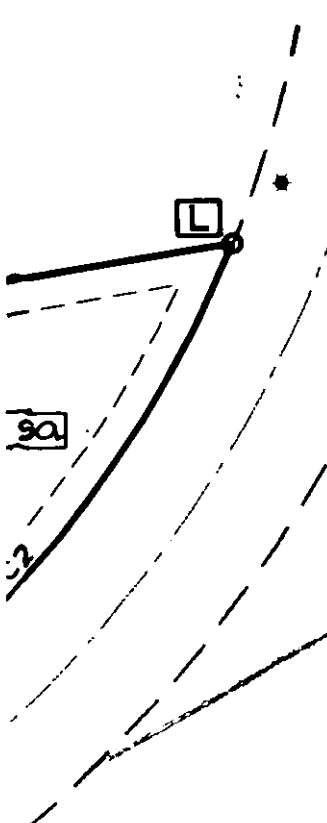
Know all men by these presents that we, all of the undersigned owners of all of the property described in the Surveyor's Certificate hereon and shown on this Map and subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into lots, private streets and easements and do hereby dedicate to the Lakeside at Saratoga Springs Homeowner's Association, Inc.; Utility easements are dedicated to the town of Saratoga Springs for utilities including natural gas, telephone, cable tv, water, sanitary sewer and drainage purposes. In witness hereof we have hereunto set our hands this 12<sup>th</sup> day of

September, A.D. 2005.

**ACCEPTANCE BY LEGISLATIVE BODY**

The town of Saratoga Springs, Utah County, state of Utah, approves this subdivision subject to the following conditions: The town hereby accepts the dedication of all

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SARATOGA  
SPRINGS  
DEVELOPMENT  
LLC

## SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Registered Professional Land Surveyor, and that I hold certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat for the purpose of a plat amendment and vacation. I further certify that all lots have been correctly surveyed and staked, on the ground.

### BOUNDARY DESCRIPTION

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A parcel of land, to be subdivided, situated in the Southeast Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the westerly line of Fairway Boulevard which is located North  $0^{\circ}12'14''$  East 686.83 feet along the Section line and South  $89^{\circ}47'46''$  East 3119.32 feet from the Southwest Corner of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South  $44^{\circ}21'09''$  East 78.54 feet along said westerly line of Fairway Boulevard;  
thence Southerly 485.51 feet along the arc of a 472.00-foot radius tangent curve to the right (center bears South  $45^{\circ}38'51''$  West and the long chord bears South  $14^{\circ}53'05''$  East 464.39 feet, through a central angle of  $58^{\circ}56'08''$ ), along said westerly line to and along the westerly line of Shorewood Drive;  
thence South  $14^{\circ}34'59''$  West 355.49 feet along said westerly line of Shorewood Drive;  
thence Southerly 315.31 feet along the arc of a 428.00-foot radius tangent curve to the left (center bears South  $75^{\circ}25'01''$  East and the long chord bears South  $6^{\circ}31'19''$  East 308.23 feet, through a central angle of  $42^{\circ}12'35''$ ), along said westerly line;  
thence South  $44^{\circ}54'07''$  West 76.09 feet;  
thence North  $50^{\circ}30'32''$  West 243.68 feet;  
thence North  $45^{\circ}11'21''$  West 803.41 feet;  
thence North  $54^{\circ}48'48''$  East 846.76 feet to the point of beginning.

Parcel contains: 550,672 square feet or 12.64 acres, 55 lots.

NOVEMBER 3, 2005

Date



Patrick M. Harris  
License no. 286882

### OWNER'S DEDICATION

Know all men by these presents that we, all of the undersigned owners of all of the property described in the Surveyor's Certificate hereon and shown on this Map and subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into lots, private streets, open space and easements and do hereby dedicate to the Lakeside at Saratoga Springs Homeowner's Association, Inc.; Utility easements are dedicated to the town of Saratoga Springs for utilities including natural gas, telephone, cable tv, water, sanitary sewer and drainage purposes. In witness hereof we have hereunto set our hands this 28<sup>th</sup> day of November, A.D. 2005.

