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**WARDLEY/WDF-AY, L.L.C.  
DESIGN GUIDELINES FOR LAKESIDE AT SARATOGA SPRINGS**

**ARTICLE 1  
PURPOSE**

ENT 60442:2006 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 May 16 3:14 pm FEE 87.00 BY SN  
RECORDED FOR SARATOGA SPRINGS CITY

These Design Guidelines for Lakeside at Saratoga Springs are supplemental to the Master Declaration and the Supplementary Declaration, defined below, to set forth design and construction within the Project. Nothing herein is intended, nor shall it be construed, to operate as any limitation or amendment to the Master Declaration and/or the Supplementary Declaration.

**ARTICLE 2  
DEFINITIONS**

Unless otherwise defined, the following words and phrases, when used in this Declaration, shall have the meanings set forth in this Article.

**2.1** “Architectural Control Committee” means the Architectural Control Committee defined in the Master Declaration.

**2.2** “Declarant” means Wardley/WDF-AY, L.L.C., and any person or entity to whom it may expressly assign any or all of its rights under this Declaration by an instrument recorded with the County Recorder of Utah County, Utah

**2.3** “Improvement” means any building, fence, wall or other structure or any swimming pool, road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

**2.4** “Lot” means each parcel of real property designated as a lot on the Plat and, where the context indicates or requires, shall include any residence, building, structure or other Improvements situated on the Lot.

**2.5** “Master Declaration” means 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 amendments and supplements thereto.

**2.6** “Owner” means the record owner of fee title to a Lot.

**2.7** “Plat” means the plat of Lakeside at Saratoga Springs recorded in the records of Utah County, Utah, as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, and all amendments, supplements and corrections thereto.

**2.8** **“Project”** means Lakeside at Saratoga Springs.

**2.9** **“Supplemental Declaration”** means the Supplemental Declaration of Covenants, Conditions and Restrictions of Lakeside at Saratoga Springs, recorded \_\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Pages \_\_ through \_\_\_\_\_, of the records of the Utah County Recorder, together with all amendments and supplements thereto.

### ARTICLE 3

#### USE RESTRICTIONS

**3.1** **Condition of Subdivision Improvements.** Each original builder, and any other person or entity making material improvements to a lot (jointly referred to herein as the “Builder”), is required to ensure that the sidewalk, curb, gutter and street adjacent to that the subject Lot (collectively, the “Subdivision Improvements”) are free of any defects caused by the Builder, or its agents, employees or subcontractors. From and after the date of this Declaration, each Builder shall be responsible, at such Builder’s sole cost and expense, for removing and replacing any broken, damaged or cracked concrete on the Subdivision Improvements located adjacent to that subject Lot , patching any concrete on the Subdivision Improvements located adjacent to such Lot , promptly removing any drips of concrete or any other materials or substances not present on the Subdivision Improvements located adjacent to such Lot immediately prior to the Builder’s commencement of the improvements and otherwise restoring the Subdivision Improvements to the condition they were in on the Date of this Declaration.

**3.2** **Builder’ Construction Activities.** With respect to each lot for which a Builder is making major improvements, that Builder shall be required , at its own expense, to the following:

3.2.1 Each Builder and its contractors, agents and employees shall keep the Subdivision Improvements adjacent to such Lot free from all dirt and debris during the course of any construction activity on the Lot; except, however, that such Builder and its contractors, agents and employees may place a dirt ramp over the adjoining sidewalk, during the course of any construction activity on the Lot, but shall promptly and completely remove said dirt ramp immediately upon completion of such construction activities; provided, however, only one dirt ramp shall be permitted on all corner Lots. Such Builder shall, at that Builder’s expense, repair any damage to the Subdivision Improvements, and clean up all dirt, debris and construction materials on such Lot and on the Subdivision Improvements resulting from the conduct of any construction activity on that Lot.

3.2.2 Each Builder shall require all trucks, backhoes and track hoes to use said dirt ramp to access the subject Lot and shall not permit said vehicles or any other vehicles to cross over the sidewalk and onto the Lot other than by using said dirt ramp.

3.2.3 Each Builder shall require all concrete trucks to conduct chute clean-out only on the subject Lot .

3.2.4 Each Builder and its contractors, agents and employees shall at all times during the course of any construction activity on the Lot provide a dumpster or dumpsters as required by applicable government entities. Each Builder or its contractors, agents and employees shall empty each said dumpster on a weekly basis.

3.2.5 Each Builder and its contractors, agents and employees shall daily police the Lot in order to keep trash and other debris from blowing onto any other lots, streets or sidewalks.

### **3.3 House Plans.**

3.3.1 Prior to submitting any house or construction plans to the City of Saratoga Springs, Utah (the "City") for approval, each Owner shall submit to the Architectural Control Committee for the Architectural Control Committee's approval, all plans and elevations of any structures and other improvements proposed to be constructed on the Lot, as required by the Master Declaration. In addition, unless required otherwise by the City or by the Master declaration:

3.3.1.1 Each Owner shall utilize only 25-year architectural quality asphalt roofing shingles or better on all buildings constructed on each Lot.

3.3.1.2 No Owner shall install any air conditioning equipment or evaporative or swamp coolers on the roof of any building on the Owner's Lot and the minimum roof-pitch shall be 6/12.

3.3.1.3 Cottage Style Homes built on lots that have a minimum lot size of approximately 6,000 square feet will be built utilizing the Cottage Style Elevations approved by the Urban Design Committee and City Council. Developer may add additional elevations that are consistent with the approved elevations, if the same are approved by the Urban Design Committee, the Planning Commission and the City Council. Each floor plan will have a minimum of three exterior styles that will vary in appearance, with a lap and shake Hardie Plank-type material siding (or its equivalent) and stucco. Minimum Square Footage will be 1,400 square feet finished, and all homes will have unfinished basements.

3.3.1.4 Estate Style Homes built on 38 lots that have a minimum lot size of approximately 8,000 square feet will be of a Traditional or European Style. Minimum square footage will be 2,000 square feet finished, and all homes will have unfinished basements. Elevations will be subject to architectural approvals.

3.3.1.5 In both the Cottage and Estate lots, the same elevations will not be built next door or directly across the street.

3.3.1.6 If additional property is added to the Project, pursuant to the Supplemental Declaration, modifications to the house plans under this Section 3 may be made with respect to that added property, subject to the provisions of the Master Declaration and the requirements of the City.

### **3.4 Fencing.**

3.4.1 Owners shall fence the rear and side yard of each such Lot. The only permitted fence shall be iron fencing, or aluminum fencing of substantially the same style and appearance as iron, on golf course and open spaces and rear lots, and (if permitted by the city and the Master Declaration) white vinyl privacy fencing between lots and between homes.

3.4.2 Owners of Lots having a side yard facing a public street shall install all such fences a minimum of five (5) feet from the back of the curb that is adjacent to such public street.

**3.5 Setbacks.** No Owner shall install any structure on any Lot that violates any of the following setback restrictions.

3.5.1 Front Yards. Front yard setbacks of not less than twenty-five (25) feet from the back of the curb to the garage door opening or twenty (20) feet to the home or side-entry garage.

3.5.2 Side Yards. The side yard setback on each of the Lots shall be five (5) and five (5) feet.

3.5.3 Rear Yards. The rear yard set back on each of the Lots shall not be less than fifteen (15) feet.

3.5.4 Flag Lots. Notwithstanding any provision herein to the contrary, the setback requirements for all "Flag Lots" will be specified on the respective recorded plats.

**3.6 Landscaping.** All common area landscaping in the Project shall be as mandated by the City and the Master Declaration. The Project club house and the front yards shall be maintained by the Lakeside at Saratoga Springs Homeowners, Inc.

**3.7 Erosion Control.** Drainage from each Lot must be directed towards a facility (drainage swale or curb and gutter). All drainage from adjacent Lots will be directed along the Lot lines. Drainage swales installed during the mass grading of the site must remain and be maintained by each Lot as developed. All final landscape plans must address erosion control

issues for the home, the Lot and any drainage easements that may exist along the Lot boundaries. Owners may not alter or remove any existing erosion control or drainage swale system improvements without prior approval from the Architectural Control Committee.

**3.8 Storage of Boats, Cars and Other Vehicles.** No on-street parking shall be permitted in the Project except for guest parking. All recreational vehicles, boats, trailers, etc. must be parked off of streets and behind the front of the home or behind screen fencing to the side or behind the home. No inoperable vehicles, machinery, or any type of debris shall be allowed on any Lot at any time and are only allowed in driveways for loading and unloading.

**3.9 Exterior Building Finishes.** The exteriors of all houses constructed on any of the Lots will be finished in natural or manufactured brick, stone, rock, stucco, Hardie or Weather board type materials, or a combination thereof. Other materials may be substituted if approved by the Architectural Control Committee. No vinyl or aluminum siding will be allowed on sides of houses.

## ARTICLE 4

### GENERAL PROVISIONS

**4.1 Subject to Master Guidelines.** If any provision herein is in conflict with the Master Declaration or any of the design guidelines adopted thereunder or in connection therewith, the provisions of those Master Declaration guidelines shall govern with respect to that conflict.

**4.2 Enforcement.** The Architectural Control Committee or any Owner may enforce this Declaration in any manner provided for in these Design Guidelines or by law or in equity, including, but not limited to, an action to obtain an injunction or compel removal of any Improvements constructed in violation of these Design Guidelines or to otherwise compel compliance with these Design Guidelines. If any lawsuit is filed by the Architectural Control Committee or any Owner to enforce the provisions of these Design Guidelines or in any other manner arising out of these Design Guidelines or the operations of the Architectural Control Committee, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

**4.3 Term; Method of Termination.** These Design Guidelines shall continue in full force and effect for the term of forty (40) years from the date these Design Guidelines are recorded. After which time, this Declaration shall be automatically extended for successive periods of ten (10) years each. These Design Guidelines may be amended or terminated at any time by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and recorded with the County Recorder of Utah County, Utah.

**4.4 Severability.** Any determination by any court of competent jurisdiction that any provision of these Design Guidelines is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

4.5 **Constructive Notice.** Each person who owns, occupies or acquires any right, title or interest in any Lot or Lots in the Subdivision is conclusively deemed to have notice of these Design Guidelines and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his or her Lot or Lots, whether or not there is any reference to these Design Guidelines in the instrument by which he or she acquires his interest in any Lot or Lots.

4.6 **Assignability.** Declarant may transfer and assign all or any portion of its rights and obligations under these Design Guidelines.

4.7 **Notices.** All notices under these Design Guidelines are deemed effective five (5) business days after the date of 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 property tax assessment rolls if no other address for an Owner is known. Notices delivered by hand are effective upon delivery.

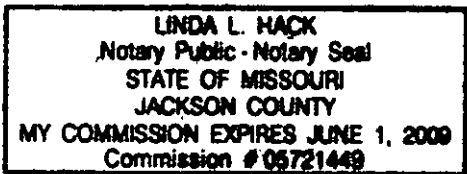
4.8 **Covenants Run with the Land.** The covenants, conditions and restrictions in these Design Guidelines are covenants running with the land and shall burden and benefit the successors, heirs and assigns of the Declarant and the Owners for so long as these Design Guidelines are in effect.

**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: *[Signature]*  
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 27°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°25'19" 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 549.11 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°38'31" 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

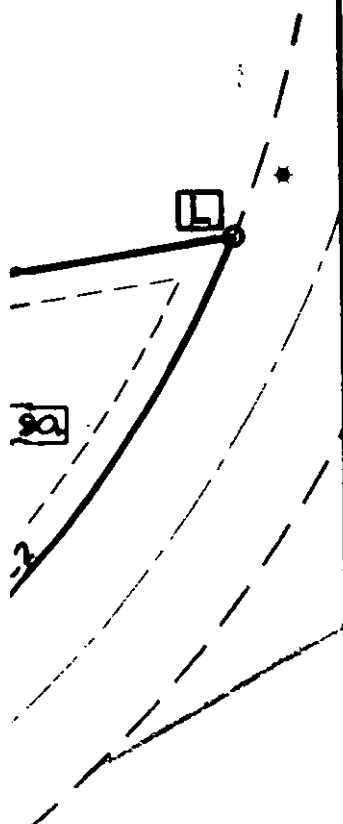
Patrick M. Harris  
License no. 286882

**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

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SARATOGA  
SPRINGS  
DEVELOPMENT  
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**ACCEPTANCE BY LEGISLATIVE BODY**

**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°12'14" East 686.83 feet along the Section line and South 89°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°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°38'51" West and the long chord bears South 14°53'05" East 464.39 feet, through a central angle of 58°56'08"), along said westerly line to and along the westerly line of Shorewood Drive;
- thence South 14°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°25'01" East and the long chord bears South 6°31'19" East 308.23 feet, through a central angle of 42°12'35"), along said westerly line;
- thence South 44°54'07" West 76.09 feet;
- thence North 50°30'32" West 243.68 feet;
- thence North 45°11'21" West 803.41 feet;
- thence North 54°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.

