

This document is for reference only. The entire Declaration, as fully signed and recorded and with all exhibits and attachments is filed of record with the Utah County Recorders Office.

WHEN RECORDED, MAIL TO:

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**THIRD AMENDMENT TO MASTER DECLARATION**

**OF**

**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**SARATOGA SPRINGS SUBDIVISION NO. 1**

**FOR ANNEXATION OF PROPERTY WITH SUPPLEMENTARY RESTRICTIONS**

April 2000

Pursuant to the provisions of Article XII - Annexation, Section 12.01 of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No. 1, dated July 1998 and recorded in the records of the Utah County Recorder on February 19, 1997, as entry no. 12514 BK 4195, commencing at page 1 (the "Master Declaration") the undersigned Grantor, Saratoga Springs Development, LLC, does hereby amend the Master Declaration to add and annex, with the consent, agreement and grant of the current undersigned Owner, the real property described in **EXHIBIT A** (the "Annexed Property") which is attached hereto and incorporated herein by this reference, to the property subject of the Master Declaration.

As provided in the referenced Article XII of the Master Declaration, this amendment of annexation shall have the effect of bringing the Annexed Property within the provisions of the Master Declaration. Further, this amendment and annexation shall also have the effect of causing the owners of Lots within the Annexed Property to become members of the Association with all of the rights, privileges and obligations of members as more fully set forth in the Master Declaration.

Grantor and the Owner hereby submit the Annexed Property to the Master Declaration and, as permitted under Article XII of the Master Declaration and elsewhere therein, supplements the Master

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Declaration by the terms of the "Supplementary Restrictions Plat 11 at Saratoga Springs" that is attached hereto and incorporated herein by this reference as **EXHIBIT B**. All of the foregoing is accomplished without further amendment or modification to the Master Declaration. Grantor and Owner hereby declare that the Annexed Property is and shall be fully subject to and benefitted by the Master Declaration, the covenants, conditions, restrictions and easements therein set forth, including the aforesaid Supplementary Restrictions.

IN WITNESS WHEREOF, the Grantor and the undersigned Owner cause the execution of this Third Amendment to Master Declaration on the day and date first set forth hereinabove for the purpose of annexing the Annexed Property and, as also provided in Article XII of the Master Declaration, providing for the coverage of the Supplemental Declaration.

GRANTOR:

SARATOGA SPRINGS DEVELOPMENT, LLC, a Utah limited liability company

By: West Utah Lake, LLC, a Member

By \_\_\_\_\_  
a Member

OWNER

W.L. HOMES, LLC, a California limited liability company

By \_\_\_\_\_  
a Member

**ACKNOWLEDGMENTS**

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of April, in the year of 2000, before me \_\_\_\_\_, personally

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appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be member in the limited liability company of West Utah Lake, LLC, the Member LLC, which limited liability company is a member of Saratoga Springs Development, LLC, the above-named Grantor, and the member who subscribed said Member LLC name for the Grantor to the foregoing instrument, and acknowledged to me that he (or she or they) executed the same in both the name of the Member LLC and the name of the Grantor. The foregoing instrument was acknowledged before me on the date set forth above by the said member of the Member LLC for and on behalf of the Grantor.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

STATE OF UTAH            )  
  : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of April, in the year of 2000, before me \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be member in the limited liability company of W.L. Homes, LLC, which limited liability company the above-named Grantor, and the member who subscribed the foregoing instrument for the said limited liability company, and acknowledged to me that he (or she or they) executed the same in the name of the Grantor. The foregoing instrument was acknowledged before me on the date set forth above by the said member for and on behalf of the Grantor.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

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**EXHIBIT A**

**TO THIRD AMENDMENT TO MASTER DECLARATION**

**SARATOGA SPRINGS PLAT NO. 11 BOUNDARY**

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE N 89°49'28" W ALONG THE NORTH BOUNDARY OF SAID SECTION, A DISTANCE OF 2662.54 FEET TO THE NORTH 1/4 CORNER.

THENCE S 02°05'19" E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, A DISTANCE OF 2569.93 FEET;

THENCE LEAVING SAID CENTERLINE S 90°00'00" E, A DISTANCE OF 28.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD, BEING THE REAL POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT-OF-WAY LINE N 78°04'02" E, A DISTANCE OF 388.00 FEET;

THENCE N 89°26'19" E, A DISTANCE OF 381.53 FEET;

THENCE N 66°17'47" E, A DISTANCE OF 139.84 FEET;

THENCE S 25°02'42" E, A DISTANCE OF 12.43 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 242.06 FEET, SAID CURVE HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 51°56'35", SUBTENDED BY A CHORD WHICH BEARS S 00°55'35" W, A DISTANCE OF 233.85 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE.

THENCE S 63°08'07" E, A DISTANCE OF 5.00 FEET;

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THENCE S 27°56'14" W, A DISTANCE OF 165.47 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 130.19 FEET, SAID CURVE HAVING A RADIUS OF 778.00 FEET, A CENTRAL ANGLE OF 09°35'17", SUBTENDED BY A CHORD WHICH BEARS S 23°10'47" W, A DISTANCE OF 130.04 FEET TO THE CURVE'S END;

THENCE S 18°23'08" W, A DISTANCE OF 544.01 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 3.10 FEET, SAID CURVE HAVING A RADIUS OF 378.00 FEET, A CENTRAL ANGLE OF 00°28'14", SUBTENDED BY A CHORD WHICH BEARS S 18°09'01" W, A DISTANCE OF 3.10 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE N 85°49'40" W, A DISTANCE OF 32.87 FEET;

THENCE N 86°03'32" W, A DISTANCE OF 294.67 FEET;

THENCE S 86°30'12" W, A DISTANCE OF 235.86 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID REDWOOD ROAD;

THENCE N 02°03'07" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 884.39 FEET, TO THE REAL POINT OF BEGINNING; CONTAINING 16.35 ACRES OF LAND, MORE OR LESS.

ALSO KNOWN AS PLAT 11, SARATOGA SPRINGS.

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**EXHIBIT B**

TO THIRD AMENDMENT TO MASTER DECLARATION

**SUPPLEMENTARY RESTRICTIONS**

**PLAT 11**

**AT**

**SARATOGA SPRINGS**

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## **Introduction**

As a planned community, Saratoga Springs has been carefully designed to create a living environment that may be appreciated by owners and visitors. Among the goals of this special development is the preservation of property values through attention to design.

The arrangement of land uses, roads and lots is planned to allow for a mix of housing sizes and styles, while concurrently supporting adjoining neighbors in achieving a harmonious environment. To the extent that some lot peculiarities exist, these restrictions have been prepared to assure that adjoining properties may co-exist in complementary ways.

Such a unique set of characteristics apply to the Plat 11 neighborhood of Saratoga Springs. These supplementary restrictions have been prepared to assist the lot owner and home builder in the construction process for those lots.

Each lot may have its own individual peculiarities which should be addressed and discussed with the Saratoga Springs Architectural Control Committee (ACC). Owners and their respective architects, engineers and designers should visit early and frequently in the acquisition, design and construction terms with the ACC to avoid wasteful expense in redesign or disappointment from anticipation.

It is also important to note that these supplementary restrictions are in addition to the Master Declaration of Conditions, Covenants and Restrictions that are recorded for the property.

## **The Plat 11 Lots**

The lots referred to in these supplementary restrictions are each single family lots that are within Saratoga Springs Plat 11. Specifically this means lots 1101-1106, 1108-1122, 1124-1138, and 1140-1147.

## **The Lot And House Location**

The minimum setbacks for each of the lots is to be:

Front setback – 20 feet

Side setbacks – 12 feet/8 feet

Rear setback – 20 feet

**\*Note: By plat, “No, driveway shall be less than 25’ in length.” In other words, the garage setback must be 20 feet from right-of-way.**

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Setbacks are to be measured from the property line not the curb.

The property line along Parkway Boulevard is separated by green space and is not considered a street “frontage” and therefore will be treated as a 12 or 8 foot setback from property line for the purposes and interpretation of these supplementary restrictions.

Again, please remember that setbacks are measured from the property line and not the curb line.

### **Home Size And Architectural Design**

All homes shall contain a minimum of 1,200 square feet of livable area excluding basement and garage spaces.

Exteriors shall be of 100% masonry materials and specifically exclude any vinyl, aluminum or wood siding boards.

Roof materials shall be suited to the architectural style of the home, however, roof pitches less than 6/12 will not be permitted.

Any out-buildings, caretaker units, freestanding garages, barns or other support structures shall be required to be constructed from the same materials, roofing, colors, and design style as the principle structure.

### **Fencing**

Fence height shall be limited to six (6) feet and should follow the restrictions as described in the Master Declaration.

A “project” fence shall be constructed along the green belt areas basically all along the Redwood Road (Saratoga Springs Main Street) areas, recorded as open space lot 1107. The project fence will be the ownership of the Owners Association

There shall be no attachments made to these fences, particularly banners, flags, or signs nor shall they be used for any structural component of any lot improvement.

It is contemplated that this fencing is of white vinyl material in the 5 foot height with spaced pickets. This fence type has been installed in other platted areas (i.e. plats 1&2) along landscaped areas however, the builder may offer open other fence types (such as wrought iron) before the Architectural Control Committee, for review and approval if another fence type is proposed.



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Each individual lot fencing proposal must be submitted and approved by the ACC prior to the owner's purchase of materials or contract for installation of any fencing. The ACC will consider fence height, color, and location prior to approval or denial of any application. If localized screening is necessary, owners are encouraged to use landscape materials as approved by the ACC.

### **ACC Review**

The Architectural Control Committee (ACC) has sole discretion in the interpretation of these Supplementary Restrictions and in all manners dealing with the approvals of improvements in Plats 11.