

# OWNERSHIP RECORD

Title By: J-U-B Engineers, Inc. (TMR)

County: Utah

Ownership: Corporation

Date: 01/11/2017

Pin No.: 10689

Parcel No.: 0068:131

Project No.: F-0068(92)26

Tax ID No.: 52:842:0078

Recorded Owners: Saratoga Hills Homeowners Association

Address: Hansen, Jeff 1321 Lake View Terrace Rd, Saratoga Springs, UT 84045

Property Address: Situate in the NE1/4SW1/4 Section 35 T.5S., R.1W., SLB&M

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
93365:2000			Plat	11/16/2000	11/27/2000

## Description:

Lot 78, as depicted on Saratoga Hills Phase 1 Subdivision, according to the official plat thereof, recorded on November 27, 2000 as Entry No. 93365:2000, Map No. 8840-101 in the office of the Utah County Recorder.

Note: Amendment to Covenants, Conditions and Restrictions and By-Laws for Saratoga Hills, Entry No. 3670:2014.

Note: Declaration of Covenants, Conditions and Restrictions and By-Laws for Saratoga Hills (Amended December 2003 by Homeowners' Vote), Entry No. 8865:2004

Note: Declaration of Covenants, Conditions and Restrictions and By-Laws for Saratoga Hills, Entry No. 93366:2000

Grantor: Kriser Homes & Communities

Note: The above described tract of land contains 22,387 square feet or 0.514 acre in area, more or less, per plat Saratoga Hills Phase 1 Subdivision (0.551 acre per Utah County Recorder)

## PRECEDED BY:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
87646:2000			Warranty Deed	11/03/2000	11/03/2000

## Description:

Exhibit A

Commencing at a point which is South 89°48'45" East 728.37 feet from the West Quarter corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

Pin No. 10689  
Parcel No. 0068:131  
Project No. F-0068(92)26

thence South 89°48'45" East 137.122 feet; thence South 48°24'30" East 62.620 feet; thence North 77°53'30" East 328.700 feet; thence North 89°22'30" East 118.070 feet; thence South 89°34'13" East 556.550 feet; thence South 00°00'00" East 348.090 feet; thence South 00°00'00" East 22.670 feet, thence South 00°00'00" East 227.150 feet; thence South 54°49'11" West 61.360 feet; thence along an arc of a 178.00 foot radius curve to the right 100.78 feet through a central angle of 32°26'27", the chord of which bears South 19°25'48" East 99.44 feet; thence along an arc of a 122.00 foot radius curve to the left 136.15 feet through a central angle of 63°56'18", the chord of which bears South 35°10'43" East 129.19 feet; thence South 67°08'48" East 24.180 feet; thence along an arc of a 515.00 foot radius curve to the right 47.58 feet through a central angle of 05°17'37", the chord of which bears South 64°30'02" East 47.56 feet; thence North 28°09'40" East 95.759 feet; thence South 90°00'00" East 585.835 feet; thence South 02°03'07" East 377.800 feet; thence South 67°24'30" West 336.260 feet; thence South 85°41'30" West 408.530 feet; thence South 88°11'30" West 502.810 feet; thence North 01°49'16" West 245.497 feet; thence South 89°13'44" West 114.897 feet; thence South 89°40'59" West 56.004 feet; thence North 00°34'32" West 6.072 feet; thence along an arc of a 406.00 foot radius curve to the right 95.21 feet through a central angle of 13°26'11", the chord of which bears North 05°44'17" East 94.99 feet; thence North 67°22'28" West 118.716 feet; thence North 22°30'32" East 51.239 feet; thence North 60°05'52" West 123.890 feet; thence North 35°19'08" West 60.860 feet; thence North 56°37'24" West 109.650 feet; thence North 33°23'20" East 32.304 feet; thence North 41°29'57" West 127.911 feet; thence North 53°03'51" West 57.158 feet; thence North 41°30'39" West 135.193 feet; thence North 52°24'18" East 20.169 feet; thence North 37°42'09" West 131.233 feet; thence North 09°21'05" East 72.550 feet; thence along an arc of a 1028.00 foot radius curve to the right 70.79 feet through a central angle of 03°56'44", the chord of which bears North 63°03'36" East 70.78 feet; thence North 65°01'58" East 24.858 feet; thence North 26°41'44" West 213.841 feet to the point of beginning,

Grantor: Wardley/McLachlan Development, LLC  
Grantee: Kriser Homes & Communities Inc.



## PROPERTY INFORMATION

[mobile view](#)

**Serial**

**Number:** 52:842:0078 **Serial Life:** 2001...

**Property Address:** UNKNOWN - SARATOGA SPRINGS

**Mailing Address:** %HANSEN, JEFF 1321 LAKE VIEW TERRACE RD  
SARATOGA SPRINGS, UT 84045-3840

**Acreage:** 0.551

**Last Document:** [93365-2000](#)

**Legal Description:** LOT 78, SARATOGA HILLS PHASE 1 SUBDV. AREA  
0.551 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents
<p>2003... <a href="#">SARATOGA SPRINGS HOME OWNERS ASSOCIATION</a></p> <p>2001-2002 <a href="#">WARDLEY MCLACHLAN DEVELOPMENT LLC</a></p>					
Additional Information ▼					

[Main Menu](#)

Comments or Concerns on Value/Appraisal - [Assessor's Office](#)

Documents/Owner/Parcel information - [Recorder's Office](#)

[Address Change for Tax Notice](#)

This page was created on 1/10/2017 10:32:05 AM

# UTAH COUNTY PLAT

**Name:** SARATOGA HILLS PHASE 1

**Request of:** SARATOGA SPRINGS

**Entry #:** 93365-2000

**Map Filing #:** 8840      **Arm:** 101

**Map Book:** 52      **Map Page:** 842

**Date Recorded:** Nov 27,2000      2:42 pm

**Description:** SEC 35-5-1W/ LOTS 1-77

**Fee:** \$107.00

**Deputy:** SHERLENE BAIR

**NOTE: SUBDIVISION, ANNEXATION  
AND ANY OTHER LARGE PLATS ARE  
FILMED SEPARATELY ON 35 mm FILM.  
CONTACT THE COUNTY RECORDER  
FOR FURTHER INFORMATION ON THE  
ABOVE PLAT.**





**SURVEYOR'S CERTIFICATE**

I, BARRY ANDREASE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN AND THAT THIS PLAN IS TRUE AND CORRECT.

**BOUNDARY DESCRIPTION**

COMMENCING AT A POINT WHICH IS S 89°48'45"E 728.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°48'45"E 137.122 FEET; THENCE S 48°24'30"E 62.620 FEET; THENCE N 77°53'30"E 328.700 FEET; THENCE N 89°22'30"E 118.070 FEET; THENCE S 89°34'13"E 556.550 FEET; THENCE S 00°00'00"E 348.090 FEET; THENCE S 54°49'11"E 61.360 FEET; THENCE ALONG AN ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT 100.78 FEET THROUGH A CENTRAL ANGLE OF 32°26'27", THE CHORD OF WHICH BEARS S 19°25'48"E 99.44 FEET;

THENCE ALONG AN ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT 136.15 FEET THROUGH A CENTRAL ANGLE OF 63°56'14", THE CHORD OF WHICH BEARS S 55°10'43"E 129.19 FEET; THENCE S 67°08'48"E 34.180 FEET; THENCE ALONG AN ARC OF A 515.00 FOOT RADIUS CURVE TO THE RIGHT 47.58 FEET THROUGH A CENTRAL ANGLE OF 05°17'37", THE CHORD OF WHICH BEARS S 61°30'02"E 47.56 FEET;

THENCE N 28°09'40"E 95.759 FEET; THENCE S 90°00'00"E 585.835 FEET; THENCE S 02°30'07"E 377.800 FEET; THENCE S 67°24'30"W 336.260 FEET; THENCE S 85°41'30"W 408.530 FEET; THENCE S 88°11'30"W 502.806 FEET; THENCE N 01°49'16"W 245.497 FEET; THENCE S 89°40'59"W 56.004 FEET; THENCE N 00°34'32"W 6.072 FEET; THENCE ALONG AN ARC OF A 406.00 FOOT RADIUS CURVE TO THE RIGHT 95.21 FEET THROUGH A CENTRAL ANGLE OF 13°26'11", THE CHORD OF WHICH BEARS N 05°44'17"E 94.99 FEET;

THENCE N 67°25'52"W 118.716 FEET; THENCE N 22°30'32"E 51.239 FEET; THENCE N 60°06'52"E 123.890 FEET; THENCE N 56°37'24"W 109.650 FEET; THENCE N 33°23'20"E 32.304 FEET; THENCE N 56°37'24"W 109.650 FEET; THENCE N 41°29'57"W 127.911 FEET; THENCE N 37°42'09"W 131.233 FEET; THENCE N 09°21'05"E 72.550 FEET; THENCE N 63°03'36"E 70.78 FEET; THENCE N 65°01'58"E 24.858 FEET; THENCE N 26°41'44"W 213.841 FEET TO THE POINT OF BEGINNING.

AREA = 34.449 ACRES MORE OR LESS

16 Nov. 2000  
DATE

*Barry Andrase*  
SURVEYOR  
(SEE SEAL BELOW)

**SARATOGA SPRINGS ENGINEER APPROVAL**

I, *LARRY E. GUNSON*, OF THE TOWN OF SARATOGA SPRINGS HAVE REVIEWED THE FOREGOING PLAN AND LEGAL DESCRIPTION AND FOUND THEM TO BE CORRECT AND DO HEREBY GIVE APPROVAL OF SAID PLAN ON THIS 20th DAY OF November, 2000.

*Larry E. Gunson*  
SARATOGA SPRINGS ENGINEER

**SARATOGA SPRINGS ATTORNEY**

APPROVED AS TO FORM  
THIS 20th DAY OF November, 2000

*Barry Andrase*  
TOWN ATTORNEY

**OWNERS' 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, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF November, A.D. 2000.

*Kaiser Homes & Communities*  
By *Matthew S. Krieger* Mayor  
its Vice President

**ACKNOWLEDGEMENT**

STATE OF UTAH  
COUNTY OF WASATCH } S.S.

ON THE 16th DAY OF November, A.D. 2000, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 3/25/2002

*Barry Andrase*  
NOTARY PUBLIC  
STATE OF UTAH  
COUNTY OF WASATCH  
COM. EXP. 3-25-2002

**ACCEPTANCE BY LEGISLATIVE BODY**

THE COUNTY OF UTAH, TOWN OF SARATOGA SPRINGS, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS 20th DAY OF November, A.D. 2000.

APPROVED *Matthew S. Krieger* MAYOR ATTEST *Barry Andrase* TOWN ATTORNEY  
TOWN RECORDS (SEE SEAL)

**TIMANOGOS SPECIAL SERVICE DISTRICT**

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

TIMANOGOS SPECIAL SERVICE DISTRICT  
PLANNING COMMISSION APPROVAL  
APPROVED THIS 20th DAY OF November, A.D. 2000 BY THE  
*Saratoga Springs* PLANNING COMMISSION  
DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

**PHASE 1**

**SARATOGA HILLS**

**SUBDIVISION**

**SARATOGA SPRINGS,**

UTAH COUNTY, UTAH

SURVEYOR'S SEAL  
NOTARY PUBLIC SEAL  
CITY-COUNTY ENGINEER SEAL  
CLERK-RECORDER SEAL

933652000  
RECORDED FOR SARATOGA SPRINGS

Surety Title Agency #0042553  
After recording mail tax notice to  
Grantee at the address below:

CORRECTION  
**Warranty Deed**

ENT 87646:2000 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Nov 03 4:45 pm FEE 12.00 BY SB  
RECORDED FOR FIRST AMERICAN TITLE CO

WARDLEY/McLACHLAN DEVELOPMENT, LLC, A Utah Limited Liability Company

of State of UTAH, Grantor, hereby CONVEY and WARRANT to

**KRISER HOMES & COMMUNITIES INC., a Utah Corporation**

of 1404 SOUTH 730 WEST PAYSON, UT 84651, Grantee, for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in UTAH, State of UTAH:

See Exhibit A attached hereto and made a part hereof.

THIS CORRECTION DEED BEING RECORDED TO REPLACE WARRANTY DEED  
RECORDED AUGUST 24, 2000 AS ENTRY NO. 2000:66589; AND THE PURPOSE IS TO  
CORRECT THE GRANTORS NAME.

TAX #: Part of 58-41-77 & part of 58-41-76

Subject to easements, restrictions, rights of way and the general property taxes for the current year and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 3<sup>rd</sup> of November, A.D., 2000

Signed in the Presence of:

WARDLEY/McLACHLAN DEVELOPMENT LLC

SCOTT McLACHLAN, Member

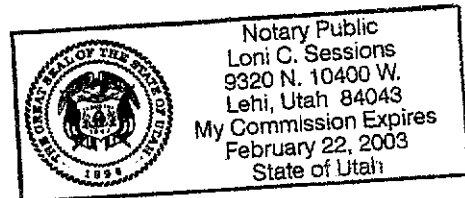
STATE OF UTAH )  
COUNTY OF Utah ) ss

On the \_\_\_\_\_ day of November, 2000, before me, the undersigned Notary Public, personally appeared SCOTT McLACHLAN, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

Loni C. Sessions  
NOTARY PUBLIC

My Commission Expires: 2/22/03

Residing at: 9320 N 10400 W



## Exhibit A

ENT 87646:2000 PG 2 of 2

Commencing at a point which is South 89°48'45" East 728.37 feet from the West Quarter corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°48'45" East 137.122 feet; thence South 48°24'30" East 62.620 feet; thence North 77°53'30" East 328.700 feet; thence North 89°22'30" East 118.070 feet; thence South 89°34'13" East 556.550 feet; thence South 00°00'00" East 348.090 feet; thence South 00°00'00" East 22.670 feet; thence South 00°00'00" East 227.150 feet; thence South 54°49'11" West 61.360 feet; thence along an arc of a 178.00 foot radius curve to the right 100.78 feet through a central angle of 32°26'27", the chord of which bears South 19°25'48" East 99.44 feet; thence along an arc of a 122.00 foot radius curve to the left 136.15 feet through a central angle of 63°56'18", the chord of which bears South 35°10'43" East 129.19 feet; thence South 67°08'48" East 24.180 feet; thence along an arc of a 515.00 foot radius curve to the right 47.58 feet through a central angle of 05°17'37", the chord of which bears South 64°30'02" East 47.56 feet; thence North 28°09'40" East 95.759 feet; thence South 90°00'00" East 585.835 feet; thence South 02°03'07" East 377.800 feet; thence South 67°24'30" West 336.260 feet; thence South 85°41'30" West 408.530 feet; thence South 88°11'30" West 502.810 feet; thence North 01°49'16" West 245.497 feet; thence South 89°13'44" West 114.897 feet; thence South 89°40'59" West 56.004 feet; thence North 00°34'32" West 6.072 feet; thence along an arc of a 406.00 foot radius curve to the right 95.21 feet through a central angle of 13°26'11", the chord of which bears North 05°44'17" East 94.99 feet; thence North 67°22'28" West 118.716 feet; thence North 22°30'32" East 51.239 feet; thence North 60°05'52" West 123.890 feet; thence North 35°19'08" West 60.860 feet; thence North 56°37'24" West 109.650 feet; thence North 33°23'20" East 32.304 feet; thence North 41°29'57" West 127.911 feet; thence North 53°03'51" West 57.158 feet; thence North 41°30'39" West 135.193 feet; thence North 52°24'18" East 20.169 feet; thence North 37°42'09" West 131.233 feet; thence North 09°21'05" East 72.550 feet; thence along an arc of a 1028.00 foot radius curve to the right 70.79 feet through a central angle of 03°56'44", the chord of which bears North 63°03'36" East 70.78 feet; thence North 65°01'58" East 24.858 feet; thence North 26°41'44" West 213.841 feet to the point of beginning.



**AMENDMENT TO COVENANTS, CONDITIONS and  
RESTRICTIONS and BY-LAWS  
for  
SARATOGA HILLS**

This Amendment to Declaration of Covenants, Conditions, and Restrictions and By-Laws for Saratoga Hills (the "Amendment") is made this 16 day of January, 2014 by the Declarant, Saratoga Hills HOA (the "Association").

RECITALS

A. The Association is governed by the Declaration of Covenants, Conditions, and Restrictions and By-Laws for Saratoga Hills recorded as Entry No. 8865:2004, on January 27, 2004 in the Office of the Utah County Recorder, State of Utah, (the "Declaration");

B. This Amendment is subject to the Definitions of the Declaration at Article I, unless otherwise defined herein.

C. This Amendment shall amend provisions of the Declaration as noted below and shall apply to and be binding against all of the property it is recorded against and the property described in Exhibit A, attached hereto, and any additional property, annexation, expansion or supplement thereto (the "Property");

D. This Amendment is intended to:

- a. Require the Annual Meeting of the members to be held in the first quarter of each year in Article III. Section 1 of the By-Laws, and remove any provisions that would require the meeting to be held in June.
- b. Remove all provisions of Article III. Section 3(a) through (d), restricting the erection or maintenance of signs on Lots.
- c. Remove any provisions in Article III. Section 5(b) that notice to members of non-compliance with CC&R's be delivered by certified mail and, instead, allow for delivery by USPS First Class mail in order to save on costs.
- d. Grant the Association authority to remove Common Area fence in addition to the authority currently granted the Association in Article III. Section 10(c)(5).
- e. Modify specific restrictions in Article III. Section 10(e)(6) on the placement and size of satellite dishes and antennas.



- f. Remove any restriction in Article III. Section 10(f) that requires air conditioning units, heating equipment, swamp coolers and soft water tanks to be screened from view. Remove the first part of the provision (All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view) but include the second part of the provision (Air conditioning units and swamp coolers are not permitted on roofs or through windows.)
- g. Bring Article III. Section 10(g) into conformity with City Code by allowing members more time to complete landscaping on their property, granting twenty-four (24) months to complete all landscaping and twelve (12) months to complete front yard landscaping.
- h. Reduce the minimum number of trees members are required to include in landscaping in Article III. Section 10(g)(1) from eight (8) to four (4) and require at least one (1) tree to be planted in the front yard.

E. Pursuant to the Declaration at Article VIII. Section 3 of the By-Laws, the necessary approvals to amend the Declaration were duly conducted and received to adopt and record this amendment.

**NOW THEREFORE,** The Declarant hereby amends Article III. Section 1 of the By-Laws so that it shall henceforth provide as follows:

Section 1. Annual Meeting Date/Time. The first annual meeting of the members shall be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the first quarter of each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the next week following.

The Association hereby removes Article III. Section 3(a) through (d) in its entirety.

The Association hereby amends Article III. Section 5(b) so that it shall henceforth provide as follows:

Section 5(b). Mailing Requirement for Violation Notices (USPS First Class Mail). Board of Directors shall cause that a written notice by First Class mail be sent to any Lot Owner that they are not in compliance with the CC&R's. Lot Owners shall be given a reasonable time, usually 30 days, to comply before fines or action can be taken.

The Association hereby amends Article III. Section 10(e)(5) so that it shall henceforth provide as follows:

Section 10(e)(5). Common Area Fence Installation and Maintenance. The developer will install fencing around the Common Areas. The Association shall own and

maintain the fence. The Association shall have the right to remove Common Area fence if the Board deems necessary.

The Association hereby amends Article III. Section 10(e)(6) so that it shall henceforth provide as follows:

Section 10(e)(6). Antennas. Any antenna or satellite dish mounted on the exterior of a home may not exceed 4 feet by 4 feet in diameter. Larger antennas are restricted to the attic or interior of a dwelling.

The Association hereby amends Article III. Section 10(f) so that it shall henceforth provide as follows:

Section 10(f). Mechanical Equipment. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

The Association hereby amends Article III. Section 10(g) so that it shall henceforth provide as follows:

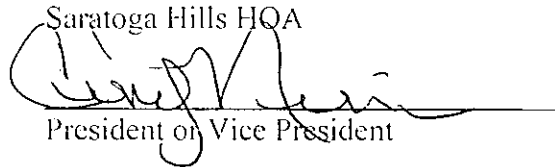
Section 10(g). Landscaping Guidelines. For each Living Dwelling, all landscaping, including grass, trees, and shrubs, must be completed within twenty four (24) months following completion or occupancy. Front yard landscaping must be in place within twelve (12) months following completion or occupancy.

The Association hereby amends Article III. Section 10(g)(1) so that it shall henceforth provide as follows:

Section 10(g)(1). Trees. It is encouraged that landscaping include wooded cluster of trees and shrubs. A minimum of four (4) trees per lot is required with a minimum of one (1) tree being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

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IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 16 day of January, 2013 in accordance with the Declaration.

Saratoga Hills HOA  
  
 President or Vice President

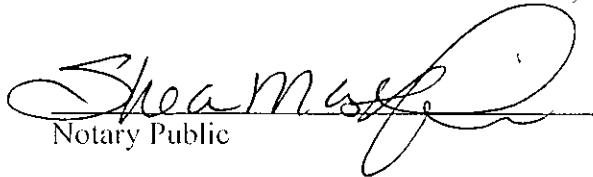
STATE OF UTAH )

:SS

County of Utah )

On this 16 day of January, 2014, personally appeared before me Cindy Nielsen who is known to me or who presented satisfactory identification, and has, while in my presence and while under oath or affirmation, voluntarily signed this document.



  
 Notary Public

**EXHIBIT A**  
**Property Description**

**BOUNDARY DESCRIPTION**

This includes all phases of Saratoga Hills, including, but not limited to: Phase 1, 1A, 1B, 1C, 1D, 2, 3, 4, and 5, along with any property added by expansion or any other way.

193  
24

ENT 118865:2004 PG 1 of 24  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jan 27 10:15 am FEE 193.00 BY SFS  
RECORDED FOR COLLYER, STUART C

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAWS  
FOR SARATOGA HILLS  
(Amended December 2003 by Homeowners' Vote)**

THIS DECLARATION, made on the date hereinafter set forth by Saratoga Hills Homeowners Association, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS Saratoga Hills Homeowners Association comprises the homes and lots more particularly described as Phase 1, Phase 1A, Phase 1B, Phase 1C and Phase 2 in Saratoga Hills.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to a non-profit corporation, Saratoga Hills HOA, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Lots 76, 77, 78 and any future common lots gifted by the developer.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Saratoga Hills Homeowners Association., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot and be subject to the following provisions:

- (a) the right of the Association to charge reasonable maintenance fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid or for any violation of the Association's published rules and regulation, if the violation has exceeded 30 days after a notice of violation has been issued.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Owners are responsible for all rule compliance by all family members and delegate members.



### Section 3. Owners' Responsibilities Within the Common Area.

- (a) Any Owner may not damage, remove or modify any Common Area or improvements thereon. Any such action by an Owner or his assigned delegate shall be corrected by the Owner responsible for such actions at Owners expense and to the agreement and satisfaction of the Association.
- (b) Persons under the age of 18 are not permitted in Common Areas after 10:00 PM unless accompanied by an adult Owner.
- (c) Littering, garbage and other waste left in Common Areas is prohibited. Persons who use the common area for any function shall clean the area used.
- (d) Motorcycle or other motorized vehicle riding on any landscaped area or children's play area is prohibited.
- (e) Owners' personal property left in Common Areas is prohibited.
- (f) Owners or tenants shall not permit any activity which would result in cancellation of insurance on structure or contents thereof or which would be in violation of any public law, ordinance or regulation, including but not limited to, the consumption of alcoholic beverages, loud or obnoxious music or loud noises or disruptive behavior.
- (g) Repair, maintenance, or construction on personal property or vehicles is prohibited in common areas.
- (h) It is understood that within the Common Areas of the Association, there is a walking path and water features that have been designed for the benefit, enjoyment and recreation of the Association and the general public; pursuant to UCA 57-14-1 to 57-14-7.

Section 4. Driving and Vehicles. The Association has established but is not limited to the following Covenants, Conditions and Restrictions within the Association.

- (a) Driving motor-powered vehicles on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
- (b) All vehicles, of any kind, will conform to any state, municipal or Association law governing licensing and operating condition of vehicle.
- (c) Vehicles in violation of parking rules may be towed at vehicle owners' expense.
- (d) Pedestrians crossing any of the streets within the subdivision have the right-of-way.

Section 5. Insurance. As established in the Association By-Laws, the Association shall procure and maintain adequate liability and hazard insurance on property owned by the Association. Owners and tenants are responsible for their own insurance for contents and personal property.

- (a) Casualty and Liability Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area and amenities insured against loss or damage by fire for the full insurance replacement cost thereof. The Association may obtain additional insurance against such other hazards and casualties as the Association may deem desirable, and may also insure any other property, whether real or personal, which is owned by the Association, against loss or damage by fire and such other hazards as may be deemed desirable, with the Association as the owner and beneficiary of such insurance. Insurance coverage shall be written in the name of the Association, with the proceeds to be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for this insurance carried by the Association are expenses that shall be paid by the General Common Assessments made by the Association.
- (b) Replacement or Repair of Common Area Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. This Reconstruction Assessment is in addition to any other General Common Assessments made against such Lot Owners.
- (c) Annual Review of Policies. The Board of Directors shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property, which may have been damaged or destroyed.
- (d) Liability Insurance. The Association shall obtain a policy or policies of insurance insuring the Association, the Owners and their respective lessees, servants, agents or guests against any liability to the public or to the Owners, members of the households of Owners and their respective invitees or tenants, incident to the ownership and/or

use of the Property, including but not limited to the operation and use of the Common Area, public ways and any other area under the supervision of the Association. Limits of liability under such insurance shall not be less than One Million Dollars for any one person injured in any one occurrence, and shall not be less than One Million Dollars for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group if insured, without prejudice to the right of a named insured under the policies to maintain the action against another named insured.

Section 6. Pets. Livestock, poultry, illegal or large animals of any kind are prohibited within the Properties as per Association and city zoning law. Domesticated animals or household pets which are not considered dangerous or do not have dangerous propensities may be kept in the residences in accordance with the city ordinances, but shall not be kept, bred or maintained for commercial purposes. The Board shall have the right and power to prohibit or place any condition on any particular pet from being kept within the Properties should the Board agree by vote that the keeping of that pet violates the letter or intent of this Declaration.

- (a) A pet otherwise permitted may be maintained in the Association so long as it is not a nuisance to the community. Actions which will constitute a nuisance include, but are not limited to, any annoying or unreasonable howling, crying, barking, scratching, screeching, running at large, attacking, chasing any person or animal, or any unsanitary or offensive practice.
- (b) Pet owners are strictly liable and fully responsible for all personal injuries and/or property damage caused by their pets. The Association is not liable for personal injuries and/or property damage caused by members' pets or animals. Pet owners are responsible for their pet's droppings and must remove and properly dispose of them within the Association and Common Areas.
- (c) All pets must be registered and inoculated as required by law.
- (d) All pets must be leashed when outside any Lot. Pets running loose shall be turned over to an animal control agency.

**ARTICLE III**  
**PROPERTY COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR SINGLE FAMILY LOTS**

Section 1. Use of Lots. All building structures shall be submitted to and approved by the Architectural Control Committee before any construction begins (See Article VII). No Lot or Living Dwelling shall be used, occupied or altered in violation of law or these Covenants, Conditions and Restrictions, so as to create a nuisance or interfere with the rights of any Owner. Each single-family dwelling shall house only one residing family in accordance with Saratoga Springs City ordinance. Each Living Dwelling shall not be used for commercial, retail or industrial purposes, except for reason of in-home business, office or hobby.

Section 2. Building Location. Each Living Dwelling or building shall be located such that:

- (a) No building shall be located on any Lot nearer than 25 feet to the front line and 25 feet to the rear line, or nearer than 20 feet to any side street line.
- (b) The side yard setbacks for any Living Dwelling is 8 feet on one side and 12 feet for the remaining side. Secondary structures may be located within 5 feet of a rear or side Lot line, but no secondary structures shall be closer than 5 feet of an adjoining Lot, and shall be in accordance with city ordinances.
- (c) Eaves, roof projection, roof overhang and steps shall not be considered as a part of a Living Dwelling when positioning building upon any Lot.

Section 3. Signs. Except for signs displayed by any builder or developer during the development and sale of Lots and the construction of Living Dwellings thereon, no signs shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.
- (b) "For Sale" or "For Rent" signs for temporary and reasonable purposes.
- (c) Such signs as used in conjunction with the sale, completion and entrance of the Properties.
- (d) Such signs as deemed necessary for warnings and caution as pertaining to the safety of the public.

Section 4. Machinery and Equipment. No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living

Dwelling or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

Section 5. Maintenance and Repair. Any Living Dwelling, building, structure or landscaping and fencing upon any Lot shall not be permitted to fall into disrepair and at all times shall be kept in good condition. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, hence contributing to the beauty and value of the neighborhood. Under extreme circumstances;

- (a) In the event an owner of any single family dwelling shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the dwelling and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such dwelling is subject.
- (b) Board of Directors shall cause that a written notice by certified mail be sent to any Lot Owner that they are not in compliance with the CC&R's. Lot Owners shall be given a reasonable time, usually 30 days, to comply before fines or action can be taken.

Section 6. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Dwelling or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Living Dwellings or Lot.

Section 7. Trash Container and Collection. All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained so to not be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

Section 8. Ground Water and Soil Conditions. Declarant discloses that clay type (collapsible) soils exist. Prior to construction of any structure, all Lot Owners should obtain a Soils Engineer's study and follow recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water, soil conditions or forces of nature. It is the responsibility of each Owner to have runoff water draining away from, and not

onto adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to minimize erosion and runoff.

Section 9. Recreational and Other Vehicles. No large trucks and commercial vehicles belonging to Owners or other residents of the Living Dwelling shall be parked within or adjacent to the Lot, except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats and motor homes, or recreational vehicles, other than regularly used passenger cars and light trucks which may be parked upon driveway areas, must be kept on side or rear yards behind the front yard setback, and when possible, obscured from the front view.

Section 10. Building Structures and Accessories. Every Living Dwelling, exclusive of garages, shall have a minimum finished area above the grade level of the Lot of One Thousand Three Hundred (1300) square feet for a single-level residence. Split-level style structures shall have One Thousand Five Hundred (1500) square feet finished, and two story structures shall have One Thousand Seven Hundred (1700) square feet, of which Nine Hundred (900) square feet must be on the main floor. To ensure appropriate design and curb appeal, all plans must be submitted and approved by the Architectural Control Committee.

- (a) Building Height. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Living Dwelling shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures.
- (b) Garages. A garage must be erected for each Living Dwelling and must be fully enclosed to accommodate a minimum of two (2) cars, but not more than (4) cars. Carports are not permitted.
- (c) Exterior Building Materials. Brick, stone, or stucco are required to cover the entire exterior of the home. Solid composite masonite siding may be used for Cottage or Country style homes if permitted by city. No vinyl or aluminum siding shall be permitted, except for soffit and fascia. Color combinations should be earth tone colors and should blend well as to enhance the overall look of the home. Extreme designs



and color combinations are not permitted. This includes but is not limited to, pinks, oranges and purples.

- (d) Roofs. Roofing materials will consist of 25-year architectural shingles or better. Built up ridge caps are encouraged. Roof pitch shall not be less than 7/12 over the main portion of the structure.
- (e) Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings, shall be constructed of materials consistent with the colors, textures and materials approved for the Living Dwelling, and shall be integral to the architecture of the Living Dwelling.
  - (1) Mailboxes. The developer will install mailboxes in order to meet U.S. Postal Service requirements to create a consistent theme.
  - (2) Lamp Posts. Yard lampposts are not required but if a Lot Owner desires to have a lamppost, the following are approved styles. All lampposts should be constructed of a low maintenance and corrosion free type material. The Architectural Control Committee must approve all other types and styles.
  - (3) Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.
  - (4) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.
  - (5) Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the street, shall be of vinyl, brick, stone, wrought iron or combinations of such materials. Wooden or chain link fences are not permitted. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard. The developer will install fencing around the Common Areas. The Association shall own and maintain the fence. Lot Owners shall not alter Common Area fences. Individual Lot fences that tie into Common Area fencing shall join and continue away from the Common Area fence at an equal height for a minimum of 10 feet, then

taper to the Lot Owner fence. For any damages caused to Common Area fencing, see Article 2, Section 3a.

(6) Antennas. All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from the front street view.

(7) Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impacting adjacent Lots or Living Dwellings with light or sound. No game court shall be located within front yard setbacks. Pool heaters and pumps must be screened from view and sound insulated from neighboring Living Dwellings. No unsightly structures shall be constructed or permitted.

(f) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

(g) Landscaping Guidelines and Requirements. For each Living Dwelling, all landscaping, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy. Front yard landscaping must be in place within six (6) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase or the Owner shall be required to provide landscaping for said Lot within twelve (12) months of purchase.

(1) It is encouraged that landscaping include wooded cluster of trees and shrubs. A minimum of eight (8) trees per lot is required with at least half being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

(2) Each Lot must have a functional automated watering system.

(3) Each Lot owner agrees to maintain their landscape so as to contribute to the beauty and value of the community and also beautify and maintain the planter strip between the sidewalk & curb in front of the Lot.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised, but in no event shall more than one vote be cast with respect to any Lot. If any members are unable to agree how their vote shall be cast, no vote shall be cast for that Lot.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Transfer Fee. A \$75.00 Transfer Fee will be assessed to the buyer of any Lot when the Lot changes ownership. This fee will be assessed on the sale of a home and/or the sale of a vacant Lot.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Amenities, which includes, but is not limited to; open spaces in Lots 76, 77 and 78, Entrance Signs, Child Play Areas, Walking Trail, Water Feature, Neighborhood Pavilion, Sports Court, or any future Common Areas. This assessment is neither an admission fee nor a user fee nor a charge within the dictates of UCA 57-14-6.

Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum yearly assessment shall be One Hundred Eighty Dollars (\$ 180.00), which equates to Fifteen Dollars (\$15.00) per month per Single Family Lot for General Common Area Assessments. This Assessment shall be due and collected *annually*.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above 5% by a simple majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, provided that any such assessment shall have the assent of (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Single Family Lots. The Board of Directors may collect these assessments on a monthly basis or annual basis as deemed necessary.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of deed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual

assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a fee of \$5.00 per month starting from the due date. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments.

## ARTICLE VI

### COVENANT VIOLATION ASSESSMENT

Section 1. Violation Assessment. Procedures and specifications used by the Association for fines and assessments levied upon individuals in violation of Association Covenants, Conditions and Restrictions shall be established by the Board of Directors. Such fines shall not exceed \$100.00 per notice.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and color scheme and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. The Board, or its designated committee, shall approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Any Owners complaints of rule infractions must be made in writing to the Association Board of Directors. Any consent or approval given under these rules shall be revocable at any time. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 1.1 Appeals. Members shall have the right to appeal decisions of the Board of Directors to the Appeals Committee. The member must pay a fee of \$25.00 to the Association for each appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent (60%) of the Lots, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

- (a) Declarant reserves the right to annex additional land into the Association without the consent of the members within 5 years of the date of this instrument, provided that the annexation is in accord with the general plan.

IN WITNESS WHEREOF, I, being the Declarant of Saratoga Hills Association, have hereunto set my hands this 26 day of January, 2004.

Stuart C. Collyer

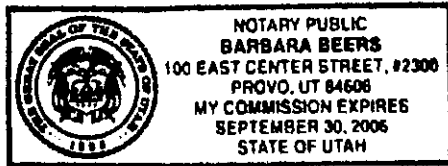


State of Utah

: ss.

County of Utah

On the 26<sup>th</sup> day of January, 2004, Stuart Collyer, personally appeared before me., who duly acknowledged to me that he executed the above document on behalf of said home owners association.



Barbara Beers  
Notary Public

**BY-LAWS  
OF  
"SARATOGA HILLS"  
ASSOCIATION**

**ARTICLE I**

NAME AND LOCATION. The name of the association is *Saratoga Hills*, hereinafter referred to as the "Association". The principal address of the association shall be located at P.O. Box 632, Lehi, UT, 84043, but meetings of members and directors may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Saratoga Hills, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Utah County Recorders.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the second Wednesday of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the next week following.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of one-fourth (1/4) of the Class A members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or hand delivering a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the **place, day and hour** of the meeting, and, in the case of a special meeting, the **purpose of the meeting**.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each lot may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of up to nine (9) and a minimum of five (5) directors.

Section 2. Terms of Office. At the first annual meeting the members shall elect up to three directors for a term of one year, up to three directors for a term of two years and up to three directors for

a term of three years; and at each annual meeting thereafter the members shall elect up to three directors for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority of the voting members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting for the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Board of Directors shall appoint the Nominating Committee prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Elections.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right of use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for the infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties. With respect to hiring any employees,

subcontractors, insurance agents, etc., a board member shall abstain from discussion and voting should it involve any conflict of interest.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, upon demand by any person, a receipt certificate for any assessments that have been paid;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.
- (h) under extreme circumstances cause the exterior of the Single Family Lots and any vacant Lot to be maintained if failure to do so by any Owner would jeopardize the value of the properties in the development.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES



Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it affective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President(s)

- (b) The first vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The first vice-president will oversee the Architectural Control Committee and report information from such committee to the Board. The second

vice-president will oversee the Appeals Committee and report information from such committee to the Board.

#### Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keeping the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

### **ARTICLE IX COMMITTEES**

The Board of Directors shall appoint committees as deemed appropriate and necessary to carry out its purposes.

Section 1: Architectural Control Committee: The association shall appoint an Architectural Control committee as provided in the Declaration. This committee shall consist of three (3) individuals.

Section 2: Nominating Committee: The association shall appoint a Nominating Committee as provided in these By-Laws

Section 3: Appeals Committee: The association shall appoint an Appeals Committee. This committee shall consist of a minimum of five (5) and up to nine (9) individuals. Within this committee there shall be a chairperson chosen by a majority vote by all other appeals committee members. At least three (3) must be present to constitute a quorum. A majority vote is necessary for a binding decision. This decision is final. The duties of this Appeals Committee shall be:

- (a) To hear appeals from association members regarding decisions made by the Board of Directors.
- (b) Make a ruling to uphold or overturn the Board of Directors decision and report ruling to Board of Directors.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall be at all times, during reasonable business hours, subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a fee of \$5.00 per month will be incurred starting from the due date, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIII**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of recordation.

IN WITNESS WHEREOF, I, being the Declarant of Saratoga Hills Homeowners Association, have hereunto set our hands this 26 day of January, 2004.

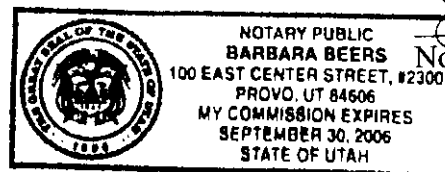
Stuart C. Collyer

State of Utah

: ss.

County of Utah

On the 26<sup>th</sup> day of January, 2004, personally appeared before me Stuart C. Collyer, who duly acknowledge to me that he executed the above document on behalf of said company.



Barbara Beers  
Notary Public

13400  
25

(M)  
Saratoga Springs  
9484 W. 7350 N.  
Lehi UT 84040(63)

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAWS

FOR  
SARATOGA HILLS

ENT 93366:2000 PG 1 of 25  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Nov 27 2:47 pm FEE 134.00 BY SB  
RECORDED FOR SARATOGA SPRINGS

THIS DECLARATION, made on the date hereinafter set forth by Kriser Homes & Communities, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in *Saratoga Springs*, County of *Utah*, State of *Utah*, which is more particularly described as Saratoga Hills Plat "A".

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to a non-profit corporation, Saratoga Hills HOA, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Lots 76, 77, 78 and any future common lots gifted by the developer.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Kriser Homes & Communities, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot and be subject to the following provisions:

- (a) the right of the Association to charge reasonable maintenance fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid or for any violation of the Association's published rules and regulation, if the violation has exceeded 30 days after a notice of violation has been issued.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Owners are responsible for all rule compliance by all family members and delegate members.

Section 3. Owners' Responsibilities Within the Common Area.

- (a) Any Owner may not damage, remove or modify any Common Area or improvements thereon. Any such action by an Owner or his assigned delegate shall be corrected by the Owner responsible for such actions at Owners expense and to the agreement and satisfaction of the Association.
- (b) Persons under the age of 18 are not permitted in Common Areas after 10:00 PM unless accompanied by an adult Owner.
- (c) Littering, garbage and other waste left in Common Areas is prohibited. Persons who use the common area for any function shall clean the area used.
- (d) Motorcycle or other motorized vehicle riding on any landscaped area or children's play area is prohibited.
- (e) Owners' personal property left in Common Areas is prohibited.
- (f) Owners or tenants shall not permit any activity which would result in cancellation of insurance on structure or contents thereof or which would be in violation of any public law, ordinance or regulation, including but not limited to, the consumption of alcoholic beverages, loud or obnoxious music or loud noises or disruptive behavior.
- (g) Repair, maintenance, or construction on personal property or vehicles is prohibited in common areas.
- (h) It is understood that within the Common Areas of the Association, there is a walking path and water features that have been designed for the benefit, enjoyment and recreation of the Association and the general public; pursuant to UCA 57-14-1 to 57-14-7.

Section 4. Driving and Vehicles. The Association has established but is not limited to the following Covenants, Conditions and Restrictions within the Association.

- (a) Driving motor-powered vehicles on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
- (b) All vehicles, of any kind, will conform to any state, municipal or Association law governing licensing and operating condition of vehicle.
- (c) Vehicles in violation of parking rules may be towed at vehicle owners' expense.
- (d) Pedestrians crossing any of the streets within the subdivision have the right-of-way.

Section 5. Insurance. As established in the Association By-Laws, the Association shall procure and maintain adequate liability and hazard insurance on property owned by the Association. Owners and tenants are responsible for their own insurance for contents and personal property.

- (a) Casualty and Liability Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area and amenities insured against loss or damage by fire for the full insurance replacement cost thereof. The Association may obtain additional insurance against such other hazards and casualties as the Association may deem desirable, and may also insure any other property, whether real or personal, which is owned by the Association, against loss or damage by fire and such other hazards as may be deemed desirable, with the Association as the owner and beneficiary of such insurance. Insurance coverage shall be written in the name of the Association, with the proceeds to be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for this insurance carried by the Association are expenses that shall be paid by the General Common Assessments made by the Association.
- (b) Replacement or Repair of Common Area Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. This Reconstruction Assessment is in addition to any other General Common Assessments made against such Lot Owners.
- (c) Annual Review of Policies. The Board of Directors shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property, which may have been damaged or destroyed.
- (d) Liability Insurance. The Association shall obtain a policy or policies of insurance insuring the Association, the Owners and their respective lessees, servants, agents or guests against any liability to the public or to the Owners, members of the households of Owners and their respective invitees or tenants, incident to the ownership and/or



use of the Property, including but not limited to the operation and use of the Common Area, public ways and any other area under the supervision of the Association. Limits of liability under such insurance shall not be less than One Million Dollars for any one person injured in any one occurrence, and shall not be less than One Million Dollars for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group if insured, without prejudice to the right of a named insured under the policies to maintain the action against another named insured.

Section 6. Pets. Livestock, poultry, illegal or large animals of any kind are prohibited within the Properties as per Association and city zoning law. Domesticated animals or household pets which are not considered dangerous or do not have dangerous propensities may be kept in the residences in accordance with the city ordinances, but shall not be kept, bred or maintained for commercial purposes. The Board shall have the right and power to prohibit or place any condition on any particular pet from being kept within the Properties should the Board agree by vote that the keeping of that pet violates the letter or intent of this Declaration.

- (a) A pet otherwise permitted may be maintained in the Association so long as it is not a nuisance to the community. Actions which will constitute a nuisance include, but are not limited to, any annoying or unreasonable howling, crying, barking, scratching, screeching, running at large, attacking, chasing any person or animal, or any unsanitary or offensive practice.
- (b) Pet owners are strictly liable and fully responsible for all personal injuries and/or property damage caused by their pets. The Association is not liable for personal injuries and/or property damage caused by members' pets or animals. Pet owners are responsible for their pet's droppings and must remove and properly dispose of them within the Association and Common Areas.
- (c) All pets must be registered and inoculated as required by law.
- (d) All pets must be leashed when outside any Lot. Pets running loose shall be turned over to an animal control agency.

**ARTICLE III**  
**PROPERTY COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR SINGLE FAMILY LOTS**

Section 1. Use of Lots. All building structures shall be submitted to and approved by the Architectural Control Committee before any construction begins (See Article VII). No Lot or Living Dwelling shall be used, occupied or altered in violation of law or these Covenants, Conditions and Restrictions, so as to create a nuisance or interfere with the rights of any Owner. Each single-family dwelling shall house only one residing family in accordance with Saratoga Springs City ordinance. Each Living Dwelling shall not be used for commercial, retail or industrial purposes, except for reason of in-home business, office or hobby.

Section 2. Building Location. Each Living Dwelling or building shall be located such that:

- (a) No building shall be located on any Lot nearer than 25 feet to the front line and 25 feet to the rear line, or nearer than 20 feet to any side street line.
- (b) The side yard setbacks for any Living Dwelling is 8 feet on one side and 12 feet for the remaining side. Secondary structures may be located within 5 feet of a rear or side Lot line, but no secondary structures shall be closer than 5 feet of an adjoining Lot, and shall be in accordance with city ordinances.
- (c) Eaves, roof projection, roof overhang and steps shall not be considered as a part of a Living Dwelling when positioning building upon any Lot.

Section 3. Signs. Except for signs displayed by any builder or developer during the development and sale of Lots and the construction of Living Dwellings thereon, no signs shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.
- (b) "For Sale" or "For Rent" signs for temporary and reasonable purposes.
- (c) Such signs as used in conjunction with the sale, completion and entrance of the Properties.
- (d) Such signs as deemed necessary for warnings and caution as pertaining to the safety of the public.

Section 4. Machinery and Equipment. No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living

Dwelling or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

Section 5. Maintenance and Repair. Any Living Dwelling, building, structure or landscaping and fencing upon any Lot shall not be permitted to fall into disrepair and at all times shall be kept in good condition. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, hence contributing to the beauty and value of the neighborhood. Under extreme circumstances;

(a) In the event an owner of any single family dwelling shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the dwelling and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such dwelling is subject.

(b) Board of Directors shall cause that a written notice by certified mail be sent to any Lot Owner that they are not in compliance with the CC&R's. Lot Owners shall be given a reasonable time, usually 30 days, to comply before fines or action can be taken.

Section 6. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Dwelling or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Living Dwellings or Lot.

Section 7. Trash Container and Collection. All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained so to not be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

Section 8. Ground Water and Soil Conditions. Declarant discloses that clay type (collapsible) soils exist. Prior to construction of any structure, all Lot Owners should obtain a Soils Engineer's study and follow recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water, soil conditions or forces of nature. It is the responsibility of each Owner to have runoff water draining away from, and not

onto adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to minimize erosion and runoff.

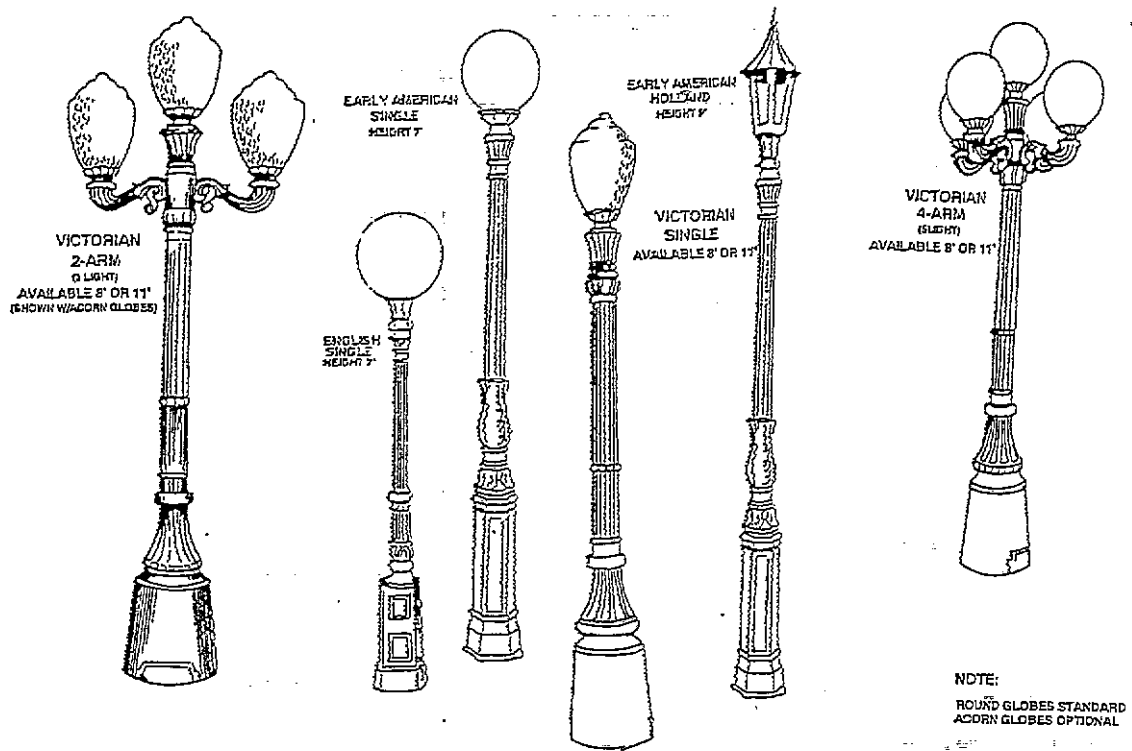
Section 9. Recreational and Other Vehicles. No large trucks and commercial vehicles belonging to Owners or other residents of the Living Dwelling shall be parked within or adjacent to the Lot, except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats and motor homes, or recreational vehicles, other than regularly used passenger cars and light trucks which may be parked upon driveway areas, must be kept on side or rear yards behind the front yard setback, and when possible, obscured from the front view.

Section 10. Building Structures and Accessories. Every Living Dwelling, exclusive of garages, shall have a minimum finished area above the grade level of the Lot of One Thousand Three Hundred (1300) square feet for a single-level residence. Split-level style structures shall have One Thousand Five Hundred (1500) square feet finished, and two story structures shall have One Thousand Seven Hundred (1700) square feet, of which Nine Hundred (900) square feet must be on the main floor. To ensure appropriate design and curb appeal, all plans must be submitted and approved by the Architectural Control Committee.

- (a) Building Height. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Living Dwelling shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures.
- (b) Garages. A garage must be erected for each Living Dwelling and must be fully enclosed to accommodate a minimum of two (2) cars, but not more than (4) cars. Carports are not permitted.
- (c) Exterior Building Materials. Brick, stone, or stucco are required to cover the entire exterior of the home. Solid composite masonite siding may be used for Cottage or Country style homes if permitted by city. No vinyl or aluminum siding shall be permitted, except for soffit and fascia. Color combinations should be earth tone colors and should blend well as to enhance the overall look of the home. Extreme designs

and color combinations are not permitted. This includes but is not limited to, pinks, oranges and purples.

- (d) Roofs. Roofing materials will consist of 25-year architectural shingles or better. Built up ridge caps are encouraged. Roof pitch shall not be less than 7/12 over the main portion of the structure.
- (e) Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings, shall be constructed of materials consistent with the colors, textures and materials approved for the Living Dwelling, and shall be integral to the architecture of the Living Dwelling.
  - (1) Mailboxes. The developer will install mailboxes in order to meet U.S. Postal Service requirements to create a consistent theme.
  - (2) Lamp Posts. Yard lampposts are not required but if a Lot Owner desires to have a lamppost, the following are approved styles. All lampposts should be constructed of a low maintenance and corrosion free type material. The Architectural Control Committee must approve all other types and styles.



- (3) Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.
- (4) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.
- (5) Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the street, shall be of white vinyl, brick, stone, wrought iron or combinations of such materials. Wooden or chain link fences are not permitted. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard. The developer will install fencing around the Common Areas. The Association shall own and maintain the fence. Lot Owners shall not alter Common Area fences. Individual Lot fences that tie into Common Area fencing shall join and continue away from the Common Area fence at an equal height for a minimum of 10 feet, then taper to the Lot Owner fence. For any damages caused to Common Area fencing, see Article 2, Section 3a.
- (6) Antennas. All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from the front street view.
- (7) Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impacting adjacent Lots or Living Dwellings with light or sound. No game court shall be located within front yard setbacks. Pool heaters and pumps must be screened from view and sound insulated from neighboring Living Dwellings. No unsightly structures shall be constructed or permitted.
- (f) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view. Air conditioning units and swamp coolers are not permitted on roofs or through windows.
- (g) Landscaping Guidelines and Requirements. For each Living Dwelling, all landscaping, including grass, trees, and shrubs, must be completed within twelve (12)

months following completion or occupancy. Front yard landscaping must be in place within six (6) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase or the Owner shall be required to provide landscaping for said Lot within twelve (12) months of purchase.

- (1) It is encouraged that landscaping include wooded cluster of trees and shrubs. A minimum of eight (8) trees per lot is required with at least half being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.
- (2) Each Lot must have a functional automated watering system.
- (3) Each Lot owner agrees to maintain their landscape so as to contribute to the beauty and value of the community and also beautify and maintain the planter strip between the sidewalk & curb in front of the Lot.

#### **ARTICLE IV**

##### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised, but in no event shall more than one vote be cast with respect to any Lot. If any members are unable to agree how their vote shall be cast, no vote shall be cast for that Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Amenities, which includes, but is not limited to; open spaces in Lots 76, 77 and 78, Entrance Signs, Child Play Areas, Walking Trail, Water Feature, Neighborhood Pavilion, Sports Court, or any future Common Areas. This assessment is neither an admission fee nor a user fee nor a charge within the dictates of UCA 57-14-6.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum yearly assessment shall be One Hundred Eighty Dollars (\$ 180.00), which equates to Fifteen Dollars (\$15.00) per month per Single Family Lot for General Common Area Assessments. This Assessment shall be due and collected annually.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above 5% by a simple majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to



that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, provided that any such assessment shall have the assent of (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Single Family Lots. The Board of Directors may collect these assessments on a monthly basis or annual basis as deemed necessary.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of deed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

- (a) Declarant reserves the right to delay, or postpone the date of commencement of annual assessments for all Owners until such time that there is substantial completion of Common Area.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments.

## ARTICLE VI COVENANT VIOLATION ASSESSMENT

Section 1. Violation Assessment. Procedures and specifications used by the Association for fines and assessments levied upon individuals in violation of Association Covenants, Conditions and Restrictions shall be established by the Board of Directors. Such fines shall not exceed \$100.00 per notice.

## ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and color scheme and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. The Board, or its designated committee, shall approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Any Owners complaints of rule infractions must be made in writing to the Association Board of Directors. Any consent or approval given under these rules shall be revocable at any time. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 1.1 Appeals. Members shall have the right to appeal decisions of the Board of Directors to the Appeals Committee. The member must pay a fee of \$25.00 to the Association for each appeal.

Section 2. Serverability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent (60%) of the Lots, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

- (a) Declarant reserves the right to annex additional land into the Association without the consent of the members within 5 years of the date of this instrument, provided that the annexation is in accord with the general plan.

IN WITNESS WHEREOF, we, being the Declarant of Saratoga Hills Association, have hereunto set our hands this 6 day of NOVEMBER, 2000.

Matthew S. Kriser  
Vice President

State of Utah

: ss.

County of Utah

On the 6 day of NOVEMBER, 192000 personally appeared before me

Matthew S. Kriser, VICE PRES. of Kriser Homes & Communities, Inc., who duly acknowledge to me that they executed the above document on behalf of said company.

Alyson H. Alger  
 Notary Public

ALYSON H. ALGER  
 NOTARY PUBLIC - STATE OF UTAH  
 9484 WEST 7350 NORTH  
 LEHI, UT 84043  
 COMM. EXP 3-3-2004

**BY-LAWS  
OF  
"SARATOGA HILLS"  
ASSOCIATION**

**ARTICLE I**

NAME AND LOCATION. The name of the association is *Saratoga Hills*, hereinafter referred to as the "Association". The principal office of the association shall be located at 593 N. Canyon View Drive, Pleasant Grove, Utah, but meetings of members and directors may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Saratoga Hills, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 6. "Declarant" shall mean and refer to Kriser Homes & Communities, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Utah County Recorders.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the second Wednesday of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the next week following.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of one-fourth (1/4) of the Class A members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the **place, day and hour** of the meeting, and, in the case of a special meeting, the **purpose of the meeting**.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each lot may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

### ARTICLE IV

#### BOARD OF DIRECTORS: SELECTION: TERMS OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Terms of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the voting members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting for the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Board of Directors shall appoint the Nominating Committee prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Elections. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. ...

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right of use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for the infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member be absent from three (3) consecutive regular meetings of the Board of Directors; and

- (e) employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties. With respect to hiring any employees, subcontractors, insurance agents, etc., a board member shall abstain from discussion and voting should it involve any conflict of interest.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, upon demand by any person, a receipt certificate for any assessments that have been paid;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.
- (h) under extreme circumstances cause the exterior of the Single Family Lots and any vacant Lot to be maintained if failure to do so by any Owner would jeopardize the value of the properties in the development.



## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it affective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keeping the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX****COMMITTEES**

The Board of Directors shall appoint committees as deemed appropriate and necessary to carry out its purposes.

Section 1: Architectural Control Committee: The association shall appoint an Architectural Control committee as provided in the Declaration. This committee shall consist of 3 individuals, who need not be members of the Association.

Section 2: Nominating Committee: The association shall appoint a Nominating Committee as provided in these By-Laws

Section 3: Appeals Committee: The association shall appoint an Appeals Committee. This committee shall consist of 9 individuals, who need not be members of the Association. Within this

committee there shall be a chairperson chosen by a majority vote by all other appeals committee members. At least 7 members must be present to constitute a quorum. A majority vote is necessary for a binding decision. This decision is final. The duties of this Appeals Committee shall be:

- (a) To hear appeals from association members regarding decisions made by the Board of Directors.
- (b) Make a ruling to uphold or overturn the Board of Directors decision and report ruling to Board of Directors.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall be at all times, during reasonable business hours, subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of 8 percent annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## **ARTICLE XII**

### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal

Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

### ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of recordation.

IN WITNESS WHEREOF, we, being the Declarant of Saratoga Hills Association, have hereunto set our hands this 6 day of NOVEMBER, 2000.

*Matthew S. Kriser*  
Vice President

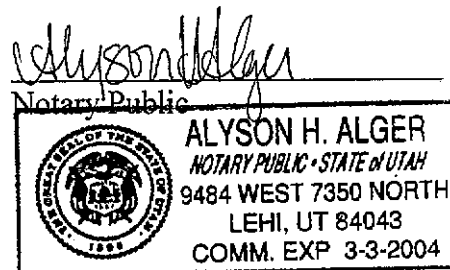
State of Utah

: ss.

County of Utah

On the 6 day of NOVEMBER, 192000, personally appeared before me \_\_\_\_\_

Matthew S. Kriser, VICE PRES. of Kriser Homes & Communities, Inc., who duly acknowledge to me that they executed the above document on behalf of said company.



C163	8°10'15"	73.44	-515.00	73.38	N 41°12'31" W
C164	8°10'41"	73.51	-515.00	73.45	N 49°22'59" W
C165	11°13'56"	89.98	-459.00	89.84	N 52°53'43" W
C166	8°22'53"	75.34	-515.00	75.27	N 57°39'46" W
C167	8°38'08"	69.18	-459.00	69.12	N 62°49'46" W
C168	5°17'37"	47.58	-515.00	47.56	S 64°30'02" E
C169	22°41'34"	70.50	178.00	70.04	N 55°48'05" W

II	730820.09
JJ	730832.39
KK	730936.19
LL	731007.76
NN	731039.82
OO	731050.31
00	728582.75
GRID FACT. D.	
• SET 5/8" RF	
■ MONUMENT	

ENT 93366:2000 PG 25 of 25

## SURVEYOR'S CERTIFICATE

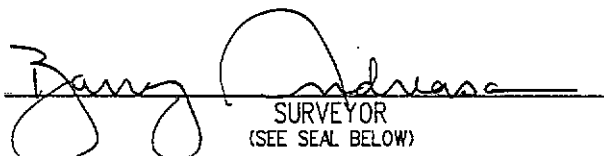
I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS S 89°48'45" E 728.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;  
 THENCE S 89°48'45" E 137.122 FEET; THENCE S 48°24'30" E 62.620 FEET;  
 THENCE N 77°53'30" E 328.700 FEET; THENCE N 89°22'30" E 118.070 FEET;  
 THENCE S 89°34'13" E 556.550 FEET; THENCE S 00°00'00" E 348.090 FEET;  
 THENCE S 90°00'00" E 22.670 FEET; THENCE S 00°00'00" E 227.150 FEET;  
 THENCE S 54°49'11" W 61.360 FEET;  
 THENCE ALONG AN ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT 100.78 FEET THROUGH A CENTRAL ANGLE OF 32°26'27", THE CHORD OF WHICH BEARS S19°25'48"E 99.44 FEET;  
 THENCE ALONG AN ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT 136.15 FEET THROUGH A CENTRAL ANGLE OF 63°56'14", THE CHORD OF WHICH BEARS S35°10'43"E 129.19 FEET; THENCE S 67°08'48"E 34.180 FEET;  
 THENCE ALONG AN ARC OF A 515.00 FOOT RADIUS CURVE TO THE RIGHT 47.58 FEET THROUGH A CENTRAL ANGLE OF 05°17'37", THE CHORD OF WHICH BEARS S64°30'02"E 47.56 FEET;  
 THENCE N 28°09'40" E 95.759 FEET; THENCE S 90°00'00" E 585.835 FEET;  
 THENCE S 02°03'07" E 377.800 FEET; THENCE S67°24'30" W 336.260 FEET;  
 THENCE S 85°41'30" W 408.530 FEET; THENCE S 88°11'30" W 502.806 FEET;  
 THENCE N 01°49'16" W 245.497 FEET; THENCE S 89°13'44" W 114.897 FEET;  
 THENCE S 89°40'59" W 56.004 FEET; THENCE N 00°34'32" W 6.072 FEET;  
 THENCE ALONG AN ARC OF A 406.00 FOOT RADIUS CURVE TO THE RIGHT 95.21 FEET THROUGH A CENTRAL ANGLE OF 13°26'11", THE CHORD OF WHICH BEARS N 05°44'17" E 94.99 FEET;  
 THENCE N 67°22'28" W 118.716 FEET; THENCE N 22°30'32" E 51.239 FEET;  
 THENCE N 60°05'52" W 123.890 FEET; THENCE N 35°19'08" W 60.860 FEET;  
 THENCE N 56°37'24" W 109.650 FEET; THENCE N 33°23'20" E 32.304 FEET;  
 THENCE N 41°29'57" W 127.911 FEET; THENCE N 53°03'51" W 57.158 FEET;  
 THENCE N 41°30'39" W 135.193 FEET; THENCE N 52°24'18" E 20.169 FEET;  
 THENCE N 37°42'09" W 131.233 FEET; THENCE N 09°21'05" E 72.550 FEET;  
 THENCE ALONG AN ARC OF A 1028.00 FOOT RADIUS CURVE TO THE RIGHT 70.79 FEET THROUGH A CENTRAL ANGLE OF 03°56'44", THE CHORD OF WHICH BEARS N 63°03'36" E 70.78 FEET;  
 THENCE N 65°01'58" E 24.858 FEET; THENCE N 26°41'44" W 213.841 FEET TO THE POINT OF BEGINNING.

AREA = 34.449 ACRES MORE OR LESS

16 Nov. 2000  
DATE

  
SURVEYOR  
(SEE SEAL BELOW)

SARATOGA S  
I, LARRY  
FOREGOING PLAT  
AND DO HEREBY

SARATOGA S  
APPROVED, A  
THIS 21st

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CORPORATION)

Utah County

Tax ID No. 52:842:0078

Pin No. 10689

Project No. F-0068(92)26

Parcel No. 0068:131

Saratoga Springs Owner Association, Inc., Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 78, Saratoga Hills Phase 1 Subdivision, recorded on November 27, 2000 as Entry No. 93365:2000, Map No. 8840-101 in the office of the Utah County Recorder, which parcel is also situate in the NE1/4SW1/4 of Section 35, T.5S., R.1W., S.L.B.&M., for the construction of improvements incident to the widening of existing SR-68 (Redwood Road), known as project number F-0068(92)26.

Beginning at the southeast corner of said entire tract, which corner is 1,579.49 feet N. 02°05'22" W. along the quarter section line and 65.20 feet WEST from the South Quarter Corner of said Section 35; thence S. 67°43'59" W. 21.21 feet along the south boundary of said entire tract, which point is 87.00 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 422+19.92; thence N. 31°25'57" E. 36.08 feet, more or less, to a point on the east boundary of said entire tract, which is 67.09 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 422+50.01; thence S. 02°03'07" E. 22.76 feet, more or less, along said

Pin No. 10689  
Project No. F-0068(92)26  
Parcel No. 0068:131

east boundary to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 227 square feet or 0.005 acre in area more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

Pin No. 10689  
Project No. F-0068(92)26  
Parcel No. 0068:131

**IN WITNESS WHEREOF**, said Saratoga Springs Owner Association, Inc. has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of \_\_\_\_\_, A.D. 20\_\_\_\_.

STATE OF ) Saratoga Springs Owner Association, Inc.  
 ) ss. Home Owners Association  
COUNTY OF )

By \_\_\_\_\_  
President

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that \_\_he is the President of Saratoga Springs Owner Association, Inc., a Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

## Notary Public



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Warranty Deed

(CORPORATION)

Utah County

Tax ID No. 52:842:0078

Pin No. 10689

Project No. F-0068(92)26

Parcel No. 0068:131:2

Kriser Homes & Communities, Inc., a Utah Corporation, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 78, Saratoga Hills Phase 1 Subdivision, recorded on November 27, 2000 as Entry No. 93365:2000, Map No. 8840-101 in the office of the Utah County Recorder, which parcel is also situate in the NE1/4SW1/4 of Section 35, T.5S., R.1W., S.L.B.&M., for the construction of improvements incident to the widening of existing SR-68 (Redwood Road), known as project number F-0068(92)26.

Beginning at the southeast corner of said entire tract, which corner is 1,579.49 feet N. 02°05'22" W. along the quarter section line and 65.20 feet WEST from the South Quarter Corner of said Section 35; thence S. 67°43'59" W. 21.21 feet along the south boundary of said entire tract, which point is 87.00 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 422+19.92; thence N. 31°25'57" E. 36.08 feet, more or less, to a point on the east boundary of said entire tract, which is 67.09 feet perpendicularly distant westerly from the control line of said

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project, at Engineer Station 422+50.01; thence S. 02°03'07" E. 22.76 feet, more or less, along said east boundary to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 227 square feet or 0.005 acre in area more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

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Project No. F-0068(92)26  
Parcel No. 0068:131:2

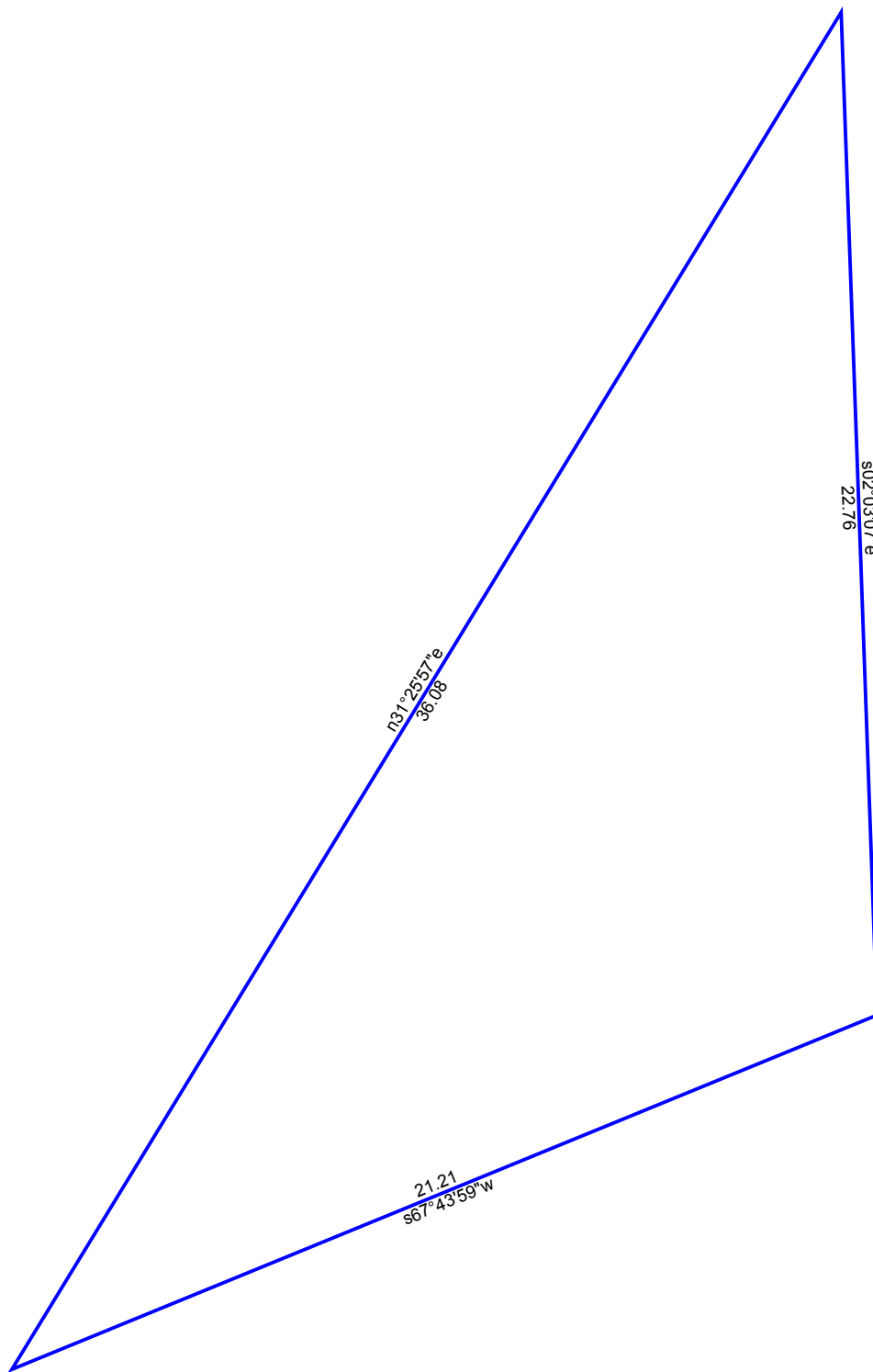
**IN WITNESS WHEREOF**, said Kriser Homes & Communities, Inc., a Utah Corporation has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF \_\_\_\_\_ ) Kriser Homes & Communities, Inc.  
 ) ss: a Utah Corporation  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that \_\_he is the \_\_\_\_\_ of Kriser Homes & Communities, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

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



131		1/18/2017
Scale: 1 inch= 4 feet		File: 10689_F-0068(92)26_04P_131_DeedPlot.ndp
Tract 1: 0.0052 Acres (227 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/21424), Perimeter=80 ft.		
01 s67.4359w 21.21		
02 n31.2557e 36.08		
03 s02.0307e 22.76		

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## **Easement** (CORPORATION)

Utah County

Tax ID No. 52:842:0078  
Pin No. 10689  
Project No. F-0068(92)26  
Parcel No. 0068:131:E2

Kriser Homes & Communities, Inc., a Utah Corporation, Grantor, hereby GRANTS AND CONVEYS to UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114 for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 78, Saratoga Hills Phase 1 Subdivision, recorded on November 27, 2000 as Entry No. 93365:2000, Map No. 8840-101 in the office of the Utah County Recorder, which easement is also situate in the NE1/4SW1/4 of Section 35, T.5S., R.1W., S.L.B.&M., for the construction of improvements incident to the widening of existing SR-68 (Redwood Road), known as project number F-0068(92)26. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Beginning at a point which is the intersection of the easterly boundary line of said entire tract and the northwesterly project right of way, which point is 1,602.25 feet

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Project No. F-0068(92)26  
Parcel No. 0068:131:E2

N.  $02^{\circ}05'22''$  W. along the quarter section line and 65.18 feet WEST from the South Quarter Corner of said Section 35, which point is also 67.09 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 422+50.01; thence S.  $31^{\circ}25'57''$  W. 36.08 feet, more or less, to a point on the southerly boundary of said entire tract; thence S.  $67^{\circ}43'59''$  W. 223.28 feet along said southerly boundary; thence North  $22^{\circ}16'01''$  W. 10.00 feet to a point which is 300.00 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 421+52.20; thence N.  $67^{\circ}43'59''$  E. 228.03 feet; thence N.  $25^{\circ}05'40''$  E. 19.72 feet; thence N.  $02^{\circ}03'55''$  W. 189.00 feet, thence WEST 27.98 feet, more or less, to a point on the westerly boundary of said entire tract; thence N.  $02^{\circ}03'07''$  W. 150.10 feet, more or less, along said westerly boundary to a point on the northerly boundary of said entire tract, which point is 105.00 feet perpendicularly distant westerly from the control line of said project, at Engineer Station 425+88.60; thence EAST 37.94 feet to the intersection of the northerly boundary line of said entire tract and the westerly project right of way; thence S.  $02^{\circ}03'07''$  E. 337.22 feet along said easterly boundary of said entire tract and said project right of way, to the point of beginning. The above described part of an entire tract of land contains 9,990 square feet or 0.229 acre in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

After said improvements and appurtenant parts thereof are constructed at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said improvements and appurtenant parts thereof.

Pin No. 10689  
Project No. F-0068(92)26  
Parcel No. 0068:131:E2

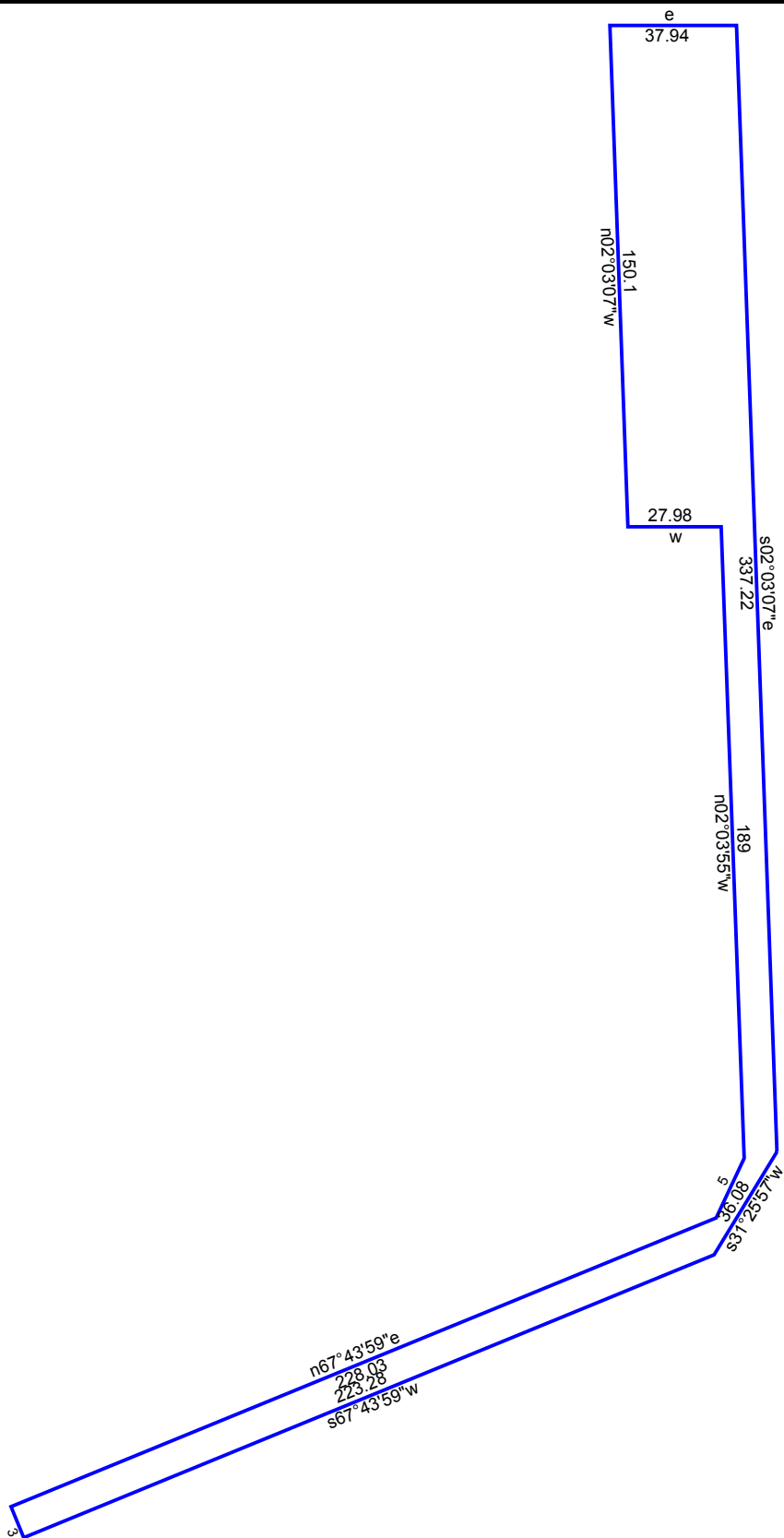
**IN WITNESS WHEREOF**, said Kriser Homes & Communities, Inc., a Utah Corporation has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

		<u>Kriser Homes &amp; Communities, Inc.</u>
STATE OF	)	a Utah Corporation
	) ss.	
COUNTY OF	)	By _____

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that \_\_he is the \_\_\_\_\_ of Kriser Homes & Communities, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

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



131:E

1/18/2017

Scale: 1 inch= 53 feet

File: 10689\_F-0068(92)26\_04P\_131\_E\_DeedPlot.ndp

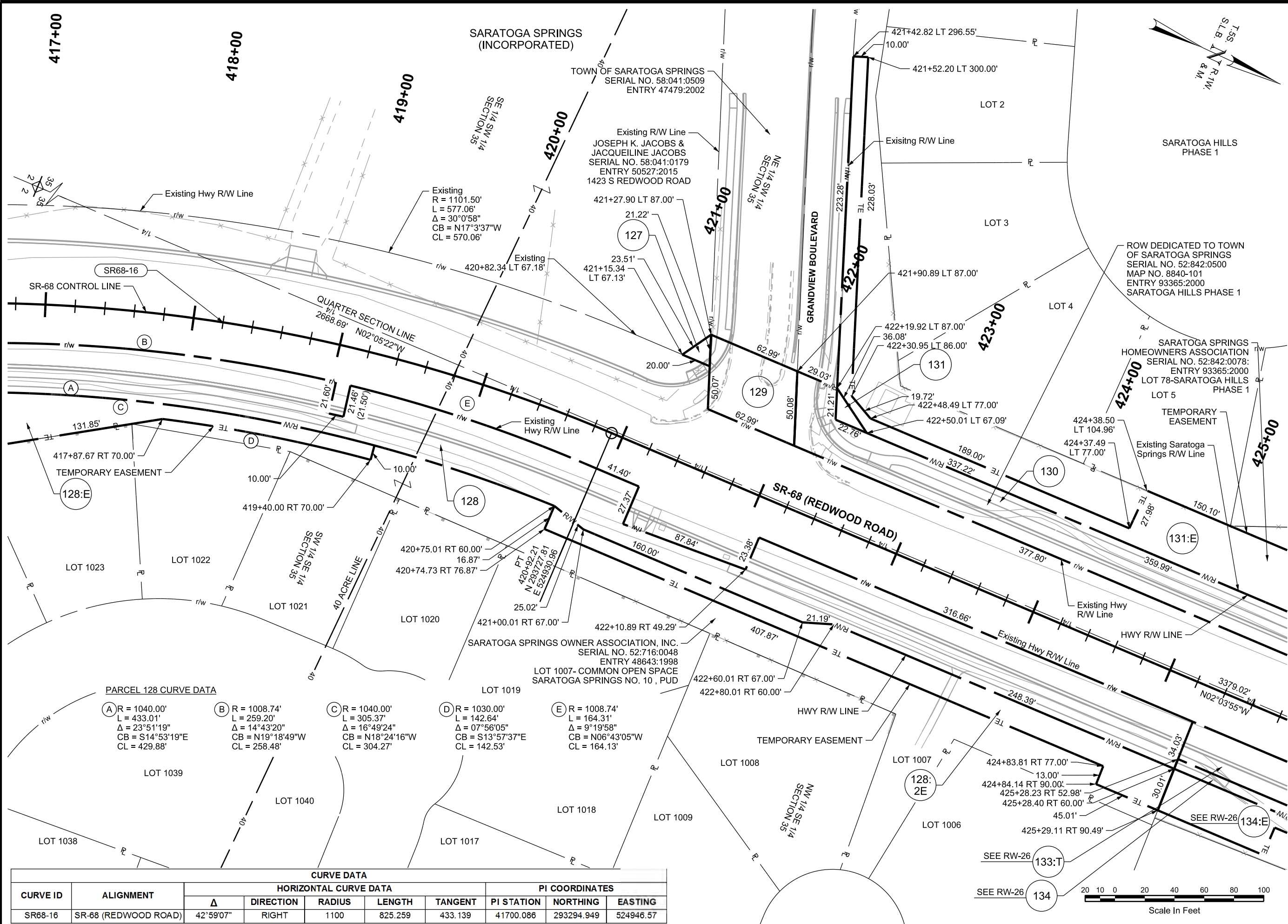
Tract 1: 0.2293 Acres (9990 Sq. Feet), Closure: s35.4324w 0.01 ft. (1/224013), Perimeter=1259 ft.

01 s31.2557w 36.08  
02 s67.4359w 223.28  
03 n22.1601w 10  
04 n67.4359e 228.03  
05 n25.0540e 19.72  
06 n02.0355w 189  
07 w 27.98

08 n02.0307w 150.1  
09 e 37.94  
10 s02.0307e 337.22



D:\01-Files\SL\FILES\public\Projects\Sub\DOT Region 3\50-16-012 SR-68 Saratoga Springs to Stillwater Parkway ROW\10689\_Rv 24.dgn 08-FEB-2017



PARCEL 128 CURVE DATA

(A) R = 1040.00' L = 433.01' Δ = 23°51'19" CB = S14°53'19"E CL = 429.88'	(B) R = 1008.74' L = 259.20' Δ = 14°43'20" CB = N19°18'49"W CL = 258.48'	(C) R = 1040.00' L = 305.37' Δ = 16°49'24" CB = N18°24'16"W CL = 304.27'	(D) R = 1030.00' L = 142.64' Δ = 07°56'05" CB = S13°57'37"E CL = 142.53'	(E) R = 1008.74' L = 164.31' Δ = 9°19'58" CB = N06°43'05"W CL = 164.13'
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CURVE DATA		HORIZONTAL CURVE DATA					PI COORDINATES		
		Δ	DIRECTION	RADIUS	LENGTH	TANGENT	PI STATION	NORTHING	EASTING
SR68-16	SR-68 (REDWOOD ROAD)	42°59'07"	RIGHT	1100	825.259	433.139	41700.086	293294.949	524946.57

UTAH DEPARTMENT OF TRANSPORTATION  
REGION THREE - J-U-B ENGINEERS, INC.

APPROVED  
DATE 2/8/2017  
PROFESSIONAL LAND SURVEYOR

PROJECT  
SR-68; SARATOGA SPRINGS  
TO STILLWATER PARKWAY

PROJECT NUMBER  
F-0068(92)26

PROJECT PIN  
10689

RIGHT-OF-WAY

UTAH  
COUNTY  
TEMP 04P  
SHEET NO. RW-24

REVISIONS

REMARKS

NO. DATE APPROVED BY

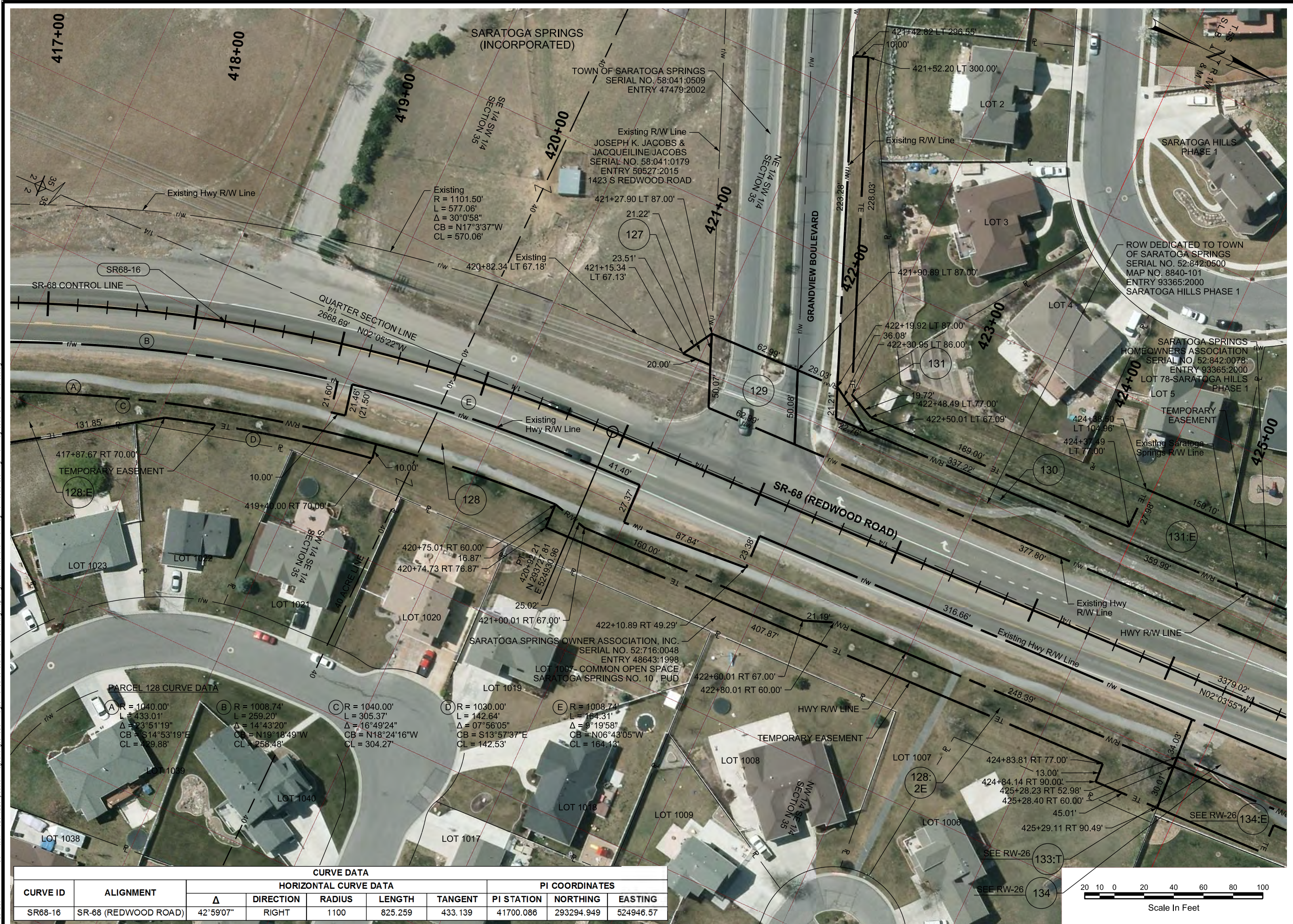
QC CHECKED BY

JDB

RRL

DRAWN BY





CURVE DATA									
CURVE ID	ALIGNMENT	HORIZONTAL CURVE DATA					PI COORDINATES		
		Δ	DIRECTION	RADIUS	LENGTH	TANGENT	PI STATION	NORTHING	EASTING
SR68-16	SR-68 (REDWOOD ROAD)	42°59'07"	RIGHT	1100	825.259	433.139	41700.086	293294.949	524946.57

UTAH COUNTY		SR-68; SARATOGA SPRINGS TO STILLWATER PARKWAY		APPROVED		DRAWN BY RRL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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