



ENT 103725:2015 PG 1 of 18  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Nov 17 10:05 am FEE 68.00 BY SS  
RECORDED FOR SARATOGA SPRINGS CITY

AMENDMENT TO  
AMENDED AND RESTATED MASTER  
DECLARATION,  
SUPPLEMENTAL DECLARATION,  
CREATION OF SUB-ASSOCIATION,  
AND SUPPLEMENTARY RESTRICTIONS

FOR

WILTSHIRE ESTATES

AT

SARATOGA SPRINGS

-----

PLAT 14

**AMENDMENT TO AMENDED AND RESTATED MASTER  
DECLARATION, SUPPLEMENTAL DECLARATION,  
CREATION OF SUB-ASSOCIATION,  
AND SUPPLEMENTARY RESTRICTIONS**

**PERTAINING EXCLUSIVELY TO  
SARATOGA SPRINGS DEVELOPMENT  
PLAT 14 (WILTSHIRE ESTATES)**

**Declaration**

WHEREAS, the undersigned Saratoga Springs Development LLC (hereafter "Grantor") is and was the developer of certain land in Utah County, Utah, including some 640 acres, more or less, known as the "Saratoga Springs Development"; and

WHEREAS, Grantor is also the Grantor under the Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No. 1, Plats 1,3, and 4, Recorded in the Office of the Utah County Recorder as Entry 12514:1997 in Book 4195 at Page 1. (hereafter "Master Declaration"); and

WHEREAS, the "Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No.1" was recorded as Entry No. 12514:1997, in Book 4195, in the Utah County Recorder's Office (the "Master Declaration"); and

WHEREAS, the Master Declaration was amended by the "First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No. 1" recorded as Entry No. 43500:1998 in the Utah County Recorder's Office (the "First Amendment"), which amendment annexed additional property into the subdivision; and

WHEREAS, the Master Declaration was further amended by the "Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No. 1" recorded as Entry No. 77286:1998 in the Utah County Recorder's Office (the "Second Amendment"), which amendment annexed additional property into the subdivision; and

WHEREAS, the Master Declaration was further amended by the "Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and

Easements for Saratoga Springs Subdivision No. 1 for Annexation of Property with Supplementary Restrictions,” recorded as Entry No. 31198:2000 in the Utah County Recorder’s Office (the “Third Amendment”), which amendment annexed additional property into the subdivision and further bound such property with additional “supplemental” restrictions. The supplemental restrictions for Plat 11 lots are incorporated into a separate supplemental declaration, without any changes being made to the provisions thereof; and

WHEREAS, an Amended and Restated Master Declaration (hereafter the “Restated Master Declaration”) was properly adopted and executed by the Saratoga Springs Owners Association and recorded as Entry No. 8402:2006 on January 24, 2006, and the Amended Master Declaration incorporates and supersedes all prior declarations and amendments to declarations of all existing phases of Saratoga Springs Subdivision No. 1, and binds all future annexed property; provided that notwithstanding anything to the contrary, the Supplementary Restrictions, as listed above, were not incorporated into or superseded by the Restated Master Declaration; and

WHEREAS, the Restated Master Declaration includes statements related to supplemental restrictions of the Master Declaration concerning Plats 7, 8, 12, 13, 15, 23, 12-29, the Lake Lots and Waterside Estates; and

WHEREAS, Wardley Development Saratoga Inc. (hereafter "Subdeveloper" or "Successor Grantor") which is also joining in the execution hereof, is the owner of all of land known as Plat 14 (Wiltshire Estates) of the Saratoga Springs Development, more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereafter "Property" or "Subdivision"); and

WHEREAS, under the provisions of the Master Declaration and of the Restated Master Declaration at Article XII, Annexation, as additional land owned and platted by the Grantor adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of the Restated and Restated Master Declaration by annexing the same as provided herein; and

WHEREAS, under the provisions of the Master Declaration and of the Restated Master Declaration at Article XII, Annexation, this Amendment to the Master Declaration (hereafter “Supplemental Declaration”) may supplement the Master Declaration and Restated Master Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate; and

WHEREAS, under the provisions of the Master Declaration and of the Restated Master Declaration at Section 6.02 Sub-Association(s), Grantor has the sole and absolute right to create one or more Sub-Associations for purposes and in a manner which is not inconsistent with the Master Declaration and the Restated Master Declaration; and

WHEREAS, Grantor desires to annex the Property into the area subject to the Master Declaration and the Restated Master Declaration, and Grantor and Subdeveloper also desire to create a Sub-Association and thereby subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, and (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and Subdeveloper and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach and (iii) create a residential development of high quality; and

WHEREAS, the name of the Sub-Association shall be the Wilshire Estates Sub-Association (hereafter the "WESA"); and

WHEREAS, the Property is hereby made subject to this Supplemental Declaration in order to allow for the operation and maintenance of design features exclusive to the Wiltshire Estates neighborhood, including special Supplementary Restrictions of design (subject to stringent architectural review), along with landscaping and property maintenance and also for the ability for the WESA to manage and maintain special common areas and operations exclusive to Wiltshire Estates, such as the security gates, fences and walls, water features, and landscaping; and

WHEREAS, as provided in the Master Declaration at Article III Definitions (definition of "Grantor" on page 3) and the Restated Master Declaration at Article III - Definitions (definition of "Grantor" on page 5) the rights, privileges and duties of Grantor in the Master Declaration and the Restated Master Declaration may be conveyed to "successors and assigns"; and

WHEREAS, Grantor desires to convey to Subdeveloper all of the rights, powers and privileges of the Grantor in the Master Declaration and Restated Master Declaration, but only with regard to the Property and only as it pertains and relates to the Property, retaining in Grantor all of its rights under the Master Declaration and Restated Master Declaration pertaining and relating to all other lands and properties; and

WHEREAS, the Property will be developed in several phases or development units

each of which may be a separately platted subdivision which may have unique characteristics, needs and requirements (including varied building types, land use types and ownership alternatives), the Successor Grantor may, from time-to-time, promulgate further conditions, covenants, restrictions and easements as "supplemental declarations" relating to such separately platted or designated tracts, parcels or subdivisions within the Subdivision;

**NOW THEREFORE:**

The Grantor and Subdeveloper hereby declare that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof.

The covenants and restrictions set forth in this Supplemental Declaration shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon the Grantor, the Subdeveloper and each Owner, and each successor in interest of each, and may be enforced by the Successor Grantor and by any Owner, or by the Owner's Association, as hereafter provided.

The Property continues to be subject to the Restated Master Declaration, except as specifically provided otherwise in this Supplemental Declaration.

For all purposes and in all functions, the role of the Board of the Saratoga Springs Owners Association (hereinafter the "SSOA") in the Restated Master Declaration is supplemented by the role of the Board of the WESA with regard to the Property. The SSOA and WESA shall each have appropriate jurisdiction to interpret, enforce, or implement the Restated Master Declaration with regard to the Property. All responsibility, authority, rights and functions of the "Association" or "Board" under the Restated Master Declaration are unchanged except as specifically assigned to and assumed by the WESA Sub-Association and its Board of Directors in this Supplemental Declaration.

## INTRODUCTION

1. As a planned community, Saratoga Springs has been carefully designed to create a living environment that may be appreciated by owners and visitors. Among the goals of this special development is the preservation of property values through attention to design.
2. The arrangement of land uses, roads and lots is planned to allow for a mix of housing sizes and styles, while concurrently supporting adjoining neighbors in achieving a harmonious environment. To the extent that some lot peculiarities exist, these restrictions have been prepared to assure that adjoining properties may co-exist in complementary ways.
3. Such a unique set of characteristics applies to Plats 14 of Saratoga Springs. These supplementary restrictions have been prepared to assist the lot owner and homebuilder in the construction process for those lots.
4. Each lot may have its own individual peculiarities which should be addressed and discussed with the SSOA Architectural Control Committee (hereinafter the "ACC"). Owners and their respective architects, engineers and designers should visit early and frequently in the acquisition, design and construction terms with the ACC to avoid wasteful expense in redesign or disappointment from anticipation.
5. Where these supplementary restrictions differ with the Restated Master Declaration, the more restrictive shall prevail.

## SECTION I – DESIGN RESTRICTIONS

### “Must Build” Provision

6. Subdeveloper acknowledges that the Grantor has a substantial investment in the Development of Wiltshire Estates and that the success of the Development as a residential community requires that residences be built and occupied, on each **“Lot”**; that speculation be kept to a minimum; and that construction activities, once started, be promptly concluded. Accordingly, in addition to the Master Declaration (Design Criteria) and plan approval process described in the Restated Master Declaration, Grantor has established certain time limits for commencing and completing construction of residences in the Development. These time limits will be measured from the date that the first deed is recorded from the grantor of any lot to the grantee of any lot (the **“Closing Date”**) and

will not be affected by any subsequent transfer or conveyance of the Land. Based on the foregoing, Subdeveloper, on behalf of itself, its transferees, successors and assigns, hereby covenants and agrees to the following terms:

- a. Any grantee receiving ownership of a lot (hereinafter the “Lot Owner”) shall cause building plans, satisfying the requirements of the ACC, for a residence meeting the Design Criteria (a “**Residence**”) to be submitted to and be approved by, the ACC within 12 months of the Closing Date.
- b. The Lot Owner shall cause construction of the Residence to be commenced (as herein after defined) within 18 months of the Closing Date, Notwithstanding the foregoing, the Lot Owner acknowledges and agrees that the Lot Owner may not commence construction of any improvement on the Lot until completion of the private streets and utilities are finished, available for service to the Lot and the City authorizes the lot as open to issuance of a building permit. If such streets and utilities have not been complete and available for a building permit, the 18 month period shall commence upon that City authorization.
- c. Upon commencement of construction, the Lot Owner shall cause construction of the Residence to be diligently pursued to completion. Without limiting the generality of this covenant, if the construction of the Residence is abandoned or ceases for a period of 90 consecutive calendar days, the Lot Owner will be deemed to be in breach of this provision. “Token” construction activities that are not necessary for completion will not be deemed to be diligent construction.
- d. The Lot Owner shall cause construction to be completed (as hereinafter defined) within 12 months of commencement of construction thereof.
- e. As used in this section of the Supplementary Restrictions, (i) construction of a Residence shall be deemed to have been “**Commenced**” on the date as of which the City of Saratoga Springs issues a building permit for the construction of a Residence, based on building plans satisfying the ACC; (ii) a Residence shall be deemed “**Complete**” on the date as of which the City of Saratoga Springs issues a certificate of occupancy for the Residence; and (iii) variations of the terms “Commenced” and “Complete” shall have similar meanings.

7. Time is of the essence with respect to each of these deadlines set forth in the preceding paragraphs 1. (a) through (e), of these Supplementary Restrictions.

8. The Lot Owner acknowledges that its failure to comply with the requirements set forth in paragraphs 1. (a) through (e) above, will result in damages to Grantor and or the Development, which are difficult or impossible to determine. Accordingly, the parties have agreed to the following provisions in an attempt to reasonably provide the Grantor with adequate remedies.

9. If the Lot Owner has not commenced construction of a Residence on the Lot within the 18 month period described in 6(b) above, Grantor shall have the right, but not the obligation, to repurchase the Lot in accordance with the applicable provisions of the Purchase Agreement. Unless this right of repurchase has been exercised within three (3) years of the date of Closing, it shall automatically expire.

10. Without limiting the remedy described in the immediately preceding paragraph or any remedy provided in the Restated Master Declaration and without limiting Grantor's right to seek any remedy other than damages, in the event of a breach of any of the covenants described in paragraph 6 (a) through (e), that is if the Lot Owner (i) fails to submit and obtain approval of its Residence building plans within 12 months of the Closing date, (ii) fails to Commence construction of a Residence with 18 months of the Closing date or any later period permitted in paragraph 1. (b); (iii) fails to diligently cause construction of the Residence to be pursued to Completion; or (iv) fails to cause the Residence to be complete within 12 months of Commencement of construction, the Lot Owner shall pay to Grantor additional consideration, in the form of liquidated damages, in an amount equal to \$50.00 per day for each day the Lot Owner is in breach of one or more of such covenants. Grantor shall have a lien against the Lot to secure such obligation, which may be enforced in any manner permitted by Utah law, including, without limitation, non-judicial foreclosure, or judicial foreclosure. The lien described in this paragraph shall be subordinate to any bona fide first priority deed of trust or mortgage granted by Lot Owner on the Lot to secure the Lot Owner's purchase money or construction financing.

#### **Project Wall, Fence, and Landscaping Improvements**

11. Consistent with the Grantor's development plans and objectives for this Plat 14 Property as a gated, secure and more private property, some different design and development improvements are incorporated.

12. The project wall and/or fence and associated landscaping, constructed by the Grantor around the lot boundary, are considered common area features and improvements. For the purpose of construction, re-construction, maintenance, repair, relocation, replacement, or other service of these facilities, the Grantor, and the successor Owners in WESA, reserve non-exclusive easement rights across the adjoining land and lots. Use of the land and lots subject to this reserved easement shall be consistent with this reserved easement, not unreasonably burden or interfere with its purposes, and be limited to the reasonable vicinity of the work being performed.

13. No fencing shall be constructed along (parallel to) the project wall/fence. No private improvements shall be attached to the project wall/fence. Also no banners, for sale signs, or any other signage of any other type shall be attached or displayed on, over, or above the project wall/fence.

### **The Lot and House Location**

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

- a. Front setback – 25 feet
- b. Side setbacks – 8 feet/12 feet
- c. Rear setback – 25 feet

**15. NOTE – SPECIAL REAR SETBACKS – Wiltshire Lots 201, 202, 203 and 305:** There shall be a ten foot (10') home setback from the designated “Unbuildable Area” zone in the back of the lot.

16. On corner lots or lots that have a street frontage on more than one side, all frontages will be treated as “front” conditions and the 25 foot setback will apply. The property setback line along lots adjoining the Centennial Boulevard project wall/fence, may use a side yard setback if the Centennial side is designated as a side yard.

17. With regard specifically and exclusively to Lots 103, 104, 118, 206, 207, 208, and 307, no out building shall be constructed within 25 feet of any open metal portion of the project fence wall (along Centennial Boulevard).

18. Outbuildings on other lots (and other side and rear yard lines of the above mentioned lots) shall maintain a 10 foot setback from a neighboring lot line.

19. Outbuildings are defined as any shed, free standing garage, or similar storage structure with a roof. Please remember that setbacks are measured from the property line and not the curb line.

### **Home Size and Architectural Design**

20. Plat 14 has been designed with larger lot sizes to allow for somewhat more independent home design, and so that the lot(s) have opportunities (both individually and collectively) to take advantage of the greater amenity-based views. While maintaining

greater flexibility of home design, the quality of construction is expected to reflect a neighborhood with superior values.

21. All homes of a “rambler” or single-story design shall have a minimum floor area of 2,500 square feet of livable area excluding basement and garage spaces. All homes with multiple floors shall contain a minimum of 3,200 square feet of livable area excluding basement and garage spaces. Finished lower level areas that have “walk-out” access may be considered part of the minimum floor area. Non-finished lower level areas may not be considered for the purpose of these calculations. The WESA-ACC shall have final responsibility for the interpretation and application of this regulation.

22. Every home shall have a garage that will accommodate at least three but no more than five automobiles in the thirty-five lots of Wiltshire Estates.

#### **Other Plat 14 Wiltshire Estates Design Criteria**

23. The ACC will look for multiple roof line breaks, off-set roof line breaks and other variations and active architectural design features in reviewing and approving homes.

24. Exteriors shall be of 100% masonry materials (stone, brick, stucco, or masonry-based siding such as Hardi-Plank). Vinyl, aluminum or wood siding boards are specifically not allowed. At least 25% of all elevations must be of stone and/or brick.

25. The use of masonry-based siding – type products such as board and batten, scallop, or shakes and horizontal siding planks may be permitted where strong architectural features are present.

26. Roof materials shall be suited to the architectural style of the home. Roof pitches may be as low as 3/12, as long as multiple roof line breaks are part of the design.

#### **Out buildings**

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

#### **Outside Storage and Parking Prohibition**

28. Despite the provision of language in the Master Declaration in Section 5.15 permitting parking and storage “...in a paved sideyard area next to the garage but behind

*the fence,*” **this provision is rescinded for the 35 lots in Wiltshire Estates, and no** parking or storage of cars, trucks, motorcycles, ATV’s, boats, trailers, snowmobiles, jet skis’ aerial craft of any kind, mobile homes, campers, maintenance equipment, garden equipment or any other equipment of a similar nature, is permitted on the lot, excepting within the garage space of the home. Any storage of construction or landscaping materials (other than temporarily during construction) or mechanical equipment or parts is permitted on the lot, except within the garage space of the home or within an out building.

29. Temporary parking is permitted in the driveway and on the street, but only for temporary purposes (as determined by the WESA-ACC). In this regard, routine or continual overnight parking of a vehicle is not considered temporary, and said vehicle(s) must be inside the garage. No use of the garage which prohibits or limits the use of the garage for parking is permitted.

#### **Flags and banners**

30. No flag poles or banners are permitted that fly seasonal, sporting teams or other flags (other than with a builders model home sales program, and then only as permitted by the ACC), with the exception that any home may have one single flagpole with a state and/or national flag, with the pole not exceeding 16’ in height, and the flag not more than 6’ in length.

#### **Fencing**

31. Other than the project exterior wall/fencing, all fencing shall be dark colored square-tube wrought iron or commercial grade square tube aluminum of no greater than 6 feet in height with no openings between pickets being greater than 4 inches. There shall be no greater than 10 feet between iron support posts. Side yard fences shall also be no higher than 6 feet in height. Homes may use stone or brick support columns with the wrought iron, and if stone or brick columns are used they shall be not larger than 2’ x 2’, no closer than 8’ apart, and shall be of the same stone or brick color and style as used on the primary home.

32. Any private home fence (as opposed to project perimeter fence) that is along a street right-of-way (a side or rear yard situation – since no fencing of the front yard is permitted) shall be located a minimum of 10 feet from the street right-of-way. Please note that the right of way is 13 feet behind the curb. Therefore side yard fencing on a corner lot may be no closer than 23’ feet from behind the curb. This corner lot provision applies to Wiltshire lots 102, 116, 204, 210, and 306.

33. Each fencing proposal must be submitted and approved by the ACC prior to the owner's purchase of materials or contract for installation of any fencing.

34. The WESA-ACC will consider fence construction details and location prior to approval or denial of any application. If localized screening is necessary, owners are encouraged to use landscape materials as approved by the ACC.

35. Owners are discouraged from fencing along the top of slope along on any of the lake lots. If, however, such fencing is required, owners are encouraged to minimize the height.

### **Solar Panels**

36. Solar panels are not permitted on any roof or wall so as to be visible when observing the front elevation on any home within Wiltshire Estates. Solar panels visible when observing any side or rear elevation may be considered by the ACC but may not be visible when observing the side elevation facing the street on a corner lot, nor on a side or rear elevation that presents itself, or is highly visible, from the front of the home.

37. Solar panels may not extend beyond the roof peaks or ridges and should closely match the dark color of the roof shingles. As with all exterior improvements, any proposals to use solar panels shall be approved in writing by the ACC.

## **SECTION II – ASSESSMENTS**

### **Common Area Maintenance and Association Assessments**

38. WESA will be responsible for maintenance of the common area of Plat 14 including, but not limited, to the operation and maintenance of the project gates, walls and fences: along the south side (including fencing along the landscaped utility easement on the south end), north side, and east sides of the Wiltshire Estates project.

39. WESA will negotiate with the Saratoga Springs Owners Association (SSOA) to define responsibilities with regard to the maintenance of all dedicated streets within the Property including snow removal during the winter months. Lot owners within the WESA will continue to be responsible for their fair share of the common area maintenance costs of the larger SSOA.

40. WESA shall maintain the landscape islands and areas within the Wiltshire Estates project as well as the Centennial Boulevard landscaping along Wiltshire Estates, including water features, lighting, and project entries.

41. All expenses of the WESA will be paid for by the owners of the 35 lots. All lot owners agree to pay their prorated share of expenses by way of a monthly assessment imposed by the SSOA on behalf of and at the request of WESA. This assessment is in addition to any other assessments by the SSOA. The WESA may authorize the SSOA to collect extra monies in anticipation of equipment purchases, extraordinary expenses and normal operating reserves. A budget will be set up each year and an annual report of income and expenses will be made to all lot owners. All assessments will be a lien against the lots but will not take precedence over property taxes or first mortgages/first trust deeds that are properly recorded. The Grantor is not required to pay dues.

42. The assessments imposed by WESA will be collected by the SSOA as anticipated in the Restated Master Declaration at Section 8.05 Sub-Association Assessments.

43. The initial WESA per-lot assessment will be \$50.00 per month. This may be changed by the WESA Board of Directors based upon actual operating costs. This dues payment supplements and is addition to the normal SSOA dues.

### **SECTION III – SUBASSOCIATION**

#### **Organization**

43. The Wiltshire Estates Sub-Association shall be organized by the Grantor as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Supplemental Declaration, which shall be consistent with the following enumerated requirements.

#### **Membership**

44. The Association of lot owners is a mandatory association consisting of all lot owners in Wiltshire Estates. WESA shall have two (2) classes of membership-Class A and Class B, described more particularly as follows:

**Class A.** Class A members shall be all the owners with the exception of Class B members, if any. Class A members shall be entitled to vote on all issues before the

Association, subject to the following:

- a. One Vote. Each lot owner shall have one (1) vote.
- b. Multiple Owners. Multiple owners of one lot have just one (1) vote per lot.

**Class B.** Class B member shall be the Declarant and any successor of the Declarant who takes title for the purpose of development and sale of lots, and who is designated as such in a recorded instrument executed by the Declarant. Class B members shall have five (5) votes per lot owned. Class B membership shall terminate and convert to Class A membership Six (6) months after 31 of the 35 lots have been sold and closed or any time prior to that at the sole discretion of the Declarant.

### **Annual Meeting**

45. The date and time of the annual meeting shall be determined by the Board of Directors.

### **Voting Requirement**

46. An owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting if and only if he shall be in full compliance with all the terms, covenants and conditions of the project documents and shall have fully paid all assessments and/or additional charges due.

### **Responsibilities**

47. WESA is responsible for maintaining all common and limited common areas and collecting and accounting for WESA’s dues through the Board of Directors. The Saratoga Springs Owners Associations is responsible to maintain the dedicated streets, including snow removal during the winter months and any other service provided to other members of the Master Association.

### **Board of Directors:**

48. The affairs and business of WESA shall be managed by the Board of Directors. The Board shall have all of the powers and duties necessary for the administration of the affairs of WESA and may do all such acts and things necessary to operate and maintain the project. The Board may delegate its authority to a manager or managers. Subject to the provisions contained in this declaration, the Board shall be responsible for at least the following:

- a. Preparation of an annual budget
- b. Determining the annual assessment of each owner
- c. Managing the Association

#### **Election and Term of Office of the Board of Directors**

48. Initially, the Board of Directors, which consists of a minimum of three (3) members shall be appointed by the Declarant; Wardley Development Saratoga Inc. Two or more offices may be held by one person with the exception of the President. This Board of Directors will serve until such time as 31 of the 35 lots are sold and closed. Once 31 of the 35 lots are sold and closed, Board of Director elections shall be held within four (4) months and every two years thereafter.

#### **Officers**

49. The principal officers of the Association, acting as the Board of Directors, shall be the President, Vice President and Secretary/Treasurer.

#### **Liability of the Board of Directors**

50. The WESA shall indemnify every officer and member of the Board against any and all expenses to which he or she may be a party by reason of being or having been an officer or member of the Board. The officers of the Board shall not be liable for any mistake of judgment, negligent or otherwise and shall not be personally liable for any contract or commitment made by them, in good faith, in behalf of the WESA.

(SIGNATURES ON FOLLOWING PAGE)



Residing at: 5206 Commerce Dr. # 206 Notary Public  
Murray, UT 84107  
My Commission Expires: 1/28/19

STATE OF UTAH )  
 ) ss.  
County of ~~Utah~~ Salt Lake )

On this 22 day of Oct., 2015, before me appeared Lynn E. Wardley and \_\_\_\_\_ known to me to be the signors of the above document, did acknowledge to me that they are the President and Secretary, respectively, of Wardley Development Saratoga, Inc. and that they, being fully authorized to execute the above document on behalf of the corporation, did attach their signatures to the same..

Cariss Despain

Notary Public  
Residing at: 5206 Commerce Dr. # 206 Murray UT 84107  
My Commission Expires:  
1/28/19



## Exhibit A

### Wiltshire Estates Subdivision – Overall Description

A parcel of land, situate in the Southwest Quarter of Section 36 and the Southeast Quarter of Section 35, Township 5 South, Range 1 West, and in the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point of tangency on the north line of Centennial Blvd., which is located North 56°05'45" West 80.77 feet from the Southwest Corner of said Section 36, Township 5 South, Range 1 West; and running

thence North 18°40'52" West 225.46 feet along the north line of said Centennial Blvd;  
 thence Northwesterly 200.95 feet along the arc of a 400.00 foot radius curve to the left (center bears South 71°19'07" West and the chord bears North 33°04'24" West 198.84 feet with a central angle of 28°47'02") along the north line of said Centennial Blvd;  
 thence North 33°01'33" East 384.23 feet;  
 thence North 02°55'49" West 34.56 feet;  
 thence South 47°07'13" East 390.20 feet;  
 thence South 59°51'56" East 468.34 feet;  
 thence South 58°24'39" East 322.40 feet;  
 thence South 60°01'02" East 238.87 feet;  
 thence South 89°38'49" East 47.16 feet;  
 thence South 58°40'50" East 180.64 feet;  
 thence South 44°56'15" West 380.88 feet to the northerly boundary line of Saratoga Springs No. 13;  
 thence North 40°23'55" West 52.24 feet along the northerly boundary line of said Saratoga Springs No. 13;  
 thence North 87°31'41" West 209.31 feet along the northerly boundary line of said Saratoga Springs No. 13;  
 thence South 44°35'57" West 75.91 feet along the northerly boundary line of said Saratoga Springs No. 13;  
 thence Northwesterly 393.17 feet along the arc of a 608.00-foot radius non-tangent curve to the left (center bears South 38°32'13" West and the long chord bears North 69°59'20" West 386.36 feet, through a central angle of 37°03'04"), along the north line of said Centennial Blvd.;  
 thence North 88°30'52" West 83.77 feet along the northerly line of said Centennial Boulevard;  
 thence Northwesterly 514.34 feet along the arc of a 422.00-foot radius tangent curve to the right (center bears North 1°29'08" East and the long chord bears North 53°35'52" West 483.09 feet, through a central angle of 69°49'59") along the northerly line of said Centennial Boulevard to the point of beginning.

Parcel contains: 825,191 Square Feet or 18.94 Acres