

After Recording Return To:
The Cascades at Soldier Hollow HOA
c/o Whitney E. Peterson
1049 S Mont Blanc Court
Midway, Utah 84049

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION**

RECITALS

WHEREAS, on the 14th day of April 2006, the Declarant originally adopted and filed with the County of Wasatch, Utah, the original Declaration of Covenants, Conditions and Restrictions of the Cascades at Soldier Hollow ("Original Declaration"); and

WHEREAS, from time to time thereafter, the membership of the Cascades at Solider Hollow Homeowners' Association enacted amendments thereto; and

WHEREAS, the number of amendments contained in separate documents has made it difficult and unwieldy to understand all the changes to the original Declaration; and

WHEREAS, over 2/3 of the membership have determined, after appropriate notice, to adopt and file or have filed with the County of Wasatch, this Amended and Restated Declaration of Covenants, Conditions and Restrictions approved and effective as of June 28, 2022 (which incorporates all previous amendments as well as additional amendments) in order to have the most up to date CCRs contained in one Declaration;

THEREFORE, NOW, pursuant to Section 10.2 of the Declaration of Covenants, Conditions and Restrictions of the Cascades at Solider Hollow, as amended from time to time, the membership of the Homeowners' Association of the Cascades at Solider Hollow desires to and hereby does amend and restate in one document all changes and amendments to the Declaration dated April 14, 2006, Entry 299883, Book 847, Pages 96-142 (and all changes and amendments thereto) in this Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cascades at Soldier Hollow Homeowners' Association which hereby amends, replaces and supersedes any and all previous Declarations, amendment or statement pertaining thereto and all such shall be null, void and of no legal force or effect.

I. DEFINITIONS

1.1. Association shall mean and refer to THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation.

1.2. Board shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Building Pad shall consist of either (i) the area designated upon a Plat where a Living Unit or other building may be located, or (ii) if no such area is designated upon a Plat, the area located within the Lot boundaries, reduced however, by all setbacks which are required by the terms of this Declaration or by appropriate governmental agencies.

1.4. Common Areas shall mean and refer to that part of the Property which is not included with the Lots (other than Common Area Lots designated upon a Plat), which is owned by the Association and those easements either granted to or reserved for the benefit of the Association or the Owners and intended for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and fixtures and other personal property owned by the Association when the context so requires. Subject to the limitations contained in this Declaration, the Trails are part of the Common Areas. Without limiting the foregoing, and for the avoidance of confusion, Common Area shall include but not be limited to the real property shown on the Phase II Plat (attached hereto as Exhibit "C"), that is not part of a Lot, once such property has been conveyed to the Association by deed or by plat.

1.5. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, recorded in the offices of the Wasatch County Recorder, and any amendments and supplements thereto.

1.6. Design Guidelines shall mean and refer to those guidelines and regulations created by the Declarant for the design and construction of Living Units and other improvements within the Development and the corresponding landscaping of Lots.

1.7. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.8. Environmental Laws shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.9. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.10. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit. Reference to a "Common Area Lot" shall not mean a Lot as described herein.

1.11. Member shall mean and refer to every person who holds a membership in the Association.

1.12. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.13. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.14. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.15. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Wasatch County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.16. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Wasatch County, Utah. Recorded concurrently with this Declaration is a Plat of The Cascades at Soldier Hollow, and executed and acknowledged by Declarant on March 28, 2006, and creating separately numbered Lots. Said subdivision plat was amended, executed and recorded March 15, 2007 in Wasatch County and constitutes a Plat. Unless otherwise specified herein, references to "the Plat" (as opposed to the "Phase II Plat") shall refer to the above-referenced original Plat recorded on March 28, 2006 and amended by an amended plat recorded on March 15, 2007, the Phase II Plat (consisting of Exhibit C hereto), or another Plat, or any or all of said Plats, as context may require.

1.17. Property shall mean and refer to all of the real property which is covered by a Plat.

1.18. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

1.19. Toxic Materials shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws."

1.20. Trails shall mean a system of trails, and easements reserved for the construction and maintenance of such Trails, to be established by Declarant as a Common Area and designated

as such on one or more Maps as the same are submitted to the terms and conditions of this Declaration. Although designated as a Common Area, the Trails are not subject to public use, unless required to be public by the appropriate governmental authority in the foundation documents or otherwise.

- 1.21. Developer shall mean and refer to Cascades II at Solider Hollow, LLC.
- 1.22. Bylaws shall mean and refer to Bylaws of the Cascades at Solider Hollow Home Owners' Association, Inc., recorded in the Wasatch County Recorder's Office as Entry No. 388674 and as amended from time to time.

II. PROPERTY DESCRIPTION

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration and any amendment or supplement thereto consists of the following-described real property situated in Wasatch County State of Utah:

2.1.1 All lots and common areas within the Cascades at Soldier Hollow Subdivision Plat recorded in the amended Plat on March, 15, 2007 in Book 934, Page 1744, Entry Number 317021, Wasatch County Recorder's Office

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion; and,

2.1.2 All real property shown and described in the attached Exhibit C (hereinafter, referred to as "Phase II," meaning and referring to Phase II of the Development) or upon which a Supplemental Declaration is recorded.

2.2 Dedication of Easements for Future Road. In addition to the reservations set forth in Section 2.1 herein above, the Plat discloses the dedication of a 50-foot road easement over Common Area Lots D and G in favor of Midway City for the construction, use and maintenance of a future public street, which public street may be constructed by the City or other third parties according to the City's standards and requirements. Prior to the construction of such public street, the Association, at its sole cost and expense, shall maintain such Common Area Lots D and G in the same manner that other Common Areas are maintained.

2.3 Storm Drain Easements. Common Area Lots as designated upon the Plat are dedicated and reserved for storm drain easements and the temporary holding of storm waters emanating from the Property. The Association shall be solely responsible for the maintenance of such easement areas including but not limited to all storm drain pipelines, ponds, sumps and other equipment and/or improvements constituting such storm drain systems which are not dedicated to the public.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten 10 votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and, if Declarant owns any Lots, they will be converted to a Class A membership on the first to occur of the following events:

(a) Three months after the transfer of Declarant's last Lot to an entity not controlled by Declarant; or

(b) December 31, 2017.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.6.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas, including but not limited to the Trails. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows, with the appropriate identifying information for the applicable Plat inserted:

Lot No. _____, contained within The Cascades at Soldier Hollow Subdivision, as the same is identified in the Plat Recorded _____ in Book _____, Page _____, Entry Number _____; in the "Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow" recorded in Book _____ at Page _____; and all amendments and supplements thereto, as shown on the records of the Wasatch County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and any amendments and supplements thereto, and in the Plats described therein as shown in the official record of the Wasatch County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration and any amendments and supplements thereto shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3. Transfer of Title. Developer shall convey title to various Common Areas depicted on the Phase II Plat as agreed separately between the Association and the Developer free and clear of all liens as such Common Area is substantially completed. In the event the Developer fails to convey the Common Areas by deed or other instrument, the filing of the Plat shall nevertheless be deemed a conveyance of the Common Areas to the Association.

4.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Design Review Committee to approve and designate the point of access from a Lot to any street in accordance with the requirements of Article VIII;

(c) The right of Wasatch County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of the combined classes of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date provided, however that the dedication or transfer of the Trails to any public agency or authority shall not require the consent of the first Mortgages secured by Lots.

4.5. Use of Trails. The Trails shall be private and not for use by the public except by permission of the Association or except as otherwise required by the appropriate governmental authority or foundational documents. The use of the trails is restricted to recreational purposes, including but not limited to hiking, walking, nature study, cross country skiing, biking (excluding motorized bikes or vehicles of any kind), and viewing of scenic areas. Any public use that is specifically allowed is only done so with the express understanding that "an Owner owes no duty of care to keep the premises safe from entry or use by any person entering or using the premises for any recreation purpose or to give any warning of a dangerous condition, use, structure, or activity on those premises to that person." Any person using such Trails shall not have the status of an invitee or licensee to whom a duty of care is owed, and the Declarant, Association and the Owners assume no responsibility for or shall incur any liability for any injury to persons or property caused by the act or omission of the person or any other person who enters upon the Trails. The Declarant, Association and the Owners specifically rely upon the provisions of "Limitations of Landowner Liability - Public Recreation Act, Section 57-14-1, et. seq., Utah Code Annotated, if providing the use of the Trails to the public.

4.6 Common Area Fund Assessment. Effective from the date of this First Amended Declaration of Covenants, Conditions and Restrictions of the Cascades At Soldier Hollow (May 12, 2008), each Owner, except the Declarant, transferring ownership of a Lot, shall pay a "Common Area Fund Assessment" of Two Thousand Dollars (\$2,00.00) to the Association which shall be deposited within 5 days of the recording of the transfer. This Assessment is for the purpose of providing for the maintenance and operation of the Common Area, Trails, common area fencing, landscaping, and features which are the responsibility of the Association. The Common Area Fund Assessment shall be in addition to the assessments provided under Article V and shall be due within 5 days after the recording of the transfer.

4.7 Ponds and Streams. Ponds and Streams within the HOA are for beautification of the HOA and are not for swimming, wading or any type of water play or sport. No person shall play in or enter any Pond or Stream without the express permission of the HOA and then only for the purpose of maintenance. The HOA is not liable for any damage or injury to person or property by reason of any Pond or Stream and the HOA excludes any such liability to the maximum extent

permitted by law. Lot Owners shall not allow their family or friends to enter the Ponds or Streams to throw items into them or in otherwise disturb them in any way. Any violation is punishable by fine of no less than \$500 per violation.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Monthly Assessment. Commencing upon the date established as provided in Section 5.8, each Lot shall be subject to a monthly assessment, but not more than One Hundred Forty Dollars (\$140.00) for 2007. One Hundred Forty Dollars (\$140.00) will be the Maximum Monthly Assessment for 2007. From and after January 1, 2008, the Board of Trustees may increase the Monthly Assessment each year, but by no more than eight percent (8%) above the previous year's monthly assessment without a vote of the membership, which vote may set the monthly assessment at any amount equal to or less than the current Monthly Assessment. To increase the Monthly Assessment more than eight percent (8%) above the Monthly Assessment for the previous year, the change must be assented to by not less than a majority of the of the votes of the combined Classes of Members, present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then current Monthly Assessment amount.

5.4. Special Assessments. From and after the date set under Section 5.8, the Association

may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the votes of the combined Classes of Members, present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5. Common Area Fund Assessment. As provided in Section 4.6, a fee of Two Thousand Dollars (\$2,000.00) is due within 5 days of the recording of transferring of a Lot.

5.6. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3, 5.4, and 5.5 above, the Board may levy at any time Special Assessments: (a) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a), Section 7.4, Section 7.11 or other provisions of this Declaration; and (d) on every Lot at the time the Lot is transferred as a reinvestment fee, not to exceed ½% of the sale price of the Lot (the exact amount to be set by the Board), for the purpose of covering Association expenses, including without limitation: administrative expenses; purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair, or replacement of association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds; common planning, facilities, and infrastructure expenses; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; or charitable expenses (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. Such Reimbursement Assessments shall be paid within 30 days unless otherwise stipulated by a majority vote of the Board of Trustees. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefited.

5.7. Uniform Rate of Assessment. Except as provided in Section 5.6 above, monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold Lot owned by it in the development, shall pay monthly assessments as herein provided for all Lot Owners; provided that until such date as Declarant closes and conveys a Lot to an Owner (other than Declarant), the monthly assessment attributable to such Lot shall be one-fourth (1/4) the regular monthly assessment.

5.8. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on (i) the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, (ii) the date

of occupancy agreement, or the date the Owner actually takes possession of a Lot, or (iii) if either of the foregoing has occurred as of the date of recording of this Declaration, the first day of the month following recording, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$15.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

NOTWITHSTANDING THE FOREGOING, in the event that a majority of the Board of Trustees elects to do so, the Association may provide for the payment of monthly assessments on a quarterly basis, provided such assessments are payable in advance.

5.9. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.10. Effect of Non-Payment Remedies. Any assessment or fine not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.11. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Wasatch County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

5.12 Allocation of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

5.13 Suspension of Voting Rights. If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

5.14 Collection of Rent From Tenant. If an Owner rents their Lot and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The

Board shall establish procedures for collecting rents from tenants, which shall comply with the Utah Community Association Act, as amended from time to time.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall accept all Owners as members of the Association.
- b. The Association shall accept title to all Common Areas conveyed to it by Declarant.
- c. The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, and other Common Area improvements. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. The maintenance of all Living Units and accessory buildings shall be in accordance with the Design Guidelines.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

- d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, excepting all portions of Common Areas shown on the Phase II Plat until construction by Developer is completed and as separately agreed by the Association and Developer. The Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration, except that such duty may be suspended or delegated by contract with Developer as to the property shown on the Phase II Plat until such time as the development of the property shown thereon is completed by Developer.

f. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect fines imposed upon Lot Owners by the Board of Directors and assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall have the right to close all or any portion of a Common Area to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right therein to any person or the public. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge

any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

d. The Board may levy fines against an Owner for any violation committed by the Owner, their guests, tenants, family members, or invitees of the Declaration, By-Laws, or rules and regulations. Fines shall be levied in accordance with a schedule of fines and procedures set forth in a Board resolution. Fines shall be considered assessments and shall be collectable in the same manner as assessments, including the use of liens and foreclosure.

e. The Board shall have such power to annex into the Development the real property shown on the Phase II Plat, and to subject the same to the terms of the Declaration and the Bylaws, and to execute any and all contracts or other documents convenient or reasonably necessary to accomplish such annexation. Such annexation shall be accomplished by the drafting and recording of a Supplemental Declaration, which document shall expressly subject the property shown on the Phase II Plat to the Declaration and Bylaws and shall become effective upon its recordation in the Office of the Wasatch County Recorder. Additionally, the Board shall have the power to grant any necessary or convenient easements or licenses to Developer in regard to the development of Phase II.

f. The Board, in its discretion, shall have the power to make reasonable exceptions to the following provisions of Article VII of this Declaration for Developer during the time in which Developer or its agents are engaged in construction related to the development of the real property shown on the Phase II Plat: 7.1, 7.2, 7.4, 7.5, 7.7, 7.9, 7.11 and 7.14.

6.3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things:

- (a) the use of the Common Areas;
- (b) the use of any roads or utility facilities owned by the Association;
- (c) the collection and disposal of refuse;
- (d) the types of animals permitted and the maintenance of permitted animals on the Property;
- (e) the use of Living Units for business or rental purposes; and
- (f) other matters concerning the use and enjoyment of the Property and the conduct of residents.

The Board may also adopt additional Design Guidelines, in addition to those adopted by the Declarant, for the construction of Living Units; provided, however, that until the earlier of the expiration of ten (10) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, or all Units to be located upon the Property and the Additional Property have been sold to third parties, Declarant shall have the unilateral right to amend or modify the Design Guidelines or to reject any additional Design Guidelines proposed by the Board. Rules and Regulations and/or Design Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7.16.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5. Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Cascades at Soldier Hollow Homeowner's Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000 for any one person injured; \$2,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

- (1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.
- (2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- (3) The Association shall have the authority to adjust losses.
- (4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- (5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6.7. Hearings. The following provisions apply whenever a hearing in front of the Board is required by Utah law, this Declaration, the Bylaws, or the rules and regulations:

6.8. Requesting a Hearing: A request for hearing on a fine must be made in writing within 15 days of the assessment of the fine. A request for hearing on any other issue for which a hearing made be requested must be made within the time required by the Declaration or law. To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Board has sole

authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

6.9 Hearing Procedures/Decision: The hearing shall be conducted by one to three Board members or hearing officers appointed by the Board. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Board or hearing officers shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing is conducted by a hearing officer or hearing officers, the officers shall take the evidence under advisement, then shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. If any member of the Board is present at the hearing, the member or members present may make a final determination at the hearing or may take the matter under advisement. Once a decision is rendered, the Board shall give written notice of their decision to the requesting Owner.

VII. USE RESTRICTIONS

7.1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit; provided, however nothing herein shall preclude the use of a home office. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Building Features and Materials. See Exhibit B—Design Guidelines. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Design Guidelines in effect on the date the Lot Owner submits his plans to the Design Review Committee. The Design Guidelines may be amended from time to time by the Board of Trustees. Reference must be made to the current Design Guidelines for additional requirements and conditions for the design and construction of Living Units.

(a) Building Location. Each building (including Living Unit) shall be located such that:

(i) Subject to the provisions of this subparagraphs (a) (i) providing for “Minimum Approved Setback Requirements” (as defined below) and (a) (iii) below providing a procedure for a variance, all buildings shall be located upon a Lot solely within the Minimum Approved Setback Requirements, regardless of the designation of a Building Pad or setbacks as shown on the Plat, and oriented as may be required by or consented to by the Design Review Committee in accordance with the provisions of Article VIII. Notwithstanding the designation of a Building Pad and/or setbacks for a Lot upon the Plat, the Declarant has determined that setbacks established upon the Plat may be disregarded as long as the following “Minimum Approved Setback Requirements” are complied with by Owners for Lots as follows: (a) except for the designated Lots as provided in (c) below, for Lots with areas of .5 acres or larger, a front yard setback of 40 feet, a rear yard setback of 40 feet and side yard setbacks of 20 feet each; (b) for Lot 2 and Lots with areas of less than .5 acres, a front yard setback of 40 feet, rear yard setback of 30 feet and side yard setbacks of 15 feet each; and (c) for the following Lots, namely Lots 1, 5, 15, 16, 21, 22, 34 and 45, a front yard setback of 40 feet, a rear yard setback of 30 feet and side yard setbacks of 20 feet each.

(ii) For the purposes of this covenant, steps and open porches shall be considered as a part of a building, and same may not extend beyond the Building Pad or the area of any setback.

(iii) Notwithstanding the provisions of subparagraph (a) (i) above, the Design Review Committee shall have the authority, at the request of the Owner of any Lot and based upon a showing of good cause, to grant a variance to the “Minimum Approved Setback Requirements” as specified in subparagraph (a) (i), to modify one or more of the Minimum Approved Setback Requirements for such Lot (regardless of what is shown on the Plat), provided the Design Review Committee determines in its discretion that: (x) the existing requirements would create an unreasonable hardship or burden on an Owner or a change of circumstances since the recordation of the Plat and this Declaration has rendered such restriction obsolete; and (y) the activity permitted under the variance will not have any substantial adverse effect on other Owners and is not inconsistent with the intent to create open spaces and views between Living Units. Any variance granted by the Design Review Committee shall be evidenced in writing signed by a representative of such Design Review Committee. The grant of any variance as to any Lot as provided in this subparagraph (iii) shall not constitute a waiver of the requirements of subparagraph (a) (i) above and does not affect the ability of the Design Review Committee to withhold its approval of any similar request subsequently made.

(iv) Nothing in this subparagraph (a) shall be construed as permission for any Owner to violate the setback requirements of any governmental entity having jurisdiction over the Property.

(b) Size limitation and Height of Living Unit. The Living Unit to be constructed upon each Lot shall be limited in the size of its total footprint (measured by the outer boundaries of the Living Unit including garage) and the maximum and minimum square

footage of the Living Unit, according to the requirements of Exhibit "A" attached hereto. The square footage requirements for maximum and minimum square footages of the Living Unit shall be exclusive of the square footage contained within garages. The maximum height of any feature upon any Living Unit shall not exceed thirty-five (35) feet or such lower height required by applicable building codes. Any deviation in size requirements as set forth on Exhibit "A" must be approved in writing by the Design Review Committee prior to any construction.

(c) Garages. Garages must be fully enclosed and located within the Building Pad, accommodate a minimum of two cars and be equipped with an automatic garage door opener. Carports are not permitted within the Subdivision.

(d) Exterior Building Wall Materials. See Exhibit B—Design Guidelines

(e) Roof, Soffit and Facia. See Exhibit B—Design Guidelines

(f) Windows. See Exhibit B—Design Guidelines

(g) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be located solely within the Building Pad, shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the Living Unit. All such appurtenant buildings shall be subject to the approval of the Design Review Committee before their construction and/or installation.

(h) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable; all chimneys shall be covered with a hood to hide the flue system.

(i) Mailboxes. See Exhibit B—Design Guidelines

(j) Fences and Walls. No fencing shall be permitted upon any Lot, with the following exceptions. In the event that any Owner installs any swimming pool or similar improvement upon a Lot, the same shall be fenced according to applicable building and safety codes and such fencing materials shall be limited to wrought iron of natural colors approved by the Design Review Committee. All permitted fences on a Lot shall be maintained by Owners and the same shall not be permitted to go into disrepair.

(k) Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by Design Review Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and driveways are not permitted. Asphalt driveways may be approved based upon particular circumstances and extraordinary needs, all such asphalt driveways to be approved by the Design Review Committee.

(l) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be

screened from view.

(m) Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved in advance by the Design Review Committee. Satellite dish antennas shall not be permitted on roofs.

(n) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(o) Pools, Spas, Fountains, Game Courts, Etc. Pools, spas, fountains, game courts, children's play sets, etc. shall be approved by the Design Review Committee and shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Children's play sets shall not exceed ten (10) feet in height. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(p) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(q) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows unless screened from view and approved by the Design Review Committee. Swamp coolers are not permitted.

(r) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(s) Exterior Lighting. It is intended that the Property and Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided. Consistent with these objectives, Owners of a Lot shall be permitted to utilize accent and spot lights on the Living Unit located upon such Lot as long as the same utilize the "dark sky" concept and are downward reflecting.

(t) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of a Lot.

(u) Site Grading and Drainage. Wasatch County and other applicable governmental agencies require that each Lot Owner retain on his own Lot, water runoff in accordance with the approved grading and drainage plan submitted by the Declarant in connection with its application for subdivision approval. CAUTION: each Owner shall be solely responsible for any and all drainage requirements necessitated by construction of such Owner's Living Unit or any damage or loss occasioned by water runoff.

(v) City and Other Approval. Approval of any improvements by the Design Review Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Design Review Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Design Guidelines.

(w) Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers shall not be permitted on any Lot.

7.4. Landscaping and Common Area Improvements. (a) Except for the construction of a Living Unit which is approved in accordance with the procedures set forth in Article VIII, each Owner shall be restricted from removing or modifying trees (4 inches in caliper or larger) which are located upon and naturally grow upon such Owner's Lot, unless the same shall be dead or dying. Each such Owner shall be responsible at his own cost and expense to maintain and water all such trees, including any which Declarant may have installed upon such Lot during development of the Subdivision or which are installed by Owner (or predecessor) after approval by the Design Review Committee in accordance with the requirements of Section 8.2. All trees, shrubs and other vegetation (excluding annuals) to be installed to the front of any Living Unit or the side yard of any Lot abutting a street shall be approved by the Design Review Committee prior to installation. The addition to, modification of, or removal of trees and other approved vegetation (including removal of the same because of death which is not thereafter replaced by substitute approved vegetation) without the prior approval of the Design Review Committee shall be deemed a violation of the requirements of Owner to maintain the same and the Design Review Committee shall have the right to require Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of Common Areas and the installations of utilities serving the Subdivision.

7.5. Parking and Recreational Vehicles. No large trucks and commercial vehicles belonging to Owners, guests, or other residents of the Property shall be parked within the Development, except temporary parking not to exceed 24 hours. No boats, travel trailers, equipment trailers, snowmobiles, all-terrain vehicles, wheeled or tracked vehicle, motor or recreational vehicle shall be parked within the Development, unless in a fully enclosed garage. All motorcycles, cars, and passenger trucks belonging to Owners, guests, or other residents of the Development must be parked either completely on the Owner's driveway or in a fully enclosed garage except for temporary parking not to exceed 24 hours for any such vehicle. Owners may apply for a specific variance for short-term guests by submitting to the Association the make, model, and license plate numbers of such vehicles.

7.6. Pets. No animals other than household pets (not exceeding two in number of dogs and/or cats) shall be kept or allowed on any Lot, in any Living Unit, or within any part of the

Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Design Review Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- a. Pedestrian and bicycle access to and from and movement within the Development.
- b. Recreational use by Owners and occupants of Living Units and their guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units.
- e. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Design Review Committee.

7.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements upon a Lot.

7.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in 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 Unit or appurtenant structures.

7.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Design Review Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.11. 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 Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices

(except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units. Additionally, prior to construction of a Living Unit upon any Lot, the Lot Owner is required to keep the Lot clear of all debris and keep any vegetation on his Lot to a height of less than 12 inches. If an Owner fails to maintain his Living Unit or Lot to these standards, then after a 14-day notice, the Association shall have the right to contract for the necessary clean up and maintenance and the cost of such work together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.6) to which such Lot is subject.

7.12. Right of Entry. During reasonable hours, any member of the Design Review Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.13. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- a. Such signs as may be required be legal proceedings.
- b. Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.
- c. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.
- d. Political Signs not exceeding 24 by 36 inches in size, further provided that such signs may be displayed only for a period of 45 days before a primary or general election through a date one day after each such election, as applicable.

7.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Design Review Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection.

7.15. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Development or any portion thereof in violation of any Environmental Laws.

7.16. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner; or

c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

VIII. DESIGN CONTROL

8.1. Design Review Committee. The Board of Trustees of the Association shall appoint at least three-member Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee and the Declarant or Committee has received notice of the identity of the Contractor and all required fees and deposits listed in Section 8.5 below are received by the Association. All such plans and specifications shall be consistent at the time of submission with the Design Guidelines and/or the Design Guidelines which shall be from time to time adopted by the Board of Trustees. Failure to comply with this requirement will be considered a continuing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed and immediately due. The fine shall be assessed if the violation is not cured within 48 hours of the first violation notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is exhausted, all fines are immediately due. The amount of this fine may be changed by a resolution approved by the Board of Trustees

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Living Units within the Property conform to and harmonize with the Architectural Design Guidelines, existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. Approval Procedure. The Owner's plans, specifications, and the forms as provided by the Committee and outlined in the Architectural Design Guidelines shall be submitted either as a PDF file or if printed, in duplicate along with a \$1000 Review Deposit (made payable to the Association). This Review Deposit is to fee for the work to review the plans and ensure compliance. If actual expenses exceed the \$1000, the Owner will be responsible to pay the overage. A preliminary review of design drawings will be required with a final review to be made of working drawings.

(a) All plans and specifications shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the completed items outlined in the Architectural Design Guidelines (for example: completed plans, specifications, sample boards, forms provided by the Committee, Deposits, etc.). In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

(b) The Committee, at its discretion, may elect to accept as a partial submission for the Owner's dwelling and outbuildings all items and deposits described in the Architectural Design Guidelines except for the dwelling's and outbuilding's materials and the color choices of all materials, and the Living Unit's landscaping plans, and approve or reject the Owner's dwelling and buildings plans and specifications, while deferring consideration for of the unsubmitted items. This partial submission acceptance must be acknowledged to the Owner by the Committee by means of letter or email. The Owner must receive approval from the Committee of any deferred considerations prior to any construction or installation of the dwelling's and outbuilding and the landscaping.

(i) This partial acceptance does not release the Owner from submitting and receiving the Committee's approval of the dwelling's materials and the color choices of all materials, and the Lot's landscaping plan as described in the Architectural Design Guidelines.

(ii) All plans and specifications for the materials and the color choices of all materials on the dwelling or outbuildings, and the Lot's landscaping plan shall be approved or disapproved by the Committee in writing or email within thirty (30) days after submission of the complete plans, specifications, sample boards, and forms provided by the Committee as described in the Architectural Design Guidelines. In the event the Committee fails to take any action within such period it shall be deemed to have approved the plans and material submitted.

8.5. Deposits. The Design Review Committee shall require that an Owner make a deposit in the amount of \$10,000.00, in favor of the Association, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. No person shall commence any work or improvement until such deposit has been properly posted with the Association. The deposit made under this Section 8.5(a) is intended to assure (1) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the installation of landscaping or in the construction of improvements; (2) compliance with the requirements of this Declaration; and (3) the Association's monitoring of the landscaping or construction of Improvements and work according to the requirements of Section 8.7 below; and (4) compliance with Design Review guidelines and

instructions. Any costs deemed necessary by the Board of Directors to bring Owner's Living Unit or Lot into compliance with the requirements of Section 8.7 below will be deducted from this deposit. Any costs deemed necessary by the Board of Directors to bring the Owner's Living Unit or Lot into compliance with the Design Review guidelines will be deducted from this deposit.

In the event that such deposit is not sufficient to cover the Association's costs of monitoring construction or otherwise requiring compliance with the objectives of Section 8.5, the Owner shall be responsible for any additional costs.

8.6. Deleted by Amendment.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All construction activities shall be limited to periods between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. Saturday. No construction activities are allowed on Sundays. These hours may be adjusted by a resolution by the Board of Trustees.

(iii) The front, side and back yards of each Lot shall be landscaped within a period of up to four (4) months following completion of the exterior of the structure or occupancy of the Living Unit whichever is first; provided, however, that if completion of or occupancy of a Living Unit occurs between September and March and weather conditions preclude the installation of landscaping, such landscaping shall be completed not later than July 1 following the September through March timeframe.

(iv) As described in Article 8.3 above, no construction shall begin without receiving approval on elevations, building site placement, and materials and color selections from the Design Review Committee. No changes or modifications or substitutions shall be made to the elevations, building site placement, designs, and materials selections approved by the Design Review Committee without first receiving written approval of the Design Review Committee. Failure to comply with this requirement will be considered an ongoing repeating violation and will, unless otherwise stated in a fine schedule approved by the Board, result in a fine of \$100.00 per day being assessed. The fine shall be assessed if the violation is not cured by receiving the appropriate approvals within 48 hours of notice or the minimum timeframe allowed by law, whichever is shorter. If a shorter timeframe is allowed by law, the Board may adopt this by rule. If the Compliance Deposit has been paid, the fines will be deducted from the Compliance Deposit until the violation is corrected or approval is received from the Design Review Committee. If there is no Compliance Deposit paid or the Compliance Deposit is exhausted, all fines are immediately due.

The amount of this fine may be changed by a resolution approved by the Board of Trustees.

(v) Comply with any and all construction guidelines and rules as outlined in the current Design Guidelines.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be placed in containers. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot. During the construction period, each construction site shall be kept neat and trash containers and debris shall be promptly removed from public or private roads, open spaces and driveways. Failure to follow such guidelines will result in fines as per the current fine schedule approved by the Board of Trustees. These fines will be deducted from the Compliance Deposit or if the Compliance Deposit is fully exhausted then these fines will become immediately due and payable.

(c) Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

(d) Construction crews shall not park on, or otherwise use for storing construction materials, excess fill, trash containers, other lots or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Design Review Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Developer. The provisions of Section 8.5(a) shall not apply to Developer and the Board of Trustees shall have the authority to make reasonable exceptions or to waive other provisions in Article VIII for Developer during the period of time that the Developer or its agents are performing construction work to develop the real property shown on the Phase II Plat.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

8.11. Approval of Contractor. Deleted by Amendment recorded on September 19, 2019.

IX. RESERVED

X. MISCELLANEOUS

10.1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

10.2. Amendment. Subject to the provisions of Section 2 of Article VIII of this Declaration any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all membership votes, which Members present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.3:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.
- (b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.
- (c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4 Leases. "Lease" means granting the right to use or occupy a Living Unit to a non-owner while no Owner occupies the Living Unit as their primary residence. If the Association restricts the number of rentals, the restriction on the number of rentals shall not include the following classes of Owners: (1) an Owner in the military for the period of the Owner's deployment; (2) a Living Unit occupied by the Owner's parents, child, or sibling; (3) an Owner who occupies the Living Unit as their primary residence and whose employer has relocated the Owner for no less than two years; (4) a Living Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current occupant of the Living Unit or the parent, child, or sibling of the current occupant of the Living Unit. Except as described below, Living Unit owned by business entities shall be considered leased regardless of who occupies the Living Unit. A Living Unit shall not be considered leased if owned by a business entity formed as an estate planning instrument, if the Living Unit is occupied by the grantor or beneficiary of the estate planning mechanism. Leasing of Living Unit shall be subject to the following restrictions:

(a) Living Unit may be rented only to a single family as defined in the current statutes of Midway City. Dormitory, hostel, hotel, roommate, nightly rentals are strictly prohibited. Additionally, subletting is prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any Owner who leases their Living Unit shall be responsible for assuring the occupants' compliance with the Association Documents.

(c) Initial Lease Term. The minimum initial lease term shall be six months. Any lease for less than an initial term of six months will be considered nightly and is prohibited. Any lease to a business entity shall be considered a nightly rental and is prohibited. Any time a new set of occupants lease the Living Unit, they shall be subject to the minimum initial lease term.

(d) Convicted Criminals/Background Checks. Living Unit may not be leased to felons or registered sex offenders. Prior to leasing a Living Unit, Owners shall perform a criminal background and sex offender registry search. Owners shall provide the Board with a self-authenticating declaration affirming, under penalty of perjury, that the Owner has performed a criminal background check on all persons occupying a leased Living Unit Lot, that none of the applicants are known felons or registered sex-offenders, and that Owner is not knowingly leasing the Unit to any known felons or persons listed on the sex-offender registry.

(e) Lease Agreements - Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Project Documents,

as amended from time to time. Additionally, lease agreements shall have a prohibition against subletting. Owners shall provide the Association with a copy of the lease agreement and contact information for the tenants. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(f) **Violations of Rental Restrictions.** If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Living Unit, or leases their Living Unit without Board approval, the Board may assess fines against the Owner and the Living Unit in an amount to be determined by the Board. This will be considered an ongoing, continuing violation for the duration of the violation, so notice of violation will only be given once and each additional day the violation continues will be considered a continuing violation subject to a daily fine as outlined in the current fine schedule approved by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).

(g) **Failure to Take Legal Action.** Failure by an Owner to take legal action against an occupant who is in violation of the Association Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all action for and in behalf of said Owner including, the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

(h) **Recovery of Costs and Attorney Fees; Owner Liable.** The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot and/or Living Unit as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

10.5. **Declarant's Rights Assignable.** All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6. **Dissolution.** Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is

not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities, if any, indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of Wasatch County, Utah.

10.8. Enforcement by City. If the Association fails to maintain the Common Areas, the common access roadways, along with the curbs, gutters and sidewalk, in good order and condition, the City of Midway shall have the right, but not the obligation, upon giving the Association thirty (30) days' notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10. Property Part of Development. The Property shall comprise the Cascades at Soldier Hollow Subdivision.


10.11. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

[Signature Page and Notary Acknowledgement on Next Page]

IN WITNESS WHEREOF, the Association, by and through its President, has executed this Amendment to the Declaration as of the 1st day of September 2022.

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION


Whitney E. Peterson
President

STATE OF UTAH)
:SS
County of Wasatch)

On the 1st day of September 2022, personally appeared Whitney E. Peterson who, executed the within instrument on behalf of The Cascades at Soldier Hollow Homeowners' Association and being first duly sworn, did say that he is the President of the Association and certified that the proper votes were obtained as required by the Declaration and the Bylaws and that said instrument was signed and sealed on behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.


Notary Public for Utah

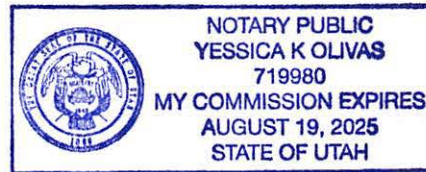


Exhibit "A"

Living Unit Square Footage Limitations

Lot SpecificsResidence

PLAT #	LOT TYPE	LOT SF	ACRES		MAX SF*	MAX SF FOOTPRINT* *	MIN SF***
1	Villa	32,234.4	0.74		6,000	4,500	2,800
2	Manor	41,817.6	0.96		8,000	5,600	3,500
3	Manor	42,688.8	0.98		8,000	5,600	3,500
4	Manor	42,688.8	0.98		8,000	5,600	3,500
5	Villa	21,780.0	0.50		5,000	3,800	2,400
6	Manor	41,817.6	0.96		8,000	5,600	3,500
7	Villa	23,522.4	0.54		6,000	4,500	2,800
8	Villa	21,780.0	0.50		5,000	3,800	2,400
9	Villa	26,571.6	0.61		6,000	4,500	2,800
10	Manor	37,026.0	0.85		8,000	5,600	3,500
11	Villa	28,314.0	0.65		6,000	4,500	2,800
12	Villa	21,780.0	0.50		5,000	3,800	2,400
13	Villa	21,780.0	0.50		5,000	3,800	2,400
14	Villa	21,780.0	0.50		5,000	3,800	2,400
15	Villa	21,780.0	0.50		5,000	3,800	2,400
16	Villa	21,780.0	0.50		5,000	3,800	2,400
17	Villa	21,780.0	0.50		5,000	3,800	2,400
18	Villa	21,780.0	0.50		5,000	3,800	2,400
19	Villa	21,780.0	0.50		5,000	3,800	2,400
20	Villa	21,780.0	0.50		5,000	3,800	2,400
21	Villa	30,927.6	0.71		6,000	4,500	2,800
22	Villa	21,780.0	0.50		5,000	3,800	2,400
23	Villa	21,780.0	0.50		5,000	3,800	2,400
24	Villa	21,780.0	0.50		5,000	3,800	2,400
25	Villa	23,958.0	0.55		6,000	4,500	2,800
26	Villa	21,780.0	0.50		5,000	3,800	2,400
27	Villa	21,780.0	0.50		5,000	3,800	2,400

PLAT #	LOT TYPE	LOT SF	ACRES		MAX SF	MAX SF FOOTPRINT*	MIN SF***
28	Villa	21,780.0	0.50		5,000	3,800	2,400
29	Villa	21,780.0	0.50		5,000	3,800	2,400
30	Villa	21,780.0	0.50		5,000	3,800	2,400
31	Villa	21,780.0	0.50		5,000	3,800	2,400
32	Villa	21,780.0	0.50		5,000	3,800	2,400
33	Villa	21,780.0	0.50		5,000	3,800	2,400
34	Villa	21,780.0	0.50		5,000	3,800	2,400
35	Villa	21,780.0	0.50		5,000	3,800	2,400
36	Villa	23,086.8	0.53		6,000	4,500	2,800
37	Villa	21,780.0	0.50		5,000	3,800	2,400
38	Villa	21,780.0	0.50		5,000	3,800	2,400
39	Villa	21,780.0	0.50		5,000	3,800	2,400
40	Villa	21,780.0	0.50		5,000	3,800	2,400
41	Villa	21,780.0	0.50		5,000	3,800	2,400
42	Villa	21,780.0	0.50		5,000	3,800	2,400
43	Villa	21,780.0	0.50		5,000	3,800	2,400
44	Villa	21,780.0	0.50		5,000	3,800	2,400
45	Villa	24,393.6	0.56		6,000	4,500	2,800
46	Villa	23,958.0	0.55		6,000	4,500	2,800
47	Villa	21,780.0	0.50		5,000	3,800	2,400
48	Manor	34,412.4	0.79		8,000	5,600	3,500
49	Cottage	20,473.2	0.47		5,000	3,800	2,400
50	Cottage	18,295.2	0.42		5,000	3,800	2,400
51	Cottage	18,730.8	0.43		5,000	3,800	2,400
52	Cottage	14,810.4	0.34		5,000	3,800	2,400
53	Cottage	14,810.4	0.34		5,000	3,800	2,400
54	Cottage	15,246.0	0.35		5,000	3,800	2,400
55	Cottage	15,246.0	0.35		5,000	3,800	2,400
56	Villa	25,264.8	0.58		6,000	4,500	2,800
57	Cottage	15,246.0	0.35		5,000	3,800	2,400

PLAT #	LOT TYPE	LOT SF	ACRES		MAX SF*	MAX SF FOOTPRINT* *	MIN SF***
58	Cottage	16,988.4	0.39		5,000	3,800	2,400
59	Cottage	20,037.6	0.46		5,000	3,800	2,400
60	Cottage	20,908.8	0.48		5,000	3,800	2,400
61	Cottage	15,246.0	0.35		5,000	3,800	2,400
62	Cottage	18,730.8	0.43		5,000	3,800	2,400
63	Cottage	15,246.0	0.35		5,000	3,800	2,400
64	Cottage	16,117.2	0.37		5,000	3,800	2,400
65	Cottage	15,681.6	0.36		5,000	3,800	2,400
66	Cottage	17,859.6	0.41		5,000	3,800	2,400
67	Cottage	20,037.6	0.46		5,000	3,800	2,400
68	Cottage	16,552.8	0.38		5,000	3,800	2,400
69	Cottage	20,037.6	0.46		5,000	3,800	2,400
70	Cottage	20,908.8	0.48		5,000	3,800	2,400
71	Cottage	17,859.6	0.41		5,000	3,800	2,400
72	Cottage	15,681.6	0.36		5,000	3,800	2,400

* Max Square Feet = Maximum Living Square Footage (Main and Upper Level, does not
 ** Max Square Feet include Garage) Maximum Lot Coverage at Grade Level Including
 *** Footprint = Minimum Square Feet = Garage
 Minimum Living Square Footage (Main and Upper Level, does not include Garage)

Cottage Lot = .33 to .49 Acre 23 of 72 Lots or 32.00%
 Villa Lot = .50 to .74 Acre 43 of 72 Lots or 60.00%
 Manor Lot = .75 to 1.0 Acre 6 of 72 Lots or 8.00%

**Exhibit B—Amended Design Guidelines
Effective March 21, 2016**

When Recorded Return to:
Wasatch Mountain Development LLC
1049 Eden Prairie Way
Midway UT 84049

Ent 422459 Bk 1153 Pg 1350-1363
Date: 21-MAR-2016 2:01:34PM
Fee: \$108.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DANCE DOUG

Amended Design Guidelines for the Cascades at Soldier Hollow

As authorized in Section 6.3 of the Declaration of Covenants, Conditions, and Restrictions of the Cascades at Soldier Hollow recorded 14 April 2006 and amended and recorded 12 May 2008 in the Wasatch County Recorder's Office, the Declarant, Wasatch Mountain Development LLC, hereby modifies the Design Guidelines for the Cascades At Soldier Hollow Subdivision to the attached. Please note that these are also subject to future modification by the Board of Trustees of Cascades at Soldier Hollow HOA so check with them for the latest version.

These Design Guidelines are binding for the following real property:

All of lots 1 through 72, and the common areas in The Cascades At Soldier Hollow Subdivision, Amended According to the Official Plat thereof on file and of record in the Wasatch County Recorder's Office, Utah

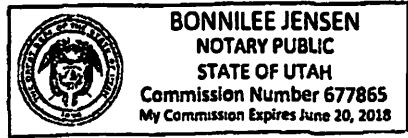
Lot #	Serial #	Lot #	Serial #	Lot #	Serial #	Lot #	Serial #
Lot 1	OZH-0001-0-003-044	Lot 19	OZH-00019-0-003-044	Lot 37	OZH-00037-0-003-044	Lot 55	OZH-00055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-00056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-00057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-00058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-00059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-00060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-00061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-00026-0-003-044	Lot 44	OZH-00044-0-003-044	Lot 62	OZH-00062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-00063-0-003-044
Lot 10	OZH-0002-0-003-044	Lot 28	OZH-00028-0-003-044	Lot 46	OZH-00046-0-003-044	Lot 64	OZH-00064-0-003-044
Lot 11	OZH-0002-0-003-044	Lot 29	OZH-00029-0-003-044	Lot 47	OZH-00047-0-003-044	Lot 65	OZH-00065-0-003-044
Lot 12	OZH-0002-0-003-044	Lot 30	OZH-00030-0-003-044	Lot 48	OZH-00048-0-003-044	Lot 66	OZH-00066-0-003-044
Lot 13	OZH-0002-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-00067-0-003-044
Lot 14	OZH-0002-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-00068-0-003-044
Lot 15	OZH-0002-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-00069-0-003-044
Lot 16	OZH-0002-0-003-044	Lot 34	OZH-00034-0-003-044	Lot 52	OZH-00052-0-003-044	Lot 70	OZH-00070-0-003-044
Lot 17	OZH-0002-0-003-044	Lot 35	OZH-00035-0-003-044	Lot 53	OZH-00053-0-003-044	Lot 71	OZH-00071-0-003-044
Lot 18	OZH-0002-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-00072-0-003-044

Dated March 21, 2016

Wasatch Mountain Development LLC

By Douglas Dance, its Manager

State of Utah)
)ss
County of Wasatch)



On the 21nd day of March, 2016 before me Bonnilee Jensen, a notary public, personally appeared Douglas Dance who proved to be the person whose name is subscribed to this instrument and certified that he is the Manager of Wasatch Mountain Development LLC and executed the foregoing instrument on behalf of said LLC.

Notary Public

Building Requirements in Cascades at Soldier Hollow Subdivision

Architectural Design Guidelines for The Cascades at Soldier Hollow**Mission Statement**

Some neighborhoods have a special quality that makes them appealing to live in and memorable to visit. Examples can be found throughout Europe, as well as in many older American communities, such as Martha's Vineyard, MA, Coral Gables, FL, Winnetka, IL and even closer to home in Salt Lake City, the Harvard/Yale and Federal Heights neighborhoods.

Whether centuries or just decades old, these neighborhoods have a timeless quality. They have retained their character and appeal in a world of change. What makes them so unique and durable?

Timeless neighborhoods and developments seem to have several common characteristics that give them lasting charm and grace:

- Their architecture was consistent, yet allowed for subtle individual expression
- They had a limited range of building materials
- They were designed with care and attention to detail
- They were often served by tree-lined streets with open space, trails and parks

In older communities these characteristics evolved naturally – architectural practices were learned locally, a limited range of building materials were available nearby, and there was a strong tradition of formal street trees, stately landscapes and public parks for leisure and social interaction.

However, in today's mobile world, these constraints no longer occur naturally – we can obtain any building material from anywhere in the world, a designer can emulate any architectural style and landscapes are generally an afterthought. The unfortunate result is that many contemporary neighborhoods are often a hodge-podge of individual architectural styles, materials and landscapes rather than a cohesive neighborhood. In their enthusiasm to innovate, to be "modern", many developments have created communities that lack neighborhood identity, comfort and charm.

At The Cascades at Soldier Hollow, we have the opportunity to start fresh. We have the opportunity to design homes and a community that bring about a traditional European design community and capture the grace, individuality and compatibility of an old world country elegance that blends Midway's history with its future, much like the country communities of Europe. To achieve this, we have adopted design guidelines that will assure a basic consistency to The Cascades at Soldier Hollow neighborhood, with timeless old world heritage and country charm.

Although The Cascades at Soldier Hollow features a variety of settings, home types and lot sizes, these Design Guidelines will knit them together in a cohesive neighborhood characterized by:

- An appropriate fit of the house to the lot and to the adjacent homes and relationships to common open space
- Timeless, traditional old world architecture such as steep gable roofs, towers, arches, portico entries, carriage houses and deeply set windows and doors
- Materials of permanence and quality such as roofs of slate, walls of stone, brick and stucco, brick and stone paving, divided lite windows, heavy timber doors and detailing, wrought iron light fixtures, etc.
- A lush landscape setting that will accent and blend The Cascades at Soldier Hollow homes into a unified neighborhood

At The Cascades at Soldier Hollow, our goal is to achieve a level of overall architectural unity that still allows variety and individual expression. It is also our intent to avoid incompatible architectural and landscape styles that will diminish the value of adjacent properties. The guidelines still leave latitude in the design of individual homes. Further, we will be happy to consider variations to these guidelines, if designs are demonstrated to be compatible with the overall Cascades at Soldier Hollow image. Please note that all approvals must be in writing and reference specific plans and sample boards. Any changes from these approved exterior plans, colors, or materials require a resubmission to the Design Review Committee (DRC) for written approval. As per Section 8.7(a)(iv) beginning construction or installing exterior materials without specific written approval may require the removal of such material and /or fines of \$100 per day until all violations are corrected.

Building Requirements in Cascades at Soldier Hollow Subdivision

1. "FIT" ON LOT

- 1.1 **Zoning.** The applicable zoning code for The Cascades at Soldier Hollow is: RR-1-15 Residential Resort as described in the Midway Land Management Code. Each lot owner should acquaint themselves and their home designer with the current requirements of this zone regulation. Over and above meeting requirements of the RR-1-15 Zone, The Cascades at Soldier Hollow homes are required to also meet the following conditions:
- 1.2 **Setbacks and Lot Coverage.** Rather than create separate "building pads" for each lot, minimum setback requirements have been created to allow more freedom to the home owner and to create a more unique looking development. The setbacks are based on lot sizes. Should the setbacks create unreasonable hardship or burden, an Owner may request a variance from the Design Review Committee (DRC). The building setback requirements are as follows:
 Lots that are .5 acre or larger: Front 40-feet, Sides 20-feet, Rear 40-feet, except lots 1, 5, 15, 16, 21, 22, 34 and 45, which can have a rear setback of 30-feet.
 Lots that are .49 acre or smaller: Front 40-feet, Sides 15-feet, Rear 30-feet.
 No part of the residential structure or accessory structure (for example enclosed porches) may extend beyond this envelope unless otherwise approved in writing by the DRC.
- 1.3 **Building Height.** For all lots, the maximum height allowed is 35' above the unmodified natural grade at any point, and is also governed by the RR-1-15 Zoning Code of Midway City, Utah.
- 1.4 **Consolidation of Lots.** For all but the Manor lots, an owner may consolidate one additional adjacent lot to create a larger lot. This will require both DRC and City approval (i.e., subdivision or lot line adjustment). The resulting building envelope can be up to 50% larger than the building envelope of the larger of the individual lots that were consolidated unless otherwise approved in writing by the DRC. Only one single family residence is permitted on a consolidated lot.
- 1.5 **Building Sizes.** The maximum and minimum total building floor areas for each lot are shown in Addendum 1 – Lot Specifics and Maximum Square Footages. The total 2nd floor area of all building may not exceed 60% of the footprint. Maximum square footage includes garages, but does not include basements. Any variations as to size requirements must be approved in writing by the DRC prior to any permits or construction.
- 1.6 **Finished First Floor Standards.** Each home and lot is to be evaluated as to "an appropriate fit of the house to the lot and the adjacent home." The design professionals for each home must submit to the Design Review Committee a finished first floor height elevation that includes a certification of the City's requirements for grading, storm drain, sewer and basement. The guiding principle for setting the grade on each home is to have minimum elevation change from the existing grade, subject always to final grade approval by the DRC. The final grade must be presented to and approved in writing by the DRC.

2. ARCHITECTURAL STYLES

- 2.1 **Old World Heritage and Charm.**
 Lot owners are required to design homes reminiscent of traditional European residential styles: some examples are shown below. Typical characteristics of these styles include, but are not limited to:
- Gable or hip roofs
 - One story to one and a half stories above ground (2nd floor is all or partially within roof form)
 - Turret and/or tower accents
 - Shutters
 - Arches, pediments and lintels above doors/windows
 - Bay windows
 - Dormers
 - Chimneys
 - Recessed doors/windows
 - Divided lite windows
 - Substantial trim around windows/doors
 - Stone or cast stone window/door surrounds
- 2.2 **Styles Not Permitted.** Contemporary styles or styles associated with distinctive climatic conditions such as:

Building Requirements in Cascades at Soldier Hollow Subdivision

- Adobe or Southwestern
- Mediterranean
- Modern
- Log Homes
- Contemporary Homes
- Colonial
- Mountain

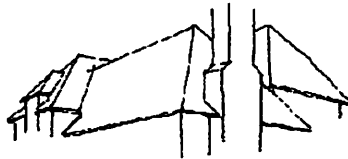
or homes with geometric or free-form shapes, such as:

- "A" Frames
- Domes
- Barrel Vault
- Earth Integrated Homes

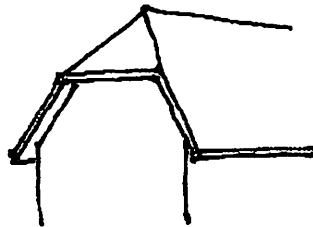
3. ROOFS

3.1 Major Roof Elements. Roofs are major visual elements that contribute the strongest sense of an architectural unity. Major roofs should be one of the following:

- Gable (including intersecting gable roofs)
- Hip (and acceptable variations of Hip such as Dutch Hip)



Hip Roof Example



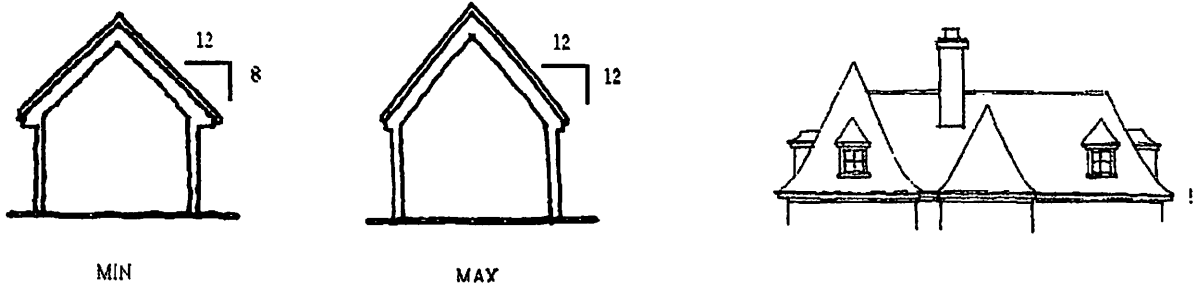
Dutch Hip Roof Example



Gable Roof Example

- 3.1.1 Roof types such as exterior scissor truss vaults, flat, A frames, geodesic domes or other extreme types are considered out of character and are prohibited.
- 3.1.2 Major roofs should have a pitch of at least 8:12 but steeper is preferred. Exceptions are allowed for dormers, towers and turrets, and other roof elements as approved in writing by the DRC.

Building Requirements in Cascades at Soldier Hollow Subdivision



3.1.3 Major Roof Materials. The Cascades at Soldier Hollow major roofing material must be one of the following:

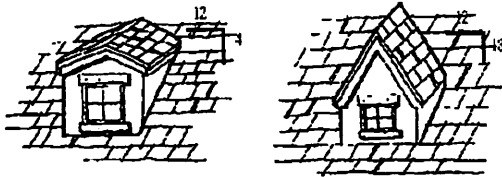
- Slate or composite slate
- Minimum 40 year Architectural Grade Laminated Composite Shingle
- Wood Shake

3.2 Roof Colors. Approved roof colors are varying browns, grays and other earth tones (not one solid color). Final selections must be approved in writing by the DRC.

3.3 Exterior Metal. All exterior metal should be natural copper or colored to match the material to which they are attached. i.e., flashings, gutters, chimney surrounds, roof vents, plumbing vents, fascia and soffit. Other metals such as brass, bronze, zinc and aluminum may be considered on a case-by-case basis by the DRC in the design review process. Any exception to copper or colored terminations must be included in an application presented to and approved in writing by the DRC with samples. In any event, the color palate for exterior metals shall be earth tones. No white, silver, galvanized or bright color tones allowed except as provided for in section 4.8.

3.4 Minor Roof Elements

Minor roof features (dormers, turrets, towers, porticos) may have a minimum pitch of 4:12 and may be as steep as 18:12.

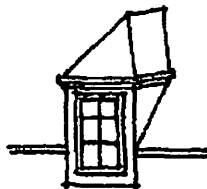


Acceptable dormer forms are:

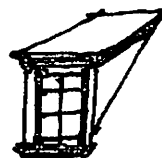
- Gabled
- Hipped
- Arched
- Shed Dormer



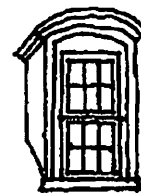
Gable Dormer



Hip Dormer



Shed Dormer



Rounded Dormer

Building Requirements in Cascades at Soldier Hollow Subdivision

Materials for Minor Roof Elements. Pre-approved roof materials for minor roof elements include:

- Same material as major roof
- Weathering copper (for small roofs as well as flashing, fascia and gutters)
- Chimney Termination. All exposed factory metal chimney terminations must be screened by approved architectural elements, i.e., copper, brick or terra cotta flues. No brake metal or stucco is allowed.

4. WALLS

4.1 **Wall Height.** Consistent with the one and one and a half stories character described in 2.1 above. exterior walls visible from the street shall generally be one to one and a half stories. That is, the roof will extend down to at least the midpoint of the second story. This will require that second story windows will usually be expressed as dormers.

Exceptions to this rule are: Gable end facades may extend to the ridge line, and relatively small sections of two story walls will be permitted to provide variety to an elevation. As a guideline it is recommended that the two story portion be no more than 25% of the front elevation. subject to DRC written approval.

4.2 **Materials.** Consistent wall materials and color schemes are important to the overall continuity of the Cascades at Soldier Hollow neighborhood. Continuity in use of wall material creates a sense of permanence and mass while allowing variety. The Cascades at Soldier Hollow has selected three basic wall materials – natural cut stone (no composite or faux allowed), stucco and brick – within a range of earth tone colors. Field stone is not old world European and not appropriate. Thin cut stone is discouraged but if used, all outside corners must be set with a full stone wrap-around.

4.2.1 The entire structure must be built with a total minimum of 50% of approved stone, or a combination of stone and brick on the exterior; and, in any event, the front elevation structure (less windows, doors and associated trim) shall have a minimum of 65% coverage in stone or a combination of stone or brick and no side or rear exterior elevation of the structure (less windows, doors and associated trim) shall have less than an average of 25% coverage in stone or a combination of stone and brick. Up to 100% of any wall can be stone with full wall stone coverage strongly preferred to wainscoting. No particular wall shall be more than 40% brick. Overall, the percentage of stone must be higher than that of brick. The transition between stone/brick and stucco must have stone/brick trim for the transition. The overall look, locations, and coverage of all stone and brick requires DRC approval.

4.2.2 Individual houses may use varying percentages of earth tone colors. For each home, as described in Section 10, a **sample board** containing stone and brick samples with pattern and grout colors, along with a sample of roof material and color, stucco/plaster design and color, soffit & fascia design and color, exterior window trim color, and a color rendition of the garage door style, material, and color must be submitted to the DRC for written approval as described in Phase III Submission Section 10.8. Also, see section 10.4. In every case, a sample board must be submitted and written approval received from the DRC prior to the installation of any exterior materials.

4.2.3 **Brick.** Only a limited range of brick is consistent with the theme of The Cascades at Soldier Hollow: Wood-mold formed bricks (soft edges) are recommended, but not required. Colors should be earth-tone colors, in the warmer ranges of tan, brown, gray and warm olive. Excluded are reds, pinks, and whites. Bricks should be variegated (a mix of slightly varying colors, rather than monochromatic except as provided for in section 4.8). Brick may be used for accent features such as a chimney tower, bay window, or as otherwise approved in writing by the DRC.

4.2.4 **Plaster/Stucco.** Old world stucco application is preferred.

4.3 **Materials Not Allowed.** Exterior wall materials not allowed at The Cascades at Soldier Hollow include:

- Log Siding
- Adobe
- Concrete block
- Wood shake siding

Building Requirements in Cascades at Soldier Hollow Subdivision

- Wood siding
 - Metal
 - Glass curtain walls
 - Manufactured vinyl or aluminum siding
- 4.4 Columns. If there are columns on the residential façade, whether load-bearing or not, they must appear structural: that is, sized as if they are actually supporting the structure above them (i.e., roof or balcony). Slender columns that are obviously decorative and stucco columns are prohibited—a minimum column size is 8" by 8" timber unless specifically approved—larger patios and spaces will require larger timber or stone columns. Please provide size specifications as part of your Phase II application.
- 4.5 Continuity of Materials. Unless specifically approved, materials must be continuous around outside corners (with the exception of quoining). A change in materials cannot occur at an outside corner—only at an inside corner. Wall materials and trim must be continuous on all elevations.
- 4.6 Foundations. It is important to visually connect exterior wall material to the ground. Specifically, exposed concrete foundation shall be the minimum required by code. No more than six vertical inches of exposed concrete foundation will be acceptable. All exposed concrete foundations must be covered with plaster or stucco in a color approved in writing by the DRC.
- 4.7 Exterior Trim and Accents. It is required that all trim and accents be darker color complements to the earth tone colors required for the walls. Beige or lighter colors are not allowed for accent and trim (e.g., fascia, door trim, window frames etc.) without prior written DRC approval. White is not allowed except as outlined in section 4.8.
- Windows in Stone or brick must have a stone or brick lintel—see Section 5.6
 - Windows must have a sill—no flat or flush sills—see Section 5.6
- 4.8 As an exception to the colors specified in 3.3, 4.2, 4.2.3 and 4.7, white tones may be considered by the DRC on a case by case basis but only if the home owner can demonstrate to the DRC's satisfaction that the white tones create a monochromatic exterior finish and are in character with a true old world European style home that traditionally uses this color scheme. This exception requires that the full materials color sample board as described in section 4.2.2 be submitted to the DRC. Approval of this color scheme is at the sole discretion of the DRC and as with all approvals, must be in writing from the DRC.
- 4.9 All exterior walls must be supported by a foundation wall within the plane of the wall (no floating bump outs or cantilevered floors or chimneys).

5. WINDOWS & DOORS

- 5.1 Windows. All windows must be of wood construction. Wood windows clad with aluminum are permitted as an exception. Vinyl windows are not allowed. Note that per 4.7 above, white tones or beige colors are not allowed without prior written approval of the DRC.
- 5.2 Window Panes. Simulated divided lite windows (composed of small panes divided by mullions and muntins) are required on 100% of the window area on the house's front elevation and all portions of the elevations visible from the streets. Divided lite window mullions and muntins shall be exterior to the glass (not sandwiched between glass surfaces). Muntins must have a contoured shape (not flat strips). Window frames must be at least 3 to 4 times the width of the muntins. The total thickness of all simulated divided lite must be at least 7/8" total thickness and no more than 2" thick. Grids should be evenly spaced throughout the entire window in order to keep a "European" look, as opposed to a "Prairie style" or other type of look. Final grid patterns for all windows must be submitted to the DRC as part of the Phase II application and approved in writing by them. Any changes from these approved grid patterns must receive DRC written approval prior to installation.

Building Requirements in Cascades at Soldier Hollow Subdivision

- 5.3 **Window Proportions.** All windows shall have a vertical dimension greater than the horizontal dimension. Horizontal "picture" windows are prohibited. As an exception, small square windows may be approved if appropriate to the wall in which they are placed.
- 5.4 **Glazing Materials.** Standard low-e glazing (glass) is approved. Mirrored, bronzed or other coated glass is prohibited. Stained glass and leaded windows must be approved by the DRC.
- 5.5 **Exterior Doors.** Main entry doors must be wood, stained or painted (however, no aged timber), with sculptural relief (i.e. sculpted panels, inset windows, expression of heavy timber, etc.). Flat surface doors are not permitted. Other exterior doors may be wood, metal or metal clad wood so long as they also have sculptural relief (flat surface doors are not permitted). Any exceptions must be approved in writing by the DRC.
- 5.6 **Recessed.** To convey an exterior wall's thickness or mass, doors and windows should be recessed or have a recessed appearance. There are three main approaches to create this look.
- 1) **Stucco.** When a door or window is adjacent to stucco, the window can either be recessed in the framing, or sheeting the exterior with a 2" thick insulation sheet prior to applying the stucco. In lieu of recessing, a band of raised stucco must be applied next to the door or window to give the appearance of depth. The band should be a minimum of 6" wide and the minimum depth is 2". Aged timber headers (and footers) may be substituted for stucco banding headers and footers. When combining timbers and old world stucco application, exceptions may be granted for other stucco banding.
- 2) **Thin stone.** When a door or window is adjacent to thin stone (cut stone), it must be recessed an additional 2" beyond the stone. Please add this to your construction specifications if you chose to use thin stone—it can be achieved by either recessing the windows in the framing or sheeting the exterior with a 2" thick insulation sheet prior to applying the stone. Please note: as per Section 4.2, when using thin stone, all outside corners must be set with a full stone wrap-around.
- 3) **Regular stone** (normally 4" thick). When a door or window is adjacent to stone, no additional recessing is necessary. The 4" of depth will give the perception of recessing.
- 5.7 **Shutters.** If shutters are used, they must be wood, sized to cover the window, appear operable, and installed adjacent to the window. If applied to a stucco wall, and the window is not recessed, only the top and bottom of the window is banded. Shutter colors must be approved in writing by the DRC.
- 5.8 **Window Boxes.** Size, design, material, and color must be approved in writing by the DRC.

6. FENCING AND ENTRY COLUMNS

- 6.1 **Fences.** As per the CC&R's, fences are not allowed at The Cascades at Soldier Hollow except for fences that enclose an exterior swimming pool, and it must be of an open wrought iron type, and approved for in writing by the DRC.
- 6.2 **Entry Columns.** Entry columns at driveways must be approved in advance by DRC.

7. GARAGE AND ACCESSORY STRUCTURE

- 7.1 **Garages.** It is preferable, but not required, that garages not be discernable from the street.
- 7.1.1 They must appear to be an extension of the house (same building materials and window/door trim) or a separate building (such as a carriage house) located behind the principal structure.
- 7.1.2 Garage doors, for attached garages, may face and be directly accessible from the street (visible in the street elevation drawings). However, if the home has a three car garage, no more than two of the three car doors may face the street.
- 7.1.3 Garage walls should have windows and trim to give a residential appearance.

Building Requirements in Cascades at Soldier Hollow Subdivision

- 7.1.4 Garage doors must be wood and each be single bay width and be of "carriage house" (heavy wood) character. Double-wide garage doors will only be allowed when they have a "heavy wood appearance". Any exceptions to this provision must be included with the application to the DRC and is subject to the DRC's approval. All garage doors must be approved in writing by the DRC.
- 7.2 Accessory Structures. Detached structures (garages, offices, workshops, green houses, pavilions and pet enclosures, etc.) must fit within the lot's building pad or setbacks and must be:
- Architecturally compatible with the main residential building (similar in architectural style and materials);
 - Smaller in mass and height than the main residence;
 - Approved in writing by the DRC with a second Design Review Submittal including a materials sample board as described in sections 4.2.2 and 10.4.

8. EXTERIOR LIGHTING

The Cascades at Soldier Hollow is intended to be lighted adequately for safety and security. It is also desirable to have landscape lighting that subtly highlights landscaping rather than buildings, etc. At the same time, we desire to avoid bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky. **Owners shall be permitted to utilize accent and spot lights on their Living Units as long as the same utilize the "dark sky" concept and are downward reflecting.** Finally, light fixtures are highly visible elements that, if coordinated, can contribute to the overall character of The Cascades at Soldier Hollow neighborhood.

- 8.1 Common Area Light Fixtures. Some of the common areas will be lighted by street lights.
- 8.2 Exterior Area Lighting. Light sources that render near natural colors (such as incandescent, tungsten halide or metal halide) are acceptable. Lights that cast a color (such as low pressure sodium, high pressure sodium, or lights with colored filters) are not allowed. Exterior lighting must face downward and should not interfere with the night sky.
- 8.3 Fixtures for area lighting or highlighting buildings or landscape, should be shielded so as to not allow the light source (bulb) to be visible from, or cast light on, public areas or adjoining properties. Direct-source lighting (bulb is visible) may be used only for decorative fixtures (i.e. carriage lamps, wall sconces).
- 8.4 Light fixtures must be integrated into the architectural design of individual residences and constructed of non-reflective materials.

9. SITE WORK AND LANDSCAPING

- 9.1 Retaining Walls. Retaining walls visible from any public area or from adjacent property shall be constructed of stone or block walls as approved in writing by the DRC.
- 9.2 Driveways. Lots may have driveways of the following:
- Concrete unit pavers
 - Colored or natural concrete (scored in panels of 8' by 8' or less)
 - Colored, stamped concrete (to match a color found in The Cascades at Soldier Hollow.)
 - Brick or stone pavers
- 9.3 Grading. Each lot shall be graded to contain drainage from the lot within the lot and to match the grades of adjacent properties and public areas. All berms and retaining walls must provide a natural transition to the adjacent lots and common areas. They must be approved in writing by the DRC prior to installation.

Building Requirements in Cascades at Soldier Hollow Subdivision

- 9.4 **Landscape Design.** Landscape plans must be prepared by a licensed landscape architect or licensed landscape contractor and follow principles of sound landscape design appropriate for the area. While it is difficult to prescribe landscape design, the overall objective is to create groves of trees, open meadows and hillsides with rock outcrops and large drifts of shrubs/tree massing. The landscaping plan must include a list all plant materials and plant material at size within 10 years, all hardscape plans and paving materials, rocks and retaining walls, and exterior lighting. Several specific requirements are mandatory.
- 9.4.1 Trees, shrubs and ground covers should be native or adapted plants appropriate for the Midway climate.
- 9.4.2 A ratio of at least 25% evergreen plant material is strongly encouraged, as this will result in landscapes with both summer and winter character.
- 9.4.3 There are a number of trees that must be avoided in The Cascades at Soldier Hollow landscape due to short life, odors, and excessive debris. These include:
- Cottonwood
 - Poplar
 - Fruit Producing Crabapples
 - Box Elder
 - Russian Olive
- 9.4.4 Automatic irrigation systems are required and should be designed to promote efficient water use and assure the ongoing health of plant material.
- 9.4.5 Any plant material appearing dead or damaged must be replaced within one growing season.
- 9.4.6 Existing healthy mature trees should be protected and integrated into the grading and landscaping.

Design Review and Submittal Requirements

10. GENERAL REQUIREMENTS AND REQUIRED SUBMISSIONS

To achieve the foregoing objectives and principles, The Cascades at Soldier Hollow guidelines are intended to be used by Property owners, Architects, and Landscape Architects.

These Design Guidelines are binding upon all persons who desire to build, make modifications during the building process or make modifications after initial building completion at The Cascades at Soldier Hollow:

- Construct, refinish or alter any part of the exterior of any building;
- Make other improvements upon, under or above any property;
- Create, fill or make any changes in the existing surface, contour or drainage of the land; and/or install any utility line.

- 10.1 **Design Review Committee.** These guidelines will be administered by a Design Review Committee (DRC), composed of representatives of The Cascades at Soldier Hollow Homeowner's Association and when applicable professional designers and administrators. The responsibilities, authority and procedures of the Design Review Committee are outlined in this document and in the current covenants, conditions and restrictions (CC&R's).
The Design Review Committee specifically reserves the right to make subjective, as well as objective, determinations of whether the objectives of these Design Guidelines have been met by a particular site plan. The Design Review Process is intended to operate as a precondition to the plan review process required by Midway City for obtaining a building permit. The Cascades at Soldier Hollow Design Review Process is independent of the Midway City technical plan review process and is solely intended to enforce the Design Guidelines. Each home site Owner bears the responsibility for the proposed dwelling's adherence to The Cascades at Soldier Hollow's Design Guidelines and bears the additional responsibility for the proposed structure's adherence to Midway City zoning and building codes as well. Violations and failure to receive DRC written approval prior to construction or

Building Requirements in Cascades at Soldier Hollow Subdivision

installation will result in fines as described in the CC&R's and/or the current fine schedule approved by the Cascades at Soldier Hollow HOA Board of Trustees.

- 10.2 **Basement Conditions.** It is required that each home owner take appropriate steps to provide adequate site and rain gutter drainage to protect the home and the neighborhood from detrimental water runoff or flooding. It is the owner's responsibility to meet all of the City Code requirements for basements.
- 10.3 **Construction Period.** Construction hours are Monday – Friday 7:00 AM to 7:00 PM. Saturday 8:00 AM to 6:00 PM. No interior or exterior construction is allowed on Sundays.
- 10.4 **Materials and Color Approval.** For each home, a sample board (min size 4 ft square, max size 16 ft square) containing stone and brick samples with pattern and grout colors, along with a sample of roof material and color, stucco/plaster application pattern and color, soffit & fascia design and color, the exterior window trim color and a color rendition of the garage door style, material, and color must be submitted to the DRC for written approval as per Phase III Submission Section 10.8. Written approval by the DRC is required prior to installation of any of the above materials. As per the CC&R's Section 8.7(a)(iv) failure to receive approval prior to installation of any materials (including windows) may require the removal of the installed materials and/or fines of \$100 per day.
- 10.5 **DRC & Design Review.** Midway City has agreed to receive The Cascades at Soldier Hollow DRC approval before City building permit review. The following process is designed to allow the homeowner and DRC to reach agreement before significant expense has been incurred for detailed construction documents. Unless otherwise directed by the cascadeshwa.org website, please submit your application to Cascades DRC c/o Summit Engineering Group, Inc PO Box 176, 55 West Center Street, Heber City, UT 84032; cascadesdrc@gmail.com; (435) 654-9229.

The Formal Design Review is a three phase process. However, prior to beginning the design review submission, all lot owners are invited to meet with a designated representative of the DRC to discuss ideas and concepts. The DRC representative will give feedback and ideas that will help in creating preliminary design. **Doing this prior to engaging an architect or designer will save you time and money in the design and approval process and minimize the possible rejection of your design.** See CascadesHOA.org for information on how to schedule a meeting with a representative of the DRC.

The Formal Design Review Phases are:

A) Phase I- Preliminary Design Review. This phase assists the owner and their design team to understand the design requirements associated with building in The Cascades at Soldier Hollow. This includes a concept elevation drawing or sketch and a site plan with the home location for a basic review and DRC feedback. In the submission please note any exceptions from the above design guidelines, particularly in exterior materials or design elements. This will allow constructive feedback prior to incurring significant costs. **Construction plans should not be submitted nor completed at this phase.** Typically, the DRC meets monthly but you will receive feedback within two weeks from the DRC on your preliminary plan.

B) Phase II-Construction Plan Design Review. The DRC will not accept partial submissions. The submission deadline for this is the 1st Wednesday of every month but check the website cascadeshwa.org for the most current deadline. The DRC meets the fourth week of each month to consider all submissions.

C) Phase III-Exterior Materials Selection Board and Landscaping Plans. Upon successful completion of Phase II-Construction Plan Design Review, the applicant must submit a sample board with all exterior materials and a landscaping plan for approval prior to the installation of any exterior materials and landscaping. The DRC will not review partial submissions. Currently, the submission deadline for these is the 3rd Wednesday of every month but check cascadeshwa.org for the most current deadlines.

Building Requirements in Cascades at Soldier Hollow Subdivision**10.6 Phase I-Preliminary Design Review****10.6.1 Phase I-Submittal Requirements**

- A. Completed Submission Checklist for Phase I-Preliminary Design Review. This checklist is located on cascadeshwa.org
- B. Site Plan @ 1" = 10' or greater scale and must include the following
 - a. Property boundaries
 - b. Building setbacks annotated
 - c. Building footprints (including garages, accessory buildings,)
 - d. Topographical survey map of the lot with preliminary grading
- C. Concept Elevations sketches or drawings with roof pitches and preliminary materials rendered
- D. Summary of all requested exceptions from the Design Guidelines sections 1-9.
- E. A check for the Review Deposit of \$500 made payable to Cascades at Soldier HOA (see section 8.4 of the CC&R's and updated by a Board Resolution on 4/23/2015) to pay outside professionals working on your submission. You are responsible for the actual costs for your submission. If the applicant requires individual consultation or meetings outside the normal submission process, the applicant is responsible for the additional fees incurred.
- F. Typically, the DRC meets monthly but you will receive feedback within 2-3 weeks from the DRC on your Preliminary Design Review Submission 1.

- 10.6.2 The DRC returns feedback listing primary issues or concerns. This does not constitute approval nor is it comprehensive, especially in the case of un-noted exceptions. However, this feedback is meant to provide direction prior to the applicant commissioning construction drawings. If the applicant has any questions, they may resubmit a revised sketch for further review.

10.7 Phase II-Construction Plan Design Review**10.7.1 Phase II-Submittal Requirements: An incomplete or partial submission is not accepted.**

- A. Completed Submission Checklist for Phase II-Construction Plan Design Review. This checklist is located on cascadeshwa.org.
- B. A check for an additional Review Deposit of \$500 made payable to Cascades at Soldier HOA (see section 8.4 of the CC&R's and updated by a Board Resolution on 4/23/2015) to pay the cost of outside professionals working on your submissions. Note: If you require individual consultation or meetings outside the normal submission process or if you have re-submissions, you will incur additional fees from our outside vendors.
- C. Site Plan @ 1" = 10' or greater scale and must include the following:
 - a. Property boundaries
 - b. Building setbacks annotated
 - c. Easements
 - d. Building footprints (including garages, accessory buildings,)
 - e. Hard surface areas (driveways, patios, decks, walks and steps)
 - f. Retaining walls
 - g. Final Topographical survey map with proposed site grading (including 50' adjacent to lot) and elevation of buildings compared to original site elevations
- D. Elevations @ 1/8" = 1' or greater scale and must include the following:
 - a. Materials rendered accurately and to scale.
 - b. Roof pitches
 - c. Exterior lighting
 - d. Window divided lite grid layouts/patterns accurately rendered—this must reflect the final window order and installation.
 - e. Window Boxes and Shutters—note: if these are on the approved plans these must be installed as per the plan
- E. Floor Plans.
- F. Submission deadline for this is the 1st Wednesday of every month. Check cascadeshwa.org for the most current deadline.

- 10.7.2 DRC meets to review Construction Plan Review Phase II submission for compliance the fourth week of each month.

Building Requirements in Cascades at Soldier Hollow Subdivision

DRC Acceptance

- 10.7.3 DRC Review and Written Approval: The DRC will provide a letter to the owner for Building Permit Submittal. Unless otherwise specified, the DRC Approval expires in 24 months if construction has not commenced. Prior to providing the approval letter to the applicant and the Midway City Building Department, the following items must be received by the DRC:
- A. A check(s) for the Compliance Deposit of \$5,000, and when required a Contractor Oversight Fee of \$5,000 (when using a non-preferred builder—see section 8.5 of the CC&Rs'), payable to the Cascades at Soldier Hollow HOA.
 - B. An Acknowledgement and documentation signed by all lot owners agreeing to build and complete this home as per all approved designs, plans, and material specifications. The current version of this Agreement is found at CascadesHOA.org.

DRC Rejection

- 10.7.4 Make all necessary corrections and Resubmit. Note: prior to approval, professionally rendered elevations with all corrections made must be resubmitted. No approval to begin construction will be granted until all required corrections are made to the documents, the documents are resubmitted, written approval is given, and the Compliance Deposit and when required the Contractor Oversight Fee are paid.

10.8 Phase III-Exterior Materials Selections and Landscaping Plan:

- 10.8.1 Phase III-Submittal Requirements prior to installation of any exterior materials or landscaping. An incomplete or partial submission is not accepted.
- A. Completed Submission Checklist for Phase III-Exterior Materials Selection
 - B. A material samples board and color rendering showing actual materials and colors as described in Sections 4.2.2 and 10.4. No installation of any exterior materials (including windows) may be done without receiving written approval.
 - C. Note: If you require individual consultations or meetings outside the normal submission process or if you have re-submissions, you will incur additional fees from our outside vendors.
 - D. Submission deadline for this is the 3rd Wednesday of every month. Check cascadeshoa.org for the most current deadline.
- 10.8.2 Phase III-Submittal Requirements prior to installation of Landscaping.
- A. A Landscape Plan as described in Section 9 above.
 - B. Submission deadline for this is the 3rd Wednesday of every month. Check cascadeshoa.org for the most current deadline.
- 10.8.3 DRC Review- The Materials Sample Board and the Landscape Plan may be submitted separately. The DRC may approve them independently. However, a written approval is required for both the exterior materials selection and for the landscaping plan.
- 10.8.4 The DRC meets to review material sample boards and/or landscaping plans the fourth week of each month.

DRC Acceptance

- 10.8.5 The DRC will provide written authorization to the applicant to proceed with the installation of the approved materials and/or landscaping. The applicant is responsible to ensure that any deviations from the approved materials sample board are submitted and approved prior to installation or the applicant will be responsible for removal of the material and/or daily fines. The approved materials sample board becomes the possession of the DRC and is retained until after the DRC's Final Review as described below.

DRC Rejection

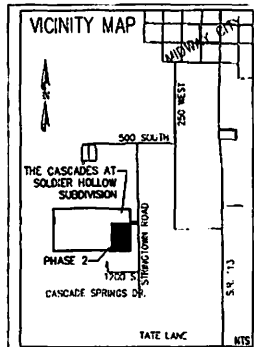
- 10.8.6 The applicant makes the necessary corrections and resubmits the materials sample board or landscaping plan. No installing of exterior materials or landscaping is allowed until all required corrections are made to the materials sample board or landscaping plan, they have been resubmitted, and written approval granted by the DRC.

Building Requirements in Cascades at Soldier Hollow Subdivision**10.9 Phase IV-Construction and Review**

- A. Inspections by the DRC or an HOA inspector at DRC designated construction phases
- B. Notify and receive written approval from the DRC of all exterior field changes during the course of construction. If there are any changes from the Design Guidelines, the approved plans or materials, they must be submitted and approved prior to proceeding with the changes.
- C. Complete Residence Construction and Landscaping adhering to the Design Guidelines, DRC approved plans and approved material samples.
- D. DRC Final Review—The DRC will commission an onsite review of approved plans and materials against the finished home. Note: failure to comply with the requirements in Sections 1 through 10 above or any unauthorized changes to the plans and materials are subject to removal of the noncompliant materials or changes, and/or daily fines.
- E. Upon DRC final acceptance, the HOA will return the Compliance Deposit less any unpaid fines or plan review costs and any unused Design Review deposits.

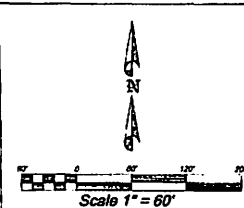
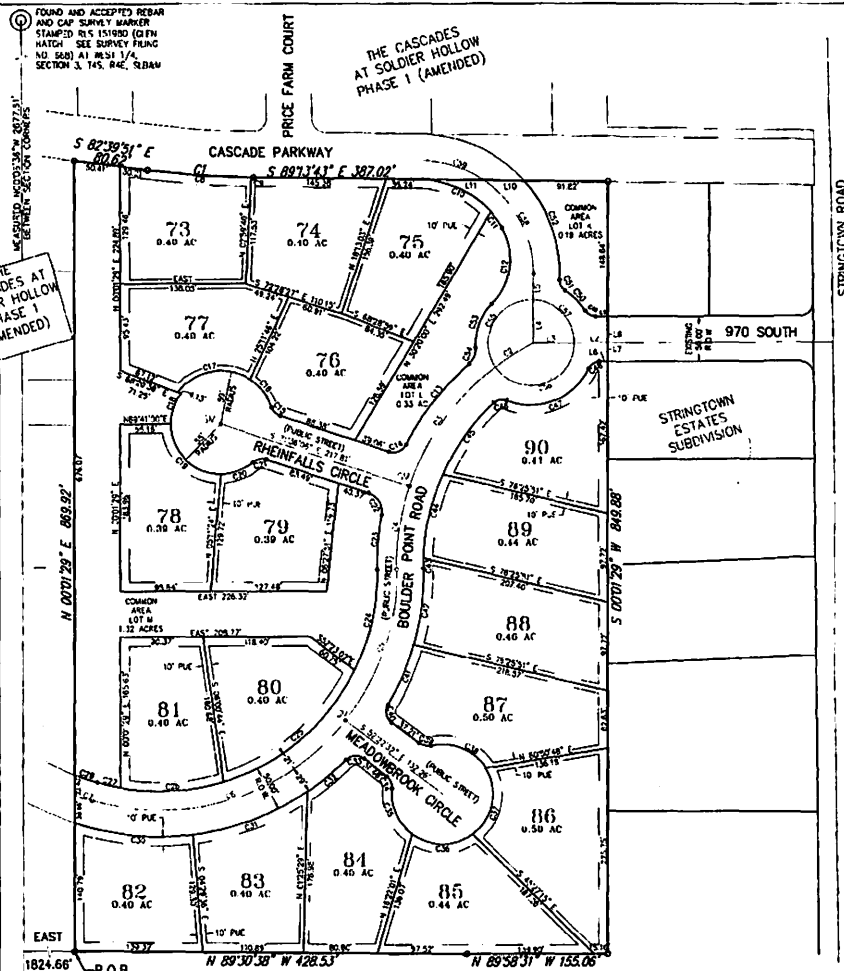
NOTE: As per Section 6.3 and Section 7.3 of the Declaration of Covenants, Conditions, and Restrictions of the Cascades at Soldier Hollow recorded 14 April 2006 and amended and recorded 12 May 2008 in the Wasatch County Recorder's Office, the Cascades at Soldier Hollow HOA Board of Trustees and/or the Declarant, Wasatch Mountain Development LLC may from time to time amend these Design Guidelines. Please check with the Cascades at Soldier Hollow HOA Board of Trustees for the most current version of these Design Guidelines.

Exhibit C—Phase II Plat Map and Amendments



FOUND AND ACCEPTED REBAR AND CAP SURVEY MARKER STAMPED R/S 151980 (2) IN HATCH - SEE SURVEY PLING NO. 800) AT WEST 1/4 SECTION 3, T4S, R4E, S24W

THE CASCADES AT SOLDIER HOLLOW PHASE 1 (AMENDED)



COMMON AREA NOTES:
 1. ALL COMMON AREA LOTS ARE DEDICATED AS TERMS OF THE PLAT.
 2. ALL STORM DRAIN PIPES, POOLS, SLUMPS AND EASEMENTS WILL BE MAINTAINED BY THE CO-OWNERS AT SOLDIER HOLLOW HOME OWNERS ASSOCIATION.
 3. THE CO-OWNERS AT SOLDIER HOLLOW HOME OWNERS ASSOCIATION IS OBLIGATED TO MAINTAIN ALL COMMON AREAS MAINTENANCE PROVIDED BY HOME OWNERS ASSOCIATION MUST MEET OR EXCEED A STANDARD OF REASONABLENESS AS ESTABLISHED BY MIDWAY CITY. MIDWAY CITY MAY CONSTRUCT OR MAINTAIN SUCH IMPROVEMENTS UPON HOME OWNERS ASSOCIATION'S FAILURE TO DO SO AT HOMEOWNERS EXPENSE.
 4. THESE SHALL BE NO STRUCTURES BUILT IN THE COMMON AREA PARCELS THAT ARE USED FOR OPEN SPACE.
 5. THIS SUBDIVISION IS LOCATED WITHIN AN INCORPORATED COMMUNITY AND IS SUBJECT TO THE NEIGH. CODES, DUES, ETC. FOR SUCH ACTIVITIES.

ADDRESS TABLE

LOT	ADDRESS
73	526 WEST CASCADE PARKWAY
74	530 WEST CASCADE PARKWAY
75	534 WEST CASCADE PARKWAY
76	538 WEST RHEINFALLS CIRCLE
77	542 WEST RHEINFALLS CIRCLE
78	546 WEST RHEINFALLS CIRCLE
79	550 WEST RHEINFALLS CIRCLE
80	554 WEST BOULDER POINT ROAD
81	558 WEST BOULDER POINT ROAD
82	562 WEST BOULDER POINT ROAD
83	566 WEST BOULDER POINT ROAD
84	570 WEST MEADOWBROOK CIRCLE
85	574 WEST MEADOWBROOK CIRCLE
86	578 WEST MEADOWBROOK CIRCLE
87	582 WEST BOULDER POINT ROAD
88	586 WEST BOULDER POINT ROAD
89	590 WEST BOULDER POINT ROAD
90	594 WEST BOULDER POINT ROAD

PLANNING COMMISSION APPROVAL
 APPROVED: *[Signature]* DATE: 3-11-20
 DIRECTOR - PLANNING COMMISSION

COUNTY RECORDER
 TROY L. TAYLOR - PLS ELEMENT LAND SURVEYING
 2206 SOUTH 270 EAST
 HESPER CITY, UT 84032
 801-657-0148

SURVEYOR'S CERTIFICATE
 IN ACCORDANCE WITH SECTION 10-90-803 OF THE UTAH CODE, I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 6634112 IN ACCORDANCE WITH TITLE 30, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSES ACT.
 I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-25-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE: 3-11-20
 SURVEYOR: TROY L. TAYLOR

BOUNDARY DESCRIPTION
 BEGINNING NORTH 00°00'00" WEST 484.87 FEET ALONG THE SECTION LINE AND EAST 1824.66 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE, BASE AND MERIDIAN;
 AND RUNNING THENCE NORTH 00°01'29" EAST 889.92 FEET, THENCE SOUTH 07°03'51" EAST 80.69 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CURVE NORTH WITH A RADIUS OF 1021.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 07°00'00" EAST; THENCE EASTERLY 118.97 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°33'57" (CHORD BEARS SOUTH 85°24'47" EAST 118.97 FEET); THENCE SOUTH 89°13'47" EAST 397.07 FEET; THENCE SOUTH 00°07'29" WEST 849.88 FEET; THENCE NORTH 89°50'38" WEST 438.53 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY PLAT HAS BEEN DETERMINED BY SIGHT BEARING TO THE BOUNDARY COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTHWEST AND SOUTHWEST CORNERS OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE, BASE AND MERIDIAN IN CONFORMANCE WITH THE BASIS OF BEARINGS BY THAT COUNTY CONTROL NETWORK SURVEY PERFORMANCE CHECKED BY THE UTAH SURVEYING BOARD IN 1998, WHICH WAS ESTABLISHED AT THAT TIME AS SOUTH 84°00'00" EAST BETWEEN THE 4TH-ORDER BRASS CAP CONTROL POINT LOCATED ON MEADOWBROOK, UT AND THE BOUNDARY COUNTY SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE, BASE AND MERIDIAN. TO OBTAIN UTM COORDINATE SYSTEM 1983 EDITION, ZONE BEARING, NOTE: THE BEARINGS ON THIS MAP IS IN THE COUNTRY COORDINATE SYSTEM.

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT, THE UNIMPROVED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LATTERLY ACQUIRED STREETS AND EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

ACKNOWLEDGMENT
 I, TROY L. TAYLOR, SURVEYOR, DO HEREBY ACKNOWLEDGE TO THE CITY OF MIDWAY, UTAH, THAT THE CITY OF MIDWAY IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAT AND THAT THE CITY OF MIDWAY IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAT.

ACCEPTANCE BY MIDWAY CITY
 THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREBY SHOWN.

PLANNING COMMISSION APPROVAL
 APPROVED: *[Signature]* DATE: 3-11-20
 DIRECTOR - PLANNING COMMISSION

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2
 MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

CURVE TABLE

CURVE	LENGTH	CHORD	BEARING
C1	116.97	1071.00	06°33'57" E
C2	49.40	275.00	10°17'33" E
C3	163.54	275.00	34°04'22" E
C4	93.03	275.00	19°22'56" E
C5	178.66	263.00	30°22'20" E
C6	309.51	263.00	64°27'22" E
C7	19.06	329.00	03°09'47" E
C8	114.56	1071.00	06°33'57" E
C9	2.42	1071.00	00°00'00" E
C10	87.62	104.00	48°15'48" E
C11	21.19	104.00	11°40'33" E
C12	91.62	71.00	73°55'55" E
C13	113.74	298.00	22°00'58" E
C14	74.25	182.00	81°52'00" E
C15	14.01	182.00	00°00'00" E
C16	39.77	58.00	38°37'33" E
C17	89.82	59.00	87°15'38" E
C18	35.47	55.00	38°25'47" E
C19	86.81	55.00	92°28'00" E
C20	38.68	55.00	40°17'47" E
C21	18.48	15.00	59°33'01" E
C22	30.20	30.00	82°43'11" E
C23	65.79	36.00	17°44'06" E
C24	114.54	239.00	27°27'31" E
C25	194.14	239.00	46°12'30" E
C26	14.11	239.00	27°21'19" E
C27	25.98	239.00	06°17'23" E
C28	76.17	337.00	04°28'57" E
C29	11.01	337.00	00°00'00" E
C30	19.88	289.00	23°46'01" E
C31	135.19	289.00	26°48'09" E
C32	55.19	289.00	10°56'28" E
C33	21.61	15.00	87°42'26" E
C34	15.46	15.00	39°03'00" E
C35	17.58	55.00	52°58'54" E
C36	70.30	55.00	77°43'07" E
C37	81.31	55.00	84°42'08" E
C38	69.29	55.00	72°11'09" E
C39	13.37	15.00	51°03'19" E
C40	21.58	15.00	82°20'16" E
C41	71.67	289.00	14°11'44" E
C42	84.45	289.00	18°35'01" E
C43	11.91	289.00	00°00'00" E
C44	95.81	246.00	22°16'05" E
C45	96.93	246.00	22°44'48" E
C46	15.07	13.00	29°34'00" E
C47	104.71	69.00	88°48'28" E
C48	14.21	13.00	29°42'27" E
C49	14.44	13.00	52°24'47" E
C50	31.98	45.00	82°03'17" E
C51	13.62	13.00	60°00'16" E
C52	114.02	154.00	44°16'53" E
C53	52.86	61.00	49°35'47" E
C54	19.61	21.00	406°28'53" E
C55	105.17	47.50	176°48'04" E
C56	170.07	47.50	145°04'51" E
C57	72.13	47.50	87°13'01" E
C58	121.20	125.00	55°33'12" E
C59	121.20	125.00	33°41'43" E

LINE TABLE

LINE	LENGTH	BEARING
L1	16.65	N 89°41'00" E
L2	38.50	S 89°41'00" W
L3	45.23	S 89°41'00" W
L4	47.83	N 00°01'12" E
L5	78.17	N 00°01'12" E
L6	0.38	S 89°41'00" W

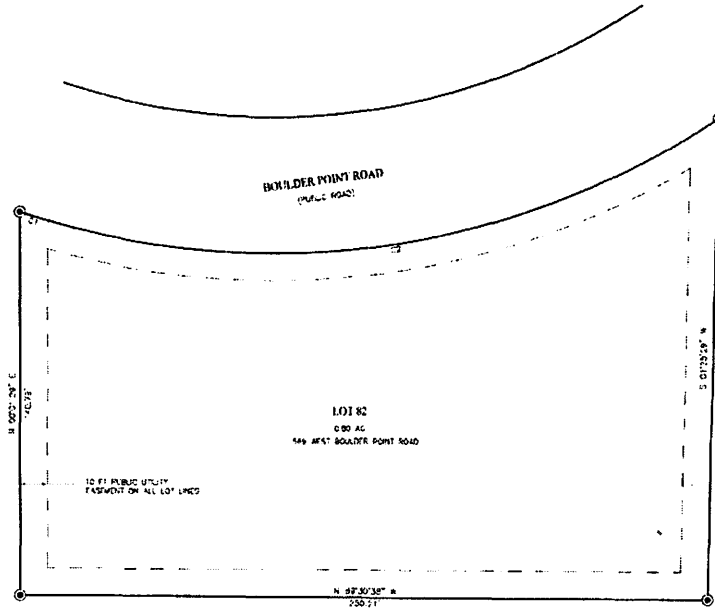
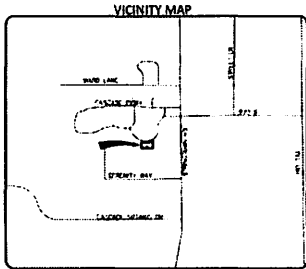
LINE TABLE CONT.

LINE	LENGTH	BEARING
L7	21.00	S 00°21'20" W
L8	20.00	S 00°21'20" W
L9	15.58	S 89°41'00" W
L10	48.23	S 89°13'45" E
L11	69.35	S 89°13'45" E

STREET NOTE:
 ALL STREETS WITHIN THIS SUBDIVISION ARE PUBLIC STREETS. ALL PUBLIC STREETS HAVE A 50 FOOT RIGHT-OF-WAY.

BASIS OF BEARINGS: N89°33'12"E BETWEEN SECTION CORNERS

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 82 AMENDED BEING A COMBINATION OF LOTS 82 & 83



LEGEND

① 5/8" NEAR AND CHANGE C&G STAMPED SURVEY ENG. 425-654-8229 TO BE SET ON ALL LOT CORNERS

CURVE DATA					
STATION	BEGIN	END	CHORD BEARING	CHORD LENGTH	CHORD BEARING
1	110° 00' 00"	110° 00' 00"	110° 00' 00"	110.00	110° 00' 00"
2	110° 00' 00"	110° 00' 00"	110° 00' 00"	110.00	110° 00' 00"

EXPLANATIONS:

- THIS PLAT AMENDMENT HAS BEEN APPROVED FOR THE PURPOSE OF COMBINING LOTS 82 AND 83 INTO A LARGER LOT AS SHOWN HEREON.
- UPON RECORDATION OF THIS PLAT AMENDMENT THE 20 FT PUBLIC UTILITY EASEMENT BETWEEN LOTS 82 AND 83 OF THE ORIGINAL PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 IS HEREBY TERMINATED BY THE MIDWAY CITY COUNCIL. THERE ARE NO EXISTING UTILITIES USING THIS EASEMENT.
- ALL PRIOR PLAT NOTES, COVENANTS, AND RESTRICTIONS OF RECORD SHALL REMAIN IN EFFECT FOR THIS NEW LOT 82 EXCEPT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 RECORDED AS ENTRY 43170 IN WASATCH COUNTY OFFICIAL RECORDS.
- REFER TO THE ORIGINAL RECORDED PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 FOR SECTION TIES, BASIS OF BEARINGS, AND OTHER LOCATION AND SURVEY INFORMATION.

NARRATIVE
THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE LOT 82 & 83 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 INTO ONE LOT.

MIDWAY CITY ATTORNEY
[Signature] 4/11/20
CITY ATTORNEY

MIDWAY SANITATION DISTRICT
[Signature] 3-9-20
DISTRICT

MIDWAY ENGINEER APPROVAL
[Signature] 3-26-20
ENGINEER

MIDWAY IRRIGATION
[Signature] 3-28-20
IRRIGATION

PROJECT: L19-244
PREPARED FOR: CASCADES II AT SOLDIER HOLLOW, LLC
SHEET: 1 OF 1
PROJECT: CASCADES AT SOLDIER HOLLOW PHASE 2 82 & 83 LOT COMBO

Summit Engineering Group Inc.
Surveyors - Civil & Planning
10000 S. 12000 E. SUITE 100
MIDWAY, UTAH 84049
PHONE: 435-255-1200
FAX: 435-255-1201

Surveyor's Seal
Summit Engineering Group Inc.
Surveyors - Civil & Planning
10000 S. 12000 E. SUITE 100
MIDWAY, UTAH 84049
PHONE: 435-255-1200
FAX: 435-255-1201

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 82 AMENDED
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 14 EAST, 23RD N. MIDWAY CITY, WASATCH COUNTY, UTAH

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM - RECORD OF SURVEY - 8
[Signature] 03-26-2020
WASATCH COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE
I, the undersigned, do hereby certify that I am a professional land surveyor and that I have personally and lawfully surveyed the lands of the State of Utah as shown on this plat and that I have been duly sworn and qualified in accordance with the laws of the State of Utah.
[Signature] 03-26-20
WASATCH COUNTY SURVEYOR

BOUNDARY DESCRIPTION
LOTS 82 AND 83 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, ACCORDING TO THE ORIGINAL PLAT FILED OF RECORD AND OF RECORD IN THE OFFICE OF RECORDER, WASATCH COUNTY, UTAH, CONTAIN 6.80 ACRES.

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAT IS THE ORIGINAL RECORDED DESCRIPTION PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 (ENTRY NO. 43170).

OWNER'S DEDICATION AND CONSENT TO RECORD
WE, THE UNDERSIGNED OWNERS OF LOTS 82 AND 83 IN THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, DO HEREBY DEDICATE AND CONSENT TO RECORD THIS PLAT AMENDMENT AND AGREE TO HOLD IT UP TO THE PUBLIC RECORD AS SHOWN HEREON AND TO BE OPEN TO RECORD THIS PLAT.

[Signature] 3/27/20
[Signature] 3/27/20

ACKNOWLEDGMENT
STATE OF UTAH
COUNTY OF WASATCH
ON THE 27th DAY OF MARCH, 2020, I, the undersigned, appeared before me, State Surveyor, and acknowledged to me the above signed, executed and content to be true and correct for the purposes of this plat and consent to record this plat.

[Signature] 3/27/20
STATE SURVEYOR

ACCEPTANCE BY LEGISLATIVE BODY
THE CITY COUNCIL OF MIDWAY, UTAH, APPROVES THIS AMENDMENT PLAT AMENDMENT SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON.

[Signature]
CITY CLERK

PLANNING APPROVAL
APPROVED THIS 28th DAY OF March, 2020 BY THE PLANNING DIRECTOR IN ACCORDANCE WITH THE PLANNING DIRECTOR'S RESOLUTION NO. 11-20-20.
[Signature]
PLANNING DIRECTOR

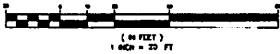
WASATCH COUNTY RECORDER
FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, WASATCH COUNTY, UTAH, ON 03/26/2020.
RECORDED AS TO FORM - RECORD OF SURVEY - 8

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 85 AMENDED

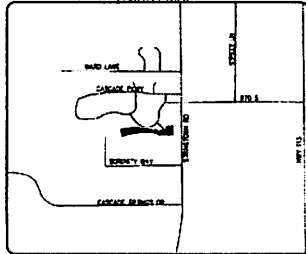
BEING A COMBINATION OF LOTS 85 & 86



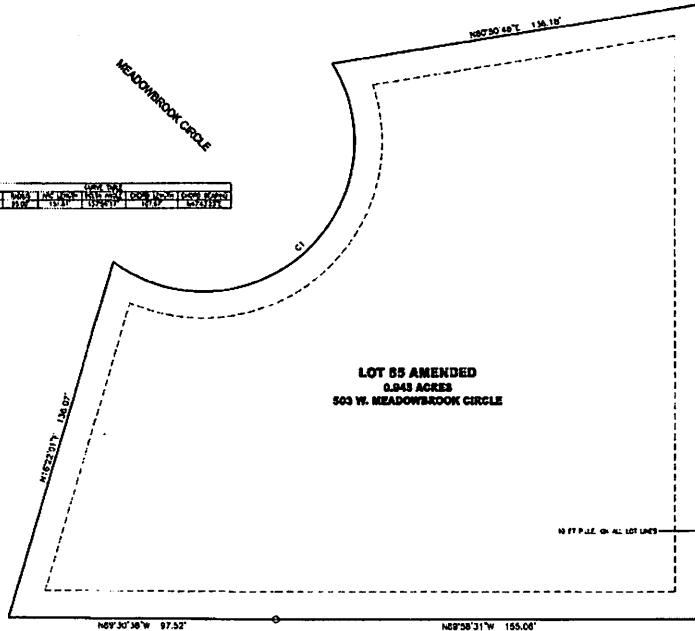
GRAPHIC SCALE



VICINITY MAP



AREA	AREA	AREA	AREA	AREA	AREA
1.14	1.14	1.14	1.14	1.14	1.14
1.14	1.14	1.14	1.14	1.14	1.14



LOT 85 AMENDED
0.048 ACRES
503 W. MEADOWBROOK CIRCLE

NARRATIVE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE LOT 85 & 86 INTO ONE LOT AND TO AMEND THE PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 TO REFLECT THIS CHANGE.

MIDWAY CITY ATTORNEY

Chad & Jeannine Briggs
DATE: 11-16-2020

MIDWAY SANITATION DISTRICT

D. Applegate
DATE: 11-9-2020

MIDWAY ENGINEER APPROVAL

Chad & Jeannine Briggs
DATE: 11-16-2020

PLAT NOTES:

1. THIS PLAT AMENDMENT HAS BEEN APPROVED FOR THE PURPOSE OF COMBINING LOTS 85 AND 86 INTO A LARGER LOT AS SHOWN HEREON.
2. UPON RECORDATION OF THIS PLAT AMENDMENT THE 30 FT PUBLIC UTILITY EASEMENT BETWEEN LOTS 85 AND 86 OF THE ORIGINAL PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 IS HEREBY TERMINATED BY THE MIDWAY CITY COUNCIL. THERE ARE NO EXISTING UTILITIES USING THIS EASEMENT.
3. ALL PRIOR PLAT NOTES, COVENANTS, AND RESTRICTIONS OF RECORD SHALL REMAIN IN EFFECT FOR THIS NEW LOT. SEE BLOODHORN PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 RECORDED AS ENTRY 1871 IN WASHINGTON COUNTY OFFICIAL RECORDS.
4. REFER TO THE ORIGINAL RECORDED PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 FOR SECTION TIES, BASIS OF BEARINGS, AND OTHER LOCATION AND SURVEY INFORMATION.

MIDWAY IRRIGATION

Alan Farnell
DATE: 11/16/2020

PROJECT L20-262	PROPOSED FOR CHAD & JEANNINE BRIGGS
SHEET 1 OF 1	PROJECT CASCADES AT SOLDIER HOLLOW PHASE 2 85 & 86 LOT COMBO

Sustitt Engineering Group Inc.
Surveyors & Engineers
1000 S. 1000 E., SUITE 100
MIDWAY, UTAH 84049
PHONE: 435-863-1111
FAX: 435-863-1112

**THE CASCADES AT SOLDIER HOLLOW
SUBDIVISION PHASE 2 LOT 85 AMENDED**
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3 TOWNSHIP 4
SOUTH, RANGE 4 EAST, SUBM.
MIDWAY CITY, WASATCH COUNTY, UTAH

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM RECORD OF SURVEY 1/261
Franklin
WASATCH COUNTY SURVEYOR
DATE: 11/16/2020

SURVEYOR'S CERTIFICATE

I, **FRANKLIN**, DO HEREBY CERTIFY THAT I, AS A PROFESSIONAL LAND SURVEYOR, HAD THIS PLAT AND RECORD IN THE OFFICE OF THE CLERK OF RECORD, WASATCH COUNTY, UTAH, IN PRESENCE OF TWO OTHER PROFESSIONALS UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY AS AUTHORITY OF THE CLERK, THAT I HAVE MADE A SURVEY OF THE PLAT OF LAND SHOWN ON THIS PLAT AND RECORDED BELOW.

Franklin
DATE: 11-02-2020
PROFESSIONAL LAND SURVEYOR



BOUNDARY DESCRIPTION

LOTS 85 AND 86 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, ACCORDING TO THE ORIGINAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF RECORD, WASATCH COUNTY, UTAH, CONTAINS 0.048 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS PER THE ORIGINAL RECORDED SUBDIVISION PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, ENTRY NO. 451763.

OWNER'S DEDICATION AND CONSENT TO RECORD

WE, THE UNDERSIGNED OWNERS OF LOTS 85 AND 86 IN THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, LOCATED ON THIS PLAT AND EASEMENTS BY THE SURVEYOR'S CERTIFICATE ON THIS PLAT HAVE CAUSED THIS PLAT AMENDMENT TO BE CREATED AND GRANT TO MIDWAY CITY THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON, AND HEREBY GIVE CONSENT TO RECORD THIS PLAT.

Chad & Jeannine Briggs DATE: 11-16-2020
Chad & Jeannine Briggs DATE: 11-19-2020

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON THE 17 DAY OF NOVEMBER 2020, I, **CHRIS LANGBERT**, CLERK OF RECORD, COUNTY OF WASATCH, STATE OF UTAH, DO HEREBY ACKNOWLEDGE TO BE THAT THEY WERE FREELY AND VOLUNTARILY AND FOR THE PURPOSES HEREON MENTIONED.
Chris Langbert DATE: 11/17/2020

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF MIDWAY, UTAH, APPROVES THIS BLOODHORN PLAT AMENDMENT SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH HEREON, THIS 16 DAY OF NOVEMBER 2020.
William Johnson
DATE: 11/16/2020



PLANNING APPROVAL

APPROVED THIS 16 DAY OF NOVEMBER 2020 BY THE PLANNING DIRECTOR OF MIDWAY, UTAH.
Will E. Tol
PLANNING DIRECTOR

WASATCH COUNTY RECORDER

FILED 11/16/2020 BOOK 1328 PAGE 1608
DATE: 11/16/2020 TIME 11:15 AM FILE # 25276
FOR CASCADAS AT SOLDIER HOLLOW PHASE 2 LOT 85 & 86 LOT COMBO
BY: *Franklin* WASATCH COUNTY RECORDER

PHASE II PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Real property in the County of Wasatch, State of Utah,
described as follows:

Parcel 1:

Beginning North 00°06'36" West 686.67 feet along the section line and East 1824.66 feet from the Wasatch County Survey Monument for the Southwest corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; And running thence North 00°01'29" East 578.67 feet; thence South 54°40'56" East 181.09 feet; thence North 65°59'23" East 164.72 feet; thence South 24°00'37" East 40.00 feet; thence North 65°59'23" East 50.00 feet; thence South 24°00'37" East 125.84 feet; thence North 66°06'23" East 188.29 feet; thence South 00°01'29" West 489.85 feet; thence North 89°58'31" West 155.06 feet; thence North 89°30'38" West 428.53 feet to the point of beginning.

Tax id no. **OMI-1177-8**

Parcel 2:

Beginning North 1,151.77 feet and West 275.20 feet from the South One-Quarter Corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 66°04'54" West 188.29 feet; thence North 24°02'06" West 125.84 feet; thence South 65°57'54" West 50.00 feet; thence North 24°02'06" West 40.00 feet; thence South 65°57'54" West 164.72 feet; thence North 54°42'25" West 181.09 feet; thence North 257.73 feet; thence East 583.58; thence South 350.03 feet to the point of beginning.

Tax id no. **OMI-1177-6**

Exhibit D—Legal Description of Phase I and Phase II

EXHIBIT A

"Legal Description"

All of Lots 1 through 18 and 20 through 72 of The Cascades at Soldier Hollow Subdivision, Amended, according to the Official Plat thereof on file and of record in The Wasatch County Recorder's Office, Heber City, Utah.

Cascades at Soldier Hollow Subdivision, Amended

Lot#	Serial #	Lot#	Serial #	Lot#	Serial #	Lot#	Serial #
Lot 1	OZH-0001-0-003-044					Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-0020-0-003-044	Lot 38	OZH-0038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-0021-0-003-044	Lot 39	OZH-0039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-0022-0-003-044	Lot 40	OZH-0040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-0023-0-003-044	Lot 41	OZH-0041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-0024-0-003-044	Lot 42	OZH-0042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-0025-0-003-044	Lot 43	OZH-0043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-0026-0-003-044	Lot 44	OZH-0044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-0027-0-003-044	Lot 45	OZH-0045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-0028-0-003-044	Lot 46	OZH-0046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-0029-0-003-044	Lot 47	OZH-0047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-0030-0-003-044	Lot 48	OZH-0048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-0031-0-003-044	Lot 49	OZH-0049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-0032-0-003-044	Lot 50	OZH-0050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-0033-0-003-044	Lot 51	OZH-0051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-0034-0-003-044	Lot 52	OZH-0052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-0035-0-003-044	Lot 53	OZH-0053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-0036-0-003-044	Lot 54	OZH-0054-0-003-044	Lot 72	OZH-0072-0-003-044

EXHIBIT "B" Ent 451723 Bk 1223 Pg 0793

PHASE II DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'36" WEST 686.67 FEET ALONG THE SECTION LINE AND EAST 1824.68 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°01'29" EAST 869.92 FEET; THENCE SOUTH 82°39'51" EAST 80.82 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE NORTHERLY WITH A RADIUS OF 1021.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 07°20'09" EAST; THENCE EASTERLY 116.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°33'52" (CHORD BEARS SOUTH 85°56'47" EAST 116.91 FEET); THENCE SOUTH 89°13'43" EAST 387.02 FEET; THENCE SOUTH 00°01'29" WEST 849.88 FEET; THENCE NORTH 89°58'31" WEST 155.06 FEET; THENCE NORTH 89°30'38" WEST 428.53 FEET TO THE POINT OF BEGINNING.

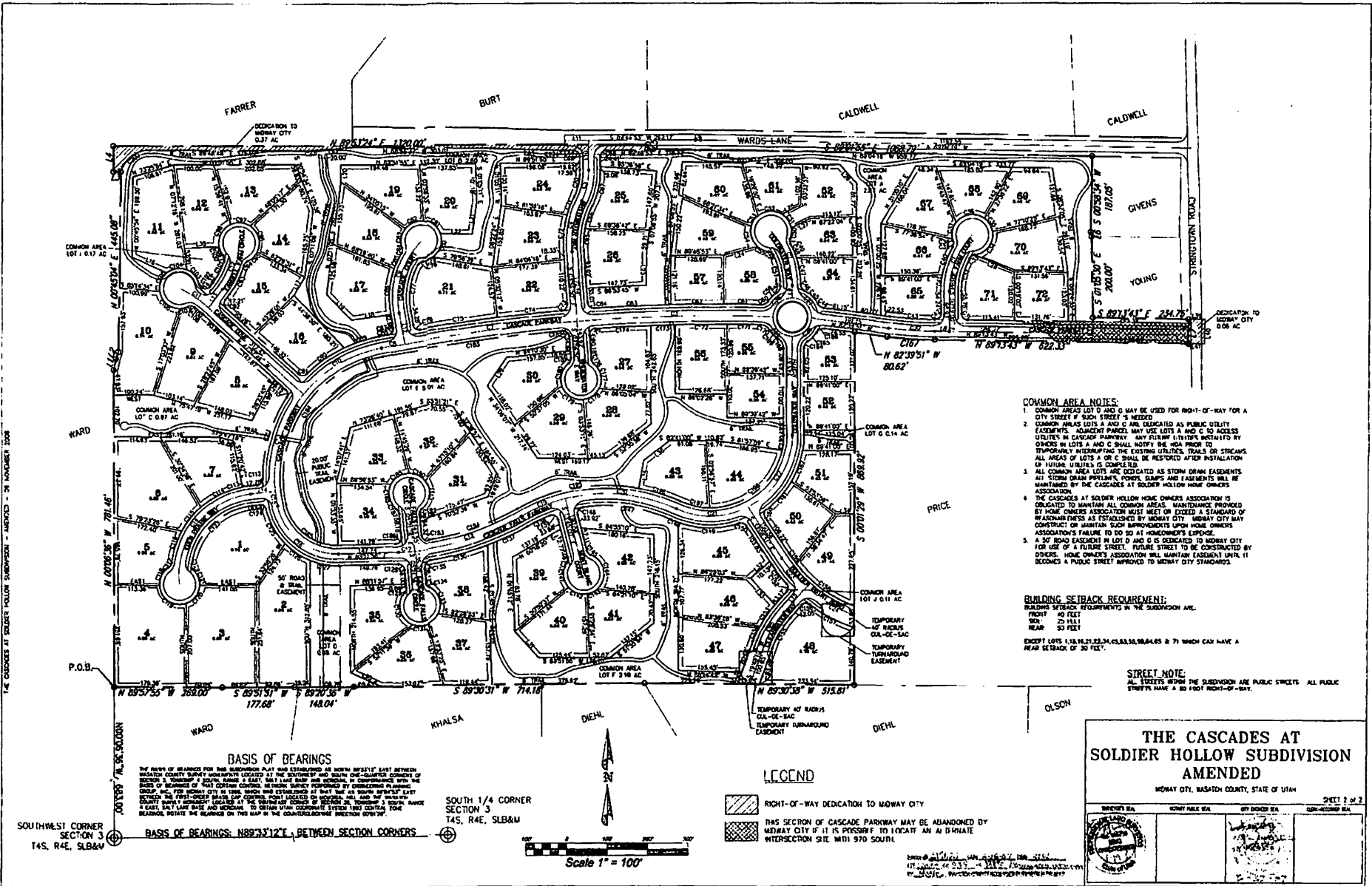
CONTAINING 11.446 ACRES.

Amalgamation Agreement
Page 10

Exhibit E—Exhibits to the Amendments and Miscellaneous Items

1. Phase I Plat Map, Recorded Amendments and Legal Description
2. Phase II Plat Map, Recorded Amendments and Legal Description
3. Annexation Agreement (annexation of Phase II on May 21, 2018)
4. Notice of Building Setback Requirements (Recorded June 5, 2012)

Attachment 1 – Phase I Plat Map, Recorded Amendments and Legal Description



- COMMON AREA NOTES:**
1. COMMON AREA LOT 0 AND G MAY BE USED FOR RIGHT-OF-WAY FOR A CITY STREET IF SUCH STREET IS NEEDED.
 2. COMMON AREAS LOTS A AND C ARE DEDICATED AS PUBLIC UTILITY EASEMENTS. ADJACENT PARCELS MAY USE LOTS A AND C TO ACCESS UTILITIES IN CASCADE PARKWAY. ANY FUTURE UTILITIES INSTALLED BY OWNERS IN LOTS A AND C SHALL NOTIFY THE HOA PRIOR TO TEMPORARILY INTERRUPTING THE EXISTING UTILITIES, TRAILS OR STREAMS. ALL AREAS OF LOTS A OR C SHALL BE RESTORED AFTER INSTALLATION OF FUTURE UTILITIES IS COMPLETED.
 3. ALL COMMON AREA LOTS ARE DEDICATED AS STORM DRAIN EASEMENTS. ALL STORM DRAIN PIPELINES, POWER, SEWERS AND EASEMENTS WILL BE MAINTAINED BY THE CASCADES AT SOLDIER HOLLOW HOME OWNERS ASSOCIATION.
 4. THE CASCADES AT SOLDIER HOLLOW HOME OWNERS ASSOCIATION IS OBLIGATED TO MAINTAIN ALL COMMON AREAS. MAINTENANCE PROVIDED BY HOME OWNERS ASSOCIATION MUST MEET OR EXCEED A STANDARD OF REASONABLENESS AS ESTABLISHED BY MIDWAY CITY. MIDWAY CITY MAY CONSTRUCT OR MAINTAIN SUCH IMPROVEMENTS UPON HOME OWNERS ASSOCIATION'S FAILURE TO DO SO AT HOMEOWNER'S EXPENSE.
 5. A 50' ROAD EASEMENT IN LOT D AND G IS DEDICATED TO MIDWAY CITY FOR USE AS A FUTURE STREET. FUTURE STREET TO BE CONSTRUCTED BY OTHERS. HOME OWNERS ASSOCIATION WILL MAINTAIN EASEMENT UNTIL IT BECOMES A PUBLIC STREET IMPROVED TO MIDWAY CITY STANDARDS.

BUILDING SETBACK REQUIREMENT:
 BUILDING SETBACK REQUIREMENTS IN THE SUBDIVISION ARE:
 FRONT 40 FEET
 SIDE 25 FEET
 REAR 30 FEET
 EXCEPT LOTS 1, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 WHICH CAN HAVE A REAR SETBACK OF 30 FEET.

STREET NOTE:
 ALL STREETS WITHIN THE SUBDIVISION ARE PUBLIC STREETS. ALL PUBLIC STREETS HAVE A 30 FOOT RIGHT-OF-WAY.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SUBDIVISION PLAN WAS ESTABLISHED AS NORTH BEARING EAST BETWEEN MIDWAY COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTHWEST CORNER QUARTER CORNER OF SECTION 3, T45S, R4E, SLB&M, EAST, AND THE SURVEY MONUMENT IN CONNECTION WITH THE GROUP AND FOR MIDWAY CITY IN 1998, AND WAS ESTABLISHED AS BEING THE AS NORTH BEARING EAST COUNTY SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 31, T45S, R4E, SLB&M, EAST, AND THE SURVEY MONUMENT TO DRAIN DRAIN CORNER FROM THE COUNTY ZONE BEARINGS, ROTATE THE BEARINGS ON THIS MAP IN THE COUNTERCLOCKWISE DIRECTION ONLY.

SOUTH 1/4 CORNER SECTION 3 T45, R4E, SLB&M

BASIS OF BEARINGS: N89°33'12"E, BETWEEN SECTION CORNERS

LEGEND

- RIGHT-OF-WAY DEDICATION TO MIDWAY CITY
- THIS SECTION OF CASCADE PARKWAY MAY BE ABANDONED BY MIDWAY CITY IF IT IS POSSIBLE TO LOCATE AN ALTERNATE INTERSECTION SITE WITH 970 SOUTH

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED
 MIDWAY CITY, WASHINGTON COUNTY, STATE OF UTAH

PREPARED BY: [Seal] [Seal] [Seal] [Seal]
 SHEET 2 of 2

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION - AMENDED - 06 - 14 - NOVEMBER 2006

SURVEYOR'S CERTIFICATE
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT...

BOUNDARY DESCRIPTION
BEGINNING NORTH 07°56'32" WEST 440.00 FEET TO THE SECTION CORNER...

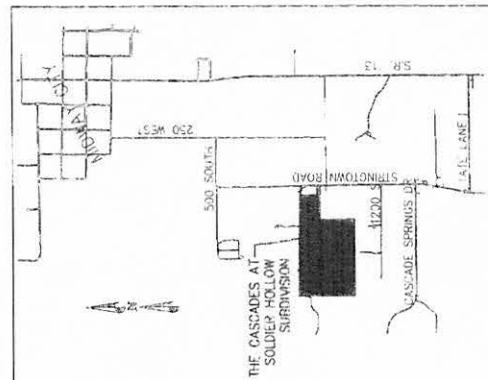
OWNER'S DEDICATION
I, THE UNDERSIGNED (OWNERS) OF THE PROPERTY...

ACKNOWLEDGMENT
I, BRADLEY WASHINGTON, DEED RECORDER...

PLANNING COMMISSION APPROVAL
APPROVED THIS 6th DAY OF JANUARY, 2007...

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED

HERBERT COUNTY, MISSOURI, STATE OF MISSOURI
SUBDIVISION RECORDS



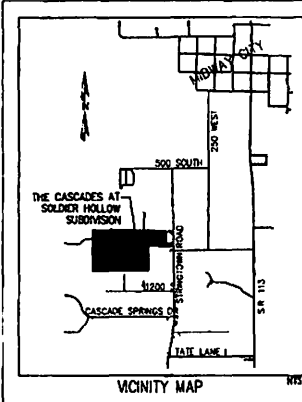
VICINITY MAP
LINE BEARING LENGTH LINE BEARING LENGTH

ADDRESS TABLE
LOT ADDRESS LOT ADDRESS

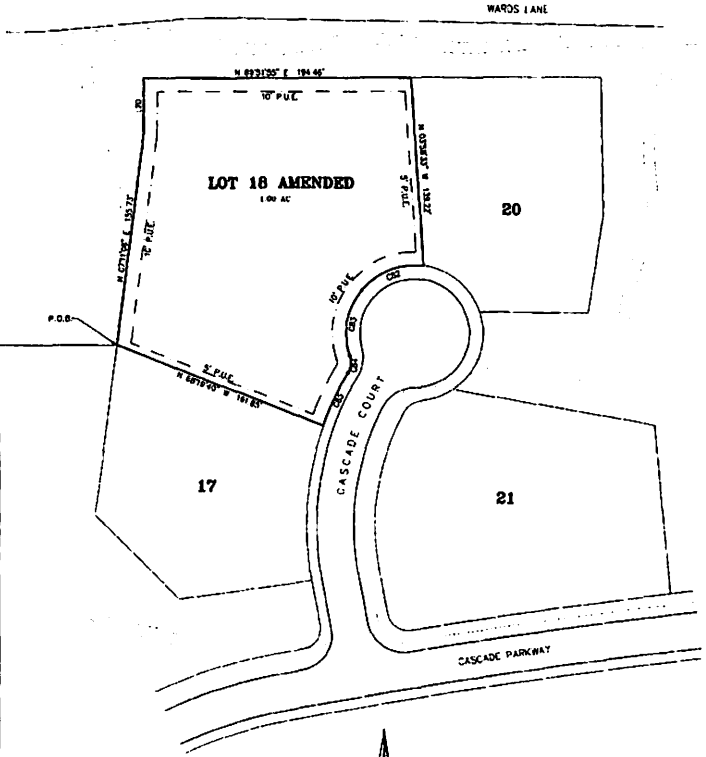
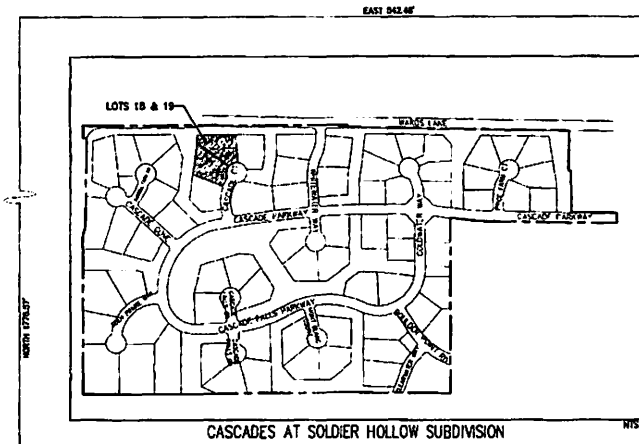
DETAILED CURVE TABLE with columns: CURVE, LENGTH, BEARING, DELTA, RADIUS, CHORD, BEARING, CHORD

DETAILED ADDRESS TABLE with columns: LOT, ADDRESS, LOT, ADDRESS

DETAILED ADDRESS TABLE (continued) with columns: LOT, ADDRESS, LOT, ADDRESS



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SUBDIVISION PLAT WAS ESTABLISHED AS NORTH 89°31'2" EAST BETWEEN WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTHWEST AND SOUTH ONE-QUARTER CORNERS OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH THE BASIS OF BEARINGS OF THAT CERTAIN CONTROL NETWORK SURVEY PERFORMED BY ENGINEERING PLANNING GROUP, INC. FOR MIDWAY CITY IN 1998. WHICH WAS ESTABLISHED AT THAT TIME AS SOUTH 60°04'31" EAST BETWEEN THE FIRST-ORDER BRASS CAP CONTROL POINT LOCATED ON HEDDING HILL AND THE WASATCH COUNTY SURVEY MONUMENT LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN TO OBTAIN UTM COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS, ROTATE THE BEARINGS ON THIS MAP IN THE COUNTERCLOCKWISE DIRECTION 00°01'29".



ADDRESS TABLE

LOT	ADDRESS
18	118 SOUTH CASCADE COURT
19	119 AMENDED

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C87	51.24'	50.36'	58°42'50"	49.02'	S 68°11'34" W
C83	50.56'	50.30'	57°52'58"	48.43'	S 02°52'10" W
C84	12.96'	15.00'	49°10'36"	12.56'	S 02°53'29" W
C85	43.26'	221.00'	117°2'58"	43.19'	S 24°48'18" W

LINE TABLE

LINE	LENGTH	BEARING
L20	41.79'	NORTH

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION - AMENDED PLAT FOR LOTS 18 & 19 - 21 MARCH 2016

SURVEYOR:
 SUNMET ENGINEERING GROUP, INC.
 BING CHRISTENSEN, PLS
 P.O. BOX 178
 MIDWAY CITY, UTAH 84032
 PHONE: (435) 654-9229

DATE OF SURVEY: APRIL 2016

SURVEYOR'S CERTIFICATE
 IN ACCORDANCE WITH SECTION 10-9a-803 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145706 IN ACCORDANCE WITH TITLE 68, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.
 I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE AND HAVE MEASURED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.
 DATE: 5-12-16
 SURVEYOR: BING CHRISTENSEN (SEE SIGNATURE)

BOUNDARY DESCRIPTION
 ALL OF LOTS 18 AND 19 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED PLAT AS RECORDED AS ENTRY NUMBER 317021 IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UT.
 ALSO DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT WHICH IS NORTH 177°57' FEET AND EAST 342.48' FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE NORTH 07°11'00" EAST 153.73' FEET; THENCE NORTH 41.79' FEET; THENCE NORTH 89°31'20" EAST 194.48' FEET; THENCE SOUTH 03°56'31" EAST 38.22' FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 31.24' FEET (CENTRAL ANGLE OF 58°42'50" AND A CHORD BEARING SOUTH 68°11'34" WEST 49.02' FEET); THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 50.56' FEET (CENTRAL ANGLE OF 57°52'58" AND A CHORD BEARING SOUTH 02°52'10" WEST 48.43' FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 12.96' FEET (CENTRAL ANGLE OF 49°10'36" AND A CHORD BEARING SOUTH 02°53'29" WEST 12.56' FEET); THENCE ALONG THE ARC OF A 221.00 FOOT RADIUS CURVE TO THE LEFT 43.26' FEET (CENTRAL ANGLE OF 117°2'58" AND A CHORD BEARING SOUTH 24°48'18" WEST 43.19' FEET); THENCE NORTH 68°11'34" WEST 181.85' FEET TO THE POINT OF BEGINNING.
 CONTAINING: 1.00 ACRE

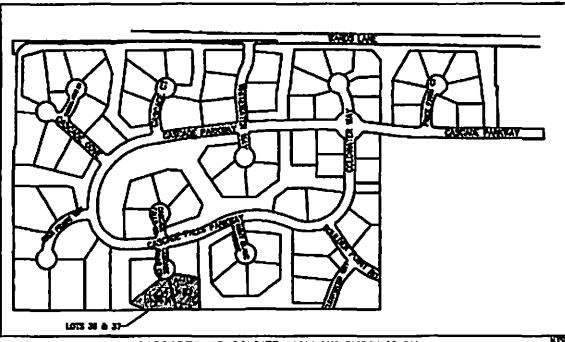
OWNER'S CONSENT TO RECORD
 I KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE CONVEYED IN TO ONE LOT, AND HEREBY GRANT THOSE AREAS LABELED AS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES.
 DATED THE 19th DAY OF December, A.D. 2016
 BY: [Signatures]
 BY: CHRISTOPHER H. GLASON, [Signature]
 COUNTY CLERK

ACKNOWLEDGMENT
 STATE OF UTAH) SS
 COUNTY OF WASATCH)
 ON THE 19th DAY OF December, A.D. 2016, I PERSONALLY APPEARED BEFORE ME, CHRISTOPHER H. GLASON, COUNTY CLERK, WHO DULY ACKNOWLEDGED TO ME THAT HE/HE/SHE DID EXECUTE THE SAME.
 MY COMMISSION EXPIRES 12/31/2017. [Signature]
 COUNTY CLERK

ACCEPTANCE BY MIDWAY CITY
 THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AMENDMENT AND ACCEPTS THE GRANT OF PUBLIC UTILITY EASEMENTS AS SHOWN HEREON.
 THIS 25th DAY OF May, A.D. 2016
 APPROVED: [Signature] MAYOR
 APPROVED: [Signature] CITY CLERK
 APPROVED: [Signature] CITY ATTORNEY

PLANNING COMMISSION APPROVAL
 APPROVED THIS 26th DAY OF May, A.D. 2016 BY THE
 [Signatures]
 DIRECTOR - SECRETARY
 CHAIRMAN, PLANNING COMMISSION

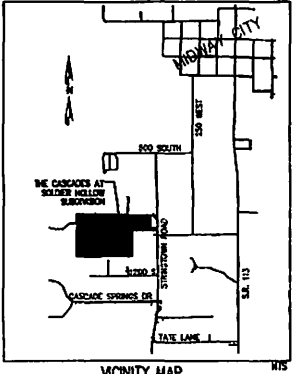
THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED LOTS 18 AND 19 AMENDED
 MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH
 IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 SPOONER EA. CORN RANGE EA. 673 BOUND EA. 680-BOUND EA.
 [Signatures and Stamps]



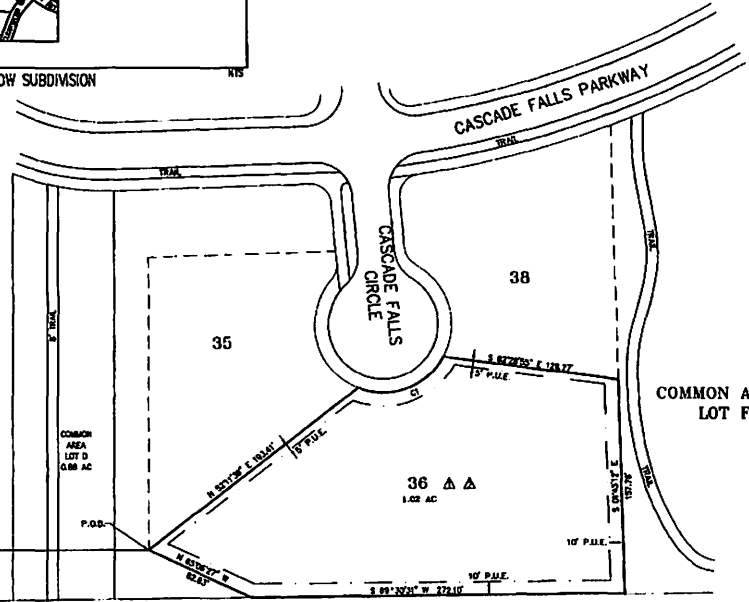
THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED LOT 36 AMENDED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	73.08'	30.07'	85°47'28"	68.73'	N 85°31'20" E

CASCADES AT SOLDIER HOLLOW SUBDIVISION



VICINITY MAP



COMMON AREA LOT F

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON the 11th DAY of September, A.D. 2018, I, Robert B. Angelle, PERSONALLY APPEARED BEFORE ME, Robert B. Angelle, a Notary Public, who duly acknowledged to me that he/she do execute the same.

BY COMMISSION EXPIRES: 09/11/2021 NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON the 11th DAY of September, A.D. 2018, I, Robert B. Angelle, PERSONALLY APPEARED BEFORE ME, Robert B. Angelle, a Notary Public, who duly acknowledged to me that he/she do execute the same.

BY COMMISSION EXPIRES: 09/11/2021 NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON the 11th DAY of September, A.D. 2018, I, Robert B. Angelle, PERSONALLY APPEARED BEFORE ME, Robert B. Angelle, a Notary Public, who duly acknowledged to me that he/she do execute the same.

BY COMMISSION EXPIRES: 09/11/2021 NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON the 11th DAY of September, A.D. 2018, I, Robert B. Angelle, PERSONALLY APPEARED BEFORE ME, Robert B. Angelle, a Notary Public, who duly acknowledged to me that he/she do execute the same.

BY COMMISSION EXPIRES: 09/11/2021 NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 13-10-103 OF THE UTAH CODE, I, Erin Christensen, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 14781 IN ACCORDANCE WITH TITLE 19, CHAPTER 12, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAN IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAN.

DATE: 9-11-18 SIGNATURE: [Signature] (SEE SEAL BEHIND)

BOUNDARY DESCRIPTION

ALL OF LOTS 36 AND 37 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED PLAN AS RECORDED AS ENTRY NUMBER 37021 IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UT.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 725.43 FEET AND EAST 504.82 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MICHIGAN;

THENCE NORTH 52°17'30" EAST 183.41 FEET;

THENCE ALONG THE ARC OF A 30.07 FOOT RADIUS CURVE TO THE RIGHT 73.08 FEET (CENTRAL ANGLE OF 85°47'28" AND A CHORD BEARING NORTH 85°31'20" EAST 68.73 FEET);

THENCE SOUTH 82°28'55" EAST 128.27 FEET;

THENCE SOUTH 85°30'31" WEST 272.11 FEET;

THENCE NORTH 65°06'27" EAST 82.83 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.02 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SUBDIVISION PLAN WAS ESTABLISHED AS NORTH 00°31'21" EAST OBTAINED WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTHWEST AND SOUTH ONE-QUARTER CORNERS OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MICHIGAN, IN CONFORMANCE WITH THE BASIS OF BEARINGS OF THAT CERTAIN CONTROL NETWORK SURVEY PERFORMED BY ENGINEERING PLANNING GROUP INC. FOR MIDWAY CITY IN 1988, WHICH WAS ESTABLISHED AT THAT TIME AS SOUTH 84°24'51" EAST BETWEEN THE FIRST-ORDER GRASSY CUP CONTROL POINT LOCATED ON MICHIGAN HILL AND THE WASATCH COUNTY SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MICHIGAN. TO OBTAIN UTM COORDINATE SYSTEM 1983 CENTRAL ZONE DATUMS, ROTATE THE BEARINGS ON THIS MAP IN THE COUNTERCLOCKWISE DIRECTION 00°12'.

OWNER'S CONSENT TO RECORD

I, Robert B. Angelle, a Notary Public, do hereby certify that the undersigned owners of the property described herein, have caused the same to be conveyed into one lot, and hereby grant those areas labeled as easements for the construction and maintenance of public utilities.

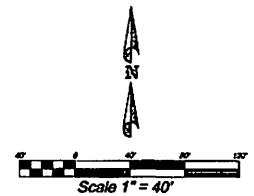
WITNESSETH THIS 11th DAY of September, A.D. 2018.

FOR LOT 36: Robert B. Angelle, BANK ANGELES

FOR LOT 37: Robert B. Angelle, BANK ANGELES

BY: Robert B. Angelle, COURT R. ANGELES

BY: Robert B. Angelle, COURT R. ANGELES



LEGEND FILE PUBLIC UTILITY EASEMENT

△ PLAT AMENDMENT NOTES:
THIS PLAT AMENDMENT COMBINES LOTS 36 & 37 INTO ONE LOT
△ P.U.E. REMOVED BETWEEN LOTS 36 & 37

ADDRESS TABLE

LOT	ADDRESS
36	1050 SOUTH CASCADE FALLS CIRCLE
37	REMOVED

Frank Han 9/11/18
COUNTY SURVEYOR

Don Stapp DATE: 9-11-18
NOTARY PUBLIC

Frank Han
COUNTY SURVEYOR

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AMENDMENT AND ACCEPTS THE GRANT OF PUBLIC UTILITY EASEMENTS AS SHOWN HEREON.

THIS 9th DAY of November, A.D. 2018.

APPROVED: [Signature] ATTEST: [Signature]
CITY CLERK CITY ATTORNEY

APPROVED: [Signature] APPROVED: [Signature]
CITY ENGINEER CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 9th DAY of September, A.D. 2018, BY THE

[Signature] CITY PLANNING COMMISSION
[Signature] CHAIRMAN, PLANNING COMMISSION

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION AMENDED LOT 36 AMENDED

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH
IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MICHIGAN

SURVEYOR'S SEAL
NOTARY PUBLIC SEAL
CITY ENGINEER SEAL
CITY CLERK SEAL

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION - AMENDED PLAN FOR LOT 36 - 10 SEPTEMBER 2018

SURVEYOR:
ERIN CHRISTENSEN GROUP, INC.
ERIN CHRISTENSEN, PLS
P.O. BOX 179
MIDWAY CITY, UTAH 84032
PHONE: (435) 654-4229

COUNTY RECORDER

BY: [Signature] DATE: 9/11/18
COUNTY RECORDER

EXHIBIT A

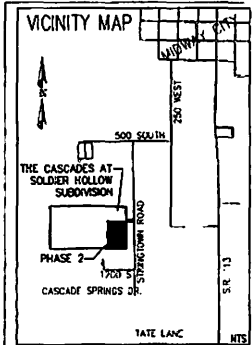
"Legal Description"

All of Lots 1 through 18 and 20 through 72 of The Cascades at Soldier Hollow Subdivision, Amended, according to the Official Plat thereof on file and of record in The Wasatch County Recorder's Office, Heber City, Utah.

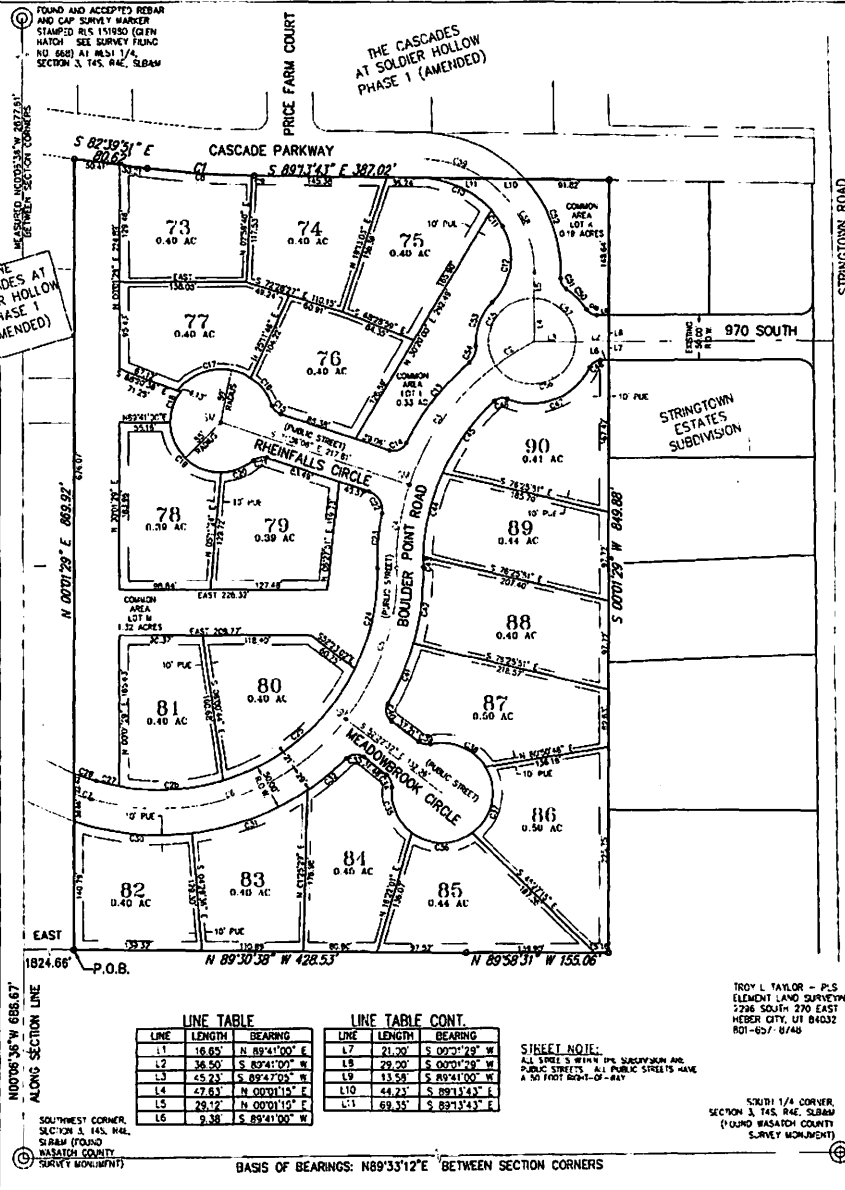
Cascades at Soldier Hollow Subdivision, Amended

Lot#	Serial #	Lot#	Serial #	Lot#	Serial #	Lot#	Serial #
Lot 1	OZH-0001-0-003-044					Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-0020-0-003-044	Lot 38	OZH-0038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-0021-0-003-044	Lot 39	OZH-0039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-0022-0-003-044	Lot 40	OZH-0040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-0023-0-003-044	Lot 41	OZH-0041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-0024-0-003-044	Lot 42	OZH-0042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-0025-0-003-044	Lot 43	OZH-0043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-0026-0-003-044	Lot 44	OZH-0044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-0027-0-003-044	Lot 45	OZH-0045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-0028-0-003-044	Lot 46	OZH-0046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-0029-0-003-044	Lot 47	OZH-0047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-0030-0-003-044	Lot 48	OZH-0048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-0031-0-003-044	Lot 49	OZH-0049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-0032-0-003-044	Lot 50	OZH-0050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-0033-0-003-044	Lot 51	OZH-0051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-0034-0-003-044	Lot 52	OZH-0052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-0035-0-003-044	Lot 53	OZH-0053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-0036-0-003-044	Lot 54	OZH-0054-0-003-044	Lot 72	OZH-0072-0-003-044

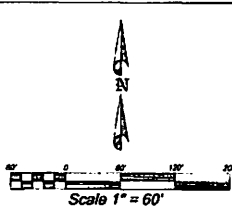
Attachment 2 – Phase II Plat Map, Recorded Amendments and Legal Description



CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	116.97	1071.00	0623.32	116.91
C2	49.40	274.00	107.73	49.30
C3	163.54	274.00	34.04	161.14
C4	94.03	274.00	197.22	92.58
C5	178.66	262.00	307.22	175.17
C6	309.51	262.00	681.22	291.56
C7	19.05	359.00	63.09	19.28
C8	114.56	1071.00	627.93	114.50
C9	2.42	1071.00	0.00	2.42
C10	87.62	104.00	4815.48	85.04
C11	21.19	104.00	1149.33	21.16
C12	91.62	71.00	735.95	85.39
C13	114.74	206.00	2200.58	113.04
C14	74.45	115.00	815.90	74.45
C15	14.01	185.00	308.20	14.01
C16	39.77	59.00	3817.33	39.03
C17	88.82	59.00	8713.38	81.47
C18	35.47	55.00	3625.47	34.83
C19	88.81	59.00	8078.00	78.08
C20	38.68	55.00	4071.57	37.89
C21	15.45	115.00	815.90	15.45
C22	30.20	71.00	874.11	30.20
C23	25.29	96.00	1744.96	65.66
C24	114.54	259.00	2727.31	113.45
C25	194.14	274.00	4637.30	188.85
C26	14.11	219.00	2721.19	14.03
C27	25.90	219.00	651.73	25.85
C28	28.17	337.00	8428.87	28.16
C29	11.01	311.00	6197.82	11.01
C30	118.82	283.00	2346.01	119.02
C31	135.19	289.00	2649.09	134.98
C32	55.19	289.00	1056.28	55.11
C33	21.61	15.07	8747.26	19.79
C34	19.48	15.07	5903.01	14.78
C35	14.48	15.00	5958.54	14.28
C36	70.30	24.00	3743.87	65.61
C37	81.31	55.00	8442.08	74.10
C38	69.29	59.00	7211.99	64.80
C39	13.37	15.00	5103.19	12.93
C40	21.56	15.00	8270.16	19.75
C41	71.62	289.00	1471.44	71.42
C42	84.45	289.00	1635.91	84.19
C43	110.31	245.00	0924.11	112.61
C44	95.81	246.00	2218.05	95.01
C45	26.93	248.00	2244.46	26.31
C46	15.07	14.00	29334.00	14.24
C47	106.71	69.07	8848.26	96.39
C48	14.81	13.00	29447.27	14.03
C49	14.48	13.00	5924.57	12.78
C50	11.91	49.00	8233.01	11.67
C51	13.62	13.00	6038.16	13.00
C52	119.02	154.00	4416.53	116.05
C53	52.80	61.00	4936.47	51.17
C54	19.81	21.00	30629.53	18.30
C55	104.12	47.50	12648.04	84.95
C56	17.02	47.50	14574.17	31.84
C57	71.33	47.50	8715.01	68.47
C58	121.20	125.00	55333.15	116.51
C59	121.20	125.00	3341.43	72.48



LINE TABLE			LINE TABLE CONT.		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	16.65	N 89°41'00" E	L7	21.00	S 00°31'28" W
L2	36.50	S 89°41'00" W	L8	29.00	S 00°31'28" W
L3	45.23	S 89°41'00" W	L9	33.58	S 89°41'00" W
L4	47.83	N 00°31'12" E	L10	44.25	S 89°41'43" E
L5	28.12	N 00°31'12" E	L11	69.35	S 89°41'43" E
L6	9.38	S 89°41'00" E			



COMMON AREA NOTES:

- ALL COMMON AREA LOTS ARE DEDICATED AS OPEN SPACE AND SHALL BE MAINTAINED BY THE COMMON AREA OWNERS ASSOCIATION.
- THE CASCADES AT SOLDIER HOLLOW HOME OWNERS ASSOCIATION IS OBLIGATED TO MAINTAIN ALL COMMON AREAS MAINTENANCE PROVIDED BY HOME OWNERS ASSOCIATION MUST MEET OR EXCEED A STANDARD OF MAINTENANCE AS ESTABLISHED BY MIDWAY CITY. MIDWAY CITY MAY CONSTRUCT OR MAINTAIN SUCH IMPROVEMENTS UPON THE COMMON AREA PARCELS THAT ARE NOT ESTABLISHED AT THAT TIME AS OPEN SPACE.
- THESE SHALL BE NO STRUCTURES BUILT IN THE COMMON AREA PARCELS THAT ARE USED FOR OPEN SPACE.
- THIS SUBDIVISION IS LOCATED WITHIN AN AERODROME EXCLUSION ZONE AND IS SUBJECT TO THE MOST, GOCS, DUST, ETC. FOR SUCH ACTIVITIES.

PUBLIC UTILITY:
ALL COMMON AREA LOTS ARE DEEMED AS A PUBLIC UTILITY EASEMENT.

LOT	ADDRESS
73	288 WEST CASCADE PARKWAY
74	288 WEST CASCADE PARKWAY
75	213 WEST CASCADE PARKWAY
76	244 WEST MEADOWS CIRCLE
77	358 WEST RHEINFALLS CIRCLE
78	329 WEST RHEINFALLS CIRCLE
79	345 WEST RHEINFALLS CIRCLE
80	140 WEST BOULDER POINT ROAD
81	584 WEST BOULDER POINT ROAD
82	584 WEST BOULDER POINT ROAD
83	581 WEST BOULDER POINT ROAD
84	537 WEST BOULDER POINT ROAD
85	537 WEST MEADOWBROOK CIRCLE
86	503 WEST MEADOWBROOK CIRCLE
87	510 WEST MEADOWBROOK CIRCLE
88	527 WEST BOULDER POINT ROAD
89	525 WEST BOULDER POINT ROAD
90	521 SOUTH BOULDER POINT ROAD
91	513 SOUTH BOULDER POINT ROAD

ADDRESS TABLE

TROY L TAYLOR - PLS ELEMENT LAND SURVEYING
2286 SOUTH 270 EAST
HEBER CITY, UT 84032
801-657-8748

SCOUR 1/4 CORNER SECTION 3, T4S, R4E, S38M (1/4 CORNER WASATCH COUNTY SURVEY MONUMENT)

STREET NOTE:
ALL LOTS WITHIN THE SUBDIVISION ARE 50 FEET WIDE. ALL PUBLIC UTILITIES HAVE A 50 FOOT RIGHT-OF-WAY.

DATE: 7/16/18
DATE: 7/16/18
DATE: 7/16/18

COUNTY RECORDER

2018 JUL 17 10:00 AM
MIDWAY UTAH COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 6654112 IN ACCORDANCE WITH TITLE 36, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAN IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAN.

Exp. 28 2018
DATE: 7/16/18
TROY L. TAYLOR
SURVEYOR
021 84 8888

BOUNDARY DESCRIPTION

BEGINNING NORTH 07°02'31" WEST 886.67 FEET ALONG THE SECTION LINE AND EAST 1024.68 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN;

AND RUNNING THENCE NORTH 00°01'23" EAST 808.82 FEET; THENCE SOUTH 87°32'51" EAST 80.82 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONVEX NORTHEAST WITH A RADIUS OF 1021.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 07°00'00" EAST; THENCE EASTERLY 116.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°53'31" (CHORD BEARS SOUTH 85°54'47" EAST 116.97 FEET); THENCE SOUTH 89°13'45" (LAST) 397.07 FEET; THENCE SOUTH 00°01'28" WEST 848.00 FEET; THENCE NORTH 89°30'38" WEST 155.00 FEET; THENCE NORTH 89°30'38" WEST 436.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.4468 ACRES.

BASIS OF BEARINGS

THE BEARING OF EACH OF THE SUBDIVISION PLATS IS ESTABLISHED AS NORTH 89°30'38" EAST BETWEEN WASATCH COUNTY SURVEY MONUMENTS LOCATED AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN. THE BEARING OF EACH OF THE SUBDIVISION PLATS IS ESTABLISHED ON THE BASIS OF BEARINGS OF THAT CERTAIN CORNER. SURVEY BEARINGS ARE ESTABLISHED BY THE METHOD OF BEARINGS AND DISTANCES ESTABLISHED AT THAT TIME AS OPEN SPACE. EAST BETWEEN THE FIRST-CORNER MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN. TO OBTAIN UTM COORDINATE SYSTEM FILED CONTROL POINT BEARINGS, ROTATE THE BEARINGS ON THIS MAP TO THE POINT OF BEGINNING.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, THE UNPERSONED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LATTERLY AS PUBLIC STREETS AND EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

DATED THIS 16th DAY OF JULY, 2018, AT JOHNS VALLEY, UT.

CASCADES AT SOLDIER HOLLOW, LLC, A UTAH LIMITED LIABILITY COMPANY
BY: OVERHOLM, LLC, A UTAH LIMITED LIABILITY COMPANY AS SOLE MANAGER OF CASCADES AT SOLDIER HOLLOW, LLC BY: JARA HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY
AS SOLE MANAGER OF OVERHOLM, LLC, A UTAH LIMITED LIABILITY COMPANY
BY: JARA HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WASATCH) ss
ON the 16th day of July, 2018, A.D. 2018, before me, the undersigned authority, the above-named parties acknowledged to me that he/she do execute the same in the capacity noted.

BY COMMISSIONER: [Signature]
BY NOTARY PUBLIC: [Signature]

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREOF HEREIN.

THIS 16th DAY OF July, A.D. 2018.

APPROVED: [Signature] ATTEST: [Signature]
CITY CLERK CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 30th DAY OF March, A.D. 2018, BY THE
MIDWAY CITY PLANNING COMMISSION

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2

MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

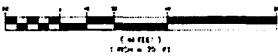
SEAL OF UTAH
SEAL OF WASATCH COUNTY
SEAL OF MIDWAY CITY

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 82 AMENDED

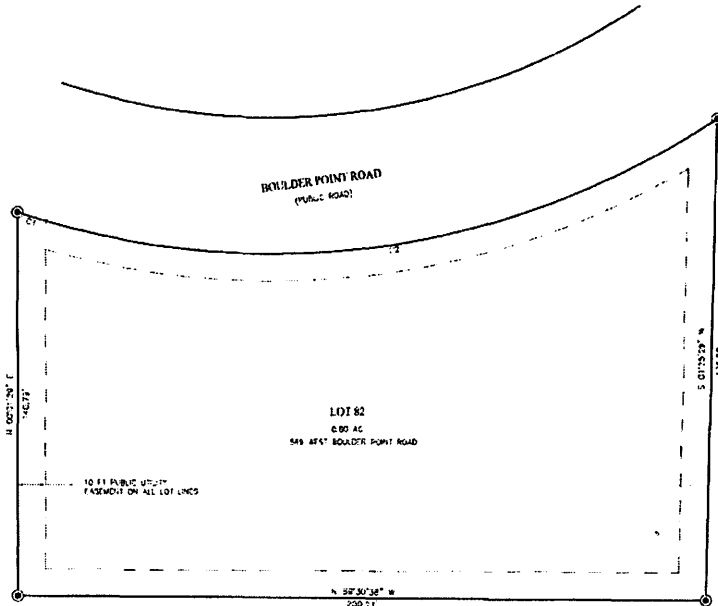
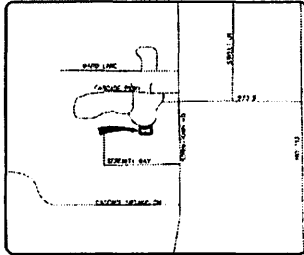
BEING A COMBINATION OF LOTS 82 & 83



GRAPHIC SCALE



VICINITY MAP



LEGEND

① 5/8" NEBRASKA AND OMAHA CAP STAMPED SUMMIT INC. 435-654-9229 TO BE SET ON ALL LOT CORNERS

NO.	BEARING	DISTANCE	AREA	PERIMETER	AREA	PERIMETER
1	N 89° 30' 36" W	700.77				
2	S 89° 30' 36" E	700.77				
3	N 89° 30' 36" W	700.77				
4	S 89° 30' 36" E	700.77				

PLAT NOTES:

1. THIS PLAT AMENDMENT HAS BEEN APPROVED FOR THE PURPOSE OF COMBINING LOTS 82 AND 83 INTO A LARGER LOT AS SHOWN HEREON.
2. UPON RECORDATION OF THIS PLAT AMENDMENT THE 30 FT PUBLIC UTILITY EASEMENT BETWEEN LOTS 82 AND 83 OF THE ORIGINAL PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 IS HEREBY TERMINATED BY THE MIDWAY CITY COUNCIL. THERE ARE NO EXISTING UTILITIES USING THIS EASEMENT.
3. ALL PRIOR PLAT NOTES, COVENANTS, AND RESTRICTIONS OF RECORD SHALL REMAIN IN EFFECT FOR THIS NEW LOT. SEE SUBDIVISION PLAT # FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 RECORDED AS ENTRY 481770 IN WASATCH COUNTY OFFICIAL RECORDS.
4. REFER TO THE ORIGINAL RECORDED PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 FOR SECTION TIES, BASIS OF BEARINGS, AND OTHER LOCATION AND SURVEY INFORMATION.

NARRATIVE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE LOT 82 & LOT 83 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 INTO ONE LOT.

MIDWAY CITY ATTORNEY

[Signature] 4/11/20
CITY ATTORNEY

MIDWAY SANITATION DISTRICT

[Signature] 3-9-20
DISTRICT

MIDWAY ENGINEER APPROVAL

[Signature] 3-26-20
ENGINEER

MIDWAY IRRIGATION

[Signature] 3-26-20
IRRIGATION

SURVEYOR'S CERTIFICATE

I, *[Signature]*, being duly sworn, certify that I am a duly licensed Professional Land Surveyor in the State of Utah, and that I have personally surveyed and prepared the foregoing plat for the purpose of amending the subdivision of the land shown on the plat and recorded on file in the office of the County Recorder, Wasatch County, Utah, and that the same is true and correct.

DATE: 12-18-19
PROFESSIONAL LAND SURVEYOR

BOUNDARY DESCRIPTION

LOTS 82 AND 83 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, ACCORDING TO THE ORIGINAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF RECORDER, WASATCH COUNTY, UTAH, CONTAIN 0.89 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS PER THE ORIGINAL RECORDED SUBDIVISION PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 (ENTRY 481770).

OWNER'S DEDICATION AND CONSENT TO RECORD

WE, THE UNDERSIGNED OWNERS OF LOTS 82 AND 83 IN THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, HEREBY DEDICATE AND CONSENT TO THE REVISIONS SHOWN ON THIS PLAT, AND WE HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PLAT, AND WE HEREBY AGREE TO RECORD THIS PLAT.

[Signature] 12/17/19
OWNER

[Signature] 12/17/19
OWNER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH

ON THE 17th DAY OF December, 2019, I, *[Signature]*, County Recorder, Wasatch County, Utah, have personally appeared before me *[Signature]*, County Recorder, Wasatch County, Utah, and we have acknowledged the foregoing plat, and we have signed and sealed this certificate of acknowledgment in the presence of the parties thereto.

12/17/19
COUNTY RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF MIDWAY, UTAH, APPROVES THIS SUBDIVISION PLAT AMENDMENT SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND IS IN FULL AGREEMENT WITH THE SAME.

[Signature]
CITY CLERK

[Signature]
CITY CLERK

PLANNING APPROVAL

APPROVED BY THE CITY OF MIDWAY, UTAH, ON THE 26th DAY OF March, 2020, BY THE PLANNING DIRECTOR.

[Signature]
PLANNING DIRECTOR

WASATCH COUNTY RECORDER

FILED 12/18/19 11:21 AM 2019
BY *[Signature]*
COUNTY RECORDER

PROJECT: L19-244
PROPOSED FOR: CASCADES II AT SOLDIER HOLLOW, LLC
SHEET: 1 OF 1
PROJECT: CASCADES AT SOLDIER HOLLOW PHASE 2
82 & 83 LOT COMBO

Summit Engineering Group Inc.
1000 S. 1000 E. SUITE 100
MIDWAY, UTAH 84049
TEL: 435-654-9229
WWW.SUMMITENGINEERING.COM

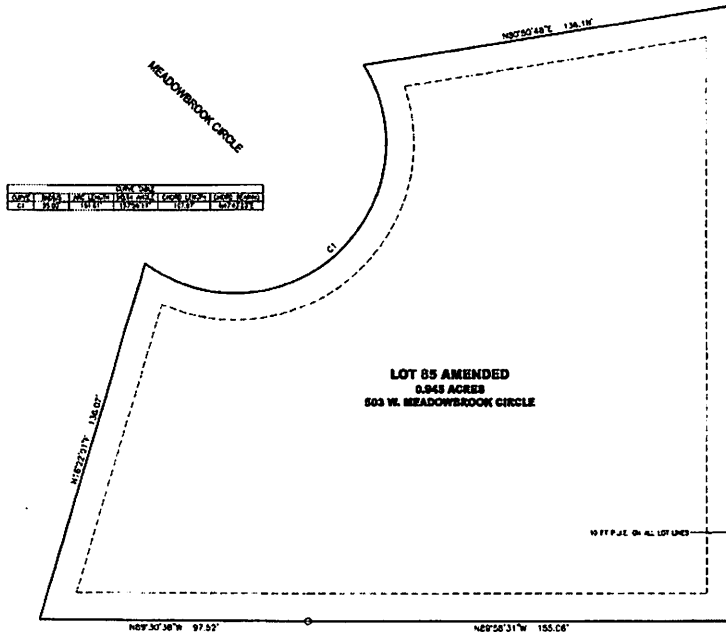
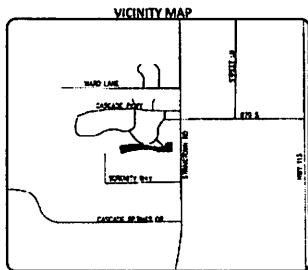
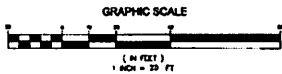
Summit Engineering Group Inc.
1000 S. 1000 E. SUITE 100
MIDWAY, UTAH 84049
TEL: 435-654-9229
WWW.SUMMITENGINEERING.COM

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 82 AMENDED
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 4 EAST, ZONE 10M
MIDWAY CITY, WASATCH COUNTY, UTAH

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM RECORD OF SURVEY # 4
[Signature] 12-18-19
COUNTY SURVEYOR

THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 LOT 85 AMENDED

BEING A COMBINATION OF LOTS 85 & 86



LOT 85 AMENDED
0.948 ACRES
503 W. MEADOWSROCK CIRCLE

NARRATIVE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE LOT 85 & 86 INTO A LARGER LOT 85 AS SHOWN HEREON.

MIDWAY CITY ATTORNEY

Chad & Jeannine Briggs
11-16-2020
DATE

MIDWAY SANITATION DISTRICT

D. Appel
11-9-2020
DATE

MIDWAY ENGINEER APPROVAL

Chad & Jeannine Briggs
11-16-2020
DATE

PLAT NOTES:

1. THIS PLAT AMENDMENT HAS BEEN APPROVED FOR THE PURPOSES OF COMBINING LOTS 85 AND 86 INTO A LARGER LOT 85 AS SHOWN HEREON.
2. UPON RECORDED OF THIS PLAT AMENDMENT THE 30 FT PUBLIC UTILITY EASEMENT BETWEEN LOTS 85 AND 86 OF THE ORIGINAL PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 IS HEREBY TERMINATED BY THE MIDWAY CITY COUNCIL. THERE ARE NO EXISTING UTILITIES UNDER THIS EASEMENT.
3. ALL PRIOR PLAT NOTES, COVENANTS, AND RESTRICTIONS OF RECORD SHALL REMAIN IN EFFECT FOR THIS NEW LOT 85 SUBDIVISION PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 RECORDED AS ENTRY 43725 IN WASHINGTON COUNTY OFFICIAL RECORDS.
4. REFER TO THE ORIGINAL RECORDED PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 FOR SECTION TIES, BASIS OF BEARINGS, AND OTHER LOCATION AND SURVEY INFORMATION.

MIDWAY IRRIGATION

Mark Farrell
11/16/2020
DATE

PROJECT: L20-262
PREPARED FOR: CHAD & JEANNINE BRIGGS
SHEET: 1 OF 1
PROJECT: CASCADES AT SOLDIER HOLLOW PHASE 2 85 & 86 LOT COMBO



**THE CASCADES AT SOLDIER HOLLOW
SUBDIVISION PHASE 2 LOT 85 AMENDED**
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4
SOUTH, RANGE 4 EAST, S2.E3.M.
MIDWAY CITY, WASHINGTON COUNTY, UTAH

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM RECORD OF SURVEY & TIES
Travis
WASHINGTON COUNTY SURVEYOR DATE

SURVEYOR'S CERTIFICATE

I HEREBY HOLDER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 1177251 AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY AN AUTHORITY OF THE COMMISSION THAT I HAVE MADE A SURVEY OF THE PLOT OF LAND SHOWN ON THIS PLAT AND RECORDED HEREON.

Daniel
DANIEL KOWEY
PROFESSIONAL LAND SURVEYOR

11-22-2020
DATE



BOUNDARY DESCRIPTION

LOTS 85 AND 86 OF THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, ACCORDING TO THE ORIGINAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF RECORDS, WASHINGTON COUNTY, UTAH, CONTAINS 0.948 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS SET BY THE ORIGINAL RECORDED SUBDIVISION PLAT FOR THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2 (ENTRY NO. 43725).

OWNER'S DEDICATION AND CONSENT TO RECORD

WE, THE UNDERSIGNED OWNERS OF LOTS 85 AND 86 IN THE CASCADES AT SOLDIER HOLLOW SUBDIVISION PHASE 2, CONSENT ON THIS PLAT AND RECORDED BY THE SURVEYOR'S COOPERATE ON THIS PLAT HAVE CAUSED THIS PLAT AMENDMENT TO BE CREATED AND GRANT TO MIDWAY CITY THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON, AND HEREBY GIVE CONSENT TO RECORD THIS PLAT.

Chad & Jeannine Briggs
11-17-2020
DATE

Jeannine Briggs
11-19-2020
DATE

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON
ON THE 17 DAY OF Nov 2020, I, CHAD & JEANNINE BRIGGS, REED PERSONALLY APPEARED BEFORE ME, CHRIS LAMBERT, A JUDICIAL OFFICER WHO HAD BEEN DULY QUALIFIED AND WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED FREELY AND VOLUNTARILY AND FOR THE PURPOSES INTENDED.

Chris Lambert
CHRIS LAMBERT
JUDICIAL OFFICER
11/17/2020
BY COMMISSIONER

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF MIDWAY, UTAH, APPROVES THIS SUBDIVISION PLAT AMENDMENT SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS 16 DAY OF November, 2020.

Wilson
MAYOR
Wilson
CITY CLERK



PLANNING APPROVAL

APPROVED THIS 16 DAY OF November, 2020 BY THE PLANNING DIRECTOR OF MIDWAY, UTAH.

Michelle
PLANNING DIRECTOR

WASATCH COUNTY RECORDER

FILED 11/22/2020 1:38 PM FROM 1608
DATE 11/22/2020 TIME 1:38 PM FILE # 2520
FOR CASCADES AT SOLDIER HOLLOW PHASE 2
BY 1177251 WASHINGTON COUNTY ENGINEER DANIEL KOWEY

PHASE II PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Real property in the County of Wasatch, State of Utah,
described as follows:

Parcel 1:

Beginning North 00°06'36" West 686.67 feet along the section line and East 1824.66 feet from the Wasatch County Survey Monument for the Southwest corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; And running thence North 00°01'29" East 578.67 feet; thence South 54°40'56" East 181.09 feet; thence North 65°59'23" East 164.72 feet; thence South 24°00'37" East 40.00 feet; thence North 65°59'23" East 50.00 feet; thence South 24°00'37" East 125.84 feet; thence North 66°06'23" East 188.29 feet; thence South 00°01'29" West 489.85 feet; thence North 89°58'31" West 155.06 feet; thence North 89°30'38" West 428.53 feet to the point of beginning.

Tax id no. **OMI-1177-8**

Parcel 2:

Beginning North 1,151.77 feet and West 275.20 feet from the South One-Quarter Corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 66°04'54" West 188.29 feet; thence North 24°02'06" West 125.84 feet; thence South 65°57'54" West 50.00 feet; thence North 24°02'06" West 40.00 feet; thence South 65°57'54" West 164.72 feet; thence North 54°42'25" West 181.09 feet; thence North 257.73 feet; thence East 583.58; thence South 350.03 feet to the point of beginning.

Tax id no. **OMI-1177-6**

Attachment 3 – Annexation Agreement (annexation of Phase II on May 21, 2018)

3

Ent 451723 Bk 1223 Pg 784-794
 Date: 21-MAY-2018 4:12:15PM
 Fee: \$119.00 Check Filed By: TC
 PEGGY FOY SULSER, Recorder
 WASATCH COUNTY CORPORATION
 For: CASCADES II AT SOLDIER HOLLOW L
 LC

WHEN RECORDED RETURN TO:

James C. Ziter, Attorney at Law
 339 East 3900 South, Suite 260
 Salt Lake City, Utah 84107

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is entered into by and between The Cascades at Soldier Hollow Homeowners' Association, Inc. by and through the Board of Trustees of "The Cascades At Soldier Hollow Home Owners' Association" and Cascades II at Soldier Hollow LLC ("Developer") and covers the property located in Wasatch County, Utah, more particularly identified by legal description and parcel number in Exhibit "B" which is the last exhibit attached hereto.

WITNESSETH:

WHEREAS, on or about April 14, 2006 Wasatch Mountain Development LLC recorded that certain "Declaration of Covenants, Conditions and Restrictions of The Cascades At Soldier Hollow" as Entry No. 299883 in book 847, pages 96-124 in the records of the Wasatch County Recorder (the "Original Declaration"). The Original Declaration covered approximately 62.21 acres, which was developed into 72 separate residential parcels (hereinafter "Phase I") and created the "Cascades at Soldier Hollow" subdivision (the Original Subdivision). Later, two of the separate residential parcels were combined into one parcel, resulting in their being 71 total separate residential parcels in the development.

WHEREAS, the Original Declaration was subsequently modified by that certain "First Amendment of Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow" recorded May 12, 2008 as Entry No. 335613 in book 966, pages 993-1038 (the "First Amendment"). The First Amendment was subsequently amended by that certain "Amendment To The First Amendment of Declaration of Covenants, Conditions, and Restrictions" recorded December 4, 2013 as Entry No. 396631, in book 1095, pages 1525-1529 (the "#1 Amendment"). The #1 Amendment was subsequently amended by that certain "Second Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions" recorded December 8, 2014 as Entry No. 407109 in book 1118, pages 1299-1307 (the "#2 Amendment").

WHEREAS, the Original Declaration gave rise to a homeowners association subsequently styled "The Cascades at Soldier Hollow Homeowners' Association, Inc.," (the "HOA") which was formed by the filing of Articles of Incorporation on or

Ent 451723 Bk 1223 Pg 0785

about June 26, 2012, and which subsequently recorded its "Bylaws" on April 12, 2013 as Entry No. 388674 in book 1078 at pages 1385-1392.

WHEREAS, the Original Subdivision has been additionally governed by design guidelines memorialized in the Original Declaration and the amendments thereto, together with that certain "Amended Design Guidelines for the Cascades at Soldier Hollow" (the "Amended Design Guidelines") recorded on March 21, 2016, as Entry No. 422459 in book 1153 at pages 1350-1363. The foregoing design guidelines are further supplemented by that certain "Notice of Building Setback Requirements" recorded on June 5, 2012, as Entry No. 379523 in book 1057 at pages 88-89. The Amended Design Guidelines for the Cascades at Soldier Hollow, and the Notice of Building Setback Requirements are referred to collectively as the "Design Guidelines".

WHEREAS, the Original Declaration, First Amendment, #1 Amendment, and #2 Amendment, Articles of Incorporation, Bylaws, Amended Design Guidelines, and Notice of Building Setback Requirements, shall be referred to collectively as the "Master Declaration", and each of those documents are attached to this Agreement by reference as if fully set forth as an exhibit hereto.

WHEREAS, Developer has purchased and intends to subdivide and develop an approximate 11 acre parcel of land, contiguous to Phase I, comprised of Wasatch County tax ID numbers OMI-1177-8 and OMI-11776 (collectively "Phase II" with a physical address, for reference purposes only as 550 Cascade Parkway, Midway, Utah 84049).

WHEREAS Wasatch Mountain Development and the City of Midway entered into that certain "Cascades at Soldier Hollow Subdivision Master Development Agreement" on or about July 15, 2008 that designated Phase II, now owned by Developer, as included in the Original Subdivision.

WHEREAS, Midway City considers that the land in Phase II is already governed by and part of the Original Subdivision, and both the Association and Developer want Phase II administered by the HOA and subject to the Master Declaration.,

WHEREAS, Phase II is not currently subject to the Master Declaration and the Master Declaration does not currently provide for the annexation of Phase II.

WHEREAS, the HOA members must amend the Master Declaration in order to annex Phase II by obtaining an affirmative vote of two-thirds of the members.

Ent 451723 Bk 1223 Pg 0786

NOW, THEREFORE, contingent upon the necessary approval of the HOA members, the Parties agree as follows incorporating by reference the foregoing recitals and the documents referenced in those recitals as if fully set forth hereafter:

1. The HOA shall have the duty to proceed in good faith and with reasonable diligence to amend the Master Declaration so that the HOA has the authority and power to annex Phase II. Besides this duty, all other duties and obligations of the HOA under this Agreement shall become binding once an amendment to the Master Declaration is recorded in the Wasatch County Recorder's Office.
2. Phase II shall be officially designated as "The Cascades At Soldier Hollow Phase II." Upon the recording of the amendment to the Master Declaration described in Section 1, Developer shall proceed in good faith and with reasonable diligence to obtain approval of a final plat for Phase II. Prior to submitting a plat for approval to any government body, Developer shall obtain approval from the HOA's Board of Trustees (the "Board"). The primary purpose of the Board's review is to determine what elements of Phase II will be designated as Common Area, as that term is defined in the Master Declaration, and that the HOA will be responsible to maintain under the Master Declaration.
3. Subject to the terms herein, Developer agrees to submit Phase II to the terms and authority of the Master Declaration and agrees that the terms of the Master Declaration may be recorded on the title of the Phase II property. Upon the approval of a final plat by the appropriate authorities and the recording of that plat, the HOA shall cause a supplemental declaration to be recorded against all Phase II property to make it subject to the Master Declaration.
4. The HOA acknowledges that upon the addition of Phase II into the Original Subdivision, the HOA shall administer Phase II consistent with the Master Declaration as the same are modified herein.
5. Upon the recordation of the final plat and the supplemental declaration, Developer shall be entitled to Class A membership in the HOA and to one vote for each lot it owns, pursuant to the Master Declaration. Upon the transfer of any lot, the voting rights shall be transferred to the new owner pursuant to the Master Declaration.
6. Because of the differing layout of Phase II, the setbacks in Phase II shall comply with the Midway City setback requirement standards for this zone, which may differ from the setback requirements in the Master

Ent 451723 Bk 1223 Pg 0787

Declaration. A concept plan showing approximate setbacks is attached as Exhibit "A" hereto.

7. The Cascade Parkway which will be replanted by Developer, will be maintained by the HOA once work on the parkway is complete.
8. All land depicted on the final plat as common area and dedicated to the HOA shall become HOA Common Area as that term is defined in the Master Declaration, and any subsequent amendments, pursuant to the terms of this Agreement ("Phase II Common Area").
9. Developer shall submit proposed plans for the Common Area to the Association for approval prior to beginning construction. Developer warrants that all Phase II Common Area will be constructed in accordance with applicable building codes, industry standards, and according to approved plans and specifications. All Phase II Common Area shall be constructed in a workmanlike manner.
10. Developer shall be responsible to maintain, repair, replace, and pay all real estate taxes and government assessments on all Phase II Common Area until construction of all Phase II Common Area has been completed and the first Phase II lot depicted on the final plat has been transferred to an owner. Once this requirement has been met, the HOA shall become responsible to maintain, repair, and replace all Phase II Common Area unless otherwise specified in this Agreement. "Owner," as used in this Section, shall mean a person that 1) purchases or otherwise acquires a lot with the intent to reside on said lot or 2) intends to own said lot for more than one year with the intent to lease it to a person that intends to reside on said lot. Owner shall not include any person that acquires an interest in a lot with the intent to improve and then sell said lot.
11. Except as expressly provided for elsewhere herein, Phase II lots shall not be subject to any HOA assessment while owned by Developer. However, once the HOA becomes responsible to maintain the Phase II Common Areas, as provided for in Section 11, Developer shall pay assessments to assist the maintenance of only the Phase II Common Area. Costs for maintenance of Phase II Common Areas shall be kept separate from other costs incurred by the HOA. Such costs shall be assessed pro rata to Developer owned lots. As Developer transfers Phase II lots to owners, as defined in Section 11, Developer's share of Phase II Common Area maintenance costs shall decrease proportionally. The portions of Phase II Common Area maintenance

Ent 451723 Bk 1223 Pg 0788

costs not paid for by Developer shall be included as a monthly assessment, as described in the Master Declaration. Once a lot is transferred to an owner, as that term is defined in Section 11, the lot shall be subjected to assessments and all other requirements provided for in the Master Declaration and any amendments thereto.

12. If, within five (5) years of the date of this Agreement, Developer has not completed construction on all Phase II lots, Developer agrees that any lots still owned by Developer shall be subjected to all assessments provided for in the Master Declaration.
13. All provisions of the recorded documents referenced herein shall be amended to adopt the provisions of this Agreement wherever inconsistent, as such provisions apply to Phase II.
14. The HOA and Developer agree that nothing in this Agreement shall be construed to obligate the HOA, under any circumstances, to complete, supervise, or oversee Developer's contemplated Phase II improvements, and that the HOA's duties to maintain, repair, or replace any portion of Phase II under the Master Declaration shall only apply to completed improvements.
15. By executing this Agreement, Developer agrees that, once construction has commenced, it shall prosecute the completion of Phase II in a timely manner and in good faith. Developer further covenants that it shall complete improvements within three (3) years of the date of this Agreement to all Phase II Common Areas (as depicted on the final plat), and the following if not otherwise included in the definition of "Common Area(s)": water mains, sewage lines, fire hydrants, roads, electrical, and other items required to begin construction of Living Units as that term is defined in the Master Declaration. In the event that Developer fails to complete said improvements within this three (3) year time period, the HOA may, without obligation, elect to hire licensed contractors to complete the improvements, with such improvements to be paid for by Developer.
16. Developer agrees to keep the HOA reasonably apprised of the progress of the construction of Phase II. The Board and its agents shall have the right to enter and inspect Phase II during construction. This right shall be exercised only after providing notice to Developer no later than seven days prior to the inspection. The Board shall comply with any reasonable safety requirements imposed by Developer during such inspection.

Ent 451723 Bk 1223 Pg 0789

17. Developer shall be given an easement and right, in the amendment to the Master Declaration if such is approved as required, to cross HOA property and to access any water lines, sewer lines, or other utility lines located in Phase I that are reasonably necessary to complete construction of Phase II.
18. Developer shall take reasonable safety precautions to prevent any damage to Phase I property and to prevent any harm or injury to any persons located on Phase I property. Developer shall repair or replace, as the case requires, any damage to Phase I property, whether owned by the HOA or a member of the HOA, caused by Developer or Developer's agents, employees, contractors, or subcontractors.
19. Any work performed by Developer, or any of Developer's agents, employees, contractors, or subcontractors, shall be at Developer's own risk. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the HOA and its members from and against any claims, demands, damages, actions, causes of action, suits, losses, judgments, and obligations, and any liabilities, costs, and expenses (including attorney fees and costs) which arise or are in any way connected with the work performed by Developer.
20. Prior to commencing any work on Phase II, Developer shall obtain, and maintain throughout the duration of construction, general liability insurance and products/complete operations coverage with a policy limit that is reasonably necessary given the scope of the project, but in no case less than \$2,000,000. Developer shall furthermore obtain and maintain all insurance required by law, including worker's compensation insurance.
21. Upon recordation of a supplemental declaration that annexes Phase II into the HOA, Developer shall obtain and maintain property and liability insurance covering all Phase II property as described in Utah Code section 57-8a-403 and shall list the HOA as an additional insured. Alternatively, the HOA may elect to obtain insurance (whether through a new policy or as an addition to policies held by the HOA at the time) on Phase II property as required by the Utah Community Association Act, Utah Code sections 57-8a-101 through -703. If the HOA makes this election, Developer shall cover the costs (including premiums on a new policy or the difference in price to add Phase II property to existing policies) of such insurance until 50% or more of the Phase II lots are

Ent 451723 Bk 1223 Pg 0790

transferred to owners, as that term is defined in Section 9 of this Agreement.

- 22. The parties hereto agree to cooperate to effectuate the purpose of this Agreement (to add Phase II to the Cascades at Soldier Hollow development) as may be convenient or necessary, including but not limited to the execution of additional documents.
- 23. Throughout the duration of this Agreement, Developer agrees that it shall abide by all applicable ordinances regarding its ownership of Phase II and the proposed construction thereon. This includes weed abatement and maintenance requirements for all land owned by Developer.
- 24. This Agreement shall be binding on the parties' successors and assigns. For purposes of this Agreement, Developer's successors and assigns include any person that is not an owner as that term is defined in Section 11 that acquires 50% or more of the Phase II land. Any person acquiring an interest in Phase II land that is not a successor or assign of Developer shall be subject to the Master Declaration as a Member and Owner, as those terms are defined in the Master Declaration.



IN WITNESS WHEREOF, the undersigned HOA and Developer hereby consent to this Agreement, subject to its conditions, as evidenced by their signatures below as of the date first above written.

CASCADES II AT SOLDIER HOLLOW, LLC, BY ITS SOLE MANAGER,
OVER THE HILL, LLC, BY ITS SOLE MANAGER,
JURA HOLDINGS, LLC, BY ITS SOLE MANAGER



R. Kent Bule

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS ASSOCIATION, INC.

By TRUSTEE: 
By TRUSTEE: 

Ent 451723 Bk 1223 Pg 0791

By TRUSTEE: _____

STATE OF UTAH)
ss.
COUNTY OF WASATCH)

On the 15th day of May, 2018, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Ganther Bushman Resident Ryan MILLER PEPPER, and _____ who executed the within instrument on behalf of The Cascades At Soldier Hollow Homeowners Association Inc., and acknowledged to me that they executed the same pursuant to their authority under the Bylaws and Articles of Incorporation of said corporation.

Becky Dawn Wood
Notary Public

Residing at: Heber, UT.
Commission Expires: 10/24/18

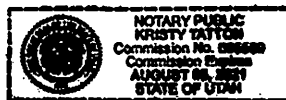


STATE OF UTAH)
ss.
COUNTY OF Wasatch)

On the 14th day of MAY, 2018, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared R. Kent Paic who executed the within instrument on behalf of Cascades II At Soldier Hollow LLC and acknowledged to me that he/she executed the same pursuant to his authority under the Articles of Organization and Operating Agreement of said limited liability company.

Kristy Tatton
Notary Public

Residing at: Heber
Commission Expires: 8/8/21



Ent 451723 Bk 1223 Pg 0792

EXHIBIT 'A'
CONCEPT PLAN OF PHASE II

EXHIBIT "B" Ent 451723 Bk 1223 Pg 0793

PHASE II DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'36" WEST 686.67 FEET ALONG THE SECTION LINE AND EAST 1824.68 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°01'29" EAST 869.92 FEET; THENCE SOUTH 82°39'51" EAST 80.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE NORTHERLY WITH A RADIUS OF 1021.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 07°20'09" EAST; THENCE EASTERLY 116.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°33'52" (CHORD BEARS SOUTH 85°56'47" EAST 116.91 FEET); THENCE SOUTH 89°13'43" EAST 387.02 FEET; THENCE SOUTH 00°01'29" WEST 849.88 FEET; THENCE NORTH 89°58'31" WEST 155.06 FEET; THENCE NORTH 89°30'38" WEST 428.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.446 ACRES.

Assignment Agreement
Page 10

Ent 451723 Bk 1223 Pg 0794

PHASE I Property Descriptions:

Lot#	Serial #	Lot#	Serial #	Lot#	Serial #	Lot#	Serial #
Lot 1	OZH-0001-0-003-044			Lot 37	OZH-00037-0-003-044	Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-00026-0-003-044	Lot 44	OZH-00044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-00028-0-003-044	Lot 46	OZH-00046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-00029-0-003-044	Lot 47	OZH-00047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-00030-0-003-044	Lot 48	OZH-00048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-00034-0-003-044	Lot 52	OZH-00052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-00035-0-003-044	Lot 53	OZH-00053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-0072-0-003-044

Attachment 4 – Notice of Building Setback Requirements (Recorded June 5, 2012)

WHEN RECORDED RETURN TO:
 The Cascades at Soldier Hollow HOA
 Attn: Douglas Dance
 1049 Eden Prairie Way
 Midway, UT 84049

Ent 379523 Bk 1057 Pg 88-89
 Date: 05-JUN-2012 4:42:14PM
 Fee: \$83.00 Check Filed By: JP
 ELIZABETH PALMIER, Recorder
 WASATCH COUNTY CORPORATION
 For: CASCADES HOA

Notice of Building Setback Requirements

NOTICE IS HEREBY GIVEN BY: THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION, INC, a Utah non-profit corporation (the "HOA") of the building setback requirements for all lots in The Cascades At Soldier Hollow Subdivision (the "The Cascades"). The building setbacks requirements for all lots in The Cascades are governed by the most current Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow Subdivision and/or any amendment thereof (the "CC&R").

As prescribed in the CC&R, building lots within The Cascades are required to have minimum building setbacks which vary by lot dimensions and the total lot size. All building must conform to these setbacks unless an exception is specifically approved as prescribed in the CC&R, by the Design Review Committee of the HOA and such approval is submitted in writing by the HOA to Midway City prior to beginning of any building on any lot within the Cascades. In no case will The Cascades' building setback requirements be less than the building setback requirements of Midway City.

This notice supersedes the Building Setback Requirement notation on The Cascades at Soldier Hollow Plat recorded in the office of the County Recorder of Wasatch County, Utah on March 15, 2007, entry # 317021 and affects all the lots described this plat as governed by the CC&R

and described below:

Legal description
 The Cascades at Soldier Hollow Subdivision Amended Lots 1-72 below

Lot #	Serial #	Lot #	Serial #	Lot #	Serial #	Lot #	Serial #
Lot 1	OZH-0001-0-003-044	Lot 19	OZH-00019-0-003-044	Lot 37	OZH-00037-0-003-044	Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-00026-0-003-044	Lot 44	OZH-00044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-0063-0-003-044
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Lot 13	OZH-0013-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-00034-0-003-044	Lot 52	OZH-00052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-00035-0-003-044	Lot 53	OZH-00053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-0072-0-003-044