

SOUTH WEBER CITY
PLANNING COMMISSION AGENDA

PUBLIC NOTICE is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Davis County, Utah, will meet in a **REGULAR** public meeting on **October 23, 2014**, at the **South Weber City Council Chambers, 1600 East South Weber Drive**, commencing at **6:30 p.m.**

A WORK MEETING WILL BE HELD PRIOR TO THE REGULAR PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS
AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

THE AGENDA FOR THE REGULAR MEETING IS AS FOLLOWS:

- 6:30 P.M. Approval of Meeting Minutes
 - September 25, 2014 - Commissioner JohnsonApproval of Agenda
Declaration of Conflict of Interest

- 6:35 P.M. Rezone and Development Agreement for Future Homes' Orange Grove Subdivision located at 2600 E. 8000 S. (Public Hearing was September 25, 2014)

- 6:50 P.M. **Public Hearing on Preliminary Plan Application:** Orange Grove Subdivision (19 lots), located at approximately 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119), 4.54 acres; Developer: Future Homes LLC (no action to be taken at this meeting)

- 7:15 P.M. **Public Hearing and Action on Rezone Application:** Request from Aaron Haaga for approx. 1.513 acres located at 7470 S. 1900 E. (Parcel # 13-033-0060) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (RM)

- 7:20 P.M. **Public Hearing and Action on Preliminary Plan Application:** Udy Acres Subdivision (9 lots), located at approximately 7470 S. 1900 E. (Parcel #'s 13-033-0060, 13-033-0061, and 13-033-0064), 3.2 acres; Developer: Aaron Haaga

- 7:40 P.M. Public Comments – Please keep public comments to 3 minutes or less per person

- 7:45 P.M. Adjourn

- 7:50 P.M. Utah Local Government Trust Land Use Training Video

THE UNDERSIGNED DEPUTY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED OR POSTED TO:

CITY OFFICE BUILDING
www.southwebercity.com
Utah Public Notice website
www.utah.gov/pmn

SOUTH WEBER FAMILY RECREATION CENTER
SOUTH WEBER ELEMENTARY SCHOOL
TO EACH MEMBER OF THE PLANNING
COMMISSION

DAVIS COUNTY CLIPPER
STANDARD-EXAMINER
THOSE LISTED ON THE AGENDA

DATE: October 21, 2014

ELYSE GREINER, DEPUTY RECORDER

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS

DURING THIS MEETING SHOULD NOTIFY ELYSE GREINER, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

Agenda times are flexible and may be moved in order, sequence, and time to meet the needs of the Commission

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 25 September 2014

TIME COMMENCED: 6:30 p.m.

PRESENT: COMMISSIONERS:

Delene Hyde
Rob Osborne
Wes Johnson
Rod Westbrook
Wayne Winsor

CITY PLANNER:

Barry Burton

DEPUTY RECORDER:

Elyse Greiner (excused)

CITY ENGINEER:

Brandon Jones

CITY MANAGER:

Duncan Murray

Transcriber: Minutes transcribed by Michelle Clark

A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS

VISITORS: Wyndell Pasch, Julie Shelton, Scot Slager, Doris Rice, Keith Maw, Alyson Maw, Ivan Ray, Linda Marvel, Bob Marvel, Sherrie West, Randy Mills, Carol Christensen, Mark Christensen, Nathan Boyce, and Kristin Boyce.

APPROVAL OF THE AGENDA: Commissioner Westbrook moved to approve the agenda as written. Commissioner Osborne seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

APPROVAL OF MINUTES OF 28 AUGUST 2014:

Commissioner Osborne moved to approve the minutes of 28 August 2014 as written. Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, and Winsor voted yes. Commissioner Westbrook abstained as he was excused from the meeting. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: None

Commissioner Osborne moved to open the public hearing for the rezone of 4.54 acres on 2600 E. 8000 S. (Parcel # 13-041-0129 and 13-041-0119. Commissioner Westbrook

seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbroek, and Winsor voted yes. The motion carried.

***** PUBLIC HEARING *****

Rezone Application: Request from Future Homes for approx. 4.54 acres on 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119) be changed from a Residential Moderate Zone (RM) to a Residential Patio Zone (RP): Wyndell Pasch, representing Future Homes, approached the Planning Commission and stated he is requesting a rezone from Residential Moderate Zone (RM) to Residential Patio Zone (RP). This property is located on 2600 East 8000 South and is approximately 4.54 acres. He said the residential patio allows for 6 homes per acre. This would be 27 total homes, but because of the topography there is no way to fit 27 homes on this piece. He said with setbacks, etc. it would be 19 homes. The homes are single family residents. The homes are single level and no stairs to second level. They will abide by 25 ft. height requirement. 1,500 to 2,000 sq. ft., 3 bedroom, 2 bath. He explained that five lots can handle three car garages with the other lots being two car garages. He has design samples of the models. His intention is to take this through the whole process. He has a similar project in Brigham City.

Commissioner Hyde asked for public comment.

Linda Marvel, 8087 S. 2700 E., stated she is in favor of keeping the moderate zoning, which was the original zoning. She said all the people in the area are happy with that zoning. She isn't sure it is good to put lots of homes on tiny lots. She is under the understanding that these are retirement homes. She thinks if they were retirement homes, they would go like hot cakes. She said if the zoning can be more structured with tighter rules, it would be better. She is opposed to patio homes for that property.

Scot Slager, 2569 E. Deer Run Drive, said he is concerned about the 6ft side yard and 10 ft backyard. He is also concerned about the increase in traffic. He doesn't see how you can fit that many homes in there. He would like to know who is paying for the drainage and who is paying for the extra water. Barry said with regards to the setbacks, one of the major thrust of this ordinance is to reduce the lot size so that the amount of work to take care of it is far less.

Carol Christensen, 2475 E. 8143 S., said she is in favor of keeping the zone residential moderate. She said the only benefit to anyone is the developer. She said these look like starter homes to her. She said there is no guarantee that young families wouldn't purchase these homes. She said the plat looks like army barracks, and she isn't sure that is the look the City should be going for. She then presented the plat that Mark Burnett, concerned resident, drew up on paper. She said the master plan does grant open space bonus for higher density.

Mr. Pasch said the covenants include 55 and older community. He said this will be an HOA. All of the landscaping will be put in and maintained by HOA. There will be two storm exits. They will put in a 965 ft. pipe to Deer Run Drive. Brandon said it is not a good idea to retain water on the property so it will be piped all the way. This means the developer will have significant improvements off site. Mr. Pasch said the development will be bermed around it.

Mrs. Marvel said there is currently a berm in the back and individuals still get water in their basements. She said there used to be a small pond there. Brandon said the piping of the water will take the water away. Mrs. Marvel asked who is responsible if there is flooding. Brandon said it depends on if the City is negligent in some way, but that would have to be determined. Commissioner Hyde said regardless of the number of homes, the water will still need to be taken out. Mrs. Christensen said the developer can change their mind tomorrow. Mr. Pasch said everything he has stated today can be done with this rezone. Brandon said if those restrictions are shown on the plat then that is the way it has to be. Mr. Slater asked about the side width. Mr. Pasch said 8 ft. is the minimum, but the development will have mostly 10 ft. Barry said the developer is talking about a HOA which is something the City can't mandate in a zoning ordinance. He said the City didn't design the ordinance for the developer. Commissioner Hyde said it allows for more diversity. She said there are a certain amount of people that want that type of home.

Nathan Boyce, 8080 S. 2575 E., is concerned about the zoning. Barry said the developer is requesting to change the zone to a higher density. He said on Tuesday the City Council didn't approve the higher density for that area.

Mark Christensen, 2475 E. 8143 S., said he would prefer the zoning stay moderate. He feels this fits in with the surrounding neighborhood.

Randy Mills, 8036 S. 2575 E., asked how this project benefits the City tax wise. Commissioner Hyde said all homes are a drain on the City. Barry said the higher density the less drain they are on the City. Mr. Mills said he has lived here for 30 years. He is in favor of keeping the property at the original zoning.

Alyson Maw, 7913 S. 2600 E., feels it should be kept at the same moderate zone.

Mrs. Marvel asked how more homes are less of a drain on the City. Barry said they are paying less for taxes for lineal foot than those who live in larger homes, because you have more street frontage, storm drain, sewer line, etc.

Commissioner Westbrook moved to close the public hearing. Commissioner Winsor seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook and Winsor voted yes. The motion carried.

******* PUBLIC HEARING CLOSED *******

Commissioner Westbrook said he is struggling with this rezone because he didn't realize what the City Council did on Tuesday night. He said the Planning Commission has worked a long time on the general plan and now there is a proposal to make a rezone change.

Commissioner Osborne said on Tuesday night, particularly Dave Thomas was not that opposed to the zone but leaving it open ended on this piece. He thinks if the request was worded in such a way as this gentlemen's plan, he thinks that is something we can live with. He appreciates Mrs. Marvel as she has attended the general plan meetings, and some of the things they have done to this zone was the height requirement. He said her voice was heard in that process. He said a lot of what she brought to the table ended up in this zone. He then explained a zero lot line. He said

Mrs. Marvel did discuss that, and the Planning Commission changed it. He said there is a benefit to the city of diversity and opportunity for senior citizens to move out of their homes and move into a smaller lot. He feels we are doing some of our residents a disservice if we don't offer other options. He said the water is going to flood with a field there now, so if we drain it and properly pipe it, he feels those problems will go away. He is in favor of this zone in this particular area.

Commissioner Westbrook said it wasn't that long ago that a piece of property was rezoned and the developer was going to put in luxury homes, the economy went bad, and the property was sold to another developer, and now there are town homes. He is concerned because once it is rezoned, what will happen. Barry said the City can enter into a development agreement prior to the rezone. Brandon asked without a development agreement, couldn't you stipulate that the property converts back to original zone. Duncan said it is called a reversion clause. Commissioner Johnson is concerned about water and feels before approving any rezone, the City Council needs to purchase enough water for future development. Commissioner Osborne said he doesn't think you can do that unless the City has set a moratorium.

Mr. Slater asked about the intersection on South Weber Drive and frontage road. Commissioner Westbrook said it is a UDOT road but they are looking at installing street lights. Barry discussed if larger homes are built in that area, the number of individuals will increase with larger families. Larger homes use more water. Larger homes bring more traffic. He said if you are going to consider the impacts of one versus the other, you have to look at it both ways. He said most of you wouldn't be here if your subdivision wasn't approved.

Keith Maw, 7913 S. 2600 E., asked the value of the homes. Mr. Pasch said \$225,000 to \$300,000.

Commissioner Hyde said when the general plan was reviewed a lot of people wanted patio homes. She said this particular piece of property is an odd piece of property and this zone will work on that piece because of its layout and developmental issues. She said this zone was created before this developer came in. She is in favor of a development agreement that addresses the residents concerns. She said the property owner has the right to request. She doesn't think it is fair because he makes money at what he does. He is no different than anyone who goes to work and tries to make a living.

Commissioner Osborne moved to table the rezone request for Future Homes for approx. 4.54 acres on 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119) to be changed from a Residential Moderate Zone (RM) to a Residential Patio Zone (RP) to direct City staff to work with the developer agreement which includes a reversion clause. Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

Discuss the Vacation of a Portion of 7400 S. Road (potential public hearing and action scheduled for October 23, 2014): Brandon Jones, City Engineer, stated he has prepared the legal descriptions and exhibit drawings to vacate 7400 South (the portion off of South Weber Drive by the City's well house). He said the City still needs to maintain a utility easement in the City's name across the whole piece that is proposed to be vacated.

Ivan Ray, 7268 S. 1600 E., said this is the property behind Ray's Market. He said his father donated the property for the well. He said as a side note, Weber River water users just signed an agreement with Weber Basin, and Weber Basin will be receiving more water. He just wanted the City to keep them in mind. He said his father traded the property behind the store to keep South Weber Drive more straight. He said there are several utilities in that road. He said it is probably classed as non-buildable. He discussed A1, A2, A3, and B parcel on the map. He is concerned about the A1 piece. Barry said the law requires it to go to the adjacent property owner (Kay Martinez). Mr. Ray explained that his sister-in-law owns A3. Mr. Ray pointed out there is a cell tower on his property. He is willing to work with the City on the vacation. Barry said we realize the utilities are in there, but the purpose to vacate is that it is technically a public thoroughfare right now, and we don't want it to be a public thoroughfare. Barry explained the Martinez lot and the street frontage. Barry said if we can establish that the Ray family relinquished the property, we can look at whatever is vacated going back to Mr. Ray. Mr. Ray if A1 was joined in with A2 that is all in the same name. Brandon said Mr. Ray is proposing A3 going to Mr. Ray's sister-in-law and A1 & A2 go to both of them. Mr. Ray discussed his mother deeding property to Mr. Martinez. Mr. Ray said he pays the property taxes for the property.

Review Jones & Associates Memo and Analysis for Weber Basin Water Purchase: Brandon Jones, City Engineer, said as of right now, the City Council has not purchased enough water. He said at some point in time the City has to purchase enough water to get up to the 200 AF. He explained that the City Council approved the purchase of 110 AF. Commissioner Osborne is interested in the other 300 AF of well water and what the cost would be. Barry said that is another option. He said to know what the capacity is of the well, a study needs to be done. Commissioner Hyde asked if the Planning Commission needs to make a recommendation. Brandon said he does worry about not being responsible when approving subdivisions that you know you don't have water for. He said there are developers who have been waiting for almost a year and he is concerned about how a moratorium would affect them. He is also concerned because development is moving forward.

Commissioner Johnson moved to make a recommendation to City Council to consider a moratorium on future development until there is sufficient water to meet the needs of the City of South Weber for the next 10 years, and set aside some of that water for business development. The motion died due to lack of a second.

Duncan explained that a moratorium (temporary land use regulations) is only for six months. Brandon said the City can resolve the water issues, if they purchase more water, but they didn't decide to do that. Commissioner Hyde is in favor of option #4 because then the developer has to bring the water for their development.

Commissioner Johnson moved to recommend to the City Council the Planning Commission's support of option #4 as well as recommending the City Council look at the following:

- 1. Future purchase of water to cover the 10% reduction.**
- 2. Ways to use future water acquisitions as business incentives.**
- 3. Evaluate the well capacity.**

Commissioner Westbrook seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook and Winsor voted yes. The motion carried.

General Plan Amendments from City Council: Barry Burton, City Planner, reviewed the updated changes from the City Council’s meeting on 23 September 2014. The changes were as follows:

1. Delete the reference to the Old South Weber Drive on page 24.
2. Delete the language on the bottom of page 25 & 26 (*This road has been constructed to grade and with design parameters to accommodate a future public road that would provide a connection to Layton City. The alignment of this road has also been studied in order to ensure hillside stability*).
3. Amend Map #3 by adding the annexation policy color to all parcels not currently in annexation plan between Highway 84 and the Weber River.
4. Amend Map #5 by removing the future major collector road which goes past the South Weber Elementary School, and which goes up to the water tank; but not removing the portion at South Weber Drive. This will connect 1160 East to 1900 East and will be a proposed local road.
5. Amend Map #6 on text referencing canal trail adding language “*agreements have been made with the property owners*”
6. Amend Map #6 running Old Fort Trail from 1375 East to Central Park.
7. Connect 1160 East to 1900 East and identify it as a proposed local road.

ADJOURNED: Commissioner Westbrook moved to adjourn the Planning Commission meeting at 8:15 p.m. Commissioner Osborne seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook and Winsor voted yes. The motion carried.

APPROVED: _____ Date

Chairperson: Delene Hyde

Transcriber: Michelle Clark

Attest: _____
Deputy Recorder: Elyse Greiner

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 24 September 2014

TIME COMMENCED: 6:05 p.m.

PRESENT: COMMISSIONERS:

Delene Hyde
Rob Osborne
Wes Johnson
Rod Westbroek
Wayne Winsor

CITY PLANNER:

Barry Burton

CITY MANAGER:

Duncan Murray

CITY ENGINEER:

Brandon Jones

DEPUTY RECORDER:

Elyse Greiner (excused)

Transcriber: Minutes transcribed by Michelle Clark

VISITORS: Brandon Jones, Wyndell Pasch.

Meeting Minutes of August 28, 2014: Commissioner Hyde asked if there were any amendments to the minutes of 28 August 2014. There were none.

Public Hearing and Action on Rezone Application: Request from Future Homes for approx. 4.54 acres on 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119) be changed from a Residential Moderate Zone (RM) to a Residential Patio Zone (RP): Commissioner Hyde stated this property was changed at the City Council meeting on Tuesday night. She stated she doesn't understand where the City Council would like to see it. Commissioner Osborne said the Planning Commission can still make a decision on this item. Barry stated it seemed as though a lot of the residents weren't opposed to the patio homes but maybe the size. Commissioner Osborne said the Planning Commission did lower the height of the homes. The Planning Commission discussed the possibility of creating a development agreement with the developer which would address some of the residents concerns.

Discuss the Vacation of a Portion of 7400 S. Road (potential public hearing and action scheduled for October 23, 2014): Brandon Jones, City Engineer, said he received a call from Ivan Ray today who is concerned about how the road vacation is broken up and leaving a jog. He explained how the legal description was divided up. He said there is an easement retained in South Weber City's name. Duncan suggested having the owners sign off on the plat. Discussion took place regarding whether or not it is possible to vacate as a City street to the adjacent property owners. Brandon said after researching there was no continuation to 1550 East. He suggested asking Ivan Ray. Brandon said he doesn't know if the current statute allows you to give it to all one property owner. He said there is no drive approach off of South Weber Drive.

Duncan said after researching, the State code does allow the vacation of some or all of the road. Brandon said it is unbuildable and would need to stay as a utility easement.

Review Jones & Associates Memo and Analysis for Weber Basin Water Purchase: Brandon Jones, City Engineer, stated he made a presentation to the City Council on Tuesday. After researching what was possible with Weber Basin, he was pleased to find out, that Weber Basin has adopted an impact fee, which would allow new development to pay for the capital portion of the water. He said this is basically a development bringing in the water. He said the Council has given him direction to go ahead and incorporate this information into the study. Brandon said there are other options that other cities do which are explained in his memo. Commissioner Johnson said so basically a developer has to bring in the water with the building permit. Brandon feels at some point the City will have to purchase additional water even though they did approve the purchase of 100 AF.

Commissioner Johnson said he was recently discussing water with a friend in which he recommended, when the City purchases water from Weber Basin, the City set aside 50 AF for commercial development. He feels this would benefit the City significantly. Brandon doesn't disagree, but once this contract fee is put in place, when they pull a building permit, the ERC's will be calculated. He said right now the City Council has only approved enough water to catch the City up.

General Plan Amendments from City Council: Commissioner Hyde reviewed the general plan amendments made by the City Council at their meeting on 23 September 2014. She said the City Council approved a motion to change the proposed Land Use Map by changing the property on the frontage road from moderate high density to moderate density (basically keeping it the way it currently is). The Council also approved the following amendments to the general plan:

1. Delete the reference to the Old South Weber Drive on page 24.
2. Delete the language on the bottom of page 25 & 26 (*This road has been constructed to grade and with design parameters to accommodate a future public road that would provide a connection to Layton City*).
3. Amend Map #3 by adding the annexation policy color to all parcels up to the Weber River.
4. Amend Map #5 by removing the future major collector road going past the South Weber Elementary School up to the water tank. But do not remove it at South Weber Drive.
5. Amend Map #6 on text referencing canal trail adding language "*agreements have been made with the property owners*"
6. Amend Map #6 running Old Fort Trail from 1375 East to Central Park.
7. Connect 1160 East to 1900 East and identify it as a proposed local road.

ADJOURNED: 6:30 p.m.

PUBLIC HEARING NOTICE
South Weber City, Utah

Notice is hereby given on Thursday, October 23, 2014, at approx. 6:30 p.m., in the South Weber City Council Chambers, 1600 E. South Weber Dr., South Weber, Davis County, Utah, the following public hearings will be held before the Planning Commission: (1) a preliminary plan application for Orange Grove Subdivision developed by Future Homes LLC located at approx. 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119), 4.54 acres; (2) a rezone request from Aaron Haaga for approx. 1.513 acres located at 7470 S. 1900 E. (Parcel # 13-033-0060) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (RM); and (3) a preliminary plan application for Udy Acres Subdivision developed by Aaron Haaga located at approx. 7470 S. 1900 E. (Parcel #'s 13-033-0060, 13-033-0061, and 13-033-0064), 3.2 acres. A copy of the associated information for the hearings is on file for review at the South Weber City Office, or on the City's website www.southwebercity.com under *Public Notices* which is found under the Government drop down menu. The public is invited to attend and make comments. In compliance with the Americans with Disabilities Act, individuals needing special accommodation during the public hearings should notify Elyse Greiner at 801-479-3177 two days prior to the meeting date. By: Elyse Greiner, Deputy Recorder.

STAFF MEMO

To: Planning Commission

From: Elyse Greiner, Deputy Recorder

Re: Orange Grove Subdivision Rezone and Development Agreement

Date: Thursday, October 16, 2014

Agenda Item:

Future Homes LLC submitted a rezone request for approx. 4.54 acres on 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119) be changed from a Residential Moderate Zone (RM) to a Residential Patio Zone (RP). The public hearing held before the Commission was on September 25, 2014. Due to the public comment received during the hearing, the Commission wanted assurances that if the rezone was granted, the affiliated Orange Grove subdivision would be developed as explained by the developer. The request was tabled at the September meeting and will now receive action by the Commission on October 23, 2014 in tandem with a development agreement.

DEVELOPMENT AGREEMENT

Concerning Parcel Numbers 13-041-0119 and 13-041-0120, to be Included in a Subdivision Proposed to be Called Orange Grove Subdivision, in South Weber City

This DEVELOPMENT AGREEMENT is made and entered into on the date referenced below by Future Homes LLC, and Wyndell Pasch and Blair Gardner, as individuals and as members and/or managers of Future Homes LLC (hereinafter collectively referred to as the “Owner”); and South Weber City, a municipal corporation (hereinafter “South Weber City” or the “City”), after having received approval by the South Weber City Council in its regular meeting on the day referenced below.

RECITALS

WHEREAS, Owner owns certain real property within the municipal limits of South Weber City, which is described as Parcel Numbers 13-041-0119 and 13-041-0120, located at approximately 2600 East 8000 South, consisting of approximately 4.54 acres (referred to hereafter as the “Property”); and

WHEREAS, Owner has applied to the City to rezone the Property from Residential Moderate (RM) to Residential Patio Zone (RPZ), and a public hearing was held by the Planning Commission in this regard on September 25, 2014, and with an additional public meeting to be held by the Planning Commission on October, 23, 2014; and Owner has also applied for a 19 unit patio subdivision for the Property, with a public hearing scheduled to be held by the Planning Commission on October, 23, 2014, and with additional public meetings to be held as needed; and

WHEREAS, South Weber City desires to enter into a Development Agreement to clarify that if the City approves of the zone change and subdivision plat that the Owner will complete certain conditions set forth in this Agreement; and

NOW THEREFORE, for and in consideration of the promises, covenants, terms, and conditions hereinafter set forth, Owner and South Weber City agree as follows:

1. Primary Responsibilities of South Weber City:
 - a. South Weber City shall finish holding the public hearings and public meetings described in the recitals above; and
 - b. South Weber City shall consider the zone change application and, if approved, the subdivision plat application.
2. No Warranty of Approval. Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the

different and varying bodies and commissions of the City, including, but not limited to, the City Council. Accordingly, this Agreement shall become binding only upon the City's approval of Owner's zone change application, for Orange Grove Subdivision, which will be considered pursuant to the City's sole discretion either to approve or deny said zoning application as per local and state rules and laws. Accordingly, said approval is a condition precedent to the effectiveness of this Agreement. Should no action be taken on the zoning application on or before February 28, 2015, this Agreement shall remain without effect and shall be cancelled.

3. Primary Responsibilities of the Owner, if the City approves of the zone change and subdivision plat:
 - a. The Owner shall build the subdivision improvements and the residential units on the Property according to the terms of the plans and documents submitted to the City.
 - b. The Owner agrees to be bound by the reversion clause in this Agreement and in the ordinance approving of the zone change.
 - c. The Owner acknowledges that no more than 19 residential units will be built on the Property.
 - d. The Owner acknowledges that each residential unit will be no taller than 25 feet, and no more than one floor or level above ground.
 - e. The Owner warrants that the main landscaping of the Property will be maintained by a Home Owners Association, as stated in Section 3.7 of the proposed CC&R's.
 - f. The Owner warrants that the Property will be designated as an age 55 and over community, as stated in Section D and in Section 2.8(a and b), the "Housing for Older Persons Age Restriction" of the proposed CC&R's.
 - g. The Owner also warrants that the building guidelines will be required for all of the residential units, such that all of the units will be constructed in a substantially similar manner to the specifications, drawings, and/or visual depictions attached hereto as Exhibit "A."
 - h. The Owner warrants that the landscaping guidelines will be required for the Property, such that the landscaping will be constructed in a substantially similar manner to the specifications, drawings, and/or visual depictions attached hereto as Exhibit "B."
 - i. Finally, The Owner agrees to enter into a separate "Cost Sharing Agreement" to make payment of a fee in lieu of detaining storm water on site, as agreed upon by the Owner and the City.

4. Duration and Reversion Clause: This Agreement shall continue until the parties (the Owner and South Weber City) have completed all of their responsibilities referenced herein; however, the zoning for the Property shall automatically lapse back to Residential Moderate (RM) if subdivision improvements have not been

commenced within one year of the date of this Agreement or if subdivision improvements are not substantially completed within two years of the date of this Agreement; except that these deadlines may be extended by an amended Development Agreement. A reversion clause containing this verbiage shall be placed in the ordinance approving of the zone change.

5. Reservation of Rights. South Weber City reserves all rights, including collection costs and attorney fees to enforce this Agreement.
6. Subsequent Landowners; and Recording. This Agreement shall inure to the benefit or detriment of any subsequent landowner(s), and shall bind and require performance by any subsequent landowner(s), for the period of time (duration) specified above; however, even though certain actions by the Owner may release him of certain responsibilities pursuant to this Agreement, this does not automatically release any subsequent landowner of the same responsibilities (or other South Weber City requirements). This Agreement may be recorded in the Davis County Recorder's Office.

IN WITNESS WHEREOF, the parties execute this Agreement, as follows, to be effective on approval by the South Weber City Council in its regular meeting on the _____ day of _____, 2014.

SOUTH WEBER CITY APPROVAL

ATTEST:

TAMMY LONG
Mayor, South Weber City

THOMAS L. SMITH
City Recorder, South Weber City

OWNER APPROVAL

Wyndell Pasch

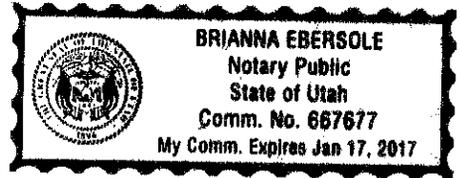
(Signature)

By: Wyndell Pasch, as an individual and as a member and/or manager of Future Homes LLC

STATE OF UTAH)
)
COUNTY OF Weber)

On this 15th day of October, 2014, personally appeared before me Wyndell Pasch, who signed this document as an individual and as a member and/or manager of Future Homes LLC.

Brianna Ebersole
Notary Public
Residing in: Weber County
My Commission Expires: Jan 17, 2017



Blair Gardner

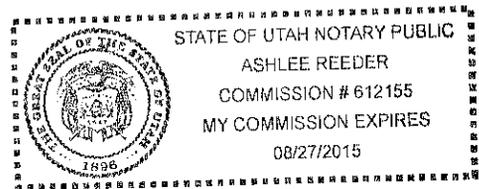
(Signature)

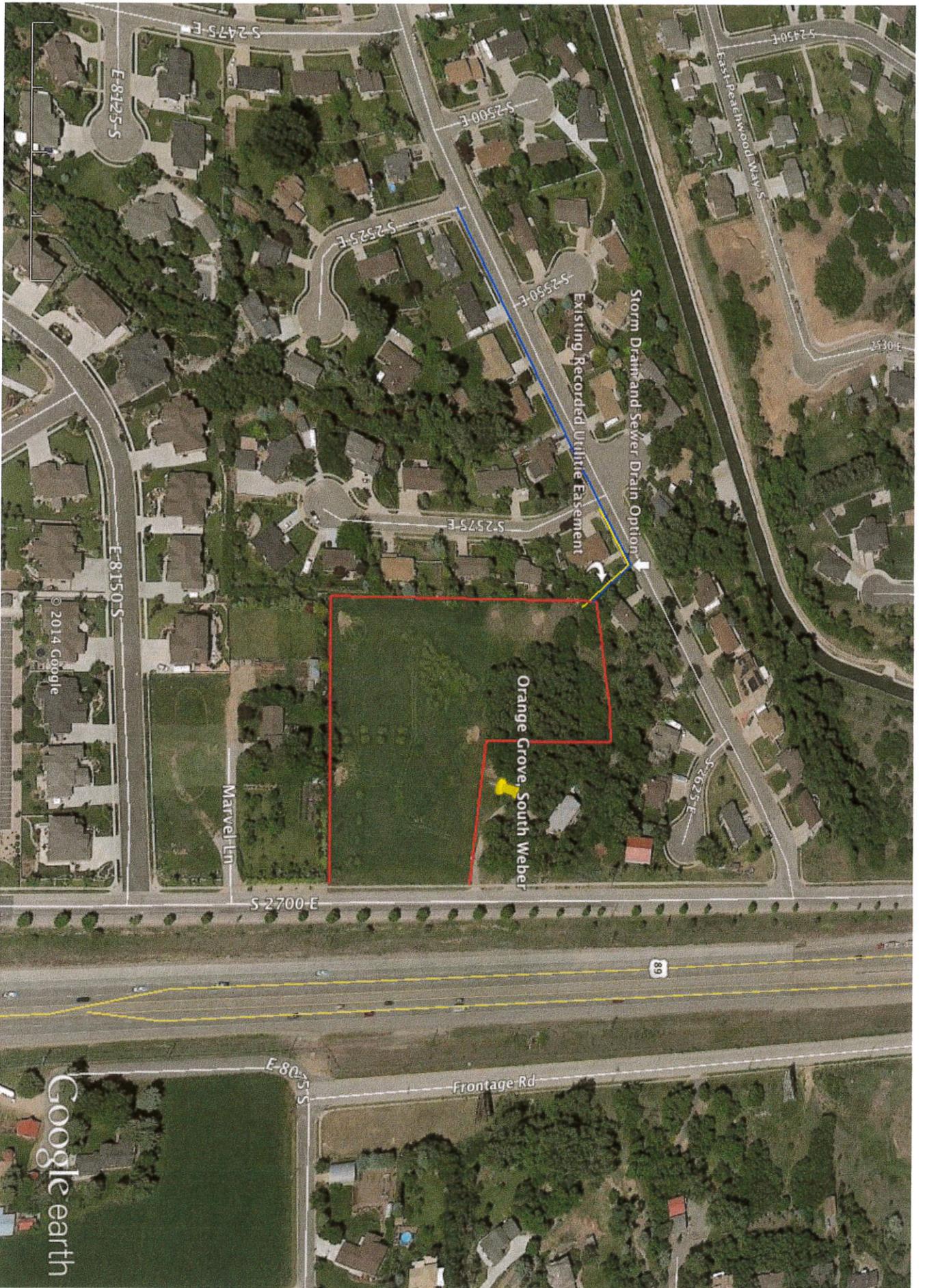
By: Blair Gardner, as an individual and as a member and/or manager of Future Homes LLC

STATE OF UTAH)
)
COUNTY OF Weber)

On this 16 day of October, 2014, personally appeared before me Blair Gardner, who signed this document as an individual and as a member and/or manager of Future Homes LLC.

Ashlee Reeder
Notary Public
Residing in: West Haven, UT
My Commission Expires: 08/27/15





Google earth



Google earth

Exhibit A



Exhibit A





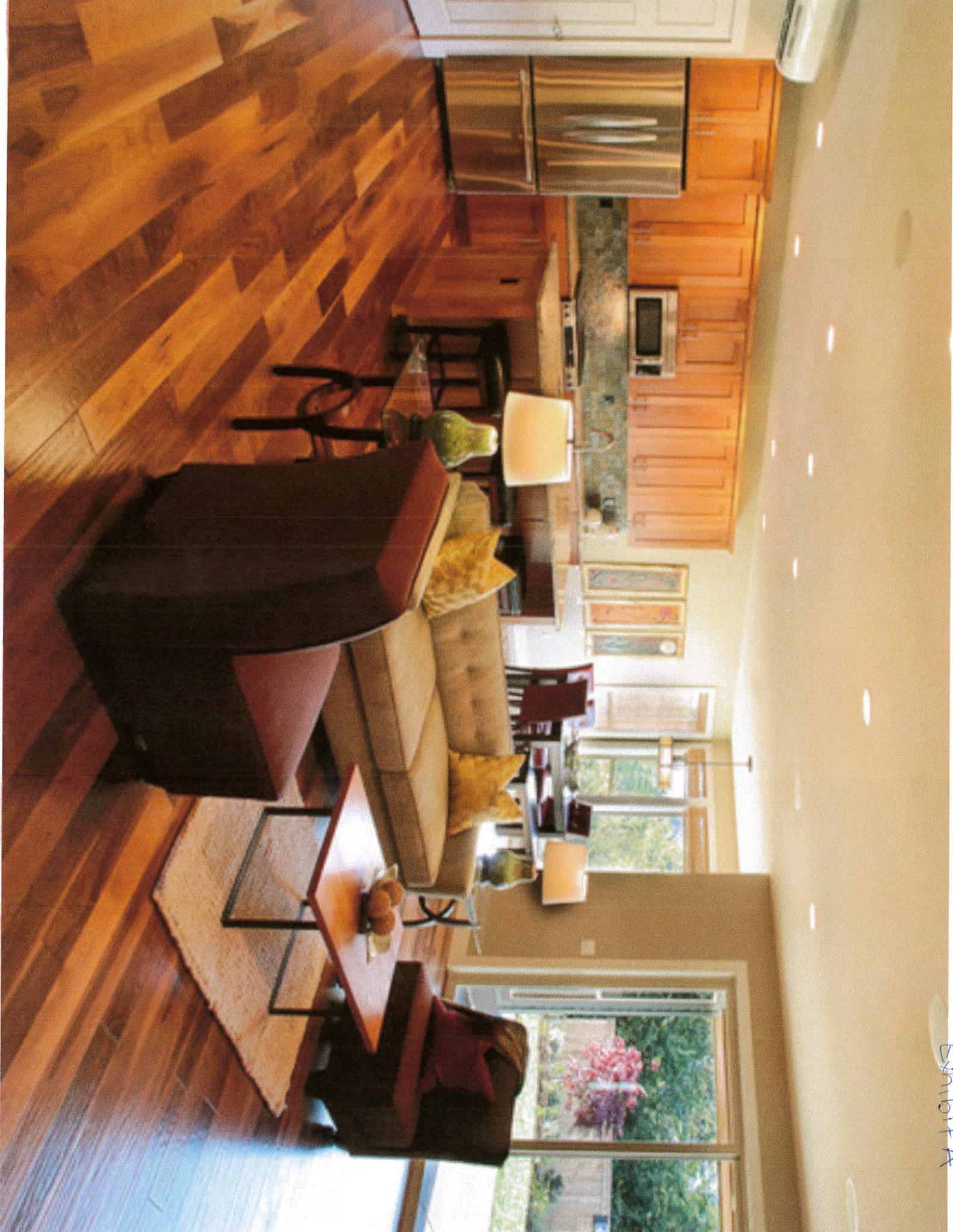


Exhibit A



Exhibit A



Exhibit A

Exhibit B





Exhibit B



Exhibit B



Exhibit B



Exhibit B

APPLICATION FOR CHANGE OF ZONING

South Weber City
1600 East South Weber Drive
South Weber, Utah 84405
Phone: (801) 479-3177 Fax: (801) 479-0066

OFFICE USE: Application # _____ Fee \$ 300 Receipt # 13.079477 Date Received 9/10/2014

Owner of Property Future Homes.

Applicant's Name Future Homes
Mailing Address 579 HERITAGE PARK BLVD St. 201 City, State, Zip LAYTON UT 84041
Phone 801-549-8719 Fax _____ Email WPASCH@GMAIL.COM

Agent's Name WYNDELL PASCH
Mailing Address 579 HERITAGE PARK BLVD St. 201 City, State, Zip LAYTON UT 84041
Phone 801-549-8719 Fax 801-452-0652 Email WPASCH@GMAIL.COM

Request: 4.54 Acres/Sq. Feet be changed from RM zone to RPZ zone RESIDENTIAL PATIO ZONE
_____ Acres/Sq. Feet be changed from _____ zone to _____ zone

Property Address: 2600 E 8000 SOUTH SOUTH WEBER UTAH 84405

Parcel Number(s): 13-041-
020 / 0119 Total Acres or Sq. Feet: 4.54

Legal Description: (If description is longer than space provided, please submit complete legal description on an addendum sheet.)
ATTACHED.

What is the proposed use?
SINGLE FAMILY NON ATTACHED DWELLINGS.

In what way does the proposal recognize the City's General Plan?
WILL MATCH THE CITY'S "NEW" RESIDENTIAL PATIO ZONE

Public Notice Authorization: I (we) do hereby give permission to South Weber City to place a city Apublic notice@ sign on the property contained in this application for the purpose of notification of the change of zoning application.

X Signed: Wyndell Pasch
Property Owner

Property Owner

APPLICANT'S AFFIDAVIT

State of Utah)
County of Weber)

I (we) Future Homes WYNDELL PASCH, being duly sworn, depose and say I (we) am (are) the sole owner(s)/agent of the owner(s), of the property involved in this application, to-wit, 2600 E 8000 S.
Property Address

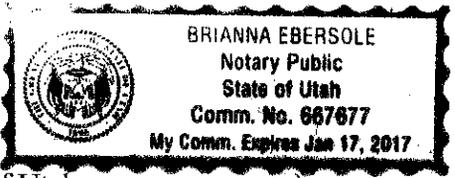
and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

Dated this 16th day of JULY, 2014.

Signed: Wyndell Pasch
Property Owner or Agent

Property Owner or Agent

Subscribed and Sworn before me this 16th day of JULY, 2014.



Notary Public: Brianna Ebersole

AGENT AUTHORIZATION

State of Utah)
County of Weber)

I (we) Future Homes, the sole owner(s) of the real property located at 2600 E 8000 S., South Weber City, Utah do hereby appoint WYNDELL PASCH,
Property Address

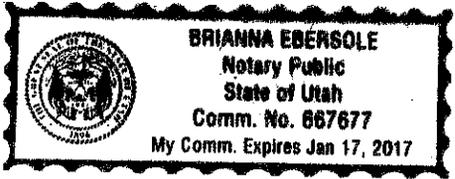
as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and to appear on my (our) behalf before any city boards considering this application.

Dated this 16th day of JULY, 2014.

Signed: Wyndell Pasch
Property Owner

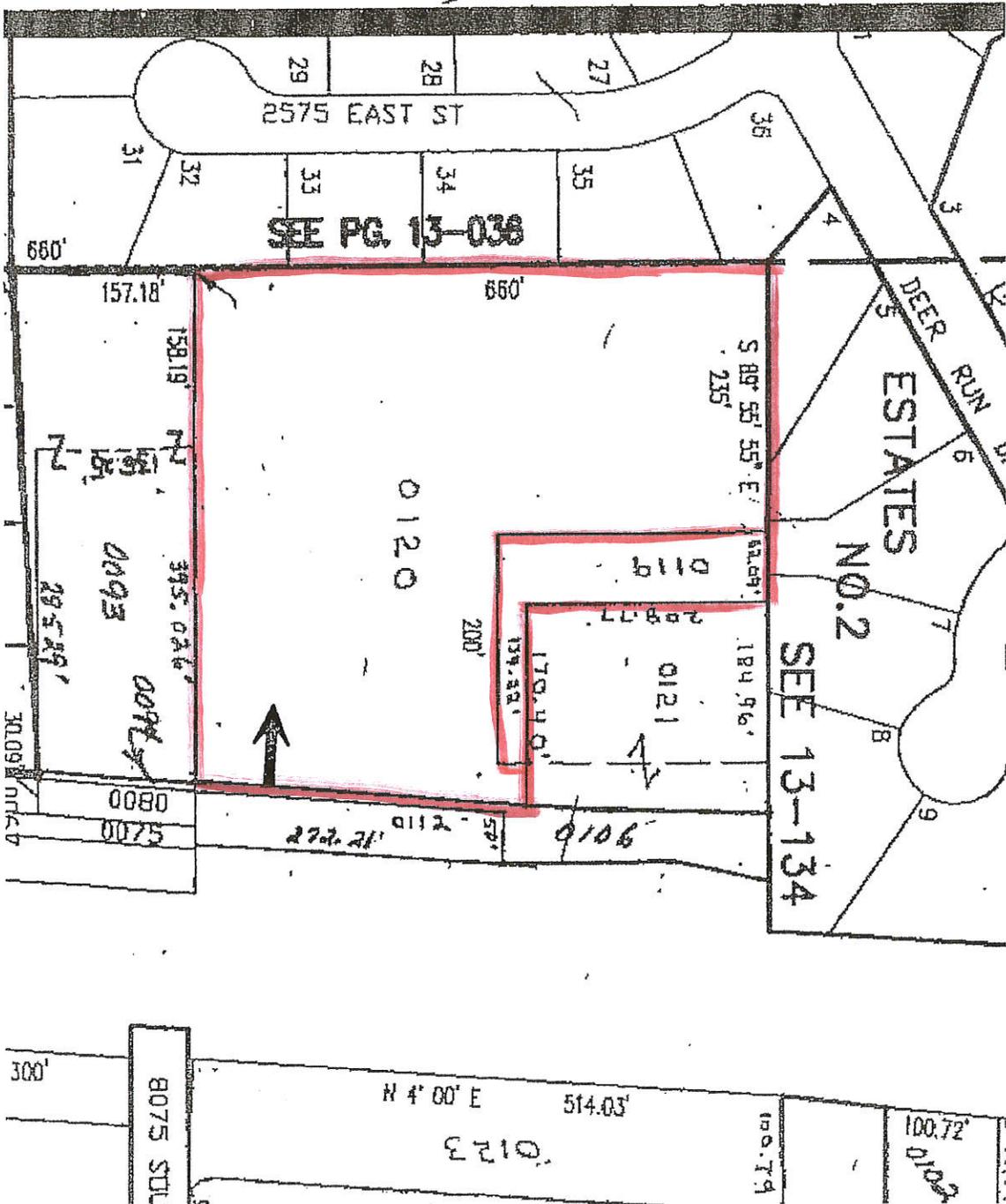
Property Owner

Subscribed and Sworn before me this 16th day of JULY, 2014.



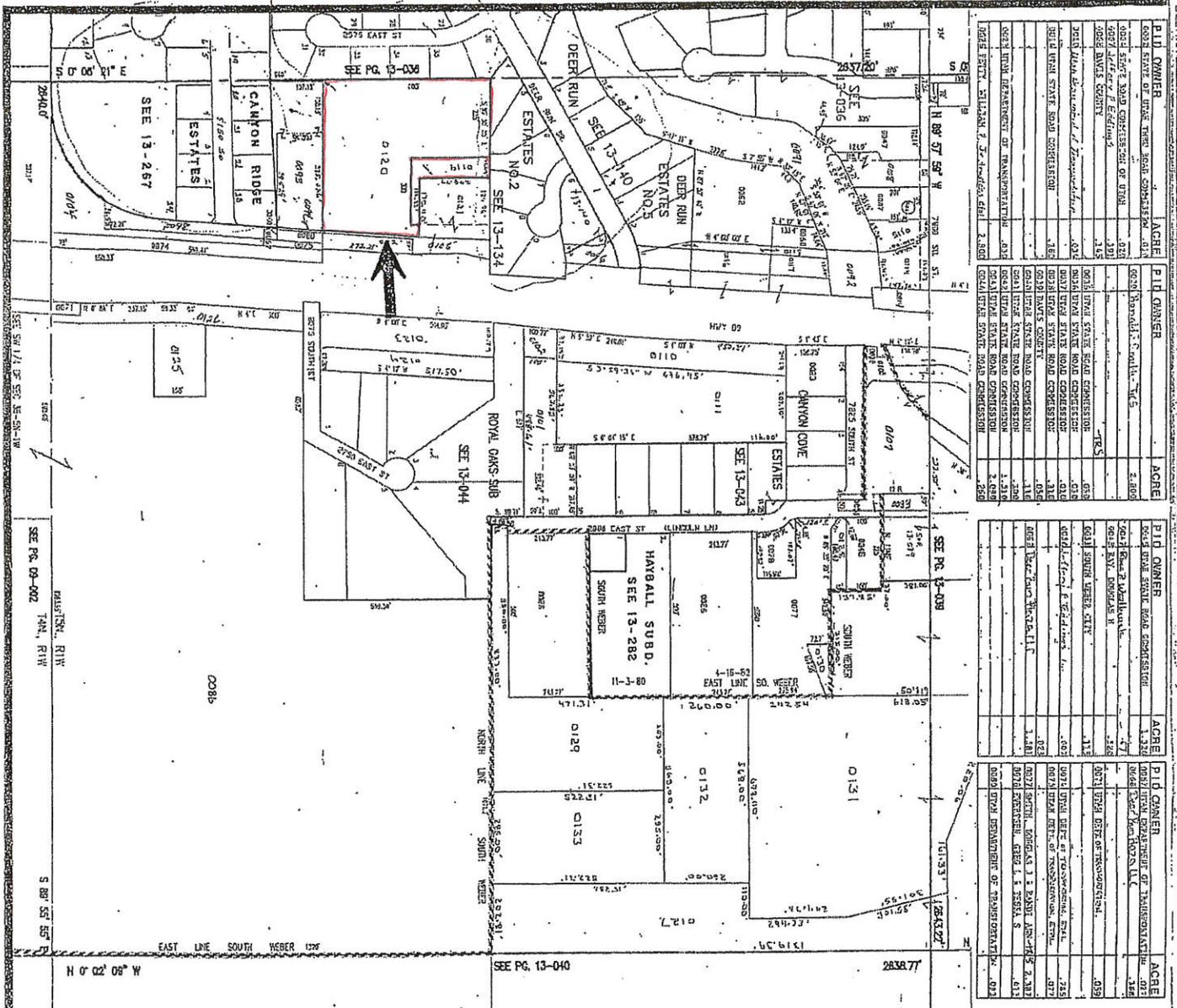
Notary Public: Brianna Ebersole

31



13

041 (1042)



PID	OWNER	ACRE
0001	STATE OF UTAH	1.000
0002	STATE OF UTAH	1.000
0003	STATE OF UTAH	1.000
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0098	STATE OF UTAH	1.000
0099	STATE OF UTAH	1.000
0100	STATE OF UTAH	1.000

SW SECTION 36 T 5N R 1W SALT LAKE MERIDIAN
 DAVIS COUNTY, UTAH - RECORDERS OFFICE

SCALE: 1" = 200'

PREFX # 13-041 PG 1 LAST #



Google earth

feet
meters



Google earth

Amoco Pipeline Co
600 S Cherry St #900
Denver, Co 80222

RETURNED
Series 3466
Line Lists 636 and 637
AGREEMENT
13-138+
13-139+
13-035-0015
13-036-0050
13-036-0042

NOV 10 1985

THIS AGREEMENT, entered into this 28th day of October, 1985, by and between AMOCO PIPELINE COMPANY, a Maine Corporation, with offices located at 600 South Cherry Street, Suite 900, Denver, Colorado 80222, hereinafter called "Amoco," and CALVIN WATERS AND SONS, INC., a Utah corporation, with an address of 1414 E. South Weber Drive, South Weber, Utah 84405, hereinafter called "Waters."

WITNESSETH:

WHEREAS, by documents of record, "Amoco" is the owner and holder of a right-of-way and/or easement (hereinafter called "Amoco's R.O.W.") being recorded in Book-M Page 360 and 361, dated December 11, 1939, Davis County, Utah, and described as a part of N 1/2 of SE 1/4 of SE 1/4 (N¹SE¹SE⁴), Section 35, Township 5N, Range 1W, and SW 1/4 of SE 1/4 (SW¹SE¹), Section 35, Township 5N, Range 1W, Davis County, Utah, and

WHEREAS, "Waters" has acquired land for construction and development, known as Deer Run Estates, said land being partially encumbered by way of the mentioned "Amoco" easements, and,

WHEREAS, "Amoco" is willing to consent to "Waters'" construction and development of such lands parallel to and inside the area affected by "Amoco's R.O.W.," subject to certain terms and conditions set forth hereinbelow.

1. "Waters" agrees to place suitable and agreed with fill material to an area where an existing catch basin retention pond encroaches on "Amoco's R.O.W." Said pond shall be filled so that no point of excavation is any nearer than twenty-five feet from the center-line of "Amoco's" nearest pipeline. Such fill shall further be compacted thereby allowing for a solid twenty-five feet of surface R.O.W.

2. "Waters" agrees to remove a containment fence as it now exists around said catch basin retention pond, and replace said fence to an area that will provide "Amoco" unrestrained access to their pipelines in this area, with said fence being a minimum of twenty-five feet away from the inside pipeline nearest the pond with such placement being alongside on the pond's bank. "Amoco" agrees to allow the existing fence currently parallel to the canal to remain in place, with the understanding that should such fence be removed, disturbed, interfered with, etc., "Amoco" shall not be responsible for repair claims, demands, or for any other action in the restoring of the fence.

3. "Waters" shall be responsible for any and all measures to safeguard containment of the pond area, and "Amoco" shall have no responsibility or liabilities which might arise from the catch basin pond.

4. "Amoco" agrees to "Waters'" placement of a single concrete culvert crossing over "Amoco's R.O.W." in an area mutually agreed to, provided "Waters" notifies "Amoco's" representative 48 hours in advance of any construction activities associated with the culvert in an area within "Amoco's R.O.W." Prior to construction, "Waters" shall have returned a duly executed original of this agreement to Amoco. Said construction of the culvert shall allow for 18"-24" of clearance between the culvert and "Amoco's" pipeline(s). Further, should it become necessary for "Amoco" to remove, damage, disturb, or disrupt the culvert in their exercising granted prior rights, "Amoco" shall not be liable or responsible for any claims or demands as such might arise.

5. "Amoco" retains all granted prior rights heretofore mentioned in the referenced right-of-way agreements, including but not limited to right-of-way clearing.

6. In compliance with D.O.T. regulations, "Amoco" shall mark their right-of-way with acknowledged markers at locations of their choice, with the understanding that these markers shall be left in place and undisturbed by "Waters."

BOOK 1125
PAGE 076109A
NOV 19 10 50
CANTON, OHIO
COUNTY RECORDER
#518

7. "Waters", its successors, grantees, and assigns, shall not erect or construct, nor cause the erection or construction of any buildings, walls, fences, engineering works, or any other type structure on, over, under, through or across "Amoco's" right-of-way, with the exception of those currently in place and shown on Plan and Profiles designated as Deer Run Estates, Unit #3 and #6, Sheets 1,2,3, and the mentioned culvert crossing. "Amoco's" right-of-way shall be understood to be a width of twenty-five feet from the outside most pipeline(s) on both sides of the pipeline(s).

54

8. "Waters", its successors and assigns, agree to indemnify and hold "Amoco", its agents and employees, harmless from and against any and all claims, demands, liabilities, damages, suits, or actions, arising from, or in connection with, any existing or agreed to encroachments within "Amoco's" right-of-way area. Further, should "Amoco" remove, damage, disrupt or interfere with any of these encroachments, it should be understood that "Amoco" shall have no responsibility to reimburse or restore those facilities.

9. This agreement shall be binding upon and inure to the benefit of "Amoco" and "Waters" and their respective grantees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

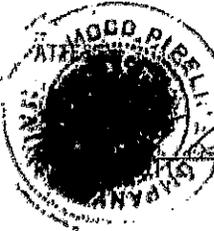
Executed this 22 day of October, 1986.

ATTEST:

CALVIN WATERS AND SONS, INC.

Georgia Waters
Georgia Waters, Secretary

Calvin Waters
Calvin Waters, President



AMOCO PIPELINE COMPANY

[Signature]
Asst. Secretary

[Signature]
J. P. Sevcik, Division Manager

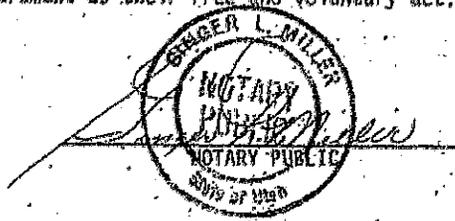
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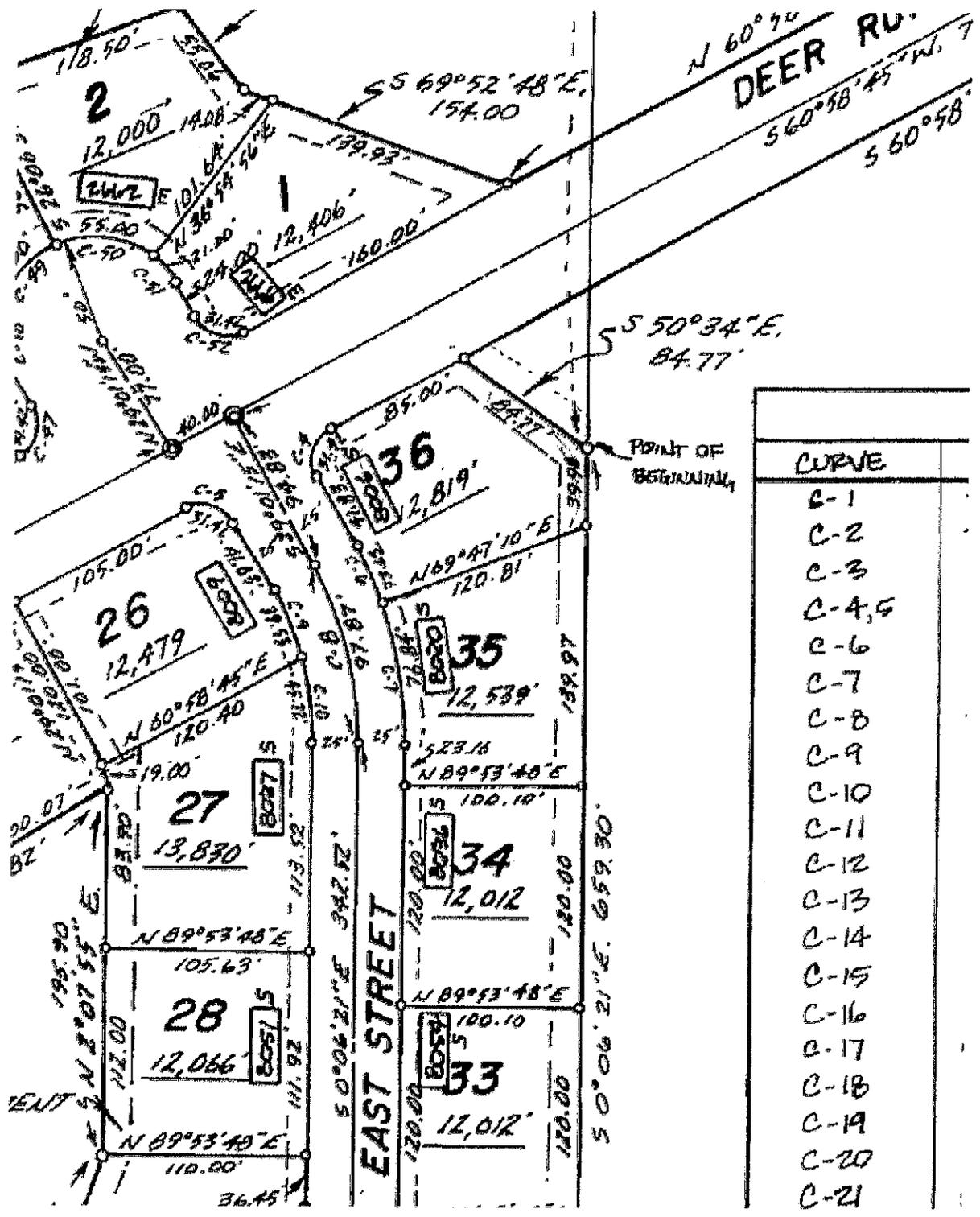
STATE OF Georgia }
COUNTY OF DeKalb } SS

Before me Calvin & Georgia Waters, in and for said County and State, on this 22 day of October, 1986, personally appeared CALVIN WATERS and GEORGIA WATERS, to me known to be the identical persons who executed the foregoing instrument as their free and voluntary act.

My commission expires:

April 89

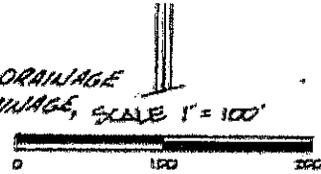




CURVE
B-1
C-2
C-3
C-4,5
C-6
C-7
C-8
C-9
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C-11
C-12
C-13
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C-15
C-16
C-17
C-18
C-19
C-20
C-21

NOTES:

1. ALL FRONT LINES HAVE A 10' PUBLIC UTILITY, DRAINAGE EASEMENTS AND REAR LINES HAVE A 15' DRAINAGE, PUBLIC UTILITY EASEMENTS, AS SHOWN BY DASHED LINES.



2. 12000' AREA IN SQ. FT.

3. & MONUMENTS WILL BE PLACED AT ALL LOCATIONS MARKED ABOVE BY ©.

4. 2587 - STREET ADDRESSES

NOTE: This is not an official document. For official documents, please contact the Davis County Recorder's Office.
Abstract

Serial Number: 13-041-0119

Abstract		
Serial Number: 13-041-0119	Tax District: #6	Receipt: No
Tax Name & Address for Tax Year 2014 FUTURE HOMES LLC 579 HERITAGE PARK BLVD #201 LAYTON, UT 84041	Site Address:	Parcel Date: 6/20/14 Acres: 0.41088

Dedication Plat
No Dedication Plat Found for this Serial Number

Legal Description
BEG AT A PT N 0°00'21" W 1320 FT & S 89°55'55" E 235 FT FR SW COR OF SW 1/4 OF SEC 36-T5N-R1W, 3LM: RUN TH S 0°08'21" E 235 FT; TH S 89°55'56" E 200 FT; TH N 0°08'21" W 27.74 FT; TH W 139.22 FT; TH N 205.77 FT; TH N 89°55'55" W 82.89 FT TO POB. CONT 0.41 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR L.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel	Owner	Receipt
13-041-0119		6/2/2008

NOTE: This is not an official document. For official documents, please contact the Davis County Recorder's Office.
 Abstract

Serial Number: 13-041-0120

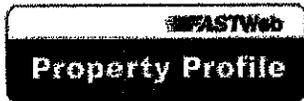
Abstract		
Serial Number: 13-041-0120	Tax District: 46	Exempt: No
Tax Name & Address for Tax Year 2014	Site Address:	Parcel Dates: 8/2/05 to
FUTURE HOMES LLC 579 HERITAGE PARK BLVD #201 LAYTON, UT 84041		Apres: 4.13400

Dedication Plat
No Dedication Plat found for this Serial Number

Legal Description:
 A PART OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M; DESC AS FOLLOWS: BEG AT A PT ON THE SEC LINE N 0°06'21" W 660.00 FT FR THE SW COR OF THE SW 1/4 OF SD SEC 36; RUN TH N 0°06'21" W ALG THE SEC LINE 660.00 FT; TH S 89°55'55" E 591.36 FT TO THE W R/W LINE OF HWY 89; TH SWLY THREE COURSES ALG SD W LINE AS FOLLOWS: S 4°00' W 45.14 FT, S 7°49' W 150.33 FT, & S 4°00' W 309.56 FT; TH N 89°55'55" W 544.24 FT; TH S 0°06'21" E 157.18 FT, TH N 89°55'55" W 1.00 FT TO THE POB. LESS & EXCEPT THEREFR: BEG AT A PT N 0°06'21" W 1320 FT & S 89°55'55" E 235 FT FR THE SW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM; RUN TH S 0°06'21" E 235 FT; TH S 89°55'55" E 200 FT; TH N 0°06'21" W 235 FT; TH N 89°55'55" W 200 FT TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXIST EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE N LINE OF SD SW 1/4 OF THE SW 1/4 & THE WLY R/W & LIMITED-ACCESS LINE OF SD EXIST EXPRESSWAY, WH PT IS 1320.00 FT N 0°06'21" W & 591.36 FT (BY RECORD, BUT 587.27 FT BY MEASUREMENT) S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH ALG SD WLY R/W & LIMITED-ACCESS LINE THE FOLLOWING THREE (3) COURSES & DIST: S 4°00' W 45.14 FT (BY RECORD, BUT 33.84 FT BY MEASUREMENT); TH S 7°49' W 150.33 FT; TH S 4°00' W 309.56 FT (BY RECORD, BUT 319.46 FT BY MEASUREMENT) TO A S'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 89°55'55" W 40.09 FT, M/L, ALG SD S'LY BNDRY LINE TO A PT 125.00 FT PERPLY DISTANT WLY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT; TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE ENGINEER STATION 419+00.00; TH N 0°11'10" E 150.33 FT TO A PT 135.00 FT PERPLY DISTANT WLY FR SD "M" LINE AT ENGINEER STATION 420+50.00; TH N 12°31'51" E 81.43 FT, M/L, TO SD N LINE; TH S 89°55'55" E 48.28 FT ALG SD N LINE TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR A FRONTAGE RD INCIDENT TO THE WIDENING OF THE EXIST EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN A S'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 125.00 FT PERPLY DISTANT WLY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT, WH PT IS 880.00 FT N 0°06'21" W, 1.0 FT S 89°55'55" E, 157.18 FT N 0°06'21" W & APPROXIMATELY 500.15 FT S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE SD ENGINEER STATION 419+00.00; TH N 88°00' W 50.00 FT; TH S 4°00' W 275.64 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE TO SD S'LY BNDRY LINE; TH S 89°55'55" E 50.12 FT ALG SD S'LY BNDRY LINE TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF A FRONTAGE RD, INCIDENT TO THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO. 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL ARE DESC AS FOLLOWS: BEG AT A PT IN THE N'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 8.950 METERS (29.36 FT) PERPLY DISTANT WLY FR THE CENTERLINE OF THE W FRONTAGE RD OF SD PROJECT, OPPOSITE ENGINEERS STATION 1+414.041, WH PT IS 402.335 METERS (1320.00 FT) N 0°06'21" W ALG THE SEC LINE & 147.784 METERS (484.86 FT) S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH S 89°55'55" E 16.504 METERS (54.15 FT) ALG SD N'LY BNDRY LINE TO THE WLY R/W & LIMITED-ACCESS LINE OF SD STATE HWY 89; TH S'LY ALG SD WLY R/W & LIMITED-ACCESS LINE THE FOLLOWING 4 (FOUR) COURSES & DIST: (1) TH S 12°30'44" W 25.310 METERS (83.04 FT); (2) TH S 0°10'02" W 45.821 METERS (150.33 FT); (3) TH N 88°01'07" W 15.240 METERS (50.00 FT); (4) TH S 3°58'53" W 83.959 METERS (275.46 FT) TO THE SE COR OF SD ENTIRE TRACT; TH N 89°55'55" W 0.553 METERS (1.81 FT) ALG SD S'LY BNDRY LINE; TH N 3°59'37" E 153.621 METERS (504.00 FT) TO THE POB. LESS & EXCEPT THEREFR: BEG AT A PT WH IS LOC N 0°06'21" W ALG SEC LINE 1113.88 FT & E 299.72 FT FR THE SE COR OF SEC 35-T5N-R1W, SLB&M; & RUN N 208.77 FT TO THE S LINE OF DEER RUN ESTATES NO 2; TH S 89°55'53" E ALG SD S LINE 184.96 FT TO THE W LINE OF THE FRONTAGE RD; TH S 03°59'37" W ALG SD W LINE 209.06 FT; TH W 170.40 FT TO THE POB. CONT 4.134 ACRES

Parent	Child	Effective Date
13-041-0113		6/2/2006

, UT



Property Information

Owner(s)	Future Homes Llc	Parcel #	13-041-0119
Property	, UT	Map Coord	13-041 13-041
Mailing Addr	579 Heritage Park Blvd #201 Layton, UT 84041	Census Tract	1251.04
		County	Davis
		Owner Phone	
Legal	BEG AT A PT N 0 08'21" W 1320 FT & S 89 55'55" E 235 FT FR SW COR OF SW 1/4 OF SEC 38-T5N-R1W; SLM: RUN TH S 0 08'21" E 235 FT; TH S 89 55'55" E 200 FT; TH N 0 08'21" W 27.74 FT; TH W 139.22 FT;		
Lot Number		Tract Number	
Block		Subdivision	

Characteristics

Use	Vacant Land (nec)	Year Built		Sq. Feet	
Zoning		Lot Size Ac/Sq Ft	.41 / 17860	# of units	
Bedrooms		Bathrooms		Fireplace	
#Rooms		Quality		Heating	
Pool/Spa	N	Air		Style	
Stories		Improvements		Parking	
Flood		Gross Area		Garage Area	
Basement Area					

Property Sale Information

Sale Date	05/02/2014	\$/Sq. Ft.		2nd Mtg.	
Sale Price	N/A	1st Loan	\$280,000.00	Prior Sale Amt	
Doc No.	6011-741	Loan Type	Conv	Prior Sale Date	05/02/2014
Doc Type	Warranty Deed	Xfer Date	05/05/2014	Prior Doc No	6011-739
Seller	Eagle Landing Holding Llc	Lender	* Other Institutional	Prior Doc Type	Warranty Deed

*\$/Sq. Ft. is a calculation of Sales Price divided by Sq. Feet

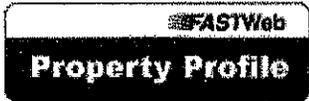
Tax Information

Imp Value		Exemption	
Land Value	\$15,416.00	Tax Year/Area	2013/046
Total Value	\$15,416.00	Tax Value	\$15,416.00
Tax Amt	\$286.62	Improved	

Information compiled from various sources and is deemed reliable but not guaranteed.



, UT



Property Information

Owner(s)	Future Homes Lic	Parcel #	13-041-0120
Property	, UT	Map Coord	13-041 13-041
Mailing Addr	579 Heritage Park Blvd #201 Layton, UT 84041	Census Tract	1251.04
		County	Davis
		Owner Phone	
<hr/>			
Legal	A PART OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M; DESC AS FOLLOWS: BEG AT A PT ON THE SEC LINE N 0 08'21" W 660.00 FT FR THE SW COR OF THE SW 1/4 OF SD SEC 36; RUN TH N 0 08'21" W ALG		
Lot Number		Tract Number	
Block		Subdivision	

Characteristics

Use	Vacant Land (nec)	Year Built		Sq. Feet	
Zoning		Lot Size Ac/Sq Ft	4.134 / 180077	# of units	
Bedrooms		Bathrooms		Fireplace	
#Rooms		Quality		Heating	
Pool/Spa	N	Air		Style	
Stories		Improvements		Parking	
Flood		Gross Area		Garage Area	
Basement Area					

Property Sale Information

Sale Date	05/02/2014	\$/Sq. Ft.		2nd Mtg.	
Sale Price	N/A	1st Loan	\$280,000.00	Prior Sale Amt	
Doc No.	6011-741	Loan Type	Conv	Prior Sale Date	05/02/2014
Doc Type	Warranty Deed	Xfer Date	05/05/2014	Prior Doc No	6011-739
Seller	Eagle Landing Holding Llc	Lender	* Other Institutional	Prior Doc Type	Warranty Deed
*\$/Sq. Ft. is a calculation of Sales Price divided by Sq. Feet					

Tax Information

Imp Value		Exemption	
Land Value	\$232,909.00	Tax Year/Area	2013/046
Total Value	\$232,909.00	Tax Value	\$232,909.00
Tax Amt	\$3,687.93	Improved	

Information compiled from various sources and is deemed reliable but not guaranteed.



LLC
Certificate of Organization
OF
Future Homes LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Future Homes LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Residential Land and Home Building

The Company shall further have unlimited power to to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
Eagle Landing Holding LLC
579 Heritage Park Blvd #201
Layton, UT, 84041

ACCEPTANCE OF APPOINTMENT:

Registered Agent Signature



The duration of the company shall be 50 years

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

Date of this notice: 02-28-2014

Employer Identification Number:
46-4950911

Form: SS-4

Number of this notice: CP 575 G

EAGLE LANDING HOLDINGS LLC
WYNDELL R PASCH SOLE MBR
6707 S 1590 E
UINTAH, UT 84405

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4950911. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is EAGL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

ARTICLES OF INCORPORATION
OF
XPERT ENTERPRISES, Inc.

I, the Undersigned natural person of the age of eighteen years or more, acting as Incorporator of a Corporation under the Utah Business Corporation Act, Section 16-10a-202 adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the corporation is Xpert Enterprises, Inc.

ARTICLE II

OFFICE AND AGENT

The address of this corporation's initial registered office, and the name of its original registered agent at such address is:

BLAIR N. GARDNER
2232 N. 75 E.
Layton, Utah 84041

ARTICLE III

PURPOSES

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under this Act, including but not limited to:

- a. Engaging in marketing consulting for other businesses and non-profit organizations, fitness consulting, modeling, and the sale of real estate. The incorporation may enter into any other lawful arrangement for sharing profits, union of interest, reciprocal

association or cooperative association of any corporation, association, partnership, individual or other legal entity for the carrying on of any business.

b. Acquire by purchase, exchange, gift, bequest, subscription or otherwise, and to hold, own, mortgage, pledge, hypothecate, sell, assign, transfer, exchange or otherwise dispose of or deal in or with its own corporate securities or stock or other securities, including, without limitations, any shares of stocks, bonds, debentures, notes mortgages or other obligations and any certificates, receipts or other instruments representing rights or interests therein or other property or assets created or issued by any person, firm, association or corporation, or any government or subdivision, agencies or instrumentality's thereof; to make payment therefor its own securities or to use its unrestricted and unreserved earned surplus for the purchase of its own shares, and to exercise as owner or holder of any securities any and all rights, powers and privileges in respect thereof.

c. Do each and everything necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for protection or benefit of this Corporation and to do said acts as fully and to the same extent as natural persons might or could do in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other person, association or corporation.

d. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the corporation and the enjoyment and exercise thereof as conferred by the laws of the State of Utah and it is the intention that the purposes and powers specified in each of the paragraphs of this Article III shall be regarded as independent purposes and powers.

The corporation shall further have unlimited power to engage in and do any

lawful act concerning any and all lawful business for which corporations may be organized under the Utah Business Corporation Act and any amendments thereto.

ARTICLE IV

STOCK

The corporation shall have authority to issue Ten Thousand (10,000) shares of stock which stock shall be of one class only which shall be common voting stock. The common stock shall have unlimited voting rights provided in the Utah Revised Business Corporation Act. Additional shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

ARTICLE V

DIRECTORS

The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this corporation, providing that the number of directors shall not be reduced to less than one (1). The name(s) and post address(es) of the first Board of Directors shall be one (1) in number and is:

President/Director
BLAIR N. GARDNER
2232 N. 75 E.
Layton, Utah 84041

ARTICLE VI

INCORPORATOR

The name and post office address of the incorporator signing the Articles of Incorporation is:

BLAIR N. GARDNER
2232 N. 75 E.
Layton, Utah 84041

ARTICLE VII

DURATION

The duration of this corporation is "perpetual."

ARTICLE VIII

INDEMNIFICATION

No director or officer of the corporation shall be personally liable to the Corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officers provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts of omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of dividends. Any repeal or modification of this Article by the stockholders of the corporation shall be prospective only, and shall not adversely effect any limitation on the personal liability of a director or officer of the corporation for acts or omission prior to such repeal or modification.

ARTICLE IX

COMMON DIRECTORS

TRANSACTIONS BETWEEN CORPORATIONS

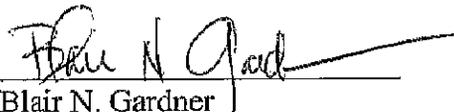
No contract or other transaction between this Corporation and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its

Directors are directors or officers or are financially interested, shall be either void or voidable, (a) because of such relationship or interest, or because such Director or Directors are present at the meeting of the Board of Directors, or a committee thereof which authorizes, approves or ratifies such contract or transaction by vote or consent sufficient for the purpose without counting the votes or consents of such interested Director; or (b) the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable to the Corporation.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction.

IN WITNESS WHEREOF, I, Blair Gardner have executed these Articles of Incorporation in duplicate this 29 day of DECEMBER, 2001, and say:

That I am the only incorporator herein; have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of my knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters I believe to be true.


Blair N. Gardner

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

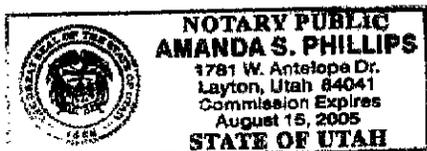
I hereby acknowledge acceptance as Registered Agent for Xpert Enterprises, Inc.

REGISTERED AGENT:

Blair N. Gardner
Blair N. Gardner

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

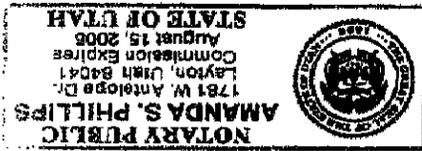
On the 29th day of December A.D. 2001, personally appeared before me Blair N. Gardner, the signer of the foregoing acceptance as registered agent of Xpert Enterprises, Inc., who duly acknowledged to me that he executed the same.



Amanda S. Phillips
Notary Public
Residing at:
1781 W Antelope Dr.
Layton UT 84041

My Commission expires:
August 15, 2005

I, Amanda S. Phillips, a notary public, do hereby certify that on this 29th day of December, 2001, personally appeared before me Blair N. Gardner, who, being by me first duly sworn, declared that said person, is the Incorporator of Xpert Enterprises, Inc. and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.



Amanda S. Phillips
Notary Public
Residing at:
1781 W. Antelope Dr.
Layton, UT 84041

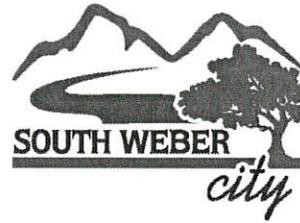
My commission expires:
August 15, 2005

For Office Use Only

Fees received by: AL Date of submittal: 9/29/14
Amount Paid: \$1000.00 Receipt #: 13.079572

Initial Review, all of the required supporting materials have been provided: DM

PC Meeting Date: Oct. 23, 2014



Preliminary Plan Application

Project/Subdivision Name: Orange Grove
Approx. Location: 2600 E. 8000 S. South Weber
Parcel Number(s): B-041-0120 ; 13-041-0119 Total Acres: 4.54 Acres
Current Zone: R-M If Rezoning, to what zone: PATIO RP2 Bordering Zones: R-M / R-H
Surrounding Land Uses: RESIDENTIAL
Number of Lots: 19 # Lots per Acre: 4 / Acre
Phase: 1 of 1 PUD: Yes / No

Contact Information

Developer or Agent

Name: WYNDELL PASCH / BLAIR GARDNER
Company Name: FUTURE HOMES LLC
Address: 579 E HERITAGE PARK ST. 201
City/State/Zip: LAYTON UT 84041
Phone: 801-549-8719 Fax: _____
Email: WPASCH@gmail.com
GARDNERPROPERTIES@gmail.com

Best Way/Preferred Method of Contact:

Email Phone _____ Fax _____ Mail _____

Developer's Engineer

Name: STEVE FAXRREL
Company: PINNACLE Engineering.
License #: 191517
Address: 2720 N. 350 W ST. 108
City/State/Zip: LAYTON, UT 84041
Phone: 801-773-1970 Fax: _____
Email: SHAWNAD@pinnacle-eng-sv4.com

Best Way/Preferred Method of Contact:

Email _____ Phone _____ Fax _____ Mail _____

Surveyor

Check here if same as Engineer

Name: _____
Company: _____
License #: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Property Owner(s)

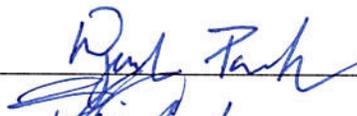
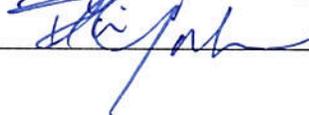
Check here if same as Developer

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature:  Date: 9/4/14
Property Owner's Signature:  Date: 9-4-2014

**Sketch Plan Meeting
Future Homes Subdivision - "Canyon View"
8/19/2014 11:00 a.m.**

Attendance: Blair Gardner, Future Homes; Wyndell Pasch, Future Homes; Mark Larsen, Public Works Director; Duncan Murray, City Manager; Barry Burton, City Planner; Tom Smith, Recorder; Brandon Jones, City Engineer; and Elyse Greiner, Deputy Recorder

Introduction

Brandon conducted the meeting first by stating the Canyon View name is already taken and a new one is needed. He then led introductions and stated the purpose of meeting as being for the benefit of the developers to receive staff comment on the subdivision plans. The first plan with the subdivision is to rezone both properties from Residential Moderate to Residential Patio. Future Homes does own the property.

Comments/Concerns from Committee

Roads and Easements

Mark stated that the roads need to be 70ft wide instead of 60ft for the easement. Brandon and Mark weren't sure where the easements are and if they exist. Blair said a recorded 15ft public utility easement is located on the west side of lot 36 (Deer Run Estates) and the deed is in the application packet, however he would re-verify the easements. Between lots 36 and 35 (Deer Run Estates) there is an existing pipe, but there is question about who put that pipe in, its purpose, etc. Mark says the pipe is not used. Brandon is concerned about the right of using the pipe and would need something on record that proves there are easements there. Barry asked if the sewer and storm drain can be in the same easement. Mark wants separation, at least 10ft apart, for the sewer and storm drain. Blair asked about the manhole in the driveway of lot 36 (Deer Run Estates). The city will find out what it is. Mark expressed concerned about a 65ft frontage requirement on lots 7, 8, 9, 10, and 14 and others not being met. Wyndell said the lots will be modified when they the change road.

Buffer Yard

Mark said a buffer yard of 15-30ft needs to be added and asked who would be in charge of it. It was clarified that a buffer yard is a landscaping requirement and the subdivision would require Buffer Yard A according to City Code. Blair said the grass will be maintained by the HOA. The rear set back between the back fence and the home will satisfy the buffer if it is landscaped properly and protected. Barry mentioned lots are the only option for the subdivision zone, not PUDs. Concerns about the HOA were brought up. According to Blair, the HOA won't own anything. The home owners will maintain their own property and the HOA can enforce maintenance. Brandon needs a copy of the CC&Rs drafted for the preliminary plan.

Grading

Mark expressed concerned about how steep the lots would be. Wyndell stated they will build all of the steep lots at the same time and it is their intention to build on all of the lots. Barry asked if there are any floor plans. Blair said they have 3 right now with different modifications. Brandon asked if they will require an architectural review. Barry said no but suggested the developers

bring the plans and elevations in when they apply for the rezone so the Commission will be able to see the changes.

Secondary Water and Storm Water

Brandon stated that water needs to be brought to the back of the subdivision. The Fire Chief needs to give input on fire hydrant placement. The sewer line needs transition between manholes because of the steepness. The storm drain needs to be installed down to Deer Run Drive at the intersection of 2475 E. The city may participate when they are putting it in to also put in inlet boxes and take out waterways at the same time. At a minimum, the line needs to be taken down to the intersection, however that only satisfies getting water off of the property. Brandon recommended not putting a detention basin on the property. Questions about oversizing the pipe for detention were rejected but there is room for improvement upstream. Discussion about bidding and trading inlet boxes for detention with the city was discussed. Wyndell asked if the developers put in a line to Deer Run Dr., if the city will use it. Brandon stated it depended on the timing and if the city wanted it. Brandon said we need to know the capacity of the existing storm drain pipe if it is going to be used. The pipe needs to hold a capacity of a 100-year storm. If it doesn't have the capacity, they may need to look at a secondary line or swell. Brandon can work through the details but first we need to know what the existing infrastructure looks like. The developers will need a letter for irrigation for secondary water, and it looks like it will come from Weber Basin. A Geotech report is needed. Brandon said the plans are showing swells in the backyards on the west and north lines of the property and they should drain into a storm drain.

Brandon asked if fencing was allowed and suggested they may not want fencing where the water will be flowing. Blair said they may allow some perimeter fencing but not property fencing.

Height

Barry expressed concern about the 25ft height requirement being exceeded and said they need to be careful with grading to maintain the appropriate height limit. If there are walk-out basements, the height in the rear of the home could be an issue. A variance or a negative sloped driveway was suggested by Blair. Barry recommends not submitting for a variance until after the subdivision is approved.

Items for Developers to address:

- Change road to 70ft width
- Need documentation on easements
- Front setbacks at 65ft
- Add Buffer Yard A
- Need CC&Rs
- Get input from Fire Chief
- Figure out if existing storm drain pipe is usable- rights to use
- Letter from irrigation company
- Get a GeoTech report
- Address the 25ft height requirement
- Need a title report on property
- Give street a name not number (not mentioned in meeting)

Item for City:

- Look into manhole on driveway on lot 36 of Deer Run Estates

Adjourned at 12:25 p.m.

Minutes recorded by Elyse Greiner

COMMITMENT

Schedule A

State: UT
County: **DAVIS**

Agent # :
SCOTT HAMMER

Order #:
31778TSH

Effective Date & Time:
April 22, 2014 at 8:00 AM

Reinsurance #:

1. **Policy or Policies to be issued:**

(a) Alta Standard Owners Policy	\$ 225,000.00	\$ 1,295.00
Proposed Insured: EAGLE LANDING HOLDING LLC		
(b) Alta Extended Loan Policy	\$ TBD	\$ TBD
Proposed Insured: TO BE DETERMINED		
(c) Endorsements		\$ N/A
	TOTAL	\$ 1,295.00

2. The estate or interest in the land described or referred to in the Commitment and covered herein is:

FEE SIMPLE

and is at the effective date hereof vested in:

GREGORY L. WILDE

3. The land is described as follows:

See Attached Exhibit "A"

Property Address: NONE ASSIGNED, SOUTH WEBER, UT, 84405

Issued By: American Preferred Title Insurance Agency



Countersigned Authorized Signatory

COMMITMENT

File No. 31778TSH

Exhibit A

PARCEL 1:

BEG AT A PT N 00°6'21" W 1320 FT & S 89°55'55" E 235 FT FR SW COR OF SW 1/4 OF SEC 36-T5N-R1W; SLM: RUN TH S 0°06'21" E 235 FT; TH S 89°55'55" E 200 FT; TH N 0°06'21" W 27.74 FT; TH W 139.22 FT; TH N 208.77 FT; TH N 89°55'55" W 62.09 FT TO POB. CONT 0.41 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.) (PARCEL NO. 13-041-0119)

PARCEL 2:

A PART OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M DESC AS FOLLOWS: BEG AT A PT ON THE SEC LINE N 0°06'21" W 660.00 FT FR THE SW COR OF THE SW 1/4 OF SD SEC 36, RUN TH N 0°06'21" W ALG THE SEC LINE 660.00 FT; TH S 89°55'55" E 591.36 FT TO THE W R/W LINE OF HWY 89; TH SW'LY THREE COURSES ALG SD W LINE AS FOLLOWS: S 4°00' W 45.14 FT, S 7°49' W 150.33 FT, & S 4°00' W 309.56 FT; TH N 89°55'55" W 544.24 FT; TH S 0°06'21" E 157.18 FT, TH N 89°55'55" W 1.00 FT TO THE POB. LESS & EXCEPT THEREFROM: BEG AT A PT N 0°06'21" W 1320 FT & S 89°55'55" E 235 FT FR THE SW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM, RUN TH S 0°06'21" E 235 FT; TH S 89°55'55" E 200 FT; TH N 0°06'21" W 235 FT; TH N 89°55'55" W 200 FT TO THE POB. LESS & EXCEPT THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE N LINE OF SD SW 1/4 OF THE SW 1/4 & THE W'LY R/W & LIMITED-ACCESS LINE OF SD EXISTING EXPRESSWAY, WH PT IS 1320.00 FT N 0°06'21" W & 591.36 FT (BY RECORD, BUT 587.27 FT BY MEASUREMENT) S 89°35'55" E FR THE SW COR OF SD SEC 36; & RUN TH ALG SD W'LY R/W & LIMITED-ACCESS LINE THE FOLLOWING THREE (3) COURSES & DIST: S 4°00' W 45.14 FT (BY RECORD, BUT 33.84 FT BY MEASUREMENT); TH S 7°49' W 150.33 FT; TH S 4°00' W 309.56 FT (BY RECORD, BUT 319.46 FT BY MEASUREMENT) TO A S'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 89°55'55" W 40.09 FT, M/L ALG SD S'LY BNDRY LINE TO A PT 125.00 FT PERP'LY DISTANT W'LY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT; TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE ENGINEER STATION 419+00.00; TH N 0°11'10" E 150.33 FT TO A PT 135.00 FT PERP'LY DISTANT W'LY FR SD "M" LINE AT ENGINEER STATION 420+50.00; TH N 12°31'51" E 81.43 FT, M/L, TO SD N LINE; TH S 89°55'55" E 48.28 FT ALG SD N LINE TO THE POB. LESS & EXCEPT THEREFROM: A PARCEL OF LAND IN FEE FOR A FRONTAGE RD INCIDENT TO THE WIDENING OF THE EXISTING EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN A S'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 125.00 FT PERP'LY DIST W'LY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT, WH PT IS 660.00 FT N 0°06'21" W, 1.0 FT S 89°55'55" E, 157.18 FT N 0°06'21" W & APPROXIMATELY 500.15 FT S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE SD ENGINEER STATION 419+00.00; TH N 86°00' W 50.00 FT; TH S 4°00' W 275.64 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO SD S'LY BNDRY LINE; TH S 89°55'55" E 50.12 FT ALG SD S'LY BNDRY LINE TO THE POB. LESS & EXCEPT THEREFROM: A PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF A FRONTAGE RD, INCIDENT TO THE WIDENING OF EXISTING STATE HWY

(Continued)

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

COMMITMENT

File No. 31778TSH

Exhibit A (Continued)

89 KNOWN AS PROJECT NO. 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL ARE DESC AS FOLLOWS: BEG AT A PT IN THE N'LY BNDRY LINE OF SD ENTIRE TRACT, AT A PT 8.950 METERS (29.36 FT) PERP'LY DISTANT W'LY FR THE CENTERLINE OF THE W FRONTAGE RD OF SD PROJECT, OPPOSITE ENGINEERS STATION 1+414.041, WH PT IS 402.335 METERS (1320.00 FT) N 0°06'21" W ALG THE SEC LINE, & 147.784 METERS (484.86 FT) S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH S 89°55'55" E 16.504 METERS (54.15 FT) ALG SD N'LY BNDRY LINE TO THE W'LY R/W & LIMITED-ACCESS LINE OF SD STATE HWY 89; TH S'LY ALG SD W'LY R/W & LIMITED-ACCESS LINE THE FOLLOWING 4 (FOUR) COURSES & DIST: (1) TH S 12°30'44" W 25.310 METERS (83.04 FT); (2) TH S 0°10'02" W 45.821 METERS (150.33 FT); (3) TH N 86°01'07" W 15.240 METERS (50.00 FT); (4) TH S 3°58'53" W 83.959 METERS (275.46 FT) TO THE SE COR OF SD ENTIRE TRACT; TH N 89°55'55" W 0.553 METERS (1.81 FT) ALG SD S'LY BNDRY LINE; TH N 3°59'37" E 153.621 METERS (504.00 FT) TO THE POB. LESS & EXCEPT THEREFROM: BEG AT A PT WH IS LOC N 00°06'21" W ALG SEC LINE 1113.68 FT & E 299.72 FT FR THE SE COR OF SEC 35-T5N-R1W, SLB&M, & RUN N 208.77 FT TO THE S LINE OF DEER RUN ESTATES NO 2; TH S 89°55'53" E ALG SD S LN 184.96 FT TO THE W LN OF THE FRONTAGE RD; TH S 03°59'37" W ALG SD W LN 209.06 FT; TH W 170.40 FT TO THE POB. (PARCEL NO. 13-041-0120)

COMMITMENT

Schedule B - Section 1 Requirements

Order #:
31778TSH

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$200.00.

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

Additional Requirements

COMMITMENT

Schedule B - Section 2 Exceptions

Order #:
31778TSH

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- I. Rights or claims of parties in possession not shown by the Public Records.
- II. Easements or claims of easements not shown by the Public Records.
- III. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
- IV. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- V. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- VI. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
- VII. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
- VIII. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

Note: Upon verification of payment of all taxes the above exception VI will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

COMMITMENT

File No. 31778TSH

SCHEDULE B-Section 2 Exceptions (Continued)

(The following affects Parcel(s) 1)

1. Taxes for the year 2014 are not yet due and payable. Taxes for the year 2013 are **DELINQUENT** in the amount of \$276.62, plus penalties and interest. Tax Serial No.13-041-0119.
2. Taxes for the year 2012 are **DELINQUENT** in the amount of \$498.42, plus penalties and interest. Serial No. 13-041-0119.
3. Taxes for the year 2011 are **DELINQUENT** in the amount of \$276.01, plus penalties and interest. Serial No. 13-041-0119.

(The following affects Parcel(s) 2)

4. Taxes for the year 2014 are not yet due and payable. Taxes for the year 2013 are **DELINQUENT** in the amount of \$3,651.42, plus penalties and interest. Tax Serial No.13-041-0120.
5. Taxes for the year 2012 are **DELINQUENT** in the amount of \$3,925.87, plus penalties and interest. Serial No. 13-041-0120.
6. Taxes for the year 2011 are **DELINQUENT** in the amount of \$3,655.52, plus penalties and interest. Serial No. 13-041-0120.

(The following affects Parcel(s) 1 & 2)

7. Said property is within the boundaries of DAVIS County, SOUTH WEBER City, Tax District 46, and is subject to any charges and assessments levied there under.

(The following affects Parcel(s) 1 & 2)

8. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, County Library, Central Weber Sewer District (546-1235), South Weber Water Improvement District and is subject to the charges and assessments levied thereunder.

(The following affects Parcel(s) 1 & 2)

9. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.

(The following affects Parcel(s) 1 & 2)

10. Easements for public utilities and drainage as shown on plat.

(Continued)

COMMITMENT

File No. 31778TSH

SCHEDULE B-Section 2 Exceptions (Continued)

(The following affects Parcel(s) 1 & 2)

11. All notes as described on plat.

(The following affects Parcel(s) 1 & 2)

12. Easement and Conditions contained therein by and between JOHN W. HILL (grantor) and STATE ROAD COMMISSION OF UTAH (grantee) for the purpose of constructing and maintaining thereon cut and/or fill slopes and necessary drainage ditches and appurtenance parts thereof, incident to the grading of the roadway on said project, recorded SEPTEMBER 26, 1960 as Entry No. 212396 in Book 194 at Page 627 of Official Records.

(The following affects Parcel(s) 1 & 2)

13. A Pole Line Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits to be erected and maintained on said property. Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement, recorded AUGUST 27, 1965 as Entry No. 287833 in Book 325, Page 91, records of DAVIS County, Utah.

(The following affects Parcel(s) 1 & 2)

14. Easement and Conditions contained therein by and between PATRICIA ANN HILL NIELSEN (grantor) and FRANK L. GUERCIO and GAYLE G GUERCIO (grantee) for the purpose of a perpetual utility easement to construct, reconstruct, operate, repair, replace and maintain water lines and all other public, private utility lines and appurtenant structures on, over, across and through the hereon described parcel of land, provide that any uses defined in this perpetual utility easement use of the described parcel as an access road or street, recorded AUGUST 15, 1977 as Entry No. 470082 in Book 663 at Page 789 of Official Records.

(The following affects Parcel(s) 1 & 2)

15. A Right of Way and Easement Grant in favor of MOUNTAIN FUEL SUPPLY COMPANY, for the right to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, through and across the subject property, also the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same, recorded JANUARY 9, 1978, as Entry No. 453307, in Book 686, at Page 240, DAVIS County Recorder's Office.

(The following affects Parcel(s) 2)

16. Easement and Conditions contained therein by and between PATRICIA ANN H. NIELSEN (grantor) and ARTHUR W. NIELSEN and PATRICIA A. NIELSEN for the sole purpose of ingress and egress, recorded JUNE 23, 1986 as Entry 741460 in Book 1095 at Page 1030 of Official Records.

(Continued)

COMMITMENT

File No. 31778TSH

SCHEDULE B-Section 2
Exceptions
(Continued)

(The following affects Parcel(s) 1 & 2)

17. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.

(The following affects Parcel(s) 1 & 2)

18. ORDER OF IMMEDIATE OCCUPANCY:
Plaintiff: UTAH DEPARTMENT OF TRANSPORTATION
Defendant: ARTHUR W. NIELSEN
Civil Case No: 000600835
Recorded APRIL 13, 2000
Entry No. 1586415
Book: 2637
Page: 14

(The following affects Parcel(s) 2)

19. DEED OF TRUST:

Trustor: JOHN LISH, RYAN E. WILDE & GREGORY L. WILDE
Trustee: UTAH COMMERCIAL TITLE COMPANY
Beneficiary: RAE ALLAN WHEELER, JR.
Amount: \$865,000.00
Dated: FEBRUARY 28, 2006
Recorded: AUGUST 7, 2006
Entry No. 2190745
Book: 4090
Page: 908

COMMITMENT

NOTE: The following names have been checked for judgments:

GREGORY L. WILDE
EAGLE LANDING HOLDING LLC

No unsatisfied judgments appear of record in the last eight years except as shown herein.

Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE						

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction..

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

Please make any inquiries for Title questions to (801) 475-6900.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

COMMITMENT



ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

American Preferred Title Insurance Agency
5711 South 1475 East, Suite 120
South Ogden, UT 84403



By:

Mary O'Donnell

President

Attest:

Patricia H. Power

Secretary

COMMITMENT

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Westcor or Old Republic and American Preferred Title .

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliate or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements.

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that company with federal regulations to guard your nonpublic personal information.



Earthtec Engineering, Inc.

133 North 1330 West
Orem, Utah - 84057
Phone (801) 225-5711
Fax (801) 225-3363

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516
Fax (801) 399-9842

GEOTECHNICAL STUDY SOUTH WEBER TOWNHOMES NEAR THE INTERSECTION OF MARVEL LANE AND 2700 EAST SOUTH WEBER, UTAH

Project No. 13-0143G

June 10, 2013

Prepared For:

Stevenson Homes
Attention: Mr. Bryce Stevenson
2343 Bluff Ridge Drive
Syracuse, Utah 84075

Prepared By:

EARTHTEC ENGINEERING, INC.
Ogden Office

Shawn A. Stuart, E.I.T.
Staff Geotechnical Engineer

Andrew M. Harris, P.E.
Engineering Manager

Earthtec

Professional Engineering Services ~ Geotechnical Engineering ~ Drilling Services ~ Construction Materials Inspection / Testing ~ Non-Destructive Examination ~ Failure Analysis
ICBO ~ ACI ~ AWS

<u>TABLE OF CONTENTS</u>	<u>PAGE NO.</u>
1.0 EXECUTIVE SUMMARY	1
2.0 INTRODUCTION	2
3.0 PROPOSED CONSTRUCTION	2
4.0 GENERAL SITE DESCRIPTION.....	3
5.0 SUBSURFACE EXPLORATION.....	3
6.0 LABORATORY TESTING.....	5
7.0 SUBSURFACE CONDITIONS.....	5
7.1 Soil Types	5
7.2 Groundwater Conditions.....	6
8.0 SITE GRADING.....	6
8.1 General Site Grading	6
8.2 Temporary Excavations	7
8.3 Fill Material Composition.....	7
8.4 Fill Placement and Compaction.....	9
8.5 Stabilization Recommendations	9
9.0 SEISMIC CONSIDERATIONS.....	11
9.1 Seismic Design	11
9.2 Faulting	12
9.3 Liquefaction Potential.....	12
10.0 FOUNDATIONS.....	13
10.1 General.....	13
10.2 Strip/Spread Footings	14
10.3 Estimated Settlements.....	15
10.4 Lateral Earth Pressures	15
11.0 FLOOR SLABS AND FLATWORK.....	17
12.0 DRAINAGE.....	18
12.1 Surface Drainage	18
12.2 Subsurface Drainage.....	19
13.0 PAVEMENT RECOMMENDATIONS.....	19
14.0 GENERAL CONDITIONS.....	21

TABLE OF CONTENTS (CONTINUED)

FIGURES

No. 1	VICINITY MAP
No. 2	AERIAL PHOTOGRAPH SHOWING LOCATION OF TEST HOLES/PITS
Nos. 3 – 4	TEST HOLE LOGS
Nos. 5 – 8	TEST PIT LOGS
No. 9	LEGEND
No. 10	GRAIN SIZE DISTRIBUTION
Nos. 11 – 13	CONSOLIDATION-SWELL TEST

TABLES

No. 1	LABORATORY TEST RESULTS
No. 2	STRUCTURAL FILL RECOMMENDATIONS
No. 3	FREE-DRAINING FILL RECOMMENDATIONS
No. 4	DESIGN ACCELERATIONS
No. 5	LATERAL EARTH PRESSURES
No. 6	PAVEMENT SECTION RECOMMENDATIONS

1.0 EXECUTIVE SUMMARY

This report presents the results of our geotechnical study for the South Weber Townhomes located near the intersection of Marvel Lane and 2700 East in South Weber, Utah. We understand that the proposed project, as currently planned, will consist of constructing of ten to eleven townhomes, one- to- two-stories high, along with asphalt paved parking areas and utilities to services the townhome buildings.

For the field exploration, we excavated a total of 4 test pits to a depth of about 8 to 10½ feet below the existing ground surface and drilled 2 test holes to a depth of about 20½ to 21½ feet below the existing ground surface. Groundwater was encountered during our field investigation in Test Holes 1 (TH-1) as shallow as approximately 20 feet below existing site grades. Groundwater levels were allowed to stabilize and were re-measured on May 29, 2013. TH-1 had caved in prior to our return to the site; therefore no additional information was obtained.

The subsurface soils encountered generally consisted of topsoil overlying Sandy Silty Clay (CL-ML), Clayey Sand (SC), Poorly Graded Gravel (GP), Silty Clayey Sand (SC-SM), and Silty Sand (SM) extending to the maximum depths explored of about 8 to 21½ feet below the existing ground surface. The topsoil should be removed beneath the entire building footprint, exterior flatwork, and pavement areas.

Based on the results of our field exploration, laboratory testing and engineering analyses, it is our opinion that the subject site is suitable for the proposed development, provided the recommendations presented herein are followed and implemented during design and construction. Conventional strip and spread footings may be used to support the structures, with foundations placed entirely on structural fill extending to undisturbed native soils or entirely on Poorly Graded Gravel (GP). Structural fill depths will vary with foundation load, as discussed further in section 10.0.

This executive summary provides a general synopsis of our recommendations. Details of our findings, conclusions and recommendations are provided within the body of this report. Failure to consult with Earthtec regarding any changes made during design and/or construction of the project from those discussed above in Section 3.0 relieves Earthtec from any liability arising from changed conditions at the site. We also strongly recommend that Earthtec observe the building excavations to verify the adequacy of our recommendations presented herein, and that Earthtec perform materials testing and special inspections for this project to provide consistency during construction.

2.0 INTRODUCTION

This report presents the results of our geotechnical study for the South Weber Townhomes to be located near the intersection of Marvel Lane and 2700 East in South Weber, Utah. The general location of the site is shown on Figure 1, Vicinity Map, at the end of this report.

The purposes of this study were to

- Evaluate the subsurface soil conditions at the site,
- Assess the engineering characteristics of the subsurface soils, and
- Provide geotechnical recommendations for general site grading and the design and construction of foundations, concrete floor slabs, miscellaneous concrete flatwork, and asphalt paved parking.

The scope of work completed for this study included field reconnaissance, subsurface exploration, field and laboratory soil testing, geotechnical engineering analysis, and the preparation of this report.

3.0 PROPOSED CONSTRUCTION

We understand that the proposed project consists of constructing ten to eleven townhomes on the 4.57 acre parcel near the intersection of Marvel Lane and 2700 East in South Weber, Utah. We anticipate that the future buildings will be conventionally framed and one to two

stories in height. The buildings will likely be founded on spread footings with slab on grade floors established at or near existing site grades. We expect structural loads for the buildings to be in the range of 3 to 5 kips per lineal foot for walls, less than 35 kips for columns, and up to 100 psf for floor slabs. If structural loads will be greater, our office should be notified so that we may review our recommendations and, if necessary, make modifications.

In addition to the construction described above, we anticipate that

- Utilities will be installed to service the proposed buildings,
- Exterior concrete flatwork will be placed in the form of curb, gutter, and sidewalks,
- And asphalt paved parking areas will be constructed.

4.0 GENERAL SITE DESCRIPTION

The project site is located near the intersection of Marvel Lane and 2700 East in South Weber, Utah. At the time of our subsurface investigation, the subject property was a vacant parcel that was heavily vegetated with weeds and grasses. Heavy oak brush and well established trees were observed in the northeast corner of the subject property. Stockpiles of fill material were observed in the middle and the south portions of the site. Remains of a small shed were also observed near Test Pit 2 (TP-2). The majority of the subject property is relatively flat, slopping downward and toward the west with less than 5 percent grades. The northwest portion of the subject property slopes downward and towards the west from grades ranging from 10 to 25 percent. There is an approximate change in elevation of 53 feet across the property. The subject property is irregular in shape and is bounded on the north, south and west by developed residential property, and on the east by 2700 East.

5.0 SUBSURFACE EXPLORATION

Under the direction of a qualified member of our geotechnical staff, subsurface explorations were conducted at the site on May 14, 2013 and on May 15, 2013, by excavating four exploratory test pits using a rubber-tire backhoe and by drilling two exploratory test holes using a truck mounted CME 55 geotechnical drilling rig utilizing 6 inch diameter hollow

stem augers to depths of about 8 to 21½ feet below the existing ground surface. The approximate locations of the test holes and test pits are shown on Figure 2, *Aerial Photograph Showing Location of Test Holes and Test Pits*. Graphical representations and detailed descriptions of the soils encountered are shown on Figures Nos. 3 through 4, *Test Hole Log*, and on Figure Nos. 5 through 8, *Test Pit Log*, at the end of this report. The stratification lines shown on the logs represent the approximate boundary between soil units; the actual transition may be gradual. Due to potential natural variations inherent in soil deposits, care should be taken in interpolating between and extrapolating beyond exploration points. A key to the symbols and terms on the logs is presented on Figure No. 9, *Legend*.

Samples of the subsurface soils were collected in the test holes at depth intervals of approximately 2½ to 5 feet. Relatively undisturbed samples were collected by pushing thin-walled “Shelby” tubes into undisturbed soils below the augers. Disturbed samples were collected with a 1¾ inch inside diameter split spoon sampler. The split spoon sampler was driven 18 inches into undisturbed soil with a 140 pound hammer free-falling through a distance of 30 inches. The blows required to drive the sampler through the final 12 inches of penetration is called the “N-value” or “blow count,” and is recorded as “blows per foot” on the attached test hole logs at the respective sample depths. The blow count provides a reasonable indication of the in-place relative density of sandy soils, but provides only a limited indication of the relative stiffness of cohesive (clayey) materials, since the penetration resistance for these soils is a function of the moisture content. In gravelly soils, the blow count may be higher than it otherwise would be, particularly when one or more gravel particles are larger than the sampler diameter.

Disturbed bag samples and relatively undisturbed thin-walled “Shelby” tube samples were collected at various depths in each test pit. The soil samples collected from the test pits and test hole were classified by visual examination in the field following the guidelines of the Unified Soil Classification System (USCS). Samples were transported to our Ogden, Utah laboratory for further analysis. Samples will be retained in our laboratory for 30 days

following the date of this report and then discarded unless a written request for additional holding time is received prior to the disposal date.

6.0 LABORATORY TESTING

Representative soil samples collected during our field exploration were tested in the laboratory to assess pertinent engineering properties and to aid in refining field classifications, if needed. Tests performed included natural moisture content and dry density tests, liquid and plastic limits determinations, full and mechanical (partial) gradation analyses, and one-dimensional consolidation tests. The following table summarizes the laboratory test results, which are also included on the attached test hole and test pit logs at the respective sample depths, on Figure No. 10, *Grain Size Distribution*, and on Figure Nos. 11 through 13, *Consolidation-Swell Test*.

Table 1: Laboratory Test Results

Test Hole/Pit No.	Depth (ft.)	Natural Moisture (%)	Natural Dry Density (pcf)	Atterberg Limits		Grain Size Distribution (%)			**Soil Type
				Liquid Limit	Plasticity Index	Gravel (+ #4)	Sand	Silt/Clay (- #200)	
TH-1	5	9	114	20	6	0	47	53	CL-ML
TH-1	10	6	---	19	*NP	0	69	31	SM
TH-2	15	20	---	19	NP	0	60	40	SM
TP-1	5	5	---	21	NP	0	76	24	SM
TP-2	3	1	---	18	NP	86	14	0	GP
TP-4	4½	14	108	22	7	0	53	47	SC-SM
TP-4	6	12	118	22	9	1	51	48	SC

* NP Non-Plastic

**Detailed descriptions of the soils encountered are presented on the test hole/pit logs

As part of the consolidation test procedure, water was added to the samples to assess moisture sensitivity when the samples were loaded to an equivalent pressure of approximately 1,000 psf. This part of the consolidation test indicated slight potential (less than 1/8 percent) for moisture-induced movement under increased moisture contents and anticipated load conditions.

7.0 SUBSURFACE CONDITIONS

7.1 Soil Types

On the surface of the site, we encountered topsoil which we estimated to extend about 1½ to 3 feet in depth at the test hole and test pit locations. Below the topsoil we encountered layers of Sandy Silty Clay (CL-ML), Clayey Sand (SC), Poorly Graded Gravel (GP), Silty Clayey Sand (SC-SM), and Silty Sand (SM) extending to about 8 to 21½ feet below the existing ground surface. Based on the blow counts obtained and our experience and observations during field exploration, the sandy silty clay soils were medium stiff in consistency and the sand and gravel soils were loose to very dense in consistency. A more complete description of the soils encountered during our field investigation can be found on Figure Nos. 3 through 4, *Test Hole Logs*, and on Figure Nos. 5 through 8, *Test Pit Logs*, at the end of this report.

7.2 Groundwater Conditions

Groundwater was encountered during our field exploration on May 14, 2013 in TH-1 at a depth as shallow as approximately 20 feet below the existing ground surface. The test hole was not immediately backfilled to facilitate additional measurement of groundwater levels. On May 29, 2013, we returned to the subject property to re-measure the groundwater levels in the test hole. TH-1 had caved in prior to our return to the site; therefore no additional information was obtained. The test hole was then backfilled with the drilling cuttings. The sandy soil observed during our field investigation may also affect groundwater levels by providing a conduit to transport both groundwater and surface water. Note that groundwater levels will fluctuate in response to the season, precipitation and snow melt, irrigation, and other on and off-site influences. Quantifying these fluctuations would require long term monitoring, which is beyond the scope of this study. The contractor should be prepared to dewater excavations as needed.

8.0 SITE GRADING

8.1 General Site Grading

All surface vegetation and unsuitable soils (such as topsoil, organic soils, undocumented fill, soft, loose, or disturbed native soils, and any other inapt materials) should be removed from below foundation, floor slab, and exterior concrete flatwork. We encountered topsoil on the surface of the site which we estimated to extend about 1½ to 3 feet below the existing ground surface. The topsoil (including soil with roots larger than about ¼ inch in diameter) should be completely removed, even if found to extend deeper, along with any other unsuitable soils that may be encountered.

Fill placed over large areas, even if only a few feet in depth, can cause consolidation in the underlying native soils resulting in settlement of the fill. If more than 3 feet of grading fill will be placed above the existing surface (to raise site grades), Earthtec should be notified so that we may assess potential settlement and make additional recommendations if needed. Such recommendations will likely include placing the fill several weeks (or possibly more) prior to construction to allow settlement to occur.

8.2 Temporary Excavations

Temporary excavations that are less than 4 feet in depth and above groundwater should have side slopes no steeper than ½H:1V (Horizontal:Vertical). Temporary excavations where water is encountered in the upper 4 feet or that extend deeper than 4 feet below site grades should be sloped or braced in accordance with OSHA¹ requirements for Type C soils.

8.3 Fill Material Composition

The native sandy silty clay, silty clayey sand, clayey sand and silty sand soils observed during our field investigation are not suitable for use as structural fill. The native gravelly soils appear to be appropriate for use as structural fill, however the native gravelly soils contain more oversized gravel than we generally recommend for structural fill thus making

¹ OSHA Health And Safety Standards, Final Rule, CFR 29, part 1926.

the material more difficult to compact and test. Excavated soils, including topsoil, may be stockpiled for use as fill in landscape areas.

Structural fill is defined as fill material that will ultimately be subjected to any kind of structural loading, such as those imposed by footings, floor slabs, pavement, etc. We recommend that a professional engineer or geologist verify that the structural fill to be used on this project meets our requirements, given below. We recommend that structural fill consist of imported or native sandy/gravelly soils meeting the following requirements:

Table 2: Structural Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
4 inches	100
3/4 inches	70 – 100
No. 4	40 – 80
No. 40	15 – 50
No. 200	0 – 20
Liquid Limit	35 maximum
Plasticity Index	15 maximum

In some situations, particles larger than 4 inches and/or more than 30 percent coarse gravel may be acceptable, but would likely make compaction more difficult and/or significantly reduce the possibility of successful compaction testing. Consequently, more strict quality control measures than normally used may be required, such as using thinner lifts and increased or full time observation of fill placement.

We recommend that utility trenches below any structural load be backfilled using structural fill. Note that most local governments and utility companies require Type A-1-a or A-1-b (AASHTO classification) soils (which overall is stricter than our recommendation for structural fill) be used as backfill above utilities in certain areas. In other areas or situations, utility trenches may be backfilled with the native soil, but the contractor should be aware that native sandy and clayey soils (as observed in the explorations) may be time consuming to compact due to potential difficulties in controlling the moisture content needed to obtain

optimum compaction. All backfill soil should have a maximum particle size of 4 inches, a maximum Liquid Limit of 35 and a maximum Plasticity Index of 15.

Where needed (i.e. fill in submerged areas), we recommend that free draining granular material (clean sand and/or gravel) meet the following requirements:

Table 3: Free-Draining Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
3 inches	100
No. 10	0 – 25
No. 40	0 – 15
No. 200	0 – 5
Plasticity Index	Non-plastic

Three inch minus washed rock (sometimes called river rock or drain rock) and pea gravel materials usually meet these requirements and may be used as free draining fill. If free draining fill will be placed adjacent to soil containing a significant amount of sand or silt/clay, precautions should be taken to prevent the migration of fine soil into the free draining fill. Such precautions should include either placing a filter fabric between the free draining fill and the adjacent material, or using a well graded, clean filtering material approved by the geotechnical engineer.

8.4 Fill Placement and Compaction

The thickness of each lift should be appropriate for the compaction equipment that is used. We recommend a maximum lift thickness prior to compaction of 4 inches for hand operated equipment, 6 inches for most “trench compactors” and 8 inches for larger rollers, unless it can be demonstrated by in-place density tests that the required compaction can be obtained throughout a thicker lift. The full thickness of each lift of structural fill placed should be compacted to at least the following percentages of the maximum dry density, as determined by ASTM D-1557:

- In landscape and other areas not below structurally loaded areas: 90%
- Less than 5 feet of fill below structurally loaded areas: 95%
- Between 5 and 10 feet of fill below structurally loaded areas: 98%

Generally, placing and compacting fill at a moisture content within ± 2 percent of the optimum moisture content, as determined by ASTM D-1557, will facilitate compaction. Typically, the further the moisture content is from optimum the more difficult it will be to achieve the required compaction.

Fill should be tested frequently during placement and we recommend early testing to demonstrate that placement and compaction methods are achieving the required compaction. The contractor is responsible to ensure that fill materials and compaction efforts are consistent so that tested areas are representative of the entire fill.

8.5 Stabilization Recommendations

Near surface layers of native fine sands and clayey soils were encountered during our field exploration. These soils may rut and pump during grading and construction. The likelihood of rutting and/or pumping, and the depth of disturbance, is proportional to the moisture content in the soil, the load applied to the ground surface, and the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the ground surface by using lighter equipment and/or partial loads, by working in dry times of the year, or by providing a working surface for equipment.

During grading the soil in any obvious soft spots should be removed and replaced with granular material. If rutting or pumping occurs traffic should be stopped in the area of concern. The soil in rutted areas should be removed and replaced with granular material. In areas where pumping occurs the soil should either be allowed to sit until pore pressures dissipate (several hours to several days) and the soil firms up, or be removed and replaced with granular material. Typically, we recommend removal to a minimum depth of 24 inches.

For granular material, we recommend using angular well-graded gravel, such as pit run, or crushed rock with a maximum particle size of four inches. We suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor. A finer granular material such as sand, gravelly sand, sandy gravel or road base may also be used. The more angular and coarse the material, the thinner the lift that will be required. We recommend that the fines content (percent passing the No. 200 sieve) be less than 15%, the liquid limit be less than 35, and the plasticity index be less than 15.

Using a geosynthetic fabric, such as Mirafi 600X or equivalent, may also reduce the amount of material required and avoid mixing of the granular material and the subgrade. If a fabric is used, following removal of disturbed soils and water, the fabric should be placed over the bottom and up the sides of the excavation a minimum of 24 inches. The fabric should be placed in accordance with the manufacturer's recommendations, including proper overlaps. The granular material should then be placed over the fabric in compacted lifts. Again, we suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor.

9.0 SEISMIC CONSIDERATIONS

9.1 Seismic Design

The State of Utah has adopted the 2009 International Building Code (IBC) for seismic design and the structure should be designed in accordance with Chapter 16 of the IBC. The Site Class definitions in the IBC are based upon the soil properties in the upper 100 feet of the soil profile. These properties are determined from sampler blow counts, undrained shear strength values, and/or shear velocity measurements. The code states, "When the soil properties are not known in sufficient detail to determine the site class, Site Class D shall be used unless the building official or geotechnical data determines that Site Class E or F soil is likely to be present at the site." Considering our experience in the vicinity of the site and based on the results of our field exploration, we recommend using Site Class D.

The site is located at approximately 41.120 degrees latitude and -111.909 degrees longitude. Using Site Class D, the design spectral response acceleration parameters are given below in Table 4.

Table 4: Design Accelerations

S_S	F_a	S_{MS}	S_{DS}
1.409g	1.0	1.409g	0.939g
S_1	F_v	S_{M1}	S_{D1}
0.581g	1.5	0.872g	0.581g

S_S = Mapped spectral acceleration for short periods

S_1 = Mapped spectral acceleration for 1-second period

$S_{DS} = \frac{2}{3}S_{MS} = \frac{2}{3}(F_a \cdot S_S) = 5\%$ damped design spectral response acceleration for short periods

$S_{D1} = \frac{2}{3}S_{MS} = \frac{2}{3}(F_v \cdot S_1) = 5\%$ damped design spectral response acceleration for 1-second period

9.2 Faulting

Based upon published geologic maps², no active faults traverse through or immediately adjacent to the site and the site is not located within local fault study zones. The nearest mapped fault trace is the Wasatch Fault Zone, Weber Section located about 0.21 mile (.34 kilometer) east of the site.

9.3 Liquefaction Potential

According to current liquefaction maps³ for Davis County, the site is located within an area designated as low in liquefaction potential. Liquefaction can occur when saturated subsurface soils below groundwater lose their intergranular strength due to an increase in soil pore water pressures during a dynamic event such as an earthquake. As part of this study, the potential for liquefaction to occur in the soils we encountered was assessed using Youd *et al*⁴

² U.S. Geological Survey, Quaternary Fault and Fold Database of the United States, November 3, 2010

³ Utah Geological Survey, Liquefaction-Potential Map For A Part Of Davis County, Utah, Public Information Series 24, August 1994

⁴ Youd, T.L. (Chair), Idriss, I.M. (Co-Chair), and 20 other authors, 2001, Liquefaction Resistance Of Soils: Summary Report from the 1996 NCEER and 1998 NCEER/NSF Workshops on Evaluation of Liquefaction Resistance of Soils, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, October 2001, p. 817-833.

and Boulanger & Idriss⁵. Potential liquefaction-induced movements were evaluated using Tokimatsu & Seed⁶ and Youd, Hansen & Bartlett⁷.

Loose, saturated sands are most susceptible to liquefaction, but some loose, saturated gravels and relatively sensitive silt to low-plasticity silty clay soils can also liquefy during a seismic event. Subsurface soils were composed of loose to very dense sands and gravels and medium stiff sandy silty clays to the maximum depth explored of 21½ feet below the existing ground surface. Our analysis indicates that the silty sand soil soils encountered at 7 to 21½ feet have a slight potential to liquefiable during a moderate to large earthquake. Our analysis indicates that approximately 0.3 inches of liquefaction-induced settlement in TH-1 could occur at the site during a moderate to large earthquake event. Differential settlement was not encountered in our analysis. Thus, it is our opinion that the liquefaction potential encountered do not appear to have a significant impact on the development.

10.0 FOUNDATIONS

10.1 General

The foundation recommendations presented in this report are based on the soil conditions encountered during our field exploration, the results of laboratory testing of samples of the native soils, the site grading recommendations presented in this report, and the foundation loading conditions presented in Section 3.0, *Proposed Construction*, of this report. If loading conditions and assumptions related to foundations are significantly different, Earthtec should be notified so that we can re-evaluate our design parameters and estimates (higher loads may cause more settlement), and to provide additional recommendations if necessary.

⁵ Boulanger, R.W. and Idriss, I.M., 2006, Liquefaction Susceptibility Criteria for Silts and Clays, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, November 2006, p. 1413-1426.

⁶ Tokimatsu, K. and Seed, H.B., 1987, Evaluation of Settlements in Sands due to Earthquake Shaking, Journal of Geotechnical Engineering, ASCE, p. 861-878.

⁷ Youd, T.L., Hansen, C.M. and Bartlett, S.F., 2002, Revised Multilinear Regression Equations for Prediction of Lateral Spread Displacement, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, December 2002, p. 1007-1017.

Conventional strip and spread footings may be used to support the proposed residences after appropriate removals as outlined in Section 8.1. Foundations should not be installed on topsoil, undocumented fill, debris, combination soils, organic soils, frozen soil, or in ponded water. If foundation soils become disturbed during construction they should be removed or recompacted.

10.2 Strip/Spread Footings

We recommend that conventional strip and spread foundations be constructed entirely on firm, undisturbed, uniform native Poorly Graded Gravel (GP)) or entirely on a minimum of 2 feet of structural fill placed on properly prepared undisturbed native soils for foundations carrying loads of up to 5 kips per lineal foot for continuous footings and up to 35 kips for spot footings. Foundation should not be constructed directly on silty sand, clayey sand, and silty clayey sands. Foundations carrying higher loads require additional structural fill as shown in the table below. For foundation design we recommend the following:

- Footings founded on poorly graded gravel and structural fill may be designed using a maximum allowable bearing capacity of 1,200 pounds per square foot. Structural fill depths below footings vary with the load carried as shown in the table below. The values for vertical foundation pressure can be increased by one-third for wind and seismic conditions per Section 1806.1 when used with the Alternative Basic Load Combinations found in Section 1605.3.2 of the 2009 International Building Code.

Table 6: Structural Fill Depths

Maximum Footing Load	Structural Fill Thickness
35 Kips	2.0 ft
50 Kips	3.0 ft
75 Kips	4.0 ft

- Continuous and spot footings should be uniformly loaded and should have a minimum width of 20 and 30 inches, respectively.
- Exterior footings should be placed below frost depth which is determined by local building codes. In general 30 inches of cover is adequate for most sites; however local code should be verified by the end design professional. Interior footings, not

subject to frost (heated structures), should extend at least 18 inches below the lowest adjacent grade.

- Foundation walls and footings should be properly reinforced to resist all vertical and lateral loads and differential settlement.
- The bottom of footing excavations should be compacted with at least 4 passes of an approved non-vibratory roller prior to erection of forms or placement of structural fill to densify soils that may have been loosened during excavation and to identify soft spots. If soft areas are encountered, they should be stabilized as recommended in Section 8.5.
- Footing excavations should be observed by the geotechnical engineer prior to beginning footing construction to evaluate whether suitable bearing soils have been exposed and whether excavation bottoms are free of loose or disturbed soils.
- Structural fill used below foundations should extend laterally a minimum of 6 inches for every 12 vertical inches of structural fill placed. For example, if 24 inches of structural fill are required to bring the excavation to footing grade, the structural fill should extend laterally a minimum of 12 inches beyond the edge of the footings on both sides.

10.3 Estimated Settlements

If the proposed foundations are properly designed and constructed using the parameters provided above, we estimate that total settlements will not exceed one inch and differential settlements will be one-half of the total settlement over a 25-foot length of continuous foundation, for non-earthquake conditions. Additional settlement could occur during an earthquake due to ground shaking, if more than 3 feet of grading fill is placed above the existing ground surface, and/or if foundation soils are allowed to become wetted.

10.4 Lateral Earth Pressures

Below grade walls act as soil retaining structures and should be designed to resist pressures induced by the backfill soils. The lateral pressures imposed on a retaining structure are dependant on the rigidity of the structure and its ability to resist rotation. Most retaining walls that can rotate or move slightly will develop an active lateral earth pressure condition. Structures that are not allowed to rotate or move laterally, such as subgrade basement walls,

will develop an at-rest lateral earth pressure condition. Lateral pressures applied to structures may be computed by multiplying the vertical depth of backfill material by the appropriate equivalent fluid density. Any surcharge loads in excess of the soil weight applied to the backfill should be multiplied by the appropriate lateral pressure coefficient and added to the soil pressure. For static conditions the resultant forces is applied at about one-third the wall height (measured from bottom of wall). For seismic conditions, the resultant forces are applied at about two-third times the height of the wall both measured from the bottom of the wall. The lateral pressures presented in the table below are based on drained, horizontally placed structural fill (as outlined in this report) soils as backfill material using a 28° friction angle and a dry unit weight of 120 pcf.

Table No. 5: Lateral Earth Pressures (Static and Dynamic)

Condition	Case	Lateral Pressure Coefficient	Equivalent Fluid Pressure (pcf)
Active	Static	0.36	43
	Seismic	0.80	96
At-Rest	Static	0.53	64
	Seismic	0.93	111
Passive	Static	2.77	332
	Seismic	2.61	314

*Seismic values combine the static and dynamic values

These pressure values do not include any surcharge, and are based on a relatively level ground surface at the top of the wall and drained conditions behind the wall. It is important that water is not allowed to build up (hydrostatic pressures) behind retaining structures. Retaining walls should incorporate drainage behind the walls as appropriate, and surface water should be directed away from the top and bottom of the walls.

Lateral loads are typically resisted by friction between the underlying soil and footing bottoms. Resistance to sliding may incorporate the friction acting along the base of foundations, which may be computed using a coefficient of friction of soils against concrete

of 0.40 for native soils, and 0.60 for structural fill meeting the recommendations presented herein. For allowable stress design, the lateral resistance may be computed using section 1806 of the 2009 International Building Code and all sections referenced therein. Retaining wall lateral resistance design should further reference Section 1807.2. for reference of Safety Factors. Retaining systems are assumed to be founded upon and backfilled with granular structural fill. Resistances can be calculated assuming Class 3 material in Table 1806.2, which is sandy gravel and/or gravel, provided clay or silt is not used immediately below the foundation, or as backfill material. If backfilling with clay or silt, it is required to contact Earthtec Engineering prior to construction for further review and recommendations. The values for lateral foundation pressure can be increased by one-third for wind and seismic conditions per Section 1806.1 when used with the Alternative Basic Load Combinations found in Section 1605.3.2 of the 2009 International Building Code.

The pressure and coefficient values presented above are ultimate; therefore an appropriate factor of safety may need to be applied to these values for design purposes. The appropriate factor of safety will depend on the design condition and should be determined by the project structural engineer.

11.0 FLOOR SLABS AND FLATWORK

Concrete floor slabs and exterior flatwork may be supported on native soils after appropriate removals and grading as outlined in Section 8.1 are completed or as indicated in the foundation options in Section 10.1. We recommend placing a minimum 12 inches of free-draining fill material (see Section 8.3) beneath floor slabs to facilitate construction, act as a capillary break, and aid in distributing floor loads. For flatwork, we recommend placing a minimum 4 inches of roadbase material or free-draining fill. Prior to placing the free-draining fill or roadbase materials, the native subgrade should be proof-rolled to identify soft spots, which should be stabilized as discussed above in Section 8.5.

For slab design, we recommend using a modulus of subgrade reaction of 100 pounds per cubic inch. To help control normal shrinkage and stress cracking, we recommend that floor slabs have adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints, frequent crack control joints, and non-rigid attachment of the slabs to foundation and bearing walls. Special precautions should be taken during placement and curing of all concrete slabs and flatwork. Excessive slump (high water-cement ratios) of the concrete and/or improper finishing and curing procedures used during hot or cold weather conditions may lead to excessive shrinkage, cracking, spalling, or curling of slabs. We recommend all concrete placement and curing operations be performed in accordance with American Concrete Institute (ACI) codes and practices.

12.0 DRAINAGE

12.1 Surface Drainage

As part of good construction practice, precautions should be taken during and after construction to reduce the potential for water to collect near foundation walls. Accordingly, we recommend the following:

- Adequate compaction of foundation backfill should be provided i.e. a minimum of 90% of ASTM D-1557. **Water consolidation methods should not be used.**
- The ground surface should be graded to drain away from the building in all directions. We recommend a minimum fall of 8 inches in the first 10 feet.
- Roof runoff should be collected in rain gutters with downspouts designed to discharge well outside of the backfill limits, or at least 10 feet from foundations, whichever is greater.
- Sprinklers should be aimed away, and all sprinkler components (valves, lines, sprinkler heads) should be placed at least 5 feet from foundation walls. Sprinkler systems should be well maintained, checked for leaks frequently, and repaired promptly. Over-watering at any time should be avoided.
- Any additional precautions which may become evident during construction.

12.2 Subsurface Drainage

Groundwater was encountered during our field investigation at a depth of approximately 20 feet below existing site grades. Salt staining, an indicators of past groundwater levels or seepage, was observed at a depth of about 5 feet below the existing ground surface. If basements are constructed as part of this project, a foundation drain system should be utilized for each structure. If perimeter foundation drains are installed for the project, the recommendations presented below should be followed during design and construction of the foundation drain:

- A perforated 4-inch minimum diameter pipe should be enveloped in at least 12 inches of free-draining gravel and placed adjacent to the perimeter footings. The perforations should be oriented such that they are not located on the bottom side of the pipe, as much as possible. The free-draining gravel should consist of primarily ¾- to 2-inch size gravel having less than 5 percent passing the No. 4 sieve, and should be wrapped with a separation fabric such as Mirafi 140N or equivalent.
- The highest point of the perforated pipe bottom should be equal to the bottom elevation of the footings. The pipe should be uniformly graded to drain to an appropriate outlet (storm drain, land drain, other gravity outlet, etc.) or to one or more sumps where water can be removed by pumping.
- To facilitate drainage beneath basement floor slabs we recommend that the minimum thickness of free-draining fill beneath the slabs be increased to at least 10 inches (approximately equal to the bottom of footing elevations). A separation fabric such as Mirafi 140N or equivalent should be placed beneath the free-draining gravel. Connections should be made to allow any water beneath the slabs to reach the perimeter foundation drain (i.e. placing at least 10 inches of free-draining fill beneath footings).
- The drain system should be periodically inspected and clean-outs should be installed for the foundation drain to allow occasional cleaning/purging, as needed. Proper drain operation depends on proper construction and maintenance.

13.0 PAVEMENT RECOMMENDATIONS

We understand that asphalt paved parking areas will be constructed as part of the project. The native soils encountered beneath the topsoil during our field exploration were predominantly composed of silty sand, clayey sand, silty clay sand, and sandy silty clays. We

estimate that a California Bearing Ratio (CBR) value of 3 is appropriate to account for the variability of these soils

We anticipate the traffic volume will be about 250 vehicles a day or less for the parking lot, consisting of mostly cars and pickup trucks, with a daily delivery truck and a weekly garbage truck. Based on these traffic parameters, the estimated CBR given above, and the procedures and typical design inputs outlined in the *UDOT Pavement Design Manual (1998)*, we recommend the minimum asphalt pavement section presented in the table below.

Table 5: Pavement Section Recommendations

Asphalt Thickness (in)	Compacted Roadbase Thickness (in)	Compacted Subbase Thickness (in)
3	5	6*
3	10	---

* Stabilization may be required

If the pavement will be required to support construction traffic, more than an occasional semi-tractor or fire truck, or more traffic than listed above, our office should be notified so that we can re-evaluate the pavement section recommendations. The following also apply:

- The subgrade should be prepared by proof rolling to a firm, non-yielding surface, with any identified soft areas stabilized as discussed above in Section 8.5.
- Site grading fills below the pavements should meet structural fill composition and placement recommendations per Sections 8.3 and 8.4 herein.
- Asphaltic concrete, aggregate base and sub-base material composition should meet local, APWA or UDOT requirements.
- Aggregate base and sub-base is compacted to local, APWA, or UDOT requirements, or to at least 95 percent of maximum dry density (ASTM D 1557).
- Asphaltic concrete is compacted to local or UDOT requirements, or to at least 96 percent of the laboratory Marshall density (ASTM D 6927).

14.0 GENERAL CONDITIONS

The exploratory data presented in this report was collected to provide geotechnical design recommendations for this project. The test holes and test pits may not be indicative of subsurface conditions outside the study area or between points explored and thus have a limited value in depicting subsurface conditions for contractor bidding. Variations from the conditions portrayed in the test holes and test pits may occur and which may be sufficient to require modifications in the design. If during construction, conditions are different than presented in this report, please advise us so that the appropriate modifications can be made.

The findings and recommendations presented in this geotechnical report were prepared in accordance with generally accepted geotechnical engineering principles and practice in this area of Utah at this time. No warranty or representation, either expressed or implied, is intended in our proposals, contracts or reports.

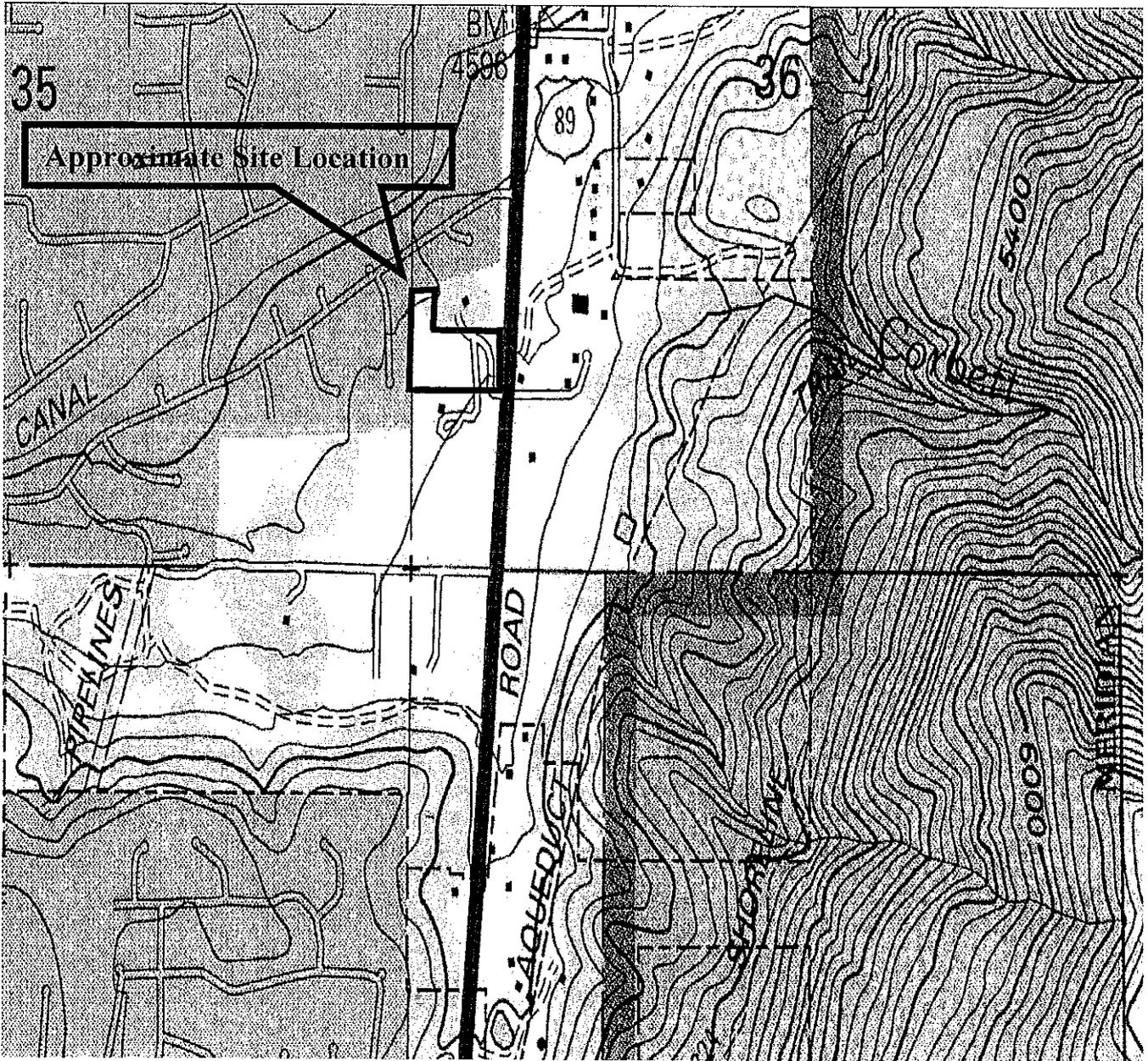
This geotechnical report is based on relatively limited subsurface explorations and laboratory testing. Subsurface conditions may differ in some locations of the site from those described herein, which may require additional analyses and possibly modified recommendations. Thus we strongly recommend consulting with Earthtec Engineering, Inc. regarding any changes made during design and construction of the project from those discussed above in Section 3.0. Failure to consult with Earthtec regarding any such changes relieves Earthtec from any liability arising from changed conditions at the site.

For consistency, Earthtec Engineering Inc. should also perform materials testing and special inspections for this project. The recommendations presented herein are based on the assumption that an adequate program of tests and observations will be followed during construction to verify compliance with our recommendations. We also assume that we will review the project plans and specifications to verify that our conclusions and recommendations are incorporated and remain appropriate (based on the actual design). Earthtec Engineering, Inc. should be retained to review the final design plans and

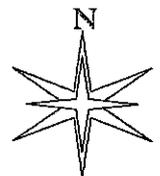
specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Earthtec Engineering, Inc. also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please contact Earthtec at your convenience.

VICINITY MAP SOUTH WEBER TOWNHOMES, SOUTH WEBER, UT



(cida.usgs.gov)



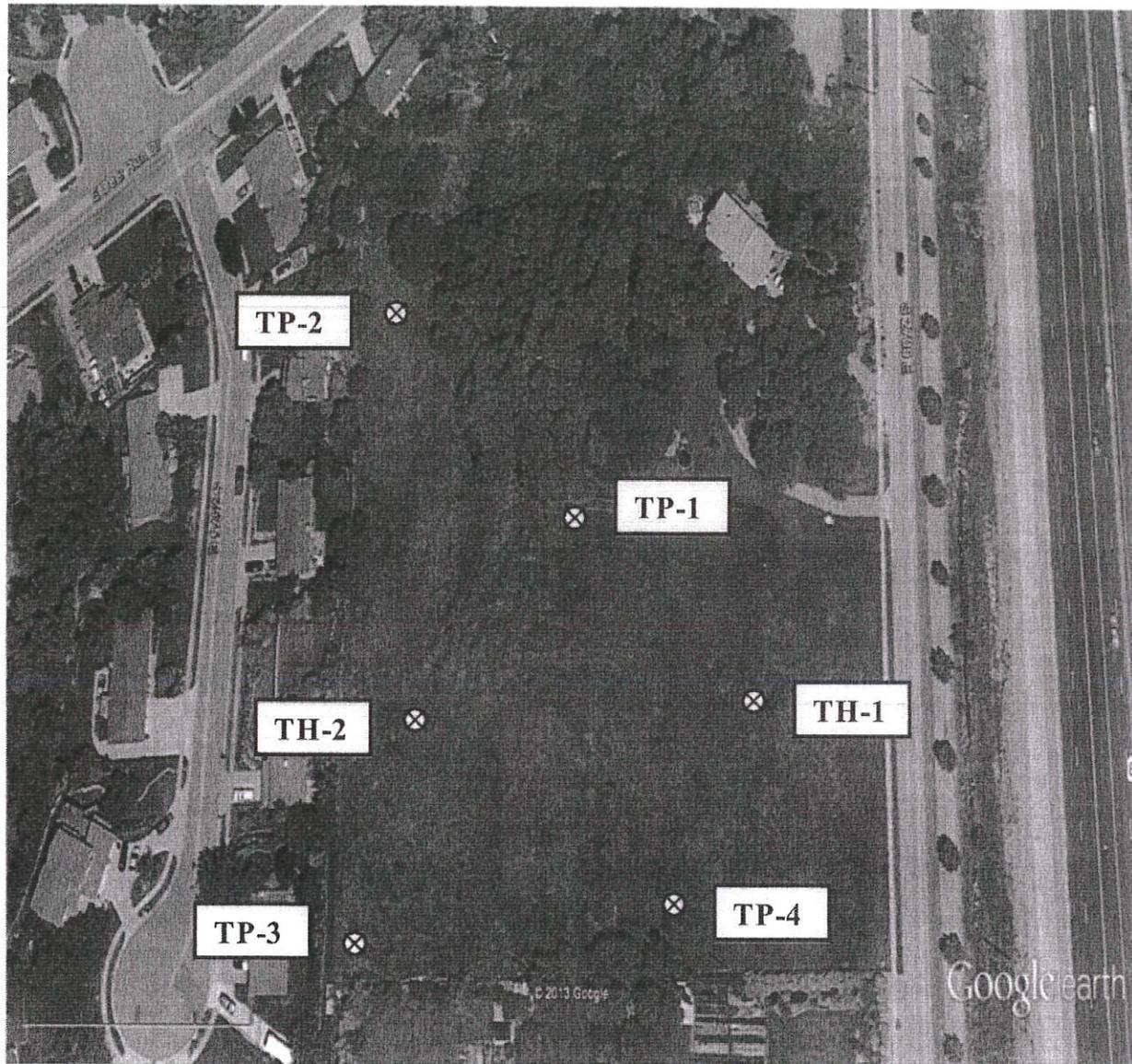
Not to Scale

PROJECT NO.: 13-0143G



FIGURE NO.: 1

**AERIAL PHOTOGRAPH SHOWING LOCATION OF
TEST HOLES AND TEST PITS
SOUTH WEBER TOWNHOMES,
SOUTH WEBER, UT**



⊗ Approximate Location of Test Holes/Pits (Google Earth)



Not to Scale

PROJECT NO.: 13-0143G



FIGURE NO.: 2

TEST HOLE LOG

NO.: TH-1

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: Great Basin Drilling, Inc.
EQUIPMENT: CME 55

PROJECT NO.: 13-0143G
DATE: 05/14/13 - 05/14/13
ELEVATION: Not Measured
LOGGED BY: SAS

DEPTH TO WATER; INITIAL ∇ : 20 ft.

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Blows per foot	Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests	
0		TOPSOIL	Topsoil, dry, black, organic rich, sandy											
3		CL-ML	Sandy Silty Clay, medium stiff, dry to slightly moist, light brown		8									
6		SM	Silty Sand, medium dense, dry to very moist, light brown			9	114	20	6	0	47	53	C	
9		SM	Silty Sand, medium dense, dry to very moist, light brown		11									
12		SM	Silty Sand, medium dense, dry to very moist, light brown		11	6		19	NP	0	69	31		
15		SM	decrease in silt content below 15 feet, minor iron oxide staining at 15 feet		18									
18		SM	decrease in silt content below 15 feet, minor iron oxide staining at 15 feet											
21		SM	∇ very moist below 20 feet		13									
			MAXIMUM DEPTH EXPLORED APPROXIMATELY 21.5 FEET											

Notes: Groundwater encountered at 20 feet below existing site grades during our initial site investigation. Auger hole left open. Auger hole caved in upon returning to remeasure groundwater levels.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

LOG OF TEST-HOLE 13-0143G-HOLES.GPJ EARTHTEC.GDT 5/30/13

PROJECT NO.: 13-0143G



FIGURE NO.: 3

TEST HOLE LOG

NO.: TH-2

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: Great Basin Drilling, Inc.
EQUIPMENT: CME 55
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 13-0143G
DATE: 05/14/13 - 05/14/13
ELEVATION: Not Measured
LOGGED BY: SAS

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS										
					Blows per foot	Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests		
0			Topsoil, dry, black, organic rich, sandy												
		TOPSOIL													
3			Silty Sand, loose to medium dense, slightly moist to moist, brown to light brown		6										
6					7										
9					8										
12		SM	silt lense at 10 feet		12										
15			minor iron oxide staining at 15 feet, moist		8	20		19	NP	0	60	40			
18															
21		GP	Poorly Graded Gravel, very dense, dry, light brown, interbedded clay lense MAXIMUM DEPTH EXPLORED APPROXIMATELY 20.5 FEET		67										

Notes: No groundwater encountered. Auger refusal at 20.5 feet below existing site grades.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 13-0143G



FIGURE NO.: 4

LOG OF TESTHOLE 13-0143G-HOLES.GPJ EARTHTEC.GDT 5/30/13

TEST PIT LOG

NO.: TP-1

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: C.E. Butters Construction
EQUIPMENT: Rubber-tire Backhoe
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 13-0143G
DATE: 05/15/13 - 05/15/13
ELEVATION: Not Measured
LOGGED BY: SAS

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS								
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests	
0			Topsoil, dry, dark brown, organic rich, sandy	X									
1	TOPSOIL												
2			Silty Sand, loose to medium dense (estimated), brown to light brown										
3				X									
4			becoming light brown below 3.5 feet, minor pinhole texture at 3.5 feet										
5		SM			5		21	NP	0	76	24		
6													
7			minor root material up to 1/4 inch in diameter	X									
8				X									
9													
10			MAXIMUM DEPTH EXPLORED APPROXIMATELY 9.5 FEET										
11													
12													

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 13-0143G



FIGURE NO.: 5

LOG OF TESTPIT 13-0143G-PITS.GPJ EARTHTEC.GDT 5/30/13

TEST PIT LOG

NO.: TP-2

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: C.E. Butters Construction
EQUIPMENT: Rubber-tire Backhoe
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 13-0143G
DATE: 05/15/13 - 05/15/13
ELEVATION: Not Measured
LOGGED BY: SAS

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS								
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests	
0			Topsoil, dry, brown, organic rich, sandy										
1		TOPSOIL											
2			Poorly Graded Gravel, loose to medium dense (estimated), slightly moist, light brown, minor to moderate thin root material throughout, cobbles up to 8 inches in diameter										
3		GP			X	1	18	NP	86	14	0		
4													
5													
6													
7													
8													
			MAXIMUM DEPTH EXPLORED APPROXIMATELY 8 FEET										
9													
10													
11													
12													

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 13-0143G



FIGURE NO.: 6

LOG OF TESTPIT 13-0143G-PITS.GPJ EARTHTEC.GDT 5/30/13

TEST PIT LOG

NO.: TP-3

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: C.E. Butters Construction
EQUIPMENT: Rubber-tire Backhoe
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 13-0143G
DATE: 05/15/13 - 05/15/13
ELEVATION: Not Measured
LOGGED BY: SAS

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests		
0			Topsoil, dark brown, dry, organic rich, sandy											
1		TOPSOIL												
2		SC	Clayey Sand, dense (estimated), slightly moist, brown, minor thin root material, minor pinhole texture											
3														
4														
5		SM	Silty Sand, medium dense (estimated), slightly moist, light brown, some gravel, interbedded clay lenses, moderate salt staining											
6														
7														
8														
9			MAXIMUM DEPTH EXPLORED APPROXIMATELY 9 FEET	X										
10														
11														
12														

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 13-0143G



FIGURE NO.: 7

LOG OF TESTPIT 13-0143G-PITS.GPJ EARTHTEC.GDT 5/30/13

TEST PIT LOG

NO.: TP-4

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes
LOCATION: See Figure 2
OPERATOR: C.E. Butters Construction
EQUIPMENT: Rubber-tire Backhoe
DEPTH TO WATER; INITIAL ∇ :

PROJECT NO.: 13-0143G
DATE: 05/15/13 - 05/15/13
ELEVATION: Not Measured
LOGGED BY: SAS

AT COMPLETION ∇ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS									
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests		
0			Topsoil, dark brown, dry to slightly moist, organic rich, clayey	X										
1	TOPSOIL													
2														
3														
4			Silty Clayey Sand, medium dense (estimated), slightly moist, brown, minor root material up to 1/4 inch in diameter											
5		SC-SM				14	108	22	7	0	53	47	C	
6			Clayey Sand, medium dense (estimated), slightly moist, brown, minor root material up to 1/4 inch in diameter											
7		SC					12	118	22	9	1	51	48	C
8														
9			Silty Sand, medium dense (estimated), slightly moist, light brown, interbedded clay lenses, minor salt staining											
10		SM		X										
11			MAXIMUM DEPTH EXPLORED APPROXIMATELY 10.5 FEET											
12														

Notes: No groundwater encountered.

Tests Key

- CBR = California Bearing Ratio
- C = Consolidation
- R = Resistivity
- DS = Direct Shear
- SS = Soluble Sulfates
- UC = Unconfined Compressive Strength

PROJECT NO.: 13-0143G



FIGURE NO.: 8

LOG OF TESTPIT 13-0143G-PITS.GPJ EARTHTEC.GDT 6/3/13

LEGEND

PROJECT: South Weber Townhomes
CLIENT: Stevenson Homes

DATE: 05/15/13 - 05/15/13
LOGGED BY: SAS

UNIFIED SOIL CLASSIFICATION SYSTEM

USCS

MAJOR SOIL DIVISIONS

SYMBOL TYPICAL SOIL DESCRIPTIONS

COARSE GRAINED SOILS (More than 50% retaining on No. 200 Sieve)	GRAVELS (More than 50% of coarse fraction retained on No. 4 Sieve)	CLEAN GRAVELS (Less than 5% fines)		GW	Well Graded Gravel, May Contain Sand, Very Little Fines	
		GRAVELS WITH FINES (More than 12% fines)		GP	Poorly Graded Gravel, May Contain Sand, Very Little Fines	
		SANDS (50% or more of coarse fraction passes No. 4 Sieve)	CLEAN SANDS (Less than 5% fines)		SW	Well Graded Sand, May Contain Gravel, Very Little Fines
			SANDS WITH FINES (More than 12% fines)		SP	Poorly Graded Sand, May Contain Gravel, Very Little Fines
	FINE GRAINED SOILS (More than 50% passing No. 200 Sieve)	SILTS AND CLAYS (Liquid Limit less than 50)		CL	Lean Clay, Inorganic, May Contain Gravel and/or Sand	
				ML	Silt, Inorganic, May Contain Gravel and/or Sand	
				OL	Organic Silt or Clay, May Contain Gravel and/or Sand	
		SILTS AND CLAYS (Liquid Limit Greater than 50)		CH	Fat Clay, Inorganic, May Contain Gravel and/or Sand	
			MH	Elastic Silt, Inorganic, May Contain Gravel and/or Sand		
			OH	Organic Clay or Silt, May Contain Gravel and/or Sand		
HIGHLY ORGANIC SOILS			PT	Peat, Primarily Organic Matter		

SAMPLER DESCRIPTIONS

- SPLIT SPOON SAMPLER
(1 3/8 inch inside diameter)
- MODIFIED CALIFORNIA SAMPLER
(2 inch outside diameter)
- SHELBY TUBE
(3 inch outside diameter)
- BLOCK SAMPLE
- BAG/BULK SAMPLE

WATER SYMBOLS

- Water level encountered during field exploration
- Water level encountered at completion of field exploration

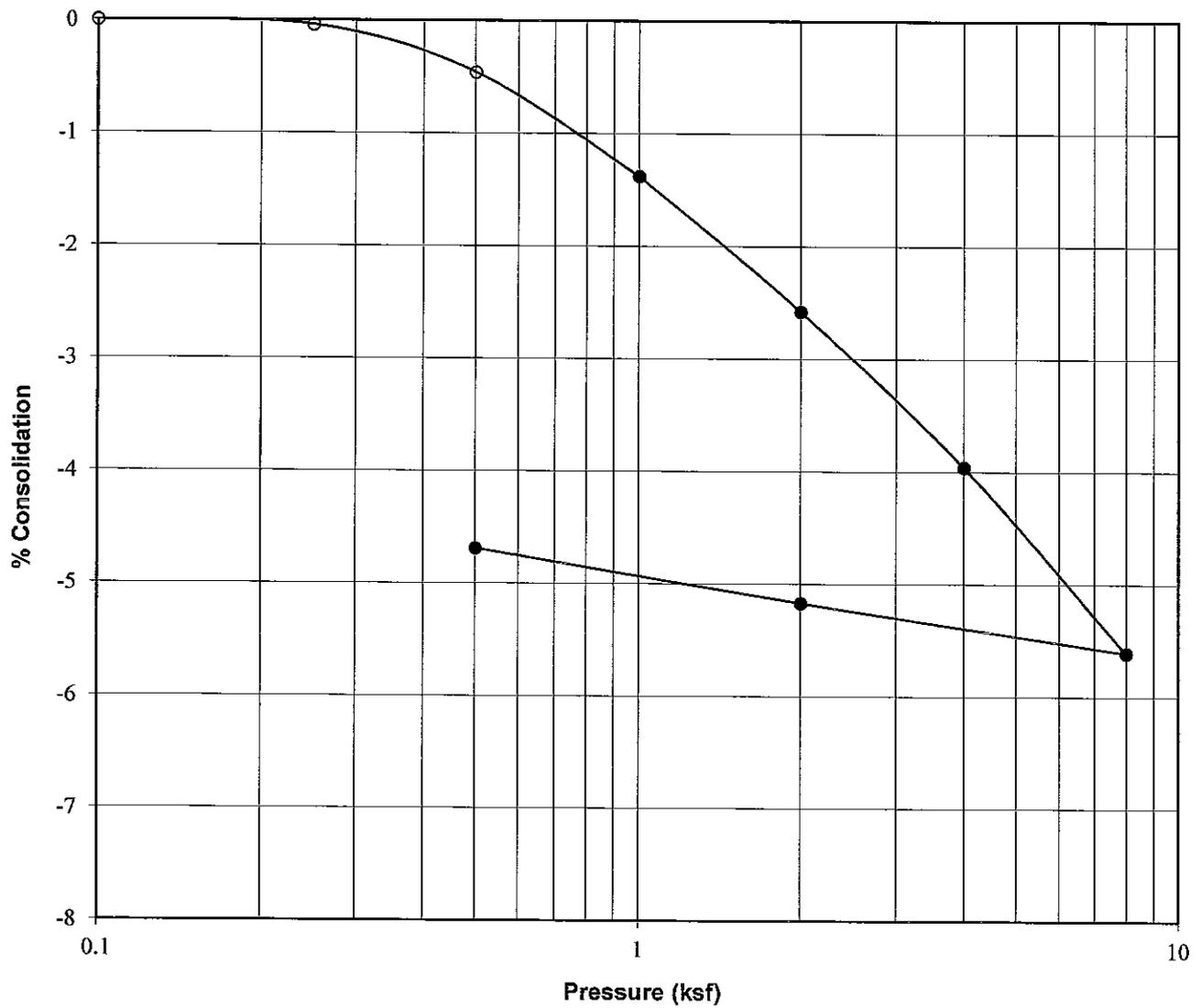
- NOTES:**
1. The logs are subject to the limitations, conclusions, and recommendations in this report.
 2. Results of tests conducted on samples recovered are reported on the logs and any applicable graphs.
 3. Strata lines on the logs represent approximate boundaries only. Actual transitions may be gradual.
 4. In general, USCS symbols shown on the logs are based on visual methods only; actual designations (based on laboratory tests) may vary.

PROJECT NO.: 13-0143G



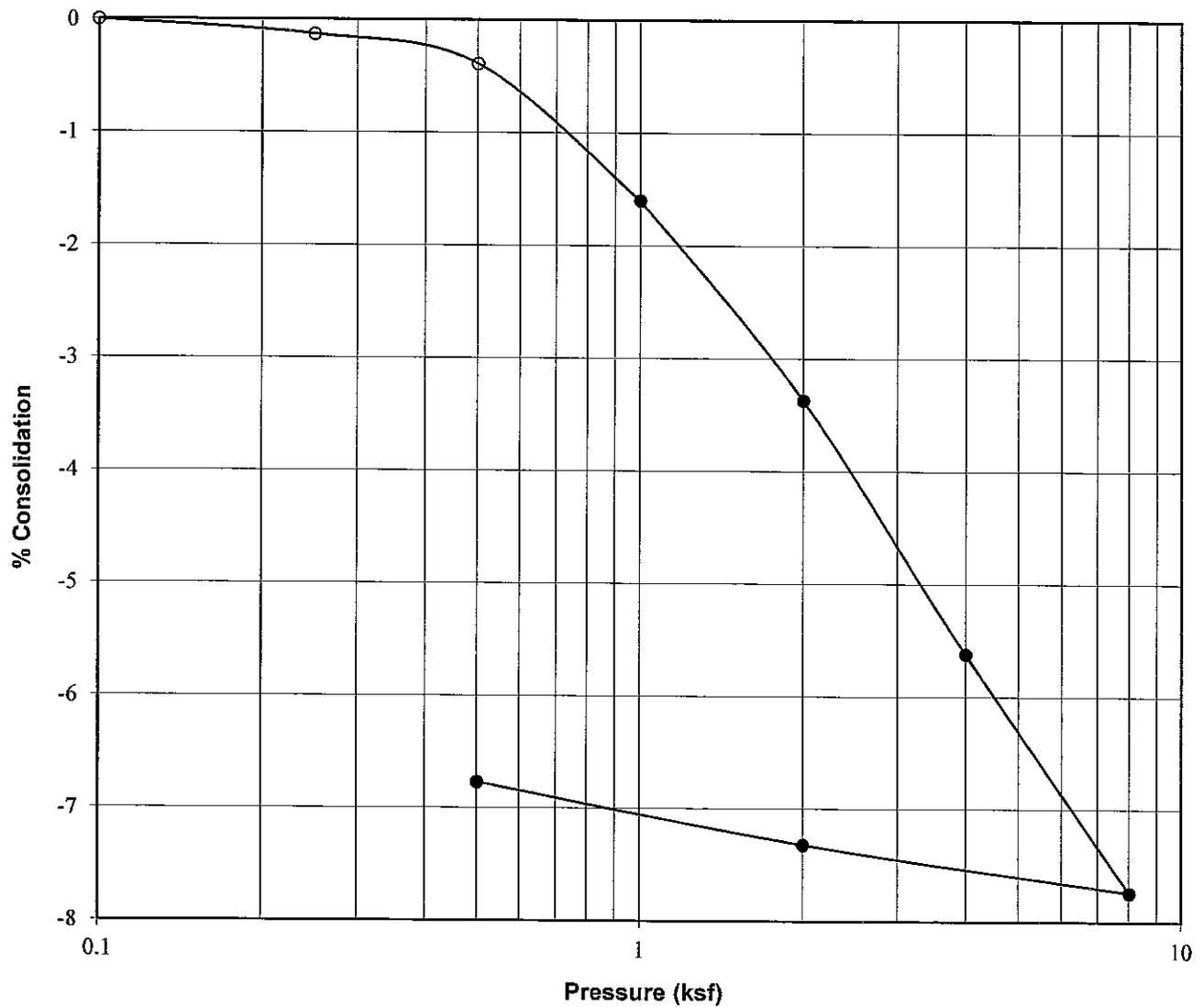
FIGURE NO.: 9

CONSOLIDATION - SWELL TEST



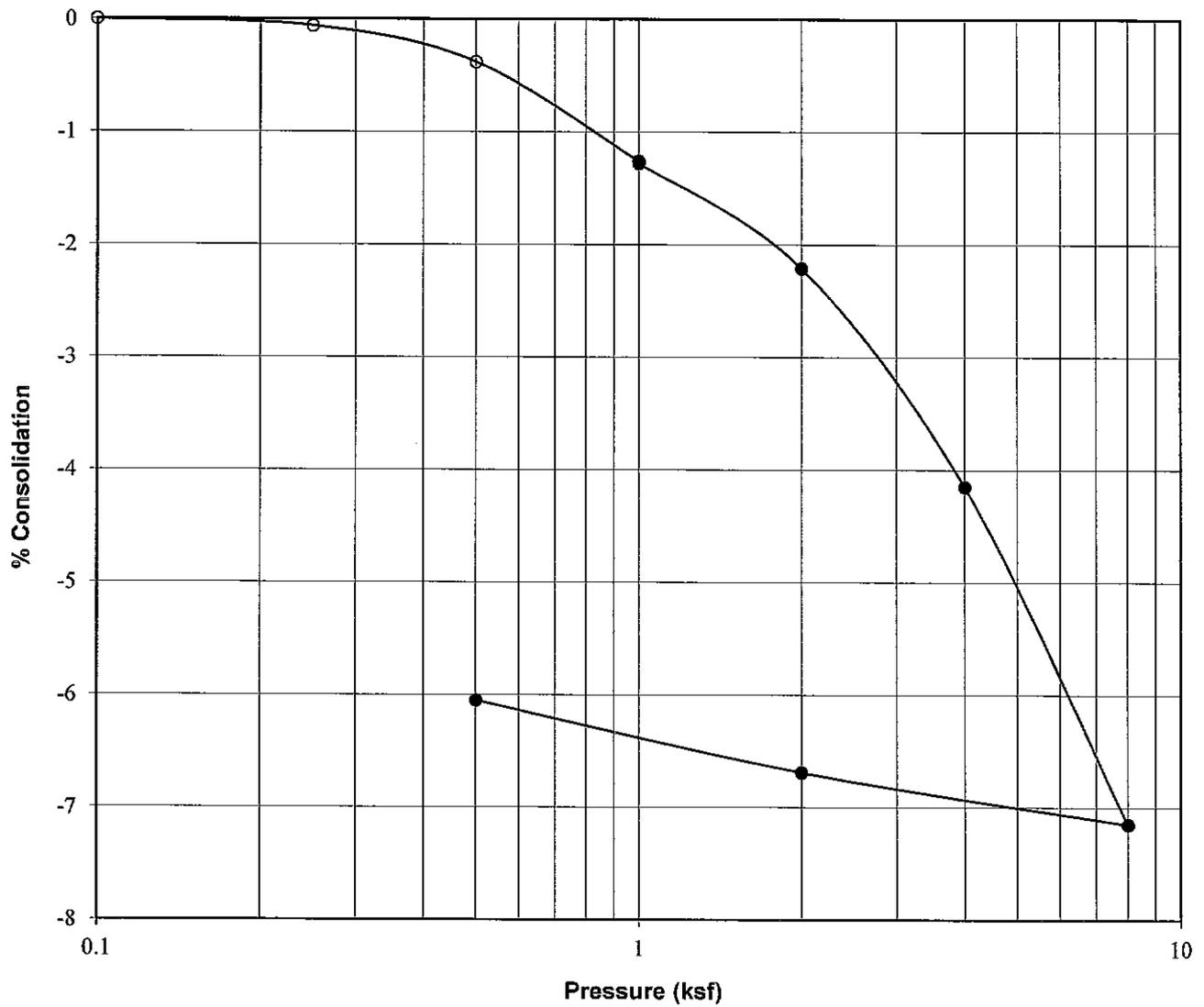
Project:	South Weber Townhomes
Location:	TH-1
Sample Depth, ft:	5
Description:	Shelby Tube
Soil Type:	Sandy Silty Clay (CL-ML)
Natural Moisture, %:	9
Dry Density, pcf:	114
Liquid Limit:	20
Plasticity Index:	6
Water Added at:	1 ksf

CONSOLIDATION - SWELL TEST



Project:	South Weber Townhomes
Location:	TP-4
Sample Depth, ft:	6
Description:	Shelby Tube
Soil Type:	Clayey Sand (SC)
Natural Moisture, %:	12
Dry Density, pcf:	118
Liquid Limit:	22
Plasticity Index:	9
Water Added at:	1 ksf

CONSOLIDATION - SWELL TEST



Project:	South Weber Townhomes
Location:	TP-4
Sample Depth, ft:	4½
Description:	Shelby Tube
Soil Type:	Silty Clayey Sand (SC-SM)
Natural Moisture, %:	14
Dry Density, pcf:	108
Liquid Limit:	22
Plasticity Index:	7
Water Added at:	1 ksf
Percent Collapse:	0.0

MISCELLANEOUS REPORT

Issued by

SECURITY TITLE OF DAVIS COUNTY, INC.

Security Title of Davis County, Inc.
1412 South Legend Hills Drive #110 • Clearfield, Utah 84015
Phone (801) 825-1313 • FAX (801) 825-4012

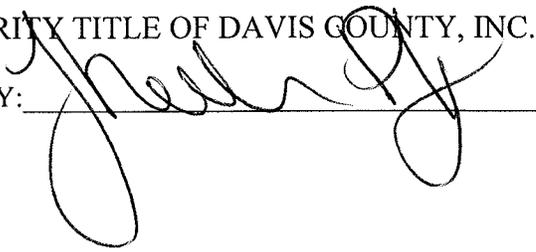
Effective Date: 8/21/2014 at 8:00 a.m.
Please refer to Order No: 135370-TP

SECURITY TITLE OF DAVIS COUNTY, INC. has searched the records of the County Recorder's Office, and according to the records, the last document recorded transferring title of the property described herein shows the Grantees as: FUTURE HOMES, LLC and that the property herein searched is described as:

SEE ATTACHED EXHIBIT A

This is a Miscellaneous, Limited Report, and is not to be construed as any form of title insurance or commitment to insure the property described herein. The liability of the Company herein is limited to the compensation paid for this report.

SECURITY TITLE OF DAVIS COUNTY, INC.

BY: 

MISCELLANEOUS REPORT

Issued by

SECURITY TITLE OF DAVIS COUNTY, INC.

PART II

Documents of Record:

1. Taxes for the year 2014 now a lien, not yet due. Tax Id. No. 13-041-0119 AND 13-041-0120.
2. 2013 general property taxes were **paid** in the amount of \$276.62. Tax Id. No. 13-041-0119. (Parcel 1)
2013 general property taxes were **paid** in the amount of \$3,651.42. Tax Id. No. 13-041-0120. (Parcel 2)
3. Said property is included within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement, Central Weber Sewer District and is subject to assessments by said district.
4. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
5. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
6. Slope Easement, in favor of State Road Commission of Utah, for the purpose of constructing and maintaining thereon cut and/or fill slopes and necessary drainage ditches and appurtenant parts thereof, incident to the grading of the roadway on said project, recorded September 26, 1960, as Entry No. 212396, in Book 194, at Page 627 of Official Records. (No Exact location)
7. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, a right of way and easement 16.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities, through and across said property, recorded January 9, 1978, as Entry No. 483307, in Book 686, at Page 240 of Official Records.
8. Easement dated June 18, 1986, by and between Patricia Ann H. Nielsen and Arthur W. Nielsen & Patricia A. Nielsen, an easement in, to upon and over said property, for the sole purpose of ingress and egress and it is agreed and understood that it is not to be constructed as an easement give to the exclusion of the party, and at all times to maintain and make necessary repairs, at his or their own expenses, should the roadway require same for its proper upkeep and maintenance, recorded June 23, 1986, as Entry No. 741460, in Book 1095, at Page 1030 of Official Records.
9. Weber Basin Conservancy District, Application for Reallocation of Class D Allotment, recorded December 18, 2007, as Entry No. 2328393, in Book 4431, at Page 142 of Official Records.
10. TRUST DEED: (Affects this and other property)
Trustor: JOHN LISH, RYAN E. WILDE, GREGORY L. WILDE
Trustee: UTAH COMMERCIAL TITLE CO.
Beneficiary: RAE ALLAN WHEELER, JR.
Amount: \$865,000.00
Dated: February 28, 2006
Recorded: August 7, 2005
Entry No.: 2190745 Book: 4090 Page: 908

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SECURITY TITLE OF DAVIS COUNTY, INC.

11. TRUST DEED:

Trustor: FUTURE HOMES, LLC
Trustee: AMERICAN PREFERRED TITLE INSURANCE AGENCY, LLC
Beneficiary: LC HUNT LENDING, LLC
Amount: \$280,000.00
Dated: Not Disclosed
Recorded: May 5, 2014
Entry No.: 2802230 Book: 6011 Page: 743

MISCELLANEOUS REPORT

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SECURITY TITLE OF DAVIS COUNTY, INC.

EXHIBIT A

PART I

Property Description:

PARCEL 1:

BEG AT A PT N 0°06'21" W 1320 FT & S 89°55'55" E 235 FT FR SW COR OF SW 1/4 OF SEC 36-T5N-R1W; SLM: RUN TH S 0°06'21" E 235 FT; TH S 89°55'55" E 200 FT; TH N 0°06'21" W 27.74 FT; TH W 139.22 FT; TH N 208.77 FT; TH N 89°55'55" W 62.09 FT TO POB.

PARCEL 2:

A PART OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M; DESC AS FOLLOWS: BEG AT A PT ON THE SEC LINE N 0°06'21" W 660.00 FT FR THE SW COR OF THE SW 1/4 OF SD SEC 36; RUN TH N 0°06'21" W ALG THE SEC LINE 660.00 FT; TH S 89°55'55" E 591.36 FT TO THE W R/W LINE OF HWY 89; TH SW'LY THREE COURSES ALG SD W LINE AS FOLLOWS: S 4°00' W 45.14 FT, S 7°49' W 150.33 FT, & S 4°00' W 309.56 FT; TH N 89°55'55" W 544.24 FT; TH S 0°06'21" E 157.18 FT, TH N 89°55'55" W 1.00 FT TO THE POB. LESS & EXCEPT THEREFR: BEG AT A PT N 0°06'21" W 1320 FT & S 89°55'55" E 235 FT FR THE SW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM; RUN TH S 0°06'21" E 235 FT; TH S 89°55'55" E 200 FT; TH N 0°06'21" W 235 FT; TH N 89°55'55" W 200 FT TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXIST EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE N LINE OF SD SW 1/4 OF THE SW 1/4 & THE W'LY R/W & LIMITED-ACCESS LINE OF SD EXIST EXPRESSWAY, WH PT IS 1320.00 FT N 0°06'21" W & 591.36 FT (BY RECORD, BUT 587.27 FT BY MEASUREMENT) S 89°35'55" E FR THE SW COR OF SD SEC 36; & RUN TH ALG SD W'LY R/W & LIMITED-ACCESS LINE THE FOLLOWING THREE (3) COURSES & DIST: S 4°00' W 45.14 FT (BY RECORD, BUT 33.84 FT BY MEASUREMENT); TH S 7°49' W 150.33 FT; TH S 4°00' W 309.56 FT (BY RECORD, BUT 319.46 FT BY MEASUREMENT) TO A S'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 89°55'55" W 40.09 FT, M/L, ALG SD S'LY BNDRY LINE TO A PT 125.00 FT PERP'LY DISTANT W'LY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT; TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE ENGINEER STATION 419+00.00; TH N 0°11'10" E 150.33 FT TO A PT 135.00 FT PERP'LY DISTANT W'LY FR SD "M" LINE AT ENGINEER STATION 420+50.00; TH N 12°31'51" E 81.43 FT, M/L, TO SD N LINE; TH S 89°55'55" E 48.28 FT ALG SD N LINE TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR A FRONTAGE RD INCIDENT TO THE WIDENING OF THE EXIST EXPRESSWAY STATE ROUTE 89 KNOWN AS PROJECT NO. 030, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN A S'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 125.00 FT PERP'LY DISTANT W'LY FR THE CENTER LINE KNOWN AS THE "M" LINE OF SD PROJECT, WH PT IS 660.00 FT N 0°06'21" W, 1.0 FT S 89°55'55" E, 157.18 FT N 0°06'21" W & APPROXIMATELY 500.15 FT S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH N 4°00' E 272.21 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE, TO A PT OPPOSITE SD ENGINEER STATION 419+00.00; TH N 86°00' W 50.00 FT; TH S 4°00' W 275.64 FT, M/L, ALG A LINE PARALLEL TO SD "M" LINE TO SD S'LY BNDRY LINE; TH S 89°55'55" E 50.12 FT ALG SD S'LY BNDRY LINE TO THE POB. LESS & EXCEPT THEREFR: A PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF A FRONTAGE RD, INCIDENT TO THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO. 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE SW 1/4 OF THE SW 1/4 OF SEC 36-T5N-R1W, SLB&M. THE BNDRY OF SD PARCEL ARE DESC AS FOLLOWS: BEG AT A PT IN THE N'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 8.950 METERS

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Issued by

SECURITY TITLE OF DAVIS COUNTY, INC.

(29.36 FT) PERP'LY DISTANT W'LY FR THE CENTERLINE OF THE W FRONTAGE RD OF SD PROJECT, OPPOSITE ENGINEERS STATION 1+414.041, WH PT IS 402.335 METERS (1320.00 FT) N 0°06'21" W ALG THE SEC LINE & 147.784 METERS (484.86 FT) S 89°55'55" E FR THE SW COR OF SD SEC 36; & RUN TH S 89°55'55" E 16.504 METERS (54.15 FT) ALG SD N'LY BNDRY LINE TO THE W'LY R/W & LIMITED-ACCESS LINE OF SD STATE HWY 89; TH S'LY ALG SD W'LY R/W & LIMITED-ACCESS LINE THE FOLLOWING 4 (FOUR) COURSES & DIST: (1) TH S 12°30'44" W 25.310 METERS (83.04 FT); (2) TH S 0°10'02" W 45.821 METERS (150.33 FT); (3) TH N 86°01'07" W 15.240 METERS (50.00 FT); (4) TH S 3°58'53" W 83.959 METERS (275.46 FT) TO THE SE COR OF SD ENTIRE TRACT; TH N 89°55'55" W 0.553 METERS (1.81 FT) ALG SD S'LY BNDRY LINE; TH N 3°59'37" E 153.621 METERS (504.00 FT) TO THE POB. LESS & EXCEPT THEREFR: BEG AT A PT WH IS LOC N 00°06'21" W ALG SEC LINE 1113.68 FT & E 299.72 FT FR THE SE COR OF SEC 35-T5N-R1W, SLB&M; & RUN N 208.77 FT TO THE S LINE OF DEER RUN ESTATES NO 2; TH S 89°55'53" E ALG SD S LINE 184.96 FT TO THE W LINE OF THE FRONTAGE RD; TH S 03°59'37" W ALG SD W LINE 209.06 FT; TH W 170.40 FT TO THE POB.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ORANGE GROVE

SOUTH WEBER CITY,
UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of _____, 2014, by _____, a Utah _____ ("Declarant").

- A. Declarant is the owner of the Property (as defined below).
- B. Declarant intends to develop the Project (as defined below) on the Property, and to develop and convey all of the Lots (as defined below) subject to a general plan of development.
- C. All of the Lots shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the Covenants (as defined below) all of which are created for the mutual benefit of the Lots. It is the intention of the Declarant in imposing the Covenants to maintain a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the owners of the Lots. The Covenants are intended to, and shall in all cases, run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in every phase of the Project. The Covenants shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, by the Association, or by any individual Owner. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from completing the Project, or from using any Lot or Common Area owned, held or controlled by the Declarant as a sales or construction office space, model home, temporary construction or sales office, nor limit Declarant's right to post signs incidental to sales or construction which are in compliance with applicable Davis County ordinances.
- D. The Project is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit under the Fair Housing Act (defined below).
- E. This Declaration and the Property shall be subject in all respects to the Master Declaration (defined below) to the extent that the Master Declaration remains enforceable against the Project.

ARTICLE I
DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.1 "Act" or "Acts" individually or collectively means and refers to the Utah Community Association Act (Utah Code Section 57-8a-101 et. seq.) and/or the Utah Revised Nonprofit Corporation Act (Utah Code Section 6-6a et seq.) as such Act(s) may be amended from time to time.

1.2 "Additional Charges" shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.

1.3 "Architectural Committee" shall mean the Architectural Committee created under this Declaration.

1.4 "Assessment" means any charge imposed or levied by the Association on or against any Lot pursuant to the provisions of the Governing Documents or any applicable law, including Annual Assessments, Special Assessments and any other Assessments which may be applicable to one or more Owners.

1.5 "Association" shall mean Orange Grove Homeowners Association, Inc. The Association shall constitute a "Neighborhood Association" as defined in the Master Declaration, and the "Member Representative" / "Neighborhood Representative" of the Association under the Master Declaration shall be elected by the Board defined below.

1.6 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association vested with the authority to manage the Project and to enforce this Declaration, Bylaws and Rules and Regulations. Member of the Board may individually be referred to as "Director" and collectively referred to as "Directors".

1.7 "Building Pad" shall mean that portion of the Lot designated for the location of the Dwelling Unit (including the attached garage and any attached porches, decks or balconies). As further described under Article VII, the size and location of each Building Pad shall be determined by the Architectural Committee, and the boundaries of the Building Pad for a particular Lot may or may not be identical to all or any of the Building Setback Lines for that Lot.

1.8 "Building Setback Line" refers to the lines shown on the Plat, located inside the boundaries of each Lot, which identify the front, rear and side yard setbacks for each Lot.

1.9 "Bylaws" means the Bylaws of the Association, as they may be amended from time to time and which are attached and made part of this Declaration as Exhibit "B".

1.10 "Common Areas" means, refers to, and includes:

(a) Any real property included within the Project, whether leasehold or in fee simple, including all Common Area Improvements constructed on such real property, excluding the individual Lots;

(b) All portions of the Project designated as Common Area pursuant to the Governing Documents and/or the Plat Map;

(c) Those portions of the Project that are owned, operated, controlled and/or managed by the Association for the common benefit of the Owners (including, by example, and without limitation, the Project's landscaped entryway and any street islands located within the boundaries of the Project); and

(d) All other portions of the Project (excluding the individual Lots) that are normally in common use by the Owners, or that are necessary or convenient to the Project's use, existence, maintenance, safety, operation and/or management, or which have been designated by the Association as Common Areas.

1.11 "Common Area Improvements" means, refers to, and includes any infrastructure, buildings, structures, facilities, equipment and improvements that have been or may be installed,

constructed or attached on or to any portion of any Common Area. Such Common Area Improvements shall include, by example and without limitation, the Project's entryway signage, monumentation, footpaths, trailways, tree planters, retaining walls, landscaping, trees, shrubs, picnic areas, any improvements located upon or within any street islands, and other similar improvements located within the Project that are intended for the use and enjoyment of all Owners.

1.12 "Common Expenses" means and refers to:

- (i) Any sums lawfully assessed against the Owners;
- (ii) Expenditures lawfully made or incurred by or on behalf of the Association for the operation, administration, maintenance, repair, or replacement of the Common Areas and Common Area Improvements (including, by example, and without limitation, electricity, irrigation water, and landscaping);
- (iii) Administrative costs and expenses incurred by the Board in creating, revising, interpreting or enforcing the Governing Documents;
- (iv) Any sums which are required by the Board to perform or exercise its functions, duties, or rights under the Acts or the Governing Documents;
- (v) Operation, management and regulation of the Project;
- (vi) Any other expenses lawfully and reasonably allocated by the Board among the Owners as determined by a majority vote of the Board members;
- (vii) Any sums deemed by the Board as necessary to address any budget deficit(s) remaining from any previous fiscal year(s);
- (viii) Any sums deemed by the Board as necessary to create and/or maintain an adequate Reserve Fund; and
- (ix) Any other expenses that are identified or defined as Common Expenses under the Acts or the Governing Documents.

1.13 "Common Expense Fund" means and refers to that fund more particularly described under Section 10.3, which is to be used to cover basic expenses related to administration, maintenance, and management of the Association and Project including, without limitation, the Common Expenses and those expenses more particularly described under Section 4.3 of this Declaration.

1.14 "Covenants" shall mean the covenants, conditions, restriction, equitable servitudes and other provisions contained in this Declaration.

1.15 "Declaration" means and refers to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, as may be amended or supplemented from time to time.

1.16 "Declarant" means and refers to _____, a Utah _____, including any successors or assigns of _____. Any Declarant shall have the right to assign to a third party all or any portion of Declarant's rights, duties, privileges or obligations under this Declaration.

1.17 "Designated Disturbance Area" shall mean that portion of the Lot that may be disturbed by construction activity (i.e. construction, grading, filling, staging or storage of materials, and vegetation removal which may occur subject to Architectural Committee written approval). As more particularly set forth in Article VIII of this Declaration, the Designated Disturbance Area must be determined and approved by the Architectural Committee prior to the commencement of any construction on any Lot. The term "Designated Disturbance Area" is synonymous with the "limits of disturbance" on each Lot as may be described in the Design Guidelines or other similar documents that may govern the construction, installation or maintenance of any Improvements located on any portion of the Project.

1.18 "Dwelling Unit" shall mean the single-family residence built or to be built on any Lot, including the attached garage and any attached porches, decks or balconies.

1.19 "Fair Housing Act" means and refers to the Fair Housing Amendments Act of 1988, U.S.C. Section 3600 et. seq., as such Fair Housing Act may be amended from time to time.

1.20 "Governing Documents" means and refers to this Declaration, the Bylaws, the Design Guidelines, and the Rules and Regulations of the Association as these documents may be amended or supplemented from time to time.

1.21 "Improvement" shall mean any building, structure, infrastructure or improvement of any kind, including, by example, and without limitation, any Dwelling Units, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any equipment located on the exterior of any building or structure.

1.22 "Lot" shall mean each lot as shown on the Plat. Each Lot will include one designated Building Pad.

1.23 "Majority of the Owners" shall mean and refer to more than 50% of the Owners entitled to vote on a particular matter.

1.24 "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions, and Restrictions for Orange Grove dated _____, _____, and recorded on _____, _____, as Entry No. _____ in Book _____, at Page _____ in the Official Records of Davis County, Utah.

1.25 "Member" shall mean and refer to the Owner of a Lot (whether or not the Dwelling Unit located on such Lot serves as the Owner's primary residence). Each Member is entitled to participate in decisions made by the Association. Each Owner shall be a Member of the Association and shall be entitled to one membership for each Lot owned.

1.26 "Member" and "Membership" shall have the meanings given them in the By-Laws.

1.27 "Owner" shall mean the person, persons, entity or entities having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

1.28 "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

1.29 "Plat" shall mean the official plat of the Project as approved by Davis County and recorded in the office of the Davis County Recorder, as the Project may be amended or expanded from time to time. The Plat and all matters shown thereon are incorporated into this Declaration by reference.

1.30 "Private Open Space" means and refers to those portions of each Lot located between the Building Setback Line and the boundary of such Lot as shown on the Plat Map.

1.31 "Project" shall mean the residential subdivision to be developed on the Property, and all Lots and other property within such Project, as shown on the Plat and/or as may be expanded pursuant to the terms and conditions of this Declaration. The Project shall constitute a "Neighborhood" as defined in the Master Declaration.

1.32 "Property" shall mean the real property located in Orange Grove in South Weber City, Davis County, Utah, legally described in the attached Exhibit "A".

1.33 "Recorder's Office" means the Recorder's Office of Davis County, State of Utah.

1.34 "Reserve Fund" means and refers to that certain fund more particularly identified and described under Section 10.5, which shall be used to cover the cost of repairing, replacing, and restoring Common Areas, including Common Area Improvements that have a useful life of three (3) years or more, but excluding any cost that can reasonably be funded from the general budget (including the Common Expense Fund) or other funds of the Association. The Reserve Fund may also be used for other purposes as may be specified in this Declaration.

1.35 "Rules and Regulations" means and refers to those rules and regulations adopted or revised by the Board from time to time that are deemed necessary for the Owners' use and enjoyment of the Project.

ARTICLE II DESCRIPTION OF PROJECT

The purpose of this Article II is to provide certain information required under Section 57-8a-212 of the Utah Community Association Act.

2.1. Project. The name of the Project is "Orange Grove".

2.2. Association. As set forth under Section 1.5, the name of the Association is "Orange Grove Homeowners Association, Inc."

2.3. No Cooperative or Condominiums. The Project is not a cooperative, and no portion of the Project contains or will contain any condominiums.

2.4. Right to Expand Project. Pursuant to Article XV of this Declaration, Declarant hereby reserves the option to expand the Project by adding additional land to the Project with a recorded supplement to this Declaration.

2.5. Description and Location. The legal description of the land on which the Project is located is set forth in Exhibit "A" attached hereto. The entire Project is located within Davis County in the State of Utah.

2.6. Limited Common Area / Common Area. Unless otherwise provided under the terms and conditions of any amendment to this Declaration, the Project shall not include any Limited Common Areas. The Common Areas shall include those portions of the Project described under Section 1.10.

2.7. No Restrictions on Alienation. There shall be no restriction or restraint on alienation of any Lot including, without limitation, the leasing of any Lot or any Dwelling Unit. The language of this Section 2.7 is subject to any applicable laws, rules, regulations or ordinances that may be imposed by Davis County or any local government agencies (e.g. restrictions on short-term rentals).

2.8. Housing for Older Person; Age Restriction. The Property is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit under the Fair Housing Acts. Except as provided hereinbelow, at least one occupant of each residential unit must be 55 years of age or older, and no person under nineteen (19) years of age shall occupy or reside in a residential unit for more than ninety (90) days in any twelve (12) month period.

(a) The Association may grant variances from the above restrictions, unless the granting of a variance would result in less than eighty percent (80%) of the residential units being occupied by one person fifty-five (55) years of age or older or would otherwise jeopardize the Property's status as housing for older persons under the Fair Housing Act. Any request for a variance submitted to the Association from an Owner shall contain the reason for the request and such other information as the Association may reasonably require.

(b) The Board shall adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board in order to demonstrate an intent to provide housing for occupancy by at least one person fifty-five (55) years of age or older per unit and to maintain the status of the Property as housing for older persons under the Fair Housing Act. Such policies and procedures shall provide for verification of the age of the residents by reliable surveys and affidavits, and each resident, if requested to do so by the Association, shall furnish the Association with the names and ages of all occupants of the residential unit and such affidavits and other documents as the Association may request to verify the ages of such occupants.

ARTICLE III ASSOCIATION

3.1. Form and Authority of Association. In order to effectively enforce these Covenants, Declarant has created the Association as a Utah nonprofit corporation organized under the laws of Utah. The Association shall be comprised of the Owners, shall perform various functions, and shall exercise various rights and powers for the benefit of the Owners as set forth under the Governing Documents.

3.2. Membership.

(a) Qualification. Each Owner shall be a Member of the Association and shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall automatically transfer the membership in the Association appurtenant thereto to the Lot's new Owner.

(b) Mandatory Membership. Each Owner is required to be a Member of the Association. Likewise, each purchaser of a Lot, by virtue of accepting a deed or other document

of conveyance thereto, shall automatically become a Member of the Association. Membership may not be partitioned from the ownership of a Lot.

3.3 Voting.

(a) Voting Rights. The Owner of each Lot (or the combined Owners of any given Lot) shall be entitled to one (1) vote.

(b) Voting Owner. There shall be one "voting representative" for each Lot. If a person owns more than one Lot, that person shall have the votes for each Lot owned. For Lots held in trust, the Owner shall be the acting trustee of the trust at the time of the vote. The voting representative for a particular Lot shall be designated by the Owner (or all Owners) of such Lot by written notice to the Board, and need not be an Owner of that Lot. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in that Lot. This power of designation and revocation may be exercised by the guardian of a Lot Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

(c) Joint Owner Disputes. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

(d) Pledged Votes. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgagee or beneficiary of a deed of trust under a duly recorded mortgage or deed of trust, or to the vendor under a duly recorded real estate contract, only the vote of such mortgagee, beneficiary, or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with such a pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, deed of trust beneficiaries, and vendors, if any.

(e) Mail-In Ballots. In any instance where voting on a matter is permitted or required herein, such vote may be carried out without a meeting pursuant to the procedures set forth in the Bylaws, and the approval of a majority of the votes actually cast shall be sufficient to approve such matter, except where a different threshold is specifically required herein.

(f) Electronic Ballots. As of the date of the recording of this Declaration, electronic ballots are not permitted under the Acts or any other applicable Utah law, rule or regulation. In the event such electronic ballots are at any time permitted under any applicable Utah law, rule or regulation, in any instance where voting on a matter is permitted or required herein, such vote may be carried out without a meeting by electronic ballot by all Owners entitled to vote on the matter pursuant to the procedures set forth in the Bylaws, and the approval of a majority of the votes actually cast shall be sufficient to approve such matter, except where a different threshold is specifically required herein.

3.4 Bylaws of Association.

(a) Adoption of Bylaws. Bylaws for the administration of the Association and the Project and for other purposes not inconsistent with the Acts or with the intent of this Declaration, have been adopted by the Association and a copy of such Bylaws is attached to and made part of this Declaration as Exhibit "B".

(b) Bylaws Provisions. The Bylaws may contain supplementary provisions, not inconsistent with this Declaration, regarding the operation and administration of the Project. The Bylaws shall establish such provisions for quorum, ordering of meetings, and details regarding the giving of notice as may be required for the proper administration of the Association and the Project.

3.5 Attorney-in-Fact. Each Owner, by the mere act of becoming an Owner or contract purchaser of a Lot, irrevocably appoints the Association as such Owner's attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association, including but not limited to the duties to manage, operate, maintain, repair and improve the Project, to negotiate with insurance carriers upon damage or destruction to the Project or any portion thereof, and to secure insurance proceeds.

3.6 Association Enforcement Powers. The Association shall have the power to enforce these Covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these Covenants and to incur expenses for that purpose. The Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Notwithstanding the Association's authority and ability to appear and represent the interests of the Project regarding such matters, Owners may also appear and individually represent his or her personal interests.

3.7 Common Area Maintenance.

(a) Association Responsibility. The Association shall be responsible for maintenance of the Common Areas, including all Common Area Improvements. The Association has the power and authority to contract with third parties to perform such maintenance, install and modify landscaping and other entry features, and to purchase water for the irrigation of Common Areas and Common Area Improvements.

(b) Accessing Lots. As provided under Section 57-8a-224 of the Utah Community Association Act, after reasonable notice to the Owner or any occupant of a Lot being entered, the Association may access such Lot: (i) from time to time during reasonable hours as necessary for the maintenance, repair, or replacement of any Common Areas or Common Area Improvements; or (ii) for making any emergency repair. The Association shall be liable to repair any damage it causes to any Common Areas or any Lot(s) the Association may use to access such Common Areas or Common Area Improvements that are in need of maintenance, repair, or replacement. The Association shall repair such damage within a period of time that is reasonable under the circumstances.

(c) Emergency Repair / Reasonable Notice. As used in this Section 3.7, the term "emergency repair" means a repair that, if not made in a timely manner, will likely result in immediate and substantial damage to any Common Area(s) or Common Area Improvement(s) or

to any Lot (e.g. broken sprinkler system that is flooding another Lot or Common Areas); the term "reasonable notice" means written notice that is hand delivered to the Lot no less than 24 hours prior to the proposed entry or, in the case of an emergency repair, notice that is reasonable under the circumstances.

(d) Assessments. The Association has the power and authority to levy Assessments against each Lot as necessary to carry out the functions of the Association as more particularly set forth in this Declaration.

ARTICLE IV BOARD OF DIRECTORS

4.1 Board Purpose. Administrative, management, and enforcement authority of the Association is vested in the Board of Directors, which shall be elected by, and from among, the Owners pursuant to the Bylaws. The Board, for the benefit of the Association and the Owners, shall administer, manage and enforce the provisions of the Governing Documents and shall have all powers and authority permitted to the Board under the Acts and the Governing Documents. The Board shall elect officers from among the Board members pursuant to the Bylaws.

4.2 Board Approvals. Any actions requiring Board approval under the Governing Documents including, without limitation, any actions the Board is permitted to take or approve without prior approval of the Owners (such as, for example, the imposition of certain Special Assessments as described in this Declaration) must be adopted and approved by a majority vote of the Board (i.e. more than half of the Board members).

4.3 Board Authority.

4.1 The Board shall acquire and shall pay for out of the Common Expense Fund any goods and services required for the proper functioning of the Association and the Project, including but not limited to the following:

(i) Utilities. The cost of any utilities that may be required for the Common Areas and/or benefit of the entire Project.

(ii) Insurance. Policies of insurance or bonds providing coverage for fire and other hazard, liability for personal injury and property damage, fidelity of Association officers and Association agents or employees, and director's and officer's liability or errors and omissions, as such policies are more fully described and required in this Declaration and in the Bylaws.

(iii) Management Services. The services of persons or firms as required to properly manage and operate the affairs of the Association and/or the Project to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Areas, whether or not such personnel are employed directly by the Board or are furnished or employed by such manager.

(iv) Professional Services. Legal and accounting services necessary or proper in the management and operation of the Association's affairs, administration of the Common Areas, or the interpretation, modification, or enforcement of the Governing Documents.

(v) Common Area Maintenance Services. Painting, maintenance, repair of the Common Areas (including any Common Area Improvements) as the Board shall determine as necessary and proper.

(vi) Materials, Supplies. Materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law, or which in the Board's reasonable opinion shall be necessary or proper for the operation or maintenance of the Common Areas (including Common Area Improvements) or for the enforcement of the Governing Documents.

(vii) Personal and Real Property. Acquire and hold in the name of the Association, of the Owners, tangible and intangible personal property and real property and interest therein, and dispose of the same by sale or otherwise; and the beneficial interest in such property shall be collectively owned by the Owners, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct. The Board shall not, however, in any case acquire real property or personal property (other than for purposes of restoring, repairing or replacing portions of the Common Areas) valued in excess of Ten Thousand Dollars (\$10,000) by lease or purchase without approval of a Majority of the Owners.

(viii) Lien Discharge. Pay any amount necessary to discharge any lien or encumbrance levied against the Project or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Project or against the Common Areas, rather than merely against the interest therein of any particular Owner(s). Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners responsible (and their Lots) to the extent of their responsibility.

4.2 Not for Profit. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all or any of the Owners.

4.3 Right to Contract. The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the Common Expense Fund.

4.4 Indemnification of Board. The Association shall indemnify the Board of Directors against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration and the Bylaws.

4.5 Election. In any election for the Board of Directors, or any other matter which is presented to the Association, each Owner (including the Declarant to the extent the Declarant continues to own any Lots) shall be entitled to vote as set forth in the Bylaws.

ARTICLE V ARCHITECTURAL COMMITTEE

It is the intention and purpose of these Covenants to impose architectural, design and constructions standards on any and all Improvements located within the Project so as to promote an aesthetically pleasing and uniform community, including buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors, and general appearance, while at the same time allowing for

diversity in style and design appropriate for the mountain setting. To accomplish this goal, the Declarant hereby establishes an Architectural Committee, which is empowered to oversee and enforce the Design Guidelines set forth in this Declaration.

5.1 Architectural Committee Created. The Architectural Committee shall consist of at least three members, at least one of whom must be an architect or design professional with experience in residential subdivisions who is not a member of the Association, while the others shall be members of the Board and/or members of the Association. The initial Architectural Committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time that 25% of the Lots have been sold or transferred to persons other than the Declarant, at least one member of the Architectural Committee must be elected from the membership of the Association, other than a representative of the Declarant. At the time that 75% of the Lots have been sold or transferred to persons other than the Declarant, the Owners must elect at least two members of the Architectural Committee from the membership of the Association. At the time that 90% of the Lots have been sold or transferred to persons other than the Declarant, all of the members of the Architectural Committee must be elected by the Owners from the membership of the Association. The percentages of Lots sold or transferred, as described in this Section 5.1, are to be calculated based upon the total number of Lots in the entire Project which, as of the date of this Declaration, is intended to be a total of 45 Lots.

5.2 Approval by Committee. No Improvement of any kind (including, without limitation, any Dwelling Unit, parking area, driveway, walkway, other hard-surface area in excess of 100 square feet, pool, outdoor hot tub or spa, fence, wall, curb, pole, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment) may be temporarily or permanently constructed, erected, or installed in any portion of the Project without the prior written consent of the Architectural Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the advance written consent of the Architectural Committee. No improvement requiring a building permit shall proceed without prior written approval of the Architectural Committee. Approval of the Architectural Committee must be sought in the following manner:

(a) Plans Submitted. Plans or a written description of any new Improvement, or any modification to any existing Improvement, on any portion of the Project must be submitted to the Architectural Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. With regard to the construction of any Dwelling Unit, or any proposed addition or modification of an existing Dwelling Unit, the plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit, and include: detailed drawings of all elevations of all structures showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and samples thereof, including color samples; and a landscape plan showing the location of driveways, walkways, patios, porches, decks, balconies, and any hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas upon completion of such construction. The Architectural Committee shall create design guidelines for the Project ("Design Guidelines") and all construction, installation or maintenance of any Improvements located on any portion of the Project must comply therewith. It shall be the responsibility of each Owner to obtain a copy of the Design Guidelines from the Architectural Committee. With regard to any landscaping on any Lot, a landscape plan must be submitted to the Architectural Committee, and such landscape plan must include the identification and placement of the minimum number of trees and plants and the minimum height requirement from the recommended list of plant species as set forth in the Design Guidelines.

(b) REVIEW FEE. THE APPLICANT WILL PAY A REVIEW FEE AS DETERMINED BY THE ARCHITECTURAL COMMITTEE. SUCH FEES MAY BE PERIODICALLY REVISED TO REFLECT ANY CHANGES IN THE CHARGES AND EXPENSES OF THE CONSULTING ARCHITECT ON THE ARCHITECTURAL COMMITTEE.

(c) Review. No later than thirty (30) days from receipt of a complete submission of construction plans or architectural plans, the Architectural Committee will review such plans and make an initial determination whether or not the plans comply with the conditions imposed by the Governing Documents. If the Committee fails to respond within such 30-day time period, the plans will be deemed as rejected. If they are deemed, in the sole discretion of the Architectural Committee to be in compliance, the Architectural Committee will approve the plans. The Architectural Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Architectural Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Architectural Committee and the Owner will each sign a copy of the plans, which shall be left with the Architectural Committee. No construction of any Improvement, and no landscaping, that is not in strict compliance with the plans so approved will be permitted, and if undertaken, will be subject to removal at the Owner's sole cost and liability.

(d) Written Record. The Architectural Committee shall maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of ten (10) years. The Architectural Committee will also provide evidence of its approval if requested by the Owner.

(e) Failure to Act. If the Architectural committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission shall be deemed to have been disapproved.

5.3 Variations. Subject to the remainder of this paragraph, variances from this Declaration and the Design Guidelines may be sought from the Architectural Committee only when strict application would create, in its opinion, an unforeseen or unreasonable hardship to the Owner of any Lot. However, no variance may be granted without the written consent of at least 25% of all of the Owners, unanimous written consent of the Architectural Committee, and the unanimous written consent of the Owners of any and all adjacent Lots. The Architectural Committee, or the Owners as a whole, cannot grant any variance that has the effect of modifying applicable governmental regulations. The burden of obtaining a variance is entirely on the applicant, including the costs of notice. No variance shall be obtained from any governmental body or agency without prior written Architectural Committee approval.

5.4 Extraordinary Costs. Whenever it deems appropriate, and with the consent of the Board, the Architectural Committee may engage the services of an architect or civil or structural engineer to assist in its review of any plans. All costs of such additional review will be paid by the Owner who has submitted such plans, provided that no architect or engineer will be hired without advance notice to such Owner, and the aspects of the proposal that caused the Architectural Committee to believe that professional review was required, and the estimated cost of that review. If the Owner does not withdraw the proposal within five (5) days after receipt of that notice, he or she shall be deemed to have consented to the Architectural Committee retaining such professional assistance at such Owner's cost. Whenever the Architectural Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the Owner, for himself or herself (and his or her

successors and assigns) waives any and all claims against the Architectural Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances.

5.5 General Design Review. The Architectural Committee will use reasonable efforts to provide a consistent pattern of development, and consistent application of the standards of this Declaration and the Design Guidelines. Such standards are, of necessity, general in nature, and it is intended that the Architectural Committee should apply them in a manner that results in a high quality, attractive, and well-designed community.

5.6 Not Liable. The Declarant, the Association, the Board, and the Architectural Committee and their respective members shall not be liable to any Owner for any damages for their actions, inaction, or approval or disapproval of any plans or other materials submitted to the Architectural Committee for review, and in such event the Owners shall have no claim against such parties as a result of the performance or failure to perform the duties created by this Declaration.

5.7 Limitations on Review. The Architectural Committee's review is limited to those matters expressly granted in this Declaration and the Design Guidelines. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable laws and codes must be approved by the Architectural Committee prior to construction.

ARTICLE VI RESTRICTIONS

The following restrictions on use apply to all Lots:

6.1 No Mining, Business or Commercial Activities. The Project shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time on any portion of the Project. No portion of the Project may be used for any commercial or business use provided, however, that this restriction generally does not apply to use of a portion of a Dwelling Unit as a professional office.

Dwelling Units may be used for certain activities normally associated with maintaining a professional office or conducting certain small businesses from home such as, for example, record- keeping, telephone calls, reception of mail, and computer or Internet activity.

The overall purpose of the restrictions set forth under this Section 6.1 is to preserve the right of each Owner (or the guest, tenant or other occupant of any Dwelling Unit) to live in a neighborhood that is free from excessive business-related employee, client or customer interaction, potential Association liability due to business being conducted within the Project, and the nuisance or annoyance often associated with increased or excessive vehicular or pedestrian traffic.

The restrictions of this Section 6.1 do not apply to the leasing or renting of any Dwelling, nor shall the restrictions of this Section 6.1 prevent the Declarant from using one or more Lots or a portion of the Common Area for purposes of a construction office or sales office during construction of the Project or until 100% of the Lots are sold.

6.2 Restrictions on Signs. No signs will be permitted on any Lot or within the Project, except for traffic control signs placed by governmental authorities of the Association, temporary signs warning of some immediate danger, or signs not in excess of six square feet located on a Lot identifying the contractor and/or architect of any Dwelling Unit while it is under construction on such Lot. Signs indicating a Lot is for sale may be placed in accordance with governmental sign regulations, provided no such sign may exceed six square feet in size. The Declarant may erect signs of not more than thirty-two square feet in size within the Project until 75% of the Lots have been sold announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of the Lot may be installed without the advance written consent of the Board. The restrictions of this Section 6.2 shall not apply to any signage easements granted to Declarant under the terms and conditions of this Declaration.

6.3 Completion Required Before Occupancy. No Dwelling Unit may be occupied prior to its completion and the issuance of a certificate of occupancy by appropriate governmental authorities. If a temporary certificate of occupancy is issued, it must be converted to a permanent certificate of occupancy no later than twelve (12) months after issuance.

6.4 Animals.

(a) Limits. No Owner may be permitted to raise, breed, keep or maintain any animals for any commercial purposes upon any portion of the Project. No livestock or poultry of any kind including, by example and without limitation, horses or chickens shall be raised, bred or kept upon any portion of the Project.

(b) Animals in Common Areas. No animal shall be permitted in any Common Areas unless carried in a carrier or properly controlled on a leash or similar restraining device. All animal waste shall be promptly removed from the Common Areas and be fully cleaned-up by the animal's owner.

(c) Indemnification. Each Owner who keeps an animal shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such animal in the Project.

(d) Additional Board Rules. The Board may adopt additional rules restricting the maintenance and keeping of animals within the Project and their enforcement, including, without limitation, the assessment of fines to Owners who violate such rules.

6.5 Combination of Lots. Subject to governmental regulations, restrictions and approvals, and also subject to approval of the Architectural Committee, an Owner may combine two or more adjoining Lots, subject to the following:

(a) Dwelling Unit Size and Placement. Any and all restrictions regarding the number, size, design and location of any structures and buildings located in the Project (as provided under the Governing Documents in general and Article VII of this Declaration in particular) shall apply to any structures and buildings constructed on the combined Lots.

(b) Combination Deemed Permanent. Any combination of Lots shall be deemed as permanent, and combined Lots may not be independently sold once construction has commenced on the Improvements for the combined Lots. The Owner of any Lots that have been combined shall execute and deliver to the Architectural Committee a notice in recordable form containing the name of the Owner and a legal description of the Lots combined, which notice will state that

the Lots have been combined and cannot subsequently be subdivided. The Architectural Committee shall record this Notice with the Davis County recorder upon the commencement of construction of the Dwelling Unit on the combined Lots.

(c) Membership. Combined Lots shall have only one membership in the Association and one vote, and shall be assessed by the Association as one Lot.

6.6 No Subdivision of Lots. No Lot may be subdivided without the prior written consent of the Architectural Committee as well as all governmental agencies with jurisdiction regarding such matters. No subdivision of any Lot may result in the construction of any additional Dwelling Units within the Project beyond the number of Dwelling Units already designated under the Plat.

6.7 Underground Utilities. All gas, electrical, telephone, cable television, and any other utility lines in the Project must be installed and maintained underground, including lines within any Lot which provides any form of utility service entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except as necessary to provide temporary heat during construction.

6.8 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

6.9 No Noxious or Offensive Activity. No noxious, dangerous or offensive activity (including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Project) shall be carried out on any Lot, in any Dwelling Unit, or on any other portion of the Project, nor shall anything be done on any Lot, in any Dwelling Unit, or on any other portion of the Project that may be or become an annoyance or nuisance to other Owners (or to the guest, tenant or other occupant of any Dwelling Unit).

Excessive or disturbing noise is prohibited at all times. Such noise includes continuously barking dogs, loud speakers, or any other noise that would disturb other Owners (or to the guest, tenant or other occupant of any Dwelling Unit). No activity that creates any noise that may disturb Owners (or the guest, tenant or other occupant of any Dwelling Unit) is permitted before 7 A.M. or after 10 P.M. Exceptions to this Section 6.10 may be permitted with prior written consent of the Board.

6.10 No Hazardous Activity. No activity may be conducted on any Lot or any other part of the Project that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained barbecues).

6.11 No Unsightliness. No unsightliness shall be permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling Unit or addition); open storage or parking of farm or construction equipment, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading), or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any street.

6.12 No Annoying Lights. Any outdoor lighting on any Lot shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted on any Lot except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. Whenever possible, efforts should be made to insure that indoor lighting is not unreasonably offensive to surrounding property owners. No excessively bright indoor lighting, such as industrial lights, floodlights, workroom, lights, or fluorescent lights, are permitted after dark.

6.13 No Annoying Sounds. No continuously barking dogs, loud speakers, or other noise making devices may be used or maintained on any Lot which would disturb other property owners, or which create noise that might would reasonably be expected considered to be unreasonably or annoyingly loud from adjoining Lots, may be maintained or used on any Lot, except for security or fire alarms.

6.14 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings Units must be connected to the sanitary sewer system.

6.15 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner increase the amount of natural storm run-off leaving his Lot.

6.16 Vehicles Restricted to Roadways. No motor vehicle may be operated or parked in the Project except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

6.17 RVs, Campers, Boats, Trailers and Commercial Trucks. No recreational vehicles, motor homes, mobile homes, boats, commercial vehicles, trailers (including, without limitation, travel trailers, tent trailers and boat trailers), camper shells, detached campers, all-terrain vehicles, golf carts, or off-road vehicles shall be parked or maintained on any portion of any Lot (except in a garage) or on any street. Notwithstanding the foregoing, cars, light trucks (having a one-ton rating or less), and passenger vans may be parked in garages or driveways at any time without violating this Section 6.18. The Association shall have the right to have any vehicle, vessel or trailer that is parked, kept, or maintained in violation of this provision towed away at the sole cost and expense of the owner of such vehicle, vessel or trailer.

6.18 Kennels/Enclosures. No kennel or other animal enclosure may be placed closer than 25 feet to any Dwelling Unit other than the Dwelling Unit of the Owner of the kennel or animal enclosure.

6.19 Communication Devices. The installation or use, on or in any portion of the Project, of any broadcasting, receiving, satellite and/or wireless signal dishes, antennas or similar devices (collectively, "Communication Devices") that are not permitted and/or regulated by the Federal Communications Commission ("FCC") is prohibited. Communication Devices that are one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, and/or receive or transmit any wireless signals, may be installed only to the extent and in locations that (a) comply with Section 6.19.1, and (b) are clearly permitted under applicable local, state or federal law.

(a) Dwelling Units. Any Communication Devices that are in any way placed, constructed or attached upon any Dwelling Unit must be positioned, maintained and used in a safe and attractive manner and location as reasonably determined by the Board.

(b) Common Areas. Owners are strictly prohibited from constructing or erecting any Communication Device(s) upon any portion of the Common Area.

(c) Liability and Insurance. Owners are responsible for any injury or damage to persons or property caused by their Communication Device(s). Each Owner's homeowner insurance policy must adequately cover any potential liabilities associated with the use any such Communication Device.

(d) FCC Rules. All Communication Device installations must be performed in complete compliance with all applicable laws, rules and regulations. If permits are required, Owner must obtain all such permits prior to installation. The provisions of this Section 6.19 are intended to comply with applicable FCC rules, as may be amended from time to time. All requirements of such FCC rules are hereby incorporated herein. In the event any portion of this Section 6.19 is held to conflict with any applicable laws, rules or regulations, those portions shall be deemed stricken and all other portions of this Section 6.19 regarding Communication Device installation, maintenance, use and insurance will remain in full force and effect.

(e) Waiver. No requirements or restrictions of this Section 6.19 may be verbally waived or changed by the Board. Any such waiver or change will be effective only when placed in a writing, specifically stating the nature of the waiver, that has been approved by a majority of the Board. If any Owner receives the benefit of any waiver or change related to the provisions of this Section 6.19, it shall be that Owner's responsibility and obligation to keep and safeguard the written waiver or change and to produce it upon any future request of the Board.

6.20 No Transient Lodging Uses. All Dwelling Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other similar accommodations for travelers. All Dwelling Units are subject to Davis County restrictions regarding nightly rentals.

6.21 Effect on Insurance. Nothing shall be done or kept in any Dwelling Unit or in the Common Areas that may increase the rate of insurance on the Common Areas without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Dwelling Unit or in the Common Areas which will result in the cancellation of insurance of the Project or any portion of the Project, or which would be in violation of any applicable local, state or federal law.

6.22 Board Rules / Fines. The Board may, by rule or regulation, adopt, clarify, promulgate and/or enforce further requirements or restrictions regarding the use of any portion of the Project. The Board must place such rules and regulations in writing, and must furnish or make available to the Owners a complete copy of such rules and regulations.

ARTICLE VII RESTRICTIONS ON BUILDINGS / STRUCTURES

All buildings or structures located on any Lot shall be subject to the following restrictions:

7.1 Number of Buildings. Only one Dwelling Unit may be constructed on each Lot. All Dwelling Units shall include an attached garage, which must not exceed _____ square feet in area. No other habitable structure and no detached garage shall be permitted on any Lot.

7.2 Placement of Buildings. The entire Dwelling Unit (including the attached garage and any attached porches, decks or balconies) must be located within the boundaries of the Building Pad.

7.3 Building Pads. The size and location of the Building Pad for each Lot shall be solely determined by the Architectural Committee. The Architectural Committee shall, as is reasonably possible, determine and position the size and location of each Building Pad in a manner that attempts to preserve view corridors and open space, positions each Dwelling Unit in an attractive manner, and maintains an appropriate limit on Lot coverage. The Architectural Committee shall make the final determination regarding the size and location of each Building Pad, including whether or not the size and location of the Building Pad reasonably meets the requirements of the Governing Documents including, without limitation, this Declaration and/or the Design Guidelines.

7.4 Dwelling Unit Size. The sizes of the Lots within the Project are intentionally varied. This variation in Lot size is intended to maintain view corridors, preserve open space, and position the Dwelling Units in an attractive manner. No Dwelling Unit may be constructed outside of the Building Pad. The maximum floor area for any one level of each Dwelling Unit may not exceed _____ square feet. This square footage excludes the attached garage, which may not exceed square feet. The floor area includes all habitable area on each level of the Dwelling Unit that is under the roof, not including any porches, balconies and/or decks. Garages are not included in the calculation of the floor area for any Dwelling Unit. Minimum total floor area for each Dwelling Unit shall be _____ square feet. The maximum total floor area for each Dwelling Unit shall not exceed _____ square feet. Variances from the Dwelling Unit size standards and restrictions contained in this Declaration are strictly prohibited unless a written variance is granted at the sole discretion of the Architectural Committee. Notwithstanding any other language of this Article VII, the second story of any Dwelling Unit may not exceed 60% of the main floor square footage to ensure the Dwelling Unit does not have an overpowering "boxy" appearance.

7.5 Building Setback Lines. The entire Dwelling Unit (including the attached garage and any attached porches, decks or balconies) must be located inside the boundaries of the Building Setback Lines for the Lot, as depicted on the Plat.

7.6 Building Height. No portion of any structure on any Lot may exceed 25 feet in height as measured at the natural (existing) grade on the Lot prior to construction to a point halfway between the eaves and the ridge line of the roof. The maximum permissible ridgeline height will be 30 feet above natural (existing) grade, with the intention being to have the structure's mass follow the natural, existing contour of the land. No garage may exceed one story. A Dwelling Unit may include living space above the garage provided the living space is accessible from the interior of the Dwelling Unit. The garage must be attached to the Dwelling Unit and the garage portion of the Dwelling Unit must be secondary in appearance to the main structure of the Dwelling Unit. The width of a front-loaded garage shall not exceed 33% of the width of the front elevation unless approved, in writing, by Architectural Committee. Height of garage doors must not to exceed 10 feet. Doors taller than 10 feet serving garages for recreational vehicles require written Architectural Committee approval. Considerable care during design will be required to appropriately integrate doors of this size into the scale and character of the home.

7.7 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be placed, installed, constructed or maintained on any Lot. This restriction shall not apply to any structure that Declarant may erect or use for administrative, sales and promotional purposes relating to the Project during its development and marketing.

7.8 Fire Sprinklers. Insofar as Davis County requires fire suppression on all dwellings located within the Project, all Dwelling Units must be equipped with an automatic fire sprinkler system in accordance with governmental requirements or, in the absence of governmental requirements, a system that meets standard 13-D of the National Fire Protection Association for residential applications.

7.9 Non-Compliant Buildings or Structures. In the event an Owner constructs or places any structure or building of any kind or any size on a Lot without meeting the requirements for approval as outlined this Declaration or the Design Guidelines, the Board may take such action as necessary to cause the Owner to remove or modify such structure or building as required by Architectural Committee in order to comply with the Governing Documents including, without limitation, this Declaration and/or the Design Guidelines.

ARTICLE VIII LANDSCAPING

The intent of this Declaration is to conserve water and preserve the natural vegetation and condition of the Project, and minimize the visual and ecological impact of the Project, to the greatest extent reasonably possible given the construction and nature of the Project. All landscaping on the Lots shall blend with the natural surroundings, and is subject to the following landscaping standards:

8.1 Designated Disturbance Area. All construction activity for a particular Lot including, for example, grading, excavation, filling, vegetation removal, storage of waste or excavated material, construction access, and any other construction activity shall be confined to the Designated Disturbance Area for such Lot. Prior to the commencement of construction, the Architectural Committee must approve any such construction activity in the Designated Disturbance Area, the Owner must physically mark the Designated Disturbance Area on his or her Lot, and such markings must be maintained throughout all construction activity.

8.2 Re-vegetation. No later than the end of the first fall following substantial completion of any construction, the Owner must re-grade and re-vegetate any portion of the Lot that has been disturbed by construction. Within the Designated Disturbance Area for his Lot, the Owner shall plant vegetation that is natural to the surroundings such as shrubbery, trees or other vegetation and plant species. Such vegetation shall be subject to prior written approval of the Architectural Committee and shall be consistent with the Design Guidelines. Agricultural or farming use on any Lot is prohibited.

8.3 Sprinkler/Irrigation Systems. All Lots may have sprinkler/irrigation systems. Owners may install permanent underground sprinkler/irrigation systems to provide irrigation during re-vegetation and beyond. Sprinkler/irrigation systems may be used as necessary to establish healthy growth of vegetation that may not require long-term irrigation. Prior to the installation of any sprinkler/irrigation system, such system must be approved by the Architectural Committee, must comply with the Design Guidelines, and must be designed to minimize overspray and water waste.

8.4 Private Open Space. It is the intention of this Declaration that the majority of Private Open Space in the Project (not including Private Open Space located along the front of any Lot) is to be left in its undisturbed, natural condition (e.g. no removal of natural vegetation, and no grading, excavating, or filling). However, new vegetation may be planted on Private Open Space in order to enhance existing vegetation with similar species, or with the addition of native species that will grow given the available water and exposure.

Private Open Space located along the front of any Lot may be irrigated and landscaped subject to prior written approval of the Architectural Committee. Vegetation may not be added or removed and no sprinkler/irrigation system may be installed in any Private Open Space without prior written approval of the Architectural Committee.

Restrictions regarding the removal of vegetation from Private Open Space shall not apply to "Dyer's Woad" or any other noxious weeds or plants.

Much of the Private Open Space on each Lot will abut either Common Area or Private Open Space located on an adjacent Lot. Consistent with the Design Guidelines, the landscape transition between any Private Open Space and Common Area, and the landscape transition between any Private Open Spaces located on adjacent Lots, should provide a cohesive and flowing relationship by, for example, blending together tree and shrub massing whenever possible.

8.5 Landscape Maintenance Equipment Storage. When not in use, gardening, lawn or landscaping tools, or similar equipment must be stored such that the tools or equipment are not visible from adjacent streets and other Lots. Such tools and equipment include, without limitation, wheelbarrows, lawnmowers, debris and trash receptacle containers. The use of plastic garden sheeting and protective plant covers is not permitted on the visible side of any Lot unless reasonably screened and of transparent or clear materials.

8.6 Fences. Fencing shall not be permitted within the Project except for such perimeter fencing as Declarant or the Association may install along Project boundaries. Limited decorative interior fencing may be permitted subject to advance written approval by the Architectural Committee, in its sole discretion. No chain link fencing shall be permitted anywhere within the Project including, without limitation, as part of any kennel or other animal enclosure.

8.7 Driveway Access. Driveway access to each Lot must be approved by the Architectural Committee as part of the Building Pad and site plan approval for the Lot. Driveways must be located in a manner to minimize cuts and fills and the need for retaining walls. No driveway may exceed 15% slope. Driveways shall be wide enough to permit two cars to be parked side by side in front of the garage entrance. Cut and fill slopes must be promptly re-vegetated. No Lot shall be accessed from the rear, as illustrated on the Plat.

ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to properly maintain his or her Lot at all times in order to preserve and enhance the beauty and enjoyment of the Project:

9.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his or her Lot and any Improvements located on the Lot in a good state of repair and in an attractive, safe, and healthy condition.

9.2 Retaining Walls. Owners are prohibited from removing or altering, in any manner whatsoever, any retaining wall located on any Lot without prior written permission of the Architectural Committee. Any retaining wall located on any Lot must be continuously and properly maintained by the Owner of such Lot. Such maintenance shall include, without limitation, the prevention of any erosion of the soil surrounding the retaining wall and the removal of unsightly weeds growing in or around such retaining wall. As used throughout this Declaration, the term "retaining wall" shall include any such retaining wall that may have been constructed on a Lot by the Declarant, by the Owner of the Lot, or by any previous Owner of such Lot.

9.3 Repair by Association. In the event an Owner permits his Lot or Improvements to fall into a state of disrepair that is of a dangerous, unsafe, unsanitary, or unsightly condition, the Association may deliver to the Owner written notice describing the noncompliant condition and demanding that the Owner correct the condition within thirty (30) days. If the Owner fails to take corrective action by the end of such 30-day time period, the Association shall have the right, but not the obligation, to enter upon the

offending Lot and take corrective action to abate the condition. Such corrective action may include the removal of any "Dyer's Woad" or other noxious weeds or other plants. Any and all costs of abatement shall be charged to the Owner thereof, who shall promptly reimburse the Association for such costs. Unpaid amounts will bear interest at a rate of interest equal to the prevailing "prime" rate or equivalent thereof in effect in the State of Utah, plus 2%.

9.4 Alterations of Exterior Appearance. Each Owner must maintain his or her Lot and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling may be made without the advance written consent of the Architectural Committee.

9.5 Repair Following Damage. In the event of casualty, loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the casualty, damage or loss without review by the Architectural Committee. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, reasonable in nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance which may be abated by the Association at the sole cost, expense and liability of the Owner.

ARTICLE X BUDGET AND EXPENSES

10.1 Association Budget and Estimated Expenses.

(a) Annual Budget. No later than thirty (30) calendar days prior to the Association's annual meeting, the Board shall prepare and deliver to the Owners a proposed budget which shall set forth an itemization of expenditures for the fiscal year commencing on January 1st and ending December 31st of the upcoming year (the "Annual Budget"). The Annual Budget shall be based upon estimated cash requirements by the Board to provide for the payment of all expenses growing out of or connected with the administration, operation and maintenance of the Project during such fiscal year. The Annual Budget shall itemize the estimated costs for any and all Common Expenses, anticipated receipts (if any), any deficit or surplus from prior operating periods, and the amount to be set aside in the Reserve Fund during such fiscal year. The Annual Budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as a major guideline under which the Project shall be operated and managed during such fiscal year.

(b) Annual Budget Shortfall. If the sum estimated and budgeted for the Annual Budget at any time proves inadequate for any reason the Board may impose a Special Assessment pursuant to Subsection 11.3, below. By way of example, and not limitation, such a shortfall in the Annual Budget may be caused by the failure of any individual Owner (or group of Owners) to pay their Annual or Special Assessment(s), or such shortfall could result from any unanticipated increase in Common Expenses caused by, for example, increased costs to irrigate the Project's entryway landscaping during a particularly dry summer.

(c) Approval of Annual Budget and Annual Assessments. The Annual Budget and Annual Assessments may be reviewed and revised by the Owners at any annual meeting, or at any special meeting called for such purpose pursuant to the requirements for calling a special meeting as set forth in the Bylaws. The proposed Annual Budget and Annual Assessments for the upcoming fiscal year shall become effective unless disapproved at the annual Association meeting (or any special meeting) by a vote of at least a Majority of the Owners. If such Annual Budget and Annual Assessments are not specifically disapproved by a Majority of the Owners the Annual Budget and Annual Assessments shall be deemed approved. Notwithstanding the foregoing, however, if the Association's membership disapproves the proposed Annual Budget and Annual Assessments, or the Board fails for any reason to establish the Annual Budget and Annual Assessments for the upcoming fiscal year, until such time as a new Annual Budget and new Annual Assessments schedule has been established, the Annual Budget and the Annual Assessments in effect for the then current fiscal year shall continue for the succeeding fiscal year.

10.2 Reserve Fund Line Item. The purpose of this Section 10.2 is to comply with Section 57-8a-211 of the Utah Community Association Act, as may be periodically amended or supplemented.

(a) Determination of Reserve Fund Line Item. In calculating, formulating or determining its Annual Budget, the Association must include a "Reserve Fund Line Item" which shall be used to fund the Reserve Fund. The Reserve Fund Line Item shall be in: (A) an amount the Board determines, based upon the reserve analysis, to be prudent; or (B) a higher amount if the Board reasonably determines that such higher amount is required in order to properly maintain or replenish the Reserve Fund as a result of, for example and without limitation, an unexpected depletion of the Reserve Fund due to the repair, replacement, or restoration of Common Areas and/or Common Area Improvements that were not anticipated or accounted for as part of the Association's most recent reserve analysis.

(b) Veto of Reserve Fund Line Item. No later than forty-five (45) calendar days after the day on which the Association adopts the Annual Budget, the Reserve Fund Line Item may be vetoed by the Owners (at a special meeting called by the Owners for the purpose of voting whether to veto the Reserve Fund Line Item) collectively holding at least fifty-one percent (51%) of the voting rights of the Association.

If the Owners veto the Reserve Fund Line Item as provided under this Subsection 10.2.2, and a Reserve Fund Line Item exists in a previously approved Annual Budget that was not vetoed, the Association shall fund the Reserve Account in accordance with that prior Reserve Fund Line Item.

(c) Owner Legal Action. If the Association fails to comply with the requirements of Section 57-8a-211 of the Utah Community Association Act and/or any provisions of this Declaration pertaining to the Reserve Fund Line Item, and the Association fails to remedy such noncompliance within the time period specified under Section 57-8a-211 of the Utah Community Association Act, any Owner may file an action in state court for damages or remedies pursuant to Section 57-8a-211 of the Utah Community Association Act.

10.3 Common Expense Fund. With the exception of those amounts that may be set aside and deposited into the Reserve Fund, or any amounts the Board may elect to deposit into a similar separate special fund (i.e. special capital improvement fund, or any similar fund the Board may establish in order to cover the construction, repair or maintenance of specific Common Area Improvement, etc.), the total amount of any and all Assessments paid by the Owners shall be deposited into the Common Expense Fund.

10.4 Reserve Analysis.

(a) Reserve Analysis Frequency. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) calendar years; and subsequently review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) calendar years.

(b) Reserve Analysis Purpose. As set forth under Section 57-8a-211 of the Utah Community Association Act, the purpose of the reserve analysis is to determine: (a) the need for a Reserve Fund to accumulate money to cover the cost of repairing, replacing, or restoring Common Areas and/or Common Area Improvements that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the Annual Budget (including the Common Expense Fund) or other funds of the Association; and (b) the appropriate amount of the Reserve Fund.

(c) Reserve Analysis Contents. The contents of the reserve analysis, and the manner in which the reserve analysis is reported to the Owners, must comply with the requirements of the Utah Community Association Act, as may be periodically amended or supplemented. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

10.5 Reserve Fund.

(a) Purpose of Reserve Fund. In addition to the needs for which a Reserve Fund is to be established as described under Subsection 10.4.2(a), or any other provisions of this Declaration, the Reserve Fund may also be used to pay for unexpected operating expenses and capital improvements, provided that the costs for such unexpected operating expenses and capital improvements cannot reasonably be funded from the Annual Budget (including the Common Expense Fund) or other funds of the Association.

(b) Funding of Reserve Fund. The Reserve Fund may be funded via the Reserve Fund Line Item described under Section 10.2 of this Declaration.

(c) Use of Reserve Fund. As set forth under the Utah Community Association Act, the Board may not use money in the Reserve Fund (i) for daily maintenance or administrative expenses, unless a Majority of the Owners vote to approve the use of Reserve Fund money for such purpose; or (ii) for any purpose other than those purposes for which the Reserve Fund was established. Nothing in this Subsection 10.5.3 shall be construed to limit the Board from prudently investing money that has been deposited in the Reserve Fund.

(d) Annual Presentation and Discussion of Reserve Fund. As required under the Utah Community Association Act, the Association shall, at each annual meeting of the Owners or at a special meeting of the Owners called for the purpose of addressing the Reserve Fund: (i) present the reserve analysis; and (ii) provide an opportunity for the Owners to discuss reserves and vote on whether to fund the Reserve Fund and, if so, how to fund it and in what amount. The Association shall prepare and keep minutes of each such meeting held and indicate in the minutes any decision relating to funding the Reserve Fund.

10.6 Funds to be Maintained Separately. The Common Expense Fund and the Reserve Fund shall be kept in separate accounts, and shall be established and deposited with a federal or state chartered

bank, savings bank, industrial bank or credit union. In the event the Board elects to establish and maintain any separate fund (i.e. special capital improvement fund or fund to cover the construction, repair or maintenance of specific Common Area Improvement, etc.) a separate account shall be established for each such fund and deposited with a federal or state chartered bank, savings bank, industrial bank or credit union.

10.7 Recordkeeping. As required under the Acts, the Board shall cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas or Common Area Improvements, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Such records shall be available for examination by any Owner at convenient hours of weekdays no later than fourteen (14) calendar days after the Owner makes a written request to examine such records.

ARTICLE XI ASSESSMENTS

11.1 Owner Payment of Assessments.

(a) Assessments. Each Owner, not including the Declarant, shall pay Assessments subject to and in accordance with the procedures set forth below. As used in this Declaration, the term "Assessments" shall include Annual Assessments and Special Assessments as permitted under the Governing Documents.

(b) Purpose of Assessments. Any and all Assessments provided for under this Declaration shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of any real and personal property owned by the Association, paying expenses that may be incurred by the Board and/or Architectural Committee in the performance of their obligations, enforcing of the Governing Documents, and regulating the Project, all as may be more specifically authorized from time to time by the Board.

(c) Equal Amount. All Assessments will be equally imposed against all Lots, whether such Lots are vacant, improved or in the process of being improved.

(d) Obligation to Pay Assessments. Each Assessment shall be joint and several personal debts and obligations of the Owner(s) and contract purchaser(s) of Lots for which the same are assessed as of the time the Assessment is made and shall be collectible as such. Each Owner, by acceptance of a deed or as a party to any other type of conveyance of any Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

(e) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for any Assessments for any reason or circumstance whatsoever including, without limitation, the abandonment of his or her Lot.

(f) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association, the Board or the Architectural Committee to take some action or perform some function required to be taken or performed by the Association, the Board or Architectural Committee pursuant to the Governing Documents, or for any inconvenience to any Owner arising from or related to any maintenance or

repairs, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

(g) Imposition of Assessments. The Board has the sole authority and discretion to determine how and when the Assessments are to be imposed, paid and/or collected.

(h) Application of Payments. All payments received by the Association from Owners shall first be applied to Additional Charges (if any), then to past due Assessments (if any), and then to currently due Assessments.

(i) Account Status. The Association shall provide Owners with timely accounting of the status of their accounts. Such accountings will be considered accurate unless challenged within ninety (90) calendar days of the posting of any item. After 90 calendar days, the costs incurred by the Association to review any item will be the responsibility of the individual Owner.

(j) Statement of Assessments Due. Upon written request by any Owner, the Board shall furnish to such Owner a statement of Assessments due, if any, on his or her Lot. The Association may require the advance payment of a processing charge not to exceed \$25.00 for the issuance of such statement. This written statement of Assessments due shall be conclusive in favor of any person who relies on such statement in good faith.

(k) Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled which, insofar as it adversely affects the Association's lien for unpaid Assessments, each Owner by accepting a deed or other document of conveyance to a Lot hereby waives.

(l) Declarant Exempt. The Declarant shall be exempt from the payment of any Annual Assessments that may be imposed by the Association, the Board or that may be otherwise required under the Governing Documents. However, the Declarant shall not be exempt from the payment of any Special Assessments that may be imposed by the Association, the Board or that may be otherwise required under the Governing Documents.

11.2 Annual Assessments.

(a) Use of Annual Assessments. Annual Assessments shall be levied by the Board against each Lot and its Owner in order to pay the Common Expenses.

(b) Notice of Annual Assessments and Time for Payment. The Board shall notify each Owner in writing as to the amount of the Annual Assessment against such Owner's Lot not less than thirty (30) calendar days prior to January 1st of the upcoming fiscal year. Each Annual Assessment shall be payable in quarterly installments, with each such installment due on the first day of each quarter during the fiscal year to which the Annual Assessment relates. Any Owner may choose to deliver his or her Annual Assessment to the Association in one lump sum payment. The failure of the Board to deliver timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor a release of any Owner from the obligation to pay such Annual Assessment or any other Assessment; however the date when the payment shall become due in such case shall be deferred to a date fifteen (15) calendar days after notice of such Annual Assessment shall have been given to the Owner.

11.3 Special Assessments. In addition to the Annual Assessments authorized by Section 11.2, the Board may, on behalf of the Association, periodically impose special assessments ("Special Assessments") pursuant to this Section 11.3.

(a) Annual Budget Shortfall. If the sum estimated and budgeted for the Annual Budget at any time proves inadequate for any reason the Board may impose a Special Assessment in order to remedy such an Annual Budget shortfall.

Any such Special Assessment deemed by the Board as necessary to remedy an Annual Budget shortfall, and imposed by the Board without the prior approval of the Owners, shall not exceed twenty percent (20%) of the Annual Assessment for the same fiscal year in which the Special Assessment has been imposed. Owners shall be given no less than thirty (30) calendar days written notice of any such Special Assessment caused by an Annual Budget shortfall.

In the event the Board determines an Annual Budget shortfall may only be adequately remedied by a Special Assessment that exceeds twenty percent (20%) of the Annual Assessment for the same fiscal year in which the Special Assessment is to be imposed, such a Special Assessment shall require an affirmative vote or written consent of a Majority of the Owners. In the event the Board is unable to obtain such an affirmative vote or written consent of a Majority of the Owners, the Board may cover the Annual Budget shortfall by using all or any portion of the Reserve Fund.

(b) No Board Majority. If the Board is unable to obtain a majority vote of the Board members to approve any Special Assessment that the Board is otherwise authorized to approve without the Owners' prior approval, the Board shall present such Special Assessment to a vote of the Owners, and such Special Assessment must be approved by a Majority of the Owners.

(c) No Authority to Incur Expenses. This Section 11.3 shall not be construed as an independent source of authority for the Association or the Board to incur expenses, but shall only be construed to prescribe the manner of assessing for Annual Budget shortfalls or any Reserve Fund shortfall.

(d) Notice and Payment. Special Assessments shall be payable on such date(s) and over such time periods as the Board may determine. The Board, in its sole discretion, may allow any Special Assessment to be paid in installments. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners. However, no payment of any Special Assessment, or any portion of any Special Assessment, shall be due less than thirty (30) calendar days after such notice shall have been given.

11.4 Collection of Assessments / Failure to Pay. Each Owner shall be obligated to deliver his or her Assessments to the Association on or before the due date as set forth under this Declaration or otherwise determined by the Board.

(a) Delinquent Assessments. Any Assessment not paid when due shall be immediately deemed as delinquent, and a lien securing the obligation to pay such Assessment shall automatically attach to the Lot, regardless of whether a written notice is recorded.

(b) Late Fees and Accruing Interest. All delinquent Assessment payments shall bear interest at the rate of one percent (1.0%) per month or twelve percent (12%) per annum from the date each such payment becomes due until paid. In addition, a late fee of twenty-five dollars

(\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on all late Assessment payments.

(c) Suspension of Right to Vote. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if that Owner is delinquent in the payment of any of his or her Assessments, and has failed to cure or make satisfactory arrangements to cure the default after the Board has provided written notice pursuant to Subsection 11.4.5.

(d) Suspension of Right to Use Certain Amenities. At the discretion of the Board, an Owner's right to use certain Common Area Improvements may be suspended if that Owner is delinquent in the payment of any of his or her Assessments, and has failed to cure or make satisfactory arrangements to cure the default after the Board has provided written notice pursuant to Subsection 11.4.5. Suspension of any Owner's right to use certain Common Area Improvements will extend to the tenants, guests or other occupants of such Owner's Dwelling Unit (if any).

(e) Notice of Suspension. Before suspending any Owner's right to vote, or before suspending any Owner's right to access or use certain Common Area Improvements, the Board shall give written notice to such Owner. The notice shall state: (A) voting rights and/or right to access or use certain Common Area Improvements will be suspended if payment of the Assessment is not received within three (3) business days; (B) the amount of the Assessment due, including any late fees, interest, and costs of collection; and (C) that the Owner has a right to request a hearing by submitting a written request to the Board within fourteen (14) calendar days from the date the notice is received. If a hearing is requested, the Owner's right to vote or access or use certain Common Area Improvements may not be suspended until after the hearing has been conducted and a final decision has been reached by the Board.

(f) Security Deposit. Any Owner who has been late in delivering payment of his or her Assessments more than twice during any given twelve (12) month period may be required, by the Board to make and maintain a security deposit not in excess of three (3) months of estimated Assessments, which may be collected in the same manner as other Assessments. Such deposit shall be held in a separate fund, credited to such Owner, and such deposit monies may be used by the Board whenever such Owner is more than ten (10) days delinquent in paying his or her Annual Assessment or any other Assessment.

11.5 Lien / Foreclosure.

(a) Lien. The Association shall have a lien on the interest of the Owner in the Lot for (A) any delinquent Assessment, (B) fees, charges, and costs associated with collecting any delinquent Assessment, including, court costs and reasonable attorney fees, late charges, interest, and any other amount the Association is entitled to recover under the Governing Documents, the Acts, or an administrative or judicial decision, and (C) any fine the Association imposes against the Owner of the Lot. The recording of this Declaration constitutes record notice and perfection of the lien described in this Subsection 11.5.1. A lien under this Subsection is not subject to Utah Code Annotated Title 78B, Chapter 5, Part 5, Utah Exemptions Act, as may be amended or supplemented. If an Assessment is payable in installments, the lien described in this Subsection is for the full amount of the Assessment from the time the first installment is due, unless the Association otherwise provides in the notice of Assessment. A lien under this Subsection has priority over each other lien and encumbrance on a Lot except:

- (i) a lien or encumbrance recorded before this Declaration was recorded;
- (ii) a first or second security interest on the Lot secured by a deed of trust or mortgage that is recorded before a recorded notice of lien by or on behalf of the Association; or
- (iii) a lien for real estate taxes or other governmental assessments or charges against

the Lot.

(b) Foreclosure of Lien and/or Collection Action. If the delinquent Assessments remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or to foreclose the lien. Suit to recover a money judgment for the unpaid Assessments shall be maintainable without foreclosure or waiving the lien securing the same.

(c) Foreclosure of Lien as Mortgage or Trust Deed. In order to enforce a lien for any delinquent Assessment, or any of the other fees, charges, costs or fines described under Subsection 11.5.1, the Association may cause a Lot to be sold through nonjudicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Annotated §57-1-24 through §57-1-27 and the Acts, or foreclose the lien through a judicial foreclosure in the manner provided by law for the foreclosure of a mortgage and the Acts. For purposes of a nonjudicial or judicial foreclosure, the Association is considered to be the beneficiary under a trust deed and the Owner of the Lot being foreclosed is considered to be the trustor under a trust deed. An Owner's acceptance of the Owner's interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the trustee designated as provided in this Section for the purpose of securing payment of all amounts due under this Declaration and the Acts. In any such judicial or nonjudicial foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of any such judicial or nonjudicial foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Board shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Lot in the name of the Association.

(d) Appointment of Trustee. If the Board elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the trustee identified under Section 2.8 of this Declaration, and hereby confers upon said trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended or supplemented. In addition, each Owner hereby transfers in trust to said trustee all of his or her right, title and interest in and to the Lot for the purpose of securing his or her performance of the obligations set forth herein.

(e) Notice of Foreclosure. At least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Association shall provide notice to the Owner of the Lot that is the intended subject of the nonjudicial foreclosure. The notice shall (A) notify the Owner that the Association intends to pursue nonjudicial foreclosure with respect to the Owner's Lot to enforce the Association's lien for an unpaid Assessment; (B) notify the Owner of the Owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure; (C) be sent to the Owner by certified mail, return receipt requested; and (D) be in substantially the following form:

NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE. Orange Grove Homeowners Association, Inc., the association for the project in which your lot is located, intends to foreclose upon your lot and allocated interest in the common areas using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your lot and to collect the amount of an unpaid assessment against your lot, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my lot," or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 15 days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is [insert the current address of the Association for receipt of a demand].

(f) One-Action Rule Inapplicable. As provided under the Acts, the one-action-rule provided in Utah Code Annotated Subsection 78B-6-901(1) shall not apply to the Association's judicial or non-judicial foreclosure of a lien for unpaid Assessments.

11.6 Remedies Cumulative. The remedies provided to the Association under this Article XI are cumulative and the Association may pursue any such remedies concurrently, as well as any other remedies which may be available under law although not expressed herein.

ARTICLE XII EASEMENTS AND THIRD PARTY RIGHTS

12.1 Easements Reserved by Declarant. Declarant hereby reserves to itself and its assigns, and for the benefit of the Association and all the Owners, the following described perpetual non-exclusive easements over all portions of the Project:

(a) Construction and Marketing Easements and Related Rights.

(i) The right to, from time to time, construct, install, inspect, maintain, repair and replace any utilities or infrastructure to serve the Project including, without limitation, electricity, water, sewer, phone, communications cables, and storm water and drainage systems which may include detention and retention ponds for the Project and any land that may become part of the Project;

(ii) The right to, from time to time, construct, maintain and repair earth walls, slopes, retaining walls and other supports, provided that any such action taken or any other use of such easements does not unreasonably impair the use of the Lots affected thereby;

(iii) The right to, from time to time, construct and maintain offices, prefabricated structures, booths or other structures for administrative, sales and promotional purposes relating to the Project during its development and marketing;

(iv) The right to install and maintain temporary or permanent signs for the purpose of marketing, promoting and/or providing directions to Lots located within the Project or any other real estate projects (e.g. condominium or townhouse developments) that may be accessed using any streets, sidewalks or paths located within the Project; and

(v) The right to establish vehicular and/or pedestrian access from the Project to other nearby real estate projects (e.g. condominium or townhouse developments) such that the managers, developers and owners of such nearby real estate projects (including the agents, employees, guests and invitees of such managers, developers and owners) may access those real estate projects using streets, sidewalks and/or paths located within the Project.

(b) Landscaping and Drainage Easements.

(i) The right to, from time to time, re-vegetate, landscape, beautify or maintain any portions of the Project (except those portions occupied by Dwelling Units) to the extent deemed by Declarant or Association as necessary to mitigate any undesirable visual impact of the Project; and

(ii) The right to, from time to time and to the extent permitted by Utah law, preserve, improve, maintain, restore and re-vegetate natural and man-made storm drainage or storm water detention features, and to convey or hold water in such features in order to adequately control surface water and/or control erosion.

12.2 Nature of and Creation of Easements. Unless otherwise set forth herein, any easement reserved in this Declaration shall be deemed to be nonexclusive, and each easement in favor of an Owner shall be deemed to be appurtenant to and for the benefit of the Lot owned by such Owner. Any and all easements reserved in this Declaration shall be deemed to be in full force and effect upon recordation of this Declaration in the public records, whether or not referred to, reserved and/or granted in any instrument of conveyance.

12.3 Minimal Interference. All work associated with the exercise of any easements described in this Declaration shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the person(s) or entity exercising the easement shall make reasonable efforts to restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into any Dwelling Unit, nor shall it unreasonably interfere with the use of any Dwelling Unit.

12.4 No Declarant or Association Obligation. Notwithstanding the various easements reserved to Declarant or granted to the Association under this Declaration (which, for example, give the Declarant and Association the right to construct, install, inspect, maintain, repair and/or replace, various infrastructure and improvements such as utilities, retaining walls, landscaping, and drainage systems) neither the Declarant nor the Association are in any way obligated to perform such functions or engage in such activities on any Lot. Neither the Declarant nor the Association may be held liable for any property damage, bodily injury or death directly or indirectly related to the failure or refusal of Declarant or the Association to perform such functions or engage in such activities.

ARTICLE XIII
INSURANCE

The provisions of this Article XIII are intended to comply with the insurance requirements of the Utah Community Association Act, as may be periodically amended or supplemented. The Association shall comply with any such insurance-related requirements of the Utah Community Association Act that are not otherwise set forth in this Article XIII. In the event of any conflict between the insurance requirements of the Utah Community Association Act and this Article XIII, the requirements of the Utah Community Association Act shall control.

13.1 Property Insurance. The Association shall maintain, to the extent reasonably available using typical insurance carriers and markets, (a) property insurance on Improvements located on the Project that are owned, managed and/or controlled by the Association, if any, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and (b) liability insurance, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. If the Association becomes aware that property insurance or liability insurance is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available.

13.2 Comprehensive General Liability (CGL) Insurance. The Association shall obtain Comprehensive General Liability (CGL) insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area (including Common Area Improvements) or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

13.3 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three months of Annual Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) officers, directors, or any other members of the Board of Directors, (b) any members of the Association, (c) employees and volunteers of the Association, (d) any manager of the Association, and (e) officers, directors, and employees of any manager of the Association.

13.4 Directors and Officers Insurance. The Association shall obtain directors' and officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

13.5 Association Personal Property. The Association shall maintain insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.6 Workers' Compensation Insurance. The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board of Directors deems appropriate.

13.7 Insurance Trustee. An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association's policy. Notwithstanding the above, the insurance proceeds for a loss under a property insurance policy of the Association are payable to an Insurance Trustee that the Association designates or, if no Insurance Trustee is designated, to the Association, and may not be payable to a holder of a security interest. An Insurance Trustee or the Association shall hold any insurance proceeds in trust for the Association, the Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After such disbursements are made and the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the Association, the Owners, and lien holders.

13.8 Insurance Trustees; Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

13.9 Miscellaneous.

(a) Waiver of Liability. The Association and Board that acquires from an insurer the property insurance required in this Section is not liable to Owners if the insurance proceeds are not sufficient to cover 100% of the full replacement cost of the insured property at the time of the loss.

(b) Election to Restore in Lieu of Cash Settlement. Each such policy shall provide that, notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(c) Name of the Insured. The named insured under each policy shall be in form and substance essentially as follows: " Orange Grove Homeowners Association, Inc. a Utah non- profit corporation, for the use and benefit of the individual Owners."

(d) Certificate of Insurance. An insurer that issues any insurance policy under this Section, or the insurer's authorized agent, shall issue a certificate or memorandum of insurance to the Association, an Owner, and a holder of a security interest, upon the Association's, an Owner's or the holder's written request.

(e) Cancellation or Nonrenewal Subject to Procedures. A cancellation or nonrenewal of any insurance policy under this Paragraph is subject to the procedures stated in Utah Code Annotated § 31A-21-303.

(f) Qualifications of Insurance Carriers and General Coverage Requirements. The Association shall use insurance carriers licensed to do business in Utah and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

(g) Waiver of Subrogation. An insurer under a property insurance policy or liability insurance policy obtained under this Article waives the insurer's right to subrogation under the policy against any Owner or member of the Owner's household.

(h) Additional Coverage. The provisions of the Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by the Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

(i) Review of Insurance. The Board shall annually review (or cause a review) of the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may select.

ARTICLE XIV AMENDMENT TO DECLARATION

Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Amendments may be adopted at a meeting of the Owners if Owners holding sixty-seven percent (67%) of the voting rights of the Association vote in favor of such amendment, or without any meeting if all Owners have been duly notified and Owners holding sixty-seven percent (67%) of the voting rights of the Association consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the Secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the Recorder's Office and any other appropriate governmental offices. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

ARTICLE XV EXPANSION OF PROJECT

15.1 Expansion of Project. At any time within a period of seven years from the date this Declaration is recorded, the Declarant may add any additional land adjacent to the Property which may be owned or acquired by Declarant during such time period to this Declaration and cause the same to become a part of the Project by recording a subdivision plat describing the additional land and the Lots

created on it, and a Supplemental Declaration hereto stating that it is the intention of the Declarant to add such additional land to the Project, and to have that land be subject to these same Covenants.

15.2 Expansion of Architectural Committee. In the event that the Declarant is no longer able to appoint at least one member of the Architectural Committee at the time of the expansion of the Project, the Architectural Committee will be increased by one member at the time of the expansion, and the Declarant will be able to appoint one member, provided that when 75% of the Lots in the expanded area are sold to third parties, the right of the Declarant to appoint a member to the Architectural Committee will cease.

15.3 No Obligation to Expand. The Declarant reserves the right to add some or all of the additional land to the Project, but is under no obligation to do so. The additional land, if not added to the Project, may be developed in a manner that is different from that described in this Declaration.

15.4 Expansion in Phases. The Declarant may exercise its right to expand the Project in one or more phases or stages, and the addition of some of the expansion area does not obligate the Declarant to add the balance of the land to the Project.

ARTICLE XVI GENERAL PROVISIONS

16.1 Remedies. These Covenants may be enforced as follows:

(a) Any single or continuing violation of the Governing Documents may be enjoined in an action brought by the Association or any Owner. In any action brought to enforce the Governing Documents, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.

The failure to cure a violation within ten (10) days (or such longer period as the Board shall grant in its sole discretion) after receipt of notice of the imposition of a fine related thereto shall constitute a recurrence of such violation. Any fine which is not paid within thirty (30) days after notice thereof is issued shall bear interest from such date at the Default Rate, and there shall be added thereto reasonable attorneys' fees (whether or not legal action is commenced) and, if legal action is commenced, the costs of such action. All fines and charges (collectively, "Charges") related to a Lot, the occupants thereof or a particular Owner shall be the personal obligation of such Owner and shall be secured by a lien that may be foreclosed as a mortgage under Utah law.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants in the future or against other similar violations.

16.2 Service of Process. Service of process for the purposes provided in the Acts may be made upon the offices of the Manager of the Association or upon the President of the Association. The Board

may at any time designate a new or different person, entity or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then President of the Association.

16.3 Notices for All Purposes.

(a) Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered three (3) business days after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Dwelling Unit or Lot shall be sufficient if mailed to the Dwelling Unit or Lot of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board shall be given to the President or Secretary.

(b) Mortgagee Notice. Upon written request therefor a Mortgagee, or deed of trust beneficiary of any Dwelling Unit or Lot shall be entitled to be sent a copy of any notices respecting the Dwelling Unit or Lot covered by his security instrument until the request is withdrawn or the security right discharged. Notices will only be sent to those on record of the Association as requesting such notifications. The Association is not responsible to search for entities that may be entitled to receive notification.

16.4 Security Disclaimer. The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. Neither the Association, nor the Board shall in any way be considered insurers or guarantors of security within the Project, however; and neither the Association, nor the Board shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Dwelling Unit or Lot Owners and occupants, their family, guests and invitees, acknowledge and understand that the Association and Board have made no representations or warranties, nor have they relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Project.

16.5 Limited Liability. Neither the Declarant, any member of the Board or the Architectural Committee, nor any individual Owners or members of the Association shall have personal liability to any other Owner for action taken or inaction under the Governing Documents, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority under the Governing Documents.

16.6 Mechanics Liens. Liens for materials, labor or money against any Dwelling Unit or Lot Owner or the Association are to be indexed in the public records under the name of the Dwelling Unit or Lot and Dwelling Unit or Lot Owner. With regard to a lien on multiple Dwelling Units or Lots for materials, labor or money provided to the Association or affecting the Common Areas, a Dwelling Unit or Lot Owner may pay his prorata share of the amount of any lien and that shall be sufficient to release the lien as to his Dwelling Unit or Lot. Any person, entity or organization who elects to provide materials or perform labor at the Project shall do so subject to the terms, covenants, and conditions of this Section 16.6.

16.7 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Acts or as covenants affect the common plan.

16.8 Effective Date. This Declaration shall take effect upon recording.

16.9 Term; Renewal. This Declaration, as it may be amended, shall continue in full force for a term of fifty (50) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least Sixty-Seven Percent (67%) of the then Owners has been recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case it shall terminate as of the date such instrument is properly recorded with the Recorder. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

16.10 Rules Against Perpetuities and Unreasonable Restraints. As provided under Section 57-8a-108 of the Utah Community Association Act, the rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat any provision of the Governing Documents. Accordingly, no provision of this Declaration shall be deemed unlawful, void, or voidable by reason of any applicable law restricting the period of time that covenants running with the land, or conditions on land, may be enforced.

16.11 Liberal Construction. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Project consistent with applicable Utah law. It is intended and covenanted also that, insofar as it affects the Governing Documents and the Project, the provisions of the Acts referenced herein shall be liberally construed to effectuate the intent of the Governing Documents insofar as reasonably possible. In the event any provision of the Governing Documents is deemed as inconsistent with or illegal under any provision of the Acts (or any other applicable Utah law, rule or regulation) then the applicable provision(s) of the Acts (or any other applicable Utah law, rule or regulation) shall govern.

16.12 Consistent with Acts. Capitalized terms such as, but not limited to, "Association", "Common Areas", "Common Expenses", and "Project", as used in this Declaration are intended to have the same meaning given in the Acts unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

16.13 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting the Acts, and operating independently of the Acts should the Acts be, in any respect, inapplicable.

16.14 "Person", etc. When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include deeds of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

16.15 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of the substantive provisions hereof. The various exhibits referred to herein by reference are hereby incorporated herein as though fully set forth where such reference is made.

16.16 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

16.17 Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement five feet in width around the perimeter of the Lot for the installation and maintenance of utility services to the Project. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

16.18 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery. Notices delivered electronically by email and similar are deemed "delivered" as well.

EXECUTED as of the date stated above.

"Declarant"

By: _____ Name:
Its: _____

STATE OF UTAH)
 : ss)
COUNTY OF _____)

On this _____ day of _____, in the year 2014, before me a notary public, personally appeared (name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

_____ Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
BYLAWS
OF
ORANGE GROVE HOMEOWNERS ASSOCIATION, INC.

BYLAWS
OF
ORANGE GROVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is Orange Grove Homeowners Association, Inc. (the "Association"). The principal office of the corporation is located in Davis County ("County"), Utah.

ARTICLE 2
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article 2, for purposes of these Bylaws, shall have the meanings herein specified. Capitalized terms which are not otherwise defined have the meaning given such terms in the Declaration.

- 2.1 "Act" means the Utah Revised Nonprofit Corporations Act, UCA .
- 2.2 "Articles" means the Articles of Incorporation of the Association as filed with the Division, and as they may from time to time be amended.
- 2.3 "Association" means Orange Grove Homeowners Association, Inc., a Utah nonprofit corporation, including its successors and assigns.
- 2.4 "Board" or "Board of Directors" means the governing body of the Association, elected in accordance with the Bylaws and the Declaration.
- 2.5 "Bylaws" means these Bylaws, as amended from time to time.
- 2.6 "Code" means the Utah Code Annotated. Reference to a particular statute includes any amendment or successor of that statute.
- 2.7 "Common Elements" means all the real and personal property and Improvements (including easements) owned at any time by the Association for the common benefit, use and enjoyment of all of the Owners, as further provided in the Declaration.
- 2.8 "Declarant" means _____, its successors and assigns to the extent provided in any written assignment of rights by Declarant and assumption of obligations by the assignee.

2.9 "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Orange Grove, recorded with the Davis County, Utah Recorder, as amended, changed or modified from time to time.

2.10 "Fiscal Year" means the fiscal year of the Association.

2.11 "Governing Documents" means the Declaration, the Articles and the Bylaws, as they may be amended from time to time, and any exhibits thereto; and the Rules, each as established from time to time by the Board pursuant to the Declaration.

2.12 "Lot" means any numbered building lot shown on any official plat of all or any portion of the property included in the subdivision subject to the Declaration.

2.13 "Member" means a person entitled to membership in the Association.

2.14 "Member in Good Standing" means a Member whose voting rights have not been suspended in accordance with Section 14.2.

2.15 "Mortgage" means a mortgage, deed of trust or other security instrument encumbering a Lot.

2.16 "Mortgagee" means a beneficiary or holder of a mortgage, deed of trust or other security instrument encumbering a Lot.

2.17 "Owner" means the person or persons, including Declarant, holding a fee simple interest to a Lot, excluding those persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale.

2.18 "Rules" means the rules and regulations adopted by the Board pursuant to the Declaration, as they may be amended from time to time.

ARTICLE 3 MEMBERS

3.1 Qualifications.

(a) Each Owner of a Lot (including Declarant if, and so long as, it is the Owner of a Lot), by virtue of being such an Owner and for so long as he or she is such an Owner, shall be a Member of the Association.

(b) No person shall exercise the rights or privileges of membership in the Association until satisfactory proof of ownership has been furnished to the Board. Proof of ownership of a Lot may consist of a copy of a valid deed or a title insurance policy showing that person to be the Owner of a Lot, or such documentary or other proof as the Board, in its discretion, deems satisfactory.

3.2 Voting. The Association shall have one (1) class of voting membership as set forth in the Articles and in the Declaration.

ARTICLE 4

MEETINGS OF MEMBERS

4.1 Annual Meetings. The annual meeting of Members shall be held annually on the second Thursday of February in each calendar year at a time and place specified by the Board. If an annual meeting date falls upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next business day thereafter.

4.2 Regular Meetings. At each annual meeting, the Members shall, if required by the Act or elected by members, schedule a regular meeting of the Members to be held six months after the annual meeting as required by the Act or elected by the Members.

4.3 Special Meetings. Special meetings of Members for any purpose may be called by the President, a majority of the Board or a written request for a special meeting signed by Members representing at least 10% of the voting power of the Association.

4.4 Notices. Written notice of annual, regular and special meetings of the Association shall be given to the Members either personally or by sending a copy of the notice through the mail or by telecopy or email to such Member appearing on the books of the Association or supplied in writing by the Member to the Association for the purpose of notice. If no address is supplied, notice shall be deemed to have been given if mailed to the address of the Lot. Except as otherwise provided below, notices shall be given not less than ten (10) days and not more than sixty (60) days before each meeting. If notice is given by mail, the notice shall be mailed by first-class, registered or certified mail. Such notices shall specify the place, the date, and the hour of the annual, regular or special meeting and any other matter required by the Act, and include an agenda for the meeting that complies with the requirements of the Act.

If an assessment for a capital improvement is to be considered at a meeting or action is to be taken on an assessment for a capital improvement or a lawsuit requiring approval of the Members, notices shall be given not less than twenty-one (21) days before the meeting.

4.5 Quorum. The presence in person or by proxy in accordance with the Governing Documents of fifty percent (50%) of the voting power entitled to vote at any meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, even though a quorum is not maintained throughout the meeting.

4.6 Adjourned Meetings and Notice Thereof. Any membership meeting, annual, regular or special, whether or not a quorum is present may be adjourned from time to time by the vote of a majority of the voting power present, but in the absence of a quorum no other business may be transacted at any such meeting.

Unless a meeting is adjourned for more than thirty (30) days, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting other than by an announcement at the meeting at which such adjournment is taken of the time and place of the adjourned meeting. When a membership meeting, either annual, regular or special, is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting. If a time and place for the adjourned meeting is not announced at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 4.4 hereof.

4.7 Record Date for Notice. Only those Members appearing in the official records of the Association on the date forty-five (45) days prior to the scheduled date of a membership meeting, as record Owners, shall be entitled to notice of that meeting.

4.8 Proxies. Every Member entitled to attend, vote at or exercise consents with respect to any meeting of the Members may do so either in person, or by a representative, known as a proxy, duly authorized by an instrument in writing, filed with the Secretary of the Association prior to the meeting to which it is applicable. A proxy may be revoked at any time by actual notice to the Board or by attendance in person by the Member giving the proxy at the meeting for which such proxy was given. A proxy is void if it is not dated or purports to be revocable without notice. In any event, no proxy shall be valid after the expiration of one (1) year from the date of the proxy, unless a shorter expiration is provided for in the proxy. Such powers of designation and revocation may be exercised by the guardian of a Member's estate or by his or her conservator, or in the case of a minor having no guardian, by the parent entitled to his or her custody, or during the administration of a Member's estate, by his or her executor or administrator where the latter's interest in such property is subject to administration in his or her estate.

4.9 Members in Good Standing. Notwithstanding any other provision contained in the Governing Documents, only those Members in Good Standing shall be entitled to vote, whether in person, by proxy or ballot.

4.10 Place of Meetings. Members' meetings shall be held within the State of Utah, at a meeting place reasonably convenient to the Owners taken as a whole.

4.11 Membership Approval. Except as otherwise provided, if there are any provisions in these Bylaws or the Declaration calling for membership approval of action to be taken by the Association then such approval shall be by the prescribed percentages of the voting power of the membership and, if none, then by a majority of the voting power of the Members.

4.12 Waiver of Notice. The transactions of any meeting of Members, either annual, regular or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof.

4.13 Method of Voting and Actions without Meeting. Elections or questions (including advisory questions) to be submitted to all or any part of the membership of the Association may be decided at a meeting (by voice or by ballot), by mail or at polling places designated by the Board. Unless otherwise approved by the Board, all elections for Directors shall be by secret written ballot. The Board shall determine the method of voting by resolution and give notice thereof as provided in Section 4.4 of these Bylaws. Without limiting the foregoing, except as limited by Utah law (as now or hereafter in effect), any action that may be taken by the vote of Members at an annual, regular or special meeting, may be taken without a meeting. An action that may be taken at a regular or special meeting of Members (including the election of Directors, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution) or other questions that come before the Association, may be taken or considered without a meeting if the Association mails or delivers a written ballot to every Member entitled to vote on the matter.

In the case of a vote by mail, the Secretary of the Association will give written notice to all Members, which notice must: (a) set forth each proposed action or, if applicable, candidate; and (b) provide an opportunity to vote for or against each proposed action. The notice shall also include the

following: (i) a proposed written resolution setting forth a description of the proposed action; (ii) a statement of the number of responses needed to meet the requirement of a quorum and the percentage of approvals necessary to approve each matter other than election of directors; (iii) a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received; and (iv) the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this section. A written ballot may not be revoked.

Approval by written ballot under this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.14 Vote Appurtenant to Lot. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Member may give a revocable proxy in the manner described above, or may assign his or her right to vote to a tenant actually occupying his or her Lot or the Member's Mortgagee for the term of the lease or Mortgage. Any sale, transfer or conveyance of a Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a tenant or Mortgagee as provided herein.

ARTICLE 5

BOARD OF DIRECTORS: ELECTION AND TERM OF OFFICE

5.1 Number and Qualification of Directors. The affairs of the Association will be managed by a Board of not less than three and no more than seven directors ("Directors"), all of whom shall be Members. The initial number of Directors shall be three (3) until such time as the number is increased as provided in Section 5.3(a) or the number of Directors is changed by amendment to these Bylaws. Each Director must be familiar with the Governing Documents and the provisions of the Act.

5.2 Election of Directors; Term of Office of Directors After Declarant Control Period. At the first annual meeting of the membership, all Directors shall be elected by the Members to serve until the annual meeting of the Corporation. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of one year. The Directors elected by the Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

5.3 Removal of Directors. Any Director may be removed, with or without cause, at any regular or special meeting of the Members by 67% of the votes of the Members entitled to vote for election of that Director. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least 10 days prior to the date of such meeting and will be given an opportunity to be heard at such meeting. Any director elected by the Members who has three consecutive unexcused absences from Board meetings or who is not a Member in Good Standing may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present.

5.4 Vacancies.

Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. The term of the Director so elected will be coincident with the term of the replaced Director.

5.5 Compensation. No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. Nomination for election to the Board shall be made by the Board or by a nominating committee appointed by the Board. Nominations may also be made from the floor at the annual meeting of the Members. A nominating committee may be appointed by the Board prior to each annual meeting of the Members, to serve from the close of that meeting until the close of the next annual meeting, in which case the appointments shall be announced at each annual meeting. The Board or the nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members in accordance with the qualifications set forth in Section 5.1 above.

6.2 Election. Election to the Board shall be by secret ballot. At such elections, members (or their proxies) may cast, in respect to each vacancy, one vote. The person receiving the greatest number of votes for each vacancy shall be elected. Cumulative voting shall not be permitted.

ARTICLE 7 MEETINGS OF DIRECTORS

7.1 Annual Organizational Meeting. An annual meeting of the Board for the purpose of organization, election of officers and the transaction of other business shall be held immediately following the adjournment of the annual meeting of the Members. Notice of such meeting is hereby dispensed with.

7.2 Regular Meetings and Notice Thereof. At each annual meeting of the Board, the Board shall adopt a schedule setting forth the time, date and place of other regular meetings of the Board to be held at least quarterly during the forthcoming year. Notice of the time, date and place of a regular meeting shall be given to the Members if and as required by the Act and also communicated to the Directors not less than five (5) days prior to such meeting; provided, however, that notice of a regular meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

7.3 Special Meetings and Notice Thereof. Special meetings of the Board may be called at any time by the President or, if he or she is unable or refuses to act, by the Vice-President or by any two (2) Directors. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be sent to all Directors by first-class mail or electronic mail not less than four (4) days prior to the scheduled time of the meeting, or delivered personally or by telephone or teletype not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of a special meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of a special meeting shall also be given to the Members if required by the Act.

7.4. Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board; unless the law, the Articles, the Declaration or the Bylaws require a greater number.

7.5. Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and hour; provided, however, that in the absence of a quorum, a majority of Directors present at the Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

7.6. Entry of Notice. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall constitute a rebuttable presumption that due notice of such special meeting was given to such Director as required by law and these Bylaws.

7.7. Notice of Adjournment. Notice of any adjournment of any Directors' meeting, either regular or special, to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were present at the time of the adjournment.

7.8. Meeting Place. All regular and special meetings of the Board shall be held within the State of Utah, in a location reasonably convenient to all Directors.

7.9. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though transacted at a meeting to be held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

7.10. Open Meetings. Regular and special meetings of the Board shall be open to all Members; provided, however, that Members who are not on the Board may not participate in any deliberations or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board or required by the Act, and, in any case, shall be subject to such reasonable limitations as the Board may impose.

7.11. Executive Sessions. The Board may, with the approval of a majority of a quorum of the Directors adjourn a meeting and reconvene in executive session to discuss and act upon matters described in Section 8.4, personnel matters, litigation in which the Association is or may become involved, orders of business of a similar nature and matters otherwise permitted by the Act to be discussed in executive session. The nature of any and all business to be considered in executive session shall first be announced in open session. Only Directors shall be entitled to attend Executive Sessions.

7.12. Action Without Meeting. The Board may take action without a meeting if all of the Directors consent in writing to the actions to be taken. If the Board resolves by unanimous written consent to take an action, an explanation of the action to be taken shall be given by the Board to the Members of the Association within three (3) days after all written consents have been obtained in the manner provided in Section 7.2 hereof for the giving of notice of regular meetings of the Board.

7.13 Telephonic Meetings. Unless otherwise restricted by the Articles or these Bylaws, Directors or Members of any committee designated by the Board, may participate in a meeting of the Board or committee by means of a conference telephone network or a similar communications method by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.13 constitutes presence in person at such meeting. Each person participating in the meeting shall sign the minutes thereof. The minutes may be signed in counterparts.

ARTICLE 8
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. The Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association, which shall include the following powers and duties:

- (a) Adopt and amend the Bylaws and the Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves; (c) Collect Assessments for Common Expenses from Owners;
- (d) Hire and discharge Managers;
- (e) Hire and discharge employees, independent contractors and agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name, on behalf of the Association or two or more Owners on matters affecting the Common Elements;
- (g) Make contracts and incur liabilities so long as all contracts be for a period of time not more than two (2) years, or otherwise provide for the Association's right to terminate not less than every two (2) years;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property;
- (k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and Regulations of the Association;

(n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration and statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by the Act, Declaration or Bylaws;

(r) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association;

(t) Direct the removal of vehicles (including, without limitation, boats and trailers) improperly parked, or otherwise in violation of the Declaration generally and Section 9.13 thereof particularly, on property owned or leased by the Association ; and

(u) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 45 days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting.

8.2 Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, the records to include but not be limited to a membership register, books of account and minutes of meetings of the Members, and of the Board, and to present a statement thereof to the Members at the annual meeting of the Members, or at any regular or special meeting when such statement is requested in writing by one- fourth (1/4) of the Members in Good Standing who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot;

(2) send written notice of each assessment to every Owner subject thereto;

and

(3) foreclose the lien against any Lot for which assessments are not paid or bring an action at law against the Owner personally obligated to pay the same.

(d) furnish or cause an appropriate officer or officers to furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance;

(e) procure and maintain the liability and other insurance required by the Declaration with respect to property owned by the Association or otherwise subject to the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Elements to be maintained as provided in the Declaration;

(h) at least thirty (30) days and not more than sixty (60) days prior to the commencement of each Fiscal Year of the Association, prepare and distribute to Members a budget and prior to the commencement of the Fiscal Year, the Board shall adopt a budget for the Association consisting of at least the following information:

(1) Estimated revenue and expenses on an accrual basis;

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies; and

(3) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Elements and facilities for which the Association is responsible;

(i) cause a financial statement (including a balance sheet and income and expense statement) of the affairs of the Association to be made as of the last day of each Fiscal Year of the Association; and

(j) Make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the Eligible Insurer, current copies of the Declaration, the Articles, these Bylaws, the Rules and all other books, records and financial statements of the Association. "Available" as used in the paragraph shall at least mean available for inspection upon request during normal business hours or under other reasonable circumstances.

8.3 Restrictions on Powers of Board.

(a) In addition to any restrictions contained in the Declaration, the Association shall be prohibited from taking any of the following actions without the vote or written assent of Members representing fifty-one percent (51%) or more of the voting power of the Members:

(1) Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may

cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association;

- (2) Filling a vacancy on the Board created by the removal of a Director;
- (3) Incurring aggregate expenditures payable by the Association for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
- (4) Selling any property of the Association; and
- (5) Imposing an Assessment greater than the Assessment approved by the members at the immediately preceding annual meeting of the Association.

(b) The Association shall be prohibited from hypothecating any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred without the vote or written assent of two-thirds (2/3) of the Members of the Association:

Notwithstanding the foregoing, for so long as there is any Lot for which this Association is obligated to provide management, maintenance, preservation or control, then, without the approval of one hundred percent (100%) of the Members, this Association or any person acting on its behalf shall not transfer all or substantially all of its assets or file a certificate of dissolution.

8.4 Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of the Declaration or the Rules and Regulations unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (1) the alleged violation;
- (2) the action required to abate the violation; and
- (3) the time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its authorized representative shall serve the violator with written notice of a hearing to be held by the Board or an authorized committee thereof in executive session. The notice shall contain:

- (1) the nature of the alleged violation;
- (2) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(3) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(4) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof that the required notice and invitation to be heard has been complied with shall be placed in the minutes of the meeting. Proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. If the hearing is before a committee of the Board, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within ten (10) days after receipt of notification of the decision.

8.5 General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

8.6 Reserves. As a part of the adoption of the regular budget pursuant to Section of the Declaration, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Element improvements.

ARTICLE 9 OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of the Association shall be a President, together with a Vice President, Secretary, and Treasurer, such other officers as the Board may from time to time by resolution create, all of whom shall be Directors.

9.2 Election of Officers. The election of officers shall take place at the first organizational meeting of the Board and thereafter at the regular meeting of the Board which follows each annual meeting of the Members.

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

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

9.5 Removal and Resignation. Any officer may be removed either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 hereof.

9.8 Duties. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, and, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. He or she shall preside at all meetings of all of the Members and at all meetings of the Board. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws. The President shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association (subject to Section 13.2 hereof). The President shall see that orders and resolutions of the Board are carried out.

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

(c) Secretary. The Secretary shall be responsible for recording the votes and keeping the minutes of all meetings and proceedings of the Board and of the Members; keeping the corporate seal of the Association and affixing it on all papers requiring the seal; serving notice of meetings of the Board and of the Members; keeping appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as may be required by the Board.

(d) Treasurer. The Treasurer shall be the chief financial officer of the Association and shall be responsible for the following duties: receiving and depositing in appropriate bank accounts all monies of the Association and disbursing such funds as directed by resolution of the Board; signing all checks and promissory notes of the Association (subject to Section 13.2 hereof); keeping proper books of account; causing an annual financial review of the Association books to be made by a certified public accountant at the completion of each fiscal year; and preparing the annual budget and a statement of income and expenditures required by these Bylaws.

ARTICLE 10 BOOKS AND RECORDS

10.1 Inspection. The original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, the membership register, books of account and minutes of meetings of the Members, the Board and of committees of the Board shall be kept at the office of the Association or at such other place within the Subdivision as the Board shall prescribe and shall be made available for inspection and copying by any Member of the Association, or by his or her duly-appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Member. The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents requested by a Member.

10.2 Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director shall include the right, at his expense, to make extracts and copies of documents.

ARTICLE 11 AMENDMENTS

Except as otherwise provided herein, new Bylaws may be adopted or these Bylaws may be amended or repealed by the vote of fifty-one percent (51%) of the Members or by the written consent of such Members. Notwithstanding the foregoing, no material amendment to these Bylaws shall be made without the consent (by vote or written consent) of Members representing sixty-seven percent (67%) or more of the voting power of the Members of the Association. The term "material amendment" as used herein shall be defined to mean additions or amendments to provisions of these Bylaws which establish, provide for, govern or regulate any of the following: (a) voting; (b) assessments, assessment liens, or subordination of such liens; (c) reserves for maintenance, repair and replacement of Common Elements; (d) insurance or fidelity bonds; (e) rights to use of the Common Elements; (f) responsibility for maintenance and repair of the several portions of the Association property; (g) expansion or contraction of the Association or the addition, annexation or withdrawal of property to or from the Association; (h) boundaries of any Lot; (i) the interests in the Common Elements; (j) convertability of Lots into Common Elements or of Common Elements into Lots; (k) leasing of Lots; (l) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; or (m) any provisions which are for the express benefit of Eligible Insurers or Guarantors on any Lot.

Notwithstanding the above or any other article of these Bylaws, the percentage of the voting power of the Association or of Members other than the Declarant necessary to amend a specific clause or provision of these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE 13 MISCELLANEOUS

13.1 Fiscal Year. The Fiscal Year of the Association shall be as determined by the Board from time to time, and unless otherwise specified shall be the calendar year. The first Fiscal Year shall begin on the date of incorporation.

13.2 Checks, Draft, etc. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Association, shall require two signatures, one of which shall be that of the President or Vice-President and the other shall be that of the Treasurer, Secretary, or professional manager of the Association.

13.3 Contracts, Etc., How Executed. The Board, except as in the Bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; provided, however, that unless so authorized by the Board, no officer, agent or employee shall have engagement or to pledge the Association's credit or to render the Association liable for any purpose or to any amount.

13.4 Construction. Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular. The captions herein are for purposes of reference only.

ARTICLE 14 MEMBERSHIP RIGHTS AND PRIVILEGES

14.1 Exclusive Board Rights. Except for certain rights of Declarant described in the Declaration, no Member shall have the right without the prior approval of the Board to exercise any of the powers or to perform any of the acts by these Bylaws delegated to the Board, as in Article 8 of these Bylaws more fully provided. Unless otherwise provided in the Declaration and subject to the rules and regulations adopted by the Board, each Member, his immediate family, guests and tenants shall have the right to use and enjoy the Common Elements.

14.2 Suspension of Member Rights. The membership rights and privileges, together with the voting rights of any Member may be suspended by the Board, in accordance with the procedures described in Section 8.4 hereof:

(a) Infractions. For a period not to exceed thirty (30) days for any infraction of the provisions of the Declaration or the Rules and Regulations.

(b) Failure to Pay Assessments. For any period of time during which the assessment on that Member's Lot remains unpaid, provided that neither the membership rights and privileges nor the voting rights of the Declarant may be suspended during the period in which the Declarant is not paying assessments, but is exercising its rights under the Declaration to control the Association or to improve, maintain, operate and repair the Common Elements.

(c) Limitation. Notwithstanding the foregoing, no such suspension shall affect the rights of that Member to access to his or her Lot.

14.3 Penalties. Reasonable monetary penalties may be adopted by the Association provided the adoption of such penalties is approved by the Board.

ARTICLE 15 REGISTERED AGENT

The Association shall have a Registered Agent, who shall be chosen by the Board to hold office until his or her successor is chosen and qualifies. The registered agent may be either an individual or a

corporation, located in the State of Utah. Blain H. Johnson, having an office address of 2036 Lincoln Avenue, Suite 102B, Ogden, Utah 84401, is hereby appointed the initial Registered Agent for the Association.

ARTICLE 16
PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association shall be located in Davis County, Utah.

ARTICLE 17
INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES, AND OTHER AGENTS

17.1 Definitions. For the purpose of this Article,

(a) "Agent" means any person who is or was a Director, Architectural Committee Member, officer, employee, or other agent of this Association, or is or was serving at the request of this Association as a Director, officer, employee, or Agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;

(b) "Expenses" includes, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as Agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

(c) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative, and

17.2 Successful Defense by Agent. To the extent that an Agent of this Association has been successful on the merits in the defense of any Proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim. If an Agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 17.3 through 17.6 shall determine whether the Agent is entitled to indemnification.

17.3 Actions Brought by Persons Other than Association. Subject to the required findings to be made pursuant to Section 17.5 below, this Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action brought by, or on behalf of, this Association) by reason of the fact that such person is or was an Agent of this Association, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

17.4 Action Brought By or on Behalf of the Association.

(a) Claims settled out of court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Association, with or without approval, the Agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the Proceeding.

(b) Claims and suits awarded against Agent. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit brought by or on behalf of this Association by reason of the fact that the person is or was an Agent of this Association, for all expenses actually or reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 17.5, below, must be made in the manner provided for in that Section; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent should be entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

17.5 Determination of Agent's Good Faith Conduct. The indemnification granted to an Agent in Sections 17.3 and 17.4, above, is conditioned on the following:

(a) Required standard of conduct. The Agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he or she believed to be in the best interest of this Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in the best interest of this Association or that he or she had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the Agent did act in a manner complying with subparagraph (a) above shall be made by:

(i) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(ii) If such a quorum of disinterested Directors so orders, by independent legal counsel in a written opinion; or

(iii) If such a quorum of disinterested Directors cannot be obtained, by independent legal counsel in a written opinion; or

(iv) The affirmative vote or written ballot of a majority of the votes of the Members represented and voting at a duly held meeting with the persons to be indemnified not being entitled to vote thereon; or

(v) The court in which the proceeding is or was pending. Such determination may be made on application brought by this Association or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney or other person is opposed by this Association.

17.6 Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 17.2 or 17.5(b)(v), in any circumstance when it appears:

(a) That the indemnification or advance would be inconsistent with a provision of the Articles, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

17.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Association before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 17.

17.8 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of this Association, or any subsidiary hereof, may be entitled by contract or otherwise.

17.9 Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent of the Association against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not this Association would have the power to indemnify the Agent against the liability under the provisions of this Article.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the Secretary of ORANGE GROVE HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation; and

THAT the foregoing Bylaws, comprising 21 pages (including this page), constitute the original Bylaws of the Association, as duly adopted by written consent of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this _____ day of _____, 2014.

SECRETARY

695614

838

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES NORTH 0° 06' 21" WEST, 1318.60 FEET OF THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 50° 34' 00" WEST, 847.7 FEET TO THE SOUTHERLY R/W LINE OF DEER RUN DRIVE; THENCE NORTH 60° 58' 45" EAST ALONG SAID SOUTHERLY R/W LINE, 397.08 FEET; THENCE 84.79 FEET ALONG THE ARC OF A 75' RADIUS CURVE TO THE LEFT, WHOSE LONG CHORD BEARS SOUTH 64° 46' 30" EAST, 80.35 FEET; THENCE NORTH 86° 12' 16" EAST, 69.23 FEET; THENCE 25.91 FEET ALONG THE ARC OF A 50' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 64° 46' 30" EAST, 25.92 FEET; THENCE NORTH 29° 44' 30" EAST, 110.00 FEET; THENCE SOUTH 86° 00' 00" EAST, 48.47 FEET TO THE WEST R/W LINE OF U.S. HIGHWAY 89; THENCE SOUTH 4° 00' 00" WEST ALONG SAID WEST R/W LINE, 225.16 FEET; THENCE NORTH 89° 55' 50" WEST, 507.42 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WHICH LIES SOUTH 0° 06' 21" EAST, 1000.41 FEET OF THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57° 05' 39" EAST ALONG THE SOUTH LINE OF THE DAVIS & WEBER CANAL, 71.80 FEET; THENCE NORTH 44° 53' 39" EAST, 97.33 FEET; THENCE SOUTH 29° 01' 15" EAST, 165.55 FEET TO THE NORTH R/W OF DEER RUN DRIVE; THENCE SOUTH 60° 58' 45" WEST ALONG SAID NORTH LINE, 290.08 FEET; THENCE NORTH 64° 52' 48" WEST, 154.00 FEET; THENCE NORTH 34° 04' 35" WEST, 55.06 FEET TO SAID SOUTH LINE OF CANAL; THENCE NORTH 72° 30' 30" EAST, 233.57 FEET TO THE POINT OF BEGINNING. CONTAINING .92 ACRES IN ALL.

STATE OF UTAH }
COUNTY OF DAVIS } ss.

ACKNOWLEDGEMENT

ON THIS 12 DAY OF APRIL, 1984, PERSONALLY APPEARED BEFORE ME, CALVIN T. WATERS AND GEORGIA C. WATERS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF SAID CORPORATION; AND THAT THEY SIGNED THE OWNER'S DEDICATION FREELY, VOLUNTARILY AND IN BEHALF OF SAID CORPORATION.

MY COMMISSION EXPIRES:

19 July 1987

Calvin T. Waters
OWNER

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, WHO ARE THE OWNERS OF DEER RUN ESTATES, UNIT 2, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN ON THIS PLAN, DO HEREBY GRANT AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN AS STREETS OR ROADS ON SAID PLAN, AND DO ALSO DEDICATE TO THE CITY OF SOUTH WEBER AN EASEMENT UPON ALL AREAS SHOWN AS EASEMENTS ON SAID PLAN FOR THE PURPOSE OF MAINTAINING PUBLIC UTILITIES.

SIGNED THIS 12 DAY OF APRIL, 1984
CALVIN T. WATERS & SONS, INC., A UTAH CORPORATION

Calvin T. Waters
CALVIN T. WATERS, PRESIDENT

Georgia C. Waters
GEORGIA C. WATERS, SECRETARY

RECORDED FEB 28 1985 3:15 P.M.
ENTRY NO. 0695614

BOOK 1024 PAGE 838 OF
OFFICIAL RECORDS IN THE OFFICE
OF THE DAVIS COUNTY RECORDER.

BY: *Carol Ann Page*
DAVIS COUNTY RECORDER

DEER RUN ESTATES UNIT NO. 1

A SUBDIVISION LOCATED IN THE S.E. $\frac{1}{4}$, SECTION 35, T5N., R1W., S.L.B. & M.**BOUNDARY DESCRIPTION**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE TRUSS AND MERIDIAN AND RUNNING THENCE SOUTH $0^{\circ}06'21''$ EAST, ALONG THE EAST LINE OF SAID SECTION 35, 659.30 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT LYING NORTH $0^{\circ}06'21''$ WEST, 659.30 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH $89^{\circ}58'59''$ WEST ALONG THE NORTH LINE OF SAID SOUTH HALF; 360.09 FEET; THENCE NORTH $19^{\circ}47'21''$ EAST, 293.86 FEET; THENCE NORTH $2^{\circ}07'55''$ EAST, 195.90 FEET; THENCE SOUTH $58^{\circ}54'34''$ WEST, 293.82 FEET; THENCE SOUTH $68^{\circ}25'16''$ WEST, 271.00 FEET; THENCE SOUTH $12^{\circ}58'42''$ EAST, 226.57 FEET TO SAID NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH $89^{\circ}58'59''$ WEST ALONG SAID NORTH LINE, 345.00 FEET; THENCE NORTH $11^{\circ}19'59''$ WEST, 213.94 FEET; THENCE NORTH $18^{\circ}51'00''$ WEST, 66.00 FEET; THENCE NORTH $71^{\circ}09'00''$ EAST, 116.73 FEET; THENCE NORTH $20^{\circ}41'09''$ WEST, 312.04 FEET TO THE SOUTH LINE OF THE WEBER-DAVIS CANAL; THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES: 1. NORTH $69^{\circ}40'44''$ EAST, 114.96 FEET; 2. NORTH $70^{\circ}14'36''$ EAST, 244.07 FEET; 3. EAST, 18.40 FEET; 4. NORTH $70^{\circ}14'36''$ EAST, 467.73 FEET; THENCE LEAVING SAID CANAL SOUTH $34^{\circ}04'35''$ EAST, 55.06 FEET; THENCE SOUTH $69^{\circ}32'48''$ EAST, 154.00 FEET; THENCE NORTH $60^{\circ}58'45''$ EAST, 557.29 FEET; THENCE 134.81 FEET ALONG THE ARC OF A 318.17' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS NORTH $73^{\circ}07'09''$ EAST, 153.80 FEET TO THE WEST LINE OF U.S. HIGHWAY 89; THENCE SOUTH $4^{\circ}00'00''$ WEST ALONG SAID WEST LINE, 66.98 FEET; THENCE 96.66 FEET ALONG THE ARC OF A 252.17' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS SOUTH $71^{\circ}57'36''$ WEST, 96.07 FEET; THENCE SOUTH $60^{\circ}58'45''$ WEST, 617.29 FEET; THENCE SOUTH $50^{\circ}34'00''$ EAST, 84.77 FEET TO THE POINT OF BEGINNING, CONTAINING 16.1 ACRES, MORE OR LESS.

RECORDED AUG. 2, 1983ENTRY NO. 647210BOOK 952 PAGE 818 OF
OFFICIAL RECORDS IN THE OFFICE
OF THE DAVIS COUNTY RECORDER.BY: Carl Dean Pope
DAVIS COUNTY RECORDER

OWNER'S DEDICATION

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CALVIN T. WATERS & SONS, INC., A UTAH CORPORATION

Calvin T. Waters
CALVIN T. WATERS, PRESIDENT

Georgia C. Waters
GEORGIA C. WATERS, SECRETARY



ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF DAVIS } S.S.

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MY COMMISSION EXPIRES:

May 2, 1986

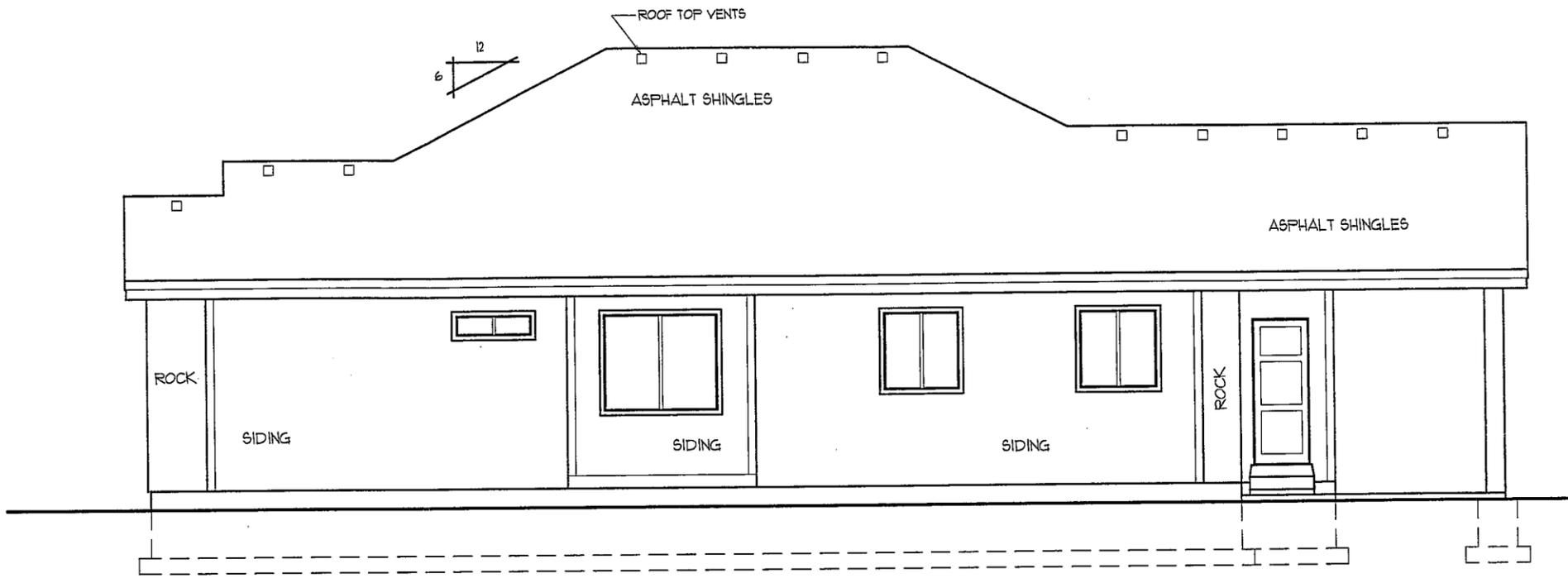
Adrian R. [Signature]
NOTARY PUBLIC
BY [Signature]
Cody, Utah 84001



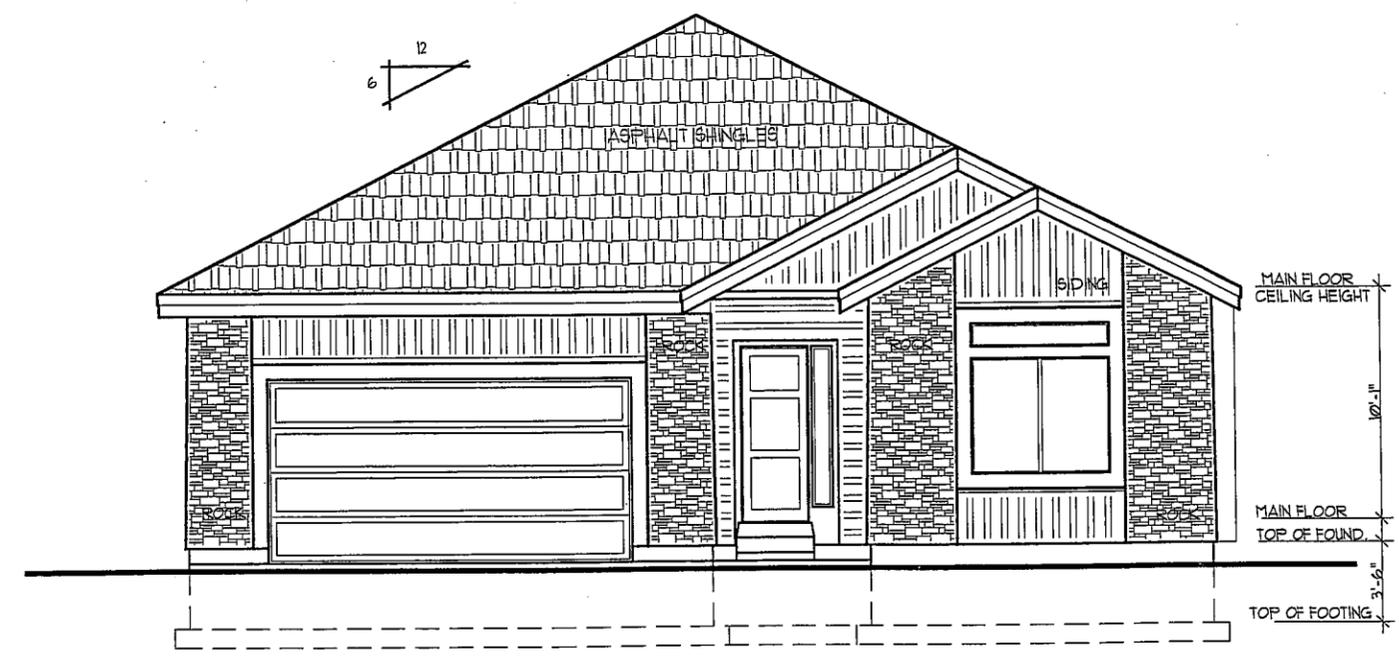
Provided by [Watermark] This is not an official document

NOTE: BRICK VENEER
 CORROSION RESISTANT ANCHOR TIES 22 GAGE X 1/8" OR NO. 9 GAGE WIRE SPACED NO MORE THAN 24" O.C. HORIZ. AND SHALL SUPPORT NOT MORE THAN 3-1/4 SQUARE FEET OF WALL AREA.
 IN SEISMIC DESIGN CATEGORIES D1 AND D2, VENEER TIES SHALL BE MECHANICALLY ATTACHED TO HORIZONTAL JOINT REINFORCEMENT WIRE A MIN. OF NO. 9 GAGE. THE HORIZONTAL JOINT REINFORCEMENT SHALL BE CONTINUOUS IN THE VENEER BED JOINT, WITH LAP SPLICES PERMITTED BETWEEN THE VENEER TIE SPACING.
 ANCHOR TIES TO COMPLY W/ 2006 IRC.

NOTE: ROOF VENTILATION
 THE NET FREE VENTILATION SHALL NOT BE LESS THAN 1/150th OF THE AREA OF THE SPACE VENTILATED, EXCEPT THAT THE AREA MAY BE 1/300th PROVIDED THAT AT LEAST 50% OF THE REQUIRED VENTILATING AREA IS LOCATED IN THE UPPER SPACE PORTION OF THE SPACE TO BE VENTILATED AND THE REMAINDER IS PROVIDED BY EAVES OR CORNICE VENTS. IRC R306.



RIGHT SIDE VIEW
 SCALE 1/8" = 1'-0"



FRONT ELEV. VIEW
 SCALE 1/8" = 1'-0"

**BID SET
 NOT FOR CONSTRUCTION**

Kustom House Plans
 RESIDENTIAL / COMMERCIAL DESIGN & ENGINEERING
 NATE KARR, A.S.P.E. (801) 752-0849 email: KustomHK@aol.com
 NOTE: THIS PLAN IS THE PROPERTY OF KUSTOM HOUSE PLANS
 DO NOT COPY WITHOUT WRITTEN PERMISSION

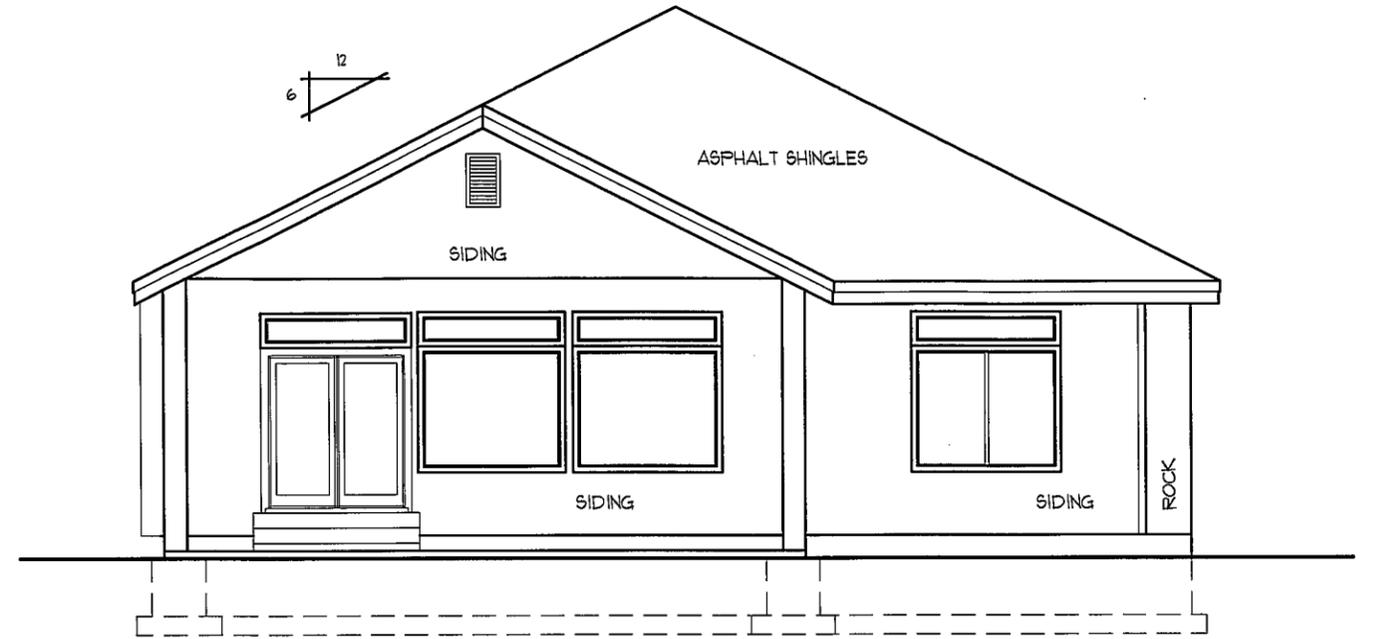
SCALE
 1/8" = 1'-0"
 PLAN NUMBER
 R2026A

NOTE: BRICK VENEER
 CORROSION RESISTANT ANCHOR TIES 22 GAGE X 1/8" OR NO. 9 GAGE WIRE SPACED NO MORE THAN 24" O.C. HORIZ. AND SHALL SUPPORT NOT MORE THAN 3-1/4 SQUARE FEET OF WALL AREA.

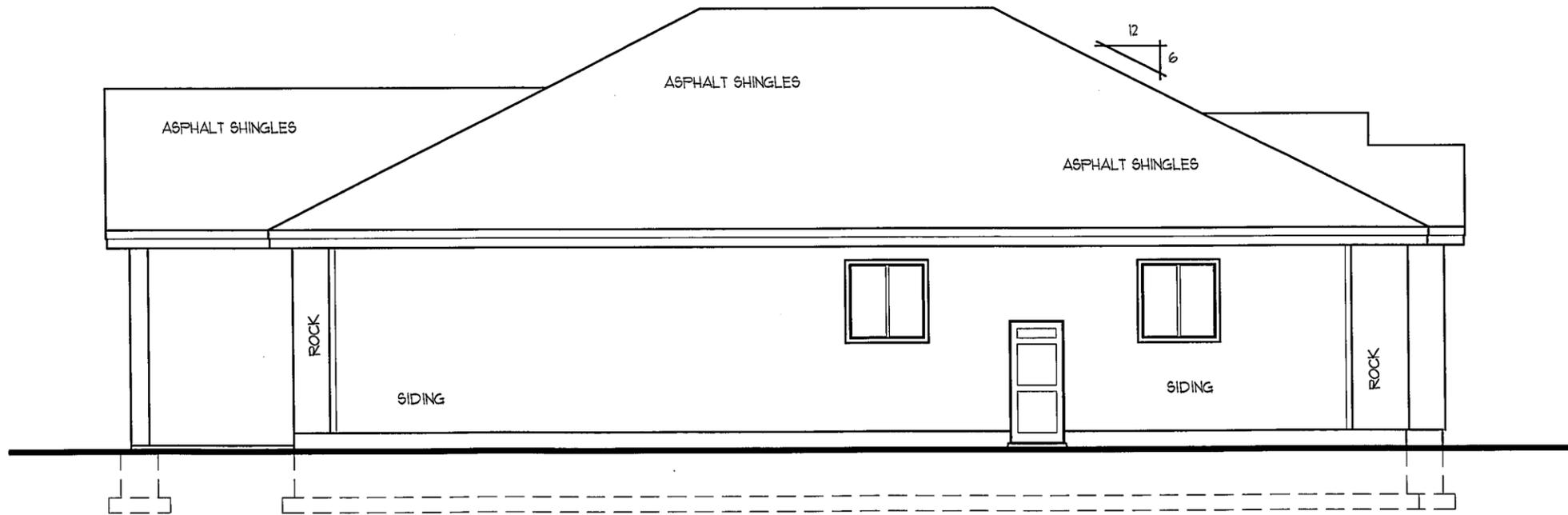
IN SEISMIC DESIGN CATEGORIES D1 AND D2, VENEER TIES SHALL BE MECHANICALLY ATTACHED TO HORIZONTAL JOINT REINFORCEMENT WIRE A MIN. OF NO. 9 GAGE. THE HORIZONTAL JOINT REINFORCEMENT SHALL BE CONTINUOUS IN THE VENEER BED JOINT, WITH LAP SPLICES PERMITTED BETWEEN THE VENEER TIE SPACING.

ANCHOR TIES TO COMPLY W/ 2006 I.R.C.

NOTE: ROOF VENTILATION
 THE NET FREE VENTILATION SHALL NOT BE LESS THAN 1/50th OF THE AREA OF THE SPACE VENTILATED, EXCEPT THAT THE AREA MAY BE 1/30th PROVIDED THAT AT LEAST 50% OF THE REQUIRED VENTILATING AREA IS LOCATED IN THE UPPER SPACE PORTION OF THE SPACE TO BE VENTILATED AND THE REMAINDER IS PROVIDED BY EAVES OR CORNICE VENTS. I.R.C. R806.



REAR ELEV. VIEW
 SCALE 1/8" = 1'-0"



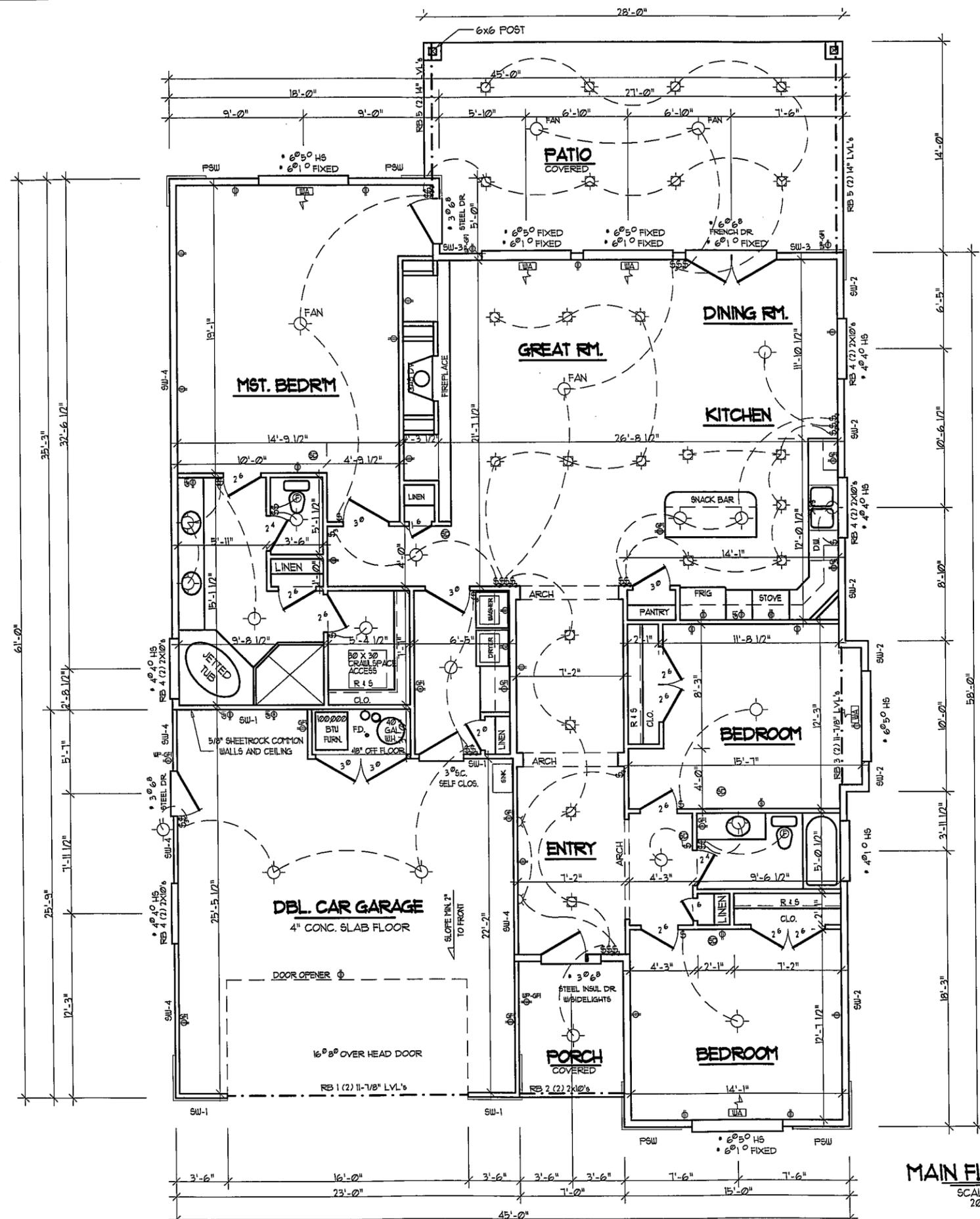
LEFT SIDE VIEW
 SCALE 1/8" = 1'-0"

**BID SET
 NOT FOR CONSTRUCTION**

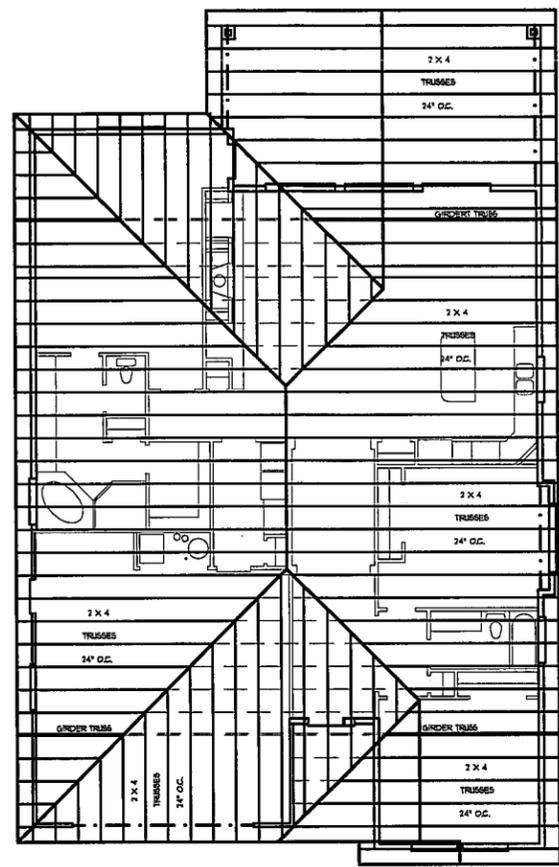
Kustom House Plans
 RESIDENTIAL / COMMERCIAL DESIGN & ENGINEERING
 NATE KARRAS P.E. (801) 782-0849 email: KustomNK@aol.com

NOTE THIS PLAN IS THE PROPERTY OF KUSTOM HOUSE PLANS
 DO NOT COPY WITHOUT WRITTEN PERMISSION

SCALE
 1/8" = 1'-0"
 PLAN NUMBER
 R2026A



NOTES: 10'-1" MAIN FLOOR CEILINGS
2x6 EXTERIOR FRAMING



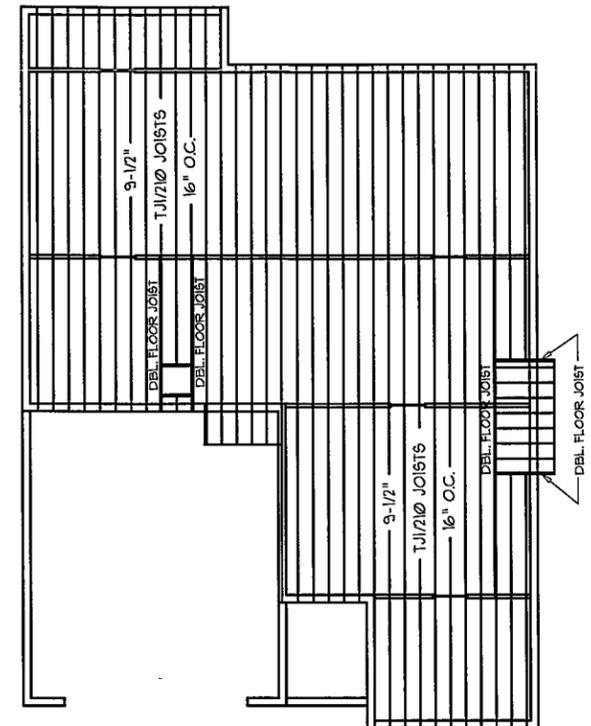
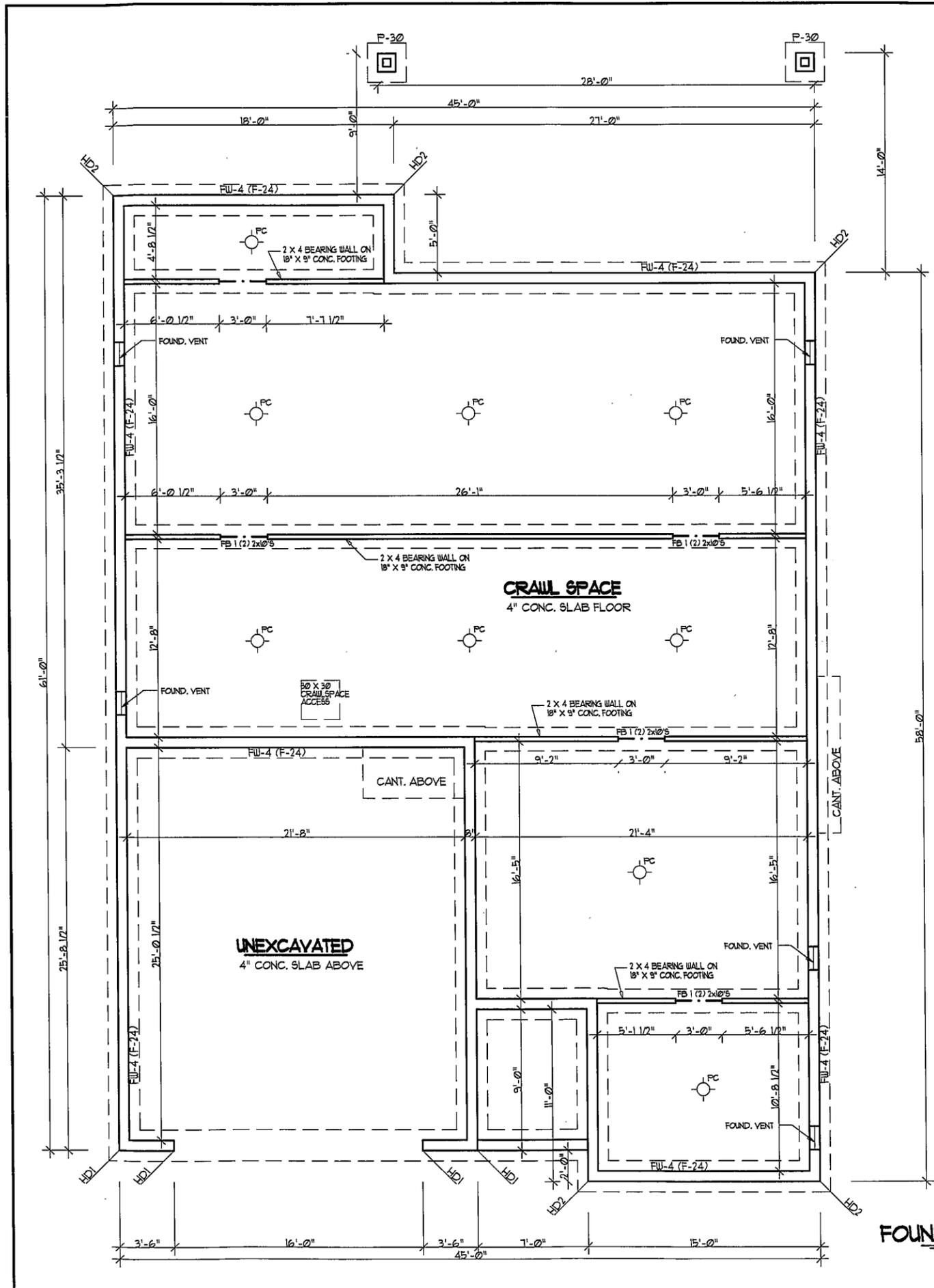
**BID SET
NOT FOR CONSTRUCTION**

- NOTES: GENERAL**
1. CONTRACTOR IS TO VERIFY DESIGN DIMENSIONS AND NOTES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. ALL WORK IS TO BE DONE UNDER THE SUPERVISION OF A LICENSED CONTRACTOR.
 3. ALL WORK IS TO BE DONE UNDER LOCAL AND STATE BUILDING CODES.
 4. ELECTRICAL SHALL BE PER NATIONAL ELECTRIC CODE, LATEST EDITIONS.
 5. HEATING/MECHANICAL WORK SHALL BE PER APPLICABLE CODES, LATEST EDITIONS.

Kustom House Plans
RESIDENTIAL / COMMERCIAL DESIGN & ENGINEERING
NATE KARRAS P.E. (801) 782-9849 email: KustomNK@aol.com

NOTE: THIS PLAN IS THE PROPERTY OF KUSTOM HOUSE PLANS
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SCALE 1/8" = 1'-0"
PLAN NUMBER R2026A



**BID SET
NOT FOR CONSTRUCTION**

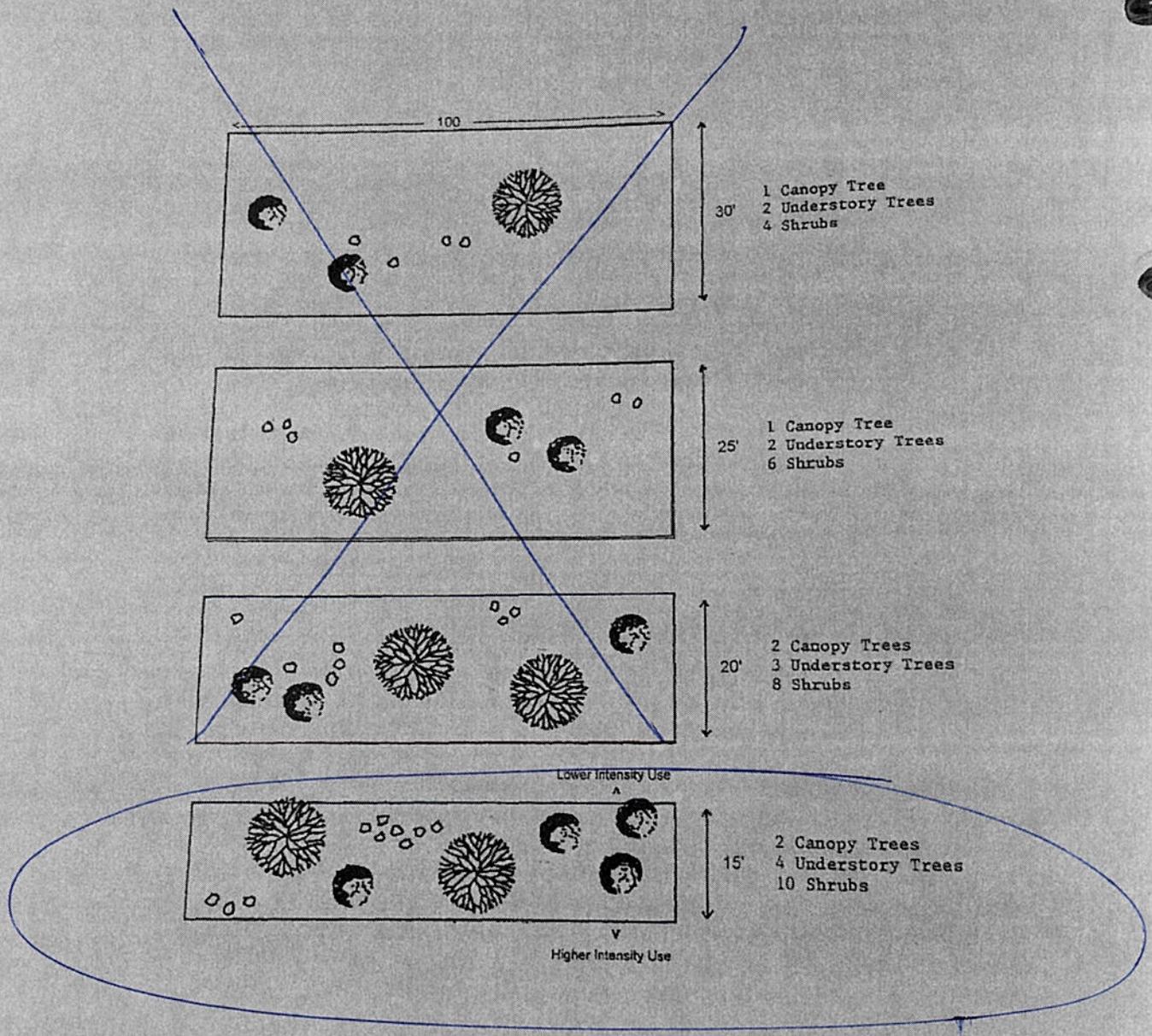
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Kustom House Plans
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NATE KARAS P.E. (801) 782-0849 email: KustomHP@aol.com
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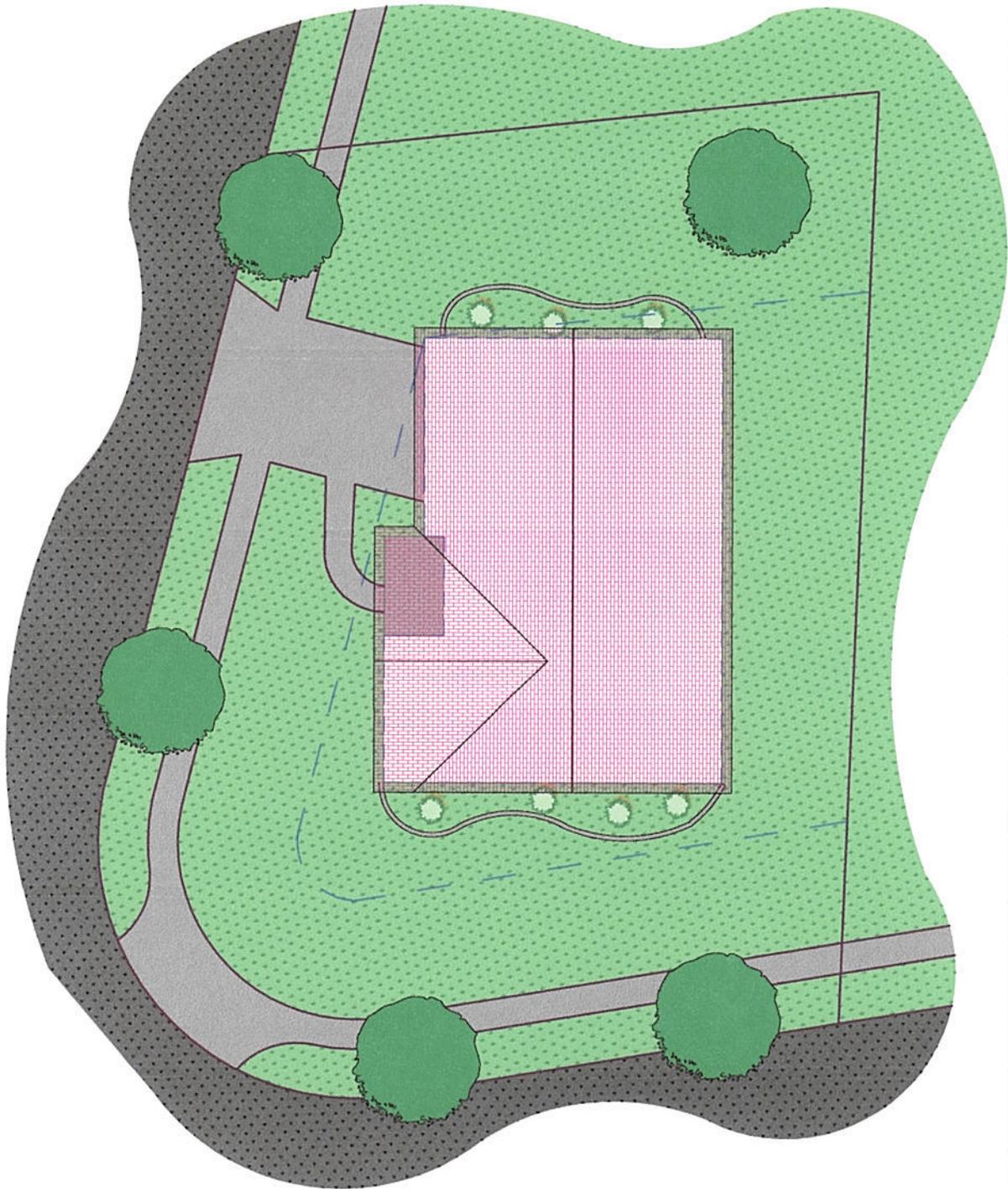
SCALE
1/8" = 1'-0"
PLAN NUMBER
R2026A

10-15-7

10-15-7



BUFFERYARD A



2

DATE:	9/3/2014
REVISION:	PROPOSAL
LOT PROPOSAL	

ORANGE GROVE
SUBDIVISION

ADDRESS:

SENECA DESIGN

JAMES HOTH: 435-720-2087
SENECA.DESIGN.JH@GMAIL.COM

NOTICE:
THESE DESIGN AND DRAWINGS ARE
CONFIDENTIAL AND THE EXCLUSIVE
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OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
SYSTEMS WITHOUT THE EXPRESS PERMISSION OF
SENECA DESIGN LLC

DISCLAIMER:
ACTUAL CONDITIONS MAY
VARY FROM WHAT IS SHOWN.
PLANS SUBJECT TO
CHANGE ON SITE.

© SENECA DESIGN LLC



Kristi Kap <kristi.gardnerproperties@gmail.com>

Written Statement

Jencks, Hollis G SPK <Hollis.G.Jencks@usace.army.mil>

Tue, Sep 16, 2014 at 10:37 AM

To: Kristi Kap <kristi.gardnerproperties@gmail.com>

Cc: Blair Gardner <blair@gardnerpropertiesgroup.com>

Kristi-

I did make a site visit yesterday and the proposed Canyon Meadows subdivision does not have any wetland issues.

Thanks

Hollis Jencks
Project Manager, Utah Regulatory Office
533 West 2600 South, Suite 150
Bountiful, Utah 84010

Ph: [801-295-8380](tel:801-295-8380) x 18

Fax: [801-295-8842](tel:801-295-8842)

Our Customer Service Hours are 9am - 3pm.

I will be available to answer/return phone calls and respond to emails during these hours.

[Quoted text hidden]

<<http://www.leapfrogva.com/wp-content/uploads/2013/09/GPG-Logo.png>>



WEBER BASIN WATER CONSERVANCY DISTRICT

2837 East Highway 193 • Layton, Utah 84040 • Phone (801) 771-1677 • (SLC) 359-4494 • Fax (801) 544-0103

September 9, 2014

Tage I. Flint
General Manager/CEO

Board of Trustees: Mr. Wyndell Pasch
Future Homes LLC
Kym O. Buttschardt
President
Weber County 579 Heritage Park Blvd Suite 201
Layton, UT 84041

Jay V. Christensen
Weber County

Kerry W. Gibson
Weber County

John Petroff Jr.
Davis County

Kyle R. Stephens
Davis County

Eric B. Storey
Weber County

Paul C. Summers
Davis County

Dave Ure
Summit County

Dee Alan Waldron
Morgan County

RE: ORANGE GROVE SUBDIVISION

Dear Mr. Pasch:

Weber Basin Water Conservancy District has been made aware of the residential development of the 4.53 acres of land located on 2700 East between Deer Run Drive and 8150 South (described by Land Serial No.13-041-0120 and 13-041-0119). This particular development is within the District's service area. The property has the right to use secondary water from the District. The District will provide a detailed written response regarding the design of the trunk-line and service connections upon receipt of stamped engineering plans or construction drawings. Do not hesitate to contact Briant Jacobs in our office if you have questions or require additional information.

Sincerely,

Mark D. Anderson, PE
Assistant General Manager

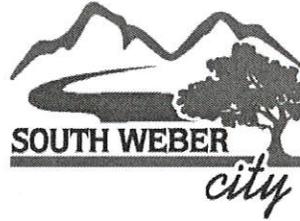
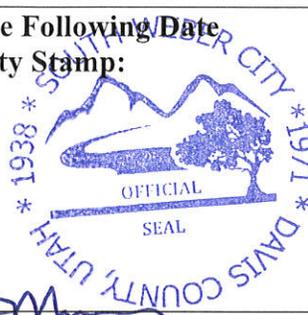
MDA/BJ/dh

All Plans Must Reflect The Following/Date
& South Weber City Stamp:

RECEIVED

SEP 29 2014

Per [Signature]



*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

Utility Notification Form

Project/Subdivision

Developer or Agent

Name: ORANGE GROVE

Name: FUTURE HOMES LLC (WYNDELL PASCH)
Company Name: BLAIR EARDNER

Residential Commercial

Approx. Location: 2600 E 8000 S. S. WEBER

Address: 579 E HERITAGE PARK ST. 201

Parcel Number(s): 13-041-0120 ? 13-041-0119

City/State/Zip: LAYTON, UT 84041

Number of Lots: 19

Phone: 801-549-8719

Phase: 1 of 1 PUD: Yes / No

Fax: _____
Email: w.pasch@gmail.com

QUESTAR GAS

Name: BOB KOMO Title: _____ Phone: 801-395-6702
(please print)
Signature: _____ Date: _____

COMCAST CABLE TV

Name: Greg Miller Title: _____ Phone: 801-401-3017
(please print)
Signature: greg-miller 2@cable.comcast.com Date: _____

QWEST / Century Link

Name: Gary Weaver Title: Engineer Phone: 801-624-5380
(please print)
Signature: gary.w.weaver@centurylink.com Date: _____

ROCKY MOUNTAIN POWER

Name: Lathy Jackson Title: _____ Phone: 800-469-3981 5948438
(please print) work #
Signature: _____ Date: 9-8-2014

September 11, 2014

Blair Gardner
gardnerproperties@gmail.com

RE: Request 5948438

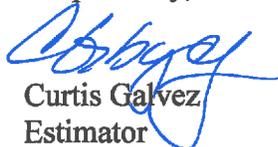
Dear Mr. Gardner:

Rocky Mountain Power will supply power to property located at or near 8021 S 2700 E, South Weber, UT.

- Applicant will apply for power by calling 1-888-221-7070
- Applicant or Developer will supply a signed, approved recorded property plat map with lot numbers, addresses, and section corners identified if applicable.
- Residential and Commercial Developer will supply an electronic copy of the subdivision by e-mail, (Auto-cad version 2006), to shawn.stanton@pacificorp.com.
- Residential Subdivision Developer will pay all costs which are non-refundable above the \$750.00 per lot allowance according to line extension tariff, regulation 12.
- All single lot applicants will be subject to the line extension rules and regulation 12.
- Applicant is responsible to sign a contract after job is approved by Rocky Mountain Power management, and pay any associated costs before work can be scheduled or materials ordered.
- Rocky Mountain Power engineering review may be required and may be subject to additional charges according to our filed line extension tariff, regulation 12.

If you have any questions regarding these provisions, please feel free to call me at 801-629-4318.

Respectfully,



Curtis Galvez
Estimator
Rocky Mountain Power
Ogden Operations



Questar Gas Company
2974 Washington Blvd.
Ogden, UT 84401
801-395-6734 Fax: 801-395-6719

September 10, 2014

*Future Homes
579 E Heritage Park Blvd., Suite 201
Layton, Utah 84041*

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the development at approximately 2600 E 8000 S, South Weber, UT when the following requirements are met:

- 1. Developer provides plat maps, drawings, construction schedules, average size of homes, units and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, home, building).*
- 2. Review and analysis by Questar Gas Engineering and/or Preconstruction Department to determine load requirements, system reinforcement requirements and estimated costs to bring natural gas to the development.*

Upon completion of Questar Gas review of the developments natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance, but may qualify for credits or refunds, as provided in Questar Gas tariff.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

*Terri Hurst
Construction, Ogden*



Comcast Cable
1350 E. Miller Ave
Salt Lake City, UT 84106

September 10, 2014

To whom it may concern,

This letter is to verify that Comcast service is available to Orange Grove located at 2600 East 8000 South in South Weber, UT 84405. Comcast will generally provide all materials and labor to provide broad band services from the property line to the point of service, in a trench provided by the property owner. The cost of installation, construction and provision of cable, internet and voice service will be part of the contract negotiations with the Owner of the Property or a designated representative. **This letter is not to be considered a contract or guarantee of service.** Furthermore, all permits, licenses and rights of access must be provided by the Owner prior to any provision of services.

Please be advised that we require a minimum of 90 days for project approvals and construction **after we receive a signed contract.**

Please contact me Greg Miller at 801-401-3017 before opening utility trenches. We look forward to working with you on this Project; please feel free to contact me at 801-401-3017 with any questions or concerns.

Sincerely,



Greg Miller
Comcast Cable
801 401-3017 office
801 255-2711 fax
1350 E Miller Avenue
Salt Lake City, Utah 84106



Date: 9/10/2014

TO: Kristi Kap
Future Homes
579 Heritage Park Blvd Ste 201
Layton, UT 84041-5651

RE: Orange Grove Subdivision

Dear Ms. Kap:

Recently you approached CenturyLink about providing a “will serve” letter to serve the Orange Grove Subdivision in South Weber, UT. CenturyLink appreciates the opportunity to provide the Orange Grove Subdivision with its communication needs. In response to the request for a commitment to serve, CenturyLink will work with Future Homes on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, and given the prevailing Terms and Conditions of the Price List that CenturyLink will make a determination whether it can or cannot provide service.

As you may or may not know, many of the telecommunications services provided by CenturyLink are regulated and the service you request will be provided for under the prevailing Terms and Conditions of the Price List and posted on our CenturyLink web site.

If there are any further questions, or if I can be of any help, please do not hesitate to call me on 303 992-5889. The CenturyLink Engineer in South Weber, Gary Weaver, will work with you on the requirements. Gary can be reached at 801 626-5380.

Sincerely,

Theresa Atkins
Corporate Council
CenturyLink

APPLICATION FOR CHANGE OF ZONING

South Weber City
1600 East South Weber Drive
South Weber, Utah 84405
Phone: (801) 479-3177 Fax: (801) 479-0066

OFFICE USE: Application # 2014-5 Fee \$ 300.⁰⁰ Receipt # 13.079563 Date Received 9/26/14

Owner of Property Robert L. & Linda H. Flinders

Applicant's Name Aaron Haaga
Mailing Address 2225 East Murray Holladay Rd #206 City, State, Zip Holladay, Ut. 84117
Phone 801-706-5919 Fax 801-618-4198 Email aaron@ambrosere.com

Agent's Name Aaron Haaga
Mailing Address 2225 East Murray Holladay Rd #206 City, State, Zip Holladay, Ut. 84117
Phone 801-706-5919 Fax 801-618-4198 Email aaron@ambrosere.com

Request: 1.513 Acres/Sq. Feet be changed from A zone to R-M zone
_____ Acres/Sq. Feet be changed from _____ zone to _____ zone

Property Address: 7470 SOUTH 1900 EAST

Parcel Number(s): 13-033-0060 Total Acres or Sq. Feet: 1.513 AC.

Legal Description: (If description is longer than space provided, please submit complete legal description on an addendum sheet.)

SEE ATTACHED

What is the proposed use?
Residential Subdivision

In what way does the proposal recognize the City's General Plan?
Conforms to general plan and fits zone for surrounding property.

Public Notice Authorization: I (we) do hereby give permission to South Weber City to place a city Apublic notice@ sign on the property contained in this application for the purpose of notification of the change of zoning application.

Signed:

Robert L. Flinders
Property Owner

Linda H. Flinders
Property Owner

APPLICANT'S AFFIDAVIT

State of Utah)
County of Davis)

I (we) Aaron Haaga, being duly sworn, depose and say I (we) am (are) the sole owner(s)/agent of the owner(s), of the property involved in this application, to-wit, 7486 South 1900 East, SW, UT

and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

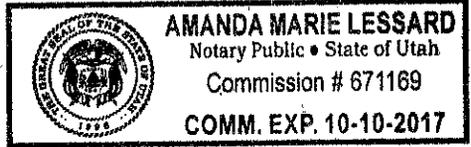
Dated this 25th day of September, 2014.

Signed:

[Signature]
Property Owner or Agent

Property Owner or Agent

Subscribed and Sworn before me this 25th day of September, 2014.



Notary Public: Amanda Marie Lessard

AGENT AUTHORIZATION

State of Utah)
County of Davis)

I (we) Robert & Linda Flinders, the sole owner(s) of the real property located at 7486 South 1900 East, SW, South Weber City, Utah do hereby appoint Aaron Haaga as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and to appear on my (our) behalf before any city boards considering this application.

Dated this 25th day of September, 2014

Signed:

Robert L. Flinders
Property Owner

Linda H. Flinders
Property Owner

Subscribed and Sworn before me this 25th day of September, 2014.



Notary Public: Amanda Marie Lessard



REZONE DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1900 EAST STREET, SAID POINT BEING $S00^{\circ}00'26''E$ ALONG THE SECTION LINE, 482.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE $S89^{\circ}46'06''E$ 452.10 FEET; THENCE $S00^{\circ}00'25''W$ 145.83 FEET; THENCE $N89^{\circ}45'00''W$ 452.07 FEET TO THE EAST RIGHT OF WAY LINE OF 1900 EAST STREET; THENCE $N00^{\circ}00'24''W$ ALONG SAID EAST RIGHT OF WAY LINE, 145.69 FEET TO THE POINT OF BEGINNING.

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ogden@reeve-assoc.com • reeve-assoc.com

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

Issued through the office of:

**Richland Title Insurance Agency, Inc.
10714 South Jordan Gateway, Ste 100
South Jordan, UT 84095
(801) 747.3395 PH (801)261.5199 FX**

Continued on back page


Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

American Land Title Association Commitment

Old Republic Title Company
File No. 1409017F

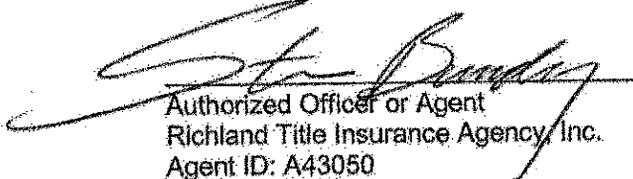
SCHEDULE A

Richland Title Insurance Agency, Inc.
10714 South Jordan Gateway, Ste 100
South Jordan, UT 84095
(801) 747.3395 PH (801)261.5199 FX

1. Commitment Date: 08/28/14 at 08:00 AM
2. Policy (or Policies) to be issued: Premium
 - a. Alta 2006 Owner's Policy - Policy Amount \$80,000.00 \$585.00
Proposed Insured: The Ambrose Group, Inc.
 - b. Alta 2006 Loan Policy - Policy Amount \$50,000.00 \$252.00
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Additional Charges (if any) Endorsements 8.1, 100, 116 \$60.00
3. The estate or interest in the land described in this Commitment is owned Fee Simple, at the Commitment Date, by **Robert L. Flinders and Linda H. Flinders, husband and wife as joint tenants**
4. The land referred to in this Commitment is situate in the County of **Davis**, State of **UT** and is described as follows:

See Exhibit "A", attached hereto and made a part hereof.

Countersigned at South Jordan


Authorized Officer or Agent
Richland Title Insurance Agency, Inc.
Agent ID: A43050

THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVACY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

THIS COMMITMENT SUBJECT TO STATEMENT OF TERMS, CONDITIONS, AND STIPULATIONS
ATTACHED.

EXHIBIT "A"
File No. 1409017F

A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5
NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID
PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS 482.00 FEET SOUTH 00
DEG.00'26" EAST ALONG THE WEST LINE OF SAID SECTION 35
FROM THE NORTHWEST CORNER OF SAID SECTION 35 TO THE
SOUTH RIGHT-OF-WAY LINE OF UDY DRIVE, AND RUNNING
THENCE SOUTH 89 DEG.46'06" EAST ALONG SAID SOUTH RIGHT-
OF-WAY LINE 452.10 FEET; THENCE SOUTH 00 DEG.00'25" WEST
145.84 FEET TO THE EASTERLY EXTENSION OF AN EXISTING EAST
WEST FENCE LINE; THENCE NORTH 89 DEG.45'00" WEST ALONG
SAID FENCE LINE 452.10 FEET TO THE WEST LINE OF SAID
SECTION 35, THENCE NORTH 00 DEG.00'26" WEST 145.70 FEET
ALONG SAID WEST SECTION LINE TO THE POINT OF BEGINNING.

Parcel No. 13-033-0060

SCHEDULE B - Section 1 - Requirements

Old Republic Title Company

File No. 1409017F

The following are the requirements to be complied with:

Item (a) The company hereby reserves the right to add additional exceptions to coverage and/or requirements for the issuance of any policy pursuant to this commitment upon its receipt of additional information. If the policy to be issued exceeds \$500,000.00, a policy will not be issued or funding take place without written approval of the underwriter.

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (d) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (e) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$150.00.

Item (f) You must tell us in writing the name of anyone not referred to in this commitment who has or will have an interest in the land or who has made or will make a loan on the land. We may then make additional requirements or exceptions.

Item (g) Provide the following for a Corporation, Limited Liability Company or Partnership if involved in the transaction:

- I. Copy of resolution creating authority to execute documents pertinent to this transaction.
- II. Articles of Incorporation, Articles of Organization, or Partnership Agreement creating the entity, respectively.
- III. Certificate of good standing from the State of Utah indicating entity is still a viable and recognized entity.
- IV. Copy of by-laws, operating agreement or other similar document if partnership.

Item (h) If the property is held in Trust, a copy of the Trust Agreement with all amendments along with an affidavit from the current Trustee that the Trust Agreement is still in force must be provided.

Item (i) If the applicant desires copies of any matters shown as exceptions in Schedule B -- Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (j) The owner and any previous owners within the last 6 months are required to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

Other Requirements:

- 1) **Removal, Reconveyance or otherwise release exception no.'s 8 & 14 on Schedule B, Section 2.**
- 2) **Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.**
- 3) **Trust Deed securing new loan.**

**NOTE: The Property Address is: 7486 South 1900 East
South Weber, Utah 84405**

Parcel Number: 13-033-0060

American Land Title Association Commitment -- Utah
Schedule B -- Section 1
Form CU-B - Valid only if Schedule B and Cover are attached.

SCHEDULE B - Section II - Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. All taxes. Taxes are collected annually and are due on November 1st of each year. Taxes for the year 2013 are Delinquent in the amount of \$1,428.21. Tax Serial Number 13-033-0060.
9. All assessments. Said property is within the boundaries of Tax District 47, Weber Basin Water Conservancy District, South Davis Water Improvement District, South Davis Sewer Improvement District and North Salt Lake City, and is subject to any charges and assessments levied thereunder.
10. The effects of the recorded plat including but not limited to easements, rights of way, etc., noted thereon.
11. The effects of any Declarations of Protective Covenants, Conditions and Restrictions recorded in the official records as amended or added to from time to time.
12. The effects of easements and rights of way for roads, ditches, canals, telephone, and transmission lines, drainage, utilities or other, over under or across said property which are of record or which may be ascertained by an inspection or survey, as well as, covenants, conditions and restrictions of record and conflicts in boundaries.
13. The effects of UTILITY EASEMENT granted to Davis County, recorded June 28, 1999, as Entry Number 1528052 in Book 2524 at Page 288 of the official records.
14. A DEED OF TRUST to secure an indebtedness of the amount stated herein and any other amount payable under the terms thereof. DATED: March 16, 2013. RECORDED: March 20, 2013. AMOUNT: \$77,850.00, plus interest. TRUSTOR: Robert L. Flinders and Linda H. Flinders. BENEFICIARY: AMERICA FIRST FEDERAL CREDIT UNION. TRUSTEE: America First Federal Credit Union. ENTRY NUMBER: 2727727. BOOK: 5730. PAGE: 521

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

CHAIN OF TITLE: According to the public record there have not been any deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows: NONE

THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVITY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

NOTE: The following names have been checked for judgments:

Robert L. Flinders Linda H. Flinders The Ambrose Group, Inc.

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTIONS 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) The Mortgage or Deed of Trust, if any, required under Schedule B - Section 1, Item (c); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVITY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

Countersigned at Murray, Utah:


Authorized Officer of Agent
Richland Title Insurance Agency, Inc.
Agent ID A43050

American Land Title Association Commitment - Utah
Schedule B - Section 2
From No. CU-B

Please make any inquiries to Richland Title Insurance Agency Phone No. (801)747-3395
Fax (801)261-5199



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides YOU with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.aita.org/>.

FIRST NAME	LAST NAME	HOUSE NUMBER	DIR	STREET NAME	APT/BOX	CITY	ST	ZIP	Parcel Numbers
Brandon	Hunt	1950	E	7550 S		Ogden	UT	84405-1900	13-230-0304
Jahan	Imani	1956	E	7550 S		Ogden	UT	84405-1900	13-230-0303
Jared	Bradshaw	1962	E	7550 S		Ogden	UT	84405-1900	13-230-0302
Matthew	Woolley	1990	E	7550 S		Ogden	UT	84405-1900	13-211-0006
William	Robinson	2002	E	7550 S		Ogden	UT	84405-1903	13-211-0007
Mardee	Hagen	2013	E	7550 S		Ogden	UT	84405-1904	13-211-0043
Scott	Holden	2039	E	7550 S		Ogden	UT	84405-1904	13-211-0034
Nathan	Bird	7466	S	1980 E		Ogden	UT	84405-1907	13-211-0107
Sterling	Durrant	7478	S	1980 E		Ogden	UT	84405-1907	13-211-0108
Nathan	Galley	7481	S	1980 E		Ogden	UT	84405-1908	13-211-0103
Howard	Fitzgerald	7486	S	1980 E		Ogden	UT	84405-1907	13-211-0109
James	Floyd	7492	S	1980 E		Ogden	UT	84405-1907	13-211-0110
Paul	Sutton	7503	S	1980 E		Ogden	UT	84405-1902	13-211-0003
Cameron	George	7506	S	1980 E		Ogden	UT	84405-1901	13-211-0004
Brady	Wilcox	7515	S	1980 E		Ogden	UT	84405-1902	13-211-0002
Jessica	Pierce	7518	S	1980 E		Ogden	UT	84405-1901	13-211-0005
Tyler	Fourie	7512	S	2020 E		Ogden	UT	84405-9641	13-211-0012
Austin	Strong	7517	S	2020 E		Ogden	UT	84405-9641	13-211-0010
Matthew	Bolton	7532	S	2020 E		Ogden	UT	84405-9641	13-211-0014
Patrick	McNamara	7544	S	2020 E		Ogden	UT	84405-9641	13-211-0015
Teri	Brown	7563	S	2020 E		Ogden	UT	84405-9641	13-211-0042
Leonard	Gillespie	7564	S	2020 E		Ogden	UT	84405-9641	13-211-0036
Michael	Jaggi	7572	S	2020 E		Ogden	UT	84405-9641	13-211-0037
Mariah	Johnston	7580	S	2020 E		Ogden	UT	84405-9641	13-211-0038
Rhett	Reisbeck	7581	S	2020 E		Ogden	UT	84405-9641	13-211-0040
Ryan	Taylor	7588	S	2020 E		Ogden	UT	84405-9641	13-211-0039

For Office Use Only

Fees received by: AL Date of submittal: 10/1/14
Amount Paid: 500.00 Receipt #: 13-079598

Initial Review, all of the required supporting materials have been provided: EE

PC Meeting Date: Oct-23, 2014



Preliminary Plan Application

Project/Subdivision Name: UDY ACRES SUBDIVISION
Approx. Location: 7470 SOUTH 1900 EAST
Parcel Number(s): 13-033-0060, 0061, 0064 Total Acres: 3.20 AC.
Current Zone: R-M-A If Rezoning, to what zone: RM Bordering Zones: RM
Surrounding Land Uses: RESIDENTIAL
Number of Lots: 9 # Lots per Acre: 2.8
Phase: 1 of 1 PUD: Yes No

Contact Information

Developer or Agent

Developer's Engineer

Name: Aaron Haaga
Company Name: The Ambrose Group, Inc.
Address: 225 E. Murray Holladay Rd #200
City/State/Zip: Holladay, UT 84117
Phone: 801-706-5019 Fax: 801-618-9198
Email: aaron@ambroseco.com

Name: J. NATE REEVE
Company: REEVE & ASSOCIATES, INC.
License #: 375328
Address: 920 CHAMBERS STREET, STE. 14
City/State/Zip: OGDEN, UT 84403
Phone: 801-621-3100 Fax: 801-621-2666
Email: nreeve@reeve-assoc.com

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Surveyor

Property Owner(s)

Check here if same as Engineer

Check here if same as Developer

Name: CHAD ANDERSON
Company: _____
License #: 7736336
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Name: Kevin + Pamela Udy + Robert + Linda Flinders
Address: 7460 + 7486 South 1900 East
City/State/Zip: South Weber, UT 84405
Phone: 801-718-1025 Fax: _____
Email: udykj@ldschurch.org

Preliminary Plan Requirements

- Complete all conditions/requirements set by the Sketch Plan committee
- 2 Sets of Mailing Labels – listing the names/mailling addresses for property owners within 300’ for the outer boundaries of the property
 - A list of delineating parcel numbers for each of the surrounding property owners
- Current Title Report
- Draft of easements/agreements with adjacent property owners (if applicable)
- Draft of Covenants, Conditions, and Restrictions (if applicable)
- Complete Utility Notification Form
- A letter of approval from applicable Secondary Water provider stating date of plans reviewed and date approved
- A written statement from the Army Corps of Engineers regarding wetland mitigation (if applicable)
- Preliminary Storm Drain Calculations (See Storm Drain Ordinance)

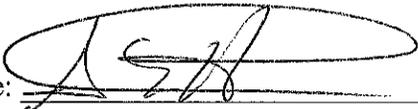
One full sized (24” x 36”), one reduced (11” x 17”), and one electronic PDF form shall be submitted of the following (north to face up or to the right):

- Information to Include on all Drawings:** This is in addition to information required by sketch plan application, and is not limited to the following:
 - ✓ The approved name of the subdivision and the words “Preliminary Plat – Not to be Recorded” listed on each page
 - ✓ Written indication of design criteria to be used in design of improvements
 - ✓ Dimensions shown in feet and decimals
 - ✓ Bearings shown in degrees, minutes, and seconds
 - ✓ Contours at two foot intervals for predominant ground slopes between level and ten percent
 - ✓ Contours at five foot intervals for predominant ground slopes greater than ten percent
 - ✓ Location and sizes of proposed sanitary sewers and other sewage disposal facilities
 - ✓ Location and sizes of culinary water facilities
 - ✓ Location and size of storm drainage facilities and detention basins
 - ✓ Wetland Delineation (if applicable)
 - ✓ Boundaries of areas subject to flooding or storm water overflow in accordance with FEMA’s flood plain mapping
 - Width and direction of flow of all watercourses
 - Include existing and proposed irrigation and natural runoff channels/courses
 - ✓ Location, proposed names, widths and typical cross section of streets, curbs, gutter, sidewalks, and other improvements of proposed street right-of-ways and access easements
 - ✓ Dimensions and locations of all existing or proposed dedications, easements, and deed restrictions
 - ✓ Location of any improvements that may be required to be constructed beyond the boundaries of the subdivision (as appropriate)
 - ✓ Type and size of fencing shown along canals, waterways, and agricultural land

*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature:  _____ Date: 9/11/14

Property Owner's Signature: _____ Date: _____

**Sketch Plan Meeting
Udy Acres
August 27, 2014 - 8:30 a.m.**

Attendance: Nick Jensen, Developer; Kevin Udy, Owner; Aaron Haaga, Developer; Nate Reeve, Engineer; Rod Westbroek, Planning Commissioner; Barry Burton, City Planner; Brandon Jones, City Engineer; Tom Smith, Recorder; Duncan Murray, City Manager; Mark Larsen, Public Works Director; Elyse Greiner, Deputy Recorder.

Introduction

Nate said the project was started 6 years ago with another plan but it was put on hold until neighbors were willing to cooperate (Flinder) and because of the economy. Utilities from Cedar Cove come out through the property; sewer and storm drain water are already in. Cedar Cove is a private development. The plan went through approvals the first time for the first four lots, even final, but it just never moved forward. He is anticipating the same agreement on the storm drain; regional basin fees paid in lieu of on-site detention. They have connection locations and inlets but are not showing anything else with detention on site and are showing enlarging Shay Lane to a standard city street width.

Staff Feedback

Utilities

Brandon said the plans need to accurately show all existing utilities. He does not want to replicate additional issues down the road by not showing them in the right place. The water line shown on the west side of the road is the irrigation line, or it is at least close to there. The water line is on the east side of the road, just not sure exactly where it is. Nate asked if it is still in the park strip. Brandon didn't know and suggested Mark might know more. Nate stated that they have culinary in the road extension and asked if they have secondary. Kevin says yes. Brandon wants them potholed and verified anyway.

Setbacks

Brandon said the current ordinance doesn't allow for a 60ft right of way. Nate asked what the point of a 70ft is and if the ordinance has changed. Brandon said it did change because the city was having problems with making roads only be 60ft because developers were connecting to an existing 60ft but the difference between the two is only where the sidewalk is located and the width of the sidewalk. There is requirement for sidewalk on both sides. Brandon says this is a unique situation. The current sidewalk in Cedar Cove on the north side of the road is against the back curb and the south side is a small sidewalk but has a park strip. The current city standard for the street section is a 7 ½ ft. parkstrip with a 6ft sidewalk; although Brandon wouldn't be opposed to putting a 6ft sidewalk on the north side up against the back of curb (personal preference). If developers did that, they would still have a 70ft right of way and with the sidewalk it wouldn't feel as large of a right of way. Barry says there are no provisions for exceptions with the 70ft right of way; it's a provision of the subdivision ordinance. The ordinance can be waived by the City Council; they can vary from that without going through any huge process but he doesn't think there is a real justification for it. Nate asked from a developers' standpoint, if the asphalt stays the same, the parkstrip goes to 7 ½ ft. and the sidewalk to 6ft,

would the city allow a reduced front yard setback to accommodate. Brandon said it's reduced from what the 60ft setback was before. The developer can add 5ft to the right of way and take away 5ft from the setbacks, so the distance from the back of curb to the front of the house is the same as it always was (Front setbacks for R-M on 60ft right of way is 25ft and a 70ft is 20ft, 10-5A-5). Also the city has increased the density to accommodate for the loss of the 10ft. Nate said the lots on the Udy side of property will be less than 100ft in depth so the lot perception would be smaller. Brandon doesn't see a need to recommend to the Council to change the right of way from a 70ft to 60ft. Nate asked what the side setback for the existing Udy home is and Barry said 20ft.

Boundaries

Mark pointed out to Brandon before the meeting that based on the boundaries, it lists 3.2 acres for 3 parcels but the county only shows 2.95 acres. Nate says they have done a boundary survey. Nate said they would double check. Brandon recommended checking sooner than later because if it's less the developers might have to change the lot configuration.

Roads

Brandon said some issues in the past have been how to handle connecting a private road to public road and suggested the developers connect the road and provide a turnaround at the end of the public piece. Mark says they either need a turnaround or permission to turn around in the intersection of Cedar Cove. Barry said if there is a gate, there has to be a turnaround. Nate said if the road is connected, Cedar Cove loses bus service but nothing official has ever been documented. Brandon suggested building asphalt to asphalt and Cedar Cove could block it off entirely as their right but then the city would require the developers to have a permanent turnaround. The developers could obtain permission from Cedar Cove to leave the gate permanently open for emergency vehicles/snowplows. Nate asked if there is a gate of some sort on Shay Lane, would they need a stub or turnaround. Brandon said there may not be a gate but there would have to be a signed agreement saying there won't be one. Cedar Cove operates under an HOA and James Durrant is the manager. 7470 S. is not Shay Lane as directed by Brandon.

Mark asked if they want a road to tie into 1950 E. on the north side of South Weber Drive. Brandon said they could stub it that direction and it would make sense to connect it. Aaron says he would lose 1 lot if he did that. Barry asked what the distance is that U-Dot requires. Brandon said it was 660ft for the charter school but doesn't remember the distance for the speed limit drop to 40mph. For the long term plan, Brandon said it is better to not have additional access on South Weber Drive for access management reasons and goes on to say in the General Plan the city does not address making a connection through there. Brandon said if the impact of a turnaround there means losing a lot, it may not be worth it. The option to extend to the north would eliminate the need for a turnaround. Nate asked Mark about his experience with hammerhead turnarounds in driveways. Mark said he worries about ones with driveways because it's hard to turn around because cars are parked there.

Sidewalks and Connectivity

Brandon said the plans didn't look like they were showing sidewalk on 1900 E. along the front of lots 1 and 9. Nate said they will have that. The sidewalk should match on 1900 E. with 4ft and

6ft on the new road. Barry said there is no justification for making the sidewalk 4ft everywhere, as questioned by Aaron, instead of as the ordinance dictates. Brandon says there are standards for a reason. Nate is worried about maintaining the connectivity of the wider side. Brandon wants width of the sidewalk to be 6ft. Barry said when the developers put a turnaround in; it's going to change the connectivity anyway. The city's position via Brandon is the developers should build a road connecting asphalt to asphalt to the property line, if Cedar Cove chooses to block their road off the developers already have the provision for it with the turnaround. The developers can't block off a public road, answering Aaron's question. Brandon said putting a stub on the north will give a hammerhead turnaround. The city would recommend to Cedar Cove to not add a gate but there would need to be an agreement signed in perpetuity that a gate or blockage would never happen resulting in them then not needing a turnaround. Brandon said that the developers would need a document saying Cedar Cove would allow the city to have open public access to that road. Brandon said it's the subdivision's right (Cedar Cove) to do what they want and the city can't that take away. Nate said in the past they put up traffic calming devices to appease residents of a private subdivision. Brandon would rather see a straight through road but it can't happen without providing the provision.

Nate asked if the developers talk to Cedar Cove and get a no answer to connecting the road, if the developers should then put in a cul-de-sac. Brandon said no because he thinks the road should connect and to plan for it; so plan for it even if they say no now. Aaron, from a developer's standpoint, would rather have the road blocked because it hurts his value being connected to a PUD. Mark said once they put a cul-de-sac in, there is no going back. Brandon says this is just the current situation with the property and the city can't knowingly block the road off from a public safety perspective (his opinion). Brandon thinks there is a high likelihood a gate wouldn't stay closed. Aaron asked how it is a bigger public safety hazard if they allow a turnaround/cul-de-sac as opposed to connecting the road. Public safety is currently compromised because of the length of time it would take to get there. Aaron asked question about intersections and Barry clarified saying the city suggests a T intersection not an L.

Nick asked if they were to make the connection if they could take down a current resident's fence on a particular property. The answer was yes because of the easement. Nate asked if the city has records on when Cedar Cove's standards were approved. Barry suggested looking in minutes (15 years?). Rod said the issue with the stub was probably because the cul-de-sac was illegal and it was created to comply and because there was intent use it. Brandon says utilities are there in preparation for the road, the intent is obvious. Nate asked about the best way to prove the intent. Barry said plans show the road going through. Brandon said it's up to the developer on whether to talk with Cedar Cove, they don't need approval. The only reason the developers would seek approval is for a permanent connection and if they don't get approval, they have to provide a turnaround. Brandon's opinion is that a cul-de-sac is not an option. Nate sees the gate and access issue as an equal part with the city and wants to work together. Mark said the city will support by providing documentation and Brandon said that he would talk to the residents to let it stay open. Brandon said they can develop with the turnaround and a gate would be the choice of Cedar Cove. Brandon wants it to connect with no turnaround but the city needs documentation saying that Cedar Cove will allow the connection. Nate requests the city to provide Cedar Cove phase 2 documentation of approval.

Storm Water

Brandon said the storm drain and a fire hydrant are the only utilities being added other than services. The inlet boxes are good but the developers need one more on 1900 E. on the south end radius upstream side otherwise they would have to have a waterway. Brandon will do a recalculation for the regional basin one-time fee in lieu of putting detention on the property. Brandon said to Mark that the city needs to make sure utilities are properly marked and located on 1900 E., probably needs to be potholed. Mark said he would help. Nate said he can send a survey crew out. Mark asked the developers if the city could dig holes, Kevin said yes. Mark said the city will pick a day and let Nate know. Mark asked if the developers could line the road up better to the existing road to make a straighter intersection. Nate said he already figured out the utilities with the conception of the road.

Rezone and Future Plans

Barry said the rezone needs to happen. Brandon said it could run concurrent with the preliminary approval from the Planning Commission subject to final approval from the Council (Lots 8, 7, 6, 5, and 9, everything on the south side). Brandon asked Rod if he saw any problem rezoning from A to R-M, Rod said no.

Brandon said the developers could go to preliminary at this point. Barry doesn't think it needs to come back. If developers choose to get permission to connect the road from Cedar Cove, the city needs something more than a letter; a legal description. Nate said they need an easement on the property. Barry said an easement allows all public access but it doesn't make it a public road. Barry said they would have to be careful with the language saying public access. Brandon said it would have to say no obstruction/gate, signs and such could be put up, and recommends not presenting it as anything from a developers' perspective but as the city requested it.

If the developers have all of their materials into Elyse by September 4, the preliminary plats and rezone application, then they could get on the agenda for Planning Commission for September 25. Barry prefers separating the rezone from the approval process. Barry said he didn't think Planning Commission would mind doing the preliminary and final at the same time, however the rezone has to go through before the final. Brandon said if they combine the preliminary, final, and rezone in the same meeting, the rezone would have to be approved by the City Council first. If the developers want to combine all of the meetings, they need to have everything done, there are no subject to's.

Items for Developers to Address:

- **Verify utilities**
- **Change road to 70ft with according standards**
- **Check the boundaries**
- **Adjust the sidewalks, show on lots 1 and 9**
- **Add a turnaround**
- **Ask and obtain permission to connect the road with legal documentation**
- **Add inlet box on 1900 E.**
- **Rezone application**

Items for City to Address:

- **Provide documentation for Cedar Cove Phase 2 approvals**
- **Brandon recalculate fee in lieu of detention**
- **Public Works locate and mark utilities**

Adjourned at 9:55 a.m.

Minutes recorded by Elyse Greiner, Deputy Recorder.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

Issued through the office of:

**Richland Title Insurance Agency, Inc.
10714 South Jordan Gateway, Ste 100
South Jordan, UT 84095
(801) 747.3395 PH (801) 261.5199 FX**

Continued on back page


Authorized Signature

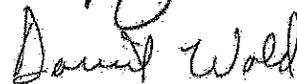
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

American Land Title Association Commitment

Old Republic Title Company
File No. 1409016U

SCHEDULE A

Richland Title Insurance Agency, Inc.
10714 South Jordan Gateway, Ste 100
South Jordan, UT 84095
(801) 747.3395 PH (801)261.5199 FX

1. Commitment Date: 08/28/14 at 08:00 AM
2. Policy (or Policies) to be issued: Premium
 - a. Alta 2006 Owner's Policy - Policy Amount \$93,600.00 \$662.00
Proposed Insured: The Ambrose Group, LLC
 - b. Alta 2006 Loan Policy - Policy Amount \$53,600.00 \$266.00
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Additional Charges (if any) Endorsements 8.1, 100, 116 \$60.00

3. The estate or interest in the land described in this Commitment is owned Fee Simple, at the Commitment Date, by **Kevin J. Udy and Pamela H. Udy, Husband and Wife, as Joint Tenants, with Full Rights of Survivorship**

4. The land referred to in this Commitment is situate in the County of **Davis**, State of **UT** and is described as follows:

See Exhibit "A", attached hereto and made a part hereof.

Countersigned at South Jordan


Authorized Officer or Agent
Richland Title Insurance Agency, Inc.
Agent ID: A43050

THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVITY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

THIS COMMITMENT SUBJECT TO STATEMENT OF TERMS, CONDITIONS, AND STIPULATIONS
ATTACHED.

EXHIBIT "A"
File No. 1409016U

Parcel 1:

A parcel of land situated within the Northwest Quarter of the Northwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian; Described as follows: Beginning at a point which is South 00 Deg.00'26" East along the West Line of said Section 35 297.00 feet from the Northwest corner of said Section 35 & running thence East 181.50 feet; thence South 36.00 feet; thence East 269.06 feet to an existing fence line; thence South 01 Deg.10'40" West along said fence line and along a Westerly boundary of proposed Subdivision Plat (Cedar Cove Phase II PUD) 114.84 feet, more or less, to the North line of a parcel deeded to U.S. Development in Book 2549 at Page 307 for street purposes; running thence along the arc of a 1800 foot radius curve to the right 60 feet, more or less, to a point of reverse curvature, said curve having a radius of 1500 feet; thence along the arc of said curve 60.0 feet; thence North 89 Deg.56'28" West 331.96 feet to the West line of said Section 35; thence North 00 Deg.00'26" West along said West line 148.36 feet to the point of beginning.

Parcel No. 13-033-0061

Parcel 2:

Part of the Northwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian described as follows: Beginning at a point which is South 89 Deg.50'00" East 678.50 feet along the North line of said Section 35 & South 00 Deg.10'00" West 33.00 feet to the Southerly Right of Way line of 7400 South Street & South 300.00 feet & West 226.40 feet & South 112.85 feet from the Northwest corner of said Section 35; running thence South 36.00 feet; thence North 89 Deg.56'28" West along an existing fence line 451.94 feet to the West line of said Section 35; thence North 00 Deg.00'26" West along said West Section line 38.00 feet; thence South 89 Deg.56'28" East 331.96 feet to the Beginning of a curve to the right; said curve having a Delta Angle of 01 Deg.54'36" & a Radius of 1500.00 feet (Chord bears South 88 Deg.59'10" East 60 feet); thence Easterly along the arc of said curve 60.00 feet to a point of reverse curvature; said curve having a Delta Angle of 01 Deg.54'36" & a Radius of 1800.00 feet (Chord bears South 88 Deg.58'10" East 60.00 feet); thence Easterly along the arc of said curve 80.00 feet to the Point of Beginning.

Parcel No. 13-033-0064

SCHEDULE B - Section I - Requirements

**Old Republic Title Company
File No. 1409016U**

The following are the requirements to be complied with:

Item (a) The company hereby reserves the right to add additional exceptions to coverage and/or requirements for the issuance of any policy pursuant to this commitment upon its receipt of additional information. If the policy to be issued exceeds \$500,000.00, a policy will not be issued or funding take place without written approval of the underwriter.

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (d) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (e) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$150.00.

Item (f) You must tell us in writing the name of anyone not referred to in this commitment who has or will have an interest in the land or who has made or will make a loan on the land. We may then make additional requirements or exceptions.

Item (g) Provide the following for a Corporation, Limited Liability Company or Partnership if involved in the transaction:

- I. Copy of resolution creating authority to execute documents pertinent to this transaction.
- II. Articles of Incorporation, Articles of Organization, or Partnership Agreement creating the entity, respectively.
- III. Certificate of good standing from the State of Utah indicating entity is still a viable and recognized entity.
- IV. Copy of by-laws, operating agreement or other similar document if partnership.

Item (h) If the property is held in Trust, a copy of the Trust Agreement with all amendments along with an affidavit from the current Trustee that the Trust Agreement is still in force must be provided.

Item (i) If the applicant desires copies of any matters shown as exceptions in Schedule B -- Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (j) The owner and any previous owners within the last 6 months are required to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

Other Requirements:

- 1) **Removal, Reconveyance or otherwise release exception no.'s 16 & 17 on Schedule B, Section 2.**
- 2) **Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.**
- 3) **Trust Deed securing new loan.**

NOTE: The Property Address is: **7460 South 1900 East
South Weber, Utah 84405**

Parcel Number: **13-033-0061 & 13-033-0064**

American Land Title Association Commitment -- Utah
Schedule B -- Section 1
Form CU-B - Valid only if Schedule B and Cover are attached.

SCHEDULE B - Section II - Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. All taxes. Taxes are collected annually and are due on November 1st of each year. Taxes for the year 2013 have been paid in the amount of \$1,978.14 and \$275.75 respectively. Tax Serial Number's 13-033-0061 and 13-033-0064
9. All assessments. Said property is within the boundaries of Tax District 47, Weber Basin Water Conservancy District, South Davis Water Improvement District, South Davis Sewer Improvement District and North Salt Lake City, and is subject to any charges and assessments levied thereunder.
10. The effects of the recorded plat including but not limited to easements, rights of way, etc., noted thereon.
11. The effects of any Declarations of Protective Covenants, Conditions and Restrictions recorded in the official records as amended or added to from time to time.
12. The effects of easements and rights of way for roads, ditches, canals, telephone, and transmission lines; drainage, utilities or other, over under or across said property which are of record or which may be ascertained by an inspection or survey, as well as, covenants, conditions and restrictions of record and conflicts in boundaries.
13. The effects of UTILITY EASEMENT to Davis County, recorded June 28, 1999, as Entry Number 1528052 in Book 2524 at Page 288 of the official records.
14. The effects of EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT from U.S. DEVELOPMENT to Kevin Udy for ingress and egress, recorded March 12, 2002, as Entry Number 1736989 in Book 3002 at Page 1331 of the official records. (affects parcel 2)
15. The effects of an AFFIDAVIT regarding a variance granted by the board of adjustment, recorded February 29, 2000, as Entry Number 1577579 in Book 2620 at Page 96 of the official records.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

16. A DEED OF TRUST to secure an indebtedness of the amount stated herein and any other amount payable under the terms thereof. DATED: December 15, 2011. RECORDED: December 20, 2011. AMOUNT: \$210,000.00, plus interest. TRUSTOR: Kevin J. Udy and Pamela H. Udy. BENEFICIARY: "MERS" acting solely as a nominee for RANLIFE, INC. TRUSTEE: American Preferred Title. ENTRY NUMBER: 2633214. BOOK: 5421. PAGE: 170. (affects parcel 1)
17. An inquiry to the Division of Corporations and Commercial Code of the Department of Commerce has disclosed that the legal status of The Ambrose Group, Inc. expired on June 24, 2014 due to a failure to file a renewal.

CHAIN OF TITLE: According to the public record there have not been any deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows: NONE

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NOTE: The following names have been checked for judgments:

Kevin J. Udy Pamela H. Udy The Ambrose Group, LLC

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTIONS 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) The Mortgage or Deed of Trust, if any, required under Schedule B - Section 1, Item (c); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water, minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

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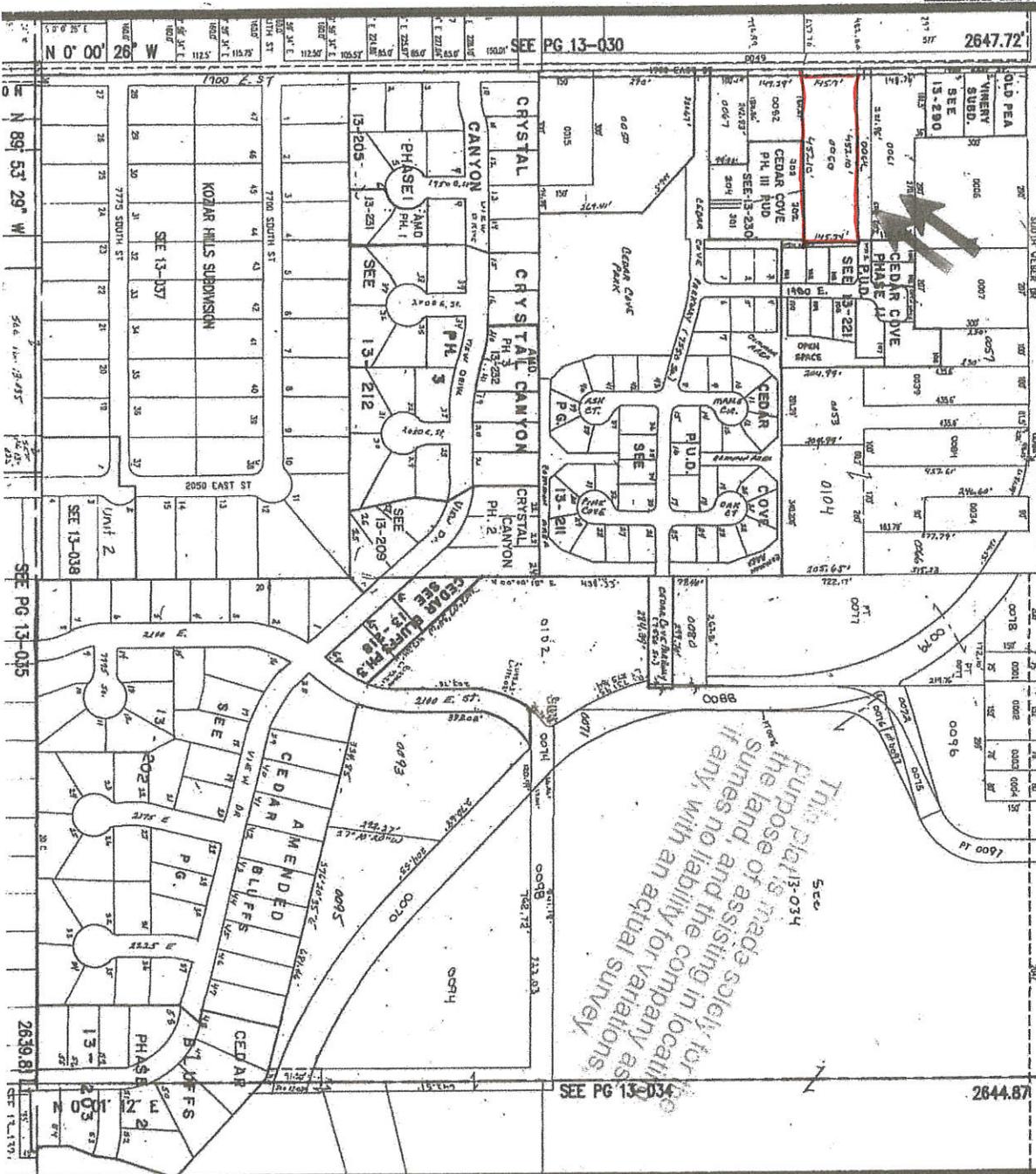
Countersigned at Murray, Utah:


Authorized Officer or Agent
Richland Title Insurance Agency, Inc.
Agent ID A43050

American Land Title Association Commitment – Utah
Schedule B – Section 2
From No. CU-B

Please make any inquiries to Richland Title Insurance Agency Phone No. (801)747-3395
Fax (801)261-5199

13 033



PID	OWNER	ACRE									
0001	Backus, William F & S	.318	0001	Backus, William F & S	.318	0001	Backus, William F & S	.318	0001	Backus, William F & S	.318
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See
 13-034
 This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey.

NW SECTION 35 T 5N R 1W SALT LAKE MERIDIAN
 DAVIS COUNTY, UTAH - RECORDERS OFFICE

SCALE: 1" = 200'
 PREVIOUS 13-033
 LAST # 12



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides YOU with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

**All Plans Must Reflect The Following Date
& South Weber City Stamp:**

RECEIVED

OCT 01 2014

Per *Wally Aron*



*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

Utility Notification Form

Project/Subdivision	Developer or Agent
Name: <u><i>Udy Acres</i></u>	Name: <u><i>Aaron Haaga</i></u>
<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	Company Name: <u><i>The Ambrose Group, Inc.</i></u>
Approx. Location: <u><i>746050. 1900E.</i></u>	Address: <u><i>2225 E. Murray Holladay Rd #206</i></u>
Parcel Number(s): <u><i>13-033-0061</i></u>	City/State/Zip: <u><i>Holladay, Ut. 84117</i></u>
Number of Lots: <u><i>3</i></u>	Phone: <u><i>801-706-5419</i></u>
Phase: <u> </u> of <u> </u> PUD: Yes/ <input checked="" type="radio"/> No	Fax: <u><i>801-618-4198</i></u>
	Email: <u><i>aaron@ambroseire.com</i></u>

QUESTAR GAS

Name: <u><i>Robert Conroy</i></u>	Title: <u><i>PE Const</i></u>	Phone: <u><i>801-710-3755</i></u>
(please print)		
Signature: <u><i>Robert Conroy</i></u>		Date: <u><i>9-29-14</i></u>

COMCAST CABLE TV

Name: _____	Title: _____	Phone: _____
(please print)		
Signature: _____		Date: _____

QWEST

Name: <u><i>GARY WEAVER</i></u>	Title: <u><i>FIELD ENGR.</i></u>	Phone: <u><i>801-626-5360</i></u>
(please print)		
Signature: <u><i>Gary Weaver</i></u>		Date: <u><i>9-29-14</i></u>

ROCKY MOUNTAIN POWER

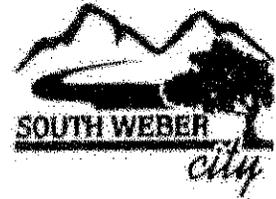
Name: <u><i>Curtis Galvez</i></u>	Title: <u><i>ESTIMATOR</i></u>	Phone: <u><i>801-629-4318</i></u>
(please print)		
Signature: <u><i>Curt Galvez</i></u>		Date: <u><i>9-29-14</i></u>

All Plans Must Reflect The Following
& South Weber City Stamp:

RECEIVED
OCT 01 2014

Per [Signature]

OFFICIAL SEAL
SOUTH WEBER CITY
DAVIS COUNTY, UTAH
1938 * 1971 *



*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

Utility Notification Form

Project/Subdivision	Developer or Agent
Name: <u>Utah Acres</u>	Name: <u>Arion Hoag</u>
<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	Company Name: <u>The Ambrose Group, Inc.</u>
Approx. Location: <u>7400 So 1900 E.</u>	Address: <u>2225 E. Murray Blvd. #200</u>
Parcel Number(s): <u>13-223-001</u>	City/State/Zip: <u>Wendover, UT 84117</u>
Number of Lots: <u>3</u>	Phone: <u>801-702-3119</u>
Phase: <u> </u> of <u> </u> PUD: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Fax: <u>801-618-9195</u>
	Email: <u>arion@ambroseinc.com</u>

QUESTAR GAS

Name: Robert Comen Title: Proj. Const Phone: 801-710-3755

Signature: [Signature] Date: 9-29-14

COMCAST CABLE TV

Name: Greg Miller Title: Coord. 2 Plan & Design Phone: 801-401-3017

Signature: [Signature] Date: 10/01/2014

QWEST

Name: [Signature] Title: FIELD ENGR Phone: 801-622-5850

Signature: [Signature] Date: 9-29-14

ROCKY MOUNTAIN POWER

Name: Curtis Colver Title: ESTIMATOR Phone: 801-629-4318

Signature: [Signature] Date: 9-28-14

SOUTH WEBER WATER IMPROVEMENT DISTRICT

**7924 S. 1900 E.
South Weber, UT 84405
Phone (801) 475-4749
Fax (801) 475-0508
Emergency (801) 510-8073
Maintenance
Rorie Stott (801) 336-8951**

**BOARD DIRECTORS
Ferrin Calder 479-4475
Owen Cash 479-7858
Jan Ukena 479-8749
Jeffery Monroe 479-5213
Leslie Waters 479-6634**

To: South Weber City,

The South Weber Water Improvement District will furnish secondary water to the Udy Acres Subdivision.

DATED this 30 day of September 2014

Thank you,

South Weber Water Improvement District

Storm Runoff Calculations

UDY Acres Subdivision

10/2/2014 SKT

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Ogden UT area taken from data compiled by NOAA Atlas 14, using a 100 year storm.

The calculations are as follows:

1. Generated Stormwater

Runoff Coefficient	C =	0.48
Rainfall Intensity	i =	1.6 IN./HR.
Runoff Quantity	Q =	CiA
Acreage	A =	3.18 ACRES

Q(out) = C*i*A = 2.43 CFS

2. Weighted Runoff Coefficient

Runoff Coefficients

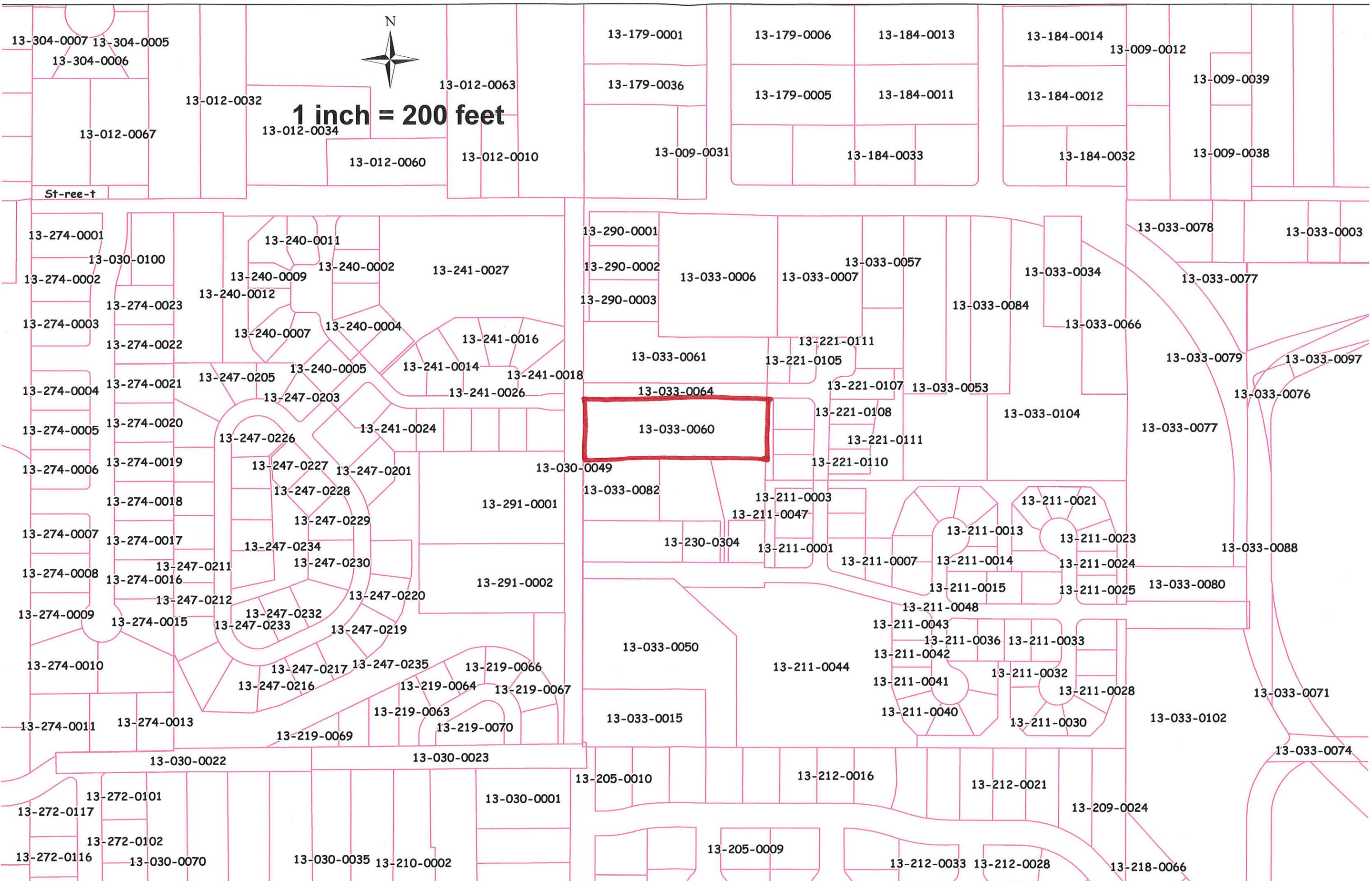
Paved Area	31645	C = 0.9
Landscaped Area	80029	C = 0.2
Roof	27000	C = 0.8

Weighted Runoff Coefficient C = 0.48

FIRST NAME	LAST NAME	HOUSE NUMBER	DIR	STREET NAME	APT/BOX	CITY	ST	ZIP	Parcel Numbers
Brandon	Hunt	1950	E	7550 S		Ogden	UT	84405-1900	13-230-0304
Jahan	Imani	1956	E	7550 S		Ogden	UT	84405-1900	13-230-0303
Jared	Bradshaw	1962	E	7550 S		Ogden	UT	84405-1900	13-230-0302
Matthew	Woolley	1990	E	7550 S		Ogden	UT	84405-1900	13-211-0006
William	Robinson	2002	E	7550 S		Ogden	UT	84405-1903	13-211-0007
Mardee	Hagen	2013	E	7550 S		Ogden	UT	84405-1904	13-211-0043
Scott	Holden	2039	E	7550 S		Ogden	UT	84405-1904	13-211-0034
Nathan	Bird	7466	S	1980 E		Ogden	UT	84405-1907	13-211-0107
Sterling	Durrant	7478	S	1980 E		Ogden	UT	84405-1907	13-211-0108
Nathan	Gailey	7481	S	1980 E		Ogden	UT	84405-1908	13-211-0103
Howard	Fitzgerald	7486	S	1980 E		Ogden	UT	84405-1907	13-211-0109
James	Floyd	7492	S	1980 E		Ogden	UT	84405-1907	13-211-0110
Paul	Sutton	7503	S	1980 E		Ogden	UT	84405-1902	13-211-0003
Cameron	George	7506	S	1980 E		Ogden	UT	84405-1901	13-211-0004
Brady	Wilcox	7515	S	1980 E		Ogden	UT	84405-1902	13-211-0002
Jessica	Pierce	7518	S	1980 E		Ogden	UT	84405-1901	13-211-0005
Tyler	Fourie	7512	S	2020 E		Ogden	UT	84405-9641	13-211-0012
Austin	Strong	7517	S	2020 E		Ogden	UT	84405-9641	13-211-0010
Matthew	Bolton	7532	S	2020 E		Ogden	UT	84405-9641	13-211-0014
Patrick	McNamara	7544	S	2020 E		Ogden	UT	84405-9641	13-211-0015
Teri	Brown	7563	S	2020 E		Ogden	UT	84405-9641	13-211-0042
Leonard	Gillespie	7564	S	2020 E		Ogden	UT	84405-9641	13-211-0036
Michael	Jaggi	7572	S	2020 E		Ogden	UT	84405-9641	13-211-0037
Mariah	Johnston	7580	S	2020 E		Ogden	UT	84405-9641	13-211-0038
Rhett	Reisbeck	7581	S	2020 E		Ogden	UT	84405-9641	13-211-0040
Ryan	Taylor	7588	S	2020 E		Ogden	UT	84405-9641	13-211-0039



1 inch = 200 feet



13-304-0007 13-304-0005
13-304-0006

13-179-0001

13-179-0006

13-184-0013

13-184-0014

13-009-0012

13-012-0032

13-012-0063

13-179-0036

13-179-0005

13-184-0011

13-184-0012

13-009-0039

13-012-0067

13-012-0034

13-012-0060

13-012-0010

13-009-0031

13-184-0033

13-184-0032

13-009-0038

St-ree-t

13-274-0001

13-240-0011

13-290-0001

13-033-0078

13-033-0003

13-030-0100

13-240-0009

13-240-0002

13-241-0027

13-290-0002

13-033-0006

13-033-0007

13-033-0057

13-033-0034

13-033-0077

13-274-0002

13-240-0012

13-290-0003

13-033-0084

13-274-0023

13-240-0007

13-240-0004

13-241-0016

13-033-0066

13-274-0003

13-274-0022

13-247-0205

13-240-0005

13-241-0014

13-241-0018

13-033-0061

13-221-0105

13-221-0111

13-033-0079

13-033-0097

13-274-0004

13-274-0021

13-247-0203

13-241-0026

13-033-0064

13-221-0107

13-033-0053

13-033-0076

13-274-0005

13-274-0020

13-247-0226

13-241-0024

13-033-0060

13-221-0108

13-033-0104

13-033-0077

13-274-0006

13-274-0019

13-247-0227

13-247-0201

13-030-0049

13-221-0111

13-274-0018

13-247-0228

13-291-0001

13-033-0082

13-211-0003

13-211-0021

13-033-0077

13-274-0007

13-274-0017

13-247-0229

13-211-0047

13-211-0013

13-211-0023

13-033-0088

13-274-0008

13-274-0016

13-247-0211

13-247-0230

13-291-0002

13-230-0304

13-211-0001

13-211-0007

13-211-0014

13-211-0024

13-033-0080

13-274-0009

13-274-0015

13-247-0212

13-247-0232

13-247-0220

13-211-0015

13-211-0025

13-033-0080

13-274-0010

13-274-0013

13-247-0233

13-247-0219

13-219-0066

13-033-0050

13-211-0044

13-211-0048

13-211-0043

13-211-0036

13-211-0033

13-033-0080

13-274-0011

13-274-0013

13-247-0216

13-247-0217

13-247-0235

13-219-0066

13-033-0015

13-211-0044

13-211-0042

13-211-0041

13-211-0032

13-211-0028

13-033-0071

13-030-0022

13-030-0023

13-247-0216

13-247-0217

13-247-0235

13-219-0066

13-205-0010

13-212-0016

13-212-0021

13-033-0102

13-272-0101

13-272-0117

13-219-0069

13-219-0063

13-219-0070

13-030-0001

13-205-0009

13-212-0033

13-212-0028

13-218-0066

13-272-0116

13-030-0070

13-219-0069

13-219-0063

13-219-0070

13-205-0010

13-212-0016

13-212-0021

13-209-0024

13-272-0102

13-030-0035

13-030-0035

13-210-0002

13-205-0009

13-205-0009

13-212-0033

13-212-0028

13-218-0066

MEMORANDUM

TO: South Weber City Planning Commission

FROM: Brandon K. Jones, P.E.
South Weber City Engineer 

CC: Duncan Murray – South Weber City Manager
Barry Burton – South Weber City Planner
Mark Larsen – South Weber City Public Works Director

RE: **UDY ACRES SUBDIVISION**
Preliminary Review

Date: October 20, 2014

Our office has completed a review of the preliminary plans submitted to us, dated October 2, 2014. We recommend approval subject to the following items being addressed prior to seeking final approval from the Planning Commission.

GENERAL

1. One of the major issues with this subdivision is the connection of a public road with the existing private road in the Cedar Cove PUD Subdivision. This was a concern the last time this property was proposed to be developed. In the research that we've done, it is clear that the intent was for 7470 South to connect to 1900 East. We strongly recommend that this connection be made, as proposed.
2. Another issue is access to the Bingham property, north of this proposed development. No stub street is being proposed to the north. This means that the Bingham property will only have one option for access when they choose to develop; onto South Weber Drive at 1950 East. There is only approximately 350 feet between the intersections of 1900 East and 1950 East. This does not meet the spacing requirement that UDOT requires between intersections on a 40mph road; so, at best, a variance to this requirement would need to be granted in order for this property to develop at all. We feel it would be better to have the Bingham property access from the new public road being proposed, rather than South Weber Drive. However, this is not specifically addressed in the General Plan. So, we are just bringing it to the Planning Commission's attention and recommending that it be looked at.

PLAT

3. The turnaround should be shown as permanent (not temporary) over Lots 5 and 6. If permanent public access can be acquired from Cedar Cove PUD on 7470 South up to and including the intersection at 1980 East, then a turnaround would not be required.

4. The road should be labeled at 7470 South.
5. Addresses need to be added. These will be provided by our office.

IMPROVEMENT PLANS

6. In the Sketch Plan Meeting, we requested that the existing utilities be pot-holed in order to verify their locations. To our knowledge this has not been done. We are concerned that unless correctly located, there is a possibility that some of the utilities may not end up located under the asphalt.
7. It does not make sense to try and put a small detention basin on this property. However, all development is required to detain at 0.1 cfs/acre according to the current storm water requirements of the City Standards. Therefore, we have figured the detained volume that would be required for this small development and would recommend that the developer pay a fee in lieu of the required detention. Because the drainage from this development is draining directly into the Memorial Park Detention Basin, this fee can be determined by having the development buy into the oversizing of the detention basin. Based on this analysis, the fee would be \$2,471.78 (see attached analysis - Exhibit "A"). This should be handled in a separate Cost Share Agreement prepared by the City and signed by the developers.

Should you have any questions, please let us know.

Exhibit "A"

Udy Acres Subdivision Cost Share Analysis (Buy into oversizing)

Cost for 2.703 AF detention basin	\$415,598.00
Cost for 7.0 AF detention basin	\$521,132.00
Cost for 4.297 (7.0 - 2.703) AF detention basin	\$105,534.00
4.297 AF detention basin = 187,177 c.f.	
Cost per c.f. of storage (4.297 AF det. basin)	\$0.56
Required detention for Udy Acres Subdivision =	4,384 c.f.
Cost of detention for Udy Acres Subdivision =	\$2,471.78

STAFF MEMO

To: Planning Commission

From: Elyse Greiner, Deputy Recorder

Re: Utah Local Government Trust

Date: Thursday, October 16, 2014

Agenda Item:

The Utah Local Governments Trust has a Trust Accountability Program (TAP) award that can be given to any “member who implements and maintains the policies and best practices of the TAP program.” The City Manager would like South Weber to participate in the program. One of the 5 requirements is that the Planning Commission and any land use personnel get trained each year. The land use training called, “The Role of the Planning Commission,” is available on the UGLT’s website at <http://www.utahtrust.gov/webinars/>. In an effort to complete the training (1 hour), it will be streamed in segments for the Commission following the adjournment of Planning Commission meetings for the remainder of the year.

Attached: TAP Requirements and Outline



Trust Accountability Program Requirements and Outline

The Trust Accountability Program provides recognition to member that implement loss prevention best practices. The TAP award will be presented to ANY member who implements and maintains the policies and best practices of the TAP program. Additionally, Trust members completing TAP who carry **General Liability**, **Property** and **Worker's Compensation** lines of insurance with the Trust will receive an additional cash award equal to 5% of the member's liability premium. Qualifying members will implement the following best practices and submit the completed application form along with documentation as outlined below.

- 1) Safety/Incident Review Committee Documentation (Samples attached)
 - a. Copies of meeting agenda/minutes from four consecutive monthly meetings during the year for which the award is being applied.
 - b. Copies of four monthly "Executive Safety Accountability" reports (or equivalent) that have been presented to the member's governing body.
 - c. Documentation showing the system used by the member to track safety deficiencies identified in inspections or audits until they are abated. The myTRUST application is a good system to track findings.
 - d. Copies of three incident investigation reports, completed by the Safety/Incident Review Committee, documenting identified root cause or causes and the corrective actions. Investigation may address actual or close call incidents.
- 2) Workers Compensation Return to Work (RTW) program. Policy will include the following elements:
 - a. Written program outlining the members injury reporting procedure and designated providers (Sample attached),
 - b. Reasonable accommodation of physician identified work restrictions. (Trust will review claims as part of the application approval process)
- 3) Driver Qualification Program. (Sample attached)
 - a. Driver qualification program must cover employees or volunteers who may drive member owned vehicles, or who may drive any other vehicles while on member business. The driver qualification program should include the following:
 - i. Criteria for an acceptable driving history based on MVR (Motor Vehicle Record) and history of job related motor vehicle incidents not recorded on the MVR,
 - ii. Review of all drivers' MVR and monitoring of MVR thereafter,
 - iii. Summary of actions resulting from identified driver deficiencies.
- 4) If your entity owns a sewer system:
 - a. Submit a copy your Notice of Intent to participate in the Sanitary Sewer Management Plan (SSMP) program and a copy of the final SSMP prior to your compliance deadline.
 - b. Submit a summary of the annual sewer manhole inspection. Summary will confirm inspection of ALL manholes in the system during the prior 12 months, identify total number of manholes, total number inspected and the date range when inspections were conducted. Entities with more complex maintenance and inspection systems should contact the Trust to verify applicability of their system to TAP.
 - c. Details of the best example of a backup prevented (digital photos are appreciated)
- 5) Documentation of Training for all Planning & Zoning/Land Use/Board of Adjustment personnel:
 - a. Training available online from the Trust
 - b. Training from other reputable sources also accepted