

SOUTH WEBER CITY
PLANNING COMMISSION
SPECIAL MEETING
AGENDA

PUBLIC NOTICE is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Davis County, Utah, will meet in a **SPECIAL** public meeting on **March 12, 2015**, 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 SPECIAL PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS
AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

THE AGENDA FOR THE SPECIAL MEETING IS AS FOLLOWS:

- 6:30 P.M. Pledge of Allegiance
 Approval of Meeting Minutes
 - February 26, 2015 - Commissioner Westbrook
- Approval of Agenda
- Declaration of Conflict of Interest
- Oath of Office – Commissioner Pitts

- 6:35 P.M. Action on Final Plat Application: Sunrise Ridge Subdivision (18 lots, patio homes), located at
 approximately 2600 E. 8000 S. (Parcel #'s 13-041-0120 and 13-041-0119), 4.54 acres; Developer:
 Future Homes LLC

- 6:50 P.M. Public Comments – Please keep public comments to 3 minutes or less per person

- 6:55 P.M. Planning Commissioner Comments (Westbroek, Johnson, Winsor, Pitts, Osborne)

- 7:00 P.M. Adjourn

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	SOUTH WEBER FAMILY RECREATION CENTER	
www.southwebercity.com	SOUTH WEBER ELEMENTARY SCHOOL	STANDARD-EXAMINER
Utah Public Notice website	TO EACH MEMBER OF THE PLANNING	THOSE LISTED ON THE AGENDA
www.utah.gov/pmn	COMMISSION	

DATE: March 5, 2015

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: 26 February 2015

TIME COMMENCED: 6:30 p.m.

PRESENT: COMMISSIONERS:

Debi Pitts
Rob Osborne
Wes Johnson
Rod Westbrook
Wayne Winsor

CITY PLANNER:

Barry Burton

DEPUTY RECORDER:

Elyse Greiner

CITY ENGINEER:

Brandon Jones (excused)

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

PLEDGE OF ALLEGIANCE: Commissioner Winsor

VISITORS: Rory Ukena, Robert Flinders, Shawn Flinders, Dan Murray, Jan Ukena, Blair Gardner, and Gary Girres.

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

APPROVAL OF MINUTES OF 22 JANUARY 2015:

Commissioner Johnson moved to approve the minutes of 22 January 2015 as written. Commissioner Osborne seconded the motion. Commissioners Westbrook, Johnson, Osborne, and Winsor voted yes. Commissioner Pitts abstained. The motion carried.

Commissioner Westbrook welcomed Debi Pitts as the newest member of Planning Commission.

DECLARATION OF CONFLICT OF INTEREST: None

2015 Position Appointments – Chair, Co-Chair, Sketch Plan Liaison, City Council Liaison Schedule:

Commissioner Winsor moved to appoint Rob Osborne as Planning Commission Chairperson. Commissioner Johnson seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

Commissioner Johnson moved to appoint Rod Westbrook as the Planning Commission Co-Chairperson. Commissioner Osborne seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

Commissioner Johnson moved to appoint Wayne Winsor as the Sketch Plan Liaison. Commissioner Osborne seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

Commissioner Osborne moved to approve the City Council Liaison schedule. Commissioner Johnson seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbrook and Winsor voted yes. The motion carried.

Discuss Road Size in Proposed Udy Acre Subdivision; Bob Flinders: Mr. Flinders, 7486 S. 1900 E., approached the Planning Commission. He would like to request the Planning Commission make a recommendation to the City Council concerning the road size for Udy Acres Subdivision. Mr. Flinders is requesting a variance to the size of the road from 70 ft. wide to 60 ft. wide. Commissioner Osborne isn't sure how to do that since it would be against City ordinance. Duncan suggested making a procedural motion to send it to the City Council. Mr. Flinders requested being put on the next City Council agenda.

Commissioner Osborne moved to send this to the City Council for their consideration with no action from the Planning Commission. Commissioner Winsor seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.

Action on Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13- 034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings Dan Murray, of Murray Family Holdings, approached the Planning Commission and stated he feels he has met all the necessary requirements of his final application. Commissioner Osborne is concerned about the sewer line. He said he isn't aware of any where in this City where a sewer line is on private property. He said Highmark Charter School was forced to move the sewer line into the street. Mr. Murray explained that either way the sewer line would be on private property because of the UDOT road in place. He said if you look at the plat there is an access on the south end of the property, so there will be an internal access road running on the south side. The thought was that there would be better access there than up along the landscape area. Barry said the discussion was whether or not we wanted it in UDOT's street and it was determined this location is an internal road and is an easement to the City. He said it would be slightly cheaper for the City to make any repairs. He said sewer service is on the north side of

the property and it became apparent that rather than make several cuts along the street it would be better placed there. Duncan said this is a little different because it is the City staff's conclusion that this was the best for the City long term. Barry said there will be a sewer line on the property with Sunrise Ridge because there is no other alternative. Commissioner Osborne said the problem is that several landowners had to put it in the road. He said Highmark Charter School had to move it. Barry said the school was going through what would be a parking lot and this development would not be a parking lot but a drive. Commissioner Osborne said his second concern is the water. He feels it should be in place before going before the City Council. Mr. Murray said he understands the ordinance requires secondary water, so he knows he has to provide that. He said he will have to get the water before he records the plat. Duncan said the letter in the packet from South Weber Water Improvement District states they will provide secondary water to Highmark Subdivision lots 1 & 2. Commissioner Johnson said the letter does state that South Weber Water District will provide the service. Commissioner Osborne said at the last Planning Commission meeting they discussed this being taken care of being it goes on. Mr. Murray said he wasn't under the impression that he had to acquire the water shares as a condition of the approval. Blair Gardner said the checks and balances are there for a reason. He said with their development a condition was placed on us that we needed the water before construction takes place. Barry said in every subdivision case we have certain things that are required from a developer, but some of those items can't be met until there is approval of a subdivision i.e. curb, gutter, sidewalk, etc. He said sometimes the City requires a bond for improvements so he sees this issue very similar to what they would require for any subdivision improvement. Commissioner Osborne asked about the approach on the amended plat for Lot #201 on South Weber Drive. Barry explained that this won't be determined until there is an actual user that submits a site plan and they will have to approach UDOT for access at that point. He explained that the reason the City can't approve that is because there is another access from 2700 East and shared access with Charter School. Mr. Murray explained that UDOT placed a requirement on the shared access and it is in writing. He said he is working with Highmark Charter School on getting a document recorded with the County.

Barry Burton's memo of 19 February 2015 is as follows:

Zoning: This is a commercial subdivision in a commercial zone (C-H). There are no zoning considerations.

Plat/Layout: The proposal is to take Lot 2 of the original subdivision add some additional property to it for a total of 3.6 acres and split that into two commercial lots. Both lots have frontage on South Weber Drive and one also has frontage on 2700 East. I have no issues with the lot layout. There are a couple of minor corrections that need to be made on the plat which will be explained in the City Engineer's review.

Improvements: There is an existing sewer pipeline that runs through the lots that will need to be realigned. The plat provides an easement for the realignment as well as a sewer line and a secondary water line. It is recommended that the sewer line stay in its current location until such time as there is a proposal to build on either lot, then relocate the pipe.

Recommendation: I recommend approval of this final plat subject to the plat changes recommended by the City Engineer.

Brandon Jones, City Engineer's letter of 25 February 2015

Our office has completed a review of the Plat and Improvement Plans for the High Mark Subdivision 1st Amendment received on February 24, 2015. We recommend final approval, subject to the following items being addressed prior to recording the plat.

IMPROVEMENT PLANS

1. The proposed secondary water lines are shown. An approval letter, prior to recording the plat, will be needed from the South Weber Water Improvement District indicating that sufficient water shares have been acquired and the infrastructure shown on the plans is approved.
2. A cash escrow account will need to be set up as a Guarantee for the required improvements. This will need to be established before the plat can be recorded. The developer's engineer will need to provide a cost estimate of the required improvements to our office for review and approval. City Code requires that the developer escrow for all of the improvements that have not been constructed, plus a 15% Contingency of those improvements remaining and a 10% Guarantee of the total improvements

Commissioner Johnson moved to recommend approval of Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13- 034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings subject to the following:

1. **Items completed as per Brandon Jones letter of 25 February 2015.**

Commissioner Winsor seconded the motion. Commissioners Pitt, Winsor, Johnson, and Westbrook voted yes. Commissioner Osborne voted no. Motion carried 4 to 1.

Commissioner Osborne voted no because he would rather have it all in place before sending it to the City Council.

Discussion on Amendments to Building Height, Highway Sign, and Proximity of Alcohol Sales Ordinances: Barry Burton, City Planner, stated it is proposed that Section 10-1-10 Definitions (Building, Height Of) be amended as shown below. The crossed out text is the existing language and the red text is proposed.

BUILDING, HEIGHT OF: The vertical distance from ~~any finished surface grade to the highest point of any roof or coping~~ **the average finished grade at the building wall to the highest point of a flat roof; or to the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip or gambrel roofs.** The average finish grade is determined by averaging the highest and the lowest points along the foundation wall exclusive of recessed entries that are less than ten feet (10') wide.

Barry explained that it is proposed that Section 10-9-4E be amended as shown below. The crossed out text is the existing language and the red text is proposed.

b. **Ground And Pole Signs:** One ground or pole sign per street frontage per business is allowed with a maximum area of thirty ~~(30) sixty (60)~~ square feet plus ~~two (2) square feet of sign area per ten (10)~~ **one (1) square foot per five (5)** linear feet of frontage on the street to which the sign is oriented. If the sign is on a corner lot and is placed so that it orients to both streets, then one sign is allowed with a maximum area of ~~sixty (60)~~ **one hundred twenty (120)** square feet plus ~~two (2) square feet per ten (10) linear feet~~ **one (1) square foot per five (5) lineal feet** of frontage on both streets. The absolute maximum area of any ground or pole sign for a single business is ~~two~~

~~hundred (200) square~~ **three hundred (300) square feet** except as noted in subsection E4c of this section. Where two (2) or more businesses are located within the same structure or in very close proximity in a commercial center type arrangement, ground and pole signs are limited to one sign per commercial center. That sign shall be for the purpose of identifying all businesses within the commercial center and shall have a maximum area of ~~fifty (50)~~ **one hundred (100)** square feet plus ten (10) square feet per business identified on the sign with an absolute maximum area three hundred (300) square feet except as noted in subsection E4c of this section.

c. Pole Signs Within Four Hundred Feet Of Interstate 84 Or Highway 89: Pole signs that are located within ~~four hundred feet (400')~~ **six hundred (600')** of Interstate 84 and Highway 89 and are oriented toward either of those highways shall be allowed a fifty percent (50%) increase in the sign area specified in subsection E4b of this section.

6. Maximum Height: Twenty five feet (25'), unless it is a flat sign attached to or painted on the building, in which case the maximum height shall be the same as the maximum height of structures allowed in the zone, or unless the property on which the business is located is within ~~four hundred feet (400')~~ **six hundred feet (600')** of Interstate 84 or Highway 89 in which case the maximum height shall be ~~forty feet (40')~~ **one hundred feet (100')**.

Commissioner Winsor questioned how the 100' height came about. Duncan explained that Yesco Signs put a balloon at 65' and 80' level and what they found for a sign to be reasonably visible, was that a sign would need to be at least 80' tall to be seen. Commissioner Winsor is concerned about the height and thinks there are other options such as, UDOT signs on the highway that state how many miles to a business etc. Commissioner Winsor is having a hard time with the 100'. He feels 75' would be reasonable. Commissioner Johnson said there will be homes on the south side that sit on the hill that will have a full view of the sign.

Gary Girres, 2540 E. 7800 S., said he is concerned about the excessive height of a sign from Highway 89.

Commissioner Johnson said once a business is established, people will know the location and won't need a sign. Commissioner Winsor asked what research data are we trying to accommodate too. He would suggest going no higher than 75'. It was stated that maybe the ordinance should be different according to location. Duncan said the City Council is focused on economic development and when businesses look at property, they want to know about the sign ordinance. He said it needs to be something higher than 40'. Commissioner Winsor would like to see no higher than 75' on Highway 89. Barry would recommend no higher than 100' on Highway 84.

Barry discussed the State statute regarding the sell of alcohol. He explained that from the main door of a business selling alcohol to the main door of a public place, it can't be less than 600 ft. It has to be a minimum of 200 ft. from front door business to any point of the property of the public place. He said there is no provision to waive the requirement.

Report on City Council Summit; Duncan Murray: Duncan reported that the Summit was held on January 30th & 31st. He said the City Council did discuss economic development at the summit. The consensus of those present was that the City isn't going to be a Riverdale. He said

it is clear that this community doesn't want maximum sales tax base, but we still need to determine what South Weber wants. He would suggest economic development be consistent with what is in the general plan. He said the council did discuss a budget process, vehicle replacement plan, procurement policies, etc. He explained that the challenge has been the financial process with new employees in certain positions. He said the current staff is all very eager and open to suggestions. He feels the city staff is making progress and moving forward.

OTHER BUSINESS:

Sketch Plan Meetings: Commissioner Osborne requested that Sketch Plan Meeting times and minutes be sent to all Planning Commission members.

Commercial Property: Commissioner Osborne suggested looking at sports oriented businesses such as: fly fishing store, RV business, mountain bike shop, boat shop, etc. Commissioner Johnson said they have discussed branding South Weber.

PUBLIC COMMENTS:

Gary Girres, 2540 E. 7800 S., suggested keeping height of signs down. He is also concerned about the commercial inlet on 2700 East. He said people going north on 2700 East travel quickly and there would be a concern with big vehicles coming out.

ADJOURNED: Commissioner Osborne moved to adjourn the Planning Commission meeting at 7:59 p.m. Commissioner Winsor seconded the motion. Commissioners Pitts, Johnson, Osborne, Westbroek, and Winsor voted yes. The motion carried.

APPROVED: _____ Date

Chairperson: Robert Osborne

Transcriber: Michelle Clark

Attest:

Deputy Recorder: Elyse Greiner

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 26 February 2015

TIME COMMENCED: 6:02 p.m.

PRESENT: COMMISSIONERS:

Debi Pitts
Rob Osborne
Wes Johnson
Rod Westbroek
Wayne Winsor

CITY PLANNER:

Barry Burton

CITY MANAGER:

Duncan Murray

DEPUTY RECORDER:

Elyse Greiner

Transcriber: Minutes transcribed by Michelle Clark

VISITORS: Bob Flinders, Shawn Flinders, Jan Ukena, Dan Murray, Blair Gardner, and Rory Ukena.

Discuss Road Size in Proposed Udy Acre Subdivision; Bob Flinders: Bob Flinders, 7486 S. 1900 E., stated the developer is planning a 70 ft. wide road back to the gate of the PUD located east of this proposed subdivision. He is suggesting a 60 ft. wide road. He explained that this is a road for six new lots and because it will connect to the PUD, there isn't going to be access. He feels a 70 ft. wide road is a waste of time and money. Mr. Flinders said he is looking for a little bit more privacy on the north side. He said he would be more than happy to give up 12 ft. when they subdivide but they want 22 ft. He said this would require a variance. Barry Burton, City Planner, said the City ordinance requires the road width of 70 ft. He said it wouldn't technically be a variance, he said the City Council can accept something different in the subdivision standards, but he understands it was the City Council who pushed the 70 ft. wide street to begin with. Mr. Flinders said he doesn't have a problem with the subdivision, but he is looking for more privacy. He would like the Planning Commission to make a recommendation to the City Council. Barry explained the statute requires that any zoning ordinance provision is appealed to an appeal authority, but subdivision provisions would be a City Council issue. Mr. Flinders said the City has taken close to a third of an acre from him over the years. Commissioner Westbroek said the asphalt width is the same. Commissioner Osborne is questioning whether this should request should even come before the Planning Commission. Barry said it can go to the City Council with or without the Planning Commission's recommendation.

Jan Ukena, 7948 S. 2100 E., said the City has set a precedent because her family had the same issue with Art Ukena's property.

Action on Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13- 034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings:

Barry Burton, City Planner, said there are some items that may be conditions subject to from Brandon Jones, City Engineer. Commissioner Osborne is concerned about sending anything to the City Council that isn't complete. He feels the water is a big deal. Mr. Murray said he doesn't want to spend the money to purchase water if this project is not developable. Barry said the water will retain its value. Mr. Murray said he understands he will have to do that before he records the plat. Barry said it is a matter of timing. Jan Ukena said she serves on the South Weber Secondary Water District Board and this property is not in the South Weber Water District. She said Mr. Murray is not guaranteed a spot in the district.

Discussion on Amendments to Building Height, Highway Sign, and Proximity of Alcohol Sales Ordinances: Barry Burton, City Planner, stated he has reviewed the ordinance on building height. He discussed the building height being measured from the lowest point to the highest point of the structure. He said this can create some potential hardship on a builder where there is a lot of terrain. Barry proposed the following amendment to the building height requirement:

The vertical distance from ~~any finished surface grade to the highest point of any roof or coping~~ the average finished grade at the building wall to the highest point of a flat roof; or to the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip or gambrel roofs. The average finish grade is determined by averaging the highest and the lowest points along the foundation wall exclusive of recessed entries that are less than ten feet (10') wide.

Blair Gardner, owner of Sunrise Ridge Subdivision, said he wants to make sure the language has the understanding of whether the back of the home has a daylight basement. He said if hardship of the terrain is aloud, then he thinks it would be fine. He asked if the Planning Commission can see a potential problem. Commissioner Osborne questioned whether it would be finished grade or existing grade. Mr. Gardner said they are required to have a finished grade of 2:1. Mr. Gardner then explained the issues the homes may have at the entrance of his subdivision off the frontage road. He said this will only affect the first two homes. He said that is why he would be asking for a variance for those two homes. Barry feels it warrants a variance. Commissioner Westbrook agreed.

Report on City Council Summit; Duncan Murray: Duncan will report on this item in the regular meeting.

South Weber Coalition: Elyse Greiner, Deputy Recorder, reported that the Planning Commission received a letter dated 6 February 2015 from the South Weber Coalition.

ADJOURNED: 6:30 p.m.

OATH OF OFFICE

for

Name Debi Pitts

Office Planning Commissioner

Term of 5 Years

Term dates Feb 2015 - Jan 2020

Filed this 12th day of March, 2015

OATH OF OFFICE

State of Utah)

§

County of Davis)

I, having been appointed to the office of Planning Commissioner, do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States, and the Constitution of this State, and that I will discharge the duties of my office with fidelity.

Signature

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public/Deputy Recorder



Planning Department

Davis County Administration Building, 61 South Main Street, P.O. Box 618,
Farmington Utah 84025
Telephone: (801) 451-3279 - Fax: (801) 451-3281

**PROJECT REVIEW
SUNRISE RIDGE SUBDIVISION FINAL PLAT
By Barry Burton**

March 9, 2015

Plat/Layout:

All lots now meet the minimum size and width requirements. Lots 7-12 are denoted with an R that a note on the plat indicates require individual geotechnical reports for each home. This is in accordance with the overall geotech report.

It will be very difficult to meet the building height provision of the ordinance, even if the proposed amendment is approved. It is the intent of the developer/builder to seek variances for those lots. I believe there is some justification for granting those variances.

Site:

The main issue I see with the site is the potential for runoff water flooding properties to the west as had been voiced by the adjacent property owners. Developers have addressed this issue with a swale along the west property line and drainage pipe with inlets on each lot that feeds into the storm drain system.

Recommendation:

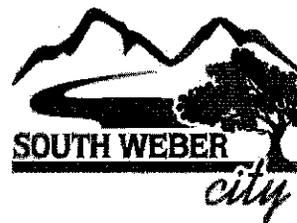
There were several engineering issues discussed in meetings with the developers. If Brandon is satisfied that those issues have been addressed, I would recommend approval of the final plat as presented.

For Office Use Only

Fees received by: AL Date of submittal: 02/09/15
Amount Paid: 700.00 Receipt #: 13.080371

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

PC/CC Meeting Date: March 12, 2015 *special mtg*



Final Plan Application

Project/Subdivision Name: Sunrise Ridge
Approx. Location: 2600 E. 800th S. South Weber, UT
Parcel Number(s): 13-041-0120 & 13-041-0119 Total Acres: 4.54
Current Zone: RPZ
Surrounding Land Uses: Residential
Number of Lots: 18 # Lots Per Acre: 4/Acre
Phase: 1 of 1 PUD: Yes / No

Contact Information

Developer or Agent

Developer's Engineer

Name: Wyndell Pasch & Blair Gardner
Company Name: Future Homes LLC
Address: 579 E. Heritage Park Blvd St 201
City/State/Zip: Layton, UT 84041
Phone: 801-549-5719 Fax: _____
Email: wpasch@gmail.com
gardnerproperties@gmail.com

Name: Steve Fakrel
Company: Pinnacle Engineering
License #: 191517
Address: 2720 N. 350 W. St 108
City/State/Zip: Layton, UT 84041
Phone: 801-773-1910 Fax: _____
Email: shaunad@pinnacle-eng-svy.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: _____
Company: _____
License #: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

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

Final Plan Requirements

- Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- Finalized Storm Drain Calculations
- Any applicable agreements finalized, signed, and ~~proof of recording with county provided~~ (agreements with South Weber City must be finalized and remain unsigned)
- Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer**

in final form

**One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

- Format of Final Plat for Recording Required by the County

*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: 2-9-2015

Property Owner's Signature: _____ Date: _____

Sketch Plan Meeting
Future Homes - Sunrise Ridge
2/25/15 2:00pm

Attendees: Brandon Jones, Duncan Murray, Barry Burton, Tom Smith, Elyse Greiner, Mark Larsen, Wyndell Pasch, Blair Gardner, Layne Kap, and Stephen Bott.

The purpose of the meeting was to review Brandon Jones's memo dated February 20, 2015 on Sunrise Ridge. Blair went down the listed items and stopped to discuss those he had questions about.

1. Brandon wants to make sure that Weber Basin has a chance to review and is ok with the subdivision proposal. Steve said that Weber Basin probably wants the detail of service on the plans. Blair said they would get the detail from Steve and resubmit as a condition of final.
2. Blair said they would work with Steve to come up with the fee in lieu of a detention pond. Brandon thinks 3ft is a reasonable depth on flat ground and agreed to 4ft on the deep end for the purposes of calculating the fee.
3. Brandon said that based on the updated geotech report, a land drain is needed. Brandon is only going to recommend enforcing what the geotech says. If the developers don't do a drain and run into water when constructing basements, Brandon said the City will not allow pumps to pump into the curb. Brandon said he is fine if the geotech clarifies language in the report.
4. Brandon wants a letter stating that Earthtec has reviewed the site plan and confirmed that it is consistent with the recommendations in the geotech report on lots 7-12. There is a steep grade on the back of the lots 11 and 12, even though it's outside of the build zone.
- 5-9. Steve can do the items regarding the plat.
10. Brandon said it is up to the geotech.
11. Brandon wants to see fused HDPE from street to street; no joints. Brandon could verify the slopes. The video seems to show a big belly. The sewer looks ok but there are roots at the east end. The developers need to video after the work has been completed to verify it's been cleaned out. The City would like the sewer to be changed out to a fused HDPE on the property.
12. Brandon said the City doesn't allow waterways. Brandon doesn't want a long curb flow. There was discussion of inlet box placement.
13. There was discussion of inlet box and pipe placement.

16. Brandon said the line from the storm drain only needs to go to the south and not another one to the north.

19. Main lines in the City are ductile iron. All connections are one inch.

21. Layne recommended ordering the street lights now.

23. For the preconstruction meeting, Brandon expects the whole SWPPP book.

Other:

Brandon explained the escrow process to the developers.

Funds will be due for detention when the plat gets recorded.

Barry asked if the developers were seeking a variance for the back lots because of how the code currently reads in regards to building height. A discussion about the current code and the potential ordinance amendment ensued. Barry and Duncan think they could get a variance because of the terrain. Barry said the final grade average is where the height will be measured from.

The developers will get the final materials to Elyse by March 3rd at 5pm.



1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

3662 West 2100 South
Salt Lake City, Utah - 84120
Phone (801) 787-9138

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

February 27, 2015

Future Homes Utah
Attention: Wyndell Pasch
579 West Heritage Park Boulevard
Layton, Utah 84041

**Re: Addendum I to the Supplemental Geotechnical Recommendations
Sunrise Ridge
Near the Intersection of Marvel Lane and 2700 East
South Weber, Utah
Job No. 155005G**

Mr. Pasch:

This letter is an addendum to the supplemental geotechnical recommendation letter¹ prepared for the Sunrise Ridge development (formally South Weber Townhomes) located in South Weber, Utah. A geotechnical report² was previously completed for this property by Earthtec Engineering, Inc. The purpose of this letter is to clarify recommendations regarding utility trench backfill for the subject project and to clarify the foundation drains.

As indicated in the referenced geotechnical report Section 8.0, *Site Grading*, Subsection 8.3, *Fill Material Composition*, "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." The majority of the native soils encountered during the field investigation consisted of sandy silty clay, silty clayey sand, clayey sand, and silty sand. These soils maybe be used as backfill for the utility trenches, but it may be time consuming to compact, the soils may pump or rut, and may settle over time if the soils are not properly placed and compacted. The native gravel soils encountered in the northwest portion may be appropriate for utility trench backfill provided they meet the requirements as stated in the referenced geotechnical report.

As indicted in the supplemental geotechnical recommendations, foundation drains are required around the individual homes if founded on Non-Group 1 soils. Land drain system would be required for the subdivision if basement depths would be deeper than the observed groundwater depth (20 feet) as indicated in the referenced geotechnical report.

¹ "Supplemental Geotechnical Recommendations, Sunrise Ridge, Near the Intersection of Marvel Lane and 2700 East, South Weber, Utah", Earthtec Engineering Project No. 155005G, January 20, 2015.

² "Geotechnical Study, South Weber Townhomes, Near the Intersection of Marvel Lane and 2700 East, South Weber, Utah", Earthtec Engineering, Inc. Project No. 13-0143G, June 10, 2013.

Earthtec Engineering

General Conditions

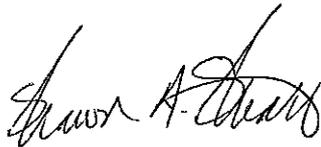
The information presented in this letter is intended to provide supplementary geotechnical design recommendations for the subject property. This letter should be considered as Addendum I to the Supplemental Geotechnical Recommendation letter. All other recommendations in the above referenced geotechnical report and supplemental geotechnical recommendation letter should be followed. The General Conditions section of the geotechnical report applies to this letter.

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

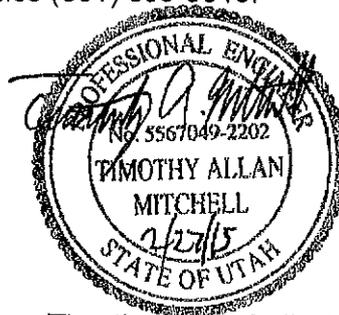
Closure

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please contact our office (801) 399-9516.

Respectfully,
EARTHTEC ENGINEERING



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



Timothy A. Mitchell, P.E.
Geotechnical Engineer



1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

3662 West 2100 South
Salt Lake City, Utah - 84120
Phone (801) 787-9138

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

January 20, 2015

Future Homes Utah
Attention: Wyndell Pasch
579 West Heritage Park Boulevard
Layton, Utah 84041

**Re: Supplemental Geotechnical Recommendations
Sunrise Ridge
Near the Intersection of Marvel Lane and 2700 East
South Weber, Utah
Job No. 155005G**

Mr. Pasch:

This letter summarizes our supplemental geotechnical recommendations for the Sunrise Ridge development (formally South Weber Townhomes) located in South Weber, Utah. A geotechnical report¹ was previously completed for this property by Earthtec Engineering, Inc. The referenced report was prepared utilizing the 2009 International Building Code. The purpose of this letter is to provide supplemental recommendations for seismic considerations, floor slabs, lateral resistance based on the currently adopted 2012 International Building Code, and provide a slope stability analysis based on the proposed grading plan as indicated in Figure No. 1, *Site Plan Showing Location of Slope Cross-Sections*. The scope of work completed for this letter included review of the referenced geotechnical study, engineering analysis, and the preparation of this letter. No laboratory testing or field investigation was conducted as part of our scope of work.

Background

In June 2013, Earthtec Engineering, Inc., prepared a geotechnical report for the proposed South Weber Townhomes (Sunrise Ridge) development located in South Weber, Utah. That study consisted of constructing ten to eleven townhomes on the approximate 4½ acre property with the buildings being founded on spread footings established at or near existing site grades. The study also provided a description of the surface conditions at the site and encountered subsurface soil conditions at the site. The referenced report also provided an assessment of the engineering characteristics of the subsurface soils, geotechnical recommendations for general site grading, the design and construction of foundations, the design and construction of concrete floor slabs, the design and construction of miscellaneous concrete flatwork, and the design and construction of asphalt paved parking areas.

Conclusions and Recommendations

Proposed Construction

Based on the information provided, we understand the project consists of constructing an 18 lot residential subdivision on the approximate 4½ acre property in South Weber, Utah. We understand that the future homes will be conventionally framed and be one to two stories in

¹ "Geotechnical Study, South Weber Townhomes, Near the Intersection of Marvel Lane and 2700 East, South Weber, Utah", Earthtec Engineering, Inc. Project No. 13-0143G, June 10, 2013.

height. Miscellaneous concrete flatwork and asphalt paved residential streets are also planned. A correct understanding of the proposed development is necessary for us to plan the study and provide appropriate recommendations. Please notify us as quickly as possible if the plans change or are in any way different from what we have assumed.

Seismic Considerations

The residential structures should be designed in accordance with the International Residential Code (IRC). The IRC designates this area as a seismic design class D₂.

The site is located at approximately 41.120 degrees north latitude and -111.909 degrees west longitude. The IRC site value for this property is 0.94g. The design spectral response acceleration parameters are given below.

Table 1: Design Acceleration for Short Period

S _s	F _a	Site Value (S _{DS})
		2/3 S _s *F _a
1.41 g	1.00	0.94 g

S_s = Mapped spectral acceleration for short periods

F_a = Site coefficient from Table 1613.5.3(1)

S_{DS} = 2/3 S_{MS} = 2/3 (F_a·S_s) = 5% damped design spectral response acceleration for short periods

Lateral Earth Pressures and Lateral Resistance

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 dependent 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 or native gravel soils as backfill material using a 32° friction angle and a dry unit weight of 130 pcf.

Lateral Earth Pressures (Static and Dynamic)

Condition	Case	Lateral Pressure Coefficient	Equivalent Fluid Pressure (pcf)
Active	Static	0.31	40
	Seismic	0.53	69
At-Rest	Static	0.47	61
	Seismic	0.74	96
Passive	Static	3.25	423
	Seismic	4.28	557

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 0.55 for native gravels and structural fill meeting the recommendations presented herein. For allowable stress design, the lateral resistance may be computed using Section 1807 of the 2012 International Building Code and all sections referenced therein. Retaining wall lateral resistance design should further reference Section 1807.2.3 for reference of Safety Factors. Retaining systems are assumed to be founded upon and backfilled with granular structural fill. 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 2012 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. All other recommendations in the referenced geotechnical report should be followed.

Floor Slabs

The thickness of slabs supported directly on the ground shall not be less than 3½ inches. A 6-mil polyethylene vapor retarder with joints lapped not less than 6 inches shall be placed between the ground surface and the concrete, as per Section 1907 of the 2012 International Building Code. 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.

Subsurface Drainage

Section R405.1 of the 2012 International Residential Code states, "Drains shall be provided around all concrete and masonry foundations that retain earth and enclose habitable or usable spaces located below grade." Section R310.2.2 of the 2012 International Residential Code states, "Window wells shall be designed for proper drainage by connecting to the building's foundation drainage system." An exception is allowed when the foundation is installed on well drained ground consisting of Group 1 soils, which include those defined by the Unified Soil Classification System as GW, GP, SW, SP, GM, and SM. The majority of the soils observed in the initial explorations at the depth of foundation consisted of Sandy Silty Clay (CL-ML), Clayey Sand (SC), and Silty Clayey Sand (SC-SM) which are not Group 1 soils; therefore foundation

drains are required if founded on Non-Group 1 soils. The recommendations presented below should be followed during design and construction of the foundation drains:

- 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 $\frac{3}{4}$ - 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.
- A perforated 4-inch minimum diameter pipe should be installed in all window wells and connected to the foundation drain.
- 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.
- 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.

Slope Stability

We evaluated the overall stability of the proposed slopes at the subject property. The properties of the native soils at the site were estimated based on published correlations, our experience with similar materials, and the soils indicated in the referenced geotechnical report. The Bureau of Reclamation¹ indicates that "Silty sands, poorly graded sand-silt mixtures" have an internal friction angle of 33 to 35 degrees and a saturated cohesion of 280 to 560 pounds per square foot. Accordingly, we used an internal friction angle of 34 degrees, an apparent cohesion of 50 psf, a saturated unit weight of 130 pcf, and a moist unit weight of 115 pcf for our analyses.

For the seismic (pseudostatic) analysis, a peak horizontal ground acceleration of 0.6111g for the 2% probability of exceedance in 50 years was obtained for site (grid) locations of 41.120 degrees north latitude and -111.909 degrees west longitude as indicated in the referenced geotechnical report. Typically, one-third to one-half this value is utilized in analysis. Accordingly, a value of 0.204 was used as the pseudostatic coefficient for the stability analysis.

We evaluated the global stability of the proposed site using the computer program XSTABLE. This program uses a limit equilibrium (Bishop's modified) method for calculating factors of safety

¹U.S. Bureau of Reclamation, 1987, "Design Standards No. 13, Embankment Dams," Denver, Colorado.

against sliding on an assumed failure surface and evaluates numerous potential failure surfaces, with the most critical failure surface identified as the one yielding the lowest factor of safety of those evaluated. The configuration analyzed was based on the cut and fill site plan that was provided by the Pinnacle Engineering and Land Surveying, Inc. Two different sections were analyzed as part of the study. The approximate locations of the slope cross sections are found on Figure No. 1, *Site Plan Showing Location of Slope Cross-Sections*.

The configuration of the proposed slope that was analyzed at Cross-Section A-A' starts at the northwest corner of Lot 8 where the property had an approximate 5-foot high slope inclined at approximately three percent grade. The lot then sloped uphill to the southeast and consisted of an approximate 25-foot high slope inclined at approximately 1V:3.2H (Vertical:Horizontal). The lot then sloped uphill toward the middle of the cul-de-sac on Sunshine Court at approximate 1½ percent grade.

The configuration of the proposed slope that was analyzed at Cross-Section B-B' starts at the north middle portion of Lot 7 where the property was relatively flat. The property then sloped uphill to the south and consisted of an approximate 30-foot high slope inclined at approximately 1V:1.7H (Vertical:Horizontal). The lot then sloped uphill and toward the middle of the cul-de-sac on Sunshine Court at approximate 1½ percent grade.

A water table was conservatively placed at approximately 20 feet below the ground surface as indicated in the referenced geotechnical report.

To model the load imposed on the slope by typical residential buildings and pavement areas, a 1,500 psf load was modeled on the slope for the building area and 300 psf load was modeled for the pavement area for Cross-Section A-A'. Cross-Section B-B', a 1,500 psf load was modeled 15 feet away from the slope for the building area and 300 psf load was modeled for the pavement area. Typically, the required minimum factors of safety are 1.5 for static conditions and 1.0 for seismic (pseudostatic) conditions. The results of our analyses indicate that the slope configurations described above meets both these requirements. If houses are constructed above the crest of the slope, then the houses should be placed approximately 15 feet away from the crest of the slope. If house are to be constructed directly on the slope, the required set back recommendations should be followed as indicated in Chapter 4, *Foundations*, section R403.1.7, *Footings on or adjacent to slopes*, subsection R403.1.7.1, *Building Clearances from ascending slopes*, and subsection R403.1.7.2, *Footing setback from descending slope surface*, of the 2012 International Residential Code. The slope stability data are attached as Figure Nos. 2 through 5, *Stability Results*. Any modifications to the slope, including the construction of retaining walls, should be properly designed and engineered.

As indicated in the site plan, approximately five feet of fill will be placed at the top of the slopes in the northern portion of the subdivision for landscaping purposes. If fill material will be placed as structural fill at the crest of the slopes to build up the foundation pads or more than 5 feet of fill material is placed at the crest of the slopes, Earthtec Engineering should be notified so that we may provide additional recommendations, if required.

It should be clearly understood that slope movements or even failure can occur if the slope is undermined or the slope soils become saturated. The property owner and the owner's representatives should be made aware of the risks should these or other conditions occur that could saturate or erode/undermine the soils. Surface water should be directed away from the

top and bottom of the slope, the slope should be vegetated with drought resistant plants, and sprinklers should not be placed on the face of the slope.

General Conditions

The information presented in this letter applies only to the subject property stated above. The recommendations presented in this letter are based in part on assumptions made at the time of the referenced geotechnical study, which we assume to be accurate and correct. If during construction, conditions are different than presented in this letter, please advise us so that the appropriate modifications can be made.

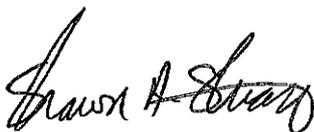
The geotechnical recommendations as presented in this letter were conducted within the limits prescribed by our client, with the usual thoroughness and competence of the engineering profession in the area. No warranty or representation is intended in our proposals, contracts or reports.

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 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 also should be retained to provide observation and testing services during grading, excavation, foundation construction, and other earth-related construction phases of the project.

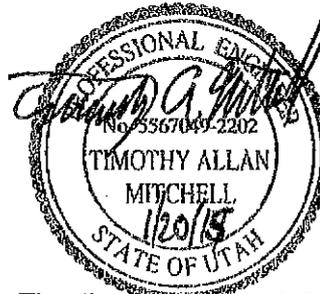
Closure

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please contact our office (801) 399-9516.

Respectfully;
EARTHTEC ENGINEERING



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



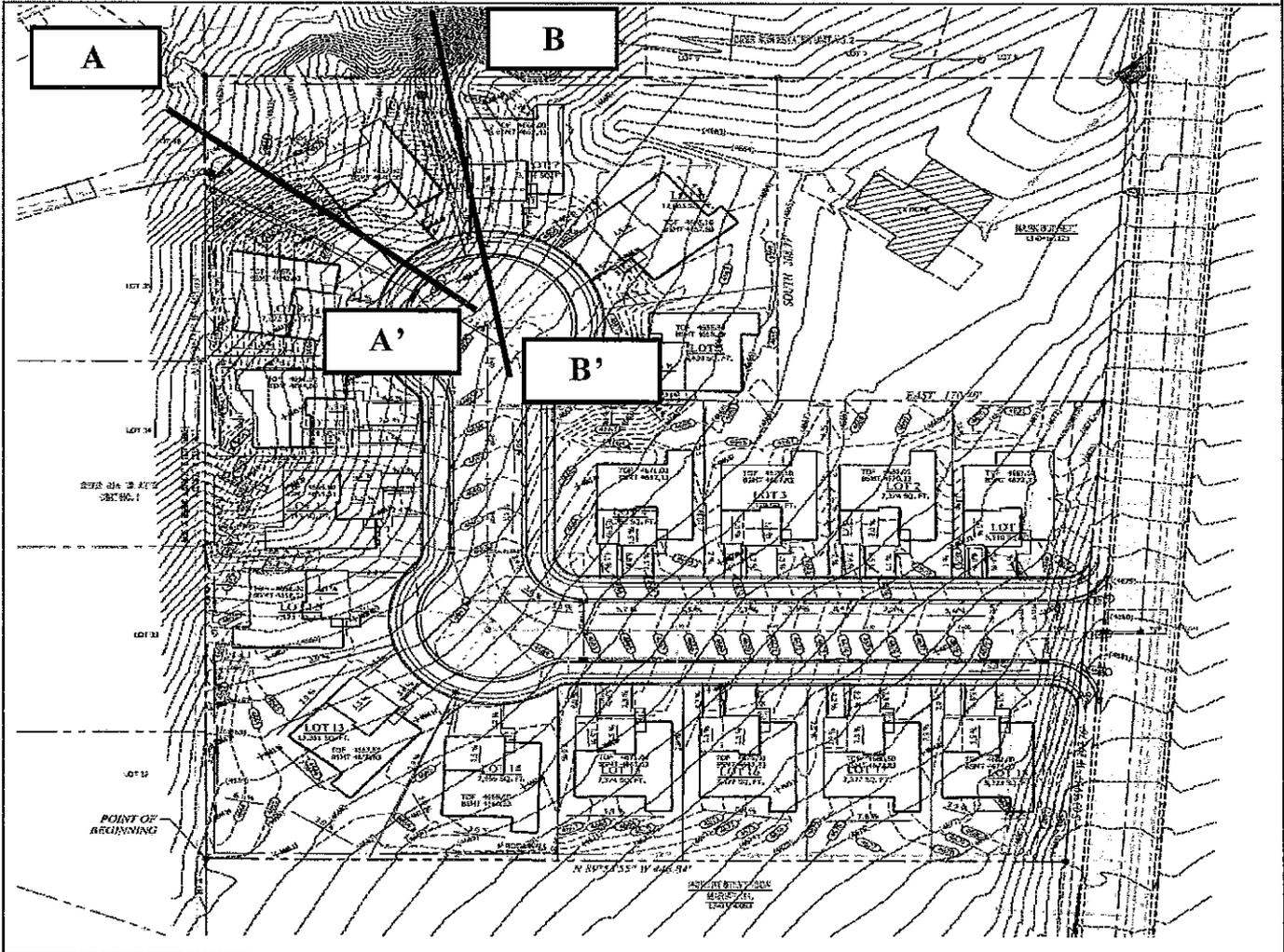
Timothy A. Mitchell, P.E.
Geotechnical Engineer

Attached: Figure No. 1, *Site Plan Showing Location of Slope Cross-Sections*
 Figure Nos. 2 – 5 *Stability Results*

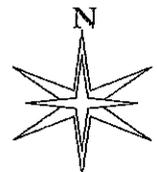
SITE PLAN SHOWING LOCATION OF SLOPE CROSS-SECTIONS

SUNRISE RIDGE

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



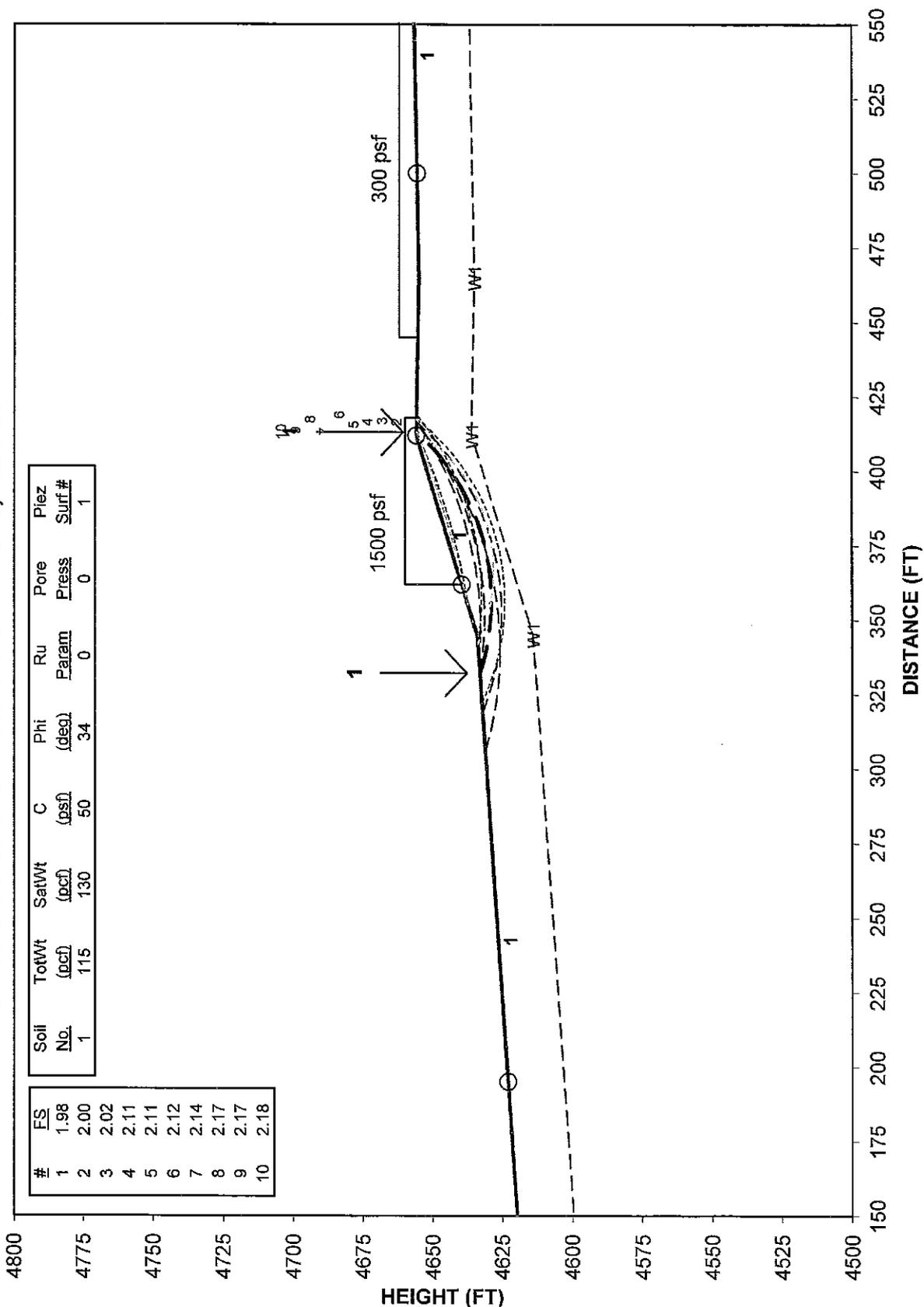
Approximate Slope Cross-Sections Analyzed
 (Site Plan provided by Pinnacle Engineering and Land Surveying, Inc.)



Not to Scale

STABILITY RESULTS

Sunrise Ridge ~ A-A' Static
 Ten Most Critical Surfaces. 155005AS.OPT Run By: Earthtec 1-14-15



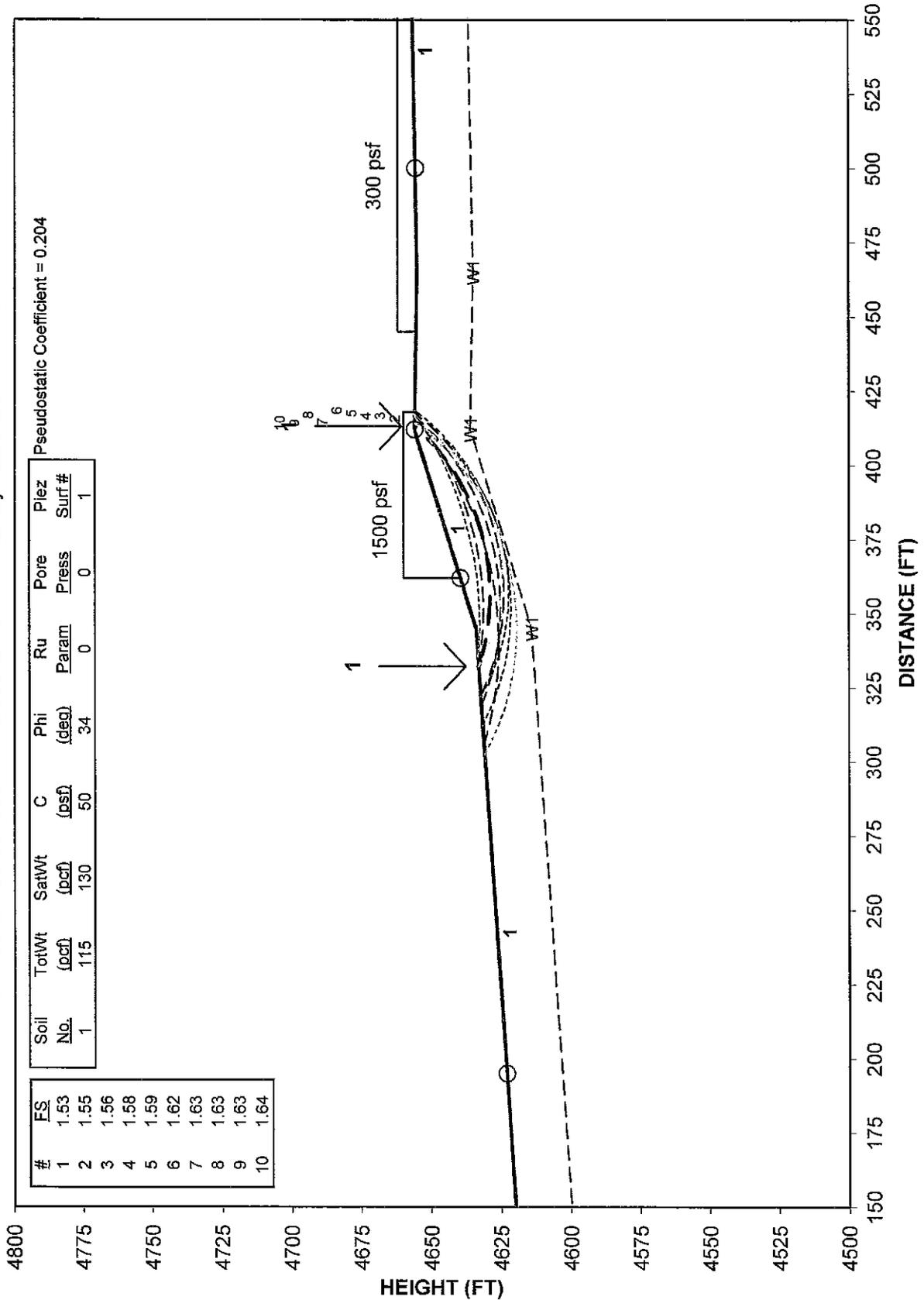
STABILITY RESULTS

Sunrise Ridge ~ A-A' Seismic
 Ten Most Critical Surfaces. 155005AD .OPT Run By: Earthtec 1-14-15

Pseudostatic Coefficient = 0.204

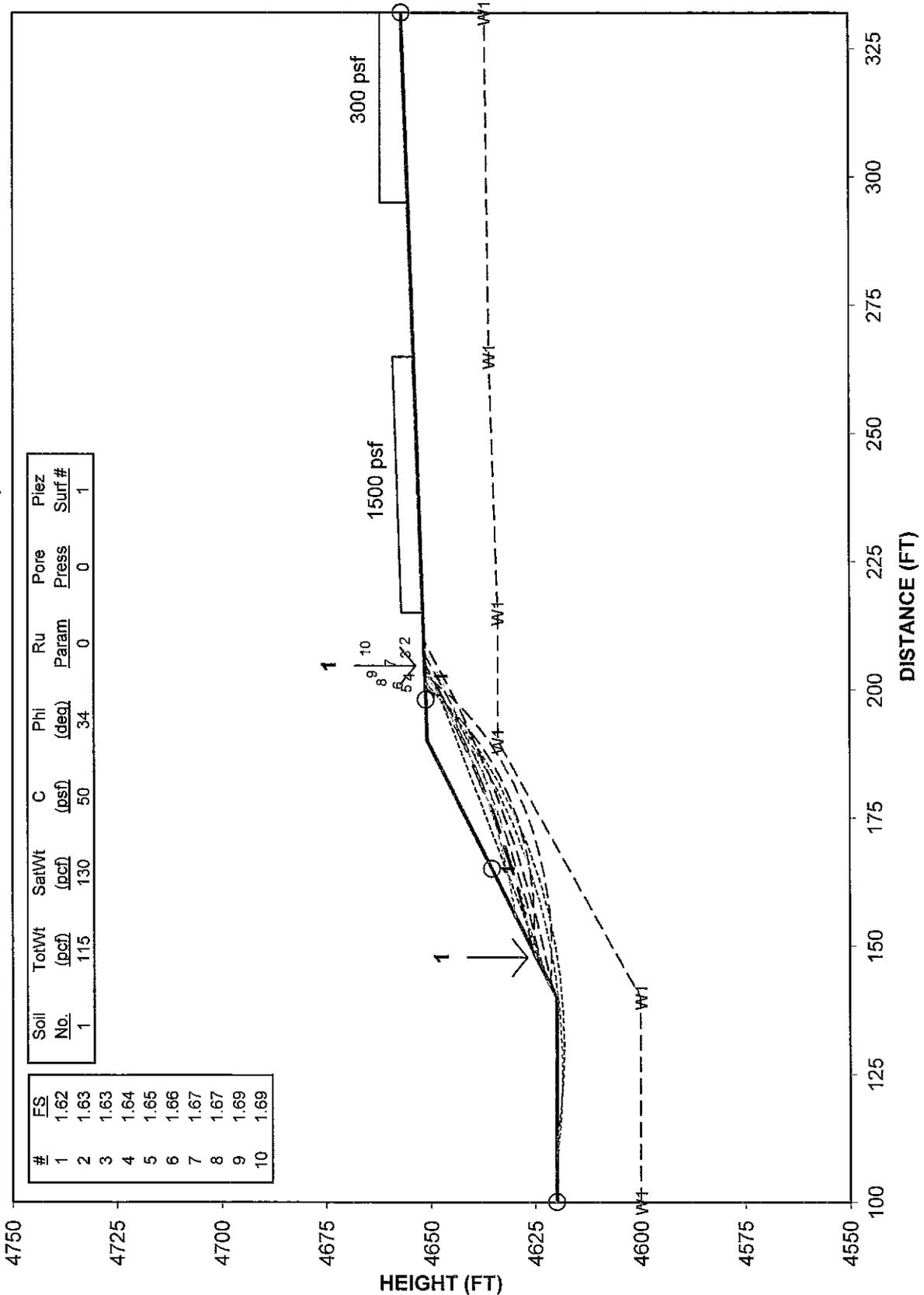
Soil No.	TotWt (pcf)	SatWt (pcf)	C (psf)	Phi (deg)	Ru Param	Pore Press	Piez Surf #
1	115	130	50	34	0	0	1

#	FS
1	1.53
2	1.55
3	1.56
4	1.58
5	1.59
6	1.62
7	1.63
8	1.63
9	1.63
10	1.64



STABILITY RESULTS

Sunrise Rigide ~ B-B' Static
 Ten Most Critical Surfaces. 155005BS.OPT Run By: Earthtec 1-14-15



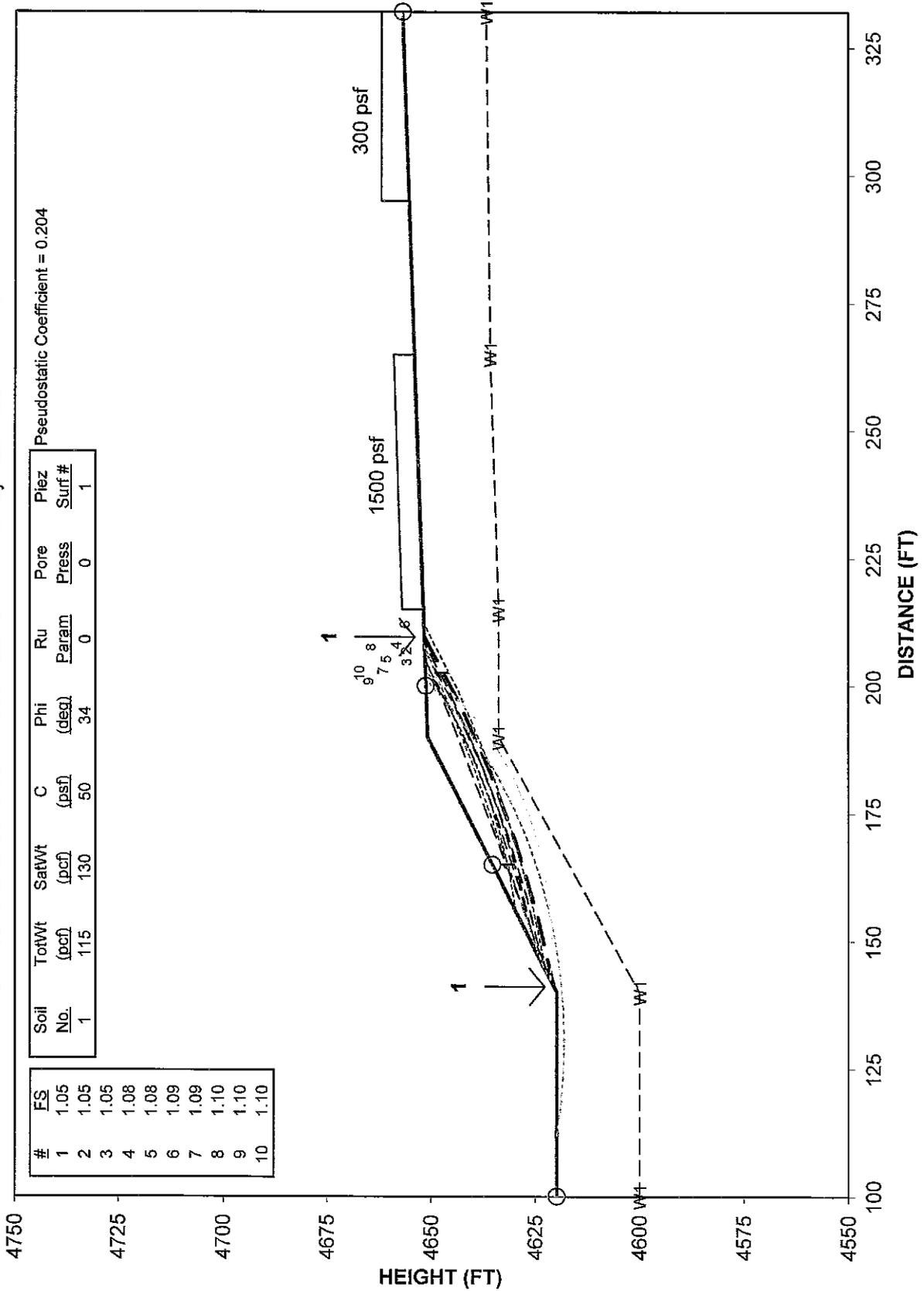
STABILITY RESULTS

Sunrise Rigde ~ B-B' Seismic
 Ten Most Critical Surfaces. 155005BD .OPT Run By: Earthtec 1-14-15

Pseudostatic Coefficient = 0.204

Soil No.	TotWt (pcf)	SatWt (pcf)	C (psf)	Phi (deg)	Ru Param	Pore Press	Piez Surf #
1	115	130	50	34	0	0	1

#	FS
1	1.05
2	1.05
3	1.05
4	1.08
5	1.08
6	1.09
7	1.09
8	1.10
9	1.10
10	1.10



FUTURE HOMES
SUNRISE RIDGE
12/22/14
SEWER



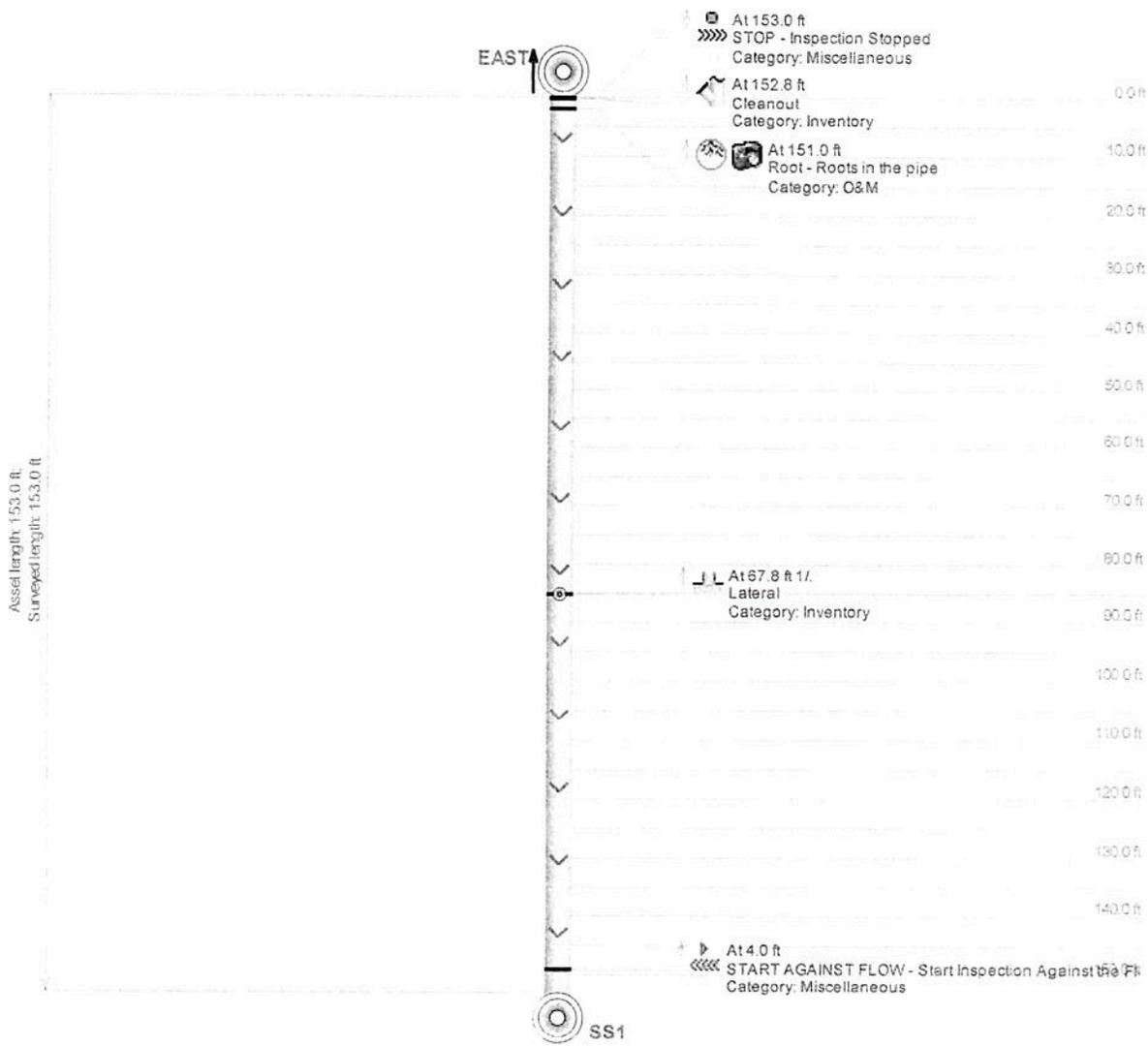
SSI

ROOTS
CLEAN
OUT

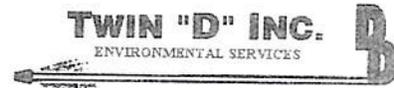


Main Inspection with Pipe-Run Graph

Project Name:	Mainline ID:	City:	Address:
Future Homes Sunrise Ridge 12-22-14	SS1 TO EAST	South Weber	Sunrise Ridge
Start date/time:	Pipe width:	Pipe height:	Pipe type:
12/22/2014	8	8	PVC
Direction:	Surveyed footage:	Weather:	MEDIA_LABEL
UPSTREAM	153.0	Dry	
Surface condition: Thru Property			



3038 North 750 East
 Layton, Utah 84041
 (801) 771-3038



Observation Report with Still Images

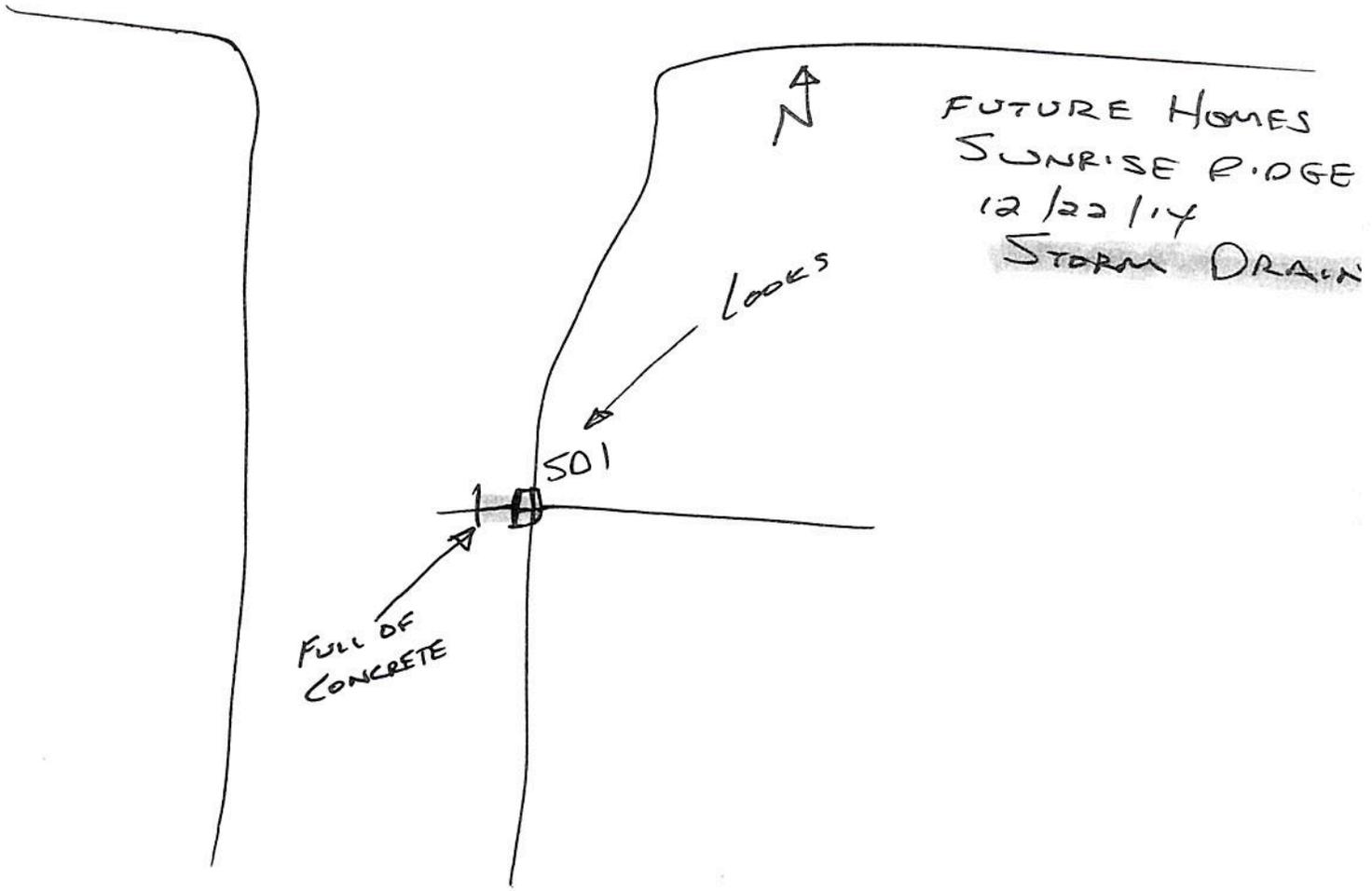
Mainline ID: 03. SS1 TO EAST	Project Name: Future Homes Sunrise Ridge 12-22-14	Start date/time: 12/22/2014 9:00:37 AM	Weather: Dry	Operator: Nate Denny	
Upstream node: EAST	Depth US: SS1	Downstream node:	Depth DS: 10.0	Asset length: 153.0	Extra:

Comments

Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
4.0		START AGAINST FLOW	Yes	/		
67.8		Lateral	Yes	1 /		
151.0		Root	Yes	/	Severe	
<div style="display: flex; align-items: center;"> <div style="width: 150px; font-size: 8px;"> Distance: 151.0 Start: above in the pipe Reverse Clock From: Clock Pos: Rating: Comments: </div>  </div>						
152.8		Cleanout	Yes	/		
153.0		STOP	Yes	/		

DEER RUN DR.

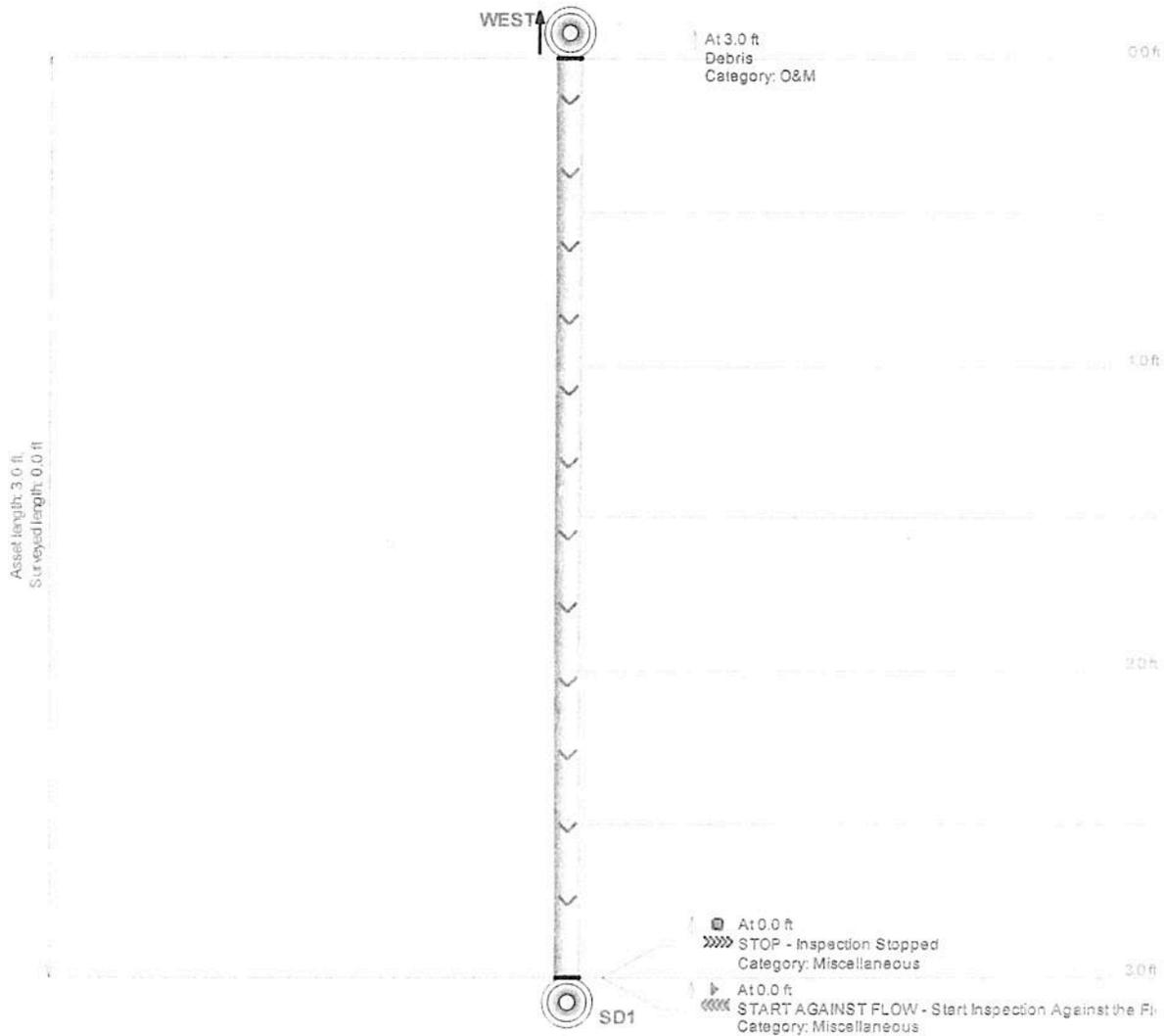


Twin "D" Inc.
 3038 North 750 East
 Layton, Utah 84041
 (801-)771-3038



Main Inspection with Pipe-Run Graph

Project Name: Future Homes Sunrise Ridge 12-22-14	Mainline ID: 01. SD1 TO WEST	City: SOUTH WEBER	Address: SUNRISE RIDGE
Start date/time: 12/22/2014	Pipe width: 18	Pipe height: 18	Pipe type: HDPE
Direction: UPSTREAM	Surveyed footage: 0.0	Weather: Dry	Surface condition: Asphalt
		Tape/Media number:	



Twin "D" Inc.
 3038 North 750 East
 Layton, Utah 84041
 (801-)771-3038



Observation Report with Still Images

Mainline ID: 01. SD1 TO WEST	Project Name: Future Homes Sunrise Ridge 12-22-14	Start date/time: 12/22/2014 1:31:44 PM	Weather: Dry	Operator: Nate Denny
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Upstream node: WEST	Depth US:	Downstream node: SD1	Depth DS: 4.0	Asset length: 3.0	Extra:
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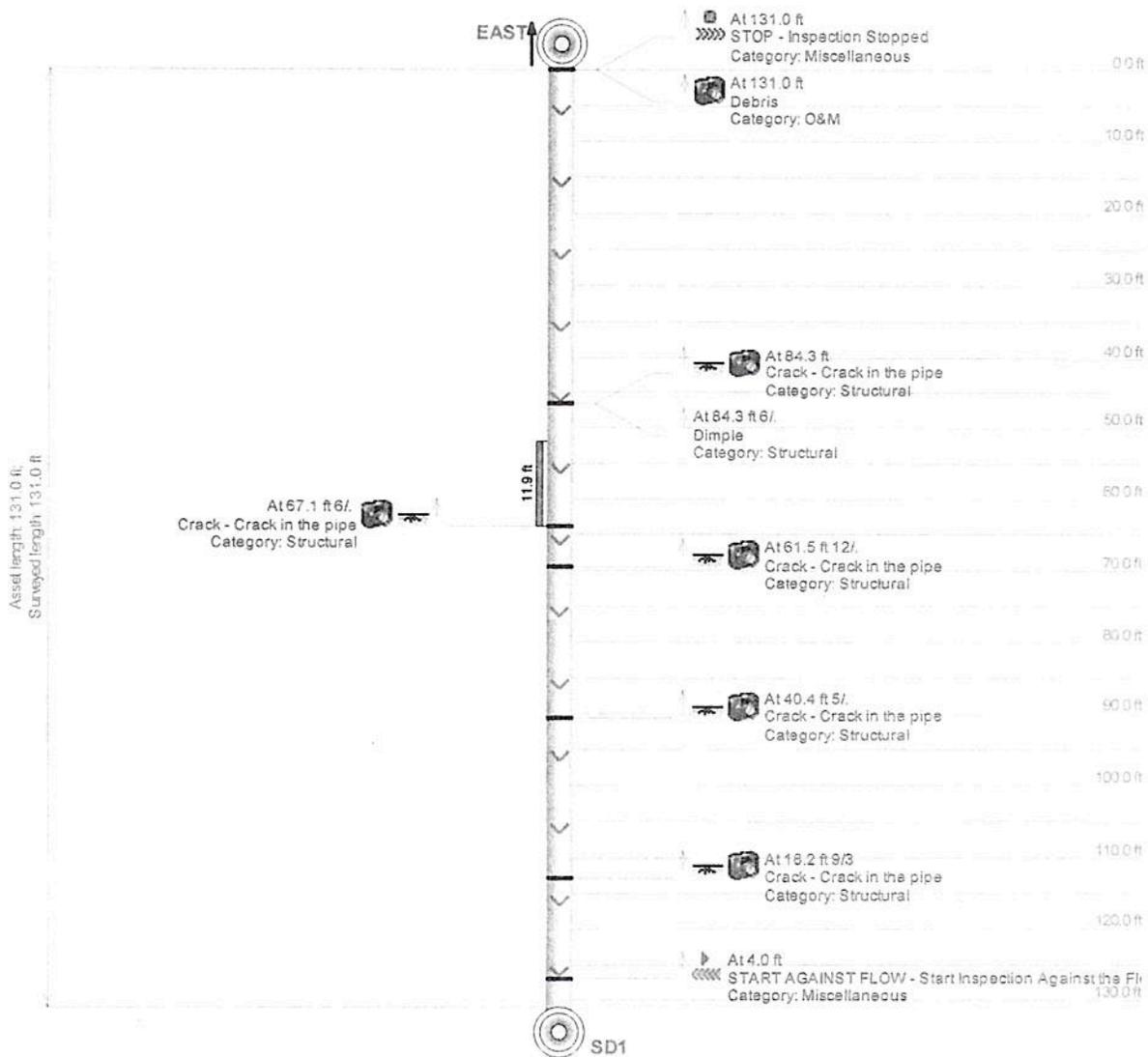
Comments

Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
0.0		START AGAINST FLOW	Yes	/		
0.0		STOP	Yes	/		
3.0		Debris	Yes	/	Severe	FULL OF CONCRETE (ABANDONED?). SD1 LOOKS LIKE IT IS FUNCTIONING AS A BUBBLE UP BOX

Main Inspection with Pipe-Run Graph

Project Name: Future Homes Sunrise Ridge 12-22-14		Mainline ID: 02. SD1 TO EAST		City: SOUTH WEBER		Address: SUNRISE RIDGE	
Start date/time: 12/22/2014		Pipe width: 18		Pipe height: 18		Pipe type: HDPE	
Surface condition: Thru Property		Direction: UPSTREAM		Surveyed footage: 131.0		Weather: Dry	
Tape/Media number:							

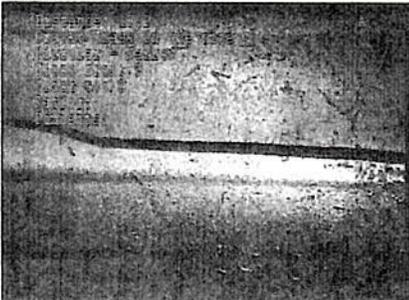


Observation Report with Still Images

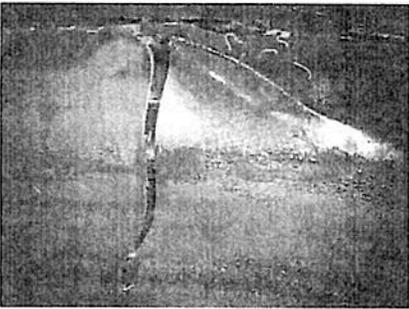
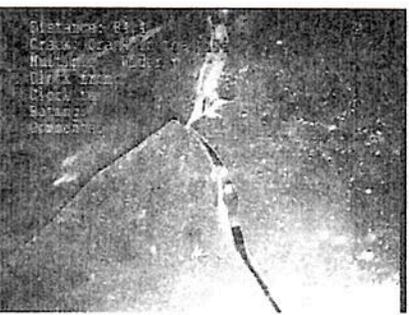
Mainline ID: 02. SD1 TO EAST	Project Name: Future Homes Sunrise Ridge 12-22-14	Start date/time: 12/22/2014 1:38:36 PM	Weather: Dry	Operator: Nate Denny	
Upstream node: EAST	Depth US: SD1	Downstream node:	Depth DS: 4.0	Asset length: 131.0	Extra:

Comments

Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
4.0		START AGAINST FLOW	Yes	/		
18.2		Crack	Yes	9 / 3	Circular - Narrow	
						
40.4		Crack	Yes	5 /	Longitudinal - SEPERATED/OFFSET Wider	
						
61.5		Crack	Yes	12 /	Lonaitudinal -	

Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
					Narrow	
						
67.1	11.9	Crack	Yes	6 /	Longitudinal - Wider	
						
84.3		Dimple	Yes	6 /	Moderate	
						
84.3		Crack	Yes	/	Multiple - Wider	
						
131.0		Debris	Yes	/	Severe	PIPE 100% FULL OF DIRT

Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
131.0	STOP	Yes	/			

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SUNRISE RIDGE**

SOUTH WEBER, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of November ____, 2014, by Future Homes, LLC, a Utah limited liability company ("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).

**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 Sunrise Ridge Homeowners Association, Inc.

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 Future Homes, LLC, a Utah limited liability company, including any successors or assigns of Future Homes, LLC. 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 "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.

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

1.26 "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.

1.27 "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.

1.28 "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.

1.29 "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.

1.30 "Property" shall mean the real property located in Sunrise Ridge in South Weber, Davis County, Utah, legally described in the attached Exhibit "A".

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

1.32 "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.

1.33 "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 "Sunrise Ridge".

2.2. Association. As set forth under Section 1.5, the name of the Association is "Sunrise Ridge 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. 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.

2.5. 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.

2.6. 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).

2.7. 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 construction 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 Variances. 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. No Owner may be permitted to keep more than one (1) domestic animals, and all domestic animals shall be smaller than thirty-five (35) pounds in weight.

(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 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 15feet 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.

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 25 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 storage space above the garage provided the storage space is accessible from the interior of the garage. 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.

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. Sunrise Ridge 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: " Sunrise Ridge 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 in width and location as required by the City 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.

(Signatures appear on following page.)

EXECUTED as of the date stated above.

"Declarant"

FUTURE HOMES, LLC

By: _____
Blair Gardner, Manager

STATE OF UTAH)
 : ss)
COUNTY OF WEBER)

On this _____ day of November, in the year 2014, before me a notary public, personally appeared Blair Gardner, 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
SUNRISE RIDGE HOMEOWNERS ASSOCIATION, INC.

BYLAWS
OF
SUNRISE RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is Sunrise Ridge 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 Sunrise Ridge 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 Future Homes, LLC, 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 Sunrise Ridge, 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 telecopy 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 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 SUNRISE RIDGE 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

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 "common areas" 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. Finally, 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."
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:

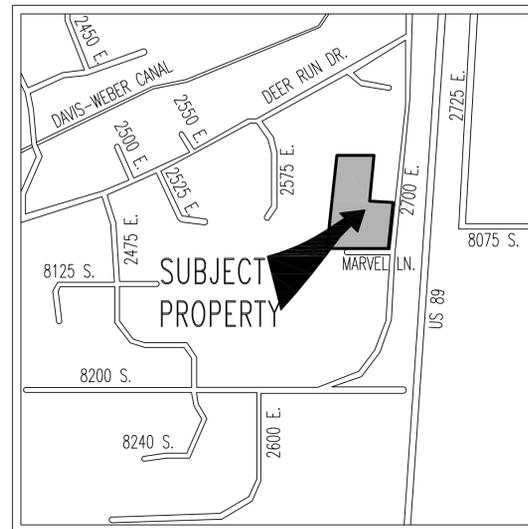
TAMMY LONG
Mayor, South Weber City

THOMAS L. SMITH
City Recorder, South Weber City

SUNRISE RIDGE SUBDIVISION

2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH

VICINITY MAP



UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS; OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

GENERAL NOTES

- 1) ALL WORK SHALL CONFORM WITH SOUTH WEBER CITY STANDARDS & SPECIFICATIONS.
- 2) ALL WORK WITHIN UDOT RIGHT-OF-WAY SHALL CONFORM TO UDOT STANDARDS AND SPECIFICATIONS
- 3) CALL BLUESTAKES 48 HOURS PRIOR TO DIGGING.
- 4) BENCHMARK IS SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. ELEVATION = 4680.50
- 5) ALL CONSTRUCTION SHALL COMPLY WITH THE SOUTH WEBER CITY STANDARD PLANS.
- 6) CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE BUILDING OR STAKING ANY UTILITY LINES.
- 7) ALL IRRIGATION VALVE COVERS SHOULD BE LABELED "IRRIGATION".

TRAFFIC CONTROL & SAFETY NOTES

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT SOUTH WEBER CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY WORK.
2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
4. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

DEVELOPER

FUTURE HOMES
579 HERITAGE PARK BLVD, SUITE 201
LAYTON, UTAH 84041
(801) 628-6363

ENGINEER / SURVEYOR

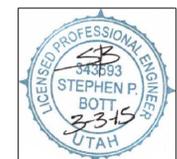
PINNACLE
Engineering & Land Surveying, Inc.

2720 North 350 West, Suite #108
Layton, UT 84041

Phone: (801) 773-1910
Fax: (801) 773-1925

DRAWING INDEX

- 1 COVER
- 2 NOTES & DETAILS
- 3 PLAT
- 4 SITE PLAN OFFSITE STORM DRAIN
- 5 SITE PLAN
- 6 PLAN & PROFILE OFFSITE STORM DRAIN 1
- 7 PLAN & PROFILE OFFSITE STORM DRAIN 2
- 8 PLAN & PROFILE OFFSITE STORM DRAIN 3 - 2575 EAST
- 9 PLAN & PROFILE SEWER OUTFALL 1
- 10 PLAN & PROFILE SEWER OUTFALL 2
- 11 PLAN & PROFILE SUNSHINE COURT 1
- 12 PLAN & PROFILE SUNSHINE COURT 2
- 13 PLAN & PROFILE NEIGHBORS SEWER REPLACEMENT LINE
- 14 EAST-WEST REAR LOT DRAIN LINE PLAN & PROFILE
- 15 WEST REAR LOT DRAIN LINE PLAN & PROFILE
- 16 GRADING PLAN
- 17 SWPPP



SUNRISE RIDGE SUBDIVISION

SUNRISE RIDGE SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M.,
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	24.59	15.00	93°55'32"	N42°58'09"W	21.93
C2	22.53	15.00	86°04'28"	N47°01'51"E	20.47
C3	23.52	15.00	89°49'34"	S45°01'08"E	21.18
C4	5.44	10.00	31°11'10"	S15°29'14"W	5.38
C5	3.52	10.00	20°08'55"	S41°09'17"W	3.50
C6	63.46	60.00	60°36'03"	N20°55'43"E	60.54
C7	48.75	60.00	46°33'10"	N32°38'54"W	47.42
C8	48.75	60.00	46°33'10"	N79°12'04"W	47.42
C9	48.75	60.00	46°33'10"	S54°14'46"W	47.42
C10	53.81	60.00	51°22'53"	S05°16'44"W	52.02
C11	29.66	60.00	28°19'20"	S34°34'22"E	29.36
C12	8.49	10.00	48°37'41"	N24°25'12"W	8.23
C13	4.36	10.00	24°57'33"	N12°22'25"E	4.32
C14	3.15	10.00	18°02'45"	N33°52'34"E	3.14
C15	57.91	55.00	60°19'37"	S12°44'08"W	55.27
C16	47.67	55.00	49°39'23"	S42°15'22"E	46.19
C17	57.59	55.00	59°59'38"	N82°55'08"E	54.99
C18	0.75	10.00	4°17'50"	S55°04'14"W	0.75
C19	5.73	10.00	32°50'56"	S73°38'37"W	5.66
C20	163.17	55.00	169°58'38"	S42°05'22"E	109.58
C21	293.18	60.00	279°57'46"	N88°45'09"W	77.16

NOTES:
1. A GEOTECHNICAL REPORT WAS PERFORMED BY EARTHTEC ENGINEERING (PROJECT NO. 13-0143G, DATED JUNE 10, 2013). A COPY IS ON FILE WITH SOUTH WEBER CITY.
2. SUPPLEMENTAL GEOTECHNICAL RECOMMENDATIONS WERE PERFORMED BY EARTHTEC ENGINEERING (JOB NO. 155005G, DATED JANUARY 20 2105). A COPY IS ON FILE WITH SOUTH WEBER CITY.
3. "R" RESTRICTION LOTS REQUIRE AN INDIVIDUAL GEOTECHNICAL EVALUATION TO BE PERFORMED AND AN APPROVAL LETTER SUPPLIED TO THE CITY RELATIVE TO THE SLOPE STABILITY ANALYSIS AND RECOMMENDATIONS PERFORMED IN THE SUPPLEMENTAL GEOTECHNICAL RECOMMENDATIONS BY EARTHTEC ENGINEERING. THIS WILL BE REQUIRED WITH THE BUILDING PERMIT.

LEGEND

- PROPERTY LINE
- LOT LINE
- CENTER / SECTION LINE
- STREET RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- ADJACENT PROPERTY LINE
- ⊕ NEW CENTERLINE MONUMENT
- ⬠ SECTION CORNER
- P&UDE PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH AN ORANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE 191517

UTILITY COMPANY APPROVAL

ROCKY MOUNTAIN POWER _____ DATE _____
QUESTAR GAS _____ DATE _____
CENTURYLINK _____ DATE _____

SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS: SUNRISE RIDGE SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF DEER RUN ESTATES, UNIT 1 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER SAID POINT BEING LOCATED NORTH 00°06'21" WEST ALONG SECTION LINE 817.18 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 00°06'21" WEST ALONG SAID LINE AND SECTION LINE 505.63 FEET TO THE SOUTH LINE OF DEER RUN ESTATES NO. 2 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 89°55'53" EAST ALONG SAID SOUTH LINE 300.11 FEET; THENCE SOUTH 03°59'37" WEST ALONG SAID WEST LINE 297.76 FEET; THENCE NORTH 89°55'55" WEST 448.84 FEET TO THE POINT OF BEGINNING.

CONTAINS: 199,030 SQ.FT./4.57 AC.

OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT SUNRISE RIDGE SUBDIVISION, AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

SIGNED THIS _____ DAY OF _____ A.D. 20____.

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF DAVIS)
ON THE ____ DAY OF ____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER () OF THE ABOVE OWNER'S DEDICATION, ____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

SUNRISE RIDGE SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M.,
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

PINNACLE
Engineering & Land Surveying, Inc.
2720 North 350 West, Suite #108 Phone: (801) 773-1910
LAYTON, UT 84041 Fax: (801) 773-1925

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD
AND RECORDED THIS _____
DAY OF _____, 20____ AT
_____ IN BOOK _____
OF OFFICIAL RECORDS PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
SOUTH WEBER CITY ATTORNEY.

SOUTH WEBER CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
SOUTH WEBER CITY PLANNING COMMISSION.

SOUTH WEBER CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
SOUTH WEBER CITY ENGINEER.

SOUTH WEBER CITY ENGINEER

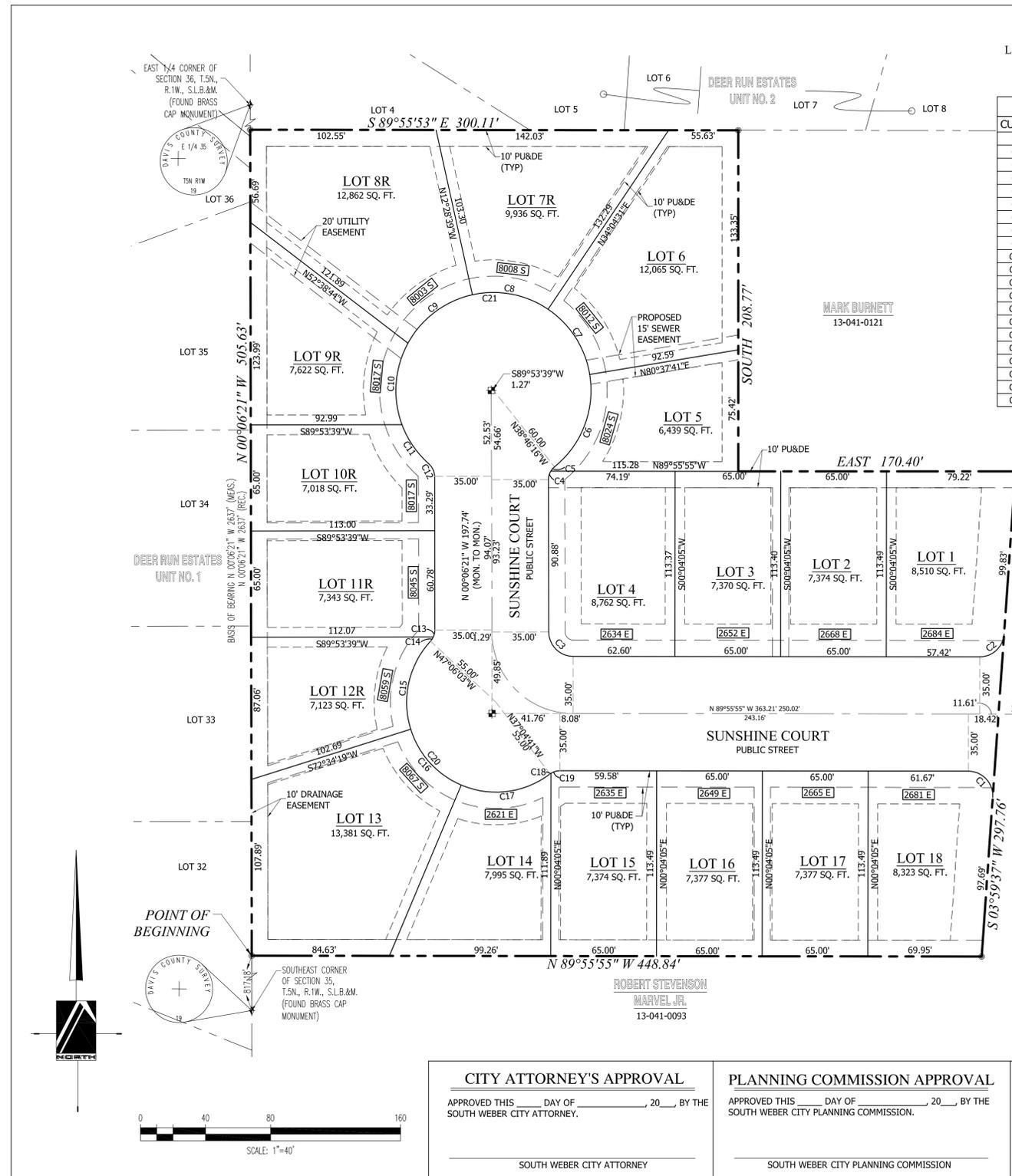
CITY COUNCIL APPROVAL

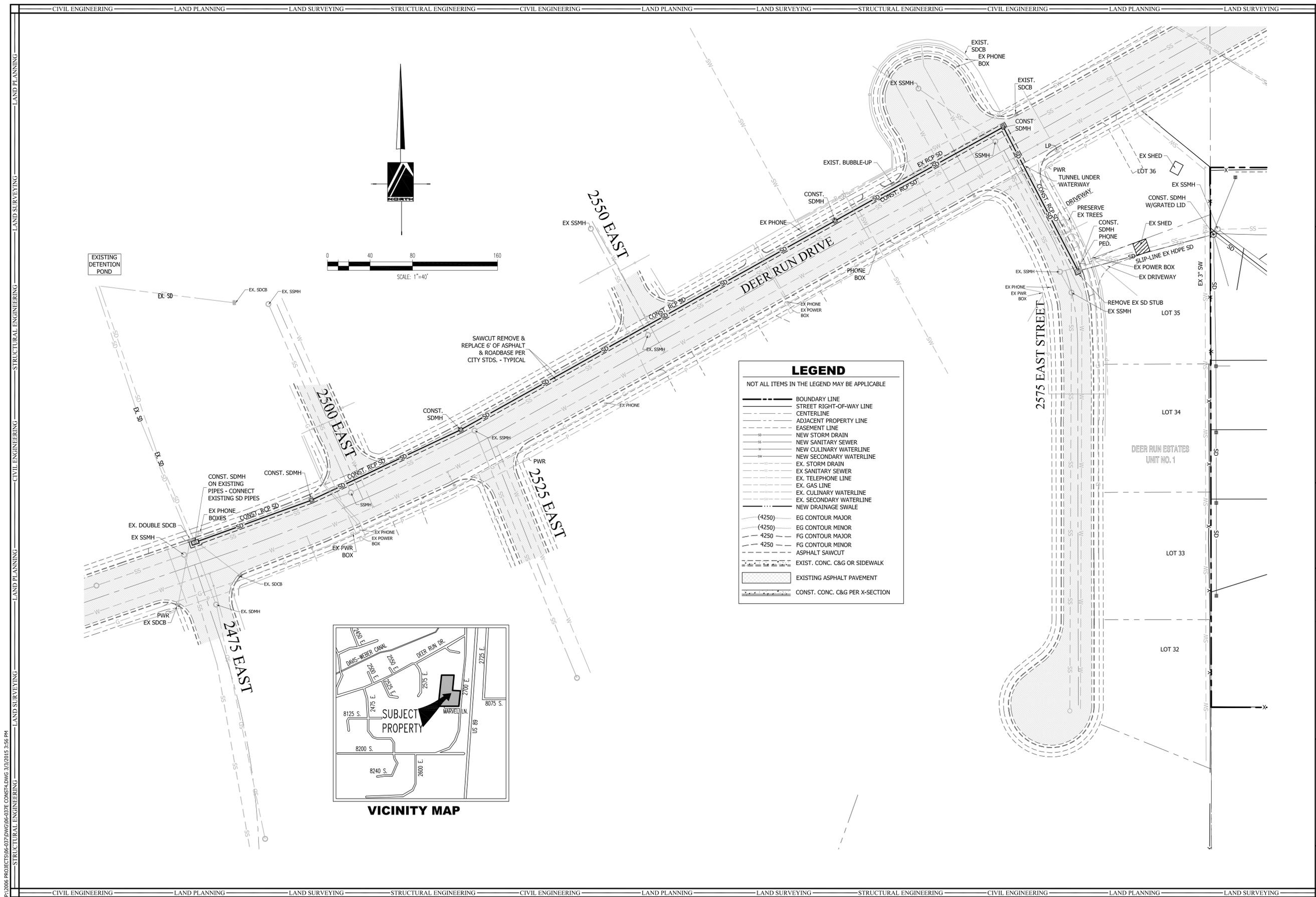
APPROVED THIS _____ DAY OF _____, 20____, BY THE
SOUTH WEBER CITY COUNCIL.

ATTEST:

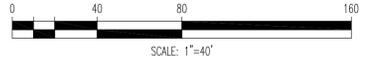
SOUTH WEBER CITY RECORDER

SOUTH WEBER CITY MAYOR



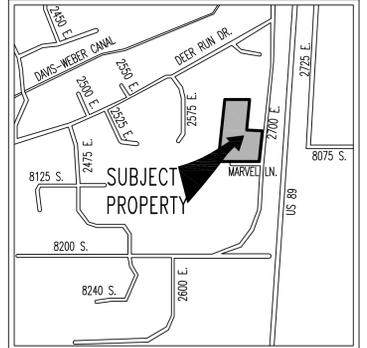


EXISTING DETENTION POND



LEGEND
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

	BOUNDARY LINE
	STREET RIGHT-OF-WAY LINE
	CENTERLINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	NEW STORM DRAIN
	NEW SANITARY SEWER
	NEW CULINARY WATERLINE
	NEW SECONDARY WATERLINE
	EX. STORM DRAIN
	EX. SANITARY SEWER
	EX. TELEPHONE LINE
	EX. GAS LINE
	EX. CULINARY WATERLINE
	EX. SECONDARY WATERLINE
	NEW DRAINAGE SWALE
	EG CONTOUR MAJOR (4250)
	EG CONTOUR MINOR (4250)
	FG CONTOUR MAJOR (4250)
	FG CONTOUR MINOR (4250)
	ASPHALT SAWCUT
	EXIST. CONC. C&G OR SIDEWALK
	EXISTING ASPHALT PAVEMENT
	CONST. CONC. C&G PER X-SECTION



VICINITY MAP

PINNACLE
Engineering & Land Surveying, Inc.
Layton • West Bountiful • Mount Pleasant • St. George
2720 North 350 West, Suite #108 Phone: (801) 773-1910
Layton, UT 84041 Fax: (801) 773-1925

SUNRISE RIDGE
SITE PLAN OFFSITE STORM DRAIN
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



SHEET #	DATE	REVISION
4	05/20/05	
	03/03/15	
	03/03/15	
	01/28/15	

SURVEYED BY	DATE
DW/CB	05/20/05

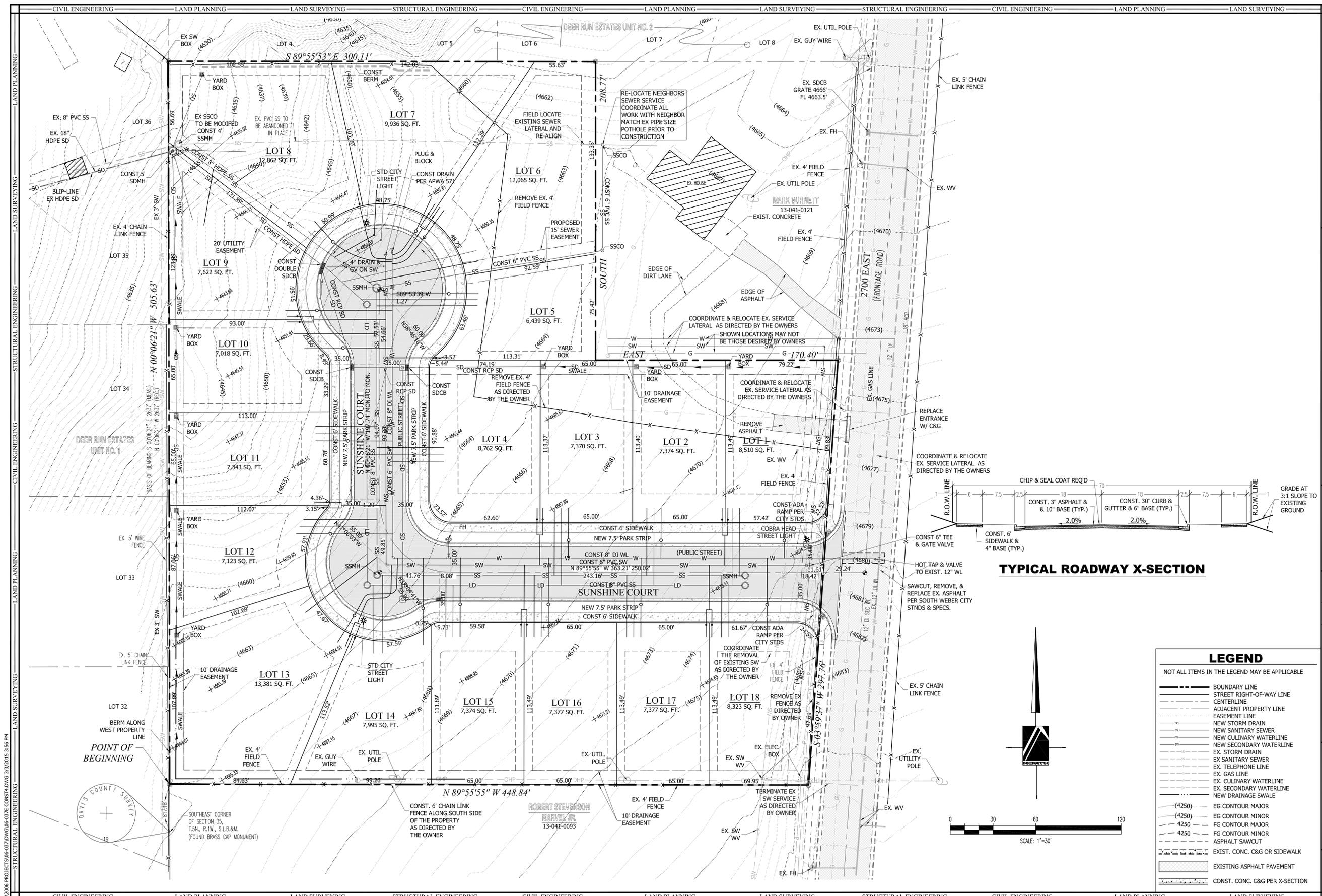
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SPB	03/03/15

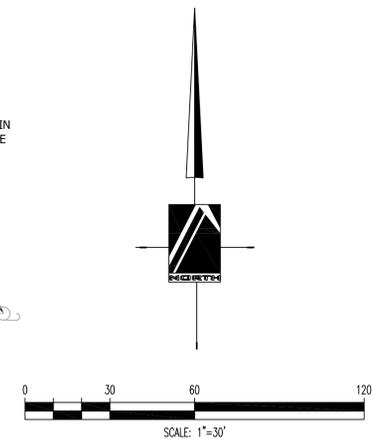
APPROVED BY	DATE
SJF	01/28/15

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TYPICAL ROADWAY X-SECTION

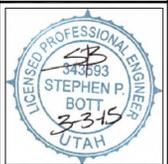


LEGEND
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

---	BOUNDARY LINE
---	STREET RIGHT-OF-WAY LINE
---	CENTERLINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
---	NEW CULINARY WATERLINE
---	NEW SECONDARY WATERLINE
---	EX. STORM DRAIN
---	EX. SANITARY SEWER
---	EX. TELEPHONE LINE
---	EX. GAS LINE
---	EX. CULINARY WATERLINE
---	EX. SECONDARY WATERLINE
---	NEW DRAINAGE SWALE
(4250)	EG CONTOUR MAJOR
(4250)	EG CONTOUR MINOR
4250	FG CONTOUR MAJOR
4250	FG CONTOUR MINOR
---	ASPHALT SAWCUT
---	EXIST. CONC. C&G OR SIDEWALK
---	EXISTING ASPHALT PAVEMENT
---	CONST. CONC. C&G PER X-SECTION

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SUNRISE RIDGE
SITE PLAN
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



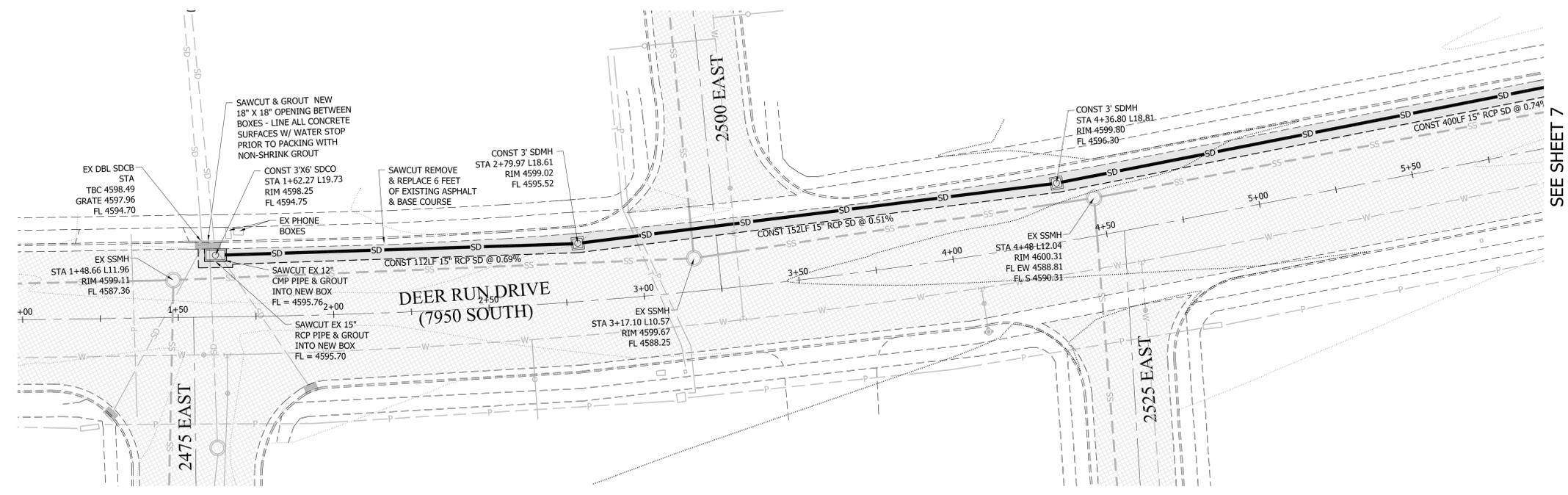
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03/03/15 <td></td>	
03/03/15 <td></td>	
01/28/15 <td></td>	

SURVEYED BY	DATE
DW/CB	05/20/05
DESIGNED BY	DATE
SPB	03/03/15
DRAWN BY	DATE
SPB	03/03/15
APPROVED BY	DATE
SJF	01/28/15

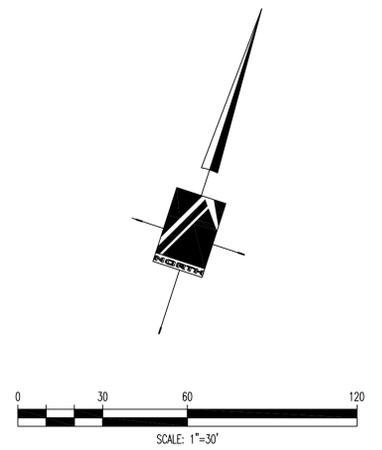
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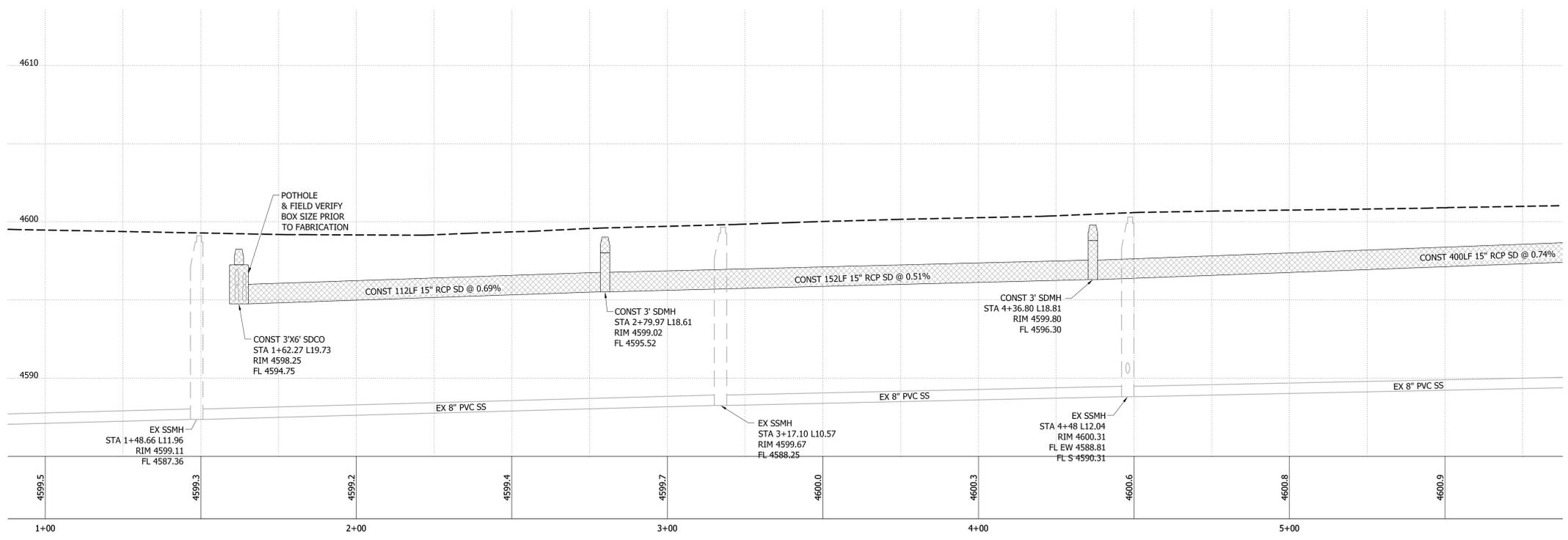


SEE SHEET 7



PLAN & PROFILE OFFSITE STORM DRAIN STA 1+00 TO 5+50

SEE SHEET 2 FOR
STREET CROSS SECTION



- (A) CONSTRUCT 8" DUCTILE IRON CL51 CULINARY WATER LINE
- (B) CONSTRUCT NEW 6" C900 SECONDARY WATER LINE
- (C) CONSTRUCT NEW 8" SDR 35 SANITARY SEWER LINE
- (D) CONSTRUCT NEW 8" SDR 35 LAND DRAIN LINE
- (E) CONSTRUCT NEW CL III RCP STORM DRAIN LINE
- (F) CONSTRUCT NEW FIRE HYDRANT & ASSEMBLY COMPLETE
- (G) CONSTRUCT 4" SDR35 PVC SANITARY SEWER SERVICE LATERAL
- (H) CONSTRUCT 3/4" CULINARY WATER SERVICE, METER & BOX
- (I) CONSTRUCT 1 1/2" SECONDARY WATER DOUBLE LATERAL
- (J) CONSTRUCT 4" SDR35 PVC LAND DRAIN SERVICE LATERAL
- (K) CONSTRUCT NEW COBRA HEAD STREETLIGHT
- (L) CONSTRUCT 1" SECONDARY WATER SINGLE LATERAL
- (M) CONSTRUCT NEW SURVEY MONUMENT
- (N) CONSTRUCT NEW CL51 DUCTILE IRON BEND
- (R) CONSTRUCT ADA RAMP PER ADA STANDARDS, CONTACT CITY PRIOR TO POURING RAMPS
- (W) CONSTRUCT NEW 3/4" WATER METER & BOX
- GV CONSTRUCT NEW GATE VALVE

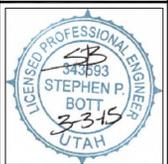
LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- STREET RIGHT-OF-WAY LINE
- CENTERLINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- NEW STORM DRAIN
- NEW SANITARY SEWER
- NEW CULINARY WATERLINE
- NEW SECONDARY WATERLINE
- EX. STORM DRAIN
- EX. SANITARY SEWER
- EX. TELEPHONE LINE
- EX. GAS LINE
- EX. CULINARY WATERLINE
- EX. SECONDARY WATERLINE
- NEW DRAINAGE SWALE
- (4250) --- EG CONTOUR MAJOR
- (4250) --- EG CONTOUR MINOR
- 4250 --- FG CONTOUR MAJOR
- 4250 --- FG CONTOUR MINOR
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- EXIST. CONC. C&G OR SIDEWALK
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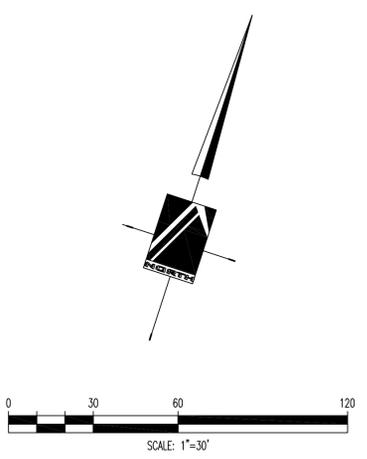
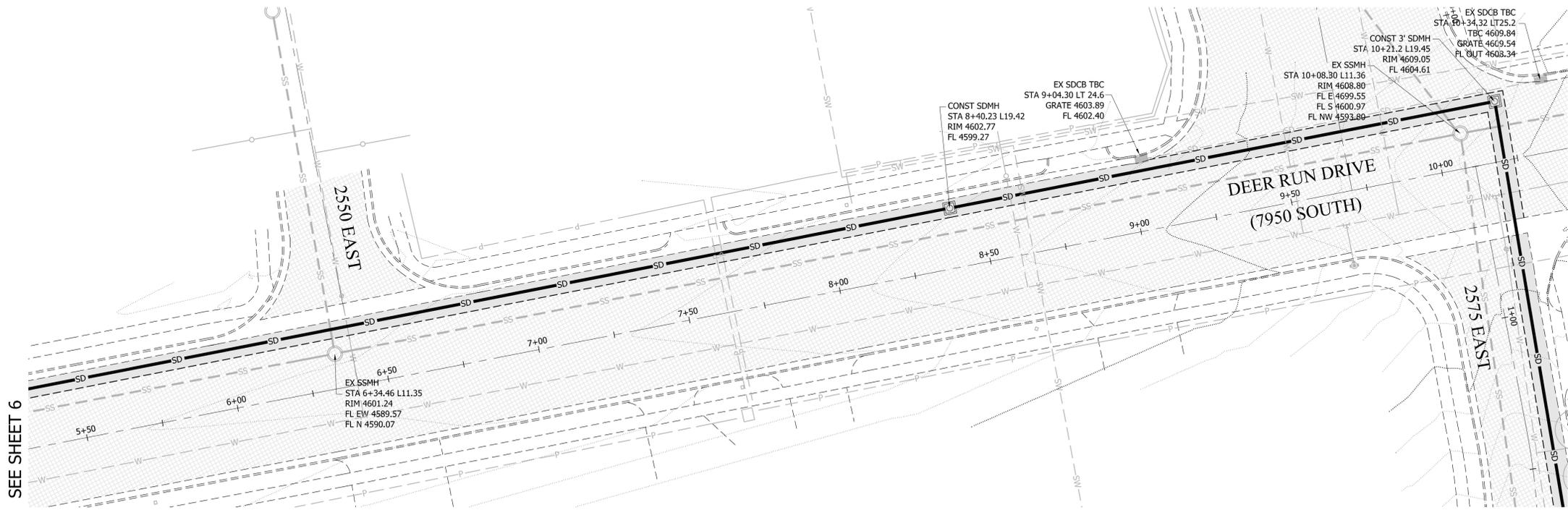
SUNRISE RIDGE
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FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



DATE	REVISION	DATE	REVISION
05/20/05		03/03/15	
		03/03/15	
		03/03/15	
		01/28/15	

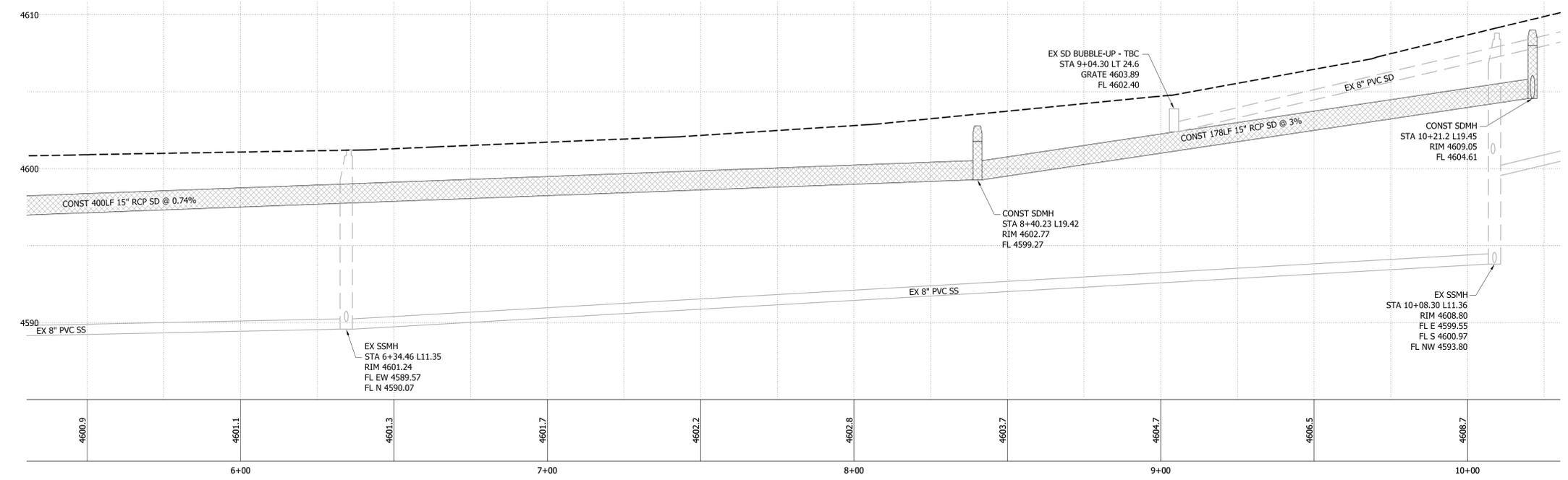
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DW/CB	05/20/05
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SPB	03/03/15
DRAWN BY	DATE
SPB	03/03/15
APPROVED BY	DATE
SJF	01/28/15

SHEET #	OF	DATE
6	16	



PLAN & PROFILE OUTFALL STORM DRAIN STA 5+50 TO 10+25

SEE SHEET 2 FOR
STREET CROSS SECTION

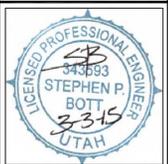


- Ⓐ CONSTRUCT 8" DUCTILE IRON CL51 CULINARY WATER LINE
- Ⓑ CONSTRUCT NEW 6" C900 SECONDARY WATER LINE
- Ⓒ CONSTRUCT NEW 8" SDR 35 SANITARY SEWER LINE
- Ⓓ CONSTRUCT NEW 8" SDR 35 LAND DRAIN LINE
- Ⓔ CONSTRUCT NEW CL III RCP STORM DRAIN LINE
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- Ⓜ CONSTRUCT NEW COBRA HEAD STREETLIGHT
- Ⓝ CONSTRUCT 1" SECONDARY WATER SINGLE LATERAL
- Ⓟ CONSTRUCT NEW SURVEY MONUMENT
- Ⓡ CONSTRUCT NEW CL51 DUCTILE IRON BEND
- Ⓢ CONSTRUCT ADA RAMP PER ADA STANDARDS, CONTACT CITY PRIOR TO POURING RAMPS
- Ⓤ CONSTRUCT NEW 3/4" WATER METER & BOX
- Ⓚ CONSTRUCT NEW GATE VALVE

LEGEND	
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE	
	BOUNDARY LINE
	STREET RIGHT-OF-WAY LINE
	CENTERLINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	NEW STORM DRAIN
	NEW SANITARY SEWER
	NEW CULINARY WATERLINE
	NEW SECONDARY WATERLINE
	EX. STORM DRAIN
	EX. SANITARY SEWER
	EX. TELEPHONE LINE
	EX. GAS LINE
	EX. CULINARY WATERLINE
	EX. SECONDARY WATERLINE
	NEW DRAINAGE SWALE
	EG CONTOUR MAJOR
	EG CONTOUR MINOR
	FG CONTOUR MAJOR
	FG CONTOUR MINOR
	ASPHALT SAWCUT
	EXIST. CONC. C&G OR SIDEWALK
	EXISTING ASPHALT PAVEMENT
	CONST. CONC. C&G PER X-SECTION

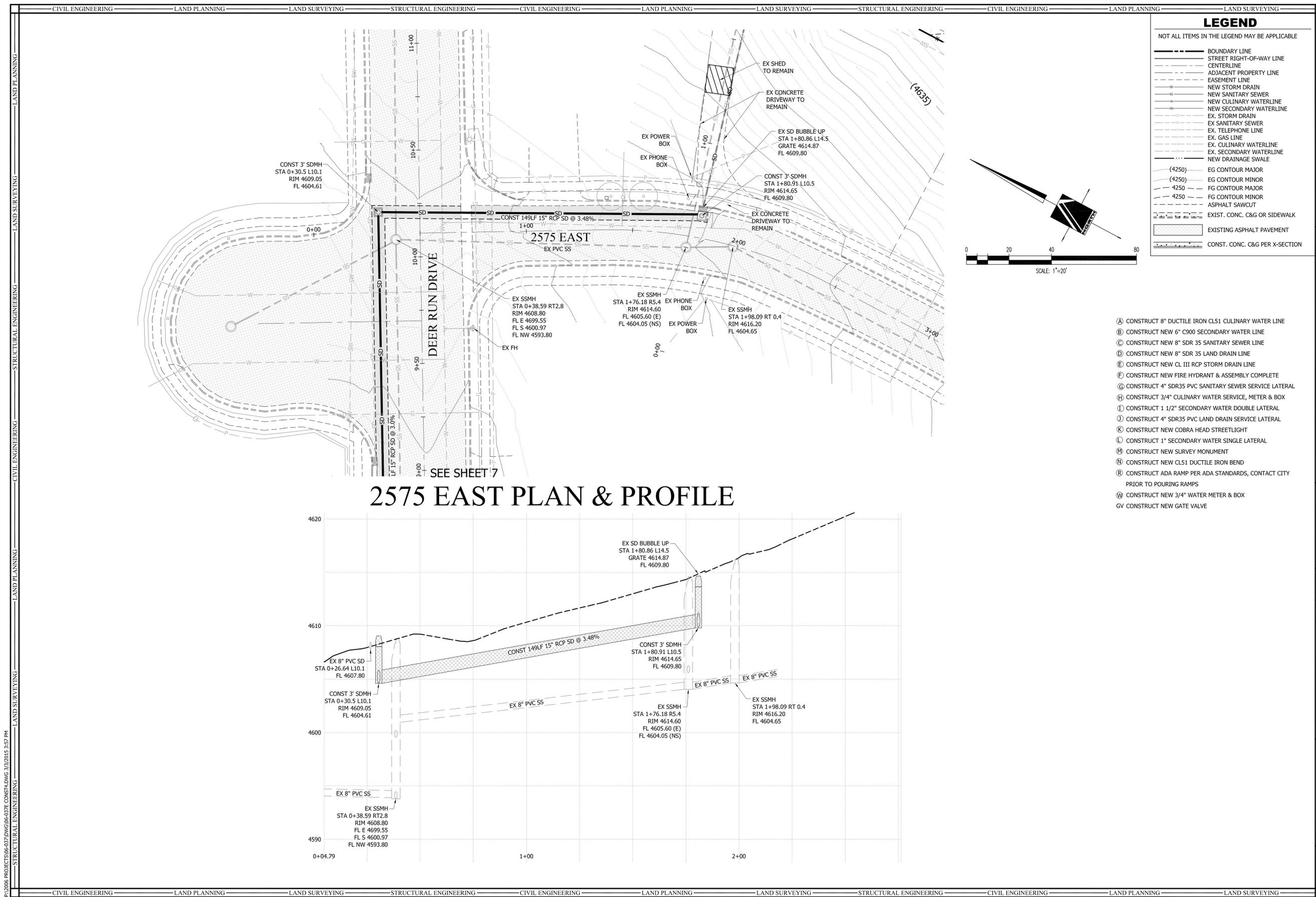
PINNACLE
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Layton, UT 84041 Fax: (801) 773-1925

SUNRISE RIDGE
PLAN & PROFILE OFFSITE STORM DRAIN
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



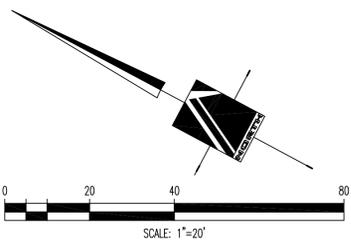
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05/20/05		03/03/15	
		03/03/15	
		01/28/15	

SURVEYED BY	DW/CB	DESIGNED BY	SPB	DRAWN BY	SPB	APPROVED BY	SJF
SHEET #	7	OF	16				



LEGEND
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

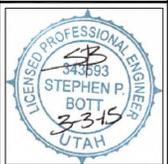
---	BOUNDARY LINE
---	STREET RIGHT-OF-WAY LINE
---	CENTERLINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
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---	EX. STORM DRAIN
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---	EX. CULINARY WATERLINE
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---	NEW DRAINAGE SWALE
(4250)	EG CONTOUR MAJOR
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4250	FG CONTOUR MAJOR
4250	FG CONTOUR MINOR
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---	CONST. CONC. C&G PER X-SECTION



- (A) CONSTRUCT 8" DUCTILE IRON CL51 CULINARY WATER LINE
- (B) CONSTRUCT NEW 6" C900 SECONDARY WATER LINE
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- (F) CONSTRUCT NEW FIRE HYDRANT & ASSEMBLY COMPLETE
- (G) CONSTRUCT 4" SDR35 PVC SANITARY SEWER SERVICE LATERAL
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- (L) CONSTRUCT 1" SECONDARY WATER SINGLE LATERAL
- (M) CONSTRUCT NEW SURVEY MONUMENT
- (N) CONSTRUCT NEW CL51 DUCTILE IRON BEND
- (O) CONSTRUCT ADA RAMP PER ADA STANDARDS, CONTACT CITY PRIOR TO POURING RAMPS
- (P) CONSTRUCT NEW 3/4" WATER METER & BOX
- GV CONSTRUCT NEW GATE VALVE

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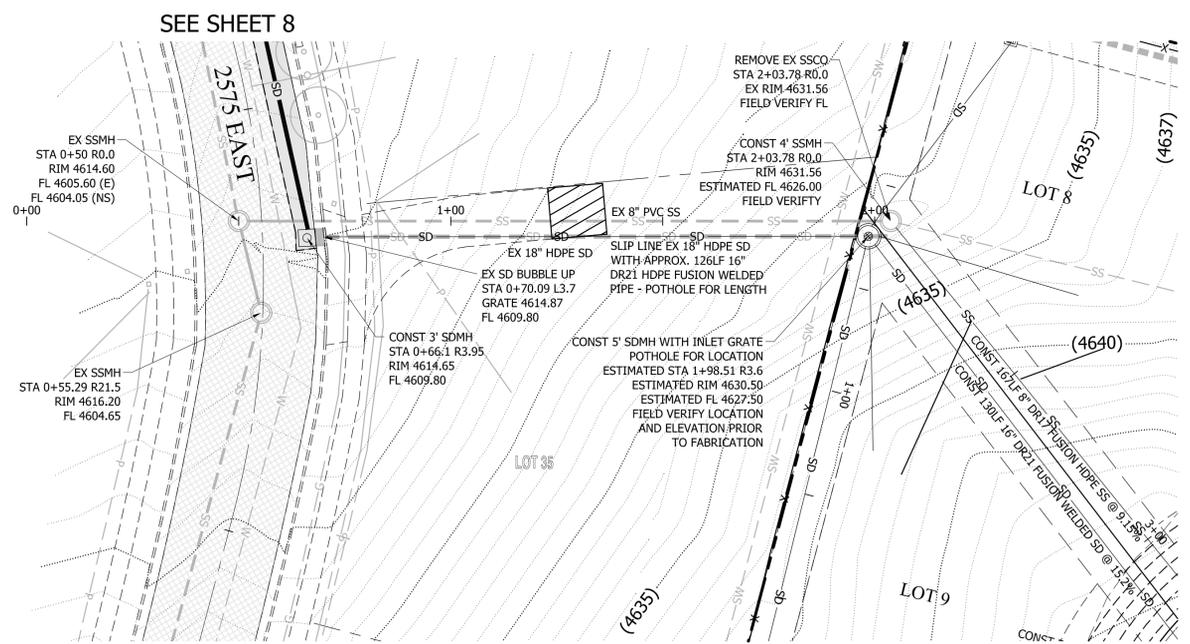
SUNRISE RIDGE
PLAN & PROFILE OFFSITE STORM DRAIN
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



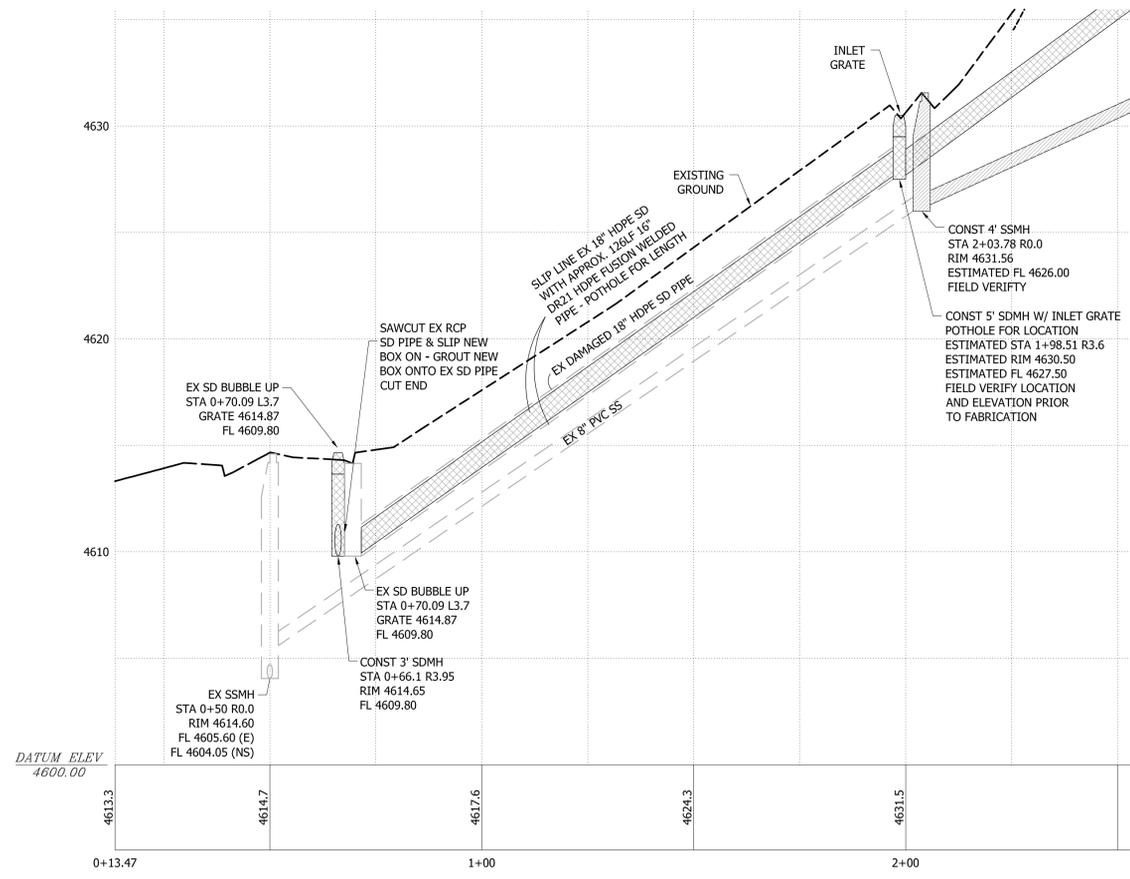
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	03/03/15	
	03/03/15	
16	01/28/15	

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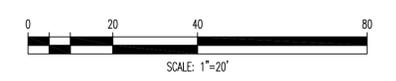
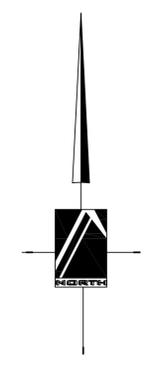
SEWER OUTFALL PLAN & PROFILE A



LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- STREET RIGHT-OF-WAY LINE
- CENTERLINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- NEW STORM DRAIN
- NEW SANITARY SEWER
- NEW CULINARY WATERLINE
- NEW SECONDARY WATERLINE
- EX. STORM DRAIN
- EX. SANITARY SEWER
- EX. TELEPHONE LINE
- EX. GAS LINE
- EX. CULINARY WATERLINE
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- ASPHALT SAWCUT
- EXIST. CONC. C&G OR SIDEWALK
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- CONST. CONC. C&G PER X-SECTION

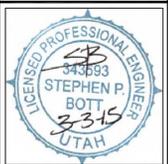


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- (M) CONSTRUCT NEW SURVEY MONUMENT
- (N) CONSTRUCT NEW CL51 DUCTILE IRON BEND
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- (P) CONSTRUCT NEW 3/4" WATER METER & BOX
- GV CONSTRUCT NEW GATE VALVE

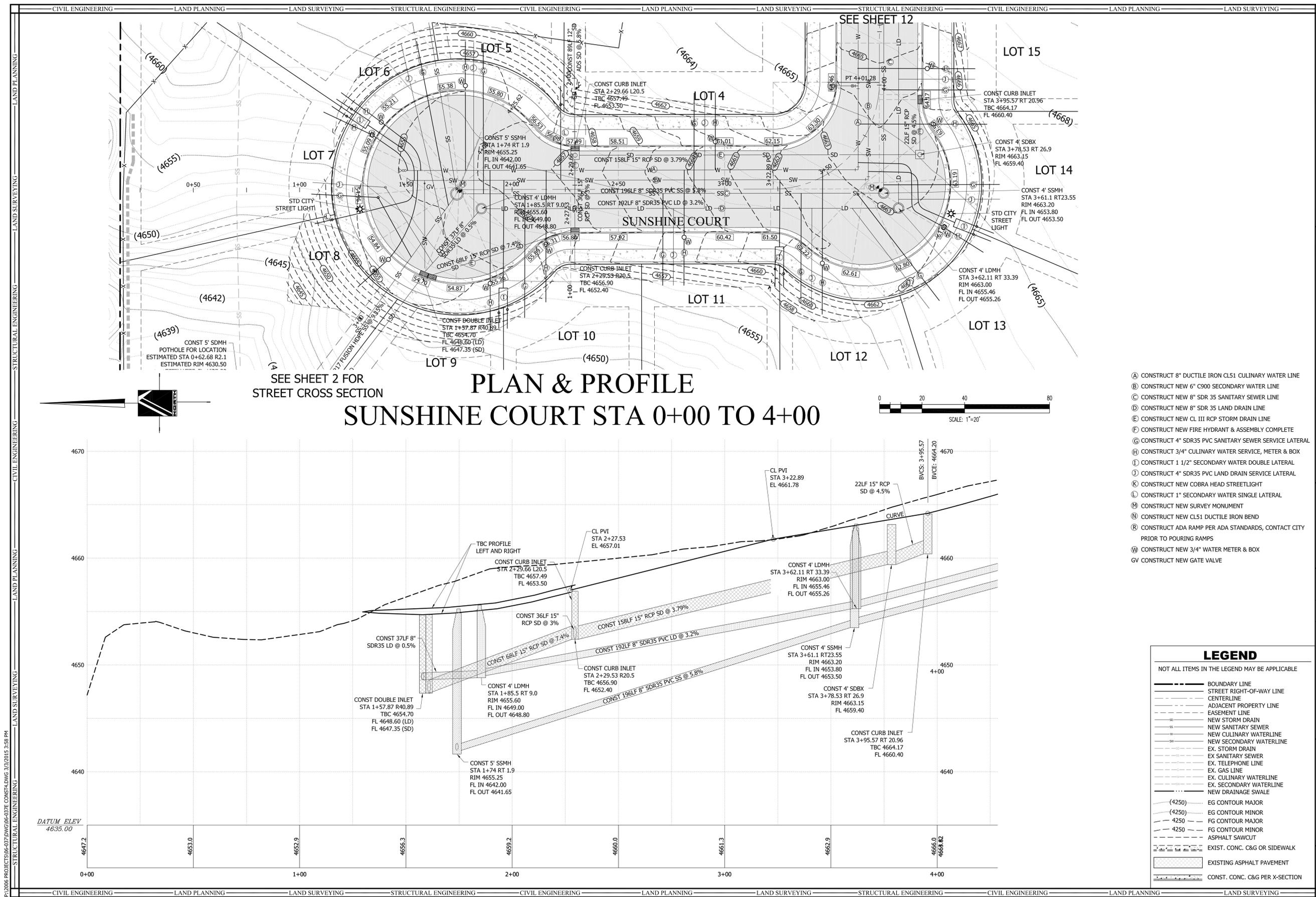
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SUNRISE RIDGE
 PLAN & PROFILE SEWER OUTFALL I
 FOR: BLAIR GARDNER
 2600 EAST 8000 SOUTH
 SOUTH WEBER, UTAH
 PROJECT #06-037E

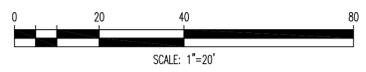


SHEET #	DATE	REVISION
9	05/20/05	
OF	03/03/15	
16	03/03/15	
	01/28/15	



SEE SHEET 2 FOR
STREET CROSS SECTION

PLAN & PROFILE SUNSHINE COURT STA 0+00 TO 4+00



- (A) CONSTRUCT 8" DUCTILE IRON CL51 CULINARY WATER LINE
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---	EASEMENT LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
---	NEW CULINARY WATERLINE
---	NEW SECONDARY WATERLINE
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---	CONST. CONC. C&G PER X-SECTION

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SUNRISE RIDGE
PLAN & PROFILE SUNSHINE COURT
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



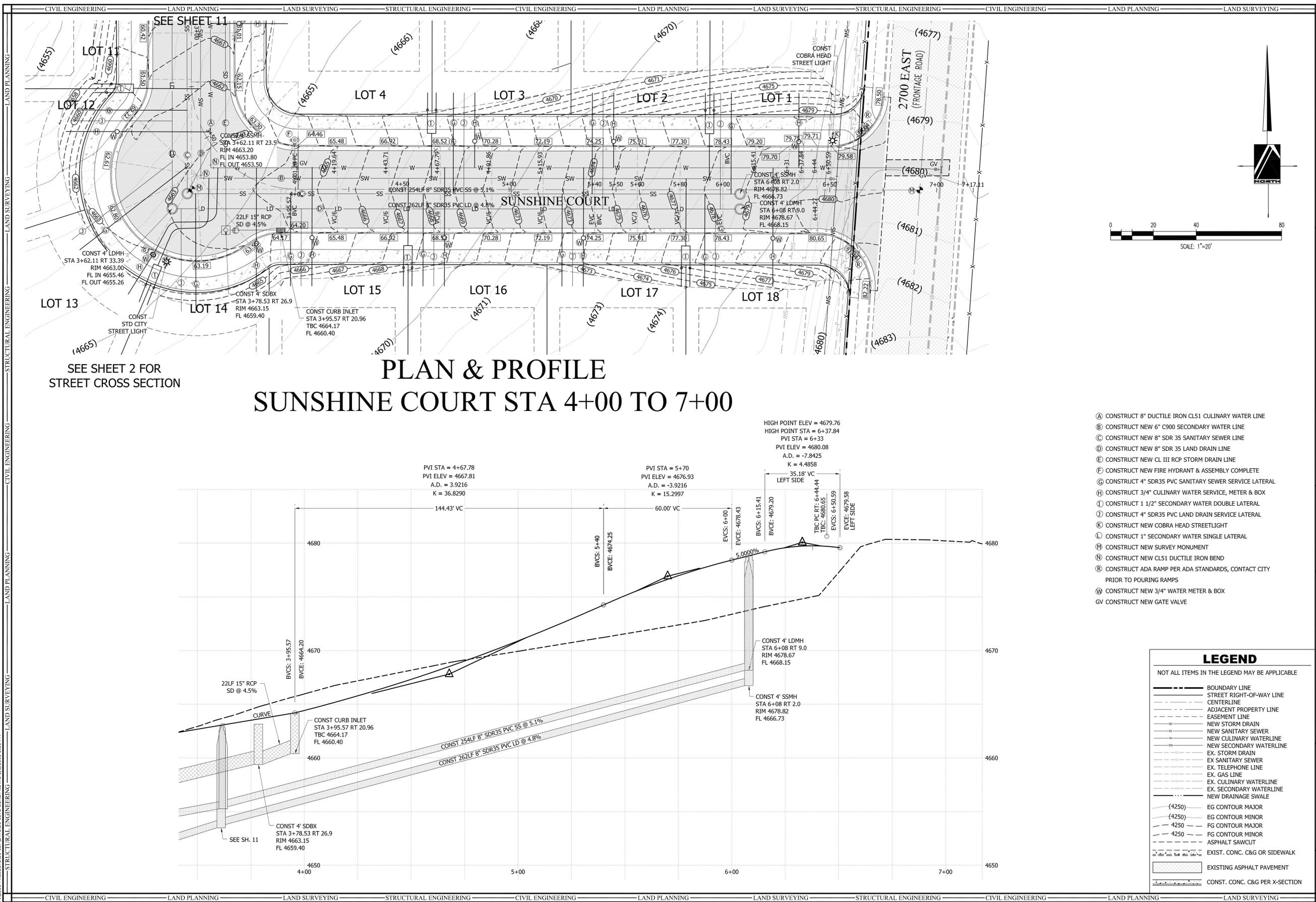
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05/20/05		03/03/15	
		03/03/15	
		01/28/15	

SURVEYED BY	DATE	BY	DATE
DW/CB	05/20/05		
DESIGNED BY	DATE		
SPB	03/03/15		
DRAWN BY	DATE		
SPB	03/03/15		
APPROVED BY	DATE		
SJF	01/28/15		

SHEET #	OF
11	16

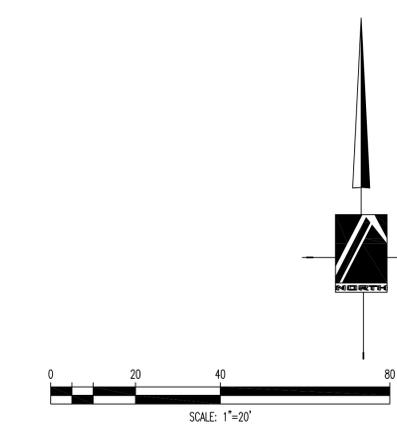
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PLAN & PROFILE SUNSHINE COURT STA 4+00 TO 7+00

SEE SHEET 2 FOR
STREET CROSS SECTION

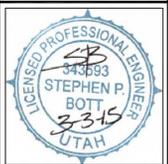


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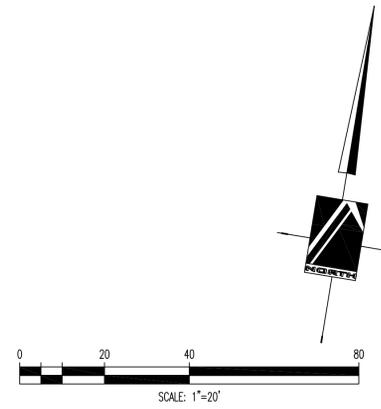
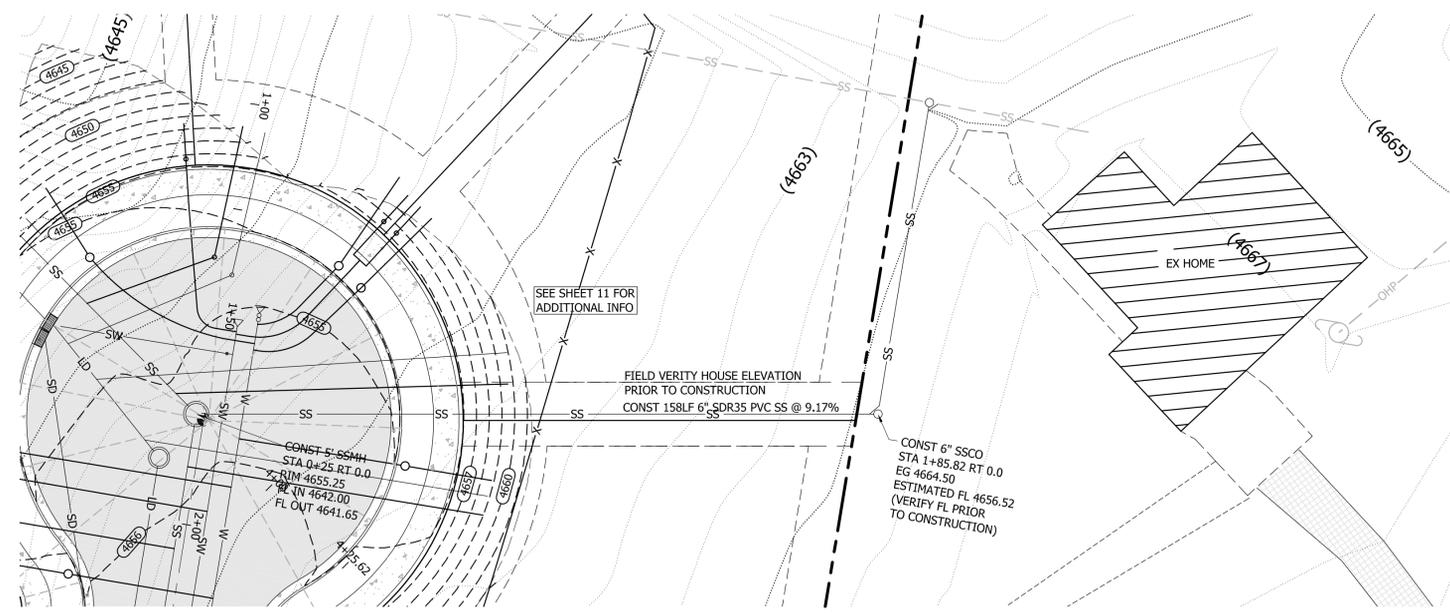
SUNRISE RIDGE
PLAN & PROFILE SUNSHINE COURT
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



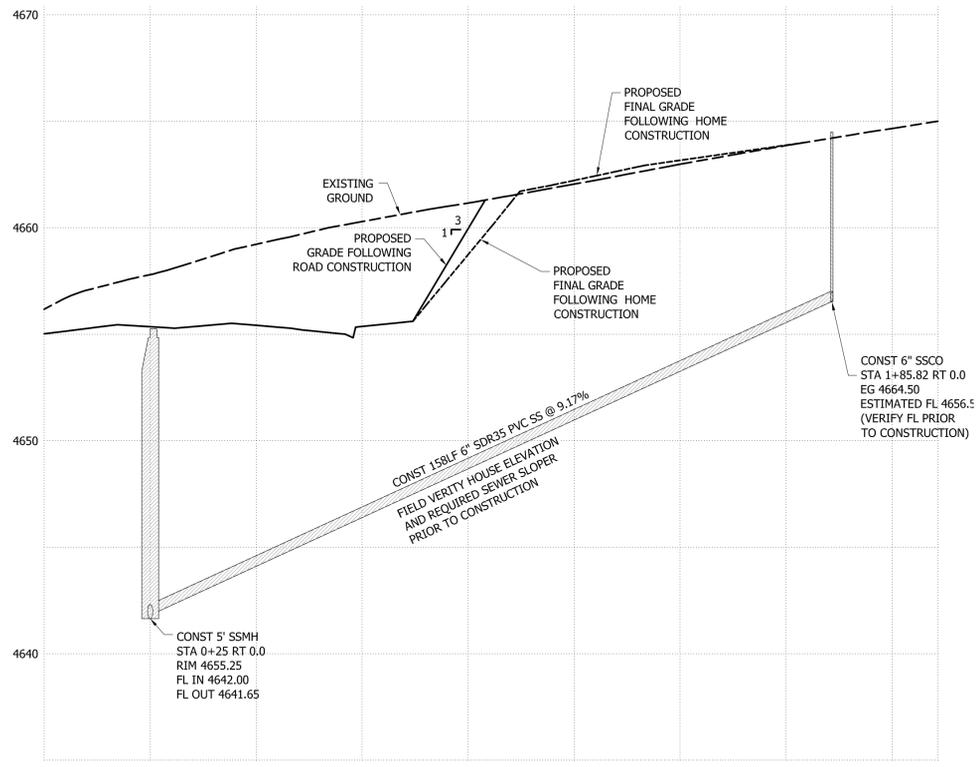
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12	05/20/05			
OF	03/03/15			
16	03/03/15			
	01/28/15			

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NEIGHBORS SEWER REPLACEMENT LINE PLAN & PROFILE

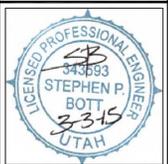


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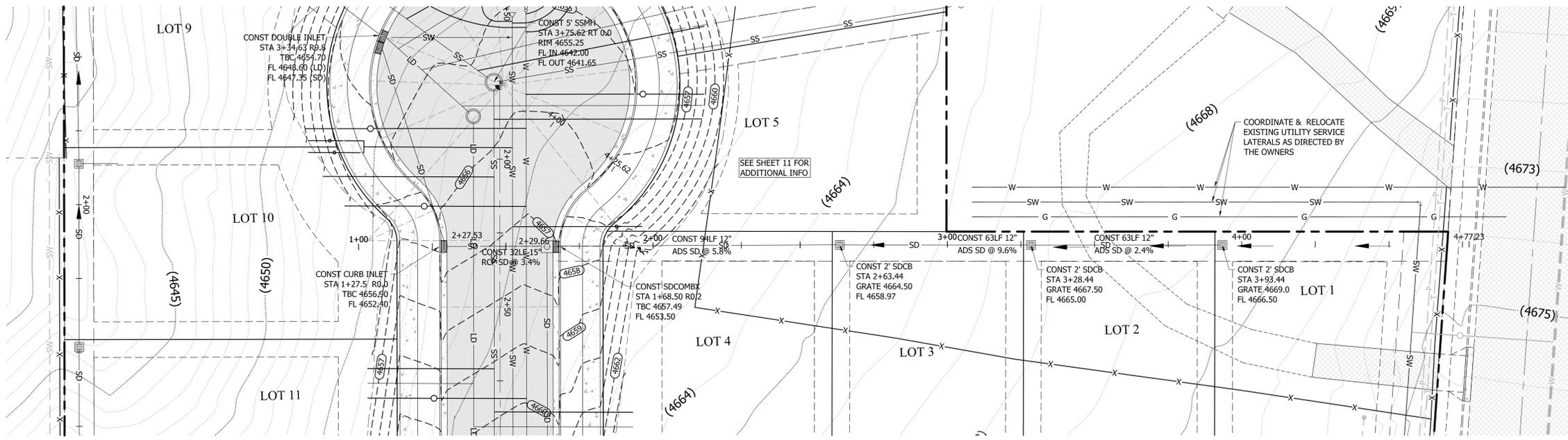
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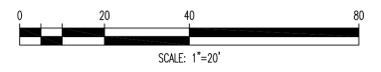
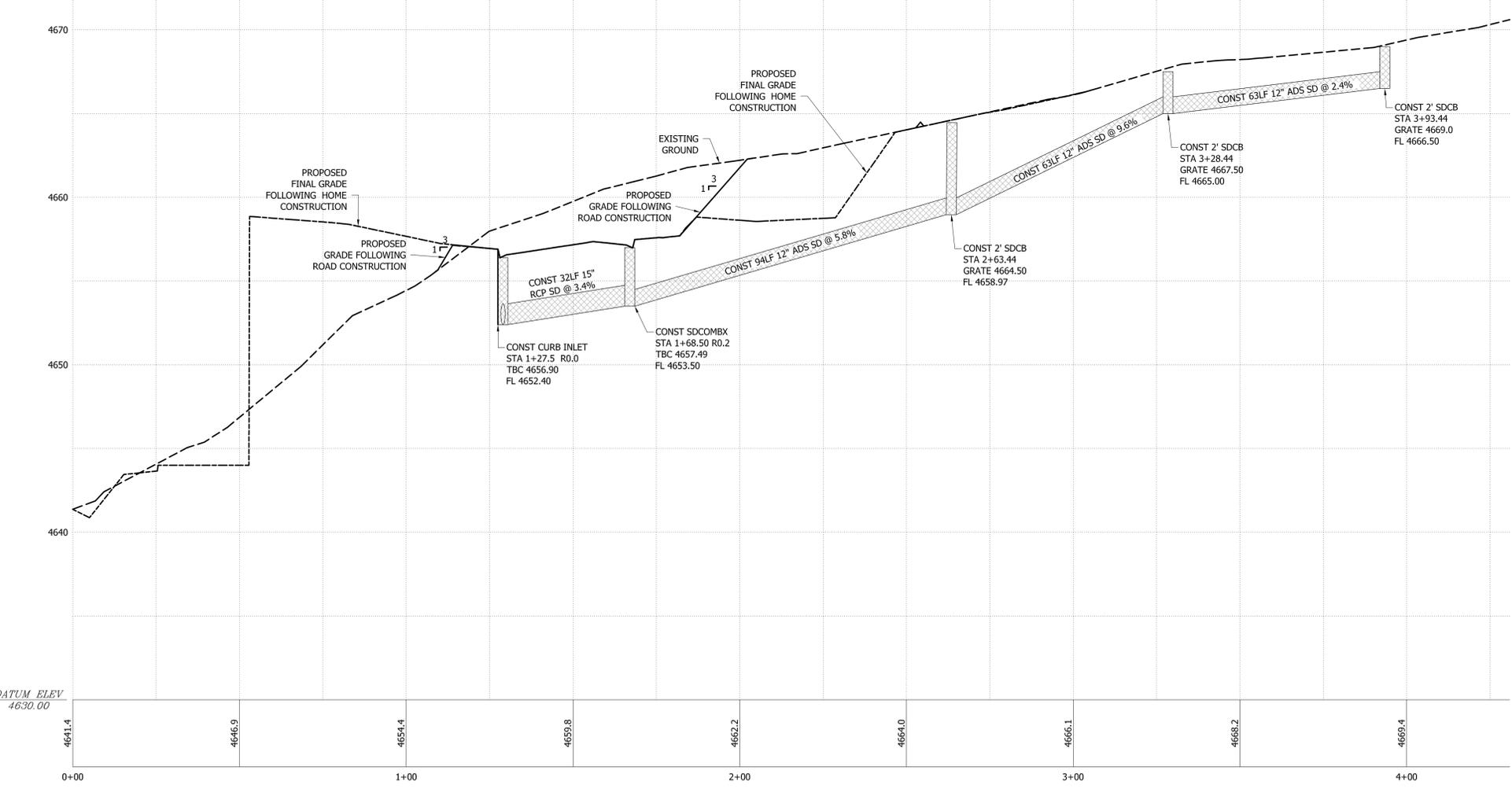
SUNRISE RIDGE
PLAN & PROFILE NEIGHBORS SEWER REPLACEMENT
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



SHEET #	DATE	BY	REVISION	DATE	BY	DATE	BY	DATE	BY
13 OF 16	05/20/05								
	03/03/15								
	03/03/15								
	01/28/15								



EAST - WEST REAR LOT DRAIN LINE PLAN & PROFILE



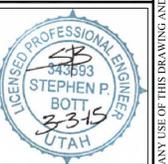
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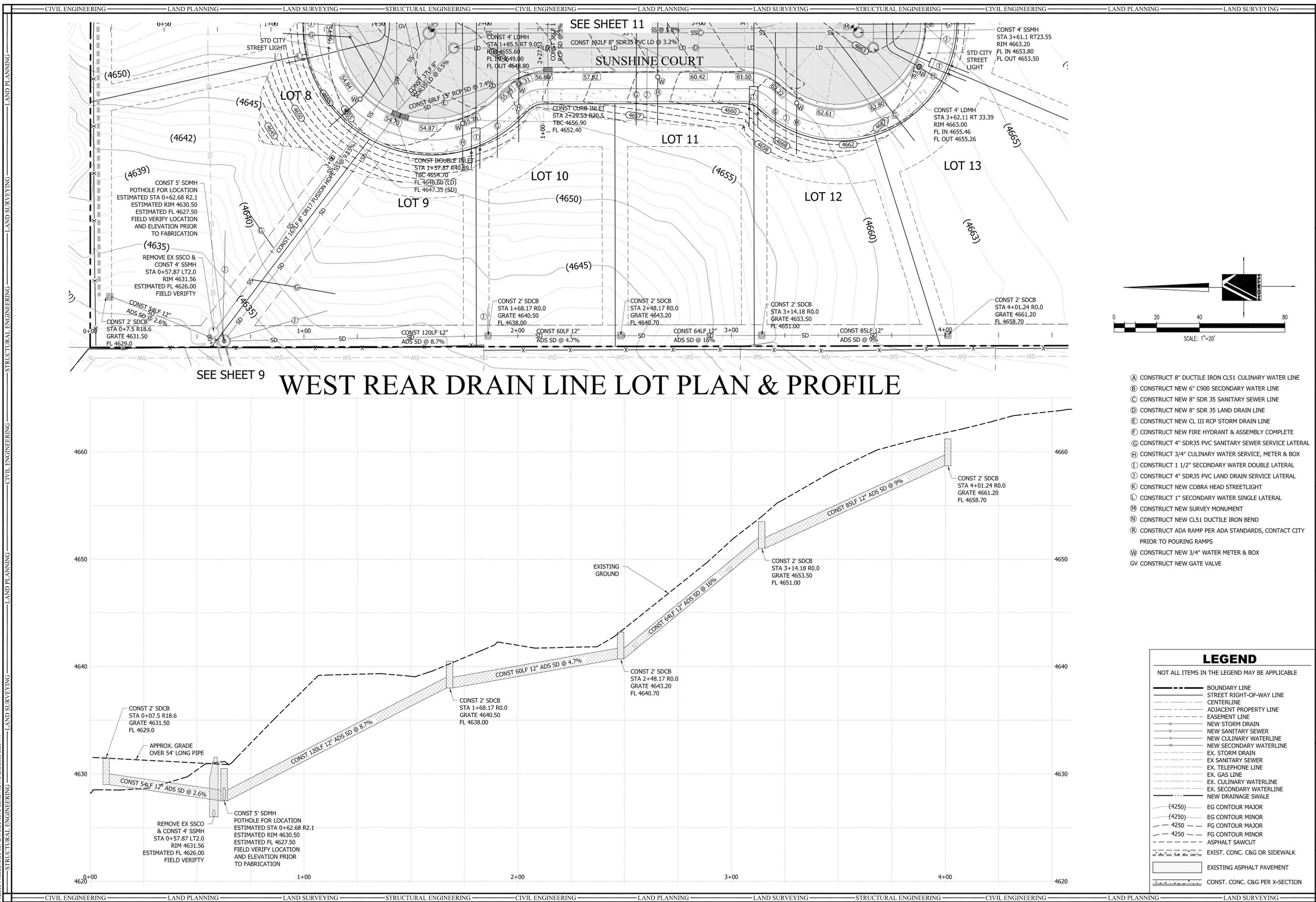
---	BOUNDARY LINE
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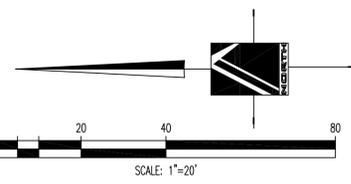
SUNRISE RIDGE
EAST-WEST REAR LOT DRAIN LINE PLAN & PROFILE
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E



DATE	REVISION	DATE	BY
DATE	REVISION	DATE	BY
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SHEET #	14	OF	16
SURVEYED BY	DW/CB	DESIGNED BY	SPB
DATE	05/20/05	DATE	03/03/15
DRAWN BY	SPB	DATE	03/03/15
APPROVED BY	SJF	DATE	01/28/15



WEST REAR DRAIN LINE LOT PLAN & PROFILE



- (A) CONSTRUCT 8" DUCTILE IRON CL51 CULINARY WATER LINE
- (B) CONSTRUCT NEW 6" C900 SECONDARY WATER LINE
- (C) CONSTRUCT NEW 8" SDR 35 SANITARY SEWER LINE
- (D) CONSTRUCT NEW 8" SDR 35 LAND DRAIN LINE
- (E) CONSTRUCT NEW CL III RCP STORM DRAIN LINE
- (F) CONSTRUCT NEW FIRE HYDRANT & ASSEMBLY COMPLETE
- (G) CONSTRUCT 4" SDR35 PVC SANITARY SEWER SERVICE LATERAL
- (H) CONSTRUCT 3/4" CULINARY WATER SERVICE, METER & BOX
- (I) CONSTRUCT 1 1/2" SECONDARY WATER DOUBLE LATERAL
- (J) CONSTRUCT 4" SDR35 PVC LAND DRAIN SERVICE LATERAL
- (K) CONSTRUCT NEW COBRA HEAD STREETLIGHT
- (L) CONSTRUCT 1" SECONDARY WATER SINGLE LATERAL
- (M) CONSTRUCT NEW SURVEY MONUMENT
- (N) CONSTRUCT NEW CL51 DUCTILE IRON BEND
- (O) CONSTRUCT ADA RAMP PER ADA STANDARDS, CONTACT CITY PRIOR TO POURING RAMPS
- (P) CONSTRUCT NEW 3/4" WATER METER & BOX
- (Q) CONSTRUCT NEW GATE VALVE

LEGEND	
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE	
---	BOUNDARY LINE
---	STREET RIGHT-OF-WAY LINE
---	CENTERLINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
---	NEW CULINARY WATERLINE
---	NEW SECONDARY WATERLINE
---	EX. STORM DRAIN
---	EX. SANITARY SEWER
---	EX. TELEPHONE LINE
---	EX. GAS LINE
---	EX. CULINARY WATERLINE
---	EX. SECONDARY WATERLINE
---	NEW DRAINAGE SWALE
---	(4250) EG CONTOUR MAJOR
---	(4250) EG CONTOUR MINOR
---	4250 FG CONTOUR MAJOR
---	4250 FG CONTOUR MINOR
---	ASPHALT SAWCUT
---	EXIST. CONC. C&G OR SIDEWALK
---	EXISTING ASPHALT PAVEMENT
---	CONST. CONC. C&G PER X-SECTION

PINNACLE
Engineering & Land Surveying, Inc.
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SUNRISE RIDGE
WEST REAR LOT DRAIN LINE PLAN & PROFILE
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E

LICENSED PROFESSIONAL ENGINEER
STEPHEN P. BOFF
343893
BOFF
3-3-15
UTAH

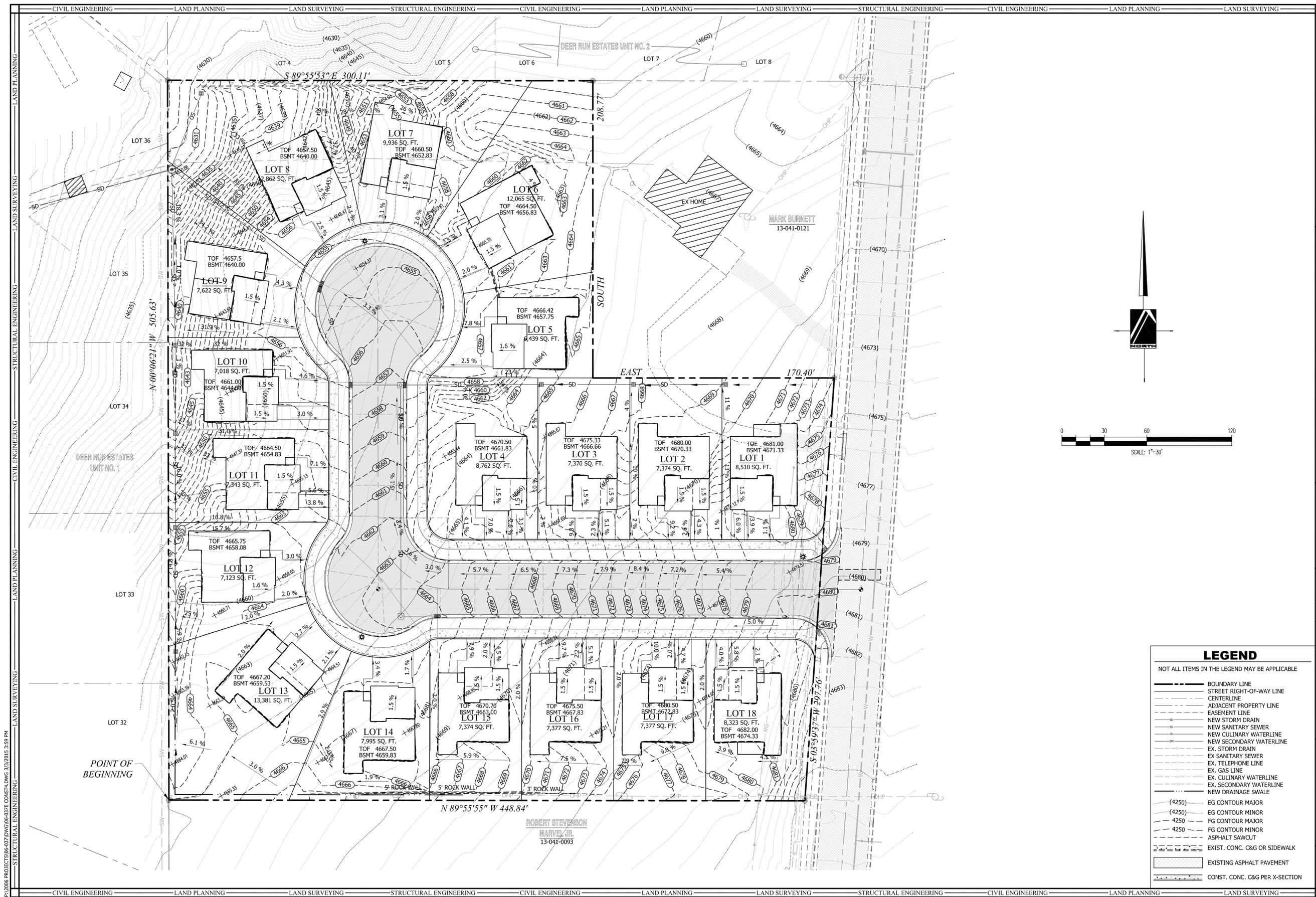
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05/20/05	DW/CB
03/03/15	SPB
03/03/15	SPB
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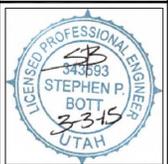
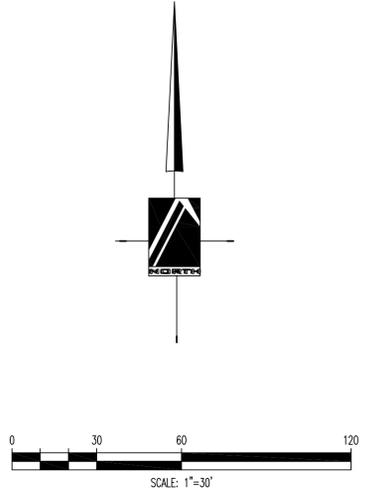
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 STRUCTURAL ENGINEERING LAND PLANNING LAND SURVEYING

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 Engineering & Land Surveying, Inc.
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SUNRISE RIDGE
 FINAL PROPOSED GRADING PLAN
 FOR: BLAIR GARDNER
 2600 EAST 8000 SOUTH
 SOUTH WEBER, UTAH
 PROJECT #06-037E



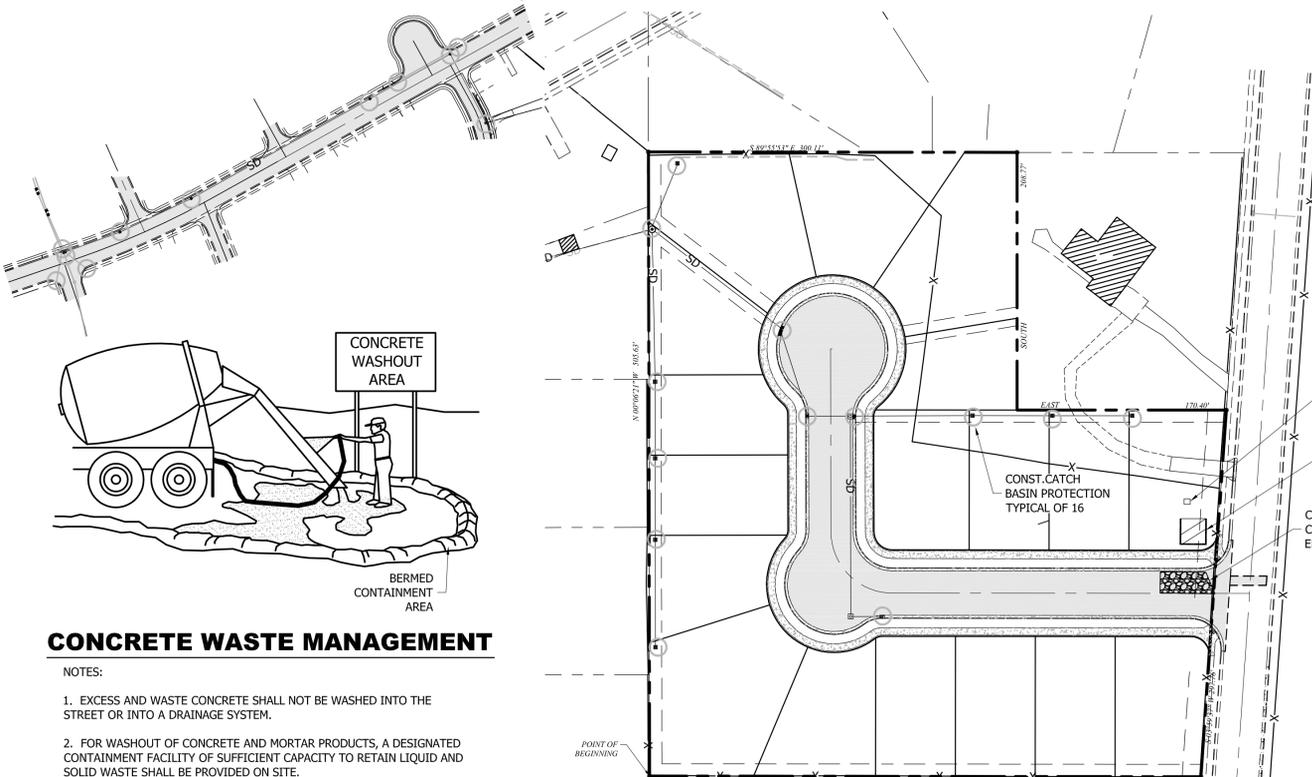
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LEGEND
 NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

---	BOUNDARY LINE
---	STREET RIGHT-OF-WAY LINE
---	CENTERLINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
---	NEW CULINARY WATERLINE
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---	CONST. CONC. C&G PER X-SECTION

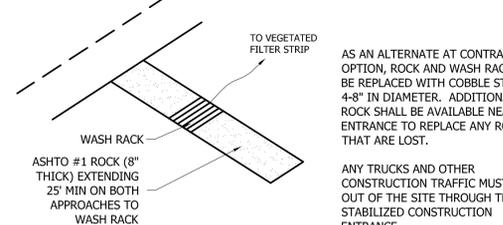
SHEET #	DESIGNED BY	DATE	APPROVED BY	DATE
15	SPB	03/03/15	SPB	03/03/15
16	SJF	01/28/15	SJF	01/28/15

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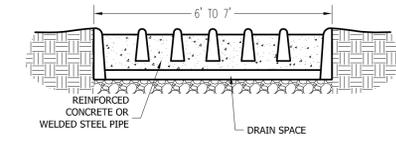
CONCRETE WASTE MANAGEMENT

- NOTES:
1. EXCESS AND WASTE CONCRETE SHALL NOT BE WASHED INTO THE STREET OR INTO A DRAINAGE SYSTEM.
 2. FOR WASHOUT OF CONCRETE AND MORTAR PRODUCTS, A DESIGNATED CONTAINMENT FACILITY OF SUFFICIENT CAPACITY TO RETAIN LIQUID AND SOLID WASTE SHALL BE PROVIDED ON SITE.
 3. SLURRY FROM CONCRETE AND ASPHALT SAW CUTTING SHALL BE VACUUMED OR CONTAINED, DRIED, PICKED UP, AND DISPOSED OF PROPERLY.



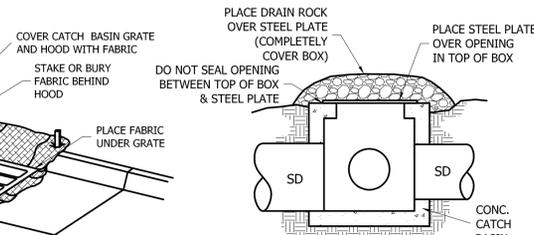
FABRIC UNDER GRATE

MAINTENANCE: LIFT GRATE & CLEAN SEDIMENT OFF OF FABRIC WEEKLY & AFTER A STORM. TAKE CARE WHILE LIFTING GRATE TO PREVENT SEDIMENT FROM FALLING INTO THE CATCH BASIN. DISPOSE OF SEDIMENT AWAY FROM THE STORM DRAIN.



STABILIZED CONSTRUCTION ENTRANCE

REQ'D UNTIL PLACING ROAD BASE

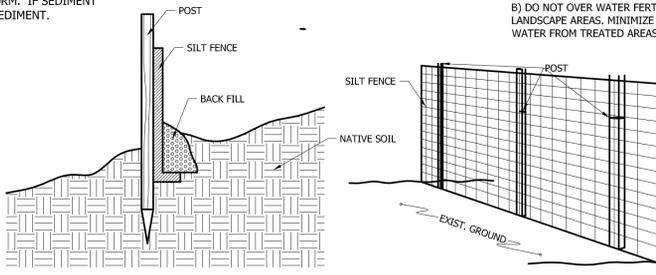


STEEL PLATE & DRAIN ROCK

MAINTENANCE: CHECK THAT DRAIN ROCK COMPLETELY COVERS THE CATCH BASIN WEEKLY & AFTER A STORM. IF SEDIMENT COVERS THE DRAIN ROCK, REMOVE THE SEDIMENT.

CATCH BASIN PROTECTION

- NOTES:
1. PRIOR TO PLACING CURB & GUTTER, OR LANDSCAPING, USE A STEEL PLATE & DRAIN ROCK TO PROTECT THE CATCH BASIN FROM SEDIMENTATION.
 2. AFTER PLACING CURB & GUTTER, OR LANDSCAPING, USE FABRIC UNDER GRATE TO PROTECT THE CATCH BASIN FROM SEDIMENTATION.



SILT FENCE DETAIL

SPECIFIC NOTES

- 1) THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WAS DEVELOPED AT THE REQUEST OF THE SOUTH WEBER CITY ENGINEERING DEPT. FOR THE DEVELOPMENT OF A 4.57 ACRE PARCEL AT APPROXIMATELY 2600 EAST AND 8000 SOUTH IN SOUTH WEBER CITY, DAVIS COUNTY, STATE OF UTAH THIS PLAN IDENTIFIES POTENTIAL SOURCES OF POLLUTANTS OF STORM WATER, PRESENTS POLLUTION CONTROL MEASURES, AND ASSISTS IN INSURING IMPLEMENTATION AND MAINTENANCE OF THE BEST MANAGEMENT PRACTICES (BMP'S) INDICATED HEREIN.
 - 2) A NOTICE OF INTENT HAS BEEN FILED WITH THE STATE OF UTAH WATER RESOURCES CONTROL BOARD BY THE OWNER SO THAT THIS CONSTRUCTION PROJECT MAY BE COVERED UNDER THE STATE GENERAL PERMIT. THE PERMIT IS NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (NO. UTR 620000) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
 - 3) IN THE EVENT OF A CHANGE IN OWNERSHIP, A NEW NOTICE OF INTENT SHALL BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD.
 - 4) IN THE EVENT OF A RELEASE OF A REPORTABLE QUANTITY OF A POLLUTANT, THE CONTRACTOR SHALL ADVISE THE OWNER TO NOTIFY THE NATIONAL RESPONSE CENTER, SOUTH WEBER CITY AND PINNACLE ENGINEERING, INC. IF NECESSARY, THIS POLLUTION PREVENTION PLAN SHOULD BE REVISED TO REFLECT THE CHANGE IN CONDITIONS OF THE CONSTRUCTION ACTIVITY. A REPORTABLE QUANTITY IS ESTABLISHED BY 40 CODE OF FEDERAL REGULATIONS (CFR) 117.3
 - 5) ALL CONTRACTORS AND THEIR PERSONNEL WHOSE WORK CAN CONTRIBUTE TO OR CAUSE POLLUTION OF STORM WATER SHOULD BE MADE FAMILIAR WITH THIS POLLUTION PREVENTION PLAN. ADEQUATE TRAINING FOR IMPLEMENTATION OF THE MEASURES PRESENTED HEREIN SHALL BE PROVIDED TO THE CONTRACTORS AND THEIR PERSONNEL.
 - 6) CHANGES IN CONSTRUCTION OR IN CONDITIONS WHICH ARE NOT COVERED BY THIS PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND PINNACLE ENGINEERING, INC. IF NECESSARY, THIS POLLUTION PREVENTION PLAN WILL BE REVISED TO REFLECT THE CHANGE IN CONSTRUCTION OR IN CONDITIONS.
 - 7) ALL PREVENTION AND CLEAN UP MEASURES SHOULD BE CONDUCTED IN ACCORDANCE WITH SOUTH WEBER CITY ORDINANCES, AS WELL AS STATE AND FEDERAL REGULATIONS. WASTE MATERIALS SHOULD BE DISPOSED OF IN ALL DISCHARGERS OF STORM WATER MUST COMPLY WITH THE LAWFUL REQUIREMENTS OF SOUTH WEBER CITY AND OTHER LOCAL AGENCIES REGARDING THE DISCHARGES OF STORM WATER TO STORM DRAINS.
 - 8) THIS PLAN DOES NOT COVER THE REMOVAL OF HAZARDOUS OR TOXIC WASTE. IN THE EVENT OF A DISCHARGE OR RELEASE OF A REPORTABLE QUANTITY OF TOXIC WASTE, WORK SHOULD BE STOPPED UNTIL THE SPILL CAN BE ASSESSED AND A MITIGATION REPORT PREPARED BY A QUALIFIED ENVIRONMENTAL CONSULTANT, AND IF NECESSARY, REVIEWED BY SOUTH WEBER CITY AND ANY OTHER AGENCY HAVING JURISDICTION.
 - 9) THIS SWPPP SHALL BE MADE AVAILABLE TO THE PUBLIC UNDER SECTION 308(B) OF THE CLEAN WATER ACT. UPON REQUEST BY MEMBERS OF THE PUBLIC, THE DISCHARGER SHALL MAKE AVAILABLE FOR REVIEW A COPY OF THIS SWPPP EITHER TO THE REGIONAL WATER BOARD OR DIRECTLY TO THIS SWPPP MUST BE KEPT ON SITE DURING CONSTRUCTION ACTIVITY AND MADE AVAILABLE UPON REQUEST OF A REPRESENTATIVE OF THE REGIONAL WATER BOARD AND/OR THE LOCAL AGENCY HAVING JURISDICTION.
- A) PROHIBITION ON MOST NON-STORM WATER DISCHARGES
- ONLY STORM WATER FROM THE PROJECT SITE SHALL BE ALLOWED TO FLOW INTO THE ON-SITE STORM DRAIN SYSTEM. CLEAN, NON-CHLORINATED WATER FROM THE FLUSHING OF FIRE HYDRANTS, WATER MAINS, AND STORM DRAINS MAY BE DISCHARGED TO THE STORM DRAIN IF IT IS NOT ALLOWED TO COLLECT DIRT, DEBRIS, AND TRASH WHILE FLOWING TO A STORM DRAIN INLET.
- B) SOURCES OF STORM WATER POLLUTANTS
- STORM WATER POLLUTANTS INCLUDE SOIL SEDIMENT AND NUTRIENTS, OIL, GREASE, TOXIC POLLUTANTS, AND HEAVY METALS. SOURCES OF STORM WATER POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO SOIL EROSION BY WATER AND/OR WIND; CLEARING OF VEGETATION; GRADING; VEHICLE AND EQUIPMENT REFUELING AND MAINTENANCE; WASHING OF CONCRETE TRUCKS, MIXERS AND HANDLING EQUIPMENT; PAINTS, SOLVENTS AND ADHESIVES; AND LANDSCAPING WORK.
- C) EROSION AND SEDIMENT CONTROLS
- 1) COVER EXPOSED STOCKPILES OF SOILS, CONSTRUCTION AND LANDSCAPING MATERIALS WITH HEAVY PLASTIC SHEETING.
 - 2) IN LANDSCAPING AREAS WHERE THE VEGETATION HAS NOT ESTABLISHED GROWTH AND TAKEN HOLD, CONSTRUCT SANDBAR OR DIRT BERMS AROUND THEIR PERIMETER TO INSURE THAT WATER WILL BE CONTAINED INSIDE THE LANDSCAPING AREA AND THAT IT WILL NOT BE CONVEYED TO A STORM DRAIN INLET.
 - 3) RE-VEGETATE AREAS WHERE LANDSCAPING HAS DIED OR NOT TAKEN HOLD.
 - 4) DIVERT STORM WATER RUNOFF AROUND DISTURBED SOILS WITH BERMS OR DIRT SWALES.
- D) OTHER CONTROLS
- 1) WASTE DISPOSAL
 - A) KEEP WASTE DISPOSAL CONTAINERS COVERED.
 - B) PROVIDE FOR THE WEEKLY (OR MORE FREQUENT, IF NECESSARY) DISPOSAL OF WASTE CONTAINERS.
 - C) PROVIDE CONTAINERS AT CONVENIENT LOCATIONS AROUND THE SITE.
 - D) SWEEPING OF SITE
 - A) PROVIDE WEEKLY SWEEPING BY HAND OR MECHANICAL MEANS TO KEEP THE PAVED AREAS OF THE SITE FREE OF DUST, DIRT, AND DEBRIS.
 - B) DISPOSE OF ACCUMULATED DIRT IN WASTE CONTAINERS, OR HAUL IT OFF THE SITE TO A LANDFILL.
 - 3) SANITARY/SEPTIC DISPOSAL
 - PORTABLE TOILETS AND OTHER SANITARY FACILITIES SHALL BE SERVICED WEEKLY AND PUMPED CLEAN BY A WASTE DISPOSAL COMPANY. NO TOXIC OR HAZARDOUS WASTE SHALL BE DISPOSED IN A PORTABLE TOILET OR IN THE ON-SITE SANITARY SEWER.
 - 4) SPILLS
 - A) STORE ADEQUATE ABSORBENT MATERIALS, RAGS, BROOMS, SHOVELS, AND WASTE CONTAINERS ON THE SITE TO CLEAN-UP SPILLS OF MATERIALS SUCH AS FUEL, PAINT, SOLVENTS, OR CLEANERS. CLEAN UP MINOR SPILLS IMMEDIATELY.
 - B) FOR REPORTABLE QUANTITY OF HAZARDOUS OR TOXIC SUBSTANCE, SECURE THE SERVICES OF QUALIFIED PERSONNEL FOR CLEAN-UP AND DISPOSAL.
 - 5) CONTROL OF ALLOWABLE NON-STORM WATER DISCHARGES
 - LANDSCAPING IRRIGATION, EROSION CONTROL MEASURES, PIPE FLUSHING AND TESTING, AND PAVEMENT WASHING ARE ALLOWED IF THEY CANNOT FEASIBLY BE ELIMINATED, COMPLY WITH THIS PLAN, DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF WATER QUALITY STANDARDS, AND ARE NOT REQUIRED TO BE PERMITTED BY THE LOCAL REGIONAL WATER QUALITY CONTROL BOARD.
 - 6) VEHICLES AND EQUIPMENT
 - A) FIX LEAKS OF FUEL, OIL AND OTHER SUBSTANCES IMMEDIATELY.
 - B) PERFORM REFUELING AND SERVICE OF VEHICLES OR EQUIPMENT OFF-SITE WHEN POSSIBLE. IF REFUELING OR SERVICE OF EQUIPMENT IS PERFORMED ON-SITE, THEN PROVIDE AN IMPERVIOUS, CONTAINED AREA WHERE ANY SPILLS CAN BE CONTAINED WITHOUT FLOWING TO A STORM WATER INLET OR INTO THE GROUND.
 - C) USE DRIP PANS TO CATCH LEAKS AND SMALL SPILLS.
 - 7) CONCRETE TRUCKS, MIXERS AND HANDLING EQUIPMENT
 - DO NOT DISPOSE OF WASHOUT FROM THE WASHING OF CONCRETE TRUCKS, MIXERS, AND HANDLING EQUIPMENT WHERE IT WILL FLOW INTO A STORM WATER INLET OR INTO A PUBLIC STREET.
 - B) PROVIDE A HOLDING TANK TO RECEIVE ANY WASHOUT FROM CONCRETE EQUIPMENT. DISPOSAL OF TANK CONTENTS SHOULD BE CONDUCTED BY A WASTE HANDLING FIRM.
 - C) PROVIDE A DESIGNATED AREA FOR WASHING ANY VEHICLES OR EQUIPMENT. DRAINAGE FROM THIS AREA SHOULD FLOW TO THE HOLDING TANK.
 - 8) LANDSCAPING OPERATIONS
 - A) USE ONLY THE MINIMUM AMOUNT OF LANDSCAPING FERTILIZERS, NUTRIENTS, AND OTHER CHEMICALS THAT ARE NEEDED.
 - B) DO NOT OVER WATER FERTILIZED OR TREATED LANDSCAPE AREAS. MINIMIZE RUNOFF OF IRRIGATION WATER FROM TREATED AREAS.

GENERAL NOTES

- 1) REGULAR INTERVAL INSPECTION AND INSPECTION BEFORE AND AFTER STORMS
- A) VISUALLY INSPECT THE SITE WEEKLY TO INSURE THAT THE STORM WATER INLETS ARE FREE OF DIRT AND DEBRIS.
- B) BEFORE A STORM, INSPECT THE SITE TO INSURE THAT STORM WATER POLLUTION CONTROL MEASURES ARE IN PLACE.
- C) AFTER A STORM, INSPECT ALL STORM WATER INLETS TO INSURE THAT THEY ARE CLEAR OF DIRT AND DEBRIS. CLEAN THOSE STORM WATER INLETS THAT ARE NOT CLEAR AND FREE OF DEBRIS.
- D) THE REGIONAL WATER BOARD MAY REQUIRE THE DISCHARGER TO CONDUCT ADDITIONAL SITE INSPECTIONS, SUBMIT REPORTS AND CERTIFICATIONS, OR TO PERFORM SAMPLING AND ANALYSIS.
- 2) ALL DISCHARGERS ARE REQUIRED TO CONDUCT INSPECTIONS OF THE CONSTRUCTION SITE PRIOR TO ANTICIPATED STORM EVENTS AND AFTER ACTUAL STORM EVENTS, TO IDENTIFY WHETHER CONTRIBUTING TO A STORM WATER DISCHARGE, TO EVALUATE WHETHER MEASURES TO REDUCE POLLUTANT LOADINGS IDENTIFIED IN THIS SWPPP ARE ADEQUATE, TO PROPERLY IMPLEMENT IN ACCORDANCE WITH THE TERMS OF THE GENERAL PERMIT, AND TO DETERMINE WHETHER ADDITIONAL CONTROL PRACTICES ARE NEEDED.
- 3) PREPARATION OF REPORTS AND RETENTION OF RECORDS
- A) EACH DISCHARGER MUST CERTIFY ANNUALLY THAT ITS CONSTRUCTION ACTIVITY IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE GENERAL PERMIT AND THIS SWPPP. THIS CERTIFICATION MUST BE BASED ON THE SITE INSPECTIONS. THE FIRST CERTIFICATION MUST BE COMPLETED BY JULY 15, 2002, AND EACH JULY 15, THEREAFTER.
- B) THE DISCHARGER IS REQUIRED TO RETAIN RECORDS OF ALL MONITORING INFORMATION, COPIES OF ALL REPORTS REQUIRED BY THIS GENERAL PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT FOR CONSTRUCTION ACTIVITY FOR A PERIOD OF AT LEAST THREE YEARS. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE STATE. WITH THE EXCEPTION OF NONCOMPLIANCE REPORTING, DISCHARGERS ARE NOT REQUIRED TO SUBMIT THE RECORDS EXCEPT UPON SPECIFIC REQUEST BY THE STATE DEQ DIVISION OF WATER QUALITY.
- C) DISCHARGERS WHO CANNOT CERTIFY COMPLIANCE MUST NOTIFY THE STATE DEQ DIVISION OF WATER QUALITY. THIS NOTIFICATION SHALL IDENTIFY THE TYPE OR TYPES OF NONCOMPLIANCE, DESCRIBE THE ACTIONS NECESSARY TO ACHIEVE COMPLIANCE, AND INCLUDE A TIME SCHEDULE, SUBJECT TO THE MODIFICATIONS BY THE STATE DEQ DIVISION OF WATER QUALITY, INDICATING WHEN COMPLIANCE WILL BE ACHIEVED. NONCOMPLIANCE REPORTS MUST BE SUBMITTED WITHIN 30 DAYS OF THE IDENTIFICATION OF THE NONCOMPLIANCE.
- F) MAINTENANCE OF CONTROLS
- 1) MAINTENANCE AND REPAIR ALL CONTROLS AND MEASURES INDICATED ON THIS PLAN SHOULD BE MAINTAINED IN GOOD AND EFFECTIVE CONDITION IF ANY CONTROLS OR MEASURES ARE DAMAGED OR REMOVED, THEY SHOULD BE PROMPTLY REPAIRED OR RESTORED.
- 2) PLAN REVISIONS IF CONSTRUCTION ACTIVITY OR CONDITIONS CHANGE FROM THOSE SHOWN IN THIS PLAN, THEN THIS PLAN SHALL BE REVISED TO REFLECT THE CURRENT CONDITIONS.
- G) FINAL STABILIZATION AND POST-CONSTRUCTION CONTROLS
- 1) AFTER CONSTRUCTION HAS BEEN COMPLETED, THE SITE SHALL BE SWEEPED CLEAN, STORM WATER INLETS (GRATES AND BASINS) SHALL BE STORED, AND ALL WASTE AND LEFTOVER MATERIALS SHALL BE REMOVED FROM THE SITE.
- 2) ALL LANDSCAPING AND PLANTING AREAS SHOULD BE WELL MAINTAINED TO PREVENT EROSION. AVOID OVER WATERING OF LANDSCAPING.
- 3) ALL PAVED AREAS SHOULD BE SWEEPED WEEKLY EITHER BY HAND OR BY MECHANICAL MEANS TO KEEP THE SITE CLEAR OF DIRT, DUST, AND DEBRIS.
- 4) WASTE MATERIALS ON-SITE SHOULD BE STORED IN COVERED CONTAINERS WHICH ARE CLEANED OUT REGULARLY.
- 5) TESTING OF FIRE HYDRANTS ON-SITE SHALL NOT BE CONDUCTED UNTIL THE AREA WHERE THE WATER DISCHARGES HAS BEEN SWEEPED CLEAN OF DIRT AND DEBRIS.
- 6) STORM DRAIN LINES SHOULD BE CHECKED AND CLEANED ANNUALLY TO KEEP THEM CLEAN AND CLEAR OF DEBRIS.
- 7) ALL ON-SITE STORM WATER INLETS SHOULD BE CLEARLY MARKED "STORM WATER ONLY".
- H) COMPLETION OF CONSTRUCTION ACTIVITIES AND NOTICE OF TERMINATION
- WHEN CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED ON THIS SITE, THE OWNER SHALL FILE A LETTER WITH THE STATE DEQ DIVISION OF WATER QUALITY. THIS LETTER SHALL CERTIFY THAT THE CONSTRUCTION ACTIVITY HAS BEEN COMPLETED, THAT ALL ELEMENTS OF THE SWPPP HAVE BEEN IMPLEMENTED, THAT CONSTRUCTION AND EQUIPMENT MAINTENANCE WASTES HAVE BEEN DISPOSED OF PROPERLY, THAT THE SITE IS IN COMPLIANCE WITH ALL LOCAL STORM WATER REQUIREMENTS INCLUDING EROSION/SEDIMENT CONTROL REQUIREMENTS, POLICIES, AND GUIDELINES.

DEFINITIONS

- 1) "BEST MANAGEMENT PRACTICES" ("BMP'S") MEANS SCHEDULES OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES, AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE THE POLLUTION OF WATERS OF THE UNITED STATES. BMP'S ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES, AND PRACTICES TO CONTROL SITE RUNOFF, SPILLAGE OR LEAKS, WASTE DISPOSAL, OR DRAINAGE FROM RAW MATERIAL STORAGE.
- 2) "CLEAN WATER ACT" ("CWA") MEANS THE FEDERAL WATER POLLUTION CONTROL ACT ENACTED BY PUBLIC LAW 92-500 AS AMENDED BY PUBLIC LAWS 95-217, 95-576, 96-483, AND 97-111; 33 USC 1251 ET SEQ.
- 3) "CONSTRUCTION SITE" IS THE LOCATION OF THE CONSTRUCTION ACTIVITY.
- 4) "NON-STORM WATER DISCHARGE" MEANS ANY DISCHARGE TO STORM DRAIN SYSTEMS THAT IS NOT COMPOSED ENTIRELY OF STORM WATER EXCEPT DISCHARGE PURSUANT TO AN APDES PERMIT AND DISCHARGES RESULTING FROM FIRE FIGHTING ACTIVITIES.
- 5) "SIGNIFICANT MATERIALS" INCLUDES, BUT IS NOT LIMITED TO RAW MATERIALS; FUELS; MATERIALS SUCH AS SOLVENTS, DETERGENTS, AND PLASTIC PELLETS; FINISHED MATERIALS SUCH AS METALLIC PRODUCTS; RAW MATERIALS USED IN FOOD PROCESSING OR PRODUCTION HAZARDOUS SUBSTANCES DESIGNATED UNDER SECTION 101.14) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION, AND LIABILITY ACT (CERCLA); ANY CHEMICAL THE FACILITY IS REQUIRED TO REPORT PURSUANT TO SECTION 313 OF TITLE III OF SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (SARA); FERTILIZERS; PESTICIDES; AND WASTE PRODUCTS SUCH AS ASHES, SLAG, AND SLAG THAT HAVE THE POTENTIAL TO BE RELEASED WITH STORM WATER DISCHARGES.
- 6) "SIGNIFICANT QUANTITIES" IS THE VOLUME, CONCENTRATIONS, OR MASS OF A POLLUTANT IN STORM WATER DISCHARGE THAT CAN CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; ADVERSELY IMPACT HUMAN HEALTH OR THE ENVIRONMENT; AND CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY APPLICABLE WATER QUALITY STANDARDS FOR THE RECEIVING WATER.
- 7) "STORM WATER" MEANS STORM WATER RUNOFF, SNOW MELT RUNOFF, SURFACE INFILTRATION AND RUNOFF FROM AGRICULTURAL LAND)
- 8) "POLLUTION" MEANS THE "MAN-MADE OR MAN-INDUCED ALTERATION OF THE CHEMICAL, PHYSICAL, BIOLOGICAL, AND RADIOLOGICAL INTEGRITY OF WATER" (CLEAN WATER ACT SECTION 502(19)). POLLUTION ALSO MEANS "AN ALTERATION OF THE QUALITY OF THE WATERS OF THE STATE BY WASTE TO A DEGREE WHICH UNREASONABLY AFFECTS EITHER... THE WATERS FOR BENEFICIAL USES... OR FACILITIES WHICH SERVE THESE BENEFICIAL USES." (CALIFORNIA WATER CODE SECTION 130500).
- 9) "CONTAMINATION" MEANS "AN IMPAIRMENT OF THE QUALITY OF THE WATERS OF THE STATE BY WASTE TO A DEGREE WHICH CREATES A HAZARD TO THE PUBLIC HEALTH THROUGH POISONING OR THROUGH THE SPREAD OF DISEASE...INCLUDING ANY EQUIVALENT EFFECT RESULTING FROM THE DISPOSAL OF WASTE, WHETHER OR NOT WATERS OF THE STATE ARE AFFECTED."
- 10) "NUISANCE" MEANS "ANYTHING WHICH MEETS ALL OF THE FOLLOWING REQUIREMENTS: (1) IS INJURIOUS TO HEALTH OR IS INDECENT OR OFFENSIVE TO THE SENSES, OR AN OBSTRUCTION TO THE FREE USE OF PROPERTY, SO AS TO INTERFERE WITH THE COMFORTABLE ENJOYMENT OF LIFE AND PROPERTY; (2) AFFECTS AT THE SAME TIME AN ENTIRE COMMUNITY OR NEIGHBORHOOD, OR ANY CONSIDERABLE NUMBER OF PERSONS, ALTHOUGH THE EXTENT OF THE ANNOYANCE OR DAMAGE INFLICTED UPON INDIVIDUALS MAY BE UNEQUAL; (3) OCCURS DURING OR AS A RESULT OF THE TREATMENT OR DISPOSAL OF WASTES."
- 11) "LOCAL AGENCY" MEANS ANY AGENCY THAT IS INVOLVED WITH REVIEW, APPROVAL, OR OVERSIGHT OF THE CONSTRUCTION SITES (a) CONSTRUCTION ACTIVITY, (b) EROSION AND SEDIMENT CONTROLS, (c) STORM WATER DISCHARGE.

RESPONSIBLE PARTY

FUTURE HOMES
1508 SKYLINE DRIVE, SUITE 600
SOUTH OGDEN, UT 84403
TEL: (801) 628-6363

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Engineering & Land Surveying, Inc.
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SUNRISE RIDGE
STORM WATER POLLUTION PREVENTION PLAN
FOR: BLAIR GARDNER
2600 EAST 8000 SOUTH
SOUTH WEBER, UTAH
PROJECT #06-037E

PROFESSIONAL ENGINEER
STEPHEN P. BOIT
3-315
UTAH

DATE	REVISION	DATE	REVISION
05/20/05		03/03/15	
03/03/15		03/03/15	
03/03/15		01/28/15	

