

Garden City Business License Application

PO Box 207 • 69 N. Paradise Parkway • Garden City, Utah 84028
www.gardencityut.us • 435-946-2901 • 435-946-8852 Fax

*Sent
12/19
mike
440*

Business Status: (check all that apply)

New Business
 Additional Location # _____
 Name Change
 Ownership Change
 Location Change
 Transient Vendor
 Concessionaire Vendor

License Fee:

Business License Fee	_____
Transient License Fee	_____
Concessionaire Fee	_____
Additional Location	_____
Other	_____

Beach Vendor License also requires a BCI background check

Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Inspections: Building Insp.:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____
Fire Inspection:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____

Comments:

Zone: Commercial 1 2 3 Residential Beach Devel. Other _____

Business Name: The Burgee Baen

If name change, previous name: Quick 'n Tasty

Location Address: 28 N Bear Lake Blvd

City, State & Zip: Garden City, UT 84028

Business Phone: _____

Cell Phone: (435) 881-2250

Mailing Address: 671 W 150 N

City, State & Zip: Hyrum, UT 84319

E-mail Address: burgeebaenbearlake@gmail.com

Owners Name: Austin Clark

Owners Location: 671 W 150 N

City, State & Zip: Hyrum, UT 84319

Phone: (435) 881-2250

Cell Phone: _____

Kind of Business

<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Restaurant
<input type="checkbox"/> Professional	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other

Briefly Describe Your Business: Fastfood restaurant

Utah State Sales Tax Number: 15349441-004-STC

Ut State Professional License No. _____

Will you be installing a sign?: Yes No

This is an application for a business license; the actual license will be issued only when All inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Austin Clark hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: Austin Clark Date: 12-6-21

Please print your name: Austin Clark

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Business Status: (check all that apply) <input type="checkbox"/> New Business <input type="checkbox"/> Additional Location # _____ <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Ownership Change <input type="checkbox"/> Location Change <input type="checkbox"/> Transient Vendor <input type="checkbox"/> Concessionaire Vendor	License Fee: Business License Fee <u>8100</u> Transient License Fee _____ Concessionaire Fee _____ Additional Location _____ Other _____ Beach Vendor License also requires a BCI background check
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Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Inspections: Building Insp.:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____
Fire Inspection:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____

Comments:

Zone: Commercial 1 2 3 Residential Beach Devel. Other _____

Business Name:	Blue Water Beach Resort
If name change, previous name:	Blue Water Resort
Location Address:	2126 South Bear Lake Blvd
City, State & Zip:	Garden City, UT, 84028
Business Phone:	(844) 946-5252
Cell Phone:	(435) 999-3748 (Community Manager Cell)
Mailing Address:	27777 Franklin Rd. Ste 200
City, State & Zip:	Southfield, MI, 48034
E-mail Address:	Licensing@suncommunities.com
Owners Name:	Sun Bluewater Beach RV LLC
Owners Location:	27777 Franklin Rd. Ste 200
City, State & Zip:	Southfield, MI, 48034
Phone:	(248) 208-2500
Cell Phone:	N/A

Kind of Business

<input type="checkbox"/> Retail	<input checked="" type="checkbox"/> Lodging	<input type="checkbox"/> Restaurant
<input type="checkbox"/> Professional	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other

Briefly Describe Your Business: RV Park / Hotel (Room Rentals)

Utah State Sales Tax Number: _____

Ut State Professional License No. _____

Will you be installing a sign?: Yes No

This is an application for a business license; the actual license will be issued only when **All** inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Sun Bluewater Beach RV LLC hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: April Rollie Date: 11/29/21

Please print your name: April Rollie, Agent

Garden City

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Business Status: New Business
(check all that apply) Additional Location # _____
 Name Change
 Ownership Change
 Location Change
 Transient Vendor
 Concessionaire Vendor

License Fee: Business License Fee 121.00
Transient License Fee _____
Concessionaire Fee _____
Additional Location _____
Other _____
Beach Vendor License also requires a BCI background check

Official Use Only:

Planning Commission: Approved Not Approved Date: _____
Town Council: Approved Not Approved Date: _____
Inspections: Building Insp.: Initial Date: _____ Final Date: _____
Fire Inspection: Initial Date: _____ Final Date: _____

Comments:

Zone: Commercial 1 2 3, Residential Beach Devel. Other _____

Business Name: That Place Outfitters LLC
If name change, previous name: _____
Location Address: 242 South Bear Lake Blvd.
City, State & Zip: Garden City, Utah 84028
Business Phone: 208.922.3512
Cell Phone: 208.922.3512
Mailing Address: P.O. Box 535
City, State & Zip: Gargen City Utah
E-mail Address: SALES@THATPLACEOUTFITTERS.COM

Owners Name: Joe England, Richard England
Owners Location: 2620 south Eagle Drive
City, State & Zip: Garden City, Utah
Phone: 903.922.3512
Cell Phone: 903.922.3512

Kind of Business Retail Lodging Restaurant
 Professional Contractor Other

Briefly Describe Your Business: ~~Sportin Goods, Firearms and Amunition sales as well as noelty items.~~

Utah State Sales Tax Number: 14303414-003-STC

Ut State Professional License No. _____

Will you be installing a sign?: Yes No

This is an application for a business license; the actual license will be issued only when **All** inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Joe Enland hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule. Business License Fees are non-refundable.

Owners Signature: [Signature] Date: 08-30-2021

Please print your name: Joe England

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Official Use Only:

Planning Commission:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Town Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Date: _____	
Inspections: Building Insp.:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____
Fire Inspection:	<input type="checkbox"/> Initial	Date: _____	<input type="checkbox"/> Final	Date: _____

Comments: _____

Zone: Commercial 1 2 3 Residential Beach Devel. Other _____

Business Name:	BL Laundry LLC DBA Bear Lake Laundry
If name change, previous name:	_____
Location Address:	2141 S bear Lake Blvd
City, State & Zip:	Garden City, UT 84028
Business Phone:	435-227-5639
Cell Phone:	_____
Mailing Address:	PO Box 446
City, State & Zip:	Garden City, UT 84028
E-mail Address:	bearlakelaundry@gmail.com
Owners Name:	Joseph Stocking
Owners Location:	649 S Maple Dr
City, State & Zip:	Garden City, UT 84028
Phone:	_____
Cell Phone:	435-227-5639

Kind of Business

<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input type="checkbox"/> Restaurant
<input type="checkbox"/> Professional	<input type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Other

Briefly Describe Your Business: Laundry Service

Utah State Sales Tax Number: N/A

Ut State Professional License No. N/A

Will you be installing a sign?: Yes No

This is an application for a business license; the actual license will be issued only when **All** inspections/Approvals are complete. Issuance of this business license shall in no way relieve the applicant of his/her responsibility of complying with applicable zoning, health, building, or fire regulations.

I, We, Joseph Stocking hereby agree to conduct said business strictly in accordance with the Laws and Ordinances covering such business. I understand that I shall not begin nor cause to begin business at this location without first obtaining a business license and will not continue business without maintaining a valid license, in doing so, I will be subject to a penalty as stipulated by the Garden City Infraction Fee Schedule.

Business License Fees are non-refundable.

Owners Signature: [Signature] Date: 1/1/2022

Please print your name: Joseph Stocking

Application for Project Review Garden City, Utah

This application must be accompanied with the necessary and appropriate materials, as stated on the project checklist, before it will be accepted for processing. The date upon which the project will appear on an agenda is determined by the notification schedule required by the State of Utah. The project will be scheduled for the next meeting for which a legal notice has not yet been prepared, after an application is accepted as complete by the Town Staff.

Type of Application (check all that apply):	Ordinance Reference:
<input type="checkbox"/> Annexation	11A-301
<input type="checkbox"/> Appeal	11B-400
<input type="checkbox"/> Conditional Use Permit	11C-500
<input type="checkbox"/> Condominium/Townhouse	11E-524 or 11E-525
<input type="checkbox"/> Encumbrance	
<input type="checkbox"/> Extension of Time	Subdivision 11E-503/PUD or PRUD
<input type="checkbox"/> Lot Split/Lot Line Adjustment	11F-107-A-2
<input type="checkbox"/> PUD Conceptual	11E-506
<input checked="" type="checkbox"/> PUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> Subdivision	11E-100
<input type="checkbox"/> Vacation of Subdivision	11E-523
<input type="checkbox"/> Variance	11B-308
<input type="checkbox"/> Water Transfer	13A-1300
<input type="checkbox"/> Zone Change	
<input type="checkbox"/> AEG Meeting, (Affected Entity Group):	
<input type="checkbox"/> Other Land Use Permit _____	

Project Name: Blue Vista Hills PUD Current Zone: C-3 Proposed Zone: C-3 w/PUD Overlay

Property Address: 140 S 640 W, Garden City, UT 84412

Parcel # 41-20-000-0056, 41-20-000-0057 & 41-20-000-0066

Contact Person: E. Hal Christensen Phone #: 801-458-9647

E-mail address: ehchristensen@terrexengcon.com

Mailing Address: P.O. Box 13059 Ogden, UT 84412

Applicant (if different): NA Phone #: NA

Mailing Address: NA

Property Owner of Record (if different): HIG REF1 NC1, LLC Phone #: 801-900-6889

Mailing Address: 375 East 800 South, Orem, Utah

Project Start date: May 2022

Completion date: December 2027

Describe the proposed project as it should be presented to the hearing body and in the public notices.

Blue Vista Hills is substantial commercial and residential townhouse and commercial land development project that includes an estimated 280 luxury townhouses, a community recreational and fitness center, a family-oriented hotel, mixed use retail/commercial businesses, development clubhouse, fast-food and specialty restaurants, walking trails, multiple small neighborhood parks, and an open storage area for resident recreation vehicles. The townhouses will be three story buildings with an open roof-top balcony with an average of 2,100 sf of living area. The townhouse residential development will also include a 0.60 acre clubhouse complex with a 6,000 sf clubhouse, swimming pool and pickle-ball courts. The completed townhouses will be marketed as as full-time family residents and extended-stay rental units.


Lot Size in acres or square feet: Varies Number of dwellings or lots: Projected 280 Townhouse Units


Non-residential building size: Varies


I certify that the information contained in this application and supporting materials is correct and accurate.


Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submittal of this application. **Owner of Record MUST sign the application prior to submitting to Garden City.**


Signature of Owner of Record


Signature of Owner of Record


Signature of Owner of Record

dotloop verified
09/02/21 2:39 PM MDT
UWBP-Q5G9-FIUIJELQ

Email Form

Office Use Only
Date Received: _____
Fee: pd
By: _____



Garden City Project Checklist

A complete application packet must be filed with the Garden City Town Clerk at least **fourteen** (14) days prior to the meeting when your project will be considered. Subdivisions, PUD/PRUD, and Condominium projects are required to follow the Subdivision/PUD/PRUD Process, which also requires an AEG pre-meeting before turning in this packet.

INCOMPLETE APPLICATION PACKETS WILL NOT BE ACCEPTED.

PLEASE REFER TO ORDINANCES FOR A LIST OF REQUIRED DOCUMENTS TO BE INCLUDED WITH THE FOLLOWING PROJECT APPLICATIONS:

- Subdivision Plat:** \$3,000 Deposit * 11E
 Preliminary Plat: \$500 per plat + \$10 per lot 11E-400
 Final Plat: \$500 per plat + \$10 per lot 11E-500
 Subdivision packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Condominium Plat:** \$3,000 Deposit * Must follow Subdivision Ordinance, Chapter and/or Planned Unit Development Ordinance, Chapter 11F and:
 Condominium Plat: \$500 per plat + \$10 per lot 11E-524
 Townhouse Plat: \$500 per plat + \$10 per lot 11E-525
 Condominium packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Planned Unit Development or Planned Residential Development (PUD or PRUD):**
 \$3,000 Deposit * 11C-1950, 11F & 11 E
 Preliminary PUD Development Plan: \$1,000 11F-103
 Final Development Plan: \$1,000 11F-107
 PUD/PRUD packets must include A, 15 of B, 4 of C, D, E, & F for each plat
- Readjustment of Lot Lines or Lot Splits:** \$250 11E-506
 Packets must include A, B, C, D, E, & F, Also, a deed for each lot
- Vacation of Subdivision:** \$300 11E-523
 Packets must include A, 15 of B, 4 of C, D, E, & F
- Conditional Use Permit:** \$300
 CUP packets must include A, 9 of B, D, E, & F
- Variance:** \$250 11B-308
 Variance Packets must include A, B, D, E, & F
- Annexation:** \$300 for first acre or less, \$20 per acre for each additional acre (Maximum of \$1,000) 11A-300
 Annexation packets must include A, 15 of B, 4 of C, D, E, & F
- Zone Change:** \$300 for first acre or less, \$20 per acre for each additional acre (Maximum of \$1,000) 11A-302
 Zone Change packets must include A, 15 of B, 4 of C, D, E, & F

- Encumbrance: \$250**
Encumbrance Packets must include A, B, D, E, & F
- Un-Encumbrance: \$250**
Un-Encumbrance Packets must include A, B, D, E, & F
- Appeal: \$250**
Appeal Packets must include A and a letter from the property owner outlining the reason for the appeal.

- Extension of Time:**
Extension of Time Packets must include A, and a letter from the Developer explaining the reason for the extension request.
- Other Land Use Permits: \$50**
Packets must include A, B, D, E, & F
- Water Share Transfer:**
Water Share Transfer Packets must include A

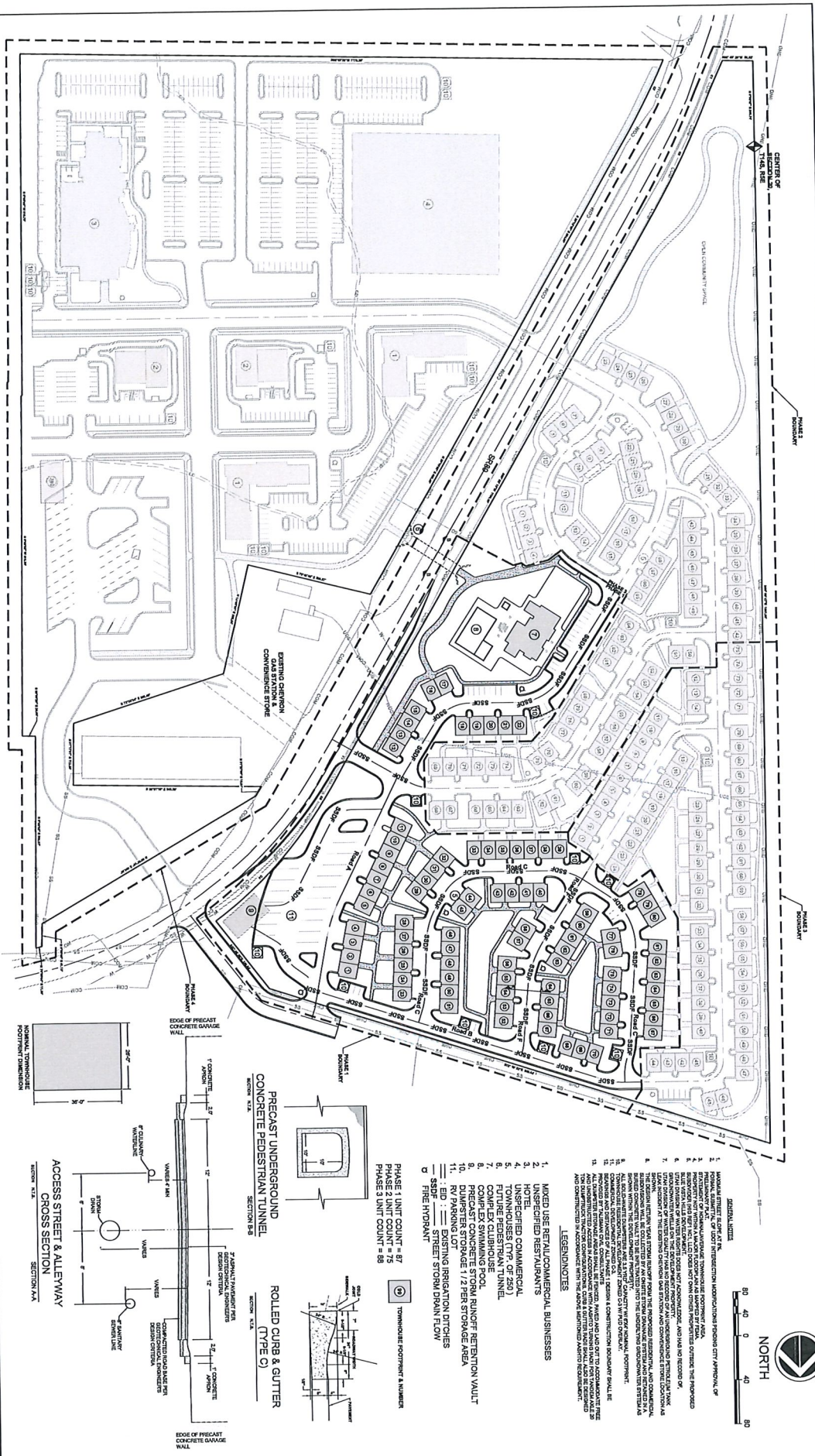
- AEG Meeting, (Affected Entity Group): \$500 Deposit**
Packets must include A, 10 of B

* The \$3,000 deposit is used to cover engineer costs, attorney costs, recording fees, etc. The balance will be refunded to developer.

PACKET DOCUMENTATION REQUIREMENTS

- A. Completed Garden City Application for Project Review@ form.
- B. 11"x14' or 11"x17' plot plan showing lot dimensions and area, and the location, uses dimensions, and set backs of all existing and proposed buildings. Any right-of-ways or easements must be shown if applicable.
- C. A AD@ size (22" x 34") plot plan showing lot dimensions and area, and the location, uses, dimensions, and set backs of all existing and proposed buildings. When appropriate, include the same information for property from which a new lot is being created. Plot at appropriate scale (e.g. 1"=50' or 1"=100')
- D. A legal description and current ownership plat of the property.
- E. A current Title Report or Preliminary Title Report showing ownership. Must match legal description on plat.
- F. An electronic copy of plat.

Please review Garden City ordinances for requirements for each type of project. Garden City ordinances can be found at www.gardencityut.us.



<p>REVIEWED AND APPROVED FOR THE PLAN:</p> <p>OWNER: CITY PLANNING COMMISSION</p> <p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p> <p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p> <p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p>	<p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p>	<p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p>	<p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p>	<p>DATE: 11/03/2021</p> <p>REVIEWED: E. H. CHEN, PE</p> <p>PROJECT NO. 2021-001-001</p> <p>PROJECT NAME: BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT</p> <p>CLIENT: TORREX ENGINEERING & CONSTRUCTION, LLC</p>
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BLUE VISTA HILLS

TOWNHOUSE/COMMERCIAL DEVELOPMENT

PHASE 1 - PRELIMINARY PLAN

PRP-1/1

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: December 21, 2021
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, P.E.
SUBJECT: Blue Vista Hills PUD – Preliminary Plat Phase 1 Review

The Blue Vista Hills PUD Preliminary Plat was received from the Town for engineering review in preparation for the upcoming January Planning Commission meeting. It is our intention to review Phase 1 and provide comments for this phase only. Original comments in previous reviews are found below with new items shown in **bold**. The review items discussed below can be found in more detail in Chapter 11E-400 of the most recent Municipal Code.

Preliminary Plat

Existing Conditions

- ~~Possible wells are shown on the ALTA Survey, confirm future intent with these wells (WR#23-3511).~~ **These are shown on the east side of the highway and will not affect Phase 1.**

Proposed Plan

Overall, the Phase 1 proposed plan will need additional information as stated below that will be incorporated into the preliminary plat and the final plat for Phase 1.

- ~~Provide lot information such as lot numbers and dimensions.~~
- ~~Include additional boundary and tract information for Phase 1, proposed lot lines, easements, lot dimensions, etc.~~
- ~~Provide additional information for the storm drain system including drainage arrows and flow directions of Phase 1.~~ **Provide storage information (volume, piping, etc.) for Phase 1 to stand alone.**
- ~~General notes specify that street grades are less than 8%. Provide specific grades and street information for Phase 1.~~



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

5. Provide a set of construction drawings of Phase 1 for review prior to final plat approval.
6. **Culinary waterlines will require 5' of cover. Update cross section to reflect this.**
7. **Provide additional horizontal curve data related to streets and curb corners.**
Minimum curb corners are to be 24'.

Preliminary Construction Drawings

1. **Sheet PP1 (Road A) seems to have the proposed grade and existing grade notes switched. Update accordingly.**
2. **Construction drawings will need to include all proposed underground utilities.**
3. **Full construction drawings will be required prior to final plat approval.**
4. **Right-of-way (ROW) widths for main roads that are not considered "alley" need to be shown. This would most likely include ingress/egress roads along with Road B. Current ordinance requires these roads be built to Town standards which includes ROW width and section depth.**

We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

1. Provide lot information such as lot numbers and dimensions. The townhouses don't have "lots" they have footprints. We can number individual footprints and provide a standard footprint dimension as provided by the townhouse builder: StrongKor.
2. Include additional boundary and tract information for Phase 1, proposed lot lines, easements, lot dimensions, etc. We'll include a general boundary for Phase 1 that does not include lines with bearings and lengths tied to the overall development boundary. I am not sure what is meant by "tract information." Please clarify. Again, I am not sure what he means by "lot lines" and "dimensions." There are no lots just footprints lines which are already shown on the Preliminary Plat. I am not sure what is meant by "easements." The streets and underground utilities will be owned and maintained by the BVH HOA and will not be deeded to Garden City via some kind of easement, right-of-way or warrantee deed.
3. Provide additional information for the storm drain system including drainage arrows and flow directions of Phase 1. Will provide storm drainage patterns.
4. General notes specify that street grades are less than 8%. Provide specific grades and street information for Phase 1. Will provide a set of plan and profile sheets for proposed street grades (top edge of pavement) with existing property grades.
5. Provide a set of construction drawings of Phase 1 for review prior to final plat approval. I assume this means that we are cleared to start work on the detailed set of construction drawings immediately upon addressing the Preliminary Plat review comments as submitted. I further assume that "approval" means approval of both the Preliminary Plat and the construction drawings together.

PLANNING COMMISSION REVIEWED JAN 05 2012



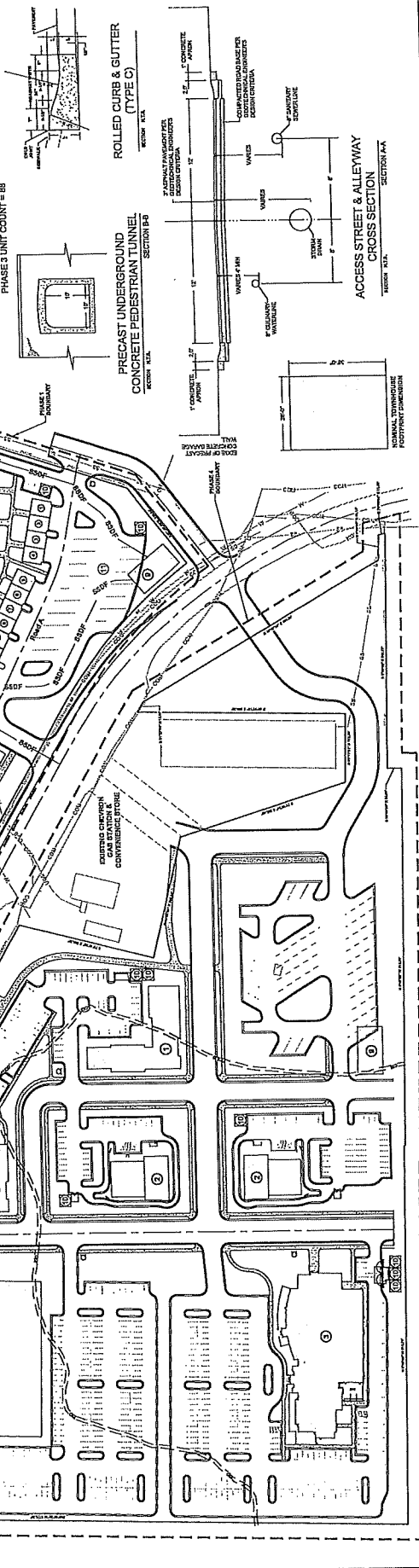
NORTH
0 20 40 60

GENERAL NOTES
 1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.
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 11. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.
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 13. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.
 14. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.
 15. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND STATE AGENCIES.

LEGEND/NOTES

- MIXED USE RETAIL COMMERCIAL BUSINESSES
- HOTEL
- RESTAURANTS
- UNSPECIFIED COMMERCIAL
- TOWNHOUSE
- TOWNHOUSE PEDESTRIAN TUNNEL
- COMPLEX SWIMMING POOL
- DISPATCHER STORAGE 1/2 PER STORAGE AREA
- RV PARKING LOT
- EXISTING IRRIGATION DITCHES
- EXISTING STREET DRAIN FLOOR
- FINE HYDRANT

PHASE 1 UNIT COUNT = 87
 PHASE 2 UNIT COUNT = 75
 PHASE 3 UNIT COUNT = 88



PRELIMINARY PLAT		BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT		PRP-1/1	
DEVELOPER: TERRIX ENGINEERING & CONSTRUCTION, LLC PROJECT NO.: 1100000001 PROJECT ADDRESS: 1100000001 PROJECT LOCATION: 1100000001 PROJECT DATE: 1100000001		TOWNHOUSE/COMMERCIAL DEVELOPMENT DEVELOPER: TERRIX ENGINEERING & CONSTRUCTION, LLC PROJECT NO.: 1100000001 PROJECT ADDRESS: 1100000001 PROJECT LOCATION: 1100000001 PROJECT DATE: 1100000001		DEVELOPER: TERRIX ENGINEERING & CONSTRUCTION, LLC PROJECT NO.: 1100000001 PROJECT ADDRESS: 1100000001 PROJECT LOCATION: 1100000001 PROJECT DATE: 1100000001	
DATE	REVISION	DATE	REVISION	DATE	REVISION
REVIEWED AND APPROVED FOR FINAL PLAT GARDNER CITY PLANNING COMMISSION		SUBMITTED 1100000001		DATE 1100000001	
AUTHORIZED SIGNATURE GARDNER CITY TOWN COUNCIL		SUBMITTED 1100000001		DATE 1100000001	
AUTHORIZED SIGNATURE GARDNER CITY TOWN COUNCIL		SUBMITTED 1100000001		DATE 1100000001	



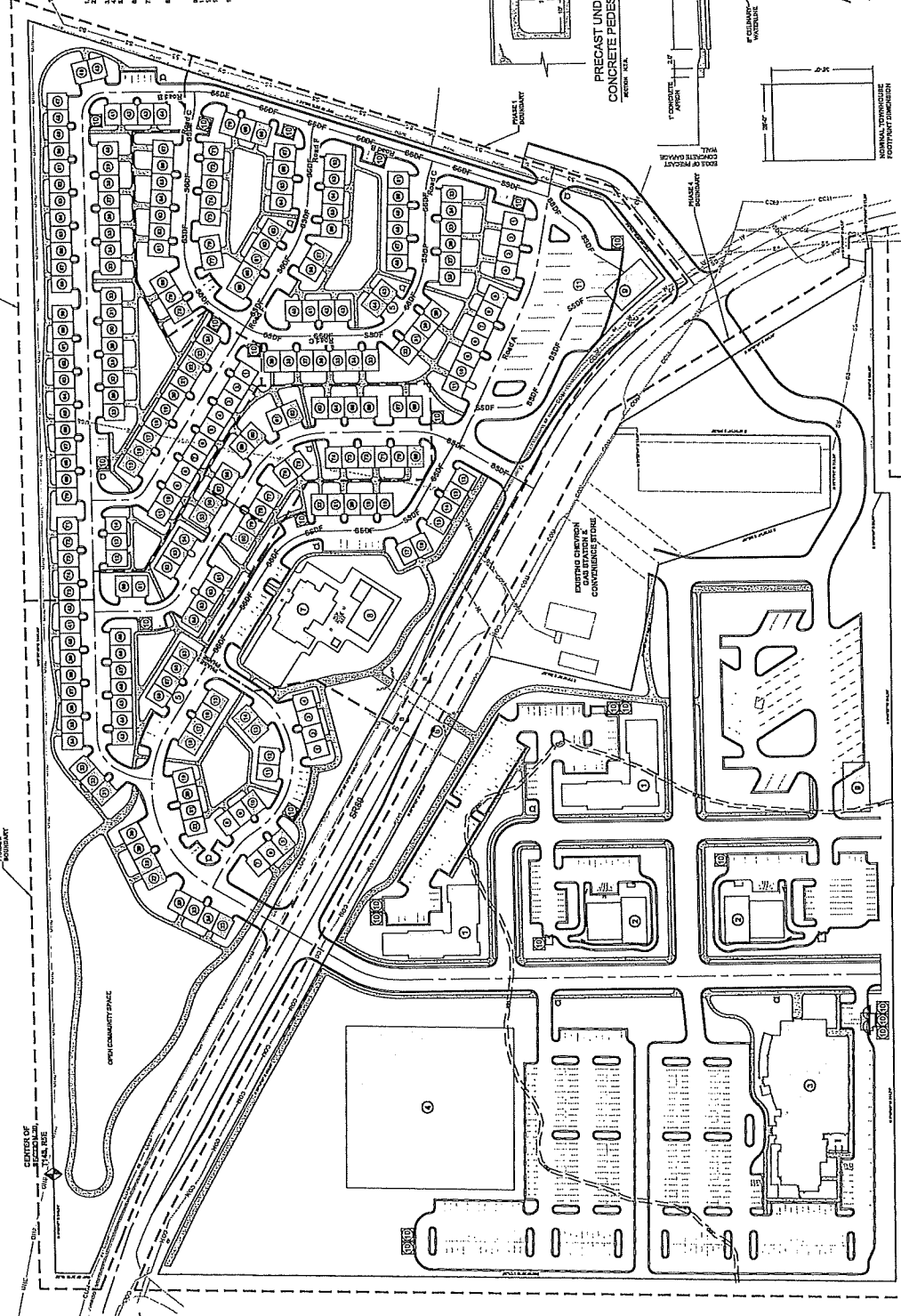
GENERAL NOTES

1. PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF CARSON, UT.
2. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CARSON, UT.
3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REMOVALS OR REPLACEMENTS.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
8. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SIGNAGE AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REMOVALS OR REPLACEMENTS.
9. THE DEVELOPER SHALL MAINTAIN ALL EXISTING LIGHTING AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SECURITY MEASURES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
11. THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
12. THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
13. THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
14. THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.
15. THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS OR REPLACEMENTS.

LEGEND/NOTES

1. MIXED USE RETAIL COMMERCIAL BUSINESSES
2. RESTAURANT
3. HOTEL
4. UNSPECIFIED COMMERCIAL
5. TOWNHOUSE
6. PEDESTRIAN TUNNEL
7. COMPLEX CLUBHOUSE
8. SWIMMING POOL
9. PRECAST CONCRETE
10. STORAGE 1/2 PER STORAGE AREA
11. RV PARKING LOT
12. EXISTING IRRIGATION DITCHES
13. STREET STORM DRAIN T.S. & S.F.
14. FIRE HYDRANT
15. TOWNHOUSE FOOTPRINT & NUMBER

PHASE 1 UNIT COUNT = 87
PHASE 2 UNIT COUNT = 75
PHASE 3 UNIT COUNT = 88



ACCESS STREET & ALLEYWAY CROSS SECTION

SECTION AA

SECTION BB

SECTION CC

SECTION DD

SECTION EE

BLUE VISTA HILLS TOWNHOUSE COMMERCIAL DEVELOPMENT

PRELIMINARY PLAT

PRP-1/1

Torrox Engineering & Construction, LLC
 Public Works | Water & Wastewater | Drainage | Land Development
 P.O. Box 13059 Ogden, UT 84412 (801) 498-9467

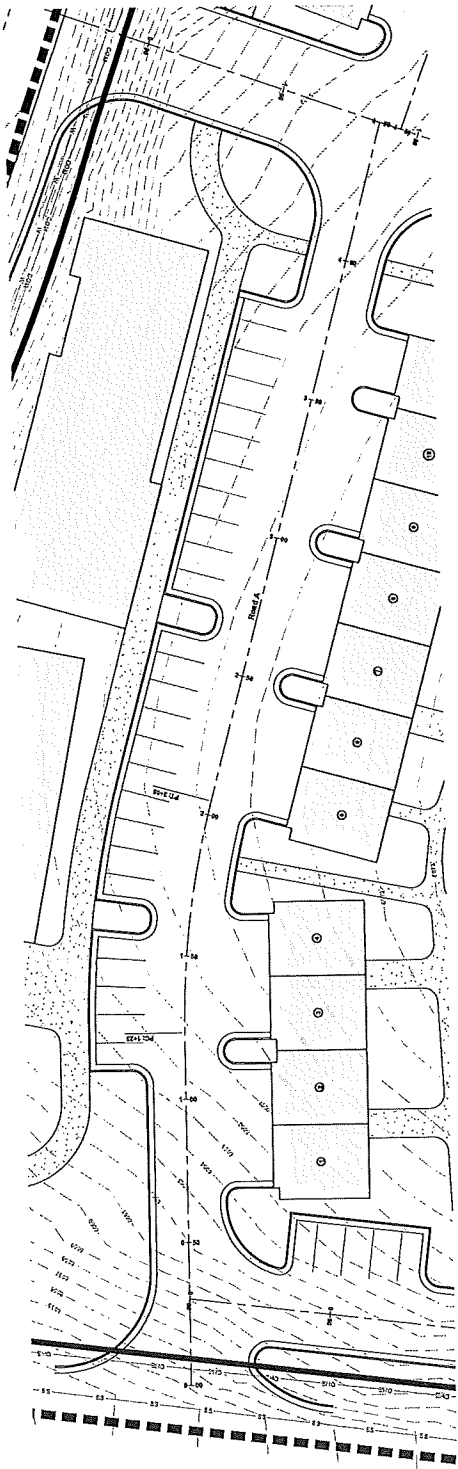
DATE _____ **APPROVED FOR FINAL PLAT** _____
DESIGNED _____ **BY** _____
DATE _____ **APPROVED SIGNATURE** _____
DATE _____ **APPROVED SIGNATURE** _____

DATE _____ **APPROVED SIGNATURE** _____

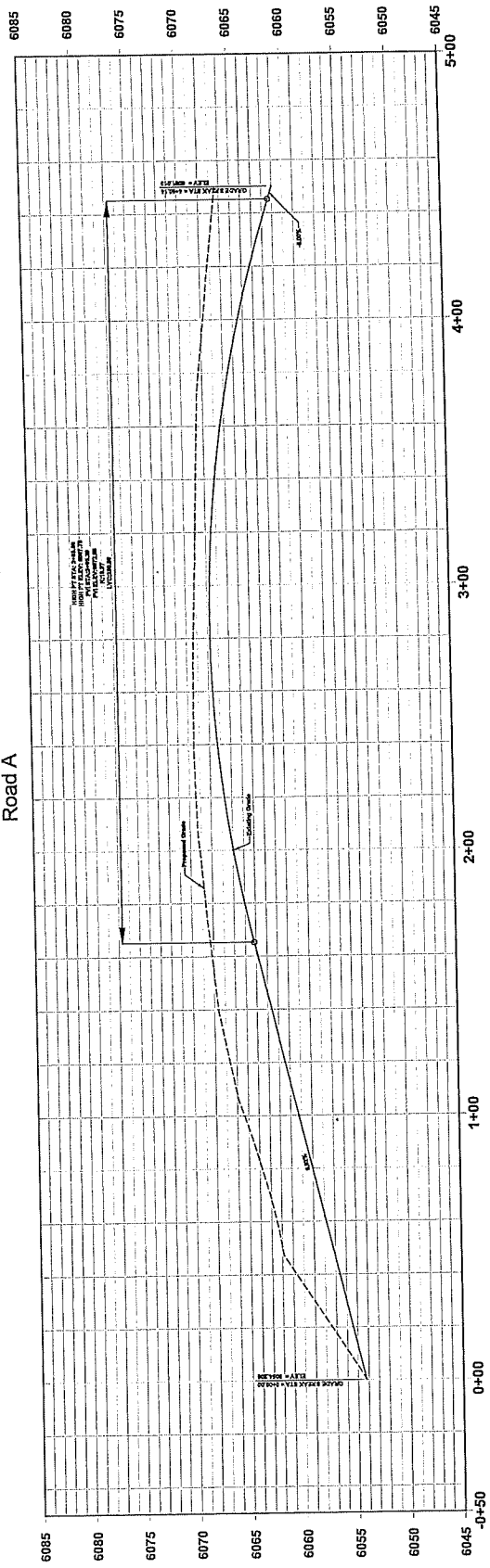
DATE _____ **APPROVED SIGNATURE** _____



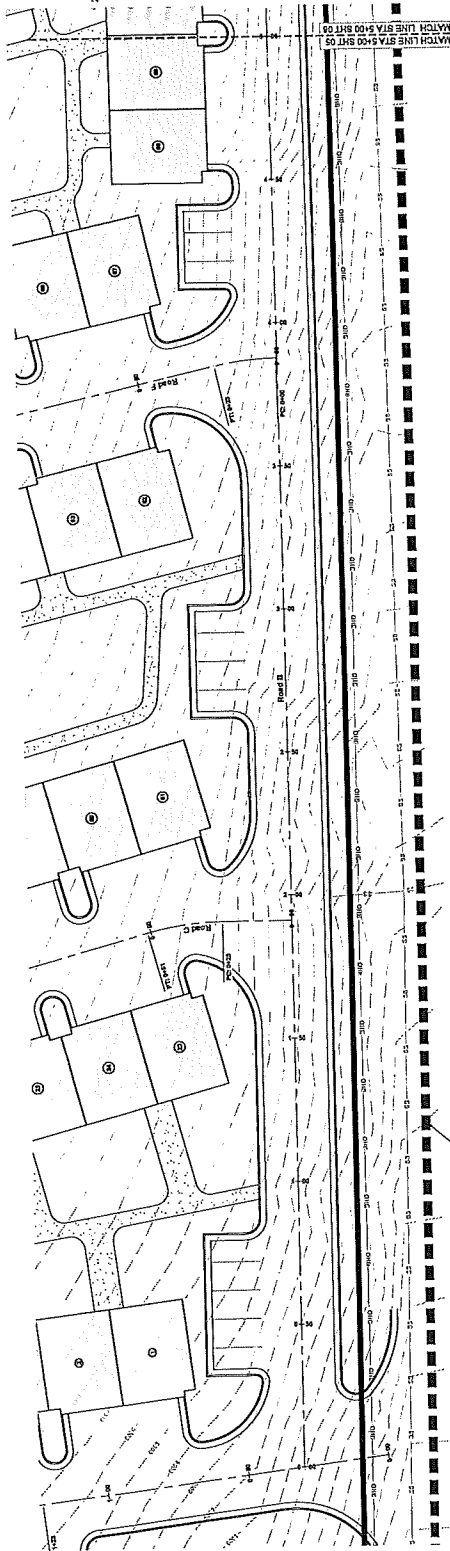
NORTH



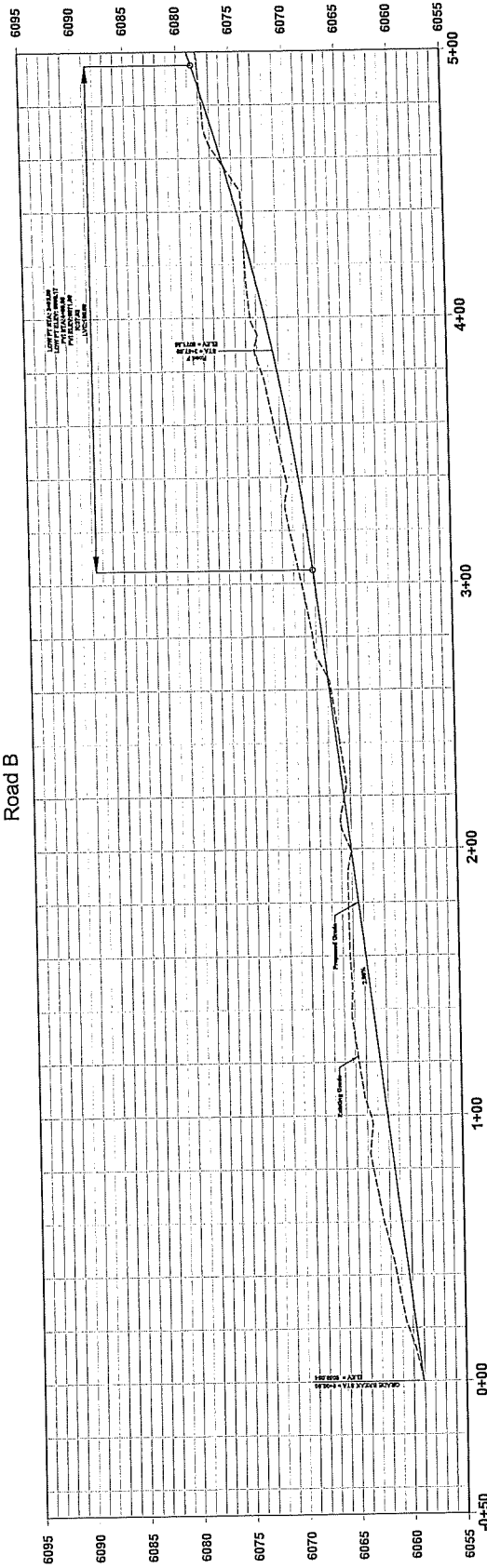
Road A



INCLUDED AND APPROVED FOR FINAL PLAN POST OFFICE CITY MUNICIPAL CODE		DATE 11/02/23	REVIEWED BY E. M. CHANDLER, SEE, P.E.	SUBMITTED BY REPRESENTATIVE OF DEVELOPER/PROFESSIONAL P.M.	ROAD A REVISION SUPPLEMENTAL PLAN AND PROFILE
AUTHORIZED SIGNATURE OFFICIAL CITY FORM CONTROL		DATE	BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT DEVELOPER: BLUE VISTA HILLS, LLC GENERAL MANAGER: JAMES CHAMBERLAIN, 1504 N. 1000 E. CONTRACT MANAGER: E. M. CHANDLER, SEE, P.E. TECHNICAL SUPERVISOR: JAMES CHAMBERLAIN, SEE, P.E.		
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS ENGINEERING & CONSTRUCTION, LLC 1000 N. 1000 E. SUITE 1000 SALT LAKE CITY, UT 84116 (801) 458-9847 PROJECT NO. 23-001-0001 CONTRACT NO. 23-001-0001		
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS ENGINEERING & CONSTRUCTION, LLC 1000 N. 1000 E. SUITE 1000 SALT LAKE CITY, UT 84116 (801) 458-9847 PROJECT NO. 23-001-0001 CONTRACT NO. 23-001-0001		



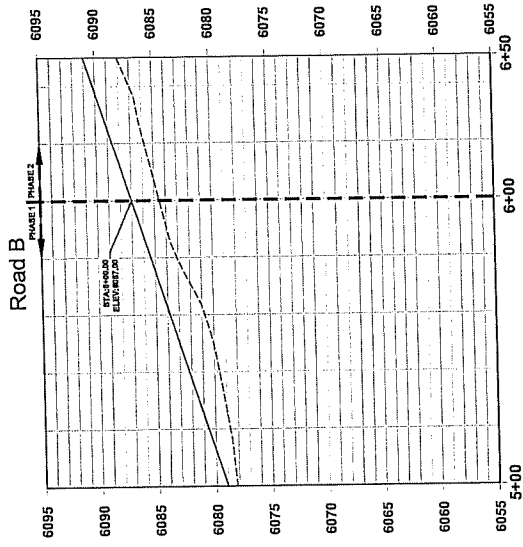
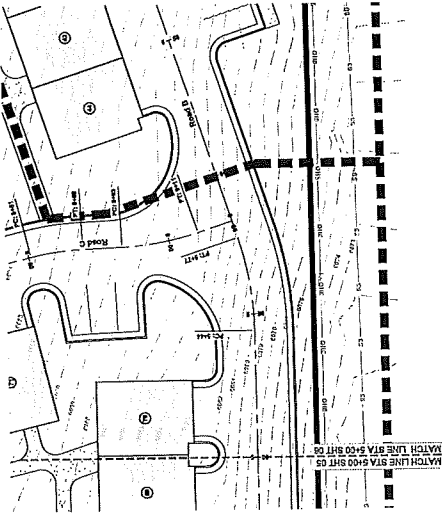
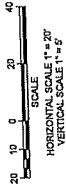
Road B



RECEIVED AND APPROVED FOR FINAL PLAN FOR CANTON CITY MUNICIPAL CODE		DATE: 1/25/2021	RECEIVED: CITY ENGINEER, SEE FILE	SUBMITTAL:
AUTHORIZED SIGNATURE:		DATE:	SUBMITTAL:	
AUTHORIZED SIGNATURE:		DATE:	SUBMITTAL:	
AUTHORIZED SIGNATURE:		DATE:	SUBMITTAL:	
Torrey Engineering & Construction, LLC Public Works Water & Wastewater Drainage Land Development P.O. Box 131859 Ogden, UT 84412 (801) 458-9647				
PROJECT NO. 17-05-00000001 CONTRACT MANAGER: E. Neil Christensen, BE, PE CONTRACT MANAGER: E. Neil Christensen, BE, PE CONTRACT MANAGER: E. Neil Christensen, BE, PE				
BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT				
DEVELOPER: BLUE VISTA HILLS, LLC GENERAL MANAGER: JAMES D. BROWN PROJECT MANAGER: JAMES D. BROWN TECHNICAL SUPERVISOR: JAMES D. BROWN TECHNICAL SUPERVISOR: JAMES D. BROWN				
ROAD B BINARY PLAY SUPPLEMENTAL PLAN AND PROFILE PP-2/9				



NORTH



ROAD B
PROPOSED PRIMARY PLAT
SUPPLEMENTAL PLAN AND PROFILE
PP-319

BLUE VISTA HILLS
TOWNHOUSE/COMMERCIAL DEVELOPMENT
DEVELOPER: BLUE VISTA HILLS, LLC
GENERAL ADDRESS: 2725 S. Blue Vista Drive, Ogden, UT 84407
TECHNICAL REVIEWED BY: [Signature]
TECHNICAL REVIEWED DATE: [Date]



Torrex Engineering & Construction, LLC
Public Works | Water & Wastewater | Drainage | Land Development
P.O. Box 13059 Ogden, UT 84412 (801) 458-9647
PROJECT NO. 19-001-001
PROJECT LOCATION: [Address]
CONTRACT MANAGER: E. Jay Christensen, B.S., P.E.
DATE: [Date]



REVISIONS	DATE	BY	DESCRIPTION

RECEIVED AND APPROVED FOR FINAL PLAT
FOR OGDEN CITY MUNICIPAL CODE

OGDEN CITY PLANNING COMMISSION:

DATE: _____

AUTHORIZED SIGNATURE: _____

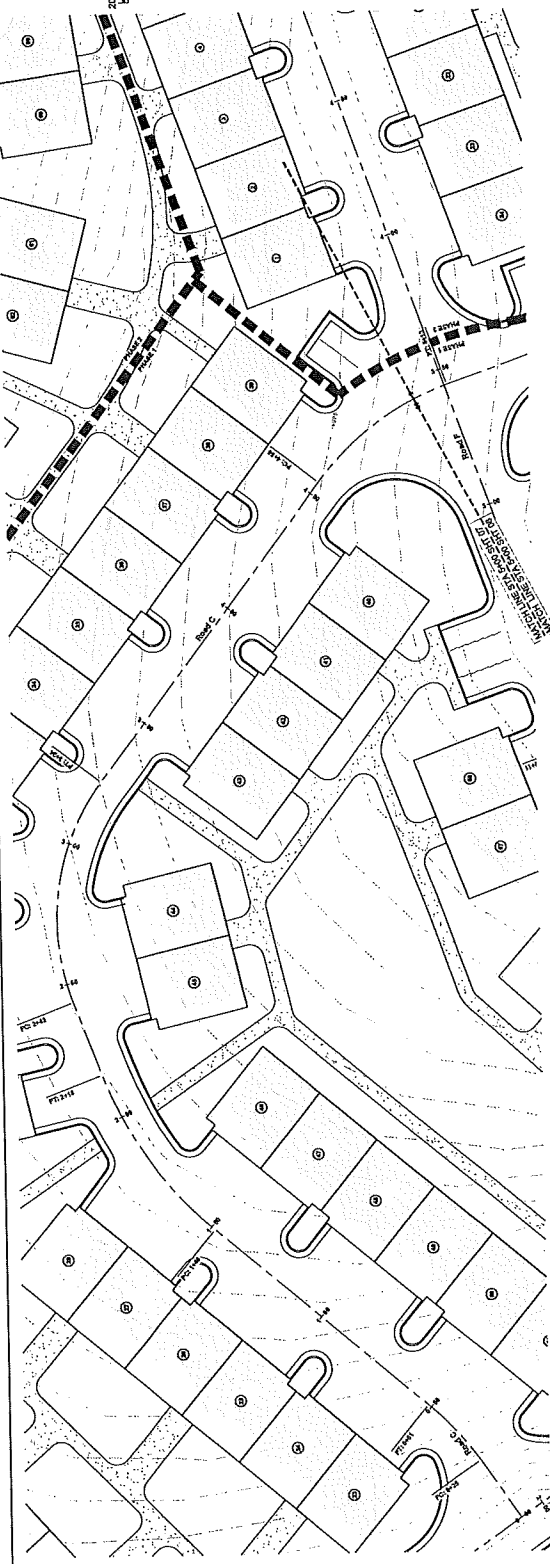
OGDEN CITY TOWN COUNCIL:

AUTHORIZED SIGNATURE: _____

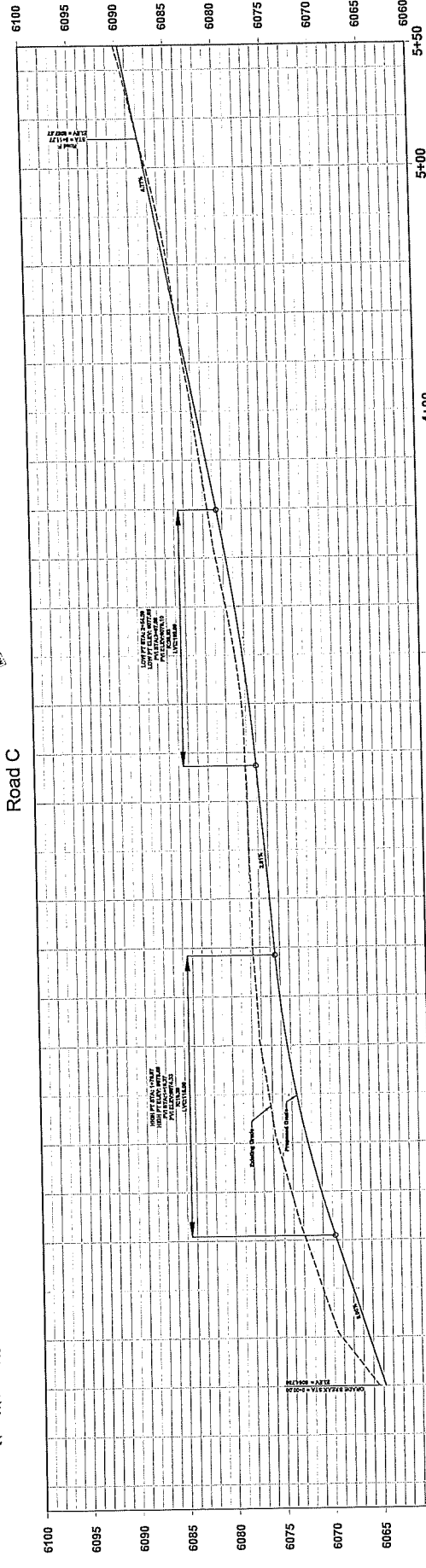
DATE: _____



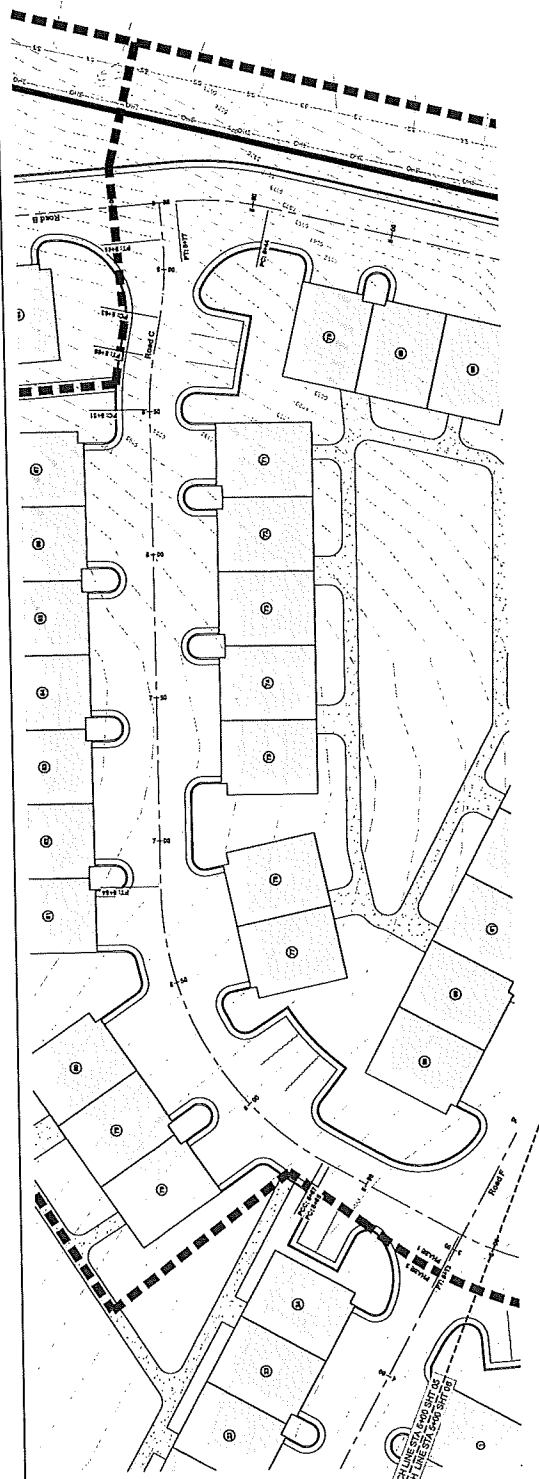
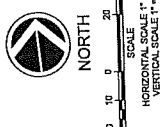
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VERTICAL SCALE 1" = 2'



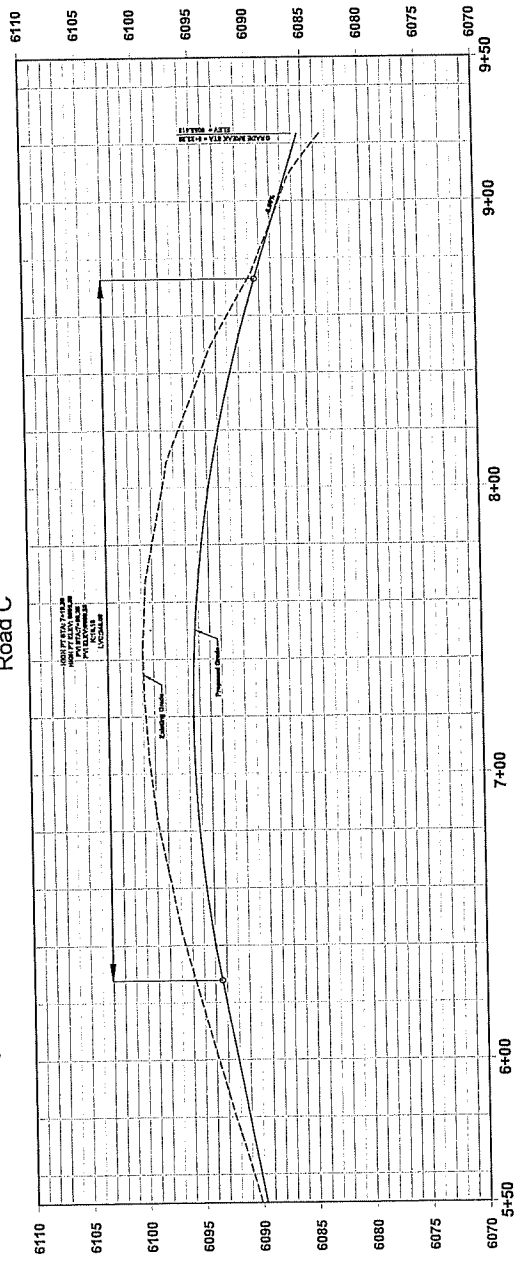
Road C



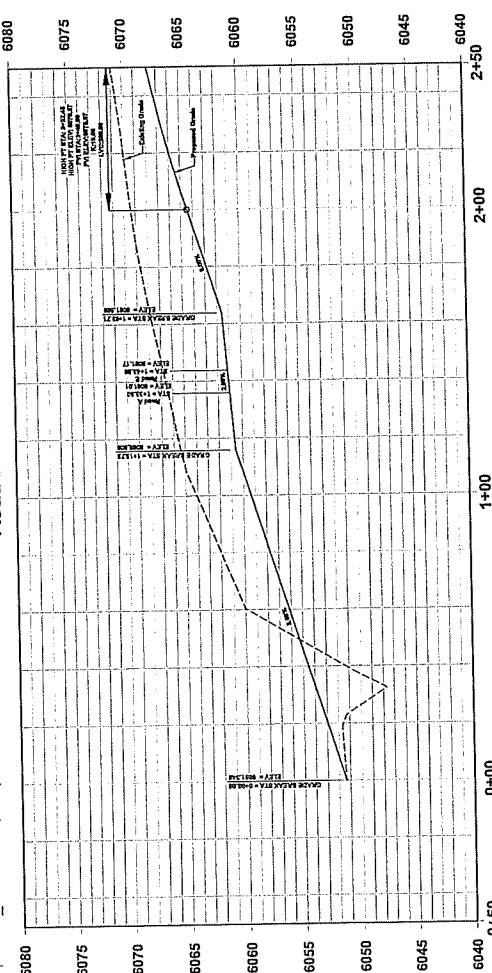
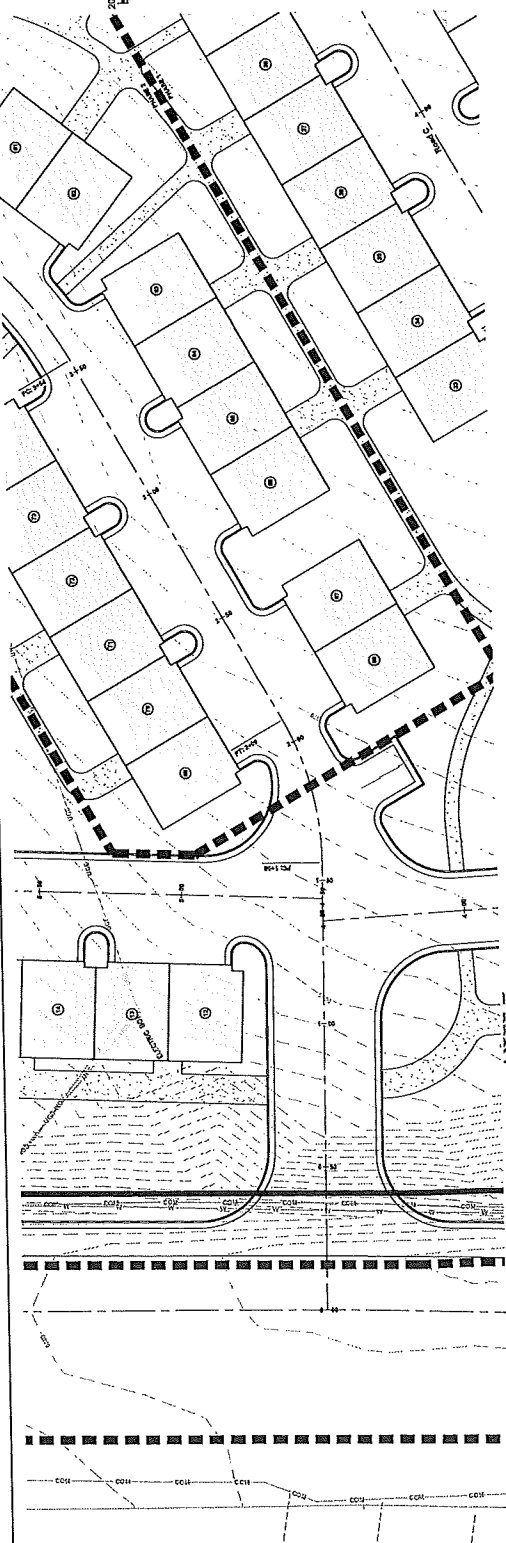
AUTHORIZED AND APPROVED FOR FINAL PLAN PER GARDEA CITY MUNICIPAL CODE		DATE 11/02/2021	REVIEWED E. M. CHAPMAN, S.E. PE	SUBMITTAL Municipal or Parcel Preliminary Plan
AUTHORIZED SIGNATURE GARDEA CITY TOWN COUNCIL		DATE	TOROX ENGINEERING & CONSTRUCTION, LLC Public Works Water & Wastewater Land Development P.O. Box 13089 Ogden, UT 84412 (801) 458-9847	
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS DEVELOPER: BLUE VISTA HILLS, LLC PROJECT ADDRESS: 13089 OGLETON, UT 84412 CONTRACT ADDRESS: 443 ARDEN TECHNICAL: TOWNHOUSE DEVELOPMENT, 2011 EQUIPMENT, L.P.M., U.S.A.	
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT	
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT	
AUTHORIZED SIGNATURE		DATE	BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT	



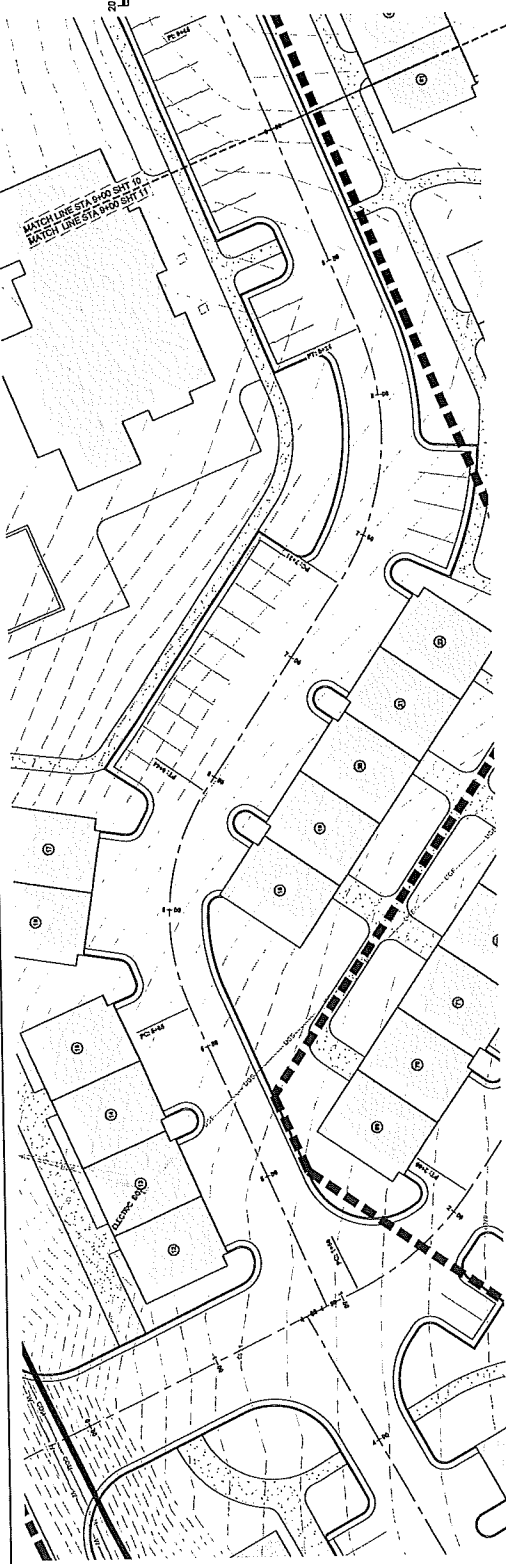
Road C



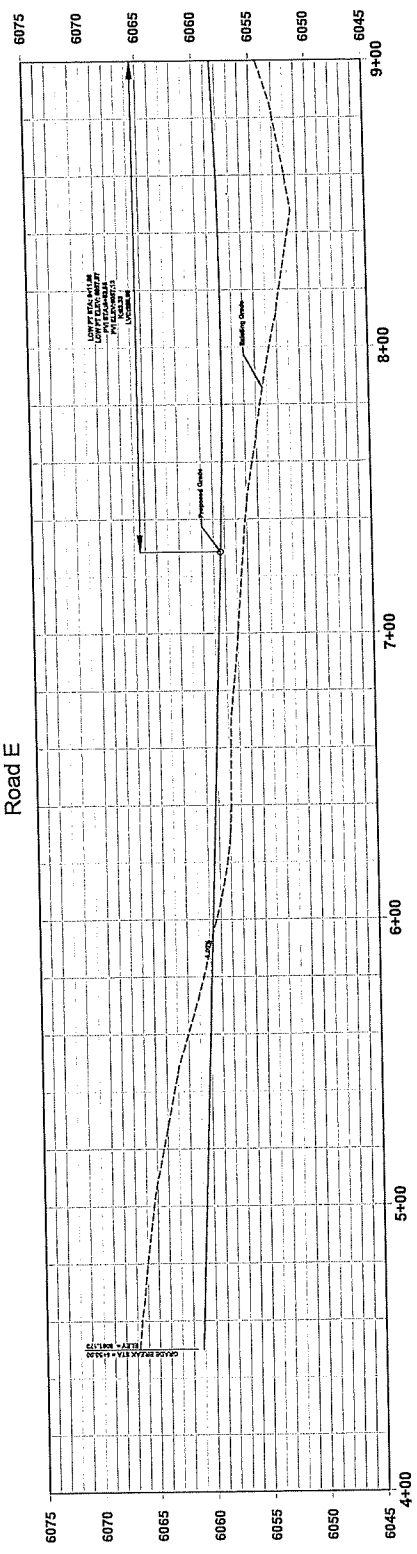
RECEIVED AND APPROVED FOR FINAL PLAN PER GARFIELD CITY MUNICIPAL CODE		DATE 11/02/2021	REVIEWED BY E. H. CHRISTENSEN, SEC. P.E.	SUBMITTED BY M. J. HARRIS, SEC. P.E.
AUTHORIZED SIGNATURE GARFIELD CITY TOWN COUNCIL	DATE	TORRAX ENGINEERING & CONSTRUCTION, LLC PUBLIC WORKS WATER & WASTEWATER DRAINAGE LAND DEVELOPMENT P.O. Box 13009 Ogden, UT 84412 (801) 458-3647 PROJECT MANAGER: AMY BARR, P.E. PROJECT ENGINEER: JAMES BARR, P.E. CONTRACT MANAGER: E. H. CHRISTENSEN, SEC. P.E. 1540 DEERBAY AVENUE SUITE 100 OGDEN, UTAH 84401		
AUTHORIZED SIGNATURE TORRAX ENGINEERING & CONSTRUCTION, LLC		BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT		
DEVELOPER: TORRAX ENGINEERING & CONSTRUCTION, LLC ORIGINAL ADDRESS: 1540 DEERBAY AVENUE SUITE 100 TECHNICAL SUPERVISOR: JAMES BARR, P.E.		ROAD C REVISED PRIMARY PLAN SUPPLEMENTAL PLAN AND PROFILE PP-519		



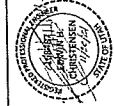
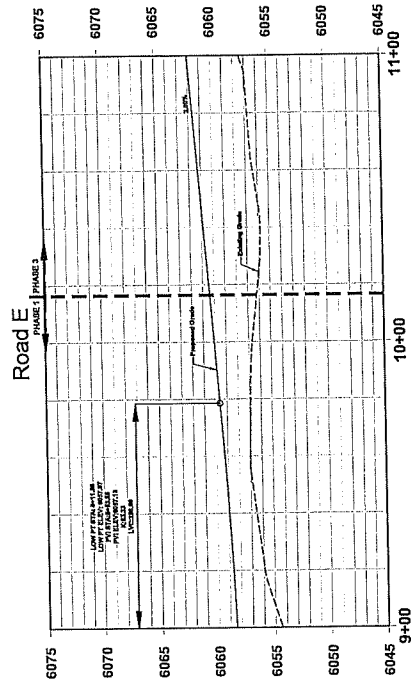
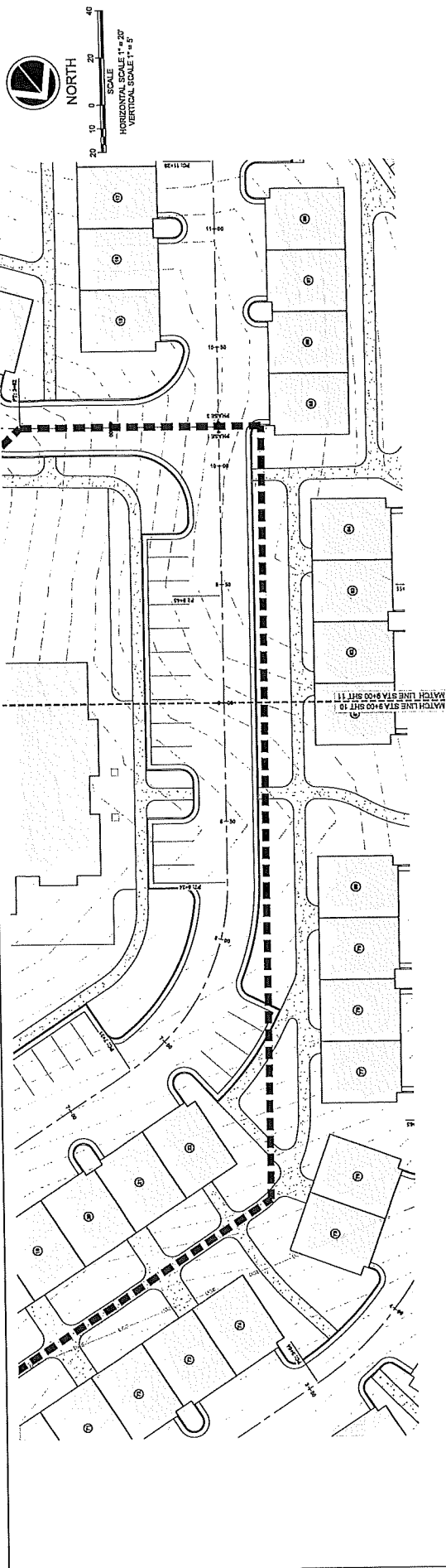
SUBMITTED AND APPROVED FOR FINAL PLAN FOR CANTON CITY MUNICIPAL CODE		DATE: 1/27/2021	REVIEWED BY: C. CHANDLER, SE, P.E. C. CHANDLER, SE, P.E.	SUBMITTED BY:
CANTON CITY PLANNING COMMISSION:		AUTHORIZED SIGNATURE:	DATE:	AUTHORIZED SIGNATURE:
AUTHORIZED SIGNATURE:		DATE:	DATE:	DATE:
TOWNHOUSE/COMMERCIAL DEVELOPMENT		TOWNHOUSE/COMMERCIAL DEVELOPMENT		
ROAD ID:		ROAD ID:		
SUPPLEMENTAL PLAN AND PROFILE		SUPPLEMENTAL PLAN AND PROFILE		
PP-619		PP-619		
DEVELOPER: BLUE VISTA HILLS, LLC ORIGINAL ADDRESS: 173 East 800 South, Ogden, Utah 84401 TECHNICAL SUPPORT: CANTON CITY ENGINEERING, 1000 W. 1000 S.		TOWNHOUSE/COMMERCIAL DEVELOPMENT		
TORRES ENGINEERING & CONSTRUCTION, LLC Public Works Water & Wastewater Land Development P.O. Box 13099 Ogden, UT 84412 (801) 459-9847		PROJECT NO: PP-619-2021 PROJECT ADDRESS: 173 East 800 South, Ogden, Utah 84401 CONTRACT MANAGER: C. M. CHANDLER, SE, P.E. C. M. CHANDLER, SE, P.E.		



Road E



REVIEWED AND APPROVED FOR FINAL PLAN PER GARDEN CITY MUNICIPAL CODE		DATE: _____ AUTHORIZED SIGNATURE: _____ GARDEN CITY TOWN COUNCIL	SUBMITTED: _____ PREPARED BY: _____ PROJECT NO.: _____	RECEIVED: _____ E. JIM CHAPMAN, DE. PE. MUNICIPAL ENGINEER	TORREX ENGINEERING & CONSTRUCTION, LLC PUBLIC WORKS WATER & WASTEWATER DRAINAGE LAND DEVELOPMENT P.O. Box 19089 Ogden, UT 84412 (801) 458-9647 PROJECT NO. 2016-001010101 CONTRACT MANAGER: E. JIM CHAPMAN, DE. PE. CAD DESIGNER: JAMES BROWN, PE.		BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT	ROAD E REVIEWED PER CITY BY PLAN SUPPLEMENTAL PLAN AND PROFILE pp-719
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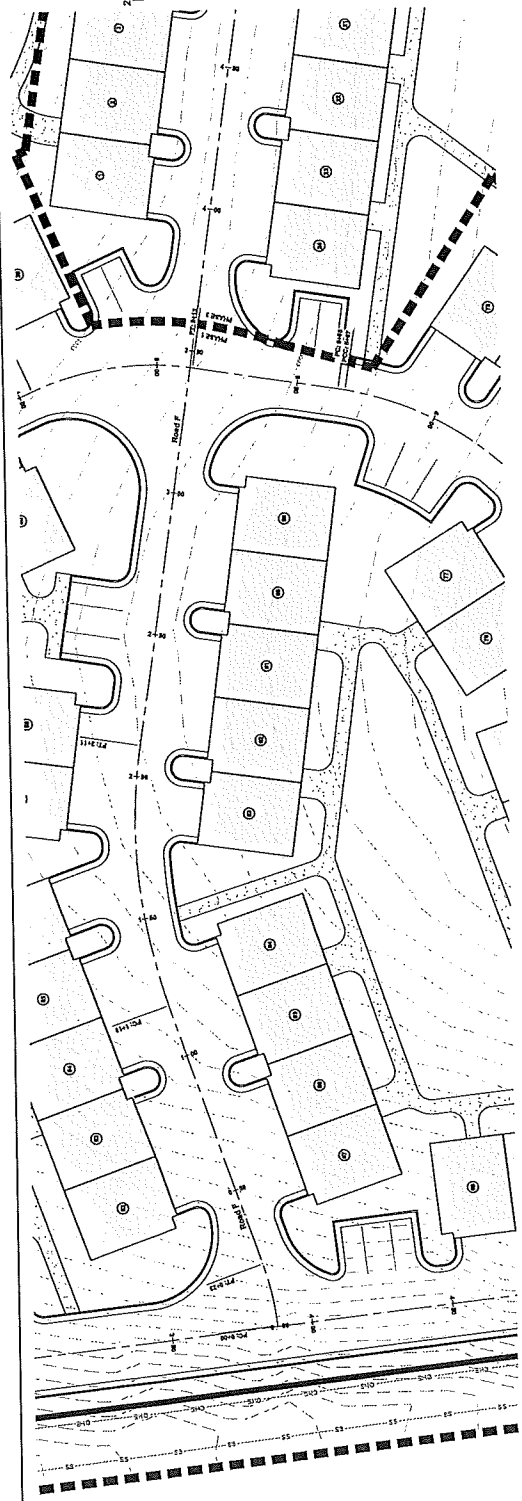
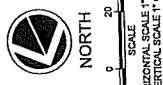
REVIEWED AND APPROVED FOR FINAL PLAN
 PUBLIC WORKS ENGINEER
 GARDEN CITY PLANNING COMMISSION
 DATE: 11/03/2021
 REVIEWED BY: E. McChesney, PE, EITC
 SUBMITTED BY: E. McChesney, PE, EITC
 DATE: 11/03/2021

AUTHORIZED SIGNATURE
 GARDEN CITY TOWN COUNCIL
 AUTHORIZED SIGNATURE
 DATE:

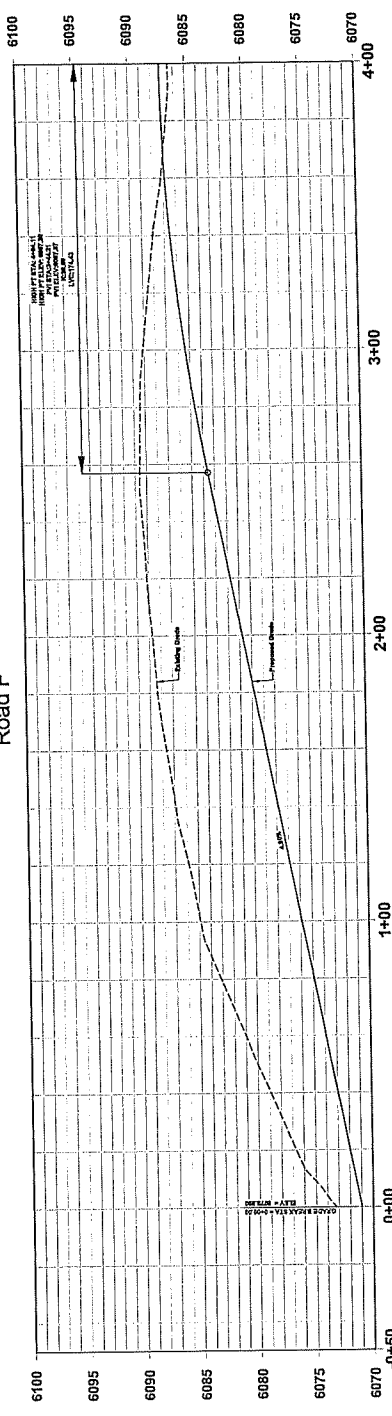
Torrox Engineering & Construction, LLC
 Public Works | Water & Wastewater | Drainage | Land Development
 P.O. Box 13089 Ogden, UT 84412 (801) 459-9847
 PROJECT NO. 2018-001-001
 DESIGN ENGINEER: JAMES D. TORROX, P.E.
 CONTRACT MANAGER: E. McChesney, PE, EITC
 GEOLOGICAL CONSULTANT: JAMES D. TORROX, P.E.
 CLIENT: BLUE VISTA HILLS, LLC
 SURVEYOR: JAMES D. TORROX, P.E.
 GEOGRAPHIC COORDINATE SYSTEM: NAD 83
 UTM ZONE 18N
 DATUM: NAD 83
 ELEVATION UNIT: FEET



BLUE VISTA HILLS
 TOWNHOUSE/COMMERCIAL DEVELOPMENT
 DEVELOPER: BLUE VISTA HILLS, LLC
 1000 W. 1000 N. DR. UNIT 1000
 OGDEN, UT 84407
 TECHNICAL REVIEWER: JAMES D. TORROX, P.E.
 SCALE
 REVISIONS
 SUPPLEMENTAL PLAN AND PROFILE
 PP-819

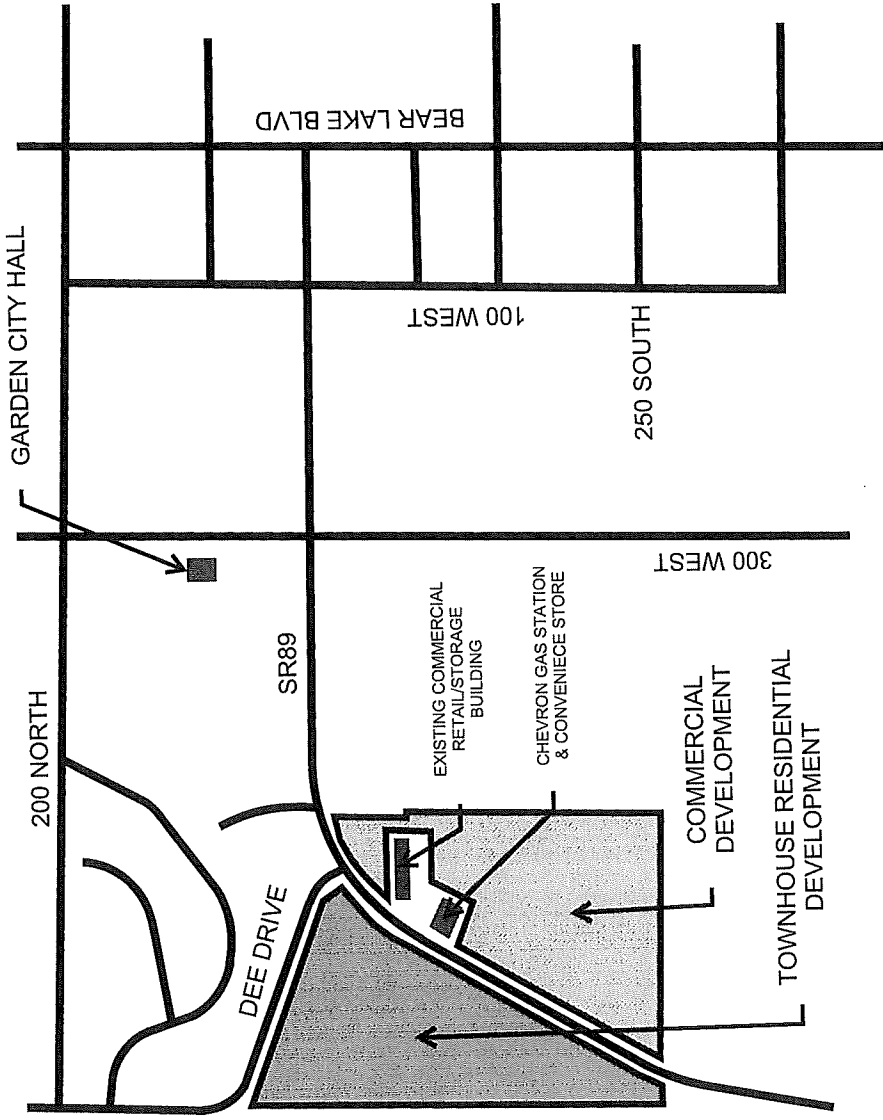
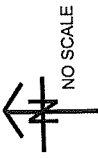


Road F



REVIEWED AND APPROVED FOR FINAL PLAN PER GARDA CITY MUNICIPAL CODE GARDA CITY PLANNING COMMISSION:		DATE: 11/02/2021 REVIEWED: E. M. CHRISTENSEN, SE, PE	SUBMITTAL: Resubmission of Revised Preliminary Plan
AUTHORIZED SIGNATURE: GARDA CITY TOWN COUNCIL:		DATE:	TOROX ENGINEERING & CONSTRUCTION, LLC Public Works Water & Wastewater Drainage Land Development P.O. Box 13089 Ogden, UT 84412 (801) 459-9647 TOROX ENGINEERING & CONSTRUCTION, LLC 1500 S. 1000 W. SUITE 100 OGDEN, UT 84403 CONTRACT MANAGER: E. M. CHRISTENSEN, SE, PE PROJECT MANAGER: J. M. BIRCH, PE DESIGNER: J. M. BIRCH, PE
AUTHORIZED SIGNATURE:		DATE:	BLUE VISTA HILLS TOWNHOUSE/COMMERCIAL DEVELOPMENT DEVELOPER: BLUE VISTA HILLS, LLC ORIGINAL: JEFFREY S. HARRIS, CIVIL ENGINEER TECHNICAL: JEFFREY S. HARRIS, CIVIL ENGINEER JEFFREY S. HARRIS, CIVIL ENGINEER JEFFREY S. HARRIS, CIVIL ENGINEER
ROAD F REVISIONS SUPPLEMENTAL PLAN AND PROFILE PP-919			

BLUE VISTA HILLS LAND DEVELOPMENT PROJECT
VICINITY MAP
GARDEN CITY, UTAH



INITIAL ESTIMATE OF INDOOR & OUTDOOR CULINARY WATER DEMAND/USAGE BLUE VISTA HILLS DEVELOPMENT

Development Component	Indoor ¹			Outdoor ²		
	Average Day (gal./day)	Peak Day (gal./day)	Water Right (acre-ft.)	Average Day (gal./day)	Peak Day (gal./day)	Water Right (acre-ft.)
Residential	85,608.17	342,432.68	95.90	33,243.46	132,973.86	37.24
Commercial				36,421.41	145,685.64	40.80
280 Townhomes				NA	NA	NA
Community Recreational Center	23,200.00	92,800.00	25.99	NA	NA	NA
Fast Food Restaurants (2)	6,600.00	26,400.00	7.39	NA	NA	NA
Hotel	39,600.00	158,400.00	44.36	NA	NA	NA
Retail Businesses (8)	5,280.00	21,120.00	5.91	NA	NA	NA
Totals	160,288.17	NA	179.56	69,664.88	NA	78.04

Table Notes:

1. Townhouse residential water demand based on 3.1 residents per townhouse, 110 gal. per capita -day average water usage with an average day peaking factor of 4.0. Commercial based on Equivalent Residential Unit (ERU) multiplied by 330 gpd with an average day peaking factor of 4.0.
2. Outdoor water demand/usage based on 36.72 inches of average annual evapotranspiration rate (Etp) for turf grass within high mountain valley watersheds multiplied by the acreage given for development open space.



TALISMAN
LAND SURVEYING & MAPPING
1000 WEST 1000 SOUTH, SUITE 200
RICH CANYON, UTAH 84304

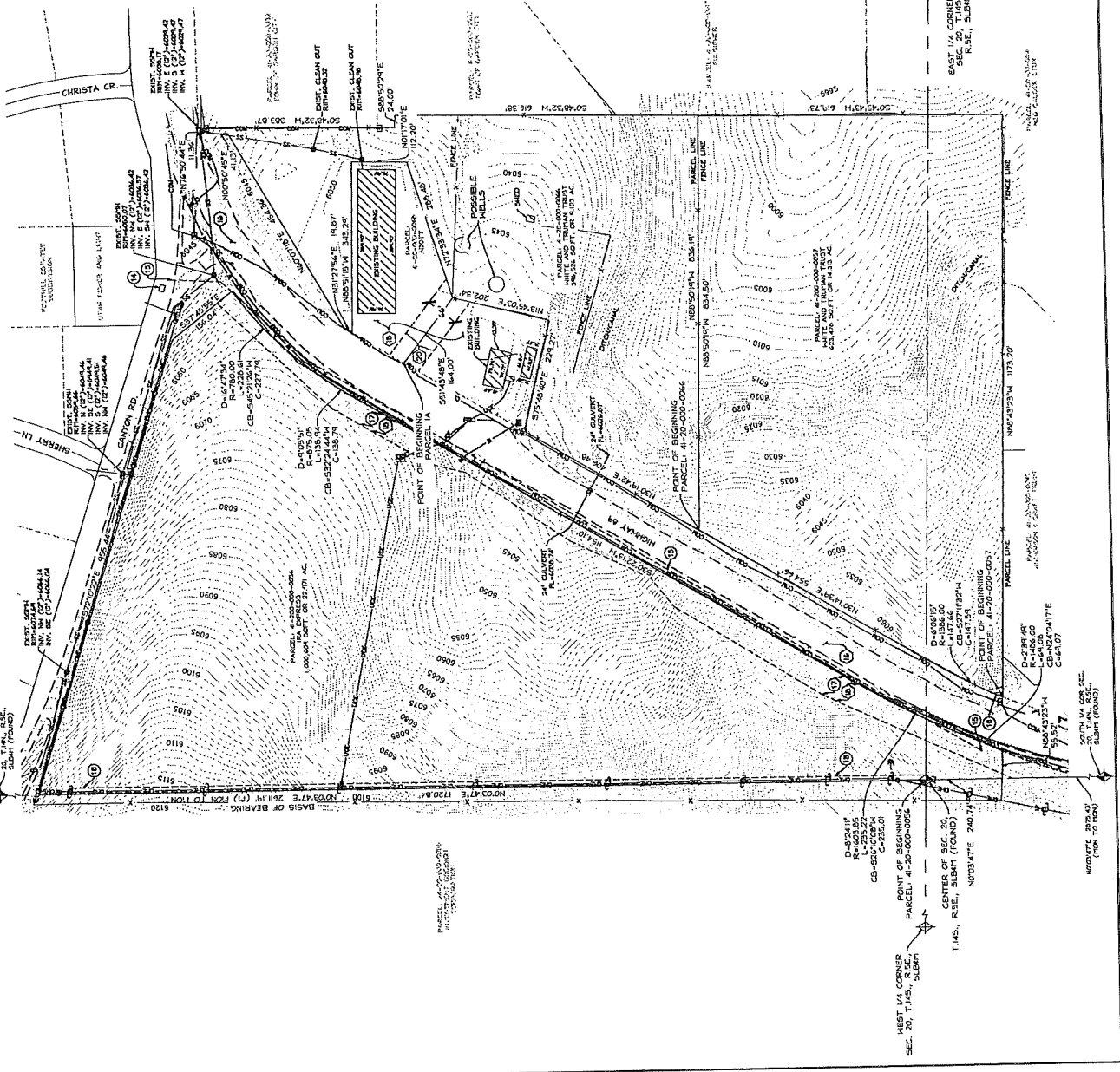
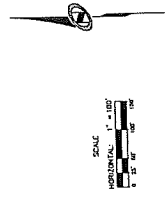
DATE	BY	CHK	APP
2021-10-21	[Signature]	[Signature]	[Signature]

ALTA/NSPS SURVEY
BLUE VISTA HILLS
GARDEN CITY, RICH COUNTY, UTAH
DATE SUBMITTED: 2021-10-21
ICC JOB NUMBER: 20-087

SHEET NUMBER
2

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE EAST HALF OF SECTION 20
TOWNSHIP 14 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
GARDEN CITY, RICH COUNTY, UTAH

- LEGEND**
- (R) RESURVEYED
 - TELEPHONE LINE
 - TELEPHONE POLE
 - OVERHEAD POWER LINE
 - GAS LINE
 - BOUNDARY LINE
 - SECTION LINE
 - ADJACENT DEED LINES
 - ROAD CENTERLINE
 - E.O.M. LINE
 - SECTION CORNER
 - PROPERTY CORNER
 - EXISTING BUILDING
 - EXISTING GRAVEL
 - EXISTING ASPHALT
 - TELEPHONE BOX
 - TELEPHONE POLE
 - GUY WIRE
 - WATER VALVE
 - FIRE HYDRANT
 - GAS METER
 - SANITARY OTHER HANDLE
 - ELECTRIC METER
 - WATER METER
 - CLEAN OUT
 - IRRIGATION MON
 - LIGHT POLE
 - (SEE SHEET 1 FOR DETAILS)



NORTH 1/4 CORNER
SEC. 20, T.14S., R.1E., S.18E.

WEST 1/4 CORNER
SEC. 20, T.14S., R.1E., S.18E.

SOUTH 1/4 CORNER
SEC. 20, T.14S., R.1E., S.18E.

EAST 1/4 CORNER
SEC. 20, T.14S., R.1E., S.18E.



TERREX

Engineering & Construction, LLC

Design-Build Engineer & General Contractor

Website: terrexengcon.com

Phone: (801) 458-9647

November 8, 2021

Mr. Norman Mecham, President
Hodges Irrigation Company
P.O. Box 361, Garden City, UT 84028

Subject: Notification of the proposed construction of the Blue Vista Hills residential and commercial development and impact on the existing irrigation ditches located within the NE1/4 Section 20, T14N, R5E, SLB&M.

Mr. Mecham,

Please be advised that my client developer (HIG REF1 NC1, LLC) has submitted an application to Garden City, Utah to secure approval of the design and construction of a residential and commercial subdivision/development on properties as on file with the Rich County Recorder's Office with Tax Identification Numbers 41-20-000-0056, 41-20-000-0057 and 41-20-000-0066. I've attached the Rich County Recorder's Plat map for you reference.

Your irrigation ditch alignment encroaches on Parcel 41-20-0066 following a winding sloped transition separating a high bench area easterly of SR89 to the lower livestock pastures at the easterly half of the development property.

The civil-site construction of the proposed development (Blue Vista Hills) will necessitate the re-alignment of your ditch to the East and South boundaries of the development property. Additionally, your open channel ditch will be replaced with a reinforced concrete pipeline with cast-in-place reinforced concrete flow control structures at both the inlet and outlet to the pipeline. Please reference the attached preliminary drawing showing the proposed pipeline alignment and location of the stated flow control structures.

It needs to be acknowledged that the construction drawings for the proposed subdivision will be reviewed and approved by the Garden City Engineer. The drawings will also be submitted to you personally or your engineer for review and approval before the start of any civil-site construction.

Please let me know at your earliest convenience if you have immediate questions, concerns and/or would like to schedule a meeting to thoroughly discuss the scope and extent of the proposed development. I would also recommend that you attend the Garden City Council meeting schedule for Thursday December 9th. It's best to check with the Town Council Clerk for the meeting time.

Respectfully,

E. Hal Christensen, SE, PE President/Corporate Engineering Manager
TERREX ENGINEERING & CONSTRUCTION, LLC

Attachments: Rich County Record Tax Plat Section 20, T14N, R5E, SLB&M
Proposed Irrigation Pipeline Alignment/Location Drawing



NO SCALE

EXISTING COMMERCIAL BUILDING

DEVELOPMENT PROPERTY BOUNDARY

EXISTING CHEVRON GAS STATION & CONVENIENCE STORE

OPEN DITCH SUBJECT TO REALIGNMENT

EXISTING PRIVATE STORAGE BUILDING

PIPE INLET STRUCTURE

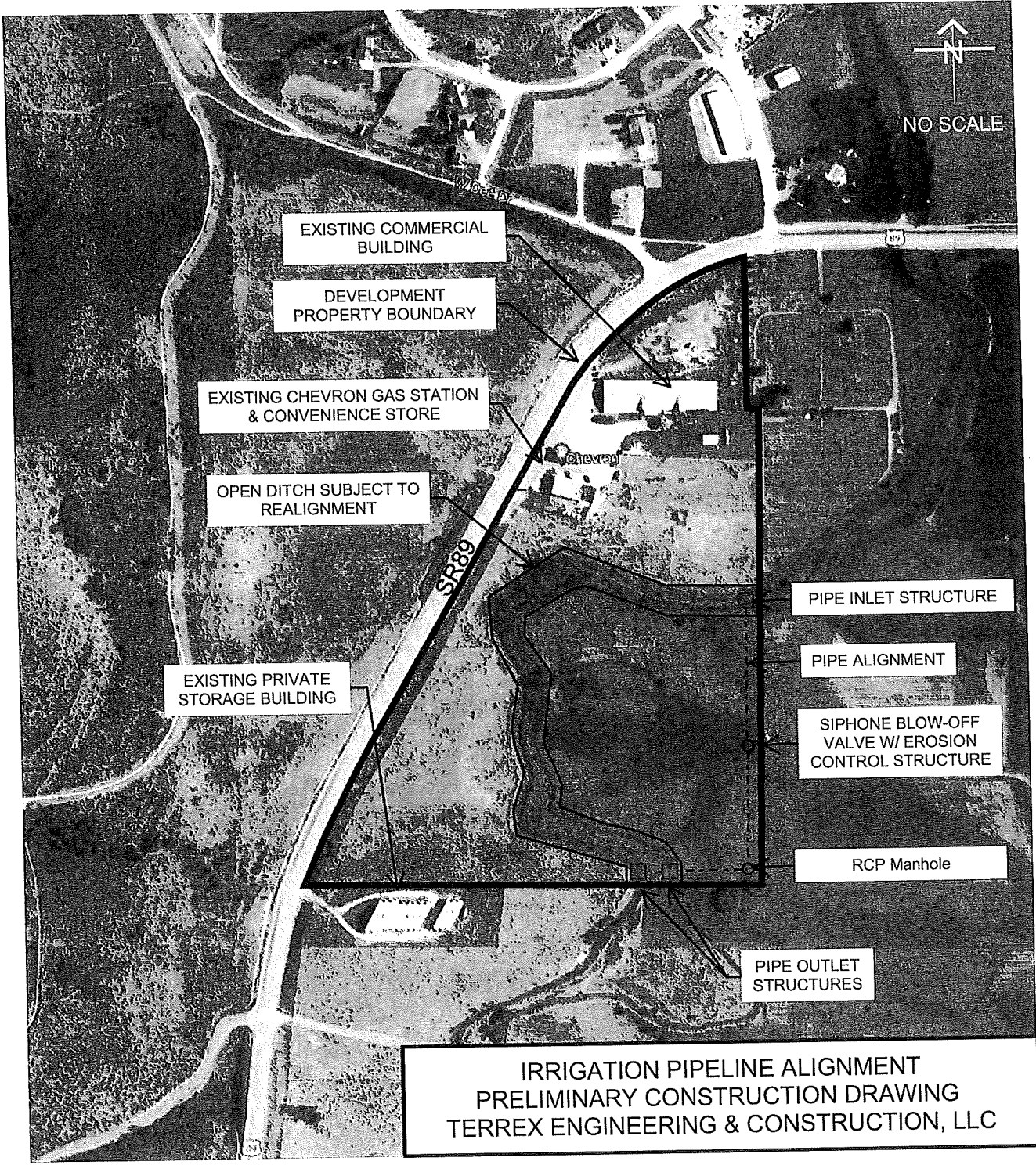
PIPE ALIGNMENT

SIPHONE BLOW-OFF VALVE W/ EROSION CONTROL STRUCTURE

RCP Manhole

PIPE OUTLET STRUCTURES

IRRIGATION PIPELINE ALIGNMENT
PRELIMINARY CONSTRUCTION DRAWING
TERREX ENGINEERING & CONSTRUCTION, LLC





OFFER TO PURCHASE WATER RIGHTS

The purpose of this document dated July 23, 2021 is to state the intentions of the parties to create an exchange for transfer of water rights in the municipal region of Garden City, Rich County Utah. The parties involved in the transaction are HIG REF1 NC1, LLC (Buyer) and Swan Creek Village Home Owners Association (Seller). Once the transaction is completed the shares will be immediately transferred to Garden City Department of Public Works.

The Buyer will be developing two parcels totaling approximately 47 acres in Garden City. The referenced parcels are Rich County parcel #'s 41-20-000-0056, 41-20-000-0057, & 41-20-000-0066. The first parcel (# 41-20-000-0056) will be developed as townhomes with phase 1 requiring approximately 42 water shares to develop approximately 92 townhome units.

The parties have agreed upon a price of \$5,500 per acre-foot for the transaction (good for purchases accomplished within 12 months of execution of this agreement). An amount of \$231,000 will be paid to the seller within 30 days of execution of this agreement. The parties will sign further agreements to accomplish this purchase as needed. The parties also agree that within 12 months approximately 42 additional water shares will need to be purchased at the same price to accomplish phase 2. Phase three of the townhome development on parcel 41-20-000-0056 will also require approximately 42 water shares and will likely happen between months 13 and 24 from execution of this agreement. The Buyer also requires additional water rights for the 23 acre commercial development on lots 0057 & 0066. The parties agree to set a mutually agreeable price to accomplish these purchases next year. This is a binding document but will be followed up with documents to be executed between the parties for the follow up execution of this agreement.

Agreement between the parties:

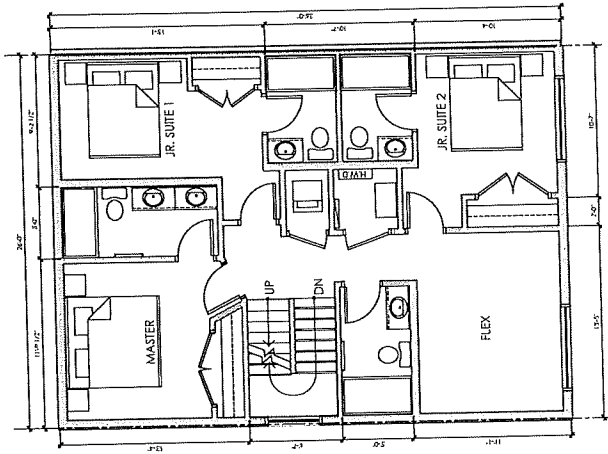
Seller: Swan Creek Village Home Owners Association

By: Robin Barraclough President
Robert Barraclough

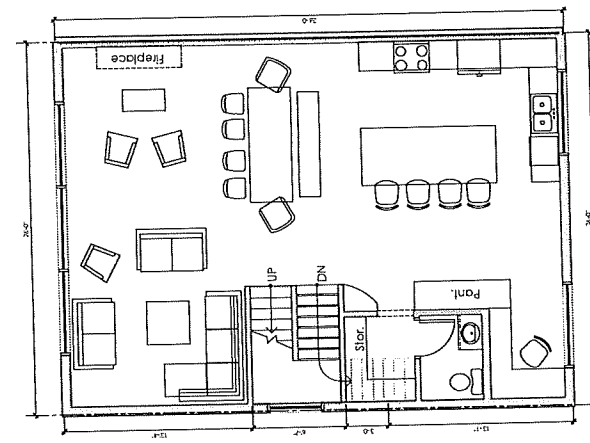
Buyer: HIG REF1 NC1, LLC

By: Chuck Matheny Chief Operations Officer
Chuck Matheny

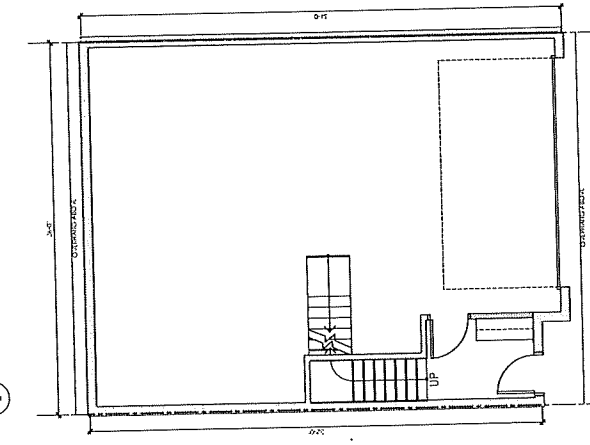
SELLABLE AREA	
Garage Dev.	86
Main	936
Second	936
Rt Dev	146
Total	2,104



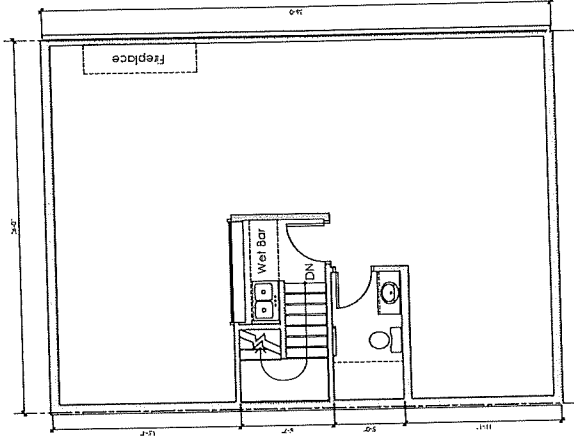
ALTERNATE SECOND FLOOR PLAN
S 3 BEDROOM / 4 BATH + FLEX - 936 sq ft
 1/8" = 1'-0"



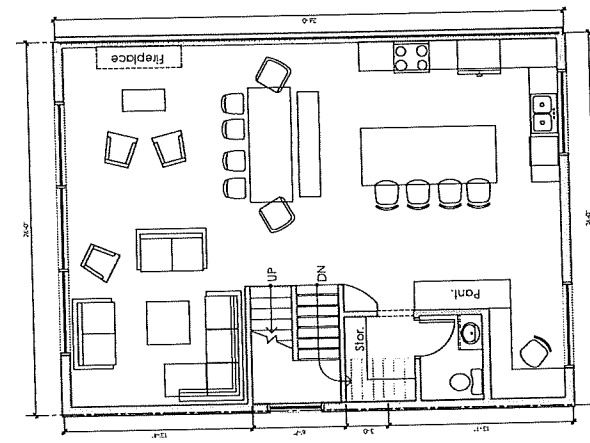
ALTERNATE SECOND FLOOR PLAN
A 4 BEDROOM / 4 BATH - 936 sq ft
 1/8" = 1'-0"



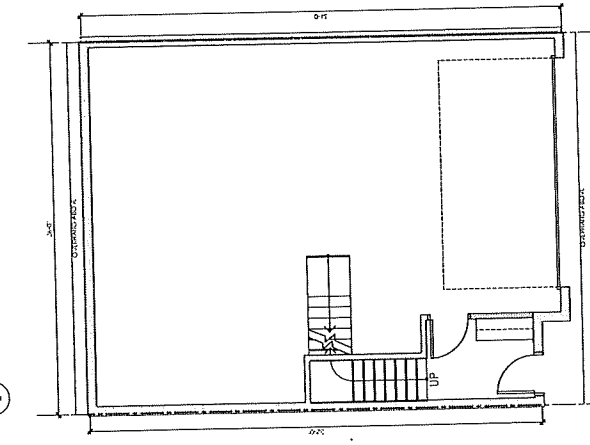
ALTERNATE SECOND FLOOR PLAN
4 4 BEDROOM / 4 BATH - 936 sq ft
 1/8" = 1'-0"



3 ROOF LEVEL - 936 sq ft
 1/8" = 1'-0"



2 MAIN FLOOR PLAN - 936 sq ft
 1/8" = 1'-0"



1 GARAGE FLOOR PLAN - 872 sq ft
 1/8" = 1'-0"



MEMORANDUM

DATE: November 21, 2021
TO: Town of Garden City Planning Commission
CC: Riley Argyle
FROM: Quinn Dance, P.E.
SUBJECT: Blue Vista Hills PUD – Preliminary Plat Phase 1 Review

The Blue Vista Hills PUD Preliminary Plat was received from the Town on November 18, 2021 for engineering review in preparation for the upcoming December Planning Commission meeting. It is our intention to review Phase 1 and provide comments for this phase only. The review items discussed below can be found in more detail in Chapter 11E-400 of the most recent Municipal Code.

Preliminary Plat

Existing Conditions

1. Possible wells are shown on the ALTA Survey, confirm future intent with these wells (WR#23-3511).

Proposed Plan

Overall, the Phase 1 proposed plan will need additional information as stated below that will be incorporated into the preliminary plat and the final plat for Phase 1.

1. Provide lot information such as lot numbers and dimensions.
2. Include additional boundary and tract information for Phase 1, proposed lot lines, easements, lot dimensions, etc.
3. Provide additional information for the storm drain system including drainage arrows and flow directions of Phase 1.
4. General notes specify that street grades are less than 8%. Provide specific grades and street information for Phase 1.
5. Provide a set of construction drawings of Phase 1 for review prior to final plat approval.



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



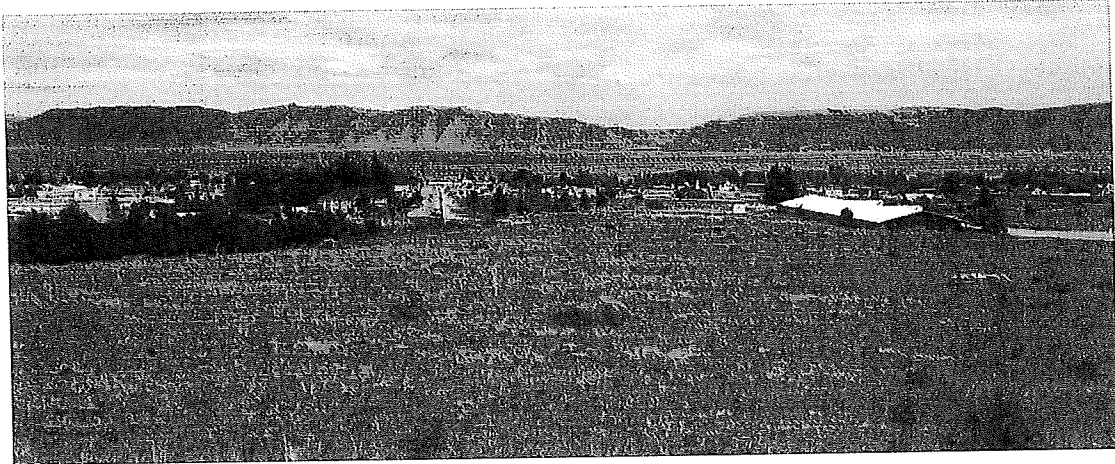
GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

We appreciate your cooperation on these matters and feel free to reach out with any questions or concerns.

1. Provide lot information such as lot numbers and dimensions. The townhouses don't have "lots" they have footprints. We can number individual footprints and provide a standard footprint dimension as provided by the townhouse builder: StrongKor.
2. Include additional boundary and tract information for Phase 1, proposed lot lines, easements, lot dimensions, etc. We'll include a general boundary for Phase 1 that does not include lines with bearings and lengths tied to the overall development boundary. I am not sure what is meant by "tract information." Please clarify. Again, I am not sure what he means by "lot lines" and "dimensions." There are no lots just footprints lines which are already shown on the Preliminary Plat. I am not sure what is meant by "easements." The streets and underground utilities will be owned and maintained by the BVH HOA and will not be deeded to Garden City via some kind of easement, right-of-way or warrantee deed.
3. Provide additional information for the storm drain system including drainage arrows and flow directions of Phase 1. Will provide storm drainage patterns.
4. General notes specify that street grades are less than 8%. Provide specific grades and street information for Phase 1. Will provide a set of plan and profile sheets for proposed street grades (top edge of pavement) with existing property grades.
5. Provide a set of construction drawings of Phase 1 for review prior to final plat approval. I assume this means that we are cleared to start work on the detailed set of construction drawings immediately upon addressing the Preliminary Plat review comments as submitted. I further assume that "approval" means approval of both the Preliminary Plat and the construction drawings together.

Blue Vista Hills Property Development



Draft Covenants, Conditions, and Regulations of the Homeowners Association

November, 2021

Foreword

Blue Vista Hills is being developed as a single-family residential community. The development is located in a summer and winter recreational area, thus the development has been planned to accommodate this use. A Homeowner's Association will be established to maintain the property and all common areas, but also to provide and maintain amenities such as clubhouse, pool, pickleball courts, walking paths, and other attractions.

The social success of the Blue Vista Hills community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all home owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the living experience could become chaotic. The Homeowner's Association has adopted the following Rules and Regulations referred to as "Covenants, Conditions, & Restrictions" to enhance the enjoyment and tranquility for all persons living in the community.

The monthly maintenance assessments by the Homeowner's Association on common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests. If the maintenance costs are high and the budget is not sufficient to meet these costs, each owner's assessment will have to be increased accordingly. It is anticipated that all Owners will do their part to keep costs reasonable while enjoying the many amenities the community has to offer.

Covenants, Conditions, and Restrictions (CC&R) for Blue Vista Hills Development

This Declaration is made the date hereinafter set forth by HIG Ref 1, NC1 (Harris Investment Group), a company duly registered in the State of Utah (hereinafter referred to as "Declarant").

Preamble

Whereas, the Declarant is the owner of the real property more particularly described as that parcel XXXXXXXXXX and being recorded in the Plat Book of Rich County Records,

Whereas, Declarant intends to develop on that parcel a residential community development known as Blue Vista Hills (hereinafter referred to as "Blue Vista), and

Whereas, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined).

NOW THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title, or interest in the described property or any part thereof, and shall subject said parties to all limitations herein provided, and inure to the benefit of the Owners, their heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

1.0 Definitions

- 1.1 Additional Property – means any additional property which may be added to the Property and made subject to this Declaration.
- 1.2 Association – means Blue Vista Hills Homeowners Association, Inc. a non-profit corporation to be organized under the Utah Non-profit Corporation Code, its successors and assigns.
- 1.3 Board – means the Board of Directors of the Association.
- 1.4 By-Laws – means the By-Laws of the Association.
- 1.5 Common Property – means all real and personal property now or hereafter owned by the Association, or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.
- 1.6 Declarant – means i) Harris Investment Group, its successors and assigns, or ii) and successor in title to all or some portion of the Property of the Additional Property, provided such successor in title shall acquire such property for the purpose of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges, and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or iii) should any of the Property or the Additional Property become subject to a first mortgage given by Declarant as security for the repayment of development financing, then all rights, privileges and options herein reserved to the

Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the Property and Additional Property through judicial foreclosure or sale made pursuant to any power of sale contained in the first mortgage or by a transfer of deed in lieu of foreclosure.

1.7 Lot – means any numbered portion of land together with improvements thereon shown upon the plat of survey, recorded in the Plat Book by Rich county, provided that no portion of the Common Property shall ever be a lot, except as provided herein.

1.8 Member – means a member of the Association.

1.9 Owner – means the record owner (including Declarant) whether one or more persons or entities, of a simple fee title to any Lot, provided however, that where fee simple title has been transferred and is being held merely as security for repayment of financing, the person or entity who would own the Lot in fee simple if such financing were paid in full shall be considered the Owner.

1.10 Property – means the certain real property (other than Common Property) hereinabove described together with such Additional real Property as the Declarant may acquire or assign and subject to the provisions of this CC&R.

1.11 Restrictions – means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration.

1.12 Structure – means:

1.12.1 Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, covered or uncovered patio, fence, curbing, paving, sidewalk, path, wall, tree, shrub, sign, signboard, or any other temporary or permanent improvement to such Lot.

1.12.2 Any excavation, grading, fill, ditch, diversion, tunnel, or stream.

1.12.3 Any change in the grade at any point on a Lot of more than six inches, whether or not this Section applies to such change.

2.0 Common Property

2.1 Conveyance of Common Property.

2.1.1 The Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as “Common Property”) and, to the extent set forth in this CC&R, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of the Common Property.

- 2.1.2 It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and general recreational use. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this Section at any time prior to conveyance of such Common Property to the Association.
- 2.1.3 Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency, or authority.
- 2.1.4 Right of Enjoyment. Every Owner shall have a right to easement to use and enjoy the common property in accordance with these restrictions and subject to the rules and regulations which may be adopted by the association, which right shall be appurtenant to and shall pass with the title to every lot upon transfer; provided, however, that no owner shall do any act which interferes with the free use and enjoyment of the common property by all other owners. The association may permit persons who are not owners to use and enjoy any part or all of the common property by all other owners. The association may permit persons who are not owners to use and enjoy any part or all of the common property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association.
- 2.1.5 Rights of the Association. The rights and privileges conferred herein shall be subject to the right of the Association acting through the Board to:
- 2.1.5.1 promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;
 - 2.1.5.2 Charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting such fee the Board shall establish reasonable classifications to provide detail with respect to the requirements of the fee.
 - 2.1.5.3 Suspend the voting rights of any Member and the right of enjoyment granted;
 - 2.1.5.4 Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;
 - 2.1.5.5 Borrow money for the purpose of carrying out the activities of the Association;

2.1.5.6 To sell, lease or otherwise dispose of all or any part of its owned properties and interest therein, provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of the Declarant.

2.2 Delegation of Use. Any Owner may delegate his right to use and enjoy the Common Property to members of family, invitees, or tenants. Any delegation of rights must be in accordance with the By-Laws and this CC&R.

3.0 Homeowners Association

3.1 Purpose, Powers, and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing functions for the common good and general welfare of the residents of the Blue Vista. To the extent necessary, the Association shall have all powers of a corporation organized under Utah Non-profit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration.

3.3 Voting Rights. Subject to the following provisions, the Association shall have two classes of voting membership: Class A and Class B.

3.3.1 Class A. Every person who is an Owner, whether individually or collectively, with the exception of the Declarant, shall be a Class A member and shall be entitled to one (1) vote for each Lot owned. In the case of an Owner comprising of more than one party, it remains the sole responsibility of said Owner to organize themselves in agreement to cast a single vote for each Lot, when required. The Association will not mediate any dispute related to any Owner.

3.3.2 Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and during its existence the Class B member shall be entitled to vote on all matters and in all events. The class B member shall be entitled to three (3) votes for each Lot owned. The Class B memberships shall cease and shall be converted to Class A membership at such time as the first of the following events occurs: i) the expiration of five (5) years from the date of recording the final plat; ii) the date eighty percent (80%) of the Lots which may be developed on the Property and the Additional Property shall have been conveyed by either the Declarant or by a builder who purchased the Lot from the Declarant for the purpose of erecting a dwelling thereon provided, however, that so long as a mortgagee of the Declarant holds a security interest in any portion of the Property as security, the Class B membership shall not terminate without the express written consent of the mortgagee. At the time of termination, should the Declarant own any Lots, each Lot shall be a Class A member.

3.4 Board of Directors.

3.4.1 The affairs of the Association shall be managed by a Board of Directors. The manner in which the Directors conduct business affairs shall be as set forth in the By-Laws.

3.4.2 The Board may suspend the voting rights of any member and the right of enjoyment of the Common Property of any person who:

3.4.2.1 Shall be delinquent in the payment of any assessment levied by the Association.

3.4.2.2 Shall be in violation of the rules and regulation of the Association.

3.5 Control by the Declarant and Appointment of the Board.

3.5.1 Until such time the Declarant no longer has the right to appoint members to the Board, the Board of the Association shall consist of three (3) members. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the By-laws, the Declarant hereby retains the right to appoint two (2) members to the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace the appointees until such time as the first of the following events shall occur: (i) the expiration of five (5) years from the date of recording of the final plat; (ii) the date upon which eighty percent (80%) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed by either Declarant or by a builder who purchased the Lot from the Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (iii) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Declarant. Upon the expiration of the Declarants' right to appoint and remove directors, such right shall automatically pass to the Owners, including the Declarant if the Declarant then owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace directors of the Association, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, records, and all agreements and contracts, if any.

3.5.2 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the owned assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.

4.0 Assessments and Maintenance Charges

4.1.1 Covenant for Assessments and Creation of Lien and Personal Guarantee. Each Owner hereby covenants and agrees, jointly and severally, for himself, his heirs,

distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained hereby shall be expressed in any such deed, as follows:

- 4.1.1.1 to pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;
 - 4.1.1.2 to pay to the Association any special assessments for capital improvements and other charges which may be levied by the Association pursuant to this Declaration against all Lots owned by him;
 - 4.1.1.3 that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided herein including costs of collection including reasonable attorney's fees;
 - 4.1.1.4 that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns;
 - 4.1.1.5 that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed; and
 - 4.1.1.6 that all annual and special assessments (together with interest thereon) levied against any Lot or Lots owned by him during the period that he is an Owner shall be a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.
- 4.1.2 Initial Deposit by Declarant. Declarant shall deposit the sum of \$50.00 per lot into the Homeowners Association account to establish a beginning surplus. Declarant shall be responsible for maintaining the Property, including the common areas and entrances and paying for all utilities, taxes and insurance relating to such, until such time Declarant surrenders its Class B shares.
- 4.1.3 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of Blue Vista, including, but not limited to, the purposes set forth in this Declaration such as: security, improvement, maintenance and equipping of Common Property, the enforcement of the CC&R's, the payment of operating costs and expenses of the Association, the payment of taxes on any owned Common Property, and the payment of all principal and interest when due on all debts owed by the Association.

- 4.1.4 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining, nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.
- 4.1.5 Annual Assessment of Maintenance Charge. Subject to the terms of this Section, each Lot in the Property is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund". The amount of the annual assessment shall be set forth in an annual budget to be prepared by the Board of Directors covering the estimated costs of operating the Association during the coming year. The budget may include a contribution establishing a reserve fund. The Board shall cause a copy of the budget, and the amount of, to be delivered at least fifteen (15) days prior to the proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership. Unless requested by the Members in accordance with the provisions for calling a special meeting by the Members, as set forth in the By-Laws, the budget and assessment may take effect without a meeting of the Members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessment in effect for the then current year shall continue.
- 4.1.6 The annual maintenance charge and assessment will commence as to each Lot on the first day of the month following the earliest to occur of the following events:
- 4.1.6.1 upon the occupancy of a permanent dwelling located on the Lot as a resident, or
- 4.1.6.2 upon the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy.
- 4.1.6.3 Neither the Declarant nor any builder who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall be subject to the annual maintenance charge and assessment. Notwithstanding the preceding, the annual maintenance charge and assessment will commence as to each Lot owned by Declarant or a builder upon the occupancy of a permanent dwelling located thereon.
- 4.1.7 Notice and Quorum. Written notice of any meeting called for the purpose of taking action shall be sent to all members, or delivered to their residence, not less

than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 4.1.8 Effect of Nonpayment of Assessments. If any assessment or installment is not paid within fifteen (15) days after the due date there may be imposed a late or delinquency charge in the amount of ten percent (10%) of the amount of each assessment or installment. If any assessment or installment is not paid within thirty (30) days after the due date, there may be imposed interest (from the due date with respect to the assessment or installment, and from the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board of the Association, or if no rate has been established by said Board, at the rate of twelve percent (12%) per annum; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Utah. If any one or more installments of any assessment is not paid within sixty (60) days after the due date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner then fails to fully pay any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs, any costs required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration.
- 4.1.9 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that any assessments, penalties, interest and costs have not been paid, setting the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

5.0 Architectural Control

- 5.1 Architectural Control Committee. An Architectural Control Committee (the "ACC") shall be established consisting of three (3) individuals, preferably, but not required to be Members, to be appointed by the Board of Directors; provided however, so long as the Declarant, owns at

least one Lot on the Property or on the Additional Property being held primarily for sale to an Owner for residential occupancy, the ACC shall be comprised solely by Declarant, or by such representatives as may be designed by Declarant, which shall have the power to exercise all powers herein given to the ACC.

5.2 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to review and approve any proposed installation, construction or alteration of any Structure on any Lot. All plans shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Blue Vista, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.3 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses, other out-of-pocket costs, and any reasonable sitting fee incurred in the performance of their duties as members of the ACC.

5.4 Operation of the ACC. The ACC shall hold regular meetings as required or as established by the ACC. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by members of the Association.

5.5 Activities of the ACC.

5.5.1 The ACC shall adopt and the Design Standards as directed by the Association. The ACC shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

5.5.2 Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards, which shall be provided by the Association and final and binding upon the ACC. Any applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Association. Upon the filing of any such request, the matter with respect to

which such request was filed shall be submitted to, and reviewed promptly by the Association, but in no event later than thirty (30) days after the filing of such request. The decision of the Board of the Association with respect to such matter shall be final and binding.

5.6 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered, including painted or stained, in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

- 5.6.1 a site plan showing the location of all proposed and existing Structures on the lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;
- 5.6.2 a foundation plan,
- 5.6.3 a floor plan;
- 5.6.4 exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures shall appear after all back-filling and landscaping are completed;
- 5.6.5 specifications of materials, color scheme, lighting scheme and other details
- 5.6.6 affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and
- 5.6.7 plans and landscaping and grading.

5.7 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plan, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.8 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

- 5.8.1 the failure to include information in such plans and specifications as may have been reasonably requested;

5.8.2 the failure of such plans or specifications to comply with this Declaration of the Design Standards;

5.8.3 any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of Blue Vista as set forth in Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.9 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be immediately directed to the Board of the Association for action.

5.10 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent, shall be deemed to have committed a trespass or other unlawful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of the Declaration and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided herein.

5.12 Certification of Compliance.

5.12.1 Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

5.12.2 Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Declaration, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ACC.

5.13 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to this Section. The fee shall be established from time to time by the ACC and published in the Design Standards as approved by the Board of the Association.

6.0 Common Property Amenities

6.1 As part of the Property development, the Declarant shall design, construct, commission, and provide to the Association for operation, the following amenities:

6.1.1 Clubhouse to include games room, indoor space for socializing, rental space for gatherings to include food and drink storage and food preparation capability, outdoor patio with tables and chairs, and pool.

6.1.2 Pickleball or tennis courts.

6.1.3 Walking paths throughout the development.

6.1.4 Any other amenity as may be provided at the sole discretion of the Declarant.

7.0 General Covenants and Restrictions

7.1 Application. The covenants and restrictions contained in this Section shall pertain and apply to all Lots and to all Structures erected or placed thereon.

- 7.2 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose provided that Declarant may operate a sales office and/or model home or homes on a Lot or Lots owned and designated by Declarant.
- 7.3 Re-subdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.
- 7.4 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval by the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of the approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, retention walls, physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscaping.
- 7.5 Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate "For Sale" and "For Rent" signs. Declarant may erect entry signs and sales and information signs.
- 7.6 Vehicles. The term "vehicles" as used herein shall include, without limitation, motorcycles, minibikes, scooters, go-carts, golf cars, trucks, vans, and automobiles. All vehicles shall be parked within garages, or other paved common parking areas located within the Property. Parking in yards or on streets within the Property is prohibited. Lot Owners or visitors may temporarily park on the street in order to load or unload vehicles. No inoperable, junk or abandoned vehicles shall be allowed on the property.
- 7.7 Recreational Vehicle and Trailers. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, camper, recreational vehicle, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed two (2) consecutive hours, for the purpose of loading or unloading. Boats, boat trailers, and recreational vehicles shall be permitted, but only if stored inside the garage and is concealed from view by neighboring residences and streets. In the event the home is equipped with a recreational vehicle as part of the sale, the recreational vehicle, when not in use, shall be stored in the garage and concealed from view by neighboring residences and streets. When in use, the recreational vehicle shall remain on designated pathways, designated spaces on streets, or parked in designated areas within Blue Vista. Children, under the age of 16, shall be accompanied by an individual 16 years of age or older while operating any recreational vehicle.
- 7.8 Swimming Pools. No above-ground or in-ground swimming pools will be allowed on any Lot. Swimming pool or pools will be provided as an amenity by the Association.

- 7.9 Trash. Any trash, firewood, wood scraps, building materials or other such materials shall be placed in garbage containers and stored within the garage, concealed from view by neighboring residences and streets. This provision shall not apply to Declarant or any builder in the process of constructing an approved structure on any Lot, in which case all garbage or waste shall be stored in construction type bins.
- 7.10 Occupancy of Houses. All houses constructed on Lots in the Development must be finished before it can be occupied. The entire yard must be planted with grass or other suitable ground cover, and the driveway must be paved with concrete. The front yard must be sodded with a type of grass native to the area.
- 7.11 Siding Material of Dwelling. The exterior of every dwelling shall be concrete, wood (including Hardy Board type), stone, or brick with accents to be of the same materials. Full Design Standards can be provided by the Association or the ACC.
- 7.12 Square Footage and Style Requirements. All homes must meet the following square footage specifications: garage entry shall be from the street, the minimum footprint shall be 850ft². The home shall have a main floor above the garage, and second floor above the main floor, each floor shall be a minimum of 850ft² although architectural "overhangs" or balconies are encouraged to create design attractiveness. Each home shall have an accessible rooftop patio.
- 7.13 Garages. All garages are to be enclosed with doors. Unattached garages are not permissible.
- 7.14 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. Pot belly pigs are not considered household pets. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, when outside, be on a leash or within an allowable fence. Owners must clean up after their pets.
- 7.15 Fences and Outbuildings. No fence, wall or outbuilding of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC. Under no circumstances shall any barbed wire or hog wire fence be permitted on the Property. No sheds, gazebos, patios, tool storage areas, workshops or outbuildings shall be erected, maintained or altered on any Lot without the prior written approval of the ACC.
- 7.16 Antennas. Exterior television or radio antenna, satellite dish or receiver shall be placed, or maintained on the rooftop patio and shall not exceed 6 ft in height. Such antennae shall not be visible from any public or private street providing access to or located within the development. Notwithstanding the above, no satellite dish larger than 18" shall be placed, allowed, or maintained upon any portion of the development, including any Lot.
- 7.17 Tree Removal. No trees shall be removed except for (a) diseased or dead tree; (b) trees needing to be removed to promote the growth of other trees or safety reasons; and (c) trees

within ten (10) feet of the residence, driveway, walkways and septic field, whose removal is necessary for the construction of same.

- 7.18 Firearms. The discharge of firearms in the development is prohibited. The term "firearms" includes "B-B" guns, pellet guns and guns of all types.
- 7.19 Mailboxes. All mailboxes and stands shall be of similar style and approved by the Association. All mailbox and stands shall be maintained in a good state of repair.
- 7.20 Monuments, Statues, Birdbaths, Etc. No monuments, statues, birdbaths or decorative structures shall be erected or placed on the Lot or on any home, without the written approval of the ACC.
- 7.21 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the development. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device shall be used except those devices used exclusively for security purposes or required by law.
- 7.22 Social Gatherings. Blue Vista is a recreational area. It is expected that family and social gatherings will occur within the development. It is the responsibility of the Owner to ensure that vehicle parking is in accordance with this Declaration and that gathering size is reasonably accommodated within the home and rooftop patio. All outdoor gatherings or gathering sizes not reasonably accommodated within the home and rooftop patio shall be held offsite or at the Clubhouse. In order to respect the needs of other Owners, any outdoor gathering shall end by 10pm and any indoor gathering exceeding 4 guests shall end by 11pm. It is the Owners responsibility to ensure that noise levels are kept to a minimum and the behavior of guests is in keeping with social norms.
- 7.23 Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) and all Common Property shall be maintained by the Association. Should the Association be required to move or remove any prohibited item form the grounds (including vehicles) in order to conduct normal maintenance, the Association, or its agents, will assess the owner of the lot the actual cost incurred with a minimum cost of \$50.00 per violation to recoup its additional expenses. Although notice given as herein provided shall be sufficient to give the Association or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m., and on any day of the week except Sunday.

8.0 Easements and Other Restrictions

8.1 Declarant hereby expressly reserves to the Declarant, their successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of illustration and not limitation, the following:

- 8.1.1 the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;
- 8.1.2 the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water, and for any other public or quasi-public facility, service or function;
- 8.1.3 the erection, installation, construction of amenities, including but not limited to; clubhouse, pool, spa, pickleball or tennis courts, outdoor or indoor socializing areas, and walking or transportation paths.
- 8.1.4 slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;
- 8.1.5 the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along entrances to the development, including the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.
- 8.1.6 No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.
- 8.1.7 The Declarant hereby reserves for himself, his successors and assigns, perpetual easements appurtenant to said Property for the following uses and purposes:
 - 8.1.7.1 ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the Property and such portions of the Additional Property as are submitted to this Declaration, and such drives, roadways, walkways, tunnels, and paths as may be constructed in the future;

- 8.1.7.2 installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of utilities, water, sewerage, and storm drainage.
- 8.1.8 In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the development of the Property, and across each portion of the Additional Property subsequently submitted to this Declaration.
- 8.1.9 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.
- 8.1.10 Entry. The Declarant and their employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes. The Declarant and their employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.
- 8.1.11 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations or any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by his Declaration, the most restrictive provision shall govern and control.

9.0 Enforcement

- 9.1 Right of Enforcement. This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (1) the Declarant so long as they are an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.
- 9.2 Right of Abatement. Except where different notice provisions are provided in this Declaration, in the event of a violation or breach of any restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations, and of those actions taken or proposed to be taken by the Association as a result of the default.

9.3 The Right of Abatement, as used in this Section, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or twelve percent (12%), to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to this Declaration. Such liens for financing, taxes or other public charges as are by applicable law made superior which may affect or limit the rights of the Declarant, the Association or any Owner to enforce the restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity.

9.4 Collection of Assessments and Enforcement of Lien.

9.4.1 If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fee.

9.5 WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF UTAH OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNERS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITH A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S RIGHTS.

9.6 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to

the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

10.0 Duration and Amendments

10.1 Duration. The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law.

10.2 Amendments.

10.2.1 These covenants may be amended unilaterally at any time by Declarant so long as Declarant has the right unilaterally to subject the Property or Additional Property to the Declaration; or if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to these Covenants; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to these Covenants; or if such amendment is necessary to enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants, provided any such amendments shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

10.2.2 These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the Owner of any real property subject to these Covenants.

11.0 Annexation

11.1 Declarant shall have the option and right, from time to time, without the necessity of consent by the Association, the Board or the Owners, to submit all or portions of any Additional Property to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be duly executed and sealed this _____ day of _____, 2021