

DEVELOPMENT AGREEMENT

EAGLE MOUNTAIN CITY
and
EAGLE MOUNTAIN LINKS, LLC
for
MEADOW RANCH V – PLATS 1 AND 2

This Development Agreement, which is referred to herein as the “Development Agreement”, is entered into as of the _____ day of _____, 2013, by and between Eagle Mountain City, a Utah Municipal Corporation (the “City”) and Eagle Mountain Holdings, LLC, a Utah limited liability company (“Developer”).

This Development Agreement is made with reference to the following facts:

The Developer is the owner of the private land designated on Exhibit 1, which is the subdivision plats for Meadow Ranch V - Plat 1 and Meadow Ranch V - Plat 2 (the “Project”).

The Developer and the City have engaged in joint development planning for the Project.

The Developer will make investments in the construction of on-site infrastructure for the Project, which infrastructure will be dedicated to the City.

Eagle Mountain City Planning Commission and City Council have approved the subdivision plats for Project which are attached as Exhibit 1 (the “Subdivision Plats”). The City and the Developer wish to preserve and to define specifically the rights and responsibilities of each party with this Development Agreement.

The parties desire to assure fair and equitable treatment for the Developer and the City in the terms and conditions of this Agreement.

Now, therefore, in consideration of the approval of the Subdivision Plat by the City and the following mutual promises, the parties agree as follows:

1. Definitions.

1.1 City’s Development Code means the “Eagle Mountain Development Code”, the Planning and Zoning Code of the City, adopted by the City pursuant to the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 *et. seq.*

1.2 City’s General Plan means the General Plan as defined in Utah Code Ann. §10-9a-103(13).

2. Rights and Responsibilities of Parties.

2.1 Developer has received in writing the requirements of the City for public works, utilities and other infrastructure improvements (“Infrastructure Improvements”) that are required as a condition of approval for the Project, which requirements are set forth in Exhibit 2, attached hereto and incorporated herein.

2.2 The Developer will dedicate or cause to be dedicated to the City all roads, trails, parks, storm drainage and other Infrastructure Improvements that are required to be provided by the Developer for the Project, without reimbursement by the City to the Developer and as a condition of development approval. Dedication of the land for the Infrastructure Improvements shall occur at recordation of the Subdivision Plats and all of the Infrastructure Improvements must be completed and accepted by the City within one year of the recordation of the Subdivision Plats.

2.3 The Developer shall execute and record the approved Declaration of Covenants, Conditions and Restrictions (Exhibit 4) for the entire plat which include the City as a party for the enforcement of architectural guidelines for construction of homes and which establishes a homeowner’s association responsible for the maintenance of the open space and park areas.

2.4 To the maximum extent permissible under the law, it is the intent both of the City and the Developer that subject to the full compliance of the Developer with all conditions, standards and/or requirements of development described more specifically in the Development Code and on Exhibit 2, including dedication of water rights for the Project and payment by Developer (or its successors or assigns) of all applicable impact fees and connection fees, the execution of this Development Agreement grants and vests in Developer all rights, consistent with the City’s General Plan, the City’s Development Codes, Parks Master Plan and other specific plans, ordinances and plans generally applicable throughout the City, to develop Developer’s property as approved in the Subdivision Plats.

2.5 The Infrastructure Improvements and land areas depicted on the Subdivision Plat for public use, which include roads, storm drainage and detention areas and facilities shall be dedicated to the City and shall be completed as defined in Exhibit 2 and maintained for the warranty period required by the Development Code after the completion of the improvement by the Developer. Developer shall comply with all bonding requirements of the City, and the improvement security held by the City shall not be fully released until the Developer has demonstrated to the satisfaction of the City that all public improvements of every kind required to be improved and maintained by the Developer have been completed and maintained through the warranty period and as otherwise required by this Agreement. Partial releases may be approved upon recommendation of the City Engineer under the provisions of the Development Code and the Ordinance controlling authorization for such releases.

2.6 Special Conditions. Developer is required to improve a public park on City owned land in compliance with the approved Park Plans, attached as Exhibit 3. Developer agrees to spend a minimum of \$109,595.00 on the park improvements, which amounts must be verified and approved by City staff. The park shall be completed prior to Developer recording subdivision plats for Meadow Ranch V – Plat 3 or Meadow Ranch V – Plat 4.

3. General Provisions.

3.1 Authority. The parties to this Development Agreement each warrant that they have all of the necessary authority to execute this Development Agreement.

3.2 Time Is Of The Essence. Time is of the essence to this Development Agreement and every right or responsibility shall be performed within the times specified.

3.3 Developer's Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

3.4 City's Remedies Upon Default. In addition to the remedies set forth herein, including, but not limited to, enforcement and use of any improvement or warranty bonds, upon default of any terms or conditions of this Agreement, City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with the terms and conditions of this Agreement.

3.5 Non-Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

3.6 Severability. If any provision of this Development Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Development Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Development Agreement shall remain in full force and affect.

3.7 No Joint Venture/No Third Party Beneficiaries. This Development Agreement does not create a joint venture relationship, partnership, or agency relationship between the City and Owner. Further, the parties do not intend this Development Agreement to create any third-party beneficiary rights. The parties acknowledge that this Development Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to Owner's properties unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's. Owner shall have the full and exclusive control of all of Developer's properties.

3.8 Entire Agreement. This Development Agreement is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

3.9 Applicable Law. This Development Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.10 Venue. Any action to enforce this Development Agreement shall be brought only in the Fourth District Court for the State of Utah.

3.11 Notices. All notices required or permitted under this Development Agreement shall be given in writing by certified mail and regular mail to the following address:

To the City:

Eagle Mountain City, Utah

1680 E. Heritage Drive
Eagle Mountain, Utah 84043

To the Developer:

Eagle Mountain Links, LLC
4128 E Clubhouse Lane
Eagle Mountain, Utah 84043

The addresses for notice may be modified by either party or their successors by written notice to the other party.

MADE AND ENTERED into as of the date and year first written above.

Developer:

Eagle Mountain Holdings, LLC

The City:

Eagle Mountain City, Utah

By: _____
Mark Brennan, Vice President

By: _____
Heather Jackson, Mayor

Attest:

Approved as to form and legality:

Fionnuala Kofoed, City Recorder

J. Jeremy Cook, City Counsel

EXHIBIT 1
SUBDIVISION PLAT

MEADOW RANCH V PLAT 1

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

SURVEYORS CERTIFICATE

I, Craig Ahrens, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate number 270814 as prescribed under the laws of the State of Utah. I further certify by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets and open spaces and the same has been correctly depicted on this plat.



BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 00°13'53" WEST AND 1558.86 FEET ALONG THE SECTION LINE AND NORTH 89°46'07" WEST 1310.88 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING:

THENCE SOUTH 64°28'09" WEST 48.69 FEET; THENCE SOUTH 60°31'18" WEST 482.15 FEET, THENCE SOUTH 85°17'35" WEST 275.51 FEET; THENCE NORTHERLY 40.64 FEET ALONG THE ARC OF A 950.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 03°28'52" WEST 40.64 FEET, THROUGH A CENTRAL ANGLE OF 02°27'04"; THENCE SOUTH 87°44'40" WEST 289.71 FEET; THENCE SOUTH 89°12'35" WEST 20.00 FEET; THENCE NORTH 89°33'12" WEST 281.00 FEET; THENCE NORTH 00°26'48" EAST 430.00 FEET; THENCE SOUTH 89°33'12" EAST 640.00 FEET; THENCE NORTH 53°03'51" EAST 85.01 FEET; THENCE SOUTH 33°42'26" EAST 124.20 FEET; THENCE NORTH 59°31'37" EAST 231.73 FEET; THENCE SOUTH 30°28'23" EAST 0.96 FEET; THENCE NORTH 59°31'37" EAST 173.73 FEET; THENCE SOUTH 31°26'13" EAST 126.02 FEET; THENCE SOUTH 40°59'32" EAST 101.94 FEET; THENCE SOUTH 25°31'51" EAST 158.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 533,723 SQUARE FEET, 12.25 ACRES.

OWNERS DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyor's certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

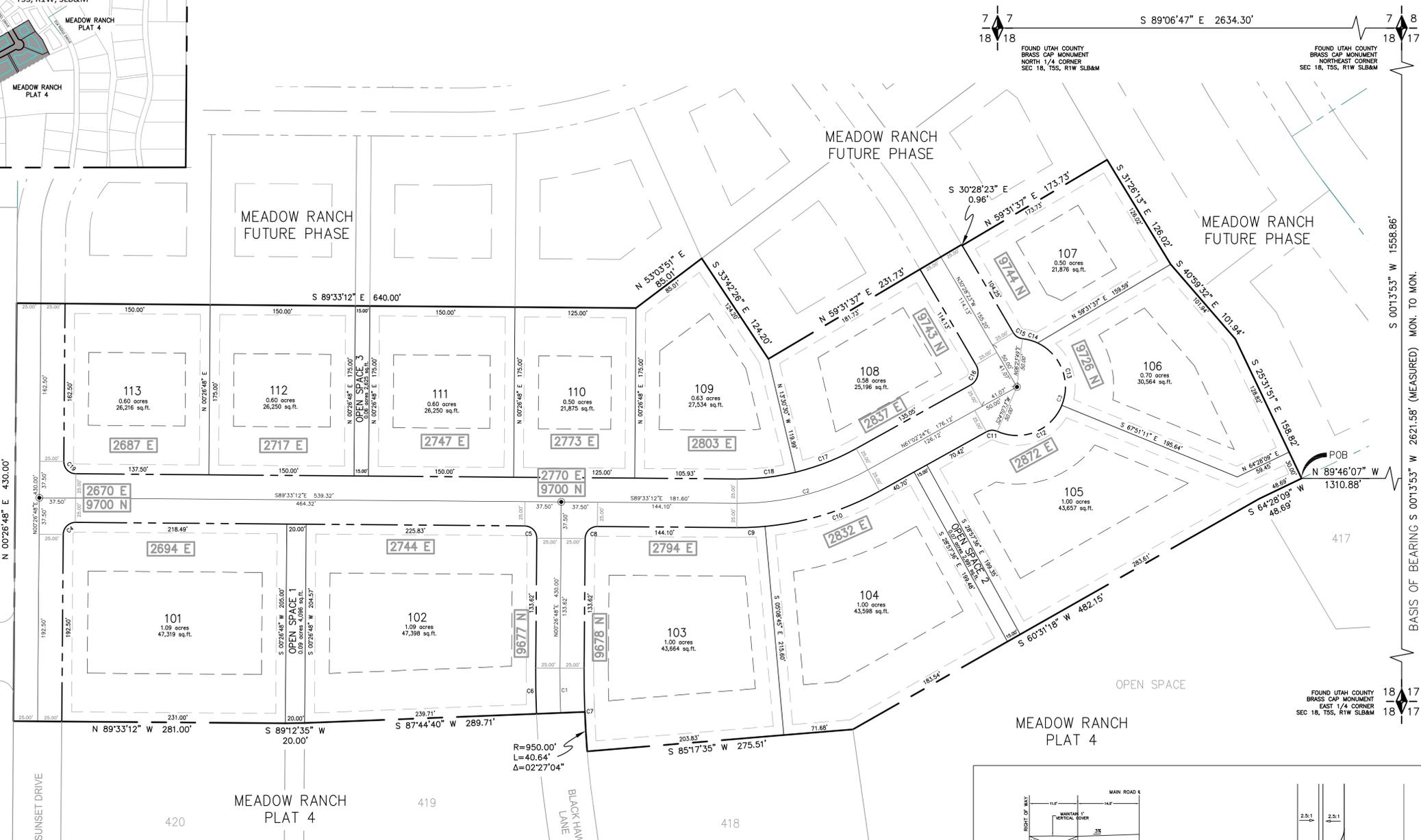
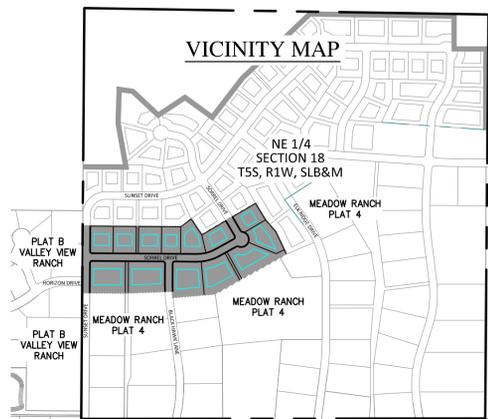
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF UTAH } s.s.

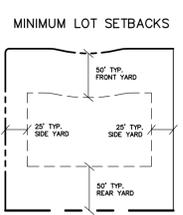
On the _____ day of _____, 2013 personally appeared before me, the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES _____

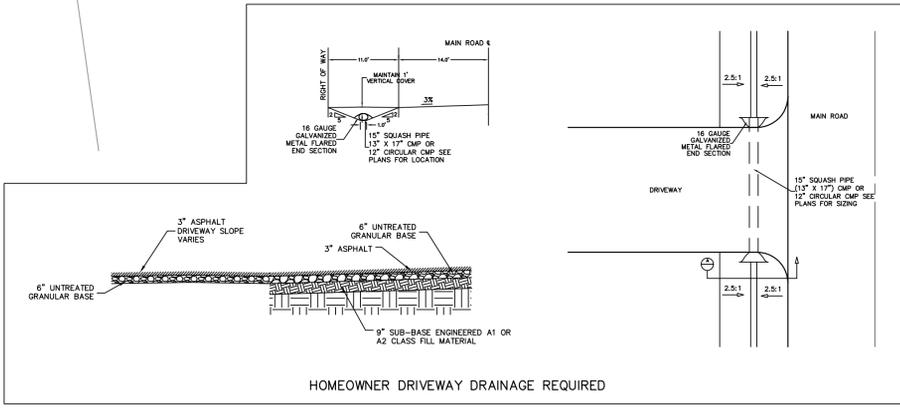
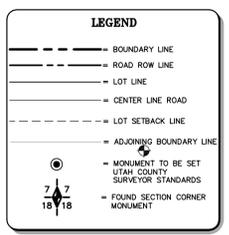
Notary Public
Residing in _____



MEADOW RANCH 5 PLAT 1	
Total Acreage	12.25 Ac.
Total Acreage of Lots	9.90 Ac.
Total Open Space	0.22 Ac.
Total Improved Open Space	0.00
Average Lot Size	33,183 Sq. Ft. / 0.76 Ac.
Largest Lot Size	1.09 Ac.
Smallest Lot Size	0.50 Ac.
Overall Density	0.94 Lots Per Acre
Total Number of Lots	13



CURVE	RADIUS	LENGTH	DELTA
C1	875.00'	145.99'	02°47'02"
C2	275.00'	141.14'	29°24'24"
C3	50.00'	172.59'	197°48'24"
C4	12.50'	19.64'	90°00'00"
C5	12.50'	19.64'	90°00'00"
C6	1000.00'	47.16'	02°42'07"
C7	950.00'	85.44'	05°09'12"
C8	12.50'	19.64'	90°00'00"
C9	300.00'	29.28'	05°35'33"
C10	300.00'	124.69'	23°48'51"
C11	12.50'	11.59'	53°07'48"
C12	50.00'	80.31'	92°01'24"
C13	50.00'	75.94'	87°01'00"
C14	50.00'	16.35'	18°43'59"
C15	12.50'	11.59'	53°07'48"
C16	15.00'	23.94'	91°30'47"
C17	250.00'	67.42'	15°27'05"
C18	250.00'	60.89'	13°57'18"
C19	12.50'	19.64'	90°00'00"



PSOMAS
4179 S. Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

ACCEPTANCE BY LEGISLATIVE BODY
THE EAGLE MOUNTAIN CITY, COUNTY OF UTAH APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES AND FOR THE PERPETUAL USE OF THE PUBLIC.
THIS _____ DAY OF _____ A.D., 2013
MAYOR OF EAGLE MOUNTAIN
APPROVED _____ 2007 ATTEST _____
CLERK-RECORDER

CITY ATTORNEY
APPROVED THIS _____ DAY OF _____ A.D., 2013
BY THE _____ CITY ATTORNEY

CITY ATTORNEY

CITY ENGINEER
APPROVED THIS _____ DAY OF _____ A.D., 2013
BY THE _____ CITY ENGINEER

CITY ENGINEER

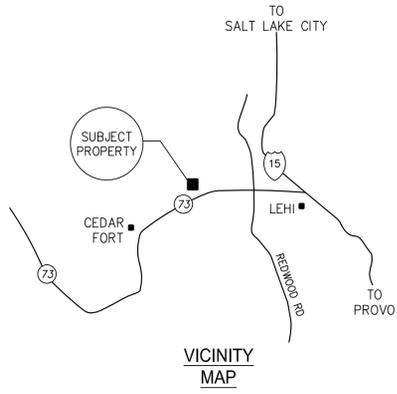
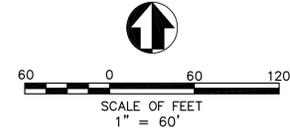
UTAH COUNTY RECORDER
NO. _____ BOOK _____ PAGE _____ DATE _____
A.D., 2013
STATE OF UTAH, COUNTY OF UTAH, TIME _____ FEE _____
RECORDED AND FILE AT THE REQUEST OF _____

COUNTY RECORDER

SURVEYORS STAMP
NOTARY PUBLIC SEAL
CITY ENGINEERS SEAL
CLERK-RECORDER SEAL

MEADOW RANCH V PLAT 2

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN



SURVEYORS CERTIFICATE

I, Brian Arnold, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate number 187007 as prescribed under the laws of the State of Utah. I further certify by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets and open spaces and the same has been correctly depicted on this plat.

Brian D. Arnold PLS #187007

Date

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°06'47" EAST 1464.64 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 46°32'56" WEST 612.06 FEET; THENCE SOUTH 37°41'16" WEST 457.75 FEET; THENCE SOUTH 52°18'44" EAST 250.00 FEET; THENCE SOUTH 37°41'16" WEST 88.77 FEET; THENCE SOUTHWESTERLY 2.58 FEET ALONG THE ARC OF A 550.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 37°49'20" WEST 2.58 FEET, THROUGH A CENTRAL ANGLE OF 00°16'07"; THENCE SOUTH 52°18'44" EAST 220.79 FEET; THENCE SOUTH 30°17'49" EAST 116.52 FEET; THENCE SOUTH 59°31'37" WEST 173.73 FEET; THENCE NORTH 30°28'23" WEST 0.96 FEET; THENCE SOUTH 59°31'37" WEST 231.73 FEET; THENCE NORTH 33°42'26" WEST 124.20 FEET; THENCE SOUTH 53°03'51" WEST 85.01 FEET; THENCE NORTH 89°33'12" WEST 640.00 FEET; THENCE NORTH 00°26'48" EAST 1414.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,449,804 SQUARE FEET, 33.283 ACRES.

OWNERS DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyor's certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

CORPORATE ACKNOWLEDGMENT

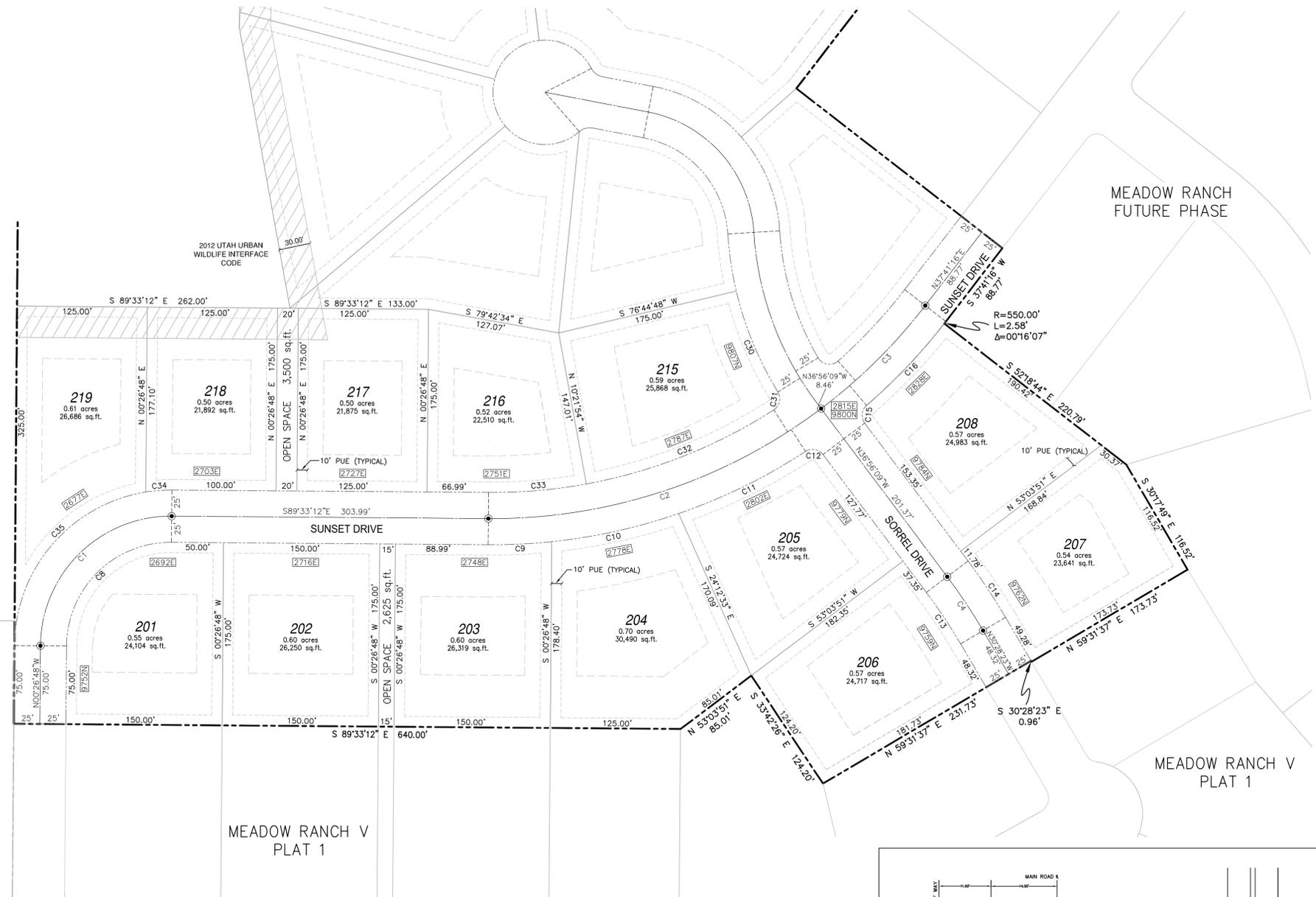
STATE OF UTAH } S.S.
COUNTY OF UTAH

On the _____ day of _____, 2013 personally appeared before me, the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES _____

Notary Public
Residing in _____

CURVE	RADIUS	LENGTH	DELTA
C1	125.00'	196.35'	90°00'00"
C2	525.00'	342.53'	37°22'57"
C3	525.00'	140.89'	15°22'35"
C4	550.00'	62.04'	06°27'46"
C8	100.00'	157.08'	90°00'00"
C9	550.00'	61.14'	06°22'08"
C10	550.00'	125.00'	13°01'18"
C11	550.00'	136.01'	14°10'09"
C12	12.50'	18.80'	86°10'39"
C13	525.00'	59.22'	06°27'46"
C14	575.00'	64.86'	06°27'46"
C15	12.50'	18.80'	86°10'39"
C16	550.00'	108.33'	11°17'07"
C30	325.00'	105.04'	18°31'03"
C31	12.50'	19.44'	89°05'07"
C32	500.00'	194.78'	22°19'14"
C33	500.00'	94.35'	10°48'42"
C34	150.00'	25.12'	09°35'39"
C35	150.00'	210.50'	80°24'21"

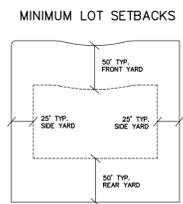


PLAT B
VALLEY VIEW
RANCH

MEADOW RANCH V
PLAT 1

MEADOW RANCH V
PLAT 1

MEADOW RANCH V PLAT 2	
Total Acreage	33.28 Ac.
Total Acreage of Lots	12.84 Ac.
Total Open Space	18.18 Ac.
Total Improved Open Space	0.00 Ac.
Acreage Lot Size	29,431 Sq Ft./0.68 Ac.
Largest Lot Size	1.33 Ac.
Smallest Lot Size	0.50 Ac.
Overall Density	1.75 Lots Per Acre
Total Number of Lots	19



LEGEND

--- = BOUNDARY LINE

--- = ROAD ROW LINE

--- = LOT LINE

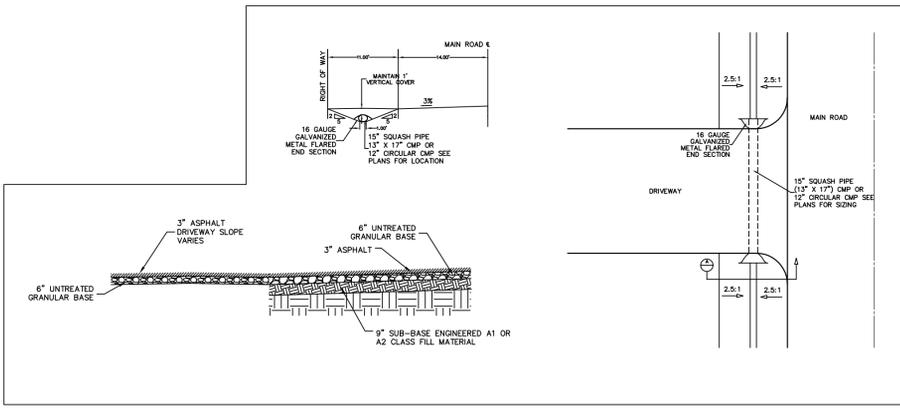
--- = CENTER LINE ROAD

--- = LOT SETBACK LINE

--- = ADJOINING BOUNDARY LINE

● = MONUMENT TO BE SET
UTAH COUNTY
SURVEYOR STANDARDS

○ = FOUND SECTION CORNER
MONUMENT



ACCEPTANCE BY LEGISLATIVE BODY

THE EAGLE MOUNTAIN CITY, COUNTY OF UTAH APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES AND FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____ A.D., 2013

MAYOR OF EAGLE MOUNTAIN

APPROVED _____ 2007 ATTEST _____
CLERK-RECORDER

CITY ATTORNEY

APPROVED THIS _____ DAY OF _____ A.D., 2013

BY THE _____ CITY ATTORNEY

CITY ATTORNEY

CITY ENGINEER

APPROVED THIS _____ DAY OF _____ A.D., 2013

BY THE _____ CITY ENGINEER

CITY ENGINEER

UTAH COUNTY RECORDER

NO. _____ BOOK _____ PAGE _____ DATE _____

A.D., 2013

STATE OF UTAH, COUNTY OF UTAH, TIME _____ FEE _____

RECORDED AND FILE AT THE REQUEST OF _____

COUNTY RECORDER

SURVEYORS STAMP 	NOTARY PUBLIC SEAL	CITY ENGINEERS SEAL	CLERK-RECORDER SEAL
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PSOMAS
4179 S. Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

MEADOW RANCH V PLAT 2

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 18,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

58:022:0022
UNITED STATES OF
AMERICA

FOUND UTAH COUNTY
BRASS CAP MONUMENT
NORTH 1/4 CORNER
SEC 18, T5S, R1W SLB&M

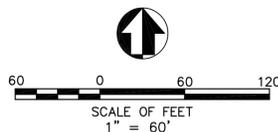
FOUND UTAH COUNTY
BRASS CAP MONUMENT
NORTHEAST CORNER
SEC 18, T5S, R1W SLB&M

7
18

7
18

POINT OF BEGINNING

S 89°06'47" E 1464.64'
SECTION LINE



OPEN SPACE
18.07 acres
787,343 sq.ft.

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C5	300.00'	175.10'	33°26'28"
C6	125.00'	165.16'	75°42'19"
C7	50.00'	247.87'	284°02'25"
C17	500.00'	93.84'	10°45'12"
C18	12.50'	22.11'	101°19'24"
C19	275.00'	128.35'	26°44'27"
C20	150.00'	98.86'	37°45'46"
C21	150.00'	99.33'	37°56'33"
C22	15.00'	13.62'	52°01'12"
C23	50.00'	60.57'	69°24'21"
C24	50.00'	60.00'	68°45'18"
C25	50.00'	47.84'	54°49'24"
C26	50.00'	79.46'	91°03'22"
C27	15.00'	13.62'	52°01'12"
C28	100.00'	132.13'	75°42'19"
C29	325.00'	55.36'	09°45'32"

58:033:0032
UTAH STATE DEPT.
OF NATURAL
RESOURCES

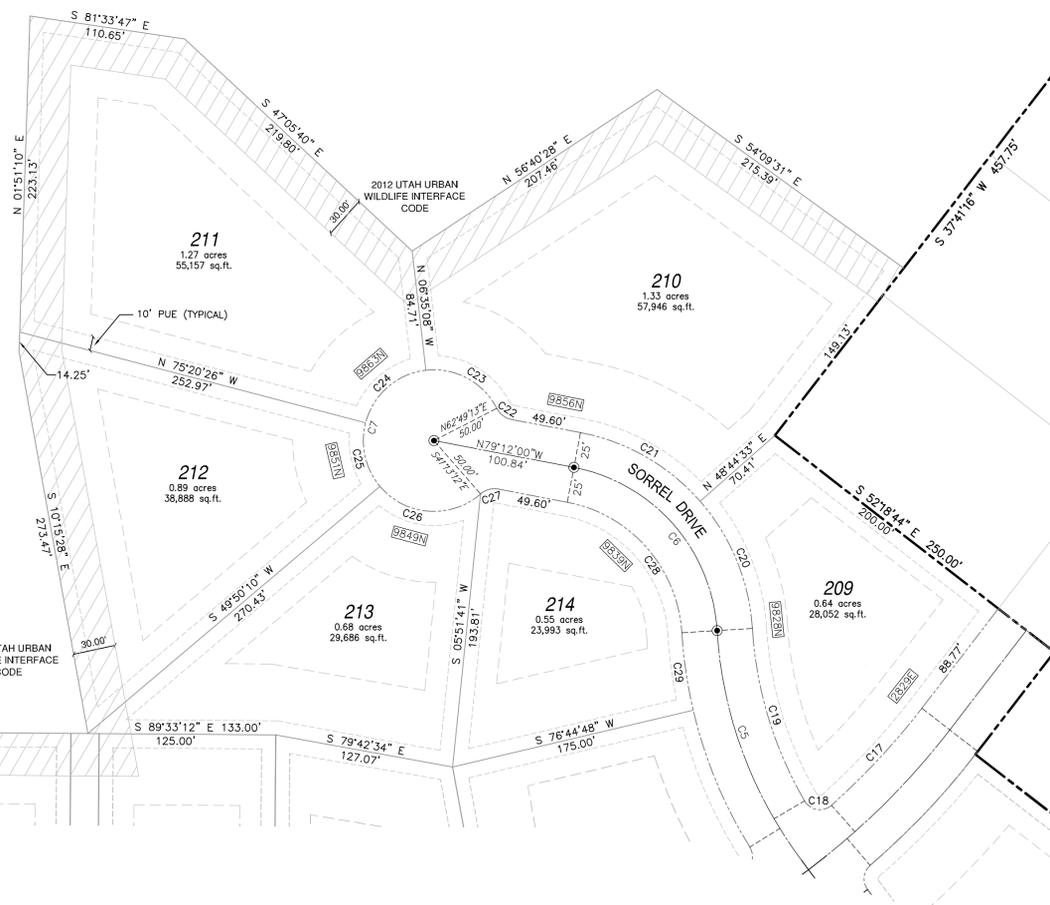
MEADOW RANCH
FUTURE PHASE

S 00°13'53" W 2621.58 (MEASURED)
BASIS OF BEARING

N 01°51'10" E 223.13'
N 00°25'48" E 1414.17'

7
18

FOUND UTAH COUNTY
BRASS CAP MONUMENT
EAST 1/4 CORNER
SEC 18, T5S, R1W SLB&M



LEGEND

- = BOUNDARY LINE
- = ROAD ROW LINE
- = LOT LINE
- = CENTER LINE ROAD
- = LOT SETBACK LINE
- = ADJOINING BOUNDARY LINE
- = MONUMENT TO BE SET UTAH COUNTY SURVEYOR STANDARDS
- = FOUND SECTION CORNER MONUMENT

PSOMAS

4179 S. Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

EXHIBIT 2

CITY ENGINEERS BONDING REQUIREMENTS



Engineering Division
2545 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, November 14, 2013

Mayor Heather Anne Jackson
 Eagle Mountain City
 1650 East Stage Coach Run
 Eagle Mountain, Utah 84005

Subject: Meadow Ranch 5 plat 1 Bond Letter Requirements

Dear Mayor Jackson:

I have reviewed the improvement requirements for **Meadow Ranch plat 1** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	SITE PREP.				
a	Mobilization	1	LS	\$5,000.00	\$5,000.00
b	Site clear & grub	1	LS	\$10,000.00	\$10,000.00
c	Site Excavation	3100	YD	\$5.00	\$15,500.00
2	ROADWAY IMPROVEMENTS				
a	3 inch Surface Course	53765	SF	\$1.20	\$64,518.00
b	6 inch Roadbase	53765	SF	\$1.05	\$56,453.25
c	9 inch sub-base(e-fill)	53765	SF	\$0.95	\$51,076.75
3	CULINARY WATER				
a	8 inch Water Main C-900	1822	LF	\$35.00	\$63,770.00
b	8 inch Gate Valve	6	EA	\$2,500.00	\$15,000.00
c	8x8x8 Tee	2	EA	\$3,500.00	\$7,000.00
d	8" bends	3	EA	\$1,250.00	\$3,750.00
e	Fire Hydrant w/valve	5	EA	\$4,500.00	\$22,500.00
g	3/4 inch Water Service w/meter box	13	EA	\$800.00	\$10,400.00
4	SEWER				
a	8" Sewer Pipe main	1526	LF	\$35.00	\$53,410.00
b	60" Sewer Manholes	2	EA	\$3,500.00	\$7,000.00
c	48" Sewer Manholes	5	EA	\$2,850.00	\$14,250.00
d	4 inch Sewer Service	13	EA	\$1,000.00	\$13,000.00
5	STORM DRAIN				
a	Precast out fall structure	4	EA	\$2,500.00	\$10,000.00
b	15 inch Pipe	60	LF	\$55.00	\$3,300.00
6	MISC.				
a	No parking signs	7	EA	\$500.00	\$3,500.00

b	Silt Fence	3644	LF	\$5.00	\$18,220.00
	TOTAL CONSTRUCTION COST				\$447,648.00
	10% Bond Coverage				\$44,764.80
TOTAL BOND AMOUNT:					\$492,412.80

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$492,412.80**. The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

Christopher T. Trusty, P.E.
Public Works Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder



Engineering Division
2545 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, November 14, 2013

Mayor Heather Anne Jackson
 Eagle Mountain City
 1650 East Stage Coach Run
 Eagle Mountain, Utah 84005

Subject: **Meadow Ranch 5 plat 2** Bond Letter Requirements

Dear Mayor Jackson:

I have reviewed the improvement requirements for **Meadow Ranch plat 2** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	SITE PREP.				
a	Mobilization	1	LS	\$5,000.00	\$5,000.00
b	Site clear & grub	1	LS	\$10,000.00	\$10,000.00
c	Site Excavation	9457	YD	\$5.00	\$47,285.00
2	ROADWAY IMPROVEMENTS				
a	3 inch Surface Course	56925	SF	\$1.20	\$68,310.00
b	6 inch Roadbase	56925	SF	\$1.05	\$59,771.25
c	9 inch sub-base(e-fill)	56925	SF	\$0.95	\$54,078.75
3	CULINARY WATER				
a	8 inch Water Main C-900	1900	LF	\$35.00	\$66,500.00
b	8 inch Gate Valve	7	EA	\$2,500.00	\$17,500.00
c	8' cross	1	EA	\$3,500.00	\$3,500.00
d	8" bends	14	EA	\$1,250.00	\$17,500.00
e	Fire Hydrant w/valve	4	EA	\$4,500.00	\$18,000.00
g	3/4 inch Water Service w/meter box	19	EA	\$800.00	\$15,200.00
4	SEWER				
a	8" Sewer Pipe main	2170	LF	\$35.00	\$75,950.00
b	60" Sewer Manholes	1	EA	\$3,500.00	\$3,500.00
c	48" Sewer Manholes	17	EA	\$2,850.00	\$48,450.00
d	4 inch Sewer Service	19	EA	\$1,000.00	\$19,000.00
5	STORM DRAIN				
a	Precast out fall structure	2	EA	\$2,500.00	\$5,000.00
b	15 inch Pipe	30	LF	\$55.00	\$1,650.00
6	MISC.				
a	No parking signs	9	EA	\$500.00	\$4,500.00

b	Silt Fence	1900	LF	\$5.00	\$9,500.00
c	Rock wall	150	LF	\$25.00	\$3,750.00
	TOTAL CONSTRUCTION COST				\$553,945
	10% Bond Coverage				\$55,394.50
TOTAL BOND AMOUNT:					\$609,339.50

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$609,339.50**. The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

Christopher T. Trusty, P.E.
Public Works Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

EXHIBIT 3
PARK PLANS

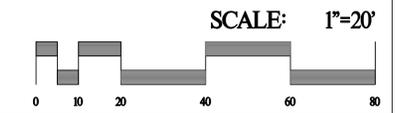
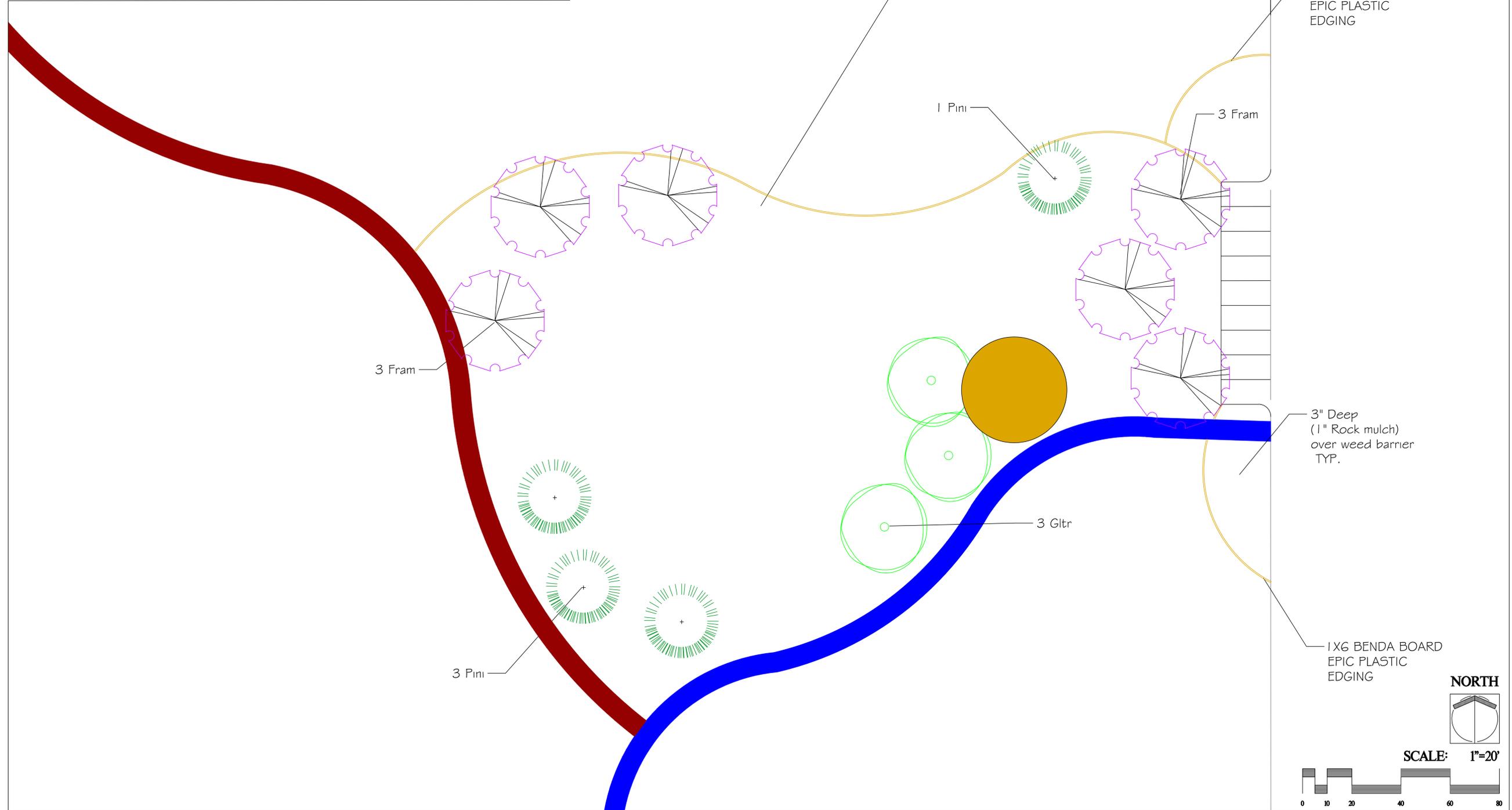
Meadow Ranch Park Plant Schedule

Broadleaf Deciduous Trees

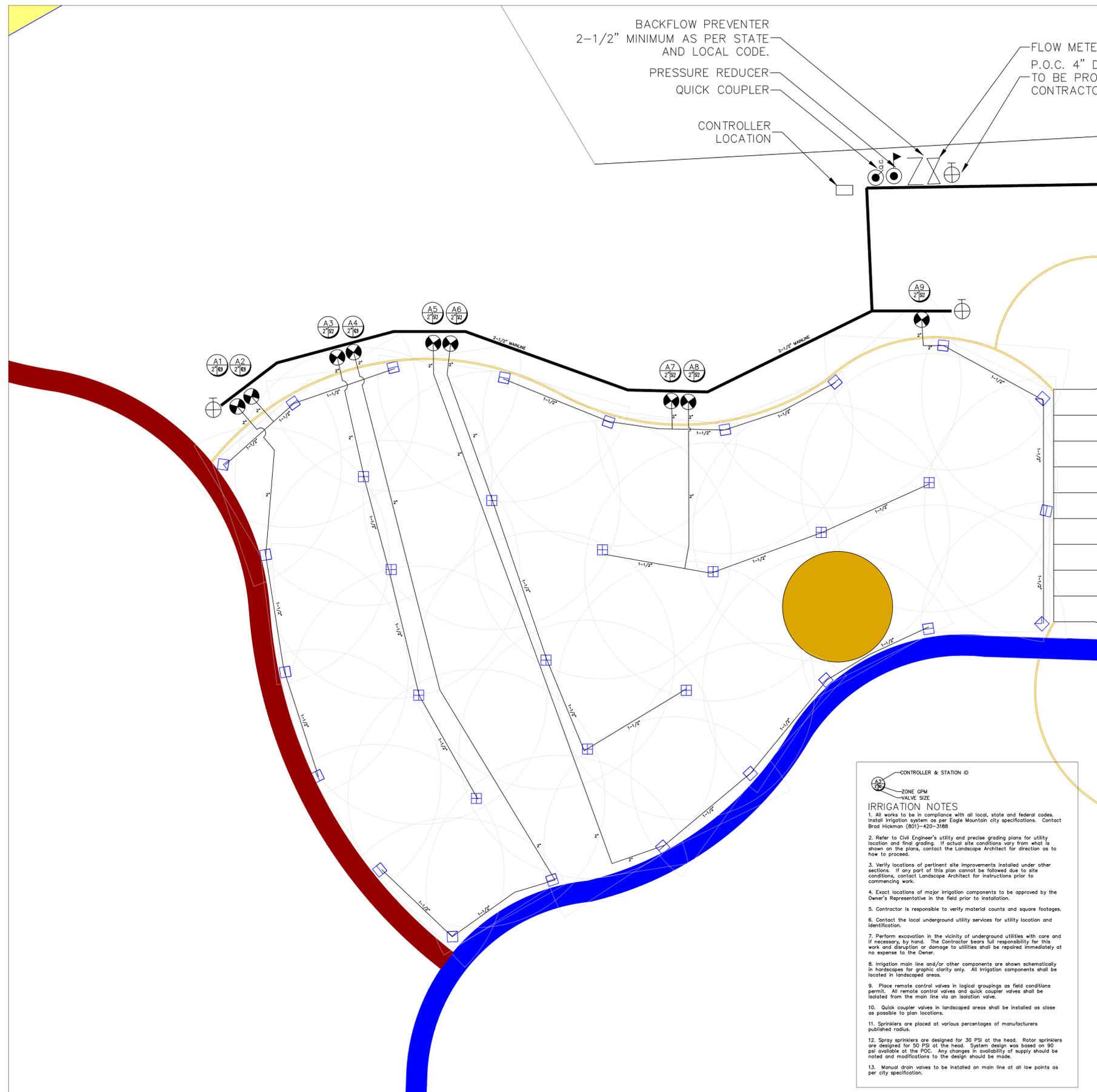
Code Name	Symbol	Scientific Name	Common Name	Planting Size	Mature Plant Size
Fram		Fraxinus americana	Autumn Purple Ash	2"-Cal	H 45' W 40'
Gltr		Gleditsia triacanthos "Shademaster"	Shademaster Honeylocust	2"-Cal	H 45' W 35'

Evergreen Trees

Code Name	Symbol	Scientific Name	Common Name	Planting Size	Mature Plant Size
Pini		Pinus nigra	Austrian Pine	8'-10'	H 50' W 30'



DATE	
REVISION DESCRIPTION	
NO.	
NOT FOR CONSTRUCTION <small>These drawings are for informational purposes only and are not to be used for construction without the written approval of the designer.</small>	
PRELIM	JS
SUBMITTAL	JS
DRAWN BY:	JS
CHECKED BY:	JS
APPROVED BY:	JS
RELEASE:	Oct 2013
PLOT DATE:	10/21/13
Ames Construction, Inc. <small>3737 WEST 2100 SOUTH WEST VALLEY CITY, UTAH 84120 801-977-8012 PROJECT NUMBER: 8EM1010200</small>	
MEADOW RANCH PHASE 1 EAGLE MOUNTAIN, UTAH LANDSCAPE PLANTING PLAN	
L2.0	



Irrigation Pipe Table

Symbol	Pipe
	2.5" Schedule 40 PVC Pipe (MAIN LINE PIPE)
	Schedule 40 PVC Pipe Size as per plan (LATERAL LINE PIPE)

Irrigation Equipment Table

Symbol	Equipment
	2" RAINBIRD Flow Sensor and Transmitter
	RAINBIRD 44-LRC Quick Couple Valve
	2" Pressure Regulator
	2"-2.5" Manual Valve
	3" Backflow Preventor with lockable box
	RAINBIRD 200-GB-R Master Valve
	RAINBIRD GB-R-PRS Dial Zone Valves (SIZE PER PLAN)
	RAINBIRD LXD 24 Controller with Pedestal (LXMPED)

Irrigation Head Table

Symbol	Equipment
	RAINBIRD 6504 F4-FC-SS (50psi-16 Nozzle)
	RAINBIRD 6504 F4-PC-SS (50psi-16 Nozzle)

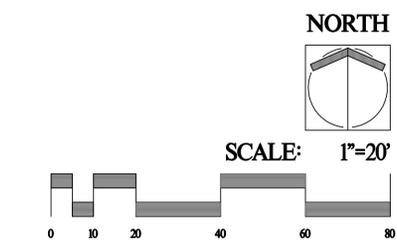
CONTROLLER & STATION ID

ZONE GPM

VALVE SIZE

IRRIGATION NOTES

- All works to be in compliance with all local, state and federal codes. Install irrigation system as per Eagle Mountain city specifications. Contact Brad Hickman (801) 420-3188.
- Refer to Civil Engineer's utility and precise grading plans for utility location and final grading. If actual site conditions vary from what is shown on the plans, contact the Landscape Architect for direction as to how to proceed.
- Verify locations of pertinent site improvements installed under other sections. If any part of this plan cannot be followed due to site conditions, contact Landscape Architect for instructions prior to commencing work.
- Exact locations of major irrigation components to be approved by the Owner's Representative in the field prior to installation.
- Contractor is responsible to verify material counts and square footages.
- Contact the local underground utility services for utility location and identification.
- Perform excavation in the vicinity of underground utilities with care and if necessary, by hand. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to the Owner.
- Irrigation main line and/or other components are shown schematically in hardcopies for graphic clarity only. All irrigation components shall be located in landscaped areas.
- Place remote control valves in logical groupings as field conditions permit. All remote control valves and quick coupler valves shall be isolated from the main line via an isolation valve.
- Quick coupler valves in landscaped areas shall be installed as close as possible to plan locations.
- Sprinklers are placed at various percentages of manufacturers published radius.
- Spray sprinklers are designed for 30 PSI at the head. Rotor sprinklers are designed for 50 PSI at the head. System design was based on 90 psi available at the P.O.C. Any changes in availability of supply should be noted and modifications to the design should be made.
- Manual drain valves to be installed on main line at all low points as per city specification.



NO.	REVISION DESCRIPTION	DATE

NOT FOR CONSTRUCTION
THIS DRAWING IS THE PROPERTY OF JAYSEN SELLEY ARCHITECTS
IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED
AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF JAYSEN SELLEY ARCHITECTS

PRELIM	DATE
JS	10/21/13

Ames Construction, Inc.
3737 WEST 2100 SOUTH
WEST VALLEY CITY,
UTAH 84120
801-977-8012
PROJECT NUMBER: BEM1010200

STATE OF UTAH
Jaysen Selley
285992-5301
LICENSED LANDSCAPE ARCHITECT

MEADOW RANCH
PHASE 1
EAGLE MOUNTAIN, UTAH
LANDSCAPE IRRIGATION PLAN

L3.0

EXHIBIT 4

COVENANTS, CONDITIONS & RESTRICTIONS

Mail copy to:
Monte Kingston
4128 E. Clubhouse Lane
Eagle Mountain, Utah 84005

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

MEADOW RANCH V - PLAT 1 & 2

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS is made this ____ day of _____, 2013, by Eagle Mountain Links, LLC, hereinafter referred to as “Declarant.”

WHEREAS Meadow Ranch V is an area of unique natural beauty, featuring distinctive terrain; and

WHEREAS by subjecting Meadow Ranch V to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on those portions of Meadow Ranch, subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein; and

WHEREAS this Declaration shall apply to the lands described on Exhibit A hereto and to such additional lands as may be hereafter subject to this Declaration in the manner set forth below in ARTICLE 2.

NOW, THEREFORE, Declarant hereby declares that Meadow Ranch V is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform Covenants, Conditions, Restrictions and Equitable Servitude. That said Covenants, Conditions, Restrictions and Equitable Servitude are in furtherance of, and the same shall constitute, a general plan for the ownership, improvement, sale, use and occupancy of Meadow Ranch V and that they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Declaration shall run with the real property described on Exhibit A and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each owner and its successors in interest.

This Declaration shall be recorded and may be enforced as provided for herein.

ARTICLE 1.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

Section 1.01. **“Design Review Committee”** means during the period of Declarant Control an individual or committee appointed by Declarant to perform the functions of the Design Review Committee prescribed by this Declaration. After the period of Declarant Control the Owners, may appoint a Design Review Committee.

Section 1.02. “**Design Review Committee Rules**” shall mean the rules adopted by the Design Review Committee .

Section 1.03. “**Beneficiary**” shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title-retaining contract, as the case may be.

Section 1.04. “**Declarant**” shall mean Eagle Mountain Links, LLC. In the event that less than 75% of the Lots have been sold, Eagle Mountain Links, LLC, has the right to convey its status as declarant to a third party to which it conveys its lots by an amendment to this declaration.

Section 1.05. “**Deed of Trust**” shall mean a mortgage, a deed of trust, or a title-retaining contract, as the case may be, granted on a Lot to secure the payment of a debt.

Section 1.06. “**Improvement**” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.07. “**Meadow Ranch V**” shall mean Meadow Ranch V Subdivision.

Section 1.08. “**Lot**” shall mean any unit of land that is designated on any recorded Subdivision Plat of Meadow Ranch V whether or not improved.

Section 1.09. “**Mortgage**” shall mean any mortgage, deed of trust, or title retaining contract granted on a Lot to secure the payment of a debt.

Section 1.10. “**Exterior Materials**” shall mean stone, rock, stucco, backer-board, or wood siding, finished lumber, brick, or other similar materials but shall not mean cinder block, concrete block, aluminum siding, or vinyl siding. Exterior residence materials shall be of a noncombustible material. The Design Review Committee shall determine which Exterior Materials are acceptable for use in Meadow Ranch V.

Section 1.11. “**Notice and Hearing**” shall mean ten (10) days written notice given and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

Section 1.12. “**Owner**” shall mean (1) the person or persons, including Declarant and, holding among them the complete and 100% fee simple interest in a Lot or, as the case may be, (2) the person or persons who purchase among them the complete and 100% fee simple interest in a Lot under an executory contract sale. “Lot Owner” means Owner or owner of an undivided less than 100% interest in a Lot.

Section 1.13. “**Person**” shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.14. “**Plans and Specifications**” shall mean any and all documents designed to guide or control the construction, or alterations, or improvements, or other proposal in question, including but not limited to documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

Section 1.15. “**Record, Recorded, and Recordation**” shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Utah County.

Section 1.16. “**Subdivision**” shall mean a parcel of land, which has been shown on a final and recorded subdivision plat consisting of two or more lots.

Section 1.17. “**Declaration**” shall mean this instrument as it may be amended from time to time.

Section 1.18. “**Period of Declarant’s Control**” shall mean a period from (i) the expiration of one hundred and twenty (120) days after fee titles to seventy-five percent (75%) of the Lots contained in the Project have been conveyed by Declarant to purchasers; or (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a Lot..

Section 1.19. “**One Acre Lot**” shall mean a building lot that is 43,560 square feet or larger in size.

Section 1.20. “**One Half Acre Lot**” shall mean a building lot that is less than 43,560 square feet and greater than 19,500 square feet in size.

ARTICLE 2.

SUBJECTION OF LAND TO THIS DECLARATION

Section 2.01. Declarant may at any time and from time to time subject additional Real Property to the provisions of this Declaration in accordance with the procedures set out in this ARTICLE 2. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitude’s contained in this Declaration shall apply to such additional Real Property in the same manner as to the Real Property originally subject to this Declaration and thereafter, the rights, privileges, duties and liabilities of all persons subject to this Declaration shall be the same with respect to all additional Real Property, as with respect to all additional Real Property, as with respect to the property originally covered by this Declaration.

The Notice of Addition of Real Property referred to herein above shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the entry or book and page numbers wherein this Declaration is recorded.
- (b) A statement that the provisions of this Declaration shall apply to the additional Real Property as set forth herein.
- (c) A complete adequate legal description of the added land; and
- (d) Declarant’s written consent.

ARTICLE 3.

BASIC BUILDING RESTRICTIONS

Section 3.01. **Use of Property.** Each Lot shall be used solely for single-family residential purposes.

Section 3.02. **Design Review Committee Approval.** The Plans and Specifications, including the location of all improvements must be approved in writing by the Design Review Committee prior to commencement of any construction in accordance with and subject to the provisions of hereof. Owner shall pay the Design Review Committee \$150.00 fee, for each plan review or review of completion of construction by the Design Review Committee. Declarant has appointed Brian Haskell to serve as the Design Review Committee. Documents for review and the payment of the fee should be delivered to:

Brian Haskell
Sage Community Management
3688 Campus Drive, Suite 100
Eagle Mountain, UT 84005
801-789-7900

Section 3.03. **Property Line Setbacks.** Any structures to be constructed on a Lot shall comply with the following minimum property line setbacks:

Front Yard (One Half Acre Lots) – 35’ if there is a pedestrian path on the lot, 50’ if there is no
Pedestrian path
Front Yard (One Acre Lots) – 50’
Rear Yard – 50’
Side Yard – 25’
Corner Lots – 25’ on side facing public streets

Section 3.04. **Floor Space.** The minimum size of each residential dwelling unit shall meet the following criteria: All homes shall have a minimum finished interior square footage of 1,600 square feet above land elevation at the building site. Homes built with two stories above land elevation shall have a minimum of 1,200 square feet interior finished on the main level and 2,200 total finished square footage overall. Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas. A double car garage must be constructed with each home (Minimum of 400 square feet). Each driveway must be large enough to accommodate at least two (2) parked automobiles in front of garage doors (16 foot minimum width). Driveways for dwellings shall be paved with block, asphalt or concrete.

Section 3.05. **Exterior Materials.** All exterior surfaces of any building shall be of materials and of colors approved by the Design Review Committee and as specified in this Declaration, and in accordance with Section 3.02 above. The exterior of the homes shall be brick, rock and/or stucco, cementitious siding, i.e. Hardy Board (and shall additionally be required to have a minimum of 25% consistency of brick and/or rock on the front elevation), in combination as approved by the Committee. (the Design Review Committee shall approve the location of the rock/brick accents). Colors of exterior materials shall be in accordance with the Design Review Committee’s approved color palette.

Section 3.06. **Roofs.** All roofs shall be constructed with a roof pitch of 6/12 or greater, and roof colors shall be in accordance with the Design Review Committee’s approved color palette

Section 3.07. **Roof Overhangs.** Gutters shall be required on all draining roof areas, and a minimum 8-inch overhang with boxed soffit shall be required.

Section 3.08. **Height.** No building shall exceed thirty-five feet in height measured from the highest natural ground level adjacent to such building to the highest point of the ridgeline of such building

Section 3.09. **Garages.** Detached garages shall conform with Section 3.05 Exterior materials. All detached garages shall be constructed of like material and design of the primary home with a minimum of 6:12 roof pitch.

Section 3.10. **Garage Doors.** Sectional garage doors with decorative panels shall be required, and the Design Review Committee shall approve colors.

Section 3.11. **Porches and Covered Entries.** When front porches and/or covered entries are required, they shall face a public street. Front porches/covered entries shall measure a minimum of eighty (80) square feet.

Section 3.12. **Foundations.** All foundations shall be damp proofed and plastered.

Section 3.13. **Windows.** A minimum of one window on each elevation of a dwelling shall be required.

Section 3.14. **Decks.** Decks shall be integrated with the architecture of the main dwelling.

Section 3.15. **Construction Time Requirement.** No construction shall commence until such time as Eagle Mountain City has issued permits and laterals and utilities have been located. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 3.16. **New Construction.** All dwelling units shall be of new construction. No other building (including but not limited to playhouses, and storage sheds) may be moved onto a Lot without the prior written approval of the Design Review Committee.

Section 3.17. **Storage of Building Materials.** No building materials shall be stored on any Lot except temporarily during construction of an improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. Placement of a dumpster during construction is required by the City.

Section 3.18. **Landscaping and Fencing.** See ARTICLE 8 of this Declaration.

Section 3.19. **Occupancy During Construction.** No improvement structure shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 3.20. **Temporary Structures.** No trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any property without the prior approval of the Design Review Committee and Eagle Mountain City except that temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction may be maintained with the prior approval of the Design Review Committee and Eagle Mountain City, with such approval to include the nature, size and location of such structure.

Section 3.21. **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of improvements by any Owner, provided that when completed such improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Design Review Committee, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

Section 3.22. **Driveways.** As required by Section 3.04, Driveways for dwellings shall be large enough to accommodate at least two (2) parked automobiles. Hard surface driveways (concrete, brick, pavers, asphalt etc.) are required and shall be properly maintained.

Section 3.23. **Outbuildings.** All outbuildings shall be architecturally compatible with the residence as to design and materials, and shall be approved prior to construction by the Design Review Committee. Any outbuilding shall comply with the following minimum property line setbacks:

Rear – 10 ft

Side – 10 ft

Front – Must be 5 ft behind the rear corner of the home, which is furthest from the street unless otherwise approved by the Design Review Committee.

Section 3.24. **Approval Required.** No improvement, building, fence, wall or other structure shall be commenced, erected, repaired, altered, added to or maintained until the Plans and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon have been submitted to and approved by the Design Review Committee hereinafter described and a copy thereof, provided by the owner as finally approved, lodged permanently with the Committee pursuant to the provisions of this Article. The Committee shall have the right to refuse to approve any such Plans or Specifications, or grading plans which in the opinion of the Committee are not suitable or desirable, for aesthetic or other reasons. In passing upon such plans, specifications, and grading plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other improvements as planned on the outlook from the adjacent or neighboring Lots. All subsequent additions to or changes or alterations in any building, fence, or other improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading plans shall be subject to the prior approval of the Design Review Committee.

Section 3.25. **Members of Committee.** The Design Review Committee shall consist of not less than one member, nor more than six members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. The following person is hereby designated as the initial member of the Committee: **Brian Haskell.** Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. The Declarant may remove members of the Committee at any time with or without cause.

Section 3.26. **Appointment of Members.** Declarant shall have the right to appoint and remove all members of the Committee, except that after the period of Declarant's control, the Owners may by majority vote appoint four members of the Committee.

Section 3.27. **Review of Proposed Construction.** Whenever in this Declaration the approval of the Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts, which in its sole discretion are relevant. Prior to commencement of any construction of any improvement on any Lot, the Plans and Specifications shall be submitted to the Design Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee will condition its approval of Plans and Specifications or on other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information, as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval. All improvements must comply with the zoning codes, ordinances and architectural design guidelines of Eagle Mountain City, Utah.

Section 3.28. **Waiver of Consent.** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 3.29. **Compensation.** The members of the Committee shall be entitled to reasonable compensation from Applicants for services rendered, together with reimbursement for expenses incurred by it in the performance of its duties hereunder.

(a) **Completed Work.** Inspection of completed work and correction of defects therein shall proceed as follows:

(i) Upon the completion of any improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(ii) Within such reasonable time as the Committee may set but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(iii) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance; the Committee shall notify the Declarant and Owner in writing of such failure. Upon Notice and Hearing, the Declarant shall determine whether there is a noncompliance and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Declarant's ruling. If the Owner does not comply with the Declarant's ruling within such period, the Declarant at its option may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse Declarant upon demand for all expenses incurred in connection therewith. If the Owner does not promptly repay such expenses to the Declarant, the Declarant shall levy an assessment against such Owner, the Improvement in question and the Lot upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as provided in this Declaration.

(iv) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (ii) of this section, the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

(b) **Work in Progress.** The Committee may inspect all work in progress and give notice of noncompliance as provided above in this Declaration. If the Owner disputes that such noncompliance exists, the procedure set out in subparagraph (iii) of this section shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if further review confirms that noncompliance exists.

Section 3.30. **Non-liability of Committee Members.** Neither the Committee nor any member thereof shall be liable to any owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its Members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes of Eagle Mountain City.

ARTICLE 4.

ANIMALS

Section 4.01. Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash except when on Owner's own Lot. Each Owner shall maintain and clean facilities for their

pets and shall not permit any objectionable odors, pests, or insects. Owners are responsible to require that all persons present on the Lot comply with all City ordinances regarding animals/pets found in Eagle Mountain Municipal Code Sections 17.52 (Equine Overlay Zone) and 17.85 (Animal Regulations). Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by his pets and animals. Owners may not maintain fenced enclosures for animals in the portion of Lots between the house and the street.

ARTICLE 5.

COMMON AREA AMENITIES

Section 5.01. **Parks.** Parks and the pedestrian/bicycle paths located in the Meadow Ranch Subdivision will be made available to the public, lot owners, tenants and their accompanied guests or invitees. The parks are City parks and shall be maintained by the City. Pedestrian/bicycle paths not owned by the City are located on the Lots and are owned by the Owners.

Section 5.02. **Motorized Vehicles.** No motorized passenger vehicles (autos, trucks, motorcycles, ATV's, etc.) shall be permitted in the park or along the pedestrian/bicycle paths except for maintenance vehicles authorized by the city of Eagle Mountain.

Section 5.03. **Supervision and Responsibilities.** Declarant does not supervise or maintain the park area, the pedestrian/bicycle path or their prescribed uses. These shall be used at the sole risk and responsibility of the residents and their guests, invitees and tenants. Any injury or damage suffered by any Owner or guest invitee or tenant of an Owner shall be the responsibility of the individual causing the injury or damage, and Declarant shall not be responsible for such injury or damage. In the case of damage occurring on a Lot caused by any Owner, tenant, guest, or invitee of the Owner or Tenant, the Owner and Tenant shall bear the responsibility that arises from the status of owner of the property and Declarant shall not be liable.

Section 5.04. **No Common Areas.** There are no common areas or amenities provided under this Declaration.

ARTICLE 6.

UTILITIES

Section 6.01. **To Be Underground.** Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the improvements thereon. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground. No transformer, or electric, gases, waters or other meter or device of any type, or any other apparatus shall be located on any pole. All such installations shall be subject to the prior written approval of the Design Review Committee.

Section 6.02. **Rules and Regulations.** Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 6.01 above.

Section 6.03. **Street Lighting.** To assure compatibility with the adjoining Meadow Ranch Phases, Meadow Ranch V will not install street lighting.

ARTICLE 7.

USE AND RESTRICTIONS

Section 7.01. **Antennas.** Aerials or antennas for reception of radio or television or other electronic signals shall be installed so as to not be unsightly. Such shall not be maintained at any location so as to be visible from adjacent streets without written approval of the Design Review Committee. Equipment such as antennas, satellite dishes, evaporative coolers and the like may not be mounted on any roof or chimney, unless approved by the Design Review Committee. Approval shall require an acceptable means of screening from view.

Section 7.02. **Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on any improvement or on any Lot without the prior written approval of the Design Review Committee.

Section 7.03. **Repair of Buildings.** No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather beaten or worn off. Materials, which are customarily left unfinished such as cedar shake shingle roofs and cedar fences, are permitted so long as in the opinion of the Design Review Committee they have not become unsightly.

Section 7.04. **Reconstruction of Buildings.** Any improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within nine (9) months. Further, all debris shall be removed and Lot restored to the condition it was in prior to the injury within thirty (30) days.

Section 7.05. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof, in the reasonable opinion of Declarant or of affected Owners, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Declarant or of affected Owners, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Design Review Committee.

Section 7.06. **Unsightly Articles.** No unsightly article shall be permitted to remain on any Lot or on streets and must be stored in a garage on the Lot or an off-site storage area in compliance with Eagle Mountain City Development Code. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or if appropriately screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway.

Section 7.07. **Signs.** No sign of any kind shall be displayed to the public view on any Lot provided however, those signs which have received the prior approval of the Design Review Committee may be displayed on or from a residence advertising the residence for sale or lease. Signs used for sale, administration and directional purposes during development of Valley View Ranch must be approved by the Design Review Committee, and conform to The Ranches Master Signage Plan. All signs must be professionally painted, lettered and constructed

Section 7.08. **Residential Use Only.** Homes shall be used for single-family residences. No Lot and no residence on any lot shall be used for any purpose other than for a residence. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis subject to all

the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of the restrictions, covenants, and conditions set forth herein shall be a default under such Lease.

Section 7.09. **Hazardous Activities.** No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot, except as permitted by Eagle Mountain City, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace.

Section 7.10. **Garage Sales.** No garage, patio, porch or lawn sale shall be held on any Lot, except that the Owner of any Lot may conduct such a sale if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

Section 7.11. **Erosion and Dust Control.** In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

ARTICLE 8.

LANDSCAPING AND DRAINAGE

Section 8.01. **Approval.** Prior to commencement of any landscaping fence, screening wall, retaining wall, arbor, gazebo, patio cover, roof or landscaping (including lawns, ground cover or flowers), and prior to any planting of trees or shrubs, approval of the Design Review Committee shall be obtained pursuant to Section 3.02 hereof.

Section 8.02. **Completion of Landscaping.** Landscaping shall be completed no later than one year following the completion of construction of any dwelling on any lot, or the occupancy of such dwelling, whichever is first to occur. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases, which are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not.

Section 8.03. **Front Yard Landscaping.** The front yard of a lot is defined as the area of the lot beginning at the road pavement on any adjacent public street or roadway to a distance at least to the rear most part of the residence from such public street or roadway. If the lot is on a corner of two or more public streets or roadways then the side yard adjacent to the public street or roadway, all the way to the rear property line, shall be included in the area to be landscaped. Additionally, if the rear yard adjoins a dedicated public open space, including parks, alleys, trailways, or other such public areas to be landscaped by the developer, then the rear yard also shall be included in the landscaped area. All areas defined herein shall be planted or sodded or otherwise maintained in a natural and native material. All such areas shall be irrigated as necessary and cut or maintained to maintain a weed-free and attractive appearance.

(a) Front lawns shall have minimum turf coverage of 35 percent. Front and side yards shall be landscaped and manicured with foliage, rock, bark, turf, and bedding areas. All turf coverage to be drought tolerant turf grasses. All turf areas shall be permanently irrigated with an automatic irrigation system.

(b) Planting beds shall be 50 percent covered by plant material at the time of installation. After three (3) years, plants shall cover 75 percent of the planting beds. Seasonal flowers shall qualify as cover.

(c) Natural earth tone stone material, such as washed river rock, may be used.

Section 8.04. **Rear Yard Maintenance.** The height of any growth, other than landscaping, shall not exceed twelve (12) inches except in the case of trees, and agricultural crops which shall be harvested in a timely manner.

Section 8.05. **Fencing.** No lot may have corral fencing in the front yard No owner may house, keep or raise animals of any kind in the front yard.

Section 8.06. **Road Rights of Way.** The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed and supplementing Eagle Mountain City maintenance to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris and trash.

Section 8.07. **Maintenance of Unimproved Lot.** Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at least twice per year to maintain growth below twelve (12) inches in height except in the case of natural sage brush, trees and agricultural crops which shall be harvested timely.

Section 8.08. **Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Design Review Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

ARTICLE 9.

ENFORCEMENT AND NONWAIVER

Section 9.01. **Right of Enforcement.** Declarant and any Owner of any Lot which is subject to this Declaration, regardless of when it became so subject, at Owner's own expense, shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. In any enforcement action brought by Declarant, the costs of suit, including reasonable attorney's and expert witnesses' fees, shall be awarded to the prevailing party.

Section 9.02. **Violation a Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, whether or not the relief sought is for negative or affirmative action. However, only Declarant or the duly authorized agent of Declarant may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the owner in violation.

Section 9.03. **Violation of Law.** Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

Section 9.04. **Enforcement in Small Claims Court.** The Lot Owner or Declarant may enforce any provision of this Community Declaration via small claims court or any action at law or equity in any other court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

Section 9.05. **Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

Section 9.06. **Nonwaiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

ARTICLE 10.

MISCELLANEOUS

Section 10.01. **Term.** This Declaration as the same may be amended from time to time hereafter, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2020. This Declaration, including all such Covenants, Conditions and Restrictions shall thereafter be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed within a 90 day period by the owners of at least seventy-five percent (75%) of the Lots then in Meadow Ranch V subdivision and recorded in the Utah County real property records promptly thereafter.

Section 10.02. **Mortgage Protection.** Notwithstanding any provision of this Declaration, no lien arising by reason of the breach of or the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed shall remain subject to this Declaration and shall be liable for all Assessments levied subsequent to such foreclosure or conveyance and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance, but falling due after such completion or such conveyance.

Section 10.03. **Amendment.**

Section 10.04. **Special Provisions.** No amendment of Section 10.02 shall be effective as to any Mortgagee who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Utah County prior to the recordation of such amendment; provided however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust, shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Utah County in the manner hereinafter provided.

Section 10.05. **By Declarant.** Only Declarant may amend this Declaration during the period of Declarant control. If Declarant wishes to amend this Declaration after the period of Declarant control, it shall first give at least ten (10) days written notice to each Owner of a Lot then subject thereto of the time and place of a hearing to be held to consider such amendment. Such notice may be given in person or by mail. If such notice is given by mail, the effective date thereof shall be the third (3) day (other than a Saturday, Sunday or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to such owner at this address as then shown on the records of the County Assessor, or to the residence of such Owner in Meadow Ranch V. If the Owners of seventy-five percent (75%) or more of the Lots which on the date of such hearing were subject to this Declaration, by written notice delivered to Declarant within fifteen (15) days after such hearing object to the amendment proposed by Declarant it shall not become effective. No amendment shall be effective until there has been recorded, in the real property records of Utah County, an instrument executed and acknowledged by Declarant setting forth the amendment and certifying that the above mentioned notice and hearing was given and held and that Declarant did not within twenty-five (25) days after said hearing receive written objections to the amendment from the Owners of seventy-five percent (75%) or more of said Lots, as aforesaid.

Section 10.06. **By Owners.** Except as provided in Section 10.04 and Section 10.05, this Declaration may be amended by the recording in the Utah County real property records of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration at the time of the amendment.

Section 10.07. **Common Owners.** For purposes of Section 10.05 and Section 10.06 above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment under Section 10.05, or approve in writing the proposed amendment under Section 10.06, as the case may be, or the vote with respect to such Lot shall not be counted.

Section 10.08. **Interpretation.** The Provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and of promoting and effectuating the fundamental concepts of Valley View Ranches has set forth in the RECITALS and DECLARATION of this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

Section 10.09. **Construction.**

Section 10.10. **Restrictions Severable.** Notwithstanding the provisions of the foregoing, each of the provisions of this Declaration shall be deemed independent and Severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 10.11. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 10.12. **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Eagle Mountain Links, LLC

By: _____
Managing Member

[Notary to Follow on Next Page]

ATTEST

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2013, by _____, as the _____, of Eagle Mountain Links, LLC.

Notary Public

My commission expires: _____

EXHIBIT A

**MEADOW RANCH V
PROPERTY DESCRIPTION**