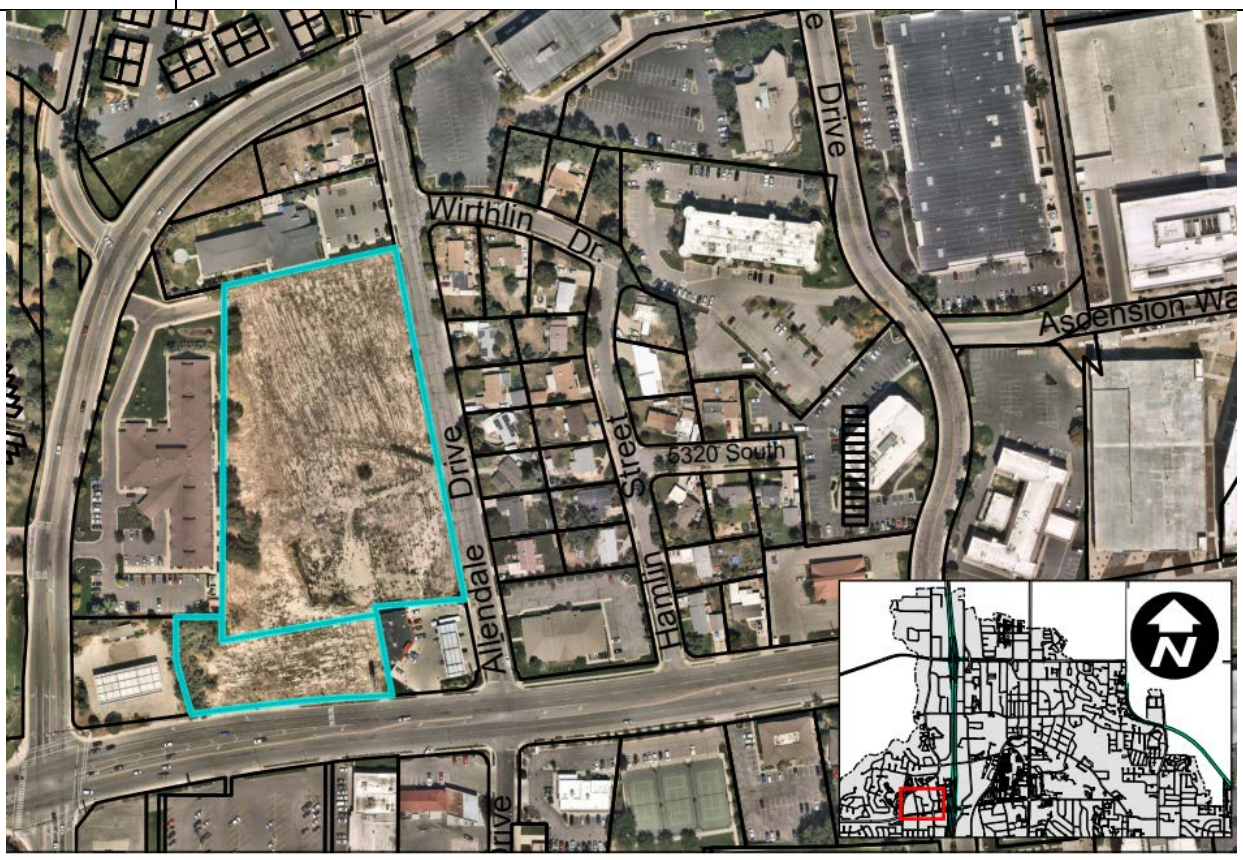
AGENDA ITEMS #5 & #6 – The Ridges at Murray			
ITEM TYPE:	Preliminary Subdivision Approval and Conditional Use Permit approval for Planned Unit Development –The Ridges at Murray		
ADDRESS:	5322 South Allendale Drive & 662 West 5300 South	**MEETING DATE:**	March 2, 2023
APPLICANT:	Brad Reynolds, Brad Reynolds Construction	**STAFF:**	Susan Nixon, Senior Planner
PARCEL ID:	21-12-351-021 & 21-12-351-022	**PROJECT NUMBER:**	23-026 & 23-027
ZONE:	R-M-15, Medium Density Multiple Family		
SIZE:	5.68-acre site | 66 townhomes		
REQUEST:	The applicant is requesting approval to develop the subject property into sixty-six (66) townhomes.		



I. LAND USE AND SUBDIVISION ORDINANCE

Section 17.60.020 of the Murray City Land Use Ordinance states that "Planned Unit Developments may be allowed as conditional uses in all zoning districts by the planning commission if the planned unit development fully meets the underlying zoning district use limitations in which it is to be located. Any approved planned unit development shall consist of a PUD plat approved by the planning commission and signed by its chairman. A conditional use permit for a planned unit development shall not be granted unless the planned unit development meets the use limitations, density, and other limitations of the zoning district in which it is to be located, except as such requirements as may be modified as provided by this chapter or by zoning district regulations." Section 17.120.030 of the Murray City Land Use Ordinance requires that multi-Family dwelling (#1131) receive Conditional Use approval by the Planning Commission.

Title 16, Subdivision Ordinance, Section 16.04.050(F) requires that applications for subdivision of property be reviewed and approved by the Murray City Planning Commission as the Land Use Authority. The proposed subdivision has been designed to meet the requirements of the R-M-15, Medium Density Multiple Family zone in the Murray City Land Use Ordinance, Chapter 17.120.

Section 17.56.100 specifies that Conditional Use Permit approval for the PUD is valid for a two-year time period and unless there is substantial action under a conditional use permit within the two (2) years of its issuance, the approval shall be null and void. The planning commission may grant a yearly extension, when deemed in the public interest.

II. BACKGROUND

Project Location

The subject property is made up of two parcels located on the north side of 5300 South Street and the west side of Allendale Drive. The property has largely been vacant with a single-family dwelling until a couple years ago when it was demolished. The City Council approved a zone change from C-N to R-M-15 in February 2022.

Process

The application before the Planning Commission is for a Conditional Use Permit for Planned Unit Development and Preliminary Subdivision approval. If the Planning Commission approves the preliminary subdivision, the applicant will work with the city staff to prepare a Final Plat to be reviewed and approved by the Planning Commission. After Final Subdivision approval is granted, the applicant will prepare a Final Subdivision plat. When the Final Subdivision plat has been approved and accepted by the City Engineer, it will be circulated for signatures of approval which will allow the recordation of the plat at the Salt Lake County Recorder's Office.

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Commercial/Rehabilitation	G-O
South	Commercial Retail	C-D
East	Residential & Commercial	R-1-8 & C-N
West	Commercial/Rehabilitation	C-N

Project Description

The proposal is a planned unit development townhome subdivision with a total of sixty-six (66) new units along Allendale Drive and 5300 South Street. The applicant is requesting a Conditional Use Permit to allow for a Planned Unit Development and for Preliminary Subdivision approval. The applicants are requesting the Planned Unit Development approval to allow a variation of setbacks. (See chart below).

Project Density

The R-M-15 zone allows for a base density of up to twelve (12) units per acre. Based on the 5.68 acres of the subject property the project is allowed up to sixty-eight (68) units. The applicants have proposed sixty-six (66) which results in a density of approximately eleven and a half (11.6) units per acre. This meets the requirements of the zone.

R-M-15 Zone Standards

Murray Land Use Section 17.120.080 states "Building height will be determined by the planning commission for conditional uses, except no building shall be erected to a height greater than forty feet (40'), and no dwelling shall be erected to a height less than one story. The proposed subdivision/PUD has been designed to meet the requirements of Chapter 17.120 (R-M-15) with proposed variations that are allowed by Chapter 17.60 (Planned Unit Development) within the Murray City Land Use Ordinance. The structures consist of two (2) to six (6) attached townhomes. The table below shows the requirements of the zone and the requested changes allowed by the PUD application. Units 153-164 are rear-load units that do not front on a drive access but face a pedestrian sidewalk.

R-M-15 Zone	Code Requirement	Proposed	Units 153-164
Front Yard	Twenty-Five Feet (25')	Between 20-30'	8'1" (west side)
Rear Yard	Twenty-Five Feet (25')	Between 15-27'	26" (east side)
Interior Side Yard	Eight Feet (8')	Between 5'-39'	17'-22'6"
Corner Side Yard	Twenty Feet (20')	Between 5'6"-23''	5'6" (south side) & 10' (north side)
Height	Up to Forty Feet (40')	Between 30'-34'6"	

Parking

Parking for Multi-Family developments are required at 2.5 spaces per unit, two of the spaces are required for the individual unit and the half space is required for visitor parking. The developer is proposing sixty-six units which results in a total parking need of one hundred sixty-five (165) spaces. Each townhome has a two-car garage and room for a vehicle to park in front of the garage. Additionally, there are seventeen (17) on surface parking stalls on the private drive "Cottage Ridge " at the southern portion of the project and parallel stalls along the private drive "Murray Ridge". The applicants have provided a total of two hundred sixteen (216) spaces, this exceeds the minimum required by the Murray City Land Use Ordinance Section 17.120.110. No additional parking is required at this time.

While ADA parking stalls are not required for owner-occupied townhomes, one ADA stall has been provided at the southwest visitor parking area.

Access

Allendale Drive is currently a 60' public right-of-way with 38' of hard surface which meets city standards. The development will have two accesses from Allendale Drive that loops through the majority of the townhome units and allows for additional emergency access turnaround. The two accesses have a minimum of 100-foot separation. Vehicular access will be provided to all lots via a minimum twenty-six-foot (26') hard surface drive and thirty-foot (30') total right-of-way. Cottage Ridge drive terminates at the east and west. The Fire Department has reviewed this proposal and have given their approval based on the short stub drive access distances.

Pedestrian access is provided through a series of sidewalks four to five feet wide (4-5') that are incorporated throughout the project. The applicant has proposed along Allendale Drive, a four-foot (4')sidewalk and five-and-one-half feet (5.5') landscape strip. Planning Division Staff believes that the proposed sidewalks are adequate for this project. There is sidewalk along at least one side of the private drives. Per Section 17.60.030.(I) "the Planning Commission has authority that the sidewalks and park strips may be omitted if the proposed development has an internal pedestrian system, and if the planning commission finds that the public safety is not substantially jeopardized."

As a matter of discussion, in order to create a more walkable development, the Commission may want to discuss the possibility of having a pedestrian walkway at the northwest area congruent with the sewer easement leading west to the rehab property. Additionally, that a pathway and man gate be installed at one section of the wrought iron fence along the 5300 South Street frontage.

There is a twenty-foot wide (20') gated emergency access from 5300 South Street into the development which also serves as a driveway to an existing billboard. This is required both by UDOT and the billboard company. An access agreement is required between Murray City, Brad Reynolds Construction and UDOT. There is also a utility access gate at the northwest corner of the project to allow for the sewer/utility easement.

Landscaping

Section 17.60.030(G) requires that open space must be provided, and that it be accessible and usable by all persons occupying dwelling units in the planned unit development. The applicants have provided a landscaping plan that is attached to this staff report for the Planning Commission's review. The landscape plan shows a large triangular-shaped "common space" area that will have drought-tolerant Kentucky bluegrass and will serve both as open space and an underground detention basin. Although there is no particular structure such as a pavilion, the project has substantial open space and landscaping, and each individual unit has some landscaping. The total landscaping coverage is thirty-three percent (33%). The plan shows 16 street trees with 30' spacing; 24 front setback trees; 129 five (5)-gallon shrubs; 226 one (1)-gallon shrubs and decorative elements that will provide 50% plant bed coverage. The landscaping will be maintained by the Homeowner's Association. No additional open space/landscaping is required at this time.

Landscaping Plan

Fencing

The applicants have proposed to maintain the existing 6' vinyl fence along the west and north boundary line adjacent to the commercial rehab centers. The applicants propose an 8' high solid masonry wall along the entire frontage of 5300 South Street with exception of the 6' high

black wrought iron vehicle access gate. The 8' buffer wall along 5300 South Street will consist of solid masonry with sections of wrought iron and four jut outs in order to break up the mass and soften the appearance of the solid wall. (See illustration below). Planning Division staff believes that 8' solid wall with wrought iron proposed along the 5300 South Street is the best possible scenario considering the 30,000+ vehicle trips per day at this location.

Solid masonry wall with wrought iron sections and jut outs.

Building Materials and Colors

The developer has proposed a number of different floorplans available with this project. The proposed elevations and materials are included as attachments to this report for the Planning Commission to review and comment on. Broadly, the buildings consist of fiber cement siding with stone/masonry veneer with metal seam roof materials. The colors are variations of grays and brown siding, red brick veneer, and some accents with white and black. Below is an illustration of a proposed six-plex which is typical of all the units.

Six-Plex- Front & Rear Elevations

Utilities

Utility plans are included as an attachment to this staff report. Public utilities are available within Murray Boulevard (700 West) and Allendale Drive to serve the proposed subdivision. Comments and requirements from City Staff regarding utilities are included in the recommended conditions of the Preliminary approval.

Traffic

A Traffic Impact Study (TIS) was conducted in January of 2022 in conjunction with the zone change. The TIS determined that the intersections of 700 West & Murray Boulevard / 5300 South and Allendale Drive / 5300 South are currently operating at poor levels of service during the evening peak hour. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2022) conditions. The intersection of Allendale Drive / 5300 South is too close to existing signals to be signalized itself. The southbound queuing at this intersection may hinder movements at the south access at times during the peak hour but the intersection's LOS is still acceptable. The total trip generation for the development is 468 daily trips; Morning Peak Hour Trips, 30; and Evening Peak Hour Trips, 38. Traffic calming measures may be implemented on Allendale Drive to slow speeds and reduce cut-through traffic. Speed bumps or speed tables can force drivers to slow down through the neighborhood. Bulb-outs, pedestrian islands, and street landscaping can also aid in slowing down drivers while increasing the pedestrian safety along the corridor. Any of the previous speed calming measures would need approval from the City Engineer. *No mitigation measures are recommended.

Purpose & General Plan Considerations

The purpose of Planned Unit Developments is to allow the clustering of dwellings in such a way that allows for the consolidation of open space, to provide a meaningful and usable open space and to make more efficient use of utilities. It is not intended to be universally applied, only when circumstances make it appropriate and of special benefit to the residents of the development and surrounding area. The proposed development has carefully considered the neighborhood to the east the adjacent rehab centers to the north and west and impacts from 5300 South Street and through many iterations provided a site plan that separates the potential development from the surrounding uses while maintaining the allowed density. Placing the homes oriented towards the single-family residential area to the east provides a low-density residential feel. The project also serves as a "buffer" between the single-family residential neighborhood to the east from the businesses to the west on Murray Boulevard.

The 2017 General Plan includes five key initiatives intended to guide implementation. The third of these initiatives, Livable + Vibrant Neighborhoods, states support for creating neighborhood nodes designed for people and scaled to complement the surrounding area, providing life-cycle housing to allow residents to age in place, and increasing access to parks and open space.

One of the goals to accomplish this is to encourage a variety of housing options. Providing a for-sale townhome product helps to create a more vibrant neighborhood. This location is also preferable as it provides opportunities to access local retail such as the Smith's to the south.

III. PLANNED UNIT DEVELOPMENT REQUIRED CONDITIONS

A. *No planned unit development shall have an area of less than two (2) acres.*

The project contains approximately 5.68 acres.

B. *A planned unit development which will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning district and shall be accompanied by an application for a zoning amendment; provided further, that in single-family residential zones, only single-family dwellings may be allowed in the planned unit development. Hotels, motels, lodges, mobile home parks, etc., shall not be considered residential uses for the purpose of this chapter.*

Land Use #1131, Multi-family dwellings are allowed in the R-M-15 Zone. No other uses are proposed for this project.

C. *The development shall be in single, partnership, or corporate ownership, or under option to purchase by an individual or a corporate entity at the time of application or the application shall be filed jointly by all owners of the property.*

The proposed townhouse project will be governed by a Homeowner's Association and is being developed by Brad Reynolds Construction. Each unit will be individually held after the developer has built the unit.

D. *The planning commission shall require such arrangement of structures and open spaces within the site development plan, as necessary, to assure that adjacent properties will not be adversely affected. Lot area, lot width, yard and coverage regulations shall be determined by approval of the site plan.*

The applicant has requested an east front setback of twenty feet (20') with street-facing units. The nearest townhome structure is approximately 100 feet to the nearest single-family dwelling on the east side of Allendale Drive.

E. *Preservation, maintenance, and ownership of required open space within the development shall be accomplished by:*
   a. *Dedication of the land as a public park or parkway system in accordance with Utah Code Annotated section 10-9a-607; or*
   b. *Complying with the provisions of the condominium ownership act of 1963, title 57, chapter 8, Utah Code Annotated, 1953, as amended, which provides for the payment of common expenses for the upkeep of the common areas and facilities; or*
   c. *Creation of a separate corporation for homeowners by which common areas shall be owned and maintained.*

The developer has created a homeowners' association that will maintain the project's open spaces and private access ways.

F. *Landscaping, fencing, and screening related to the uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented to the planning commission for approval, together with other required plans for the development.*

The applicants have provided a landscaping plan that outlines the full scope of landscaped areas for the project and buffer fencing along the north, west and south property lines.

G. Open space must be provided in every planned unit development. Open space is the part of a planned unit development which is accessible and usable by all persons occupying dwelling units in the planned unit development. It is any parcel or area of land or water that is improved or unimproved, and serves the purposes of preservation of natural resources, outdoor recreation, or public health and safety. Open space is land permanently set aside for conservation or recreation purposes. It may include woodlands, play areas, walking and riding trails, wetlands, and lands in the floodplain as well as land use for passive or active recreation. By way of illustration only, open space shall not be provided from any required front or side yard, parking area, driveway, or street.

The applicant has provided an open space area that will include a grass area and will also serve as a stormwater retention area.

H. All lots or parcels in a planned unit development shall abut a public street which is improved to standards established according to title 16, chapter 16.16 of this code.

The proposal provides for the sale of individually owned townhomes.

I. The planning commission may recommend that sidewalks and park strips be omitted if the proposed development has an internal pedestrian system, and if the planning commission finds that the public safety is not substantially jeopardized.

The proposed development has a series of pedestrian paths that provides pedestrian circulation throughout the development.

IV. STATE AND MUNICIPAL CODE REVIEW STANDARDS

Murray City Code Title 16, Subdivision Ordinance of the Murray City Code outlines the requirements for subdivision review. Utah State Code (10-9a-604) states that a subdivision plat may not be recorded until approved by the Land Use Authority of the City. The Planning Commission's role as the Land Use Authority is to ensure that a proposed subdivision is consistent with established ordinances, policies, and planning practices of the City. The Planning Commission makes investigations, reports, and recommendations on proposed subdivisions as to their conformance to the General Plan, Title 17 of City Code, and other pertinent documents as it deems necessary. After completing its review of the preliminary plat, the Planning Commission shall review and approve or disapprove the final plat in accordance with Section 16.12.070 of City Code.

Utah State Code Section 10.9a.507(2)(a) states: "A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.

Murray Land Use Code Section 17.120.130 requires Planning Commission approval for multi-family dwellings within the R-M-15 Zone. The Planning Commission's role as the Land Use Authority is to ensure that a proposed project is consistent with established ordinances, policies and planning practices of the City. The Planning Commission makes investigations, reports, and recommendations on proposed projects and "after the public hearing, the city may establish conditional zones within existing zoning districts where it is shown that it is in

the best interests and general welfare of the community."

V. LAND USE ORDINANCE STANDARDS REVIEW – CONDITIONAL USE PERMIT

Murray City Code Section 17.56.060 outlines the following standards of review for conditional uses.

A. That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community and the neighborhood.

With compliance to city regulations, the proposed subdivision will add to the surrounding neighborhood, and will be a benefit to the larger area by providing much needed housing in the valley.

B. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of person residing or working in the vicinity, or injurious to property or improvements in the vicinity.

With conditions, the subdivision use will not be detrimental to the health, safety, or general welfare of people in the vicinity.

C. That the proposed use will stress quality development with emphasis towards adequate buffering, landscaping, proper parking and traffic circulation, use of appropriate gradation of building height away from single family districts and density to create privacy and compatibility with surrounding uses, use of building materials which are in harmony with the area, impact on schools, utilities, and streets.

The proposed subdivision will contribute to the overall quality of the development by enhancing what currently is a vacant lot with weeds. The new townhouses will ensure maintenance of the site. The proposed uses for townhouse style residential is in harmony with the allowed uses in the zoning district.

D. That the applicant may be required to provide such reports and studies which will provide information relating to adequate utilities, traffic impacts, school impacts, soil and water target studies, engineering reports, financing availability, market considerations, neighborhood support and any other information which may be needed in order to render a proper decision.

The applicant has submitted sufficient information for the review of this Conditional Use Permit application by Murray City Staff and the Murray City Planning Commission.

VI. PUBLIC COMMENTS

One hundred forty-nine (149) notices of the public hearing were sent to all property owners for parcels located within 500 feet of the subject property. As of the date of this report, Staff has received public comment from Mr. Wirthlin, resident at 576 W. Wirthlin Drive. Mr. Wirthlin came to the office and expressed concern with the additional traffic generated from 66 units on the narrow Allendale Drive.

NOTE: The final sections of this report are each separated and provided individually for each of the two applications for Preliminary Subdivision Review (agenda item #5) and Conditional Use Permit Review (agenda item #6).

Preliminary Subdivision	**Conditional Use Permit FOR PUD:**
City Department Review - Pg 12	City Department Review - Pg 15
Findings - Pg 13	Findings - Pg 16
Conclusion & Recommendation - Pg 13	Conclusion & Recommendation - Pg 16

VII. CITY DEPARTMENT REVIEW – PRELIMINARY SUBDIVISION

Planning Division Staff circulated the proposed subdivision plans to multiple Murray City Departments for review on February 14, 2023. The following comments have been provided by the departments:

- The Murray City Engineer recommends approval subject to the following conditions:
  - Meet City subdivision and PUD requirements. Provide plan and profile sheets for utilities. The plat should include street names, unit addresses, PUE's, and common areas.
  - Provide a copy of the HOA declaration.
  - Obtain a UDOT approval and City agreement for emergency access to 5400 South.
  - Provide a site geotechnical study and implement recommendations.
  - Provide a traffic impact study and implement recommendations.
  - Meet City storm drain requirements. On-site retention of the 80th percentile storm and detention with a reduced release of 0.2 cfs per acre is required.
  - Meet City well protection zone requirements.
  - Obtain a City building permit for retaining walls greater than 4 foot in height.
  - Install curb and gutter and sidewalk along property frontage to Allendale Drive.
  - Provide a subdivision improvement bond for dedicated improvements prior to recording the plat.
  - Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
  - Obtain a City Excavation Permit for work within City roadways.

- The Murray City Fire Department recommends approval and states:
  - Please contact Murray City Fire Marshal's office for hydrant placement, no parking sign placement, and red curb painting. Fire did approve the non-electric gate based on the exception they applied for due to minimal units being served within the emergency access gate. For the selection of the gate and locking mechanism please contact Murray Fire Marshal to make sure we can install our lock and key system.
  - Please forward over the height overview with landscape plans of the proposed buildings. We would like to verify ladder and aerial access to the units.

- The Murray City Water Division recommends approval and states:
  - All Water Utility work is to be done to Murray City Specifications
  - Hot-Tap for the west connection is at the wrong location. It is Hot-Tapping an 8" Water main according to the plans. We will require this to Hot-Tap the 12" Water Main that is west of the entrance.
  - There needs to be an 8" meter in the west end connection (Check Valve Vault) .
  - We would like to discuss with the developer regarding master metering the development. We are open to possibly individually metering the units.

- The Murray City Wastewater Division recommends approval subject to the following:
  - Manhole #124 is not needed. Grade stays the same between the two sections and footage is not an issue. This manhole can be eliminated.
  - Please make a note on the plan showing clean out location for each unit. Please note on plan any clean out in drive approach must include a cast iron cover over the clean out.

Clean outs that must be placed in driveways are preferred to be placed on the inside corner of the garage.
  - Please include all applicable details directly from the Murray Wastewater Specification book.

- The Murray City Power Department recommends approval and states:
  - There is an existing underground primary power line located along the west side of this property. It will need to be protected during the build-out of this project and may possibly need to be relocated or buried deeper depending on final grade height.

  - The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service. Developer must meet all Murray City Power Department requirements and current NESC code and provide required easement/clearance(s) for equipment and Power lines.
  - **Make sure to contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.** No other comments.

The preceding comments are addressed as conditions of approval in the final section of this report.

VIII. FINDINGS – PRELIMINARY SUBDIVISON

Based on the analysis of the Conditional Use Permit for a Planned Unit Development, review of The Ridges at Murray Preliminary Subdivision plans, and a survey of the surrounding area, staff finds the following:

1. With conditions, the proposed subdivision complies with the standards of the Murray City Subdivision Ordinance.
2. The proposed lots comply with the development standards for properties found in Chapters 17.120 and 17.60 of the Murray City Land Use Ordinance.
3. The proposed subdivision is in harmony with the purposes of the R-M-15 Zone, representing appropriate residential development.
4. The proposed subdivision is in harmony with the purpose and intent of the Murray City General Plan, providing additional opportunities for appropriate residential development in the area.

IX. CONCLUSION/RECOMMENDATION – PRELIMINARY SUBDIVISION REVIEW

Based on the information presented in this report, application materials submitted, and a site review, Staff recommends that the **Planning Commission grant Preliminary Subdivision approval for the Ridges at Murray on the property addressed 5322 South Allendale Drive & 662 West 6300 South** subject to the following conditions:

1. The applicant shall meet all requirements of the Murray City Engineer, including the following:

    a. Meet City subdivision and PUD requirements. Provide plan and profile sheets for utilities. The plat should include street names, unit addresses, PUE's, and common areas.
    b. Provide a copy of the HOA declaration.
    c. Obtain a UDOT approval and City agreement for emergency access to 5400 South.
    d. Provide a site geotechnical study and implement recommendations.
    e. Provide a traffic impact study and implement recommendations.
    f. Meet City storm drain requirements. On-site retention of the 80th percentile storm and detention with a reduced release of 0.2 cfs per acre is required.
    g. Meet City well protection zone requirements.
    h. Obtain a City building permit for retaining walls greater than 4 foot in height.
    i. Install curb and gutter and sidewalk along property frontage to Allendale Drive.
    j. Provide a subdivision improvement bond for dedicated improvements prior to recording the plat.
    k. Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
    l. Obtain a City Excavation Permit for work within City roadways.

2. The subdivision shall meet the requirements of the Murray City Fire Department including the width of the access drives and emergency gate access requirements.

3. The developer shall meet all Murray City Water Division requirements.

4. The developer shall meet all Murray City Wastewater Division requirements.

5. The developer shall meet all Murray City Power Department requirements and meet to discuss planning the new power service.

6. The subdivision improvements shall include the installation of street trees as required by Murray City Code.

7. The applicant shall provide a copy of the recorded CC&Rs to the Planning Division.

8. An 8-foot solid wall is required along 5300 South Street and a 6-foot vinyl fence along the west and north boundaries. New fencing shall be installed as approved by the Planning Commission prior to the issuance of certificates of occupancy.

9. All units within the subdivision shall comply with the requirements of the R-M-15 Zone as outlined in Chapter 17.120, Chapter 17.62, Condominiums, and Planned Unit Development as outlined in Chapter 17.60 of the Murray City Land Use Ordinance.

10. Application for a Final Subdivision Review must be made within a one-year time period from Preliminary Subdivision, or the preliminary approval will be null and void. The subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the subdivision plat approval shall be null and void.

VII. CITY DEPARTMENT REVIEW – CONDITIONAL USE PERMIT FOR PUD

Planning Division Staff circulated the proposed planned unit development plans to multiple Murray City Departments for review on February 14, 2023. The following comments have been provided by the departments:

- The Murray City Engineer recommends approval subject to the following conditions:
  - Meet City subdivision and PUD requirements. Provide plan and profile sheets for utilities. The plat should include street names, unit addresses, PUE's, and common areas.
  - Provide a copy of the HOA declaration.
  - Obtain a UDOT approval and City agreement for emergency access to 5400 South.
  - Provide a site geotechnical study and implement recommendations.
  - Provide a traffic impact study and implement recommendations.
  - Meet City storm drain requirements. On-site retention of the 80th percentile storm and detention with a reduced release of 0.2 cfs per acre is required.
  - Meet City well protection zone requirements.
  - Obtain a City building permit for retaining walls greater than 4 foot in height.
  - Install curb and gutter and sidewalk along property frontage to Allendale Drive.
  - Provide a subdivision improvement bond for dedicated improvements prior to recording the plat.
  - Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
  - Obtain a City Excavation Permit for work within City roadways.

- The Murray City Fire Department recommends approval and states:
  - Please contact Murray City Fire Marshal's office for hydrant placement, no parking sign placement, and red curb painting. Fire did approve the non-electric gate based on the exception they applied for due to minimal units being served within the emergency access gate. For the selection of the gate and locking mechanism please contact Murray Fire Marshal to make sure we can install our lock and key system.
  - Please forward over the height overview with landscape plans of the proposed buildings. We would like to verify ladder and aerial access to the units.

- The Murray City Water Division recommends approval and states:
  - All Water Utility work is to be done to Murray City Specifications
  - Hot-Tap for the west connection is at the wrong location. It is Hot-Tapping an 8" Water main according to the plans. We will require this to Hot-Tap the 12" Water Main that is west of the entrance.
  - There needs to be an 8" meter in the west end connection (Check Valve Vault) .
  - We would like to discuss with the developer regarding master metering the development. We are open to possibly individually metering the units.

- The Murray City Wastewater Division recommends approval subject to the following:
  - Manhole #124 is not needed. Grade stays the same between the two sections and footage is not an issue. This manhole can be eliminated.

- Please make a note on the plan showing clean out location for each unit. Please note on plan any clean out in drive approach must include a cast iron cover over the clean out. Clean outs that must be placed in driveways are preferred to be placed on the inside corner of the garage.
- Please include all applicable details directly from the Murray Wastewater Specification book.

- The Murray City Power Department recommends approval and states:
  - There is an existing underground primary power line located along the west side of this property. It will need to be protected during the build-out of this project and may possibly need to be relocated or buried deeper depending on final grade height.
  - The developer will need to meet with Murray City Power to discuss planning the new power service(s) and future equipment placement to the building(s) with additional line extension costs to provide electrical service. Developer must meet all Murray City Power Department requirements and current NESC code and provide required easement/clearance(s) for equipment and Power lines.
  - **Make sure to contact John Galanis 801-264-2723 for meter placement on the building(s) and proper metering equipment requirements before construction begins.** No other comments.

The preceding comments are addressed as conditions of approval in the final section of this report.

VIII. FINDINGS – CONDITIONAL USE PERMIT FOR PUD

Based on the analysis of the review of The Ridges at Murray Conditional Use Permit for a Planned Unit Development, and a survey of the surrounding area, staff finds the following:

1. With conditions, the proposed planned unit development complies with the standards of the Murray City Subdivision Ordinance.
2. The proposed lots comply with the development standards for properties found in Chapters 17.120 and 17.60 of the Murray City Land Use Ordinance.
3. The proposed planned unit development is in harmony with the purposes of the R-M-15 Zone, representing appropriate residential development.
4. The proposed planned unit development is in harmony with the purpose and intent of the Murray City General Plan, providing additional opportunities for appropriate residential development in the area.

IX. CONCLUSION/RECOMMENDATION – CONDITIONAL USE PERMIT FOR PUD

Based on the information presented in this report, application materials submitted, and a site review, Staff recommends that the **Planning Commission approve a Conditional Use Permit for Planned Unit Development and grant Preliminary Subdivision approval for The Ridges at Murray PUD on the property addressed 5322 South Allendale Drive and 662 West 5300 South** subject to the following conditions:

1. The applicant shall meet all requirements of the Murray City Engineer, including the following:
    a. Meet City subdivision and PUD requirements. Provide plan and profile sheets for utilities. The plat should include street names, unit addresses, PUE's, and common areas.
    b. Provide a copy of the HOA declaration.
    c. Obtain a UDOT approval and City agreement for emergency access to 5400 South.
    d. Provide a site geotechnical study and implement recommendations.
    e. Provide a traffic impact study and implement recommendations.
    f. Meet City storm drain requirements. On-site retention of the 80th percentile storm and detention with a reduced release of 0.2 cfs per acre is required.
    g. Meet City well protection zone requirements.
    h. Obtain a City building permit for retaining walls greater than 4 foot in height.
    i. Install curb and gutter and sidewalk along property frontage to Allendale Drive.
    j. Provide a subdivision improvement bond for dedicated improvements prior to recording the plat.
    k. Develop a site SWPPP and obtain a City Land Disturbance Permit prior to beginning any site grading and construction work.
    l. Obtain a City Excavation Permit for work within City roadways.

2. The PUD subdivision shall meet the requirements of the Murray City Fire Department including the width of the access drives and emergency gate access requirements.

3. The developer shall meet all Murray City Water Division requirements.

4. The developer shall meet all Murray City Wastewater Division requirements.

5. The developer shall meet all Murray City Power Department requirements and meet to discuss planning the new power service.

6. The PUD improvements shall include the installation of street trees as required by Murray City Code.

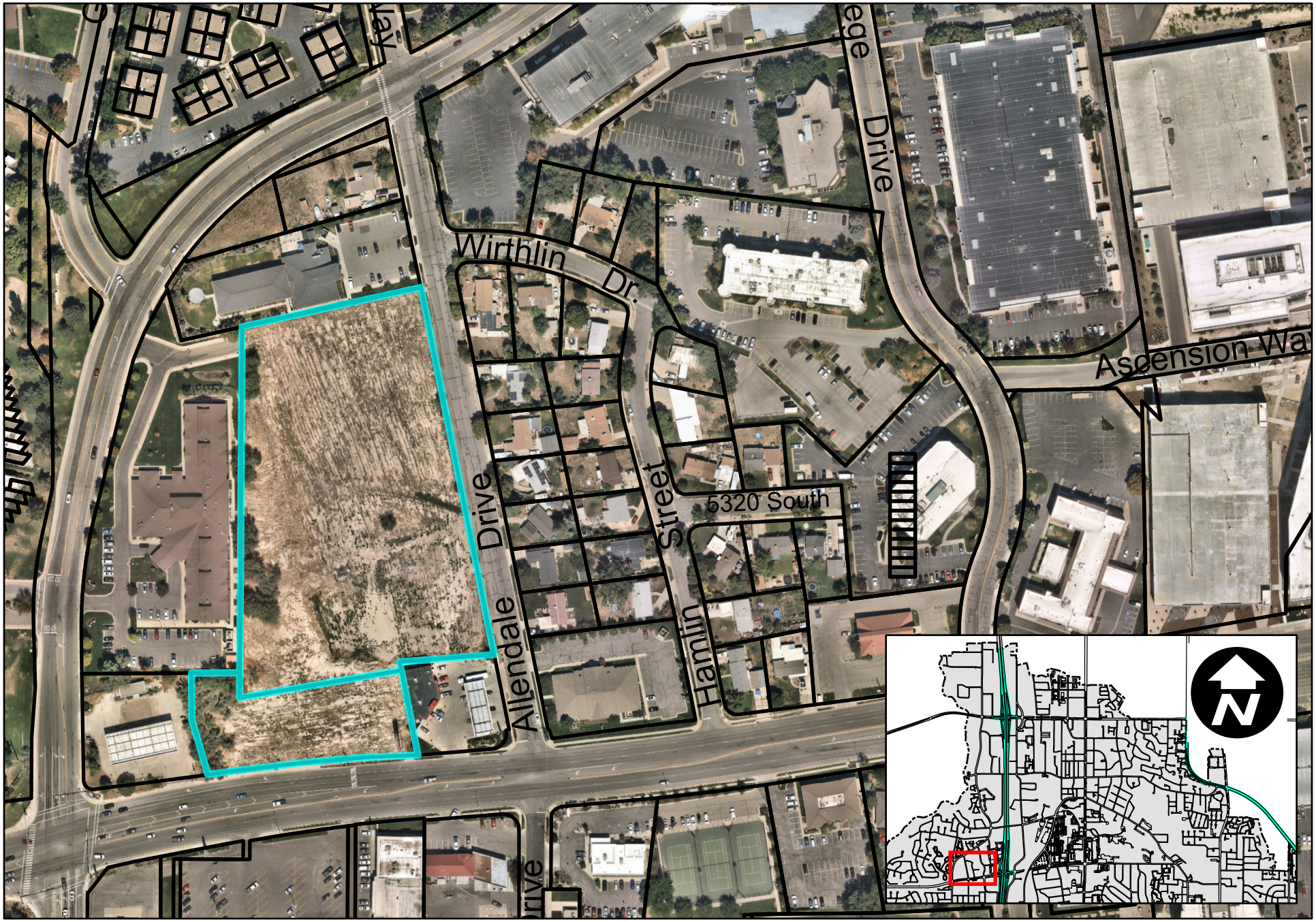
7. The applicant shall provide a copy of the recorded CC&Rs to the Planning Division.

8. An 8-foot solid wall is required along 5300 South Street and a 6-foot vinyl fence along the west and north boundaries. New fencing shall be installed as approved by the Planning Commission prior to the issuance of certificates of occupancy.

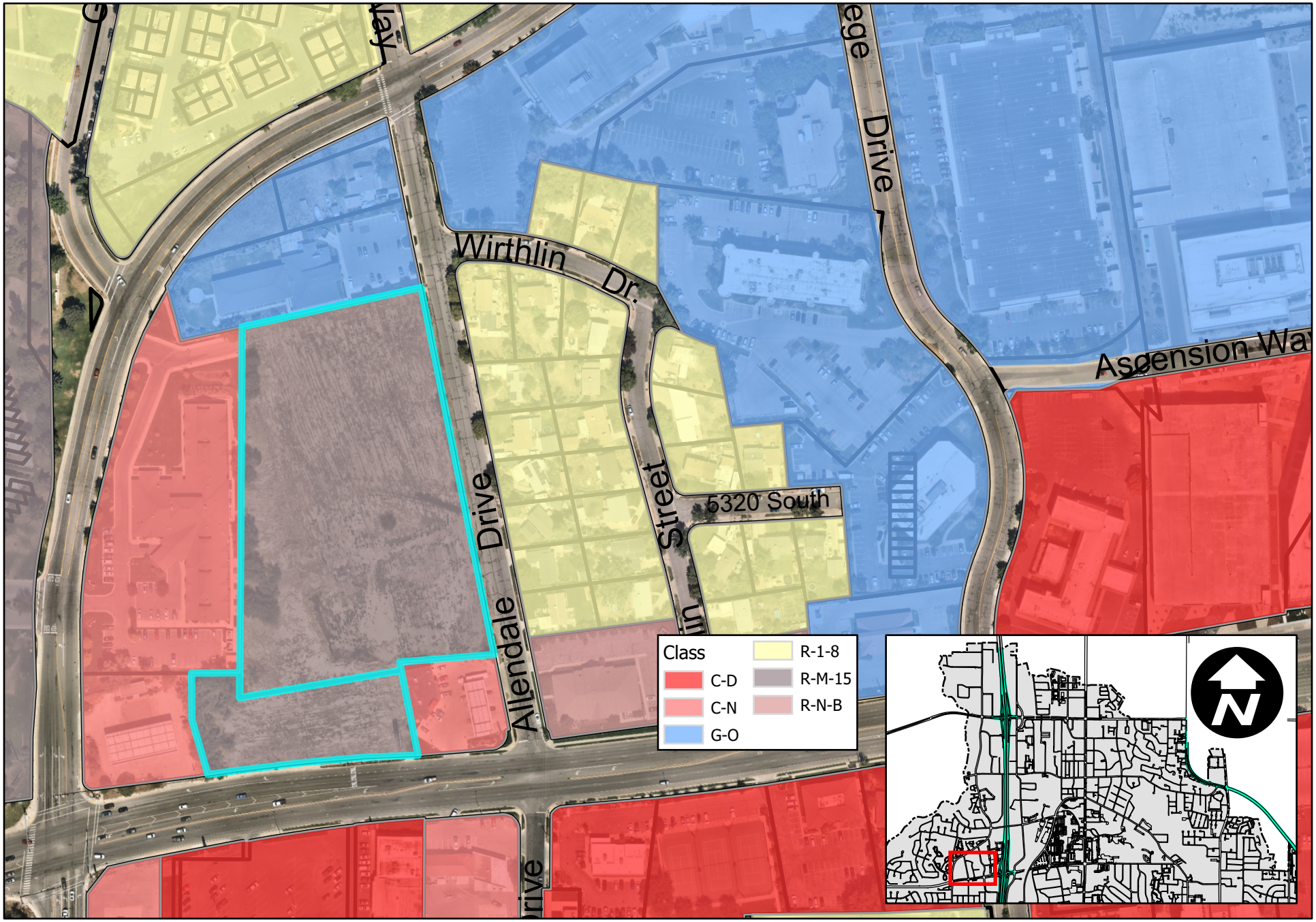
9. All units within the PUD shall comply with the requirements of the R-M-15 Zone as outlined in Chapter 17.120, Chapter 17.62, Condominiums, and Planned Unit Development as outlined in Chapter 17.60 of the Murray City Land Use Ordinance.

10. If there is no substantial action taken with the conditional use permit approval within two (2) years of its issuance, the approval shall be null and void. The planning commission may grant a yearly extension, when deemed in the public interest.

5322 South Allendale Drive



5322 South Allendale Drive



MURRAY CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
Planning Division 801-270-2430

NOTICE OF PUBLIC HEARING
March 2, 2023, 6:30 PM

The Murray City Planning Commission will hold a public hearing on Thursday, March 2, 2023, at 6:30 p.m. in the Murray City Municipal Council Chambers, located at 5025 S. State Street to receive public comment on the following applications made by **Brad Reynolds Construction** on the property generally addressed **5322 South Allendale Drive and 662 West 5300 South** (see attached plan):

- **Preliminary Subdivision approval for The Ridges at Murray and,**
- **Conditional Use Permit for The Ridges at Murray, a Planned Unit Development for 66 townhomes, on the 5.68-acre parcel. See attached plan.**

The meeting is open, and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.
Comments are limited to 3 minutes or less, written comments will be read into the meeting record.

This notice is being sent to you because you own property within 500 feet of the subject property.
If you have questions or comments concerning this proposal, please contact the planning division at planning@murray.utah.gov or Susan Nixon at snixon@murray.utah.gov, at 801-270-2430.

Public Notice Dated |February 16, 2023

Exhibit: Typical Building Elevations - Four-Plex

SUBDIVISION & FLAG LOT APPLICATION

Project #_____

Type of Application (check all that apply):

☐ **Preliminary Subdivision** ☐ **Final Subdivision** ☐ **Subdivision Amendment**

Subdivision Name: The Ridges at Murray

Subject Property Address: 5322 S Alendale Dr

Parcel Identification (Sidwell) Number: 2112351019000

Parcel Area: 5.68 Current Use: Vacant

Zoning Classification: R-M-15

Applicant Name: Brad Reynolds Construction

Mailing Address: PO Box 17958

City, State, ZIP: SLC UT 84117

Daytime Phone #: 801-558-8800 Fax #: 801-281-2202

Email Address: brad@bradreynoldsconstruction.com

Business Name (If applicable): _____

Property Owner's Name (If different): Same as above

Property Owner's Mailing Address: Same as above

City, State, Zip: _____

Daytime Phone #: _____ Fax #: _____

Describe your request in detail (use additional page if necessary):

A Planned Unit Development consisting of 66 Townhome Units

Authorized Signature: _____ Date: 2-2-23

PLANNED UNIT DEVELOPMENT (P.U.D.) APPLICATION

Type of Application (check all that apply):

- ☒ **Residential**
- ☐ **Commercial**
- ☐ **Condominium**
- ☒ **Conditional Use**
- ☐ **Appeal**

Subject Property Address: 5322 S Alendale Dr

Parcel Identification (Sidwell) Number: 2112351019000

Parcel Area: 5.68 Current Use: Vacant

Floor Area: _____ Zoning Classification: R-M-15

Applicant Name: Brad Reynolds Construction

Mailing Address: PO Box 17958

City, State, ZIP: SLC UT 84117

Daytime Phone #: 801-558-8800 Fax #: 801-281-2202

Email Address: brad@bradreynoldsconstruction.com

Business Name (If applicable): _____

Property Owner's Name (If different): Same as above

Property Owner's Mailing Address: Same as above

City, State, Zip: _____

Daytime Phone #: _____ Fax #: _____

Describe your request in detail (use additional page if necessary):

Planned Unit Development consisting of 66 Townhome Units

Authorized Signature: _____ Date: 2-2-23

Project #_____

CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ **New Construction** ☐ **Land use change** ☐ **Remodel** ☐ **Addition**

Subject Property Address: 5322 S Alendale Dr

Parcel Identification (Sidwell) Number: 21123510190000

Parcel Area: 5.68 Current Use:_____

Floor Area:_____ Zoning Classification: R-M-15 LU#_____

Applicant Name: Brad Reynolds Construction

Mailing Address: PO Box 17958

City, State, ZIP: SLC UT 84117

Daytime Phone #: 801-558-8800 Fax #: 801-281-2202

Email Address: brad@bradreynoldsconstruction.com

Business or Project Name :_____

Property Owner's Name (If different): Same as above

Property Owner's Mailing Address: Same as above

City, State, Zip:_____

Daytime Phone #:_____Fax #:_____

Email address: _____

Describe your request in detail (use additional page if necessary):_____

A Planned Unit Development consisting of 66 Townhome Units

_____

_____

Authorized Signature:_____ Date:_____

Property Owners Affidavit

I (we) Brad Reynolds, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application: that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature

Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 2 day of February, 2023.

State of Utah

§

County of Salt Lake

Notary Public

Residing in: Sandy, UT

My commission expires: 7-13-26

SHANNON SARGENT
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 725745
COMM. EXP. 07-13-2026

Agent Authorization

I (we), _____, the owner(s) of the real property located at

_____, in Murray City, Utah, do hereby appoint

_____, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize

_____ to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

On the _____day of _____, 20 _____, personally appeared before me

_____ the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

State of Utah

§

County of Salt Lake

Notary Public

Residing in: _____

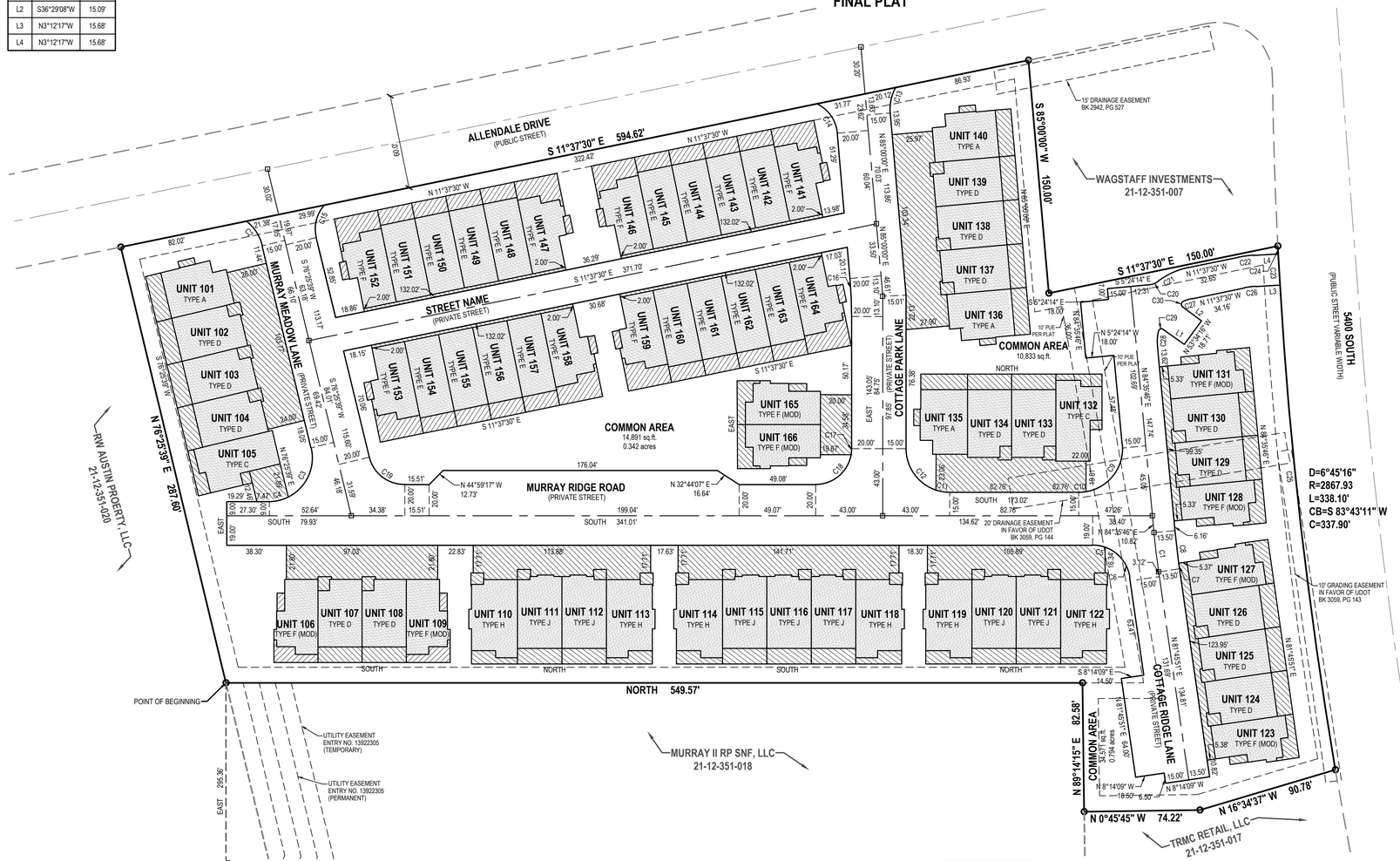
My commission expires: _____

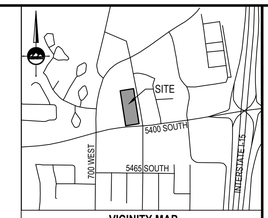
RIDGES AT MURRAY

AMENDING ALL OF LOTS 1 AND 2 OF ADVANCED HEALTH CARE LOT 2 (AMENDED) SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH

FINAL PLAT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N35°27'33"E	16.42'
L2	S36°29'08"W	15.09'
L3	N3°12'17"W	15.68'
L4	N3°12'17"W	15.68'





VICINITY MAP
NOT TO SCALE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	513.00'	25.36'	2°49'55"	S83°10'49"W	25.35'
C2	28.00'	19.26'	39°24'25"	N56°43'27"E	18.88'
C3	28.00'	37.42'	76°34'36"	S65°17'03"E	34.70'
C4	28.00'	13.19'	26°59'45"	S13°29'52"E	13.07'
C5	24.00'	8.14'	19°25'44"	N9°42'52"E	8.10'
C6	24.00'	26.11'	62°20'07"	N50°35'48"E	24.84'
C7	501.50'	3.74'	0°25'38"	S81°58'40"W	3.74'
C8	501.50'	21.05'	2°24'17"	S83°23'37"W	21.05'
C9	28.00'	41.92'	85°46'32"	S52°30'58"E	38.11'
C10	28.00'	4.71'	9°37'42"	S4°48'51"E	4.70'
C11	28.00'	9.02'	18°27'35"	S9°13'54"W	8.98'
C12	28.00'	34.96'	71°31'58"	S54°13'40"W	32.73'
C13	28.00'	16.97'	34°43'46"	N77°38'07"W	16.71'
C14	23.00'	24.15'	60°10'20"	N54°54'50"E	23.06'
C15	23.00'	22.28'	55°29'41"	N75°49'30"W	21.42'
C16	280.00'	24.43'	5°00'00"	N87°30'00"E	24.43'
C17	23.00'	3.89'	9°41'25"	S85°09'17"E	3.89'
C18	23.00'	32.24'	80°18'35"	S40°09'17"E	29.66'
C19	23.00'	31.21'	77°45'18"	S37°33'30"W	28.87'
C20	10.00'	5.58'	31°56'39"	S21°22'34"E	5.50'
C21	48.00'	21.55'	25°43'23"	N24°29'12"W	21.37'
C22	70.00'	10.29'	8°25'13"	N7°24'54"W	10.28'
C23	2867.93'	20.00'	0°23'58"	S86°47'43"W	20.00'
C24	2867.93'	5.11'	0°06'07"	S87°02'45"W	5.11'
C25	2867.93'	312.99'	6°15'10"	S83°28'08"W	312.83'
C26	50.00'	7.35'	8°25'13"	N7°24'54"W	7.34'
C27	28.00'	6.02'	12°19'25"	N17°47'12"W	6.01'
C28	28.00'	9.22'	18°51'39"	N85°58'24"W	9.18'
C29	2.00'	3.95'	113°01'43"	N20°01'43"W	3.34'
C30	2.00'	4.17'	119°33'57"	N83°43'53"W	3.46'

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT PER SALT LAKE CO. SURVEYOR PERMIT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR AND CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS. OFFSET PINS TO BE PLACE IN THE BACK OF CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS.
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- ADJOINING BOUNDARY LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

HORIZONTAL GRAPHIC SCALE

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS**, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. **286882** in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; I further certify that by authority of the Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records of the county recorders office. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Amending all of Lot 1 and Lot 2 of Advanced Health Care Lot 2 (Amended) Subdivision recorded March 11, 2021 as Entry No. 13594565 in Book 2021P at Page 064, in the office of the Salt Lake County Recorder. Said parcel of land is situate in the Southwest Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point located North 0°13'20" West 2,640.17 and North 0°18'50" West 1,031.71 feet and East 295.36 feet from the found Southwest Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 76°25'39" East 287.60 feet to the Westerly Right-of-Way line of Allendale Drive;
thence South 11°37'30" East 594.62 feet along said Westerly Right-of-Way line;
thence South 85°00'00" West 150.00 feet;
thence South 11°37'30" East 150.00 feet to the Northerly Right-of-Way line of 5400 South Street;
thence Southwesterly 338.10 feet along the arc of a 2,867.93 foot radius curve to the left (center bears South 02°54'11" East and the chord bears South 83°43'11" West 337.90 feet with a central angle of 06°45'16") along said Northerly Right-of-Way line;
thence North 16°34'37" West 90.78 feet;
thence North 00°45'45" West 74.22 feet;
thence North 89°14'15" East 82.58 feet;
thence North 549.57 feet to the point of beginning.

Contains 246,611 Square Feet or 5.661 Acres and 66 Townhome Units

PROFESSIONAL LAND SURVEYOR
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

DATE

PATRICK M. HARRIS
P.L.S. 286882

UTILITY DEDICATION

By execution of this plat, the Owner(s) shown below does hereby grant and convey to the Murray City and other public utility companies, a permanent easement and right of way in and to those areas reflected on the map and defined as "PRIVATE STREET", "LIMITED COMMON", and "COMMON AREA" for construction and maintenance of approved public water, storm drain and public utilities and appurtenances together with right of access thereto.

RESERVATION OF COMMON AREAS

By execution of this plat, the Owner(s) shown below does hereby reserve all areas shown on this plat "COMMON AREA" for the common enjoyment of all owners and such owners guests and invitees to the project.

OWNER'S DEDICATION

Know all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

RIDGES AT MURRAY

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. Owner(s) hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street.

In witness whereof I / we have hereunto set our hand (s) this_____day of_____A.D., 20_____.

_____.

By:

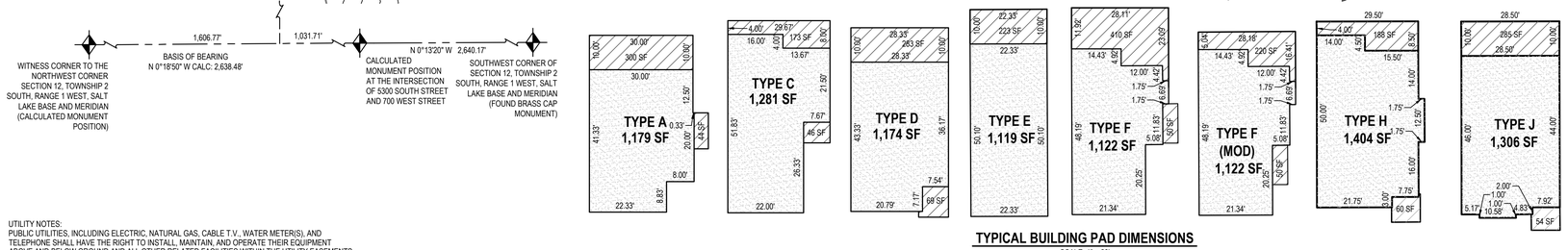
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THE _____ DAY OF _____ A.D. 20 _____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ A LIMITED LIABILITY COMPANY AND THAT _____ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____
NAME: _____
NO: _____
A NOTARY PUBLIC COMMISSION IN UTAH

NOTARY PUBLIC
RESIDING IN _____ COUNTY



TYPICAL BUILDING PAD DIMENSIONS
SCALE: 1" = 20'

UTILITY NOTES:
PUBLIC UTILITIES, INCLUDING ELECTRIC, NATURAL GAS, CABLE T.V., WATER METER(S), AND TELEPHONE SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE UTILITY EASEMENTS AND LOT AREA IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE EASEMENT OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE EASEMENTS.

CONTAINED WITHIN THE EASEMENTS AND LOT AREA ARE PRIVATE SANITARY SEWER, STORM SEWER AND WATER FACILITIES. THE INSTALLATION, OPERATION, MAINTENANCE, AND/OR REPLACEMENT OF PRIVATE SANITARY SEWER, STORM SEWER AND WATER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS. SUCH FACILITIES ARE NOT OFFERED TO, NOR ARE THEY ACCEPTED FOR DEDICATION BY, MURRAY CITY.

Dominion Energy Utah - Note:
Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-8532.

DEVELOPER
BRAD REYNOLDS CONSTRUCTION
P.O. BOX 17958
SALT LAKE CITY, UTAH 84117

RECORD OF SURVEY
ROS NO.: -S-
COUNTY SURVEYOR REVIEWER DATE

SHEET 1 OF 1
PROJECT NUMBER : 11258
MANAGER : JBG
DRAWN BY : SJL
CHECKED BY : PMH
DATE : 1/30/23

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

MURRAY CITY FIRE DEPARTMENT
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE MURRAY CITY FIRE DEPARTMENT.
SIGNED

MURRAY CITY GIS
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE MURRAY CITY GIS DEPARTMENT.
SIGNED

RIDGES AT MURRAY

AMENDING ALL OF LOTS 1 AND 2 OF ADVANCED HEALTH CARE LOT 2 (AMENDED) SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MURRAY CITY, SALT LAKE COUNTY, UTAH

EASEMENT APPROVAL
MURRAY SEWER AND WATER — DATE
MURRAY POWER — DATE
DOMINION ENERGY — DATE
COMCAST — DATE

SALT LAKE COUNTY FLOOD CONTROL
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE SALT LAKE COUNTY FLOOD CONTROL.
SALT LAKE COUNTY FLOOD CONTROL

CITY ENGINEERING DEPARTMENT
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE MURRAY CITY ENGINEER.
MURRAY CITY ENGINEER

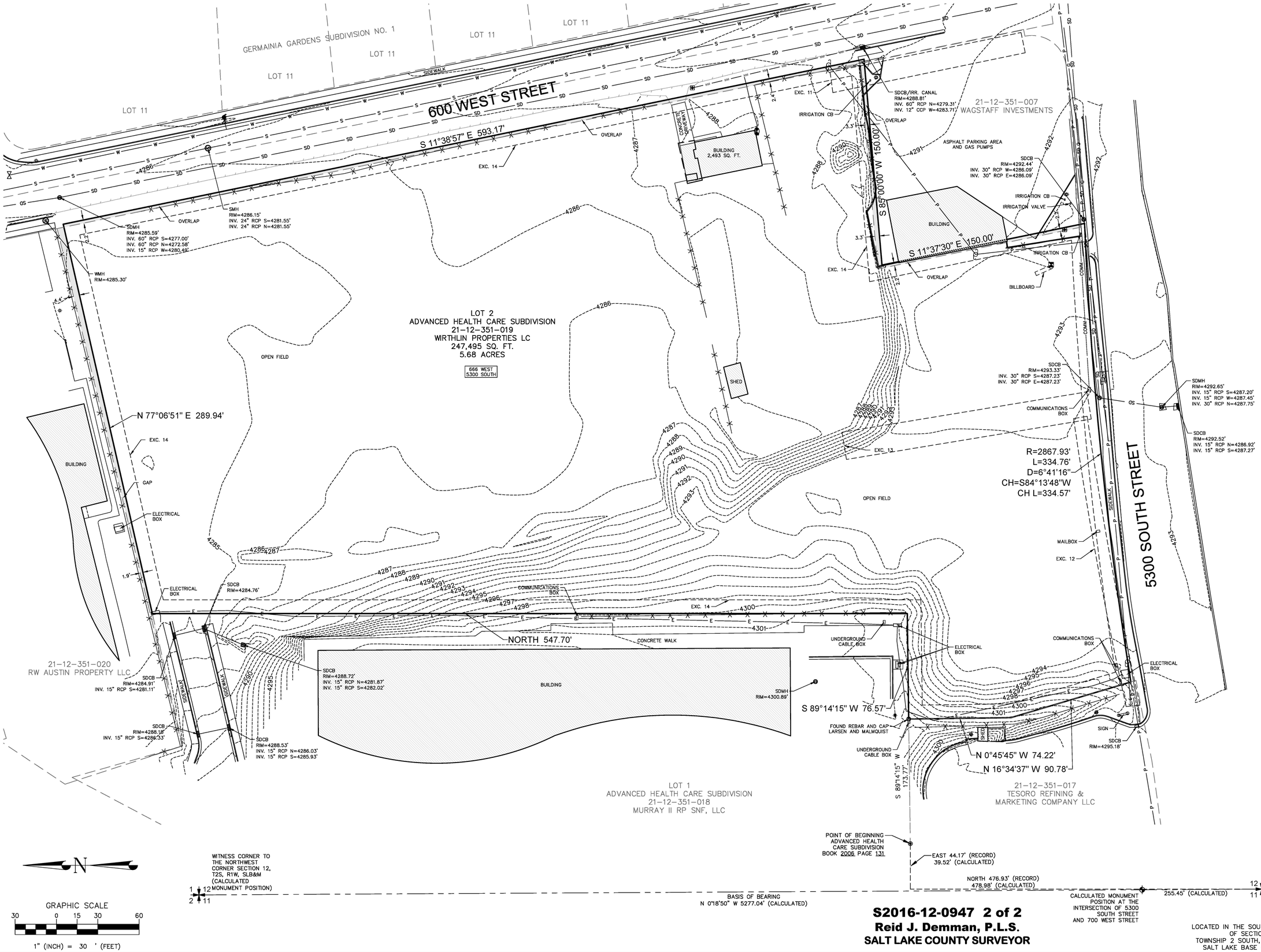
CITY PLANNING APPROVAL
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE MURRAY CITY PLANNING DEPARTMENT.
CHAIR, PLANNING COMMISSION

BOARD OF HEALTH
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE BOARD OF HEALTH.
SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVAL AS TO FORM
APPROVED THIS _____ DAY OF _____, 20_____,
BY THE MURRAY CITY ATTORNEY.
MURRAY CITY ATTORNEY

MAYOR'S APPROVAL
PRESENTED TO THE MURRAY CITY COUNCIL THIS _____ DAY OF _____ A.D. 20_____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED.
ATTEST: MURRAY CITY RECORDER — MAYOR

SALT LAKE COUNTY RECORDER
RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF : _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE$ — DEPUTY SALT LAKE COUNTY RECORDER



S2016-12-0947 2 of 2
Reid J. Demman, P.L.S.
SALT LAKE COUNTY SURVEYOR

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

No.	DATE	REVISIONS	BY

DRAWN BY: MGO SURVEY DATE: 1/28/2016

PROFESSIONAL LAND SURVEYOR
NATHAN B. WEBER
No. 5152762
2/15/16
STATE OF UTAH

DIAMOND
LAND SURVEYING, LLC
Boundary Surveys
Topography Surveys
Subdivisions
Construction Staking
A.L.T.A. & A.C.S.M. Surveys
5243 South Greenpine Drive
Murray, Utah 84123
Phone (801) 266-5099 Fax (801) 266-5032
office@diamondlandsurveying.com
www.diamondlandsurveying.com

ALTA.ACSM LAND TITLE SURVEY
666 WEST 5300 SOUTH
MURRAY, UTAH 84123

KIMLEY HORN

COPYRIGHT
ALL REPORTS, DESIGNS, FIELD DATA, FIELD NOTES, DRAWINGS, SPECIFICATIONS, CALCULATIONS, ESTIMATES OR ANY REPRESENTATION CONTAINED HEREIN ARE THE SOLE PROPERTY OF DIAMOND DESIGN AND LAND SURVEYING UNLESS PREVIOUSLY ESTABLISHED BY PRECEDENCE OR WRITTEN AGREEMENT

DATE PLOTTED 2/15/16

JOB No. 16-010

SHEET 2 OF 2

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER SECTION 12
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN

ELEVATION = 4300.61'

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
HORZ: 1 inch = 30 ft.

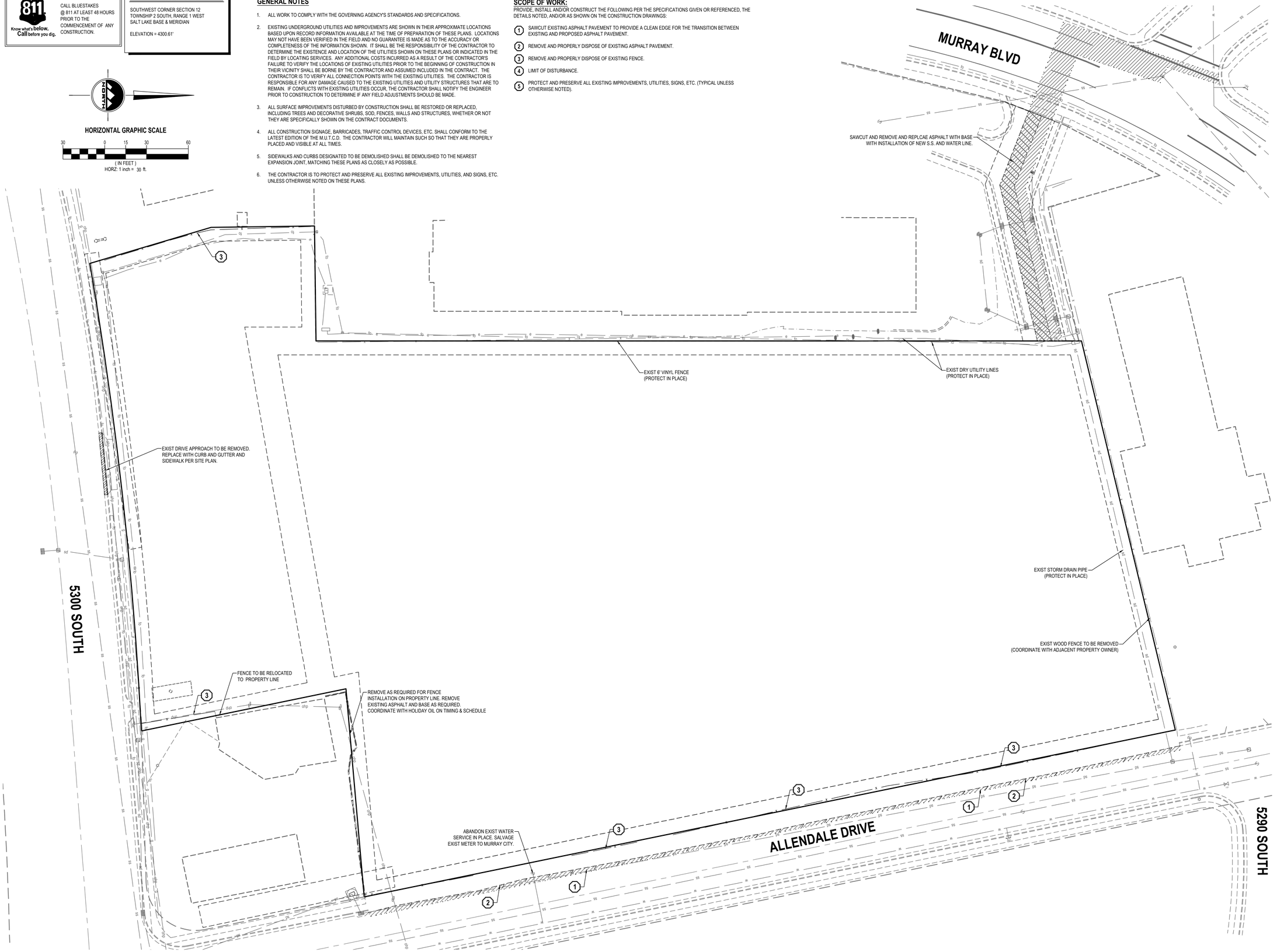
GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS . LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5. SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
2. REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
3. REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
4. LIMIT OF DISTURBANCE.
5. PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).



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FOR:
BRAD REYNOLDS CONSTRUCTION
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SALT LAKE CITY, UTAH

CONTACT:
BRAD REYNOLDS
PHONE: 801-281-2200

RIDGES AT MURRAY

5322 S. ALLENDALE DRIVE
MURRAY, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
2-1-2023
STATE OF UTAH

DEMOLITION PLAN

PROJECT NUMBER	PRINT DATE
11258	2/1/23
DRAWN BY	CHECKED BY
PROJECT MANAGER	

C-002

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER SECTION 12 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN

ELEVATION = 4300.61'

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

HORZ: 1 inch = 30 ft.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ASPHALT PAVEMENT SECTION PER GEOTECHNICAL REPORT (3" ASPHALTIC CONCRETE OVER 8" UNTREATED BASE COURSE) OVER PROPERLY PREPARED SUBBASE AND DETAIL 10/C-500.
2. 24" MOUNTABLE CURB AND GUTTER PER DETAIL 6/C-500.
3. 30" TYPE "A" HIGH BACK CURB AND GUTTER PER MURRAY CITY STD DTL C-2 AND SPECIFICATIONS.
4. 6" THICK CONCRETE SIDEWALK PER MURRAY CITY STD DTL C-2 AND SPECIFICATIONS.
5. TRANSITION FROM STANDARD CURB AND GUTTER TO MOUNTABLE CURB AND GUTTER.
6. 4" THICK WHITE PAVEMENT MARKING PER MUTCD STANDARD PLANS.
7. 6" RIBBON CURB (0" C.F.) PER DETAIL 8/C-500.
8. 6" TYPE "F" VERTICAL CURB PER APWA STD PLAN NO 205.
9. 3' WATERWAY PER DETAIL 7/C-500.
10. CONCRETE PAVEMENT SECTION PER DETAIL 12/C-500.
11. HANDICAP ACCESS RAMP PER MURRAY CITY STD DTL C-1 AND SPECIFICATIONS.
12. STOP SIGN PER MURRAY CITY STD DTL C-8 AND SPECIFICATIONS.
13. STREET SIGN PER MURRAY CITY STD DTL C-9 AND SPECIFICATIONS.
14. PRIVATE RESIDENTIAL STREET LIGHT. INSTALL TYPE I JUNCTION BOX PER APWA STD PLAN NO. 731.
15. INSTALL 6' VINYL FENCING PER MANUFACTURER'S SPECIFICATIONS.
16. INSTALL 24" REVERSE PAN MOUNTABLE CURB AND GUTTER PER DETAIL 9/C-500.
17. TRANSITION FROM STANDARD PAN TO REVERSE PAN CURB AND GUTTER.
18. INSTALL VERTI-BLOCK RETAINING WALL PER MANUFACTURER'S SPECIFICATIONS.
19. INSTALL ROCK RETAINING WALL (3' MAX HEIGHT) PER DETAIL 13/C-500.
20. INSTALL 8' DECORATIVE PRECAST FENCE PER MANUFACTURER'S SPECIFICATIONS.
21. "HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS. INSTALLATION PER PER MURRAY CITY STD DTL. C-8 AND C-9.
22. "STOP" SIGN PER MURRAY CITY STD DTL. C-8 AND C-9.
23. STREET SIGN PER MURRAY CITY STD DTL. C-8 AND C-9.

SITE SUMMARY TABLE

DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	86,313.50	35%
LOT/BLDG	78,915.20	32%
LANDSCAPING	81,381.30	33%
TOTAL SITE	246,610 5.66 ACRES	100%
TOTAL UNITS	66	
BEDROOM COUNTS (3 PER UNIT)	198	
REQUIRED PARKING STALLS (2.5 STALLS/UNIT)	165	

PARKING DATA TABLE

STANDARD STALLS	17
ADA - ACCESSIBLE STALLS	1
UNIT PARKING - GARAGE	132
UNIT PARKING - DRIVEWAY	66
TOTAL STALLS	216

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RIDGES AT MURRAY

5322 S. ALLENDALE DRIVE
MURRAY, UTAH

SITE PLAN

PROJECT NUMBER	PRINT DATE
11258	2/21/23
DRAWN BY	CHECKED BY
PROJECT MANAGER	

C-100

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

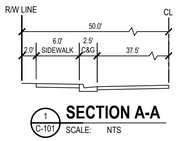
BENCHMARK

SOUTHWEST CORNER SECTION 12 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN

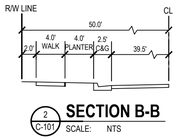
ELEVATION = 4300.61'

UDOT GENERAL NOTES

1. UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHTOUT AT ANY TIME.
2. WORK ON THE UDOT RIGHT-OF-WAY IS SEASONALLY RESTRICTED FROM OCTOBER 15 TO APRIL 15.
3. ROW WORK: WORK IS NOT ALLOWED ON THE RIGHT-OF-WAY DURING THE AM/PM PEAK TRAFFIC HOURS (6:00 - 9:00 AM AND 3:30 - 6:00 PM). ADDITIONAL WORK RESTRICTIONS OR MODIFICATIONS MAY BE IMPOSED AT THE TIME OF THE ENCROACHMENT PERMIT.
4. REPLACE ALL PAVEMENT MARKINGS IN KIND (TAPE WITH TAPE AND PAINT WITH PAINT). INSTALL ALL PAINT LINES WITH PERMANENT PAINT APPLICATION PER UDOT SPECIFICATION 02765. PAINT MUST HAVE AT LEAST 6 MONTHS LIFE AS DETERMINED BY UDOT'S PERMITS OFFICER.
5. ALL NEW PAVEMENT WORDS, ARROWS AND SYMBOLS MARKING WITHIN THE RIGHT-OF-WAY SHALL BE PRE-FORMED THERMO PLASTIC. ALL LETTERS, ARROWS, AND SYMBOLS SHALL CONFORM WITH THE "STANDARD ALPHABET FOR HIGHWAY SIGNS AND PAVEMENT MARKINGS" ADOPTED BY THE FEDERAL HIGHWAY ADMINISTRATION.
6. ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE XI SHEETING) WITH A B3 SLIP BASE. INSTALL ALL SIGNS PER UDOT SN SERIES STANDARD DRAWINGS.
7. BEFORE COMMENCING WORK ON THE STATE HIGHWAY, THE GENERAL CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE REGION'S PERMITS OFFICE BEFORE WORKING WITHIN THE STATE RIGHT-OF-WAY.
8. NO ROAD CUTS ALLOWED ON THIS JOB.
9. FOR ALL UTILITY TAPS (ROAD CUTS), USE FLOWABLE FILL PER UDOT'S CURRENT MIX DESIGN (50-150 PSI) UDOT SPEC. 03575.
10. ALL UTILITIES WITHIN THE PAVED SURFACE MUST BE BORED.
11. FOR EXCAVATIONS OUTSIDE OF THE ROADWAY, BACK FILL WITH UDOT APPROVED GRANULAR BORROW AND ROAD BASE. COMPACTION PER UDOT SPEC. 2056 AND 2721.
12. OWNER, DEVELOPER, AND/OR THE CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN THE UDOT RIGHT-OF-WAY.
13. OWNER, DEVELOPER, AND THE CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGE TO THE UDOT RIGHT-OF-WAY THAT MAY BE DIRECTLY OR INDIRECTLY CAUSED BY THE DEVELOPMENT ACTIVITY.
14. TRAFFIC SIGNAL INSTALLATION OR MODIFICATION REQUIRES A SEPARATE WARRANTY BOND ONCE THE WORK HAS BEEN COMPLETED AND ACCEPTED. THE PERMITTEE IS RESPONSIBLE FOR HIRING AN INDEPENDENT INSPECTION COMPANY TO PERFORM INSPECTION SERVICES FOR ALL SIGNAL WORK COMPLETED. FOR A LIST OF THE UDOT APPROVED CONTRACTORS AND CONSULTANTS CONTACT THE APPROPRIATE REGIONS TRAFFIC SIGNALS ENGINEER.
15. PARTIAL CONCRETE PANEL REPLACEMENT IS NOT ALLOWED. WHEN PANELS ARE REMOVED, THE ENTIRE PANEL IS REQUIRED TO BE REPLACED PER UDOT STANDARDS, SPECIFICATIONS, AND STANDARD DRAWINGS.
16. DOUBLE SAW CUT THE CONCRETE TO PREVENT THE SPALLING OF OTHER CONCRETE PANELS AND TO AVOID OVER CUTS. OVER CUTS AND SPALLS WILL REQUIRE FULL PANEL REPLACEMENT.
17. ALL ABOVE GROUND FEATURES INCLUDING UTILITIES (POLES, FIRE HYDRANTS, BOXES, ETC.) MUST BE RELOCATED OUT OF THE AASHTO CLEAR ZONE OR A MINIMUM OF 18" BEHIND CURB.
18. NO ABOVE GROUND FEATURES GREATER THAN 3.5 FEET IN HEIGHT MAY BE PLACED WITHIN THE SIGHT TRIANGLES AS SHOWN ON THE SITE PLAN, SHEET C-200.



1 C-101 **SECTION A-A**
SCALE: NTS



2 C-101 **SECTION B-B**
SCALE: NTS

5300 SOUTH (SR-173)
SPEED LIMIT ZONE: **40 MPH**
ACCESS CATEGORY: **3 (S-PU)**
MILEPOST OF REQUESTED ACCESS: **8.9**

NORTH

HORIZONTAL GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
HORZ: 1 inch = 20 ft.

UNIT 122 TYPE H
UNIT 132 TYPE C
21-12-351-022 PROPOSED DEVELOPMENT
UNIT 123 TYPE F (MOD)
UNIT 124 TYPE D
UNIT 125 TYPE D
UNIT 126 TYPE D
UNIT 127 TYPE F (MOD)
UNIT 128 TYPE F (MOD)
UNIT 129 TYPE D
UNIT 130 TYPE D
UNIT 131 TYPE F (MOD)
EMERGENCY VEHICLE ACCESS DOUBLE SWING GATE PER DETAIL 5/C-500. GATE TO BE MOTORIZED WITH GATE OPERATORS AND SHALL INCLUDE KNOX AND SIREN YELP SYSTEM (SOS 12 SENSOR OR EQUAL)
21-12-351-007 WAGSTAFF INVESTMENTS
EXIST BILLBOARD
PROPOSED EMERGENCY VEHICLE APPARATUS ROAD
A-A C-101
B-B C-101
EXIST R/W LINE
20.0'
48.8'
40.0' EXIST ACCESS
10.7' EXIST ACCESS
153.8'
36.6' EXIST ACCESS (TO BE CLOSED)
21-12-351-017 TRMC RETAIL LLC
151.1'
42.0' EXIST ACCESS
FENCING TO BE INSTALLED WITH AT LEAST 1 FT OFFSET FROM R/W LINE (TYP.)
5300 SOUTH (SR-173)
EXIST MEDIAN CURB

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BRAD REYNOLDS
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RIDGES AT MURRAY

5322 S. ALLENDALE DRIVE
MURRAY, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
2-1-2023
STATE OF UTAH

UDOT ACCESS PLAN

PROJECT NUMBER 11258
PRINT DATE 2/1/23
DRAWN BY
CHECKED BY
PROJECT MANAGER

C-101

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BENCHMARK

SOUTHWEST CORNER SECTION 12 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN

ELEVATION = 4300.61'

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

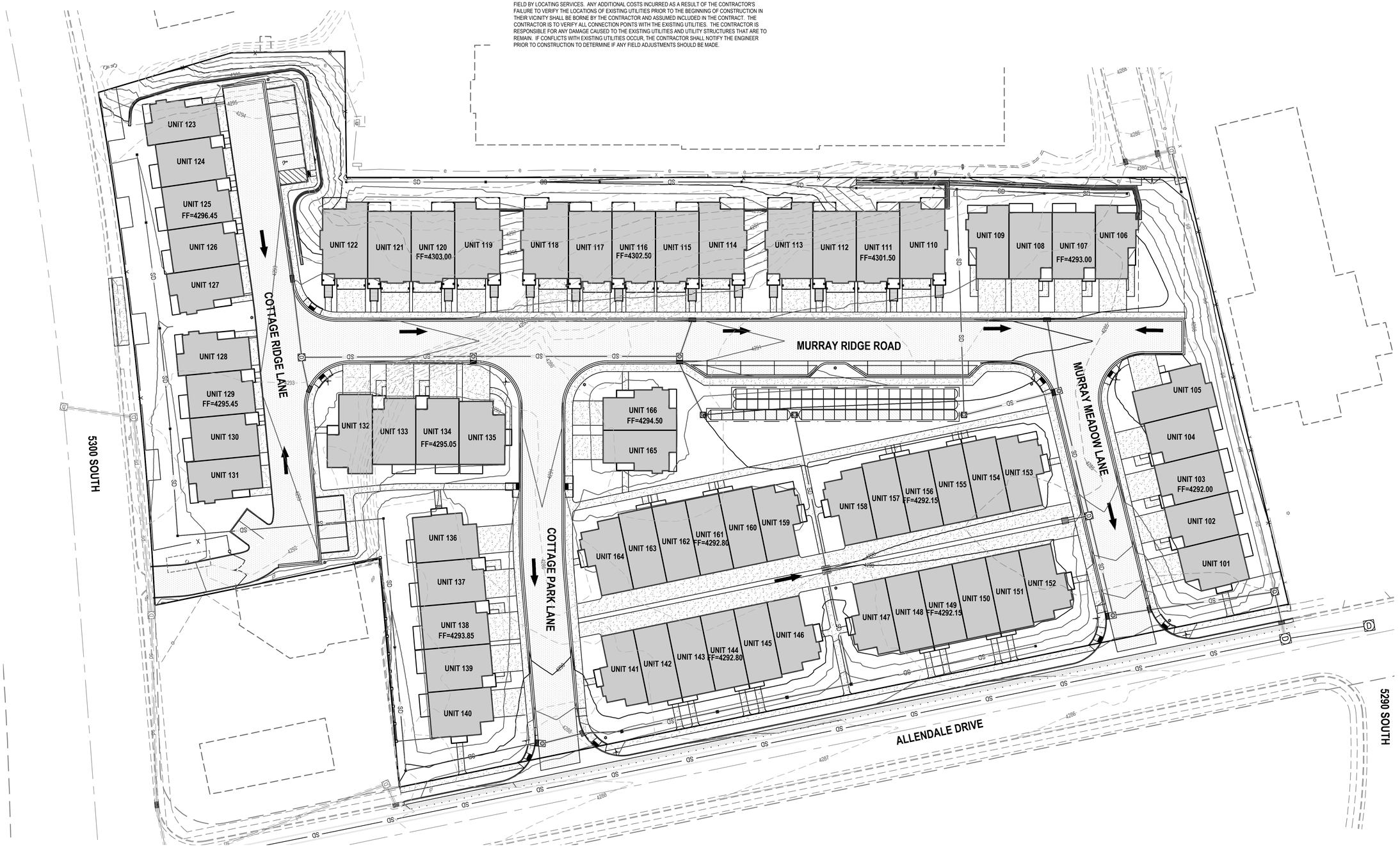
HORZ: 1 inch = 30 ft.

LEGEND

→ 100-YR OVERLAND FLOW PATH

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.


UNIT 123
UNIT 124
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FF=4303.00
UNIT 119
UNIT 118
UNIT 117
UNIT 116
FF=4302.50
UNIT 115
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FF=4301.50
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UNIT 135
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UNIT 137
UNIT 138
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UNIT 139
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UNIT 166
FF=4294.50
UNIT 165
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UNIT 161
FF=4292.80
UNIT 160
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UNIT 158
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UNIT 156
FF=4292.15
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UNIT 147
UNIT 148
UNIT 149
FF=4292.15
UNIT 150
UNIT 151
UNIT 152
MURRAY RIDGE ROAD
COTTAGE RIDGE LANE
COTTAGE PARK LANE
MURRAY MEADOW LANE
ALLENDALE DRIVE
5300 SOUTH
5290 SOUTH
SD
4295
4294
4296
4297
4298
4299
4300
4301
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BENCHMARK

SOUTHWEST CORNER SECTION 12
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN

ELEVATION = 4300.61'

NORTH

HORIZONTAL GRAPHIC SCALE

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(IN FEET)
HORZ: 1 inch = 30 ft.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
8. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
11. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
12. PROPOSED ELECTRICAL LINES ARE SHOWN ON THIS PLAN FOR REFERENCE ONLY. REFER TO MURRAY CITY POWER DESIGN DRAWINGS FOR MORE INFORMATION.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. 8" C900 PVC CULINARY WATER LINE PER MURRAY CITY STANDARDS AND SPECIFICATIONS.
2. 10" C900 PVC CULINARY WATER LINE PER MURRAY CITY STANDARDS AND SPECIFICATIONS.
3. FIRE HYDRANT ASSEMBLY (COMPLETE) PER MURRAY CITY SPECIFICATIONS.
4. INSTALL 4" SDR-35 PVC SAN-SWR LATERAL @ 2% MIN SLOPE PER MURRAY CITY STDS AND SPECIFICATIONS.
5. IRRIGATION POINT OF CONNECTION: INSTALL 2" SDR-9 POLY SERVICE LINE W/ STOP AND WASTE VALVE AND BACKFLOW PREVENTION DEVICE PER MURRAY SPECIFICATIONS.
6. SAWCUT AND PATCH EXIST ASPHALT PER MURRAY CITY SPECIFICATIONS. MATCH EXIST PAVEMENT SECTION.
7. CONNECT TO EXISTING SEWER MAIN WITH NEW MANHOLE AND CAST IN PLACE BASE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
8. INSTALL 1" SDR-9 POLY PIPE WATER SERVICE W/ CURB STOP VALVE PER MURRAY CITY SPECIFICATIONS.
9. INSTALL 6" WATER METER AND VAULT PER APWA STD PLAN NO. 525 AND SPECIFICATIONS.
10. INSTALL DETECTOR CHECK VALVE PER APWA STD PLAN N O. 572 AND SPECIFICATIONS.

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THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
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LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
BRAD REYNOLDS CONSTRUCTION
P.O. BOX 17958
SALT LAKE CITY, UTAH

CONTACT:
BRAD REYNOLDS
PHONE: 801-281-2200

RIDGES AT MURRAY

5322 S. ALLENDALE DRIVE
MURRAY, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 169379
ROBERT Q. ELDER
2-1-2023
STATE OF UTAH

UTILITY PLAN

PROJECT NUMBER	PRINT DATE
11258	2/1/23
DRAWN BY	CHECKED BY
PROJECT MANAGER	

C-300

SHEET INDEX

SHEET	DESCRIPTION
L100	COVER SHEET
L101	OVERALL LANDSCAPE PLAN
L102	PLANTING PLAN
L103	PLANTING PLAN
L104	LANDSCAPE DETAILS
L105	PLANTING LEGEND
LI100	IRRIGATION PLAN
LI101	IRRIGATION DETAILS
LI102	IRRIGATION DETAILS

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THE RIDGES AT MURRAY

ADDRESS
MURRAY, UT 84123

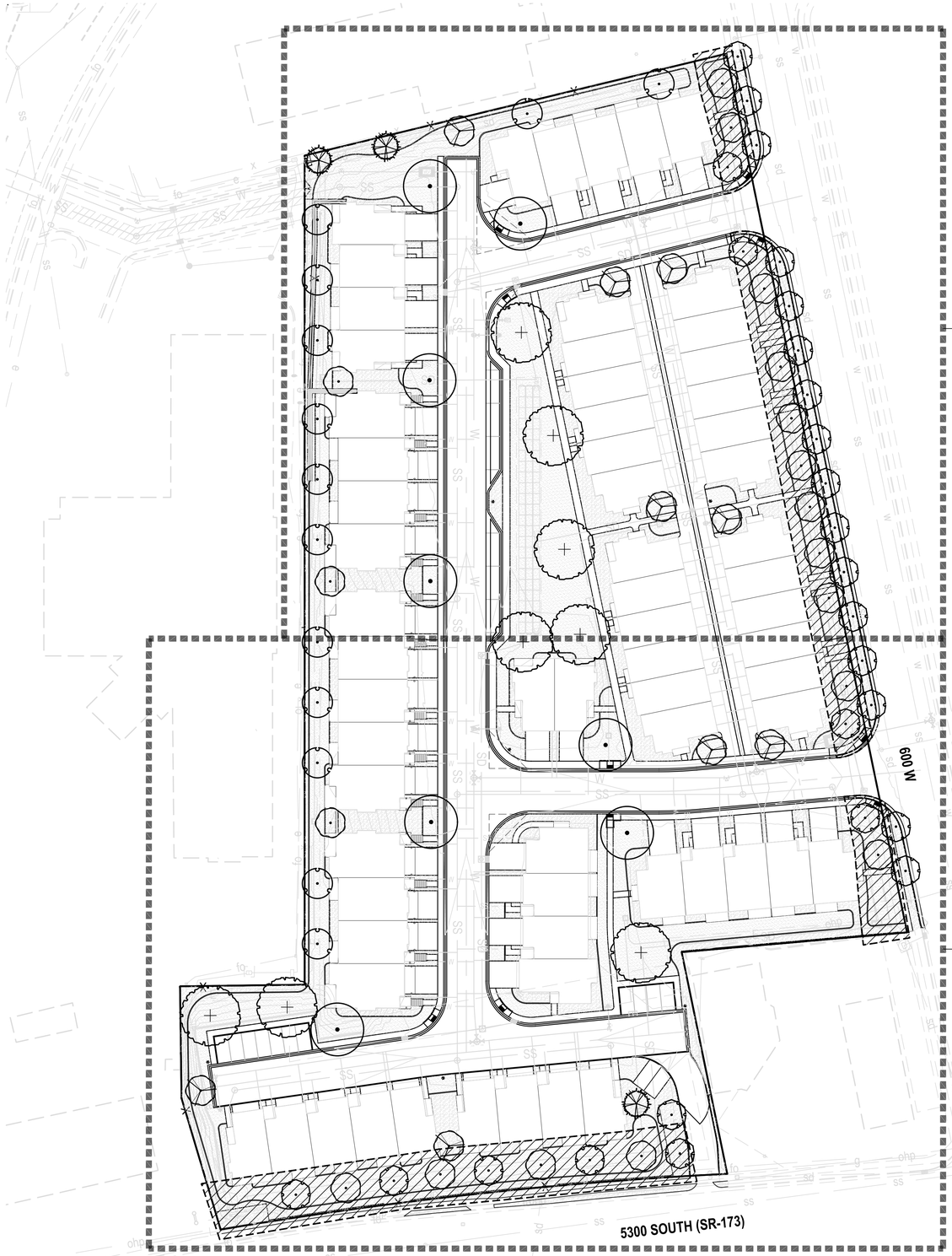
PROJECT NO. 22135
DATE: 10 January 2023

REVISIONS:

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
L100

LANDSCAPE



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SEE SHEET L105 FOR PLANTING LEGEND

LEGEND

SYMBOL	DESCRIPTION	QTY
	KENTUCKY BLUEGRASS SOD, DROUGHT TOLERANT VARIETY	47,349 SF
	PLANTER BED WITH LANDSCAPE ROCK 3-4" SIZE, 4" DEPTH WITH WEED BARRIER FABRIC	32,792 SF
	FRONT SETBACK AREAS - MIN. 10' FROM BACK OF SIDEWALK UP TO BUILDING	782 LF

TOTAL BASE OPEN SPACE AREA 80,142 SF (32.5% OF SITE)

		PROVIDED	REQUIRED
STREET TREES (30' SPACING) FRONT SETBACK AREA (100 LF OF FRONTAGE)	TREES:	16	16
		24	24
	SHRUBS:		
	5 GAL	129	40
	1 GAL	226	80
PLANT BED COVERAGE (SEE SHEET L105 FOR COVERAGE CALCULATIONS)		50.2%	50%

PLANTING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE OF ALL RELATED EXISTING CONDITIONS, UTILITIES, PIPES, AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES, INCLUDING DEPTHS, PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY AND ALL COST OR OTHER LIABILITIES INCURRED DUE TO DAMAGE OF SAID UTILITIES/ STRUCTURES/ETC.
2. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS ENCOUNTERED ON SITE AND PLANS, CONTRACTOR IS REQUIRED TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTORS LIABILITY TO RELOCATE THE MATERIALS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH ALL PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES AND HAVE NATURAL FULL SHAPES. PRE-SELECTED OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO MAINTAIN AND WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS. ALL PLANTS SHALL BE SUBJECT TO OWNER'S APPROVAL PRIOR TO INSTALLATION.
4. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREES.
5. CONTRACTOR TO REMOVE TREE STAKES AT END OF GUARANTEE PERIOD.
6. CONTRACTOR TO PRUNE TREES AS DIRECTED BY LANDSCAPE ARCHITECT FOR PROPER SHAPING OF TREES.
7. REMOVE ALL TAGS, TIES AND FLAGGING FROM ALL PLANT MATERIAL.
8. 8. MULCH: AFTER COMPLETION OF ALL PLANTING, ALL IRRIGATED NON-GRASS AREAS SHALL BE COVERED WITH A MINIMUM LAYER OF FOUR (4) INCHES OF MULCH. NON-POROUS MATERIAL SHALL NOT BE PLACED UNDER THE MULCH.
9. ALL LAWN/TURF AREAS TO RECEIVE 4" OF TOPSOIL PRIOR TO LAYING SOD. ALL SHRUB/PERENNIAL PLANTING AREAS TO RECEIVE 12" OF TOPSOIL PRIOR TO PLANTING UNLESS OTHERWISE INDICATED.
10. EVERGREEN TREES ARE NOT TO BE PRUNED

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THE RIDGES AT MURRAY
ADDRESS
MURRAY, UT 84123

PROJECT NO. 22135
DATE: 10 January 2023

REVISIONS:

SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L101

LANDSCAPE

2023-02-20 10:08

LEGEND

SYMBOL	DESCRIPTION	QTY	PRECIP	PSI	GPM
	AREA FOR DRIP EMITTERS POINT SOURCE DRIP EMITTERS PROVIDED FOR EACH PLANT AS FOLLOWS: 1 GAL.: 2 EMITTERS @ 1 GPH EACH 5 GAL.: 2 EMITTERS @ 2 GPH EACH EQUIPMENT: - RAINBIRD XERICBUG EMITTERS - RAINBIRD XCB-100-PRB-COM VALVE	32,672 S.F.	0.15 in/h	30	51
	ROTARY HEADS HEAD TO HEAD COVERAGE EQUIPMENT: - HUNTER MP HEADS - PEB VALVE (RAINBIRD)	38,812 S.F.	0.4 in/h	40	161
	ROTOR HEADS HEAD TO HEAD COVERAGE EQUIPMENT: - RAINBIRD 5000 HEADS - PEB VALVE (RAINBIRD)	8,666 S.F.	0.75 in/h	50	68

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION					DETAIL
	TREE CENTERS				11	6/LI102
				TOTAL GPM: 292		

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
BF	MAIN LINE CONNECTION ASSEMBLY 1-1/2" BACKFLOW DEVICE: ZURN 1.5" REDUCED PRESSURE 375 XL MASTER VALVE: RAINBIRD 150-EFB-CP 1.5" BRASS VALVE FLOW SENSOR: FLOMEC QS200-15 QUICK COUPLER: RAINBIRD 3-RC 3/4" WITH RUBBER COVER MANUAL DRAIN VALVE: SEE DETAILS	1/LI101
C	RAIN BIRD ESPLXME2 12 STATION TRADITIONALLY-WIRED, COMMERCIAL CONTROLLER. INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE.	8/LI101
M	WATER METER 1-1/2"	
	IRRIGATION MAINLINE: PVC SCHEDULE 40	6/LI101
	PIPE SLEEVE: PVC SCHEDULE 40	7/LI101

IRRIGATION NOTES

1. THIS PLAN PROVIDES REQUIREMENTS FOR THE DESIGN AND LAYOUT OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL PROVIDE HEAD LAYOUT THAT CONFORMS TO THE REQUIREMENTS IN THESE DRAWINGS.
2. IRRIGATION AREAS, PIPE ROUTES, AND EQUIPMENT SHOWN ARE SCHEMATIC ONLY. CONTRACTOR TO DETERMINE THE BEST LOCATION AND LAYOUT FOR ALL PIPES, EQUIPMENT, AND HEADS BASED ON EXISTING CONDITIONS, PROPOSED IMPROVEMENTS, AND THE REQUIREMENTS SET FORTH IN THESE DOCUMENTS.
3. CONTRACTOR TO USE THE IRRIGATION EQUIPMENT FROM THE IRRIGATION LEGEND AS INDICATED.
4. IRRIGATION CONTRACTOR TO INSTALL A COMPLETE NEW AND OPERATIONAL IRRIGATION SYSTEM WITHIN THE LIMIT OF WORK. INSTALL ALL IRRIGATION HEADS WITH NOZZLES OF THE APPROPRIATE SPRAY PATTERN AND RADIUS FOR THE AREA TO BE IRRIGATED.
5. THE NEW IRRIGATION SYSTEM MAY INCLUDE BUT IS NOT LIMITED TO IRRIGATION MAIN LINE (PRESSURE PIPE), LATERAL LINES (CIRCUIT PIPE), IRRIGATION VALVES, CONTROL WIRING, CONTROLLER, CONTROLLER ELECTRICAL SUPPLY, BACKFLOW PREVENTER, FILTER, GATE VALVE(S), SLEEVING, ISOLATION VALVES, QUICK COUPLER VALVES, VALVE BOXES, DRIP TUBING AND DRIP COMPONENTS AND IRRIGATION HEADS (FIXED SPRAY, ROTATORS, ROTORS, BUBBLERS).
6. WORK SHALL CONFORM WITH ALL APPLICABLE STANDARDS AND CODES.
7. IRRIGATION CONTRACTOR TO INSTALL CIRCUITS SO AS TO MAINTAIN APPROPRIATE OPERATING PRESSURE FOR EACH HEAD ON THE ENTIRE ZONE AND SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE COVERAGE OF ALL IRRIGATED AREAS.
8. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BECOME FAMILIAR WITH CONDITIONS OF THE SITE INCLUDING GRADES, LOCATIONS OF WALKS, STRUCTURES AND UTILITIES.
9. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL OF PROPOSED IRRIGATION SYSTEM PRIOR INSTALLATION OF IRRIGATION SYSTEM.
10. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION AND INSTALLATION. CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERAL LINES THROUGH WALLS, AND UNDER HARD SURFACES. SLEEVES INSTALLED AT IMPROPER DEPTHS WILL BE RE-INSTALLED BY BORING METHODS.
11. CONTROLLER LOCATION TO BE COORDINATED AND APPROVED BY LANDSCAPE ARCHITECT. INSTALL CONTROLLER AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
12. IRRIGATION CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR 120V AC ELECTRICAL POWER SOURCE AT THE CONTROLLER LOCATION. POWER SOURCE SHALL BE INSTALLED PER CODE. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER. REFER TO THE CONTROLLER MANUFACTURER'S PRODUCT SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
13. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING CONDUITS AND WIRING FROM VALVES TO CONTROLLERS.
14. INSTALL CHECK VALVES AS NEEDED TO PREVENT EXCESSIVE DRAINAGE AT LOW POINT OF EACH CIRCUIT.
15. IRRIGATION CONTRACTOR SHALL ADJUST VALVES, FLUSH AND ADJUST IRRIGATION HEADS FOR OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO HARD SURFACES AND ELIMINATE SPRAY ON BUILDINGS AND OTHER VERTICAL SURFACES.
16. ALL IRRIGATION SYSTEM COMPONENTS TO BE INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
17. IT IS THE INTENT TO HAVE ALL PIPING, VALVES, AND WIRING TO BE LOCATED IN PLANTING AREAS, WITH THE EXCEPTION OF LOCATIONS REQUIRED FOR HARD SURFACE CROSSINGS. SLEEVES WILL BE REQUIRED WHERE PIPE CROSSES BENEATH HARDSCAPE SURFACES. NOT ALL SLEEVES ARE SHOWN.
18. REFER TO PLANTING PLAN FOR COORDINATING HEAD LOCATIONS WITH TREE LOCATIONS. IRRIGATION HEADS TO BE LOCATED TO MINIMIZE TREE CREATED SPRAY SHADOW.
19. ESTIMATED STATIC WATER PRESSURE AT POINT OF CONNECTION: 80 PSI. IRRIGATION CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF STATIC PRESSURE IS LESS.
20. ALL VALVE BOXES TO BE SUPPORTED WITH BRICK AS INDICATED.
21. LOCATE IRRIGATION CONTROL VALVES IN LANDSCAPE AREAS, ADJACENT TO WALKS AND CURBS TO GREATEST EXTENT POSSIBLE. BOXES LOCATED IN LAWN AREAS SHALL HAVE GREEN LIDS, BOXES LOCATED IN PLANTER BED AREAS SHALL HAVE TAN LIDS.
22. THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS. REJECTED WORK SHALL BE BE REMOVED OR CORRECTED AS SOON AS POSSIBLE AT THE EXPENSE OF THE IRRIGATION CONTRACTOR.
23. IRRIGATION CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS.
24. PRIOR TO ACCEPTANCE OF WORK AND AS PART OF THE IRRIGATION PUNCH LIST THE IRRIGATION CONTRACTOR SHALL CONDUCT A MEETING WITH THE OWNER TO DEMONSTRATE THE OPERATION OF THE ENTIRE IRRIGATION SYSTEM INCLUDING WINTERIZATION AND START-UP PROCEDURES AND PROVIDE A RECOMMENDED IRRIGATION SCHEDULE. REMOTE OPERATING EQUIPMENT, IF ANY, SHALL BE GIVEN TO OWNER AT THIS TIME.
25. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR FOR DAMAGE TO ANY PART OF THE PROJECT PROPERTY RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT OR WORKMANSHIP, TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE COMPLETED PROMPTLY AND AT NO COST TO THE OWNER.
26. EACH TREE TO BE IRRIGATED WITH DRIP RINGS ON AN IRRIGATION SEPARATE FROM OTHER DRIP EMITTER TYPES. DRIP CIRCUITS SHALL HAVE A MAXIMUM FLOW OF 40 GPM. ,
27. ALL WIRING LAID APART FROM THE IRRIGATION MAIN LINE TO BE IN SLEEVE(S) OF ADEQUATE SIZE BURIED 18" DEEP.
28. CONTRACTOR TO CONDUCT A SYSTEM PRESSURE TEST IN THE PRESENCE OF THE LANDSCAPE ARCHITECT PRIOR TO BACKFILLING MAIN LINE TRENCHES. CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT TWO WORKING DAYS MINIMUM PRIOR TO CONDUCTING THE SYSTEM PRESSURE TEST. PRESSURE TEST MAIN LINE AND ALL VALVES INSTALLED AT 80 PSI FOR 2 HOURS MINIMUM.

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THE RIDGES AT MURRAY
ADDRESS
MURRAY, UT 84123

PROJECT NO. 22135
DATE: 10 January 2023

REVISIONS:

SHEET TITLE:
OVERALL IRRIGATION PLAN

SHEET NUMBER:
LI100

LANDSCAPE

EAST ELEVATION (SD)
3/16" = 1'-0"
2
D201

NORTH ELEVATION (SD)
3/16" = 1'-0"
1
D201

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THE RIDGES AT MURRAY- 6 PLEX REAR LOAD TOWNHOME- F,E,E,E,E,F

5300 SOUTH AND ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

FEB 7, 2023

3D View 1 — 1 / D200

3D View 3 — 3 / D200

3D View 4 — 4 / D200

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EXTERIOR VIEWS

D200

FEB 7, 2023

LEVEL 0 - PRESENTATION
3/16" = 1'-0"
1
D100

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5300 SOUTH AND ALLENDALE, MURRAY, UTAH

LEVEL 0

D100

FEB 7, 2023

LEVEL 1 - PRESENTATION
3/16" = 1'-0"
1
D101

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LEVEL 1

D101

FEB 7, 2023

LEVEL 2 - PRESENTATION

3/16" = 1'-0"

1 / D102

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LEVEL 2

D102

FEB 7, 2023

EAST ELEVATION - MATERIAL TAKE OFF

3/16" = 1'-0"

1

D203

NORTH ELEVATION - MATERIAL TAKE OFF

3/16" = 1'-0"

2

D203

MATERIAL LEGEND

- DOORS & WINDOWS
- STONE/MASONRY VENEER
- FIBER CEMENT BOARD

EAST ELEVATION

MATERIAL	SQ. FT.	%
WINDOWS & DOORS	660	24%
MASONRY	591	22%
FIBER CEMENT	1,456	54%
TOTAL SQ. FT.	2,707	100%

NORTH ELEVATION

MATERIAL	SQ. FT.	%
WINDOWS & DOORS	166	15%
MASONRY	391	35%
FIBER CEMENT	564	50%
TOTAL SQ. FT.	1,121	100%

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THE RIDGES AT MURRAY- 6 PLEX REAR LOAD TOWNHOME- F,E,E,E,E,F

5300 SOUTH AND ALLENDALE, MURRAY, UTAH

MATERIAL TAKE OFFS

D203

FEB 7, 2023

WEST ELEVATION - MATERIAL TAKE OFF

3/16" = 1'-0"

1

D204

SOUTH ELEVATION - MATERIAL TAKE OFF

3/16" = 1'-0"

2

D204

MATERIAL LEGEND

DOORS & WINDOWS

STONE/MASONRY VENEER

FIBER CEMENT BOARD

WEST ELEVATION

MATERIAL	SQ. FT.	%
WINDOWS & DOORS	925	34%
MASONRY	422	16%
FIBER CEMENT	1,337	50%
TOTAL SQ. FT.	2,684	100%

SOUTH ELEVATION

MATERIAL	SQ. FT.	%
WINDOWS & DOORS	170	15%
MASONRY	406	36%
FIBER CEMENT	528	49%
TOTAL SQ. FT.	1,104	100%

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THE RIDGES AT MURRAY- 6 PLEX REAR LOAD TOWNHOME- F,E,E,E,E,F

5300 SOUTH AND ALLENDALE, MURRAY, UTAH

MATERIAL TAKE OFFS

D204

FEB 7, 2023

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THE RIDGES AT MURRAY- 6 PLEX REAR LOAD TOWNHOME- F,E,E,E,E,F

5300 SOUTH AND ALLENDALE, MURRAY, UTAH

RENDERINGS

D205

FEB 7, 2023

NORTH ELEVATION SD
1/4" = 1'-0"
1
D200

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THE RIDGES AT MURRAY - 4 PLEX (F,D,D,F)

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D200

FEB. 7. 2023

WEST ELEVATION SD

1/4" = 1'-0"

2 D201

EAST ELEVATION SD

1/4" = 1'-0"

1 D201

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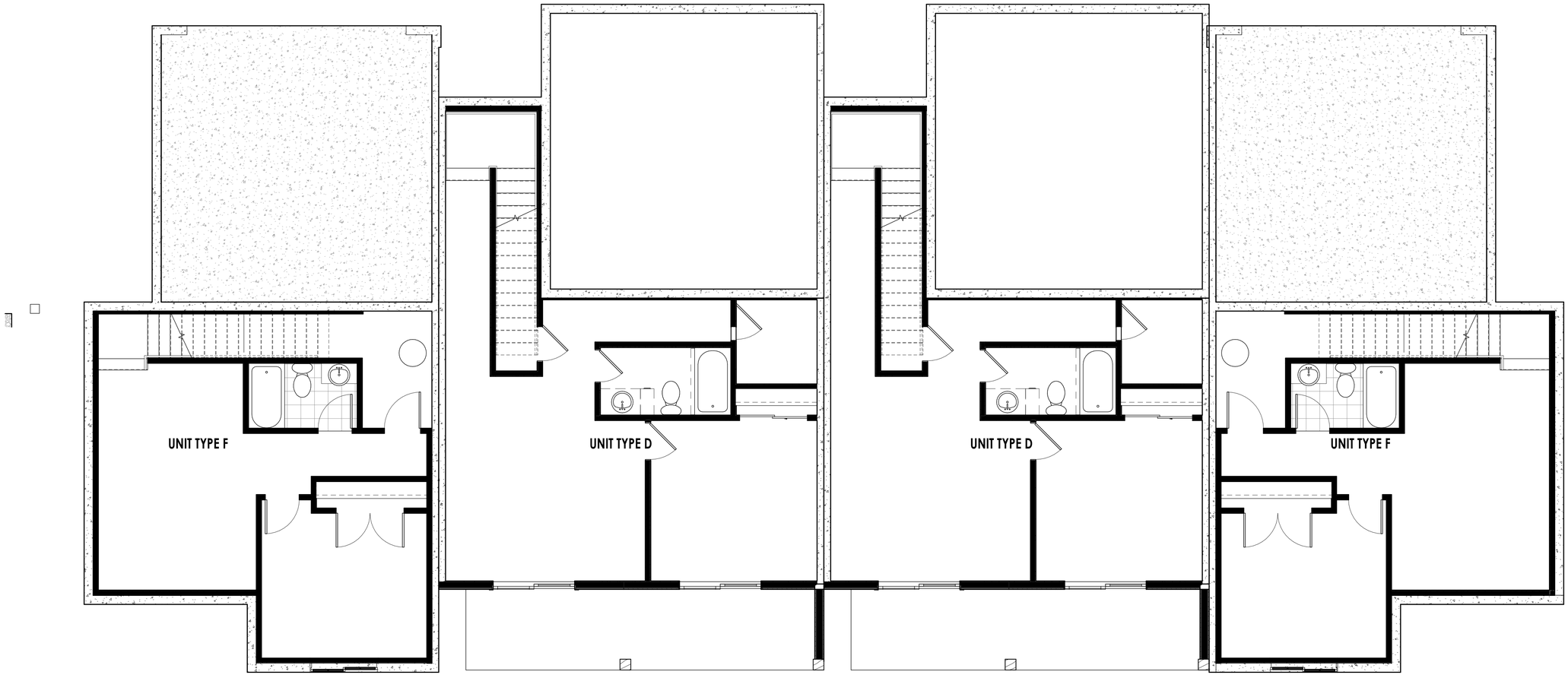
THE RIDGES AT MURRAY - 4 PLEX (F,D,D,F)

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

FEB. 7. 2023



LEVEL 0 - PRESENTATION
1/4" = 1'-0"
1
D100

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THE RIDGES AT MURRAY - 4 PLEX (F,D,D,F)

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 0

D100

FEB. 7. 2023

LEVEL 1 - PRESENTATION
1/4" = 1'-0"
1
D101

Think
Architecture

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THE RIDGES AT MURRAY - 4 PLEX (F,D,D,F)

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 1

D101

FEB. 7. 2023

LEVEL 2 - PRESENTATION
1/4" = 1'-0"
1
D102

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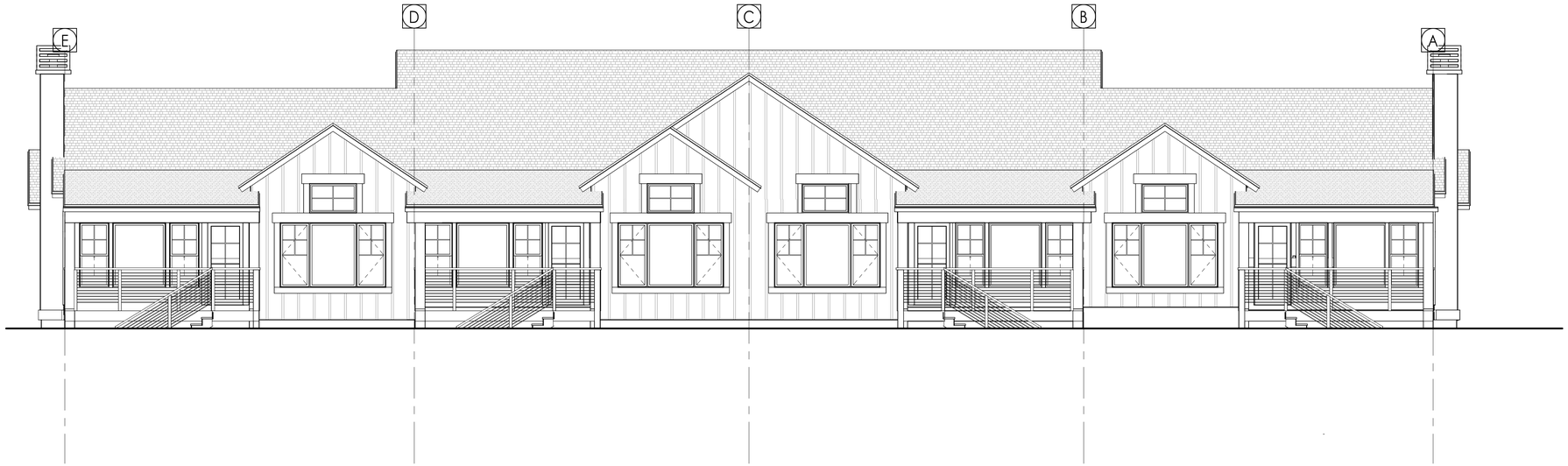
THE RIDGES AT MURRAY - 4 PLEX (F,D,D,F)

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 2

D102

FEB. 7. 2023

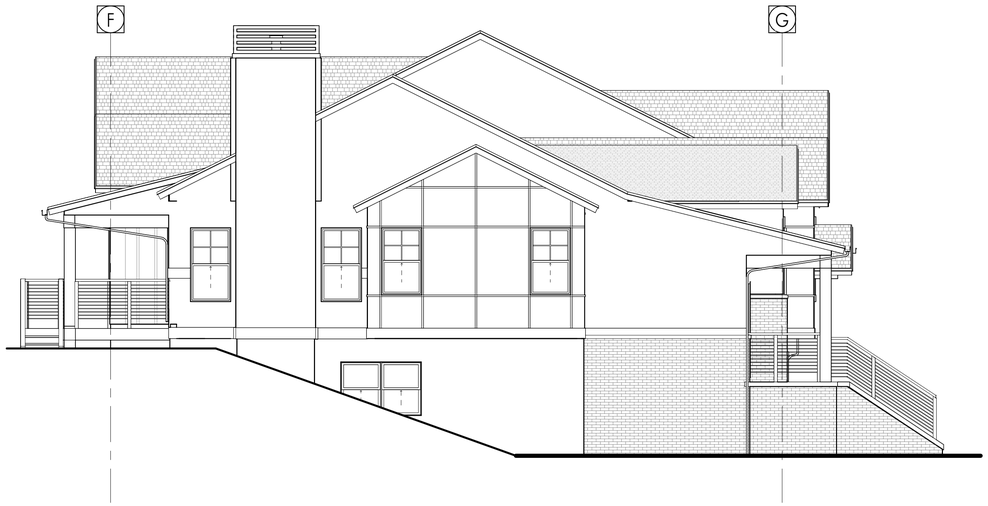


REAR ELEVATION - PRESENTATION

3/16" = 1'-0"

2

D201



LEFT ELEVATION - PRESENTATION

3/16" = 1'-0"

1

D201

Think Architecture

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THE RIDGES AT MURRAY TOWNHOMES

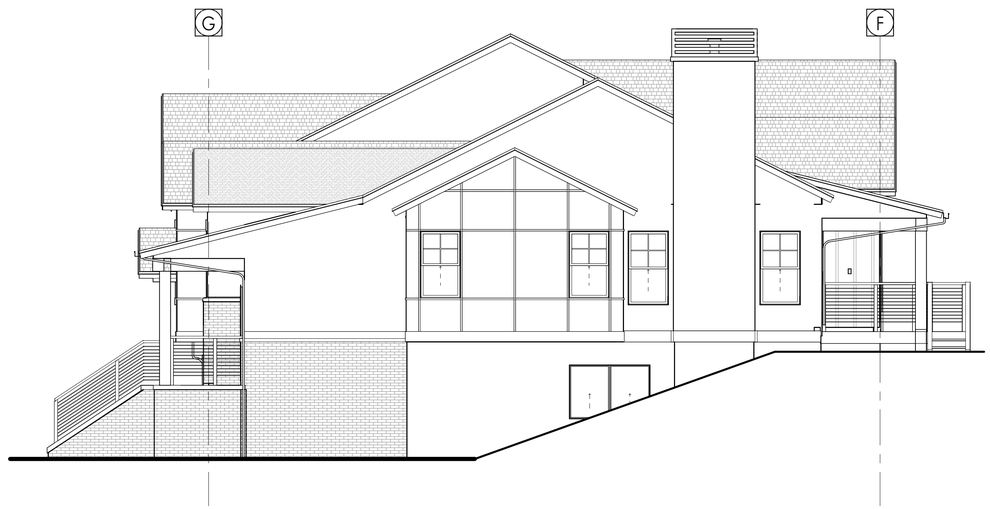
5300 SOUTH AND ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

FEB 7, 2023

FRONT ELEVATION - PRESENTATION 1
3/16" = 1'-0" D202



RIGHT ELEVATION - PRESENTATION 2
3/16" = 1'-0" D202

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THE RIDGES AT MURRAY TOWNHOMES

5300 SOUTH AND ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D202

FEB 7, 2023

NORTH ELEVATION SD 1
3/16" = 1'-0" D200

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D200

FEB 7, 2023

WEST ELEVATION SD 2 D201

3/16" = 1'-0"

EAST ELEVATION SD 1 D201

3/16" = 1'-0"

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

FEB 7, 2023

SOUTH ELEVATION SD
3/16" = 1'-0"
1
D202

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

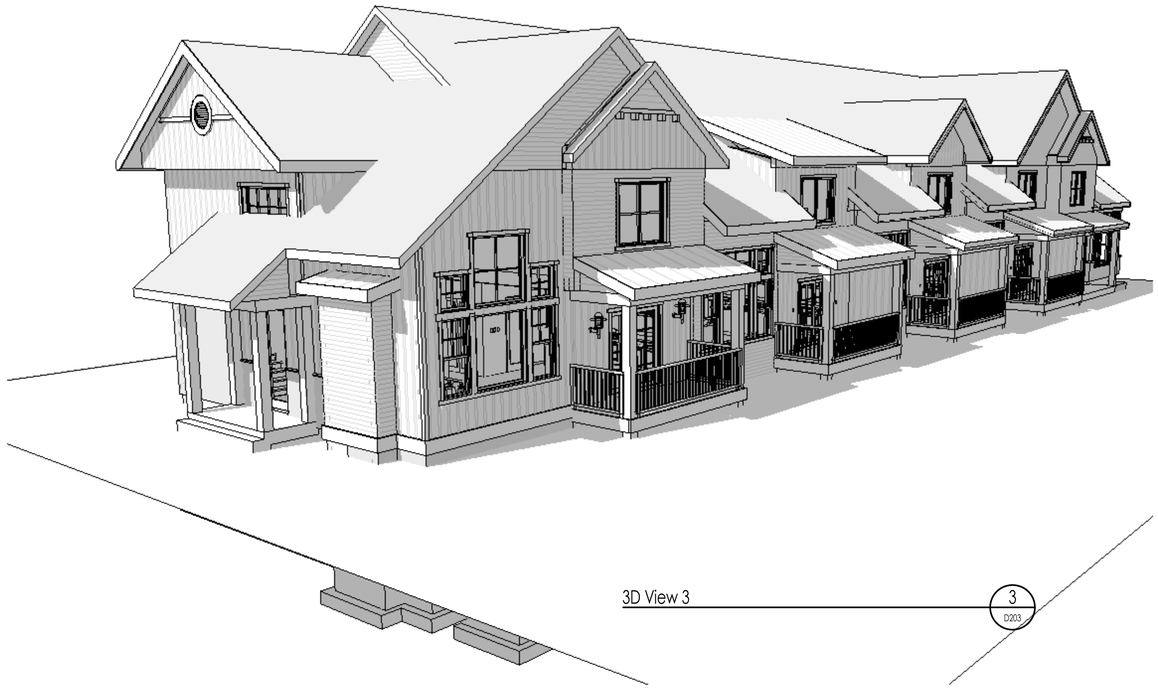
EXTERIOR ELEVATIONS

D202

FEB 7, 2023

3D View 1 — 1 / D203

3D View 2 — 4 / D203



3D View 3 — 3 / D203

3D View 4 — 2 / D203

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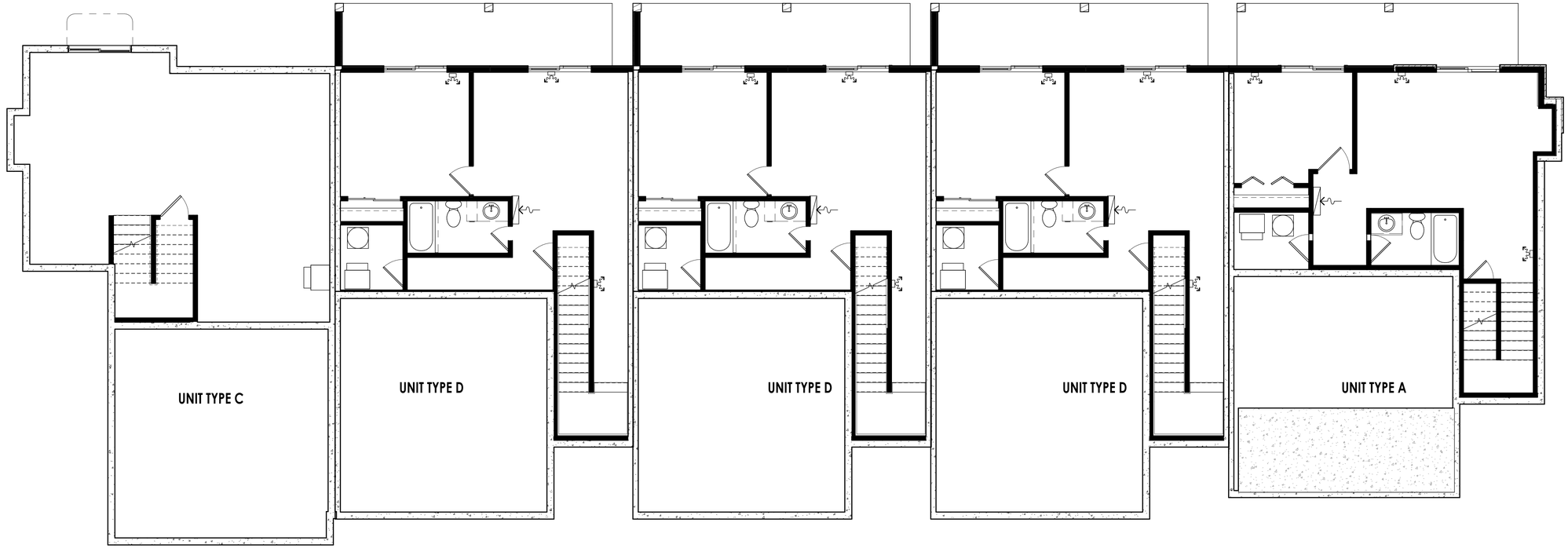
THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

PERSPECTIVE VIEWS

D203

FEB 7, 2023



LEVEL 0 - PRESENTATION
3/16" = 1'-0"
1
D100

Think
Architecture

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 0

D100

FEB 7, 2023

LEVEL 1 - PRESENTATION
3/16" = 1'-0"
1
D101

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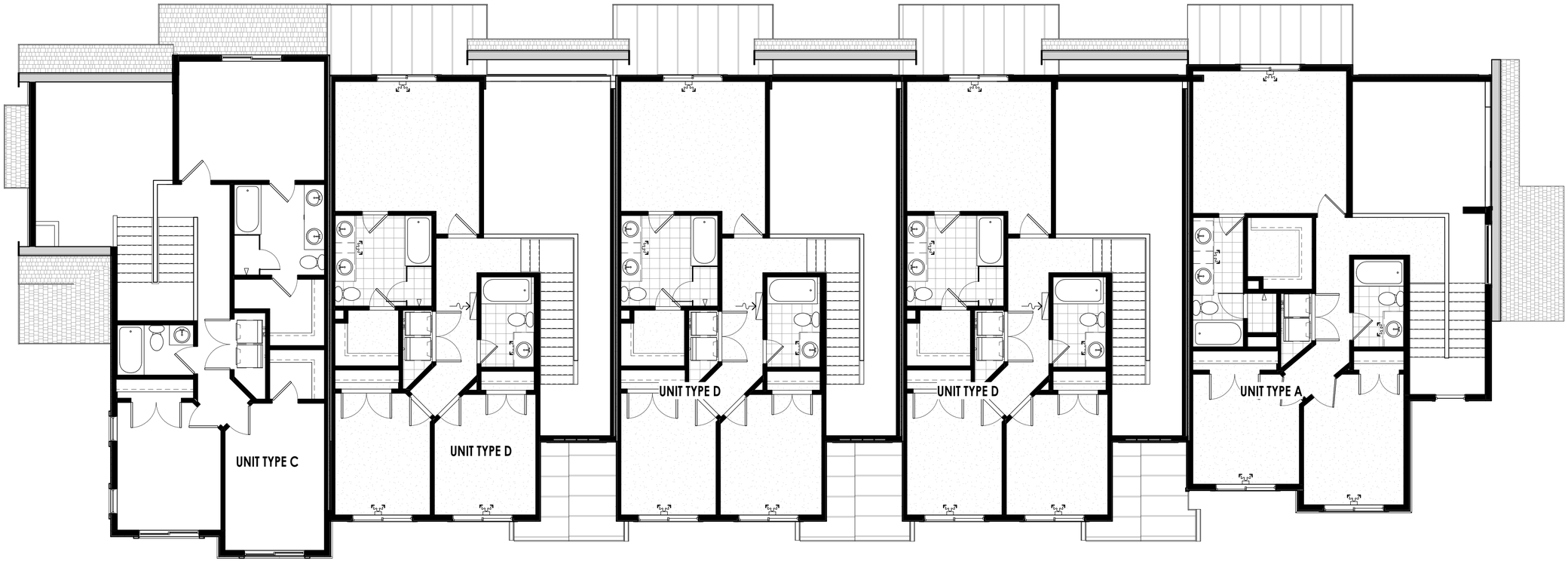
THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 1

D101

FEB 7, 2023



LEVEL 2 - PRESENTATION
3/16" = 1'-0"
1
D102

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 2

D102

FEB 7, 2023

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

RENDERINGS

D204

FEB 7, 2023

NORTH - ELEVATION 1
1/4" = 1'-0" D202

WEST - ELEVATION 2
1/4" = 1'-0" D202

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THE RIDGES AT MURRAY- DUPLEX

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D202

AUG. 8, 2020

SOUTH - ELEVATION

1/4" = 1'-0"

2

D201

EAST - ELEVATION

1/4" = 1'-0"

1

D201

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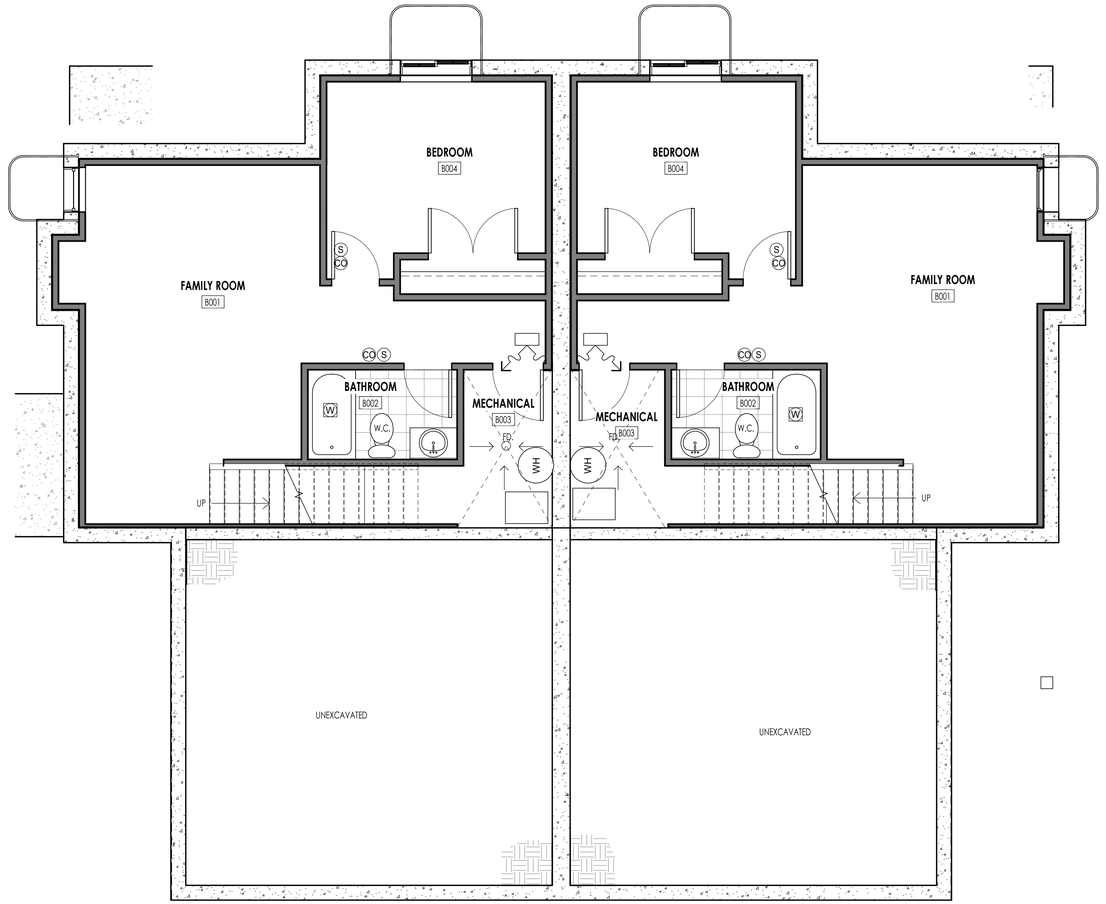
THE RIDGES AT MURRAY- DUPLEX

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

AUG. 8, 2020



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LEVEL 0 - FLOOR PLAN Copy 1

1/4" = 1'-0"

1
D100

THE RIDGES AT MURRAY- DUPLEX

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 0 FLOOR PLAN

D100

AUG. 8, 2020

LEVEL 2 - PRESENTATION 1
1/4" = 1'-0" D101

THE RIDGES AT MURRAY- DUPLEX

5300 SOUTH ALLENDALE, MURRAY, UTAH

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LEVEL 1

D101

AUG. 8, 2020

LEVEL 2 - FLOOR PLAN Copy 1

1/4" = 1'-0"

1
D102

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THE RIDGES AT MURRAY- DUPLEX

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 2

D102

AUG. 8, 2020

NORTH ELEVATION SD 1
3/16" = 1'-0" D200

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D200

FEB 7, 2023

WEST ELEVATION SD 2 D201

3/16" = 1'-0"

EAST ELEVATION SD 1 D201

3/16" = 1'-0"

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

EXTERIOR ELEVATIONS

D201

FEB 7, 2023

SOUTH ELEVATION SD
3/16" = 1'-0"
1
D202

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

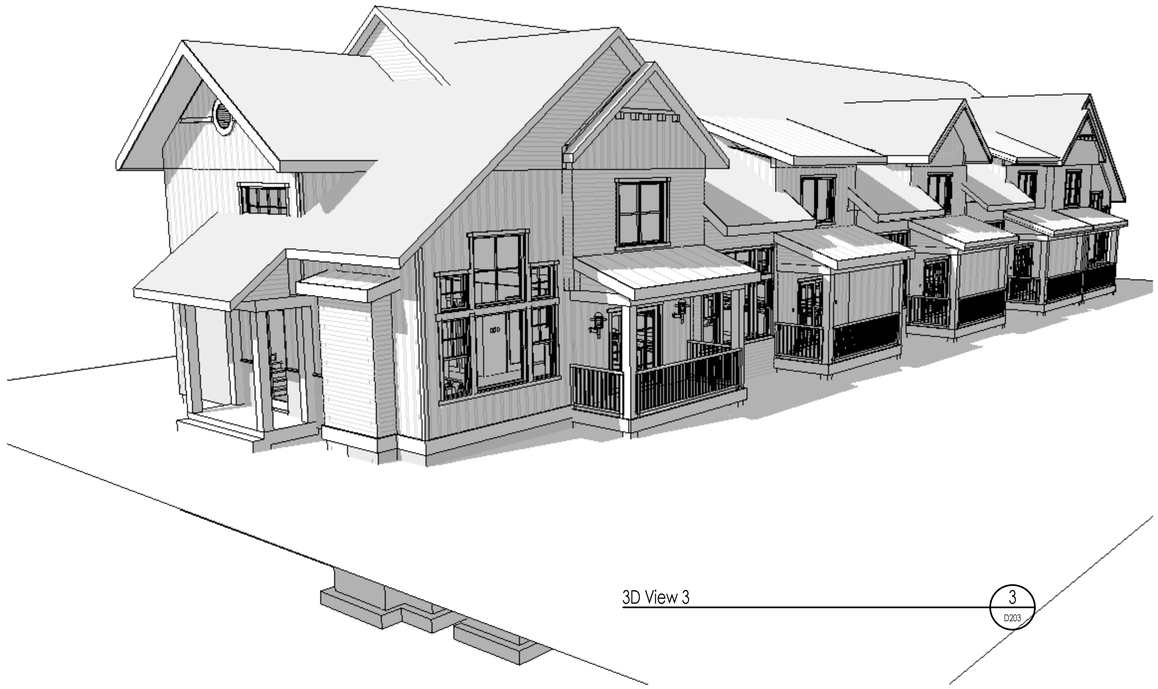
EXTERIOR ELEVATIONS

D202

FEB 7, 2023

3D View 1 — 1 / D203

3D View 2 — 4 / D203



3D View 3 — 3 / D203

3D View 4 — 2 / D203

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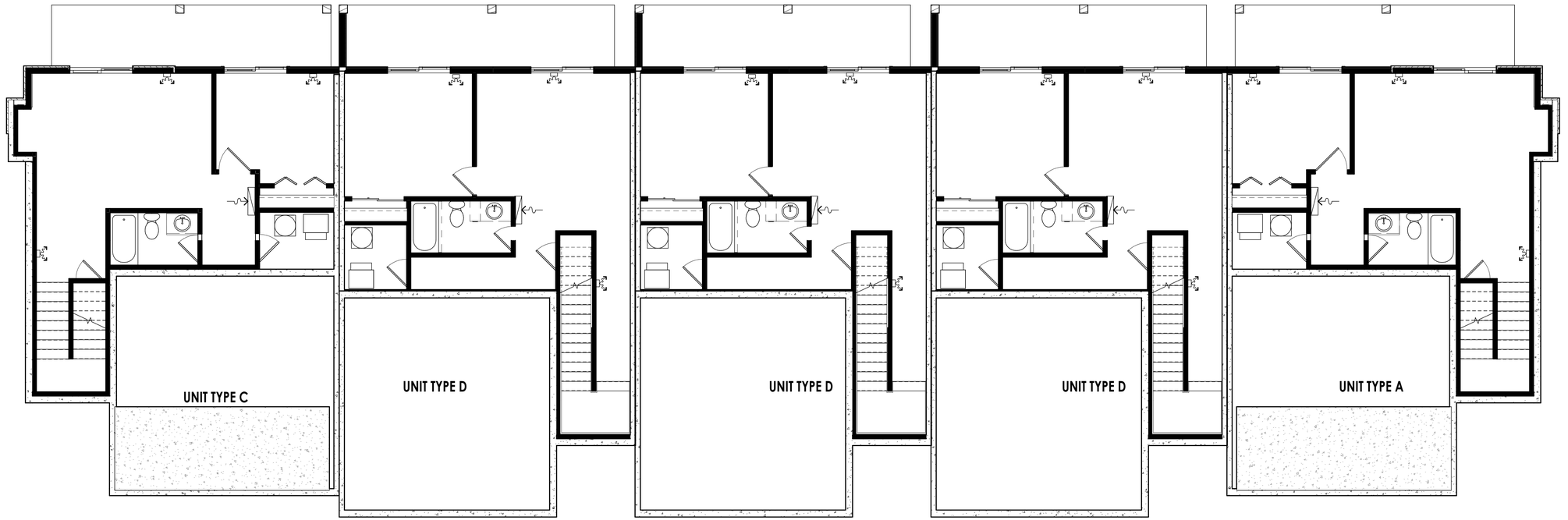
THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

PERSPECTIVE VIEWS

D203

FEB 7, 2023



LEVEL 0 - PRESENTATION

3/16" = 1'-0"

1
D100

Think
Architecture

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 0

D100

FEB 7, 2023

LEVEL 1 - PRESENTATION

3/16" = 1'-0"

1
D101

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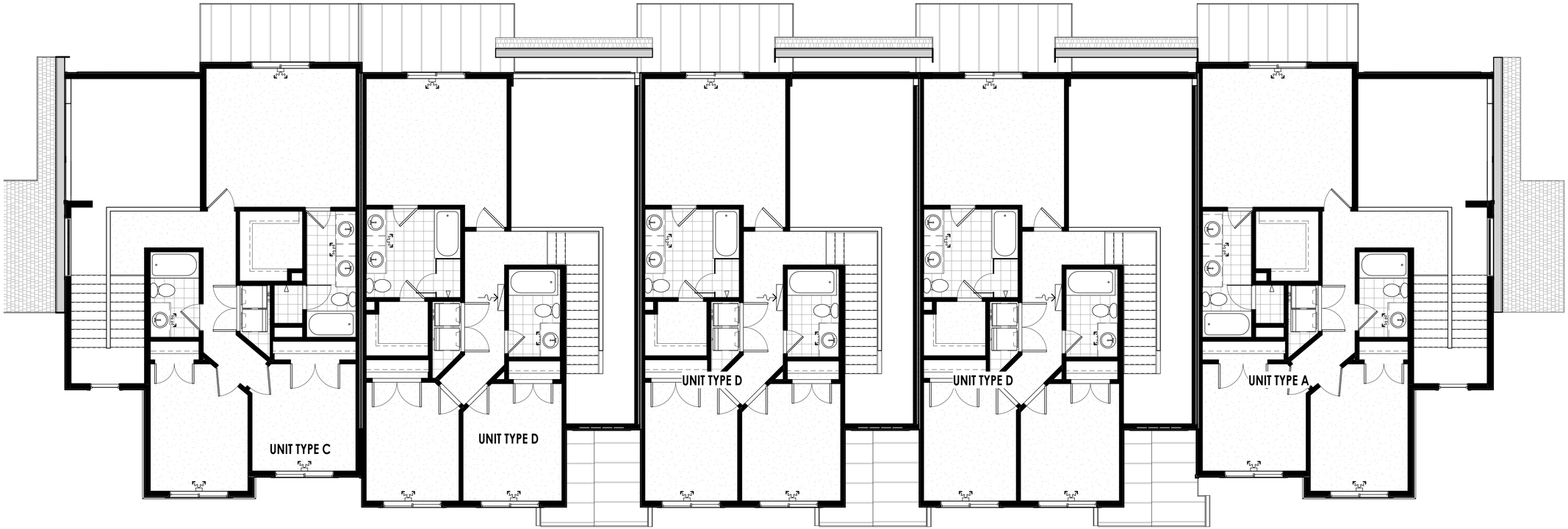
THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 1

D101

FEB 7, 2023



LEVEL 2 - PRESENTATION
3/16" = 1'-0"
1
D102

Think
Architecture

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THE RIDGES AT MURRAY- 5 PLEX- A,D,D,D,C UNITS

5300 SOUTH ALLENDALE, MURRAY, UTAH

LEVEL 2

D102

FEB 7, 2023

HALES ENGINEERING
innovative transportation solutions

662 West 5300 South

Traffic Impact Study

Murray, Utah

January 28, 2022

UT22-2093

LICENSED PROFESSIONAL ENGINEER
NO. 295699
RYAN R. HALES
01/28/2022
STATE OF UTAH

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed 662 West 5300 South development located in Murray, Utah. The 662 West 5300 South development is located near the northwest corner of Allendale Drive / 5300 South.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) conditions with and without the proposed project and to recommend mitigation measures as needed. The evening peak hour level of service (LOS) results are shown in Table ES-1.

Table ES-1: Evening Peak Hour Level of Service Results

	Intersection	Level of Service		
		Existing (2022)		
		BG	BG Mit.	PP
1	Murray Boulevard & 700 West / 5300 South	E	D	D
2	Allendale Drive / 5300 South	f	f	f
3	College Drive & Green Street / 5300 South	C	C	C
4	Allendale Drive / Murray Boulevard	b	b	c
5	South Access / Allendale Drive	-	-	d
6	North Access / Allendale Drive	-	-	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

2. BG = Background (without project traffic), PP = Plus Project (with project traffic), Mit. = Mitigated Scenario

Source: Hales Engineering, January 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of residential townhomes
- The project is anticipated to generate approximately 468 weekday daily trips, including 30 trips in the morning peak hour, and 38 trips in the evening peak hour
- Unsignalized access points are not allowed onto 5300 South per UDOT guidelines, therefore all access points to the project are on Allendale Drive
- Traffic calming measures may be implemented along Allendale Drive to reduce cut-through traffic and speeds while increasing safety

2022	Background	Plus Project

Findings	• Poor LOS at:
	  ○ **700 West & Murray Blvd / 5300 South**
	  ○ **Allendale Drive / 5300 South**
	• Excessive queuing on the SB approach of **Green Street & College Drive / 5300 South**
		• Poor LOS at Allendale Drive / 5300 South

Mitigations	• Optimize signal timing at **700 West & Murray Blvd / 5300 South** and **Green Street & College Drive / 5300 South**	• None – too close to existing signals, drivers will likely reroute

MCSD
MURRAY CITY SCHOOL DISTRICT

Jennifer Covington
Superintendent of Schools

5102 S. Commerce Drive | Murray, Utah 84107
801-264-7400 | *fax* 801-264-7456

February 9, 2023

To whom it may concern,

Murray City School District has reviewed the site plans for The Ridges at Murray on 5322 S. Allendale Drive that Brad Reynolds Construction is proposing to build. Murray City School District verifies that the development of the property will not adversely affect the schools in that area.

If you have further questions or concerns, please feel free to contact me at 801-264-7400.

Sincerely,

Scott N. Taggart, Director of Support Services

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE RIDGES AT MURRAY

Salt Lake County

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EXHIBIT A – LEGAL DESCRIPTION

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EXHIBIT C _ MAINTENANCE ALLOCATION CHART

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RIDGES AT MURRAY ("Declaration") is effective when recorded with the Salt Lake County Recorder's Office by **********, LLC, a Utah limited liability company, ("Declarant").

RECITALS

A. The real property situated in Salt Lake County, described in Exhibit A, attached to and incorporated in this Declaration by reference, is hereby submitted, together with all buildings and improvements previously, now, or hereafter constructed, and all easements and rights appurtenant thereto, to a residential planned unit development consisting of residential Living Units and related Common Areas pursuant to Utah Code § 57-8a-101 *et seq*. that shall be known as The Ridges at Murray (the "Project").

B. Declarant is the owner of the real property subject to this Declaration. By signing this Declaration, Declarant consents to subjecting the real property within the Project to the terms, covenants and restrictions contained herein.

C. Declarant hereby desires to establish for the mutual benefit of all future Owners and Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein, which shall run with and be a burden upon the Project.

D. Declarant desires to create an association of home owners, which entity shall possess the power to maintain and administer the Common Areas, collect and disburse assessments and charges hereinafter provided for, and administer and enforce the provisions of this Declaration. It is intended that this Declaration shall serve as a binding contract between the Association and each Owner; however, nothing herein, is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party. Additionally, it is not intended that this Declaration be read in conjunction with any deed or real estate purchase contract to create privity of contract between Declarant and the Association.

E. Declarant intends that the Owners, Occupants, Mortgagees, and all other persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of governance of the Project, and for establishing rules for the use, occupancy, management, and enjoyment thereof.

F. Declarant explicitly reserves for itself the option in the future to expand the Project.

ARTICLE I. DEFINITIONS

The capitalized terms used in this Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate

1.1. **Act** shall mean the Utah Community Association Act, codified at Utah Code § 57-8a-101 *et seq*., as the same may be amended from time to time.

1.2. **Additional Land** shall mean and refer to, without limitation, any parcel of land that is annexed into the Project by the Declarant.

1.3. **Articles** shall mean and refer to the Articles of Incorporation for the Association, as amended and restated from time to time.

1.4. **Assessments** shall mean any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents.

1.5. **Association** shall mean The Ridges at Murray Homeowners Association, a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.6. **Board** or **Board of Directors** shall mean the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.8. **Bylaws** shall mean the Bylaws of the Association that are attached hereto as Exhibit B, as the same may be amended from time to time.

1.9. **Common Areas** shall mean all areas of the Project outside the exterior walls of the Living Units; all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas of this Association; and other real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, Association signs or monuments, open space, landscaped areas, street signage, lighting detached from Living Units, sidewalks, extra parking stalls, and other similar improvements designated for the benefit of the Owners of this townhome Project; and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Living Unit, whether located on a Lot or lying inside of the exterior boundaries of the Living Unit.

1.10. **Common Expenses** shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act or the Governing Documents.

1.11. **Declarant** shall mean *********, LLC, a Utah limited liability company, and any successor in interest.

1.12. **Declaration** shall mean this Declaration of Covenants, Conditions and Restrictions for The Ridges at Murray, as may be amended from time to time.

1.13. **Design Guidelines** shall mean the requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Project as adopted by the Board as provided herein.

1.14. **Governing Documents** shall mean collectively, the Declaration, Articles of Incorporation, Bylaws, Plat, and any Rules adopted by the Board.

1.15. **Joint Use Agreement** means a joint use or cross easement agreement which governs the joint use and maintenance of any parcel of land, roads, storm drains, culinary water systems, secondary water systems, trash removal, and other shared facilities and

services within the Project or adjacent properties. All cost incurred by the Association for compliance with a Joint Use Agreement shall be a Common Expense. Joint Use Agreements may, but need not be recorded.

1.16. **Limited Common Areas** shall mean the Common Area reserved for the use and benefit of a designated Lot or Living Unit to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Areas shall include facilities appurtenant to the Living Units including porches, balconies, driveways, and portions of the Common Area bounded by approved fences on the Lots (if any). The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Lot and may not be severed from the ownership of the Lot. All installations or modifications of Limited Common Areas shall be approved by the Association and shall be subject to the provisions in this Declaration and the Design Guidelines. The Board shall have the power and discretion to determine the Limited Common Area boundaries if the Governing Documents are found ambiguous. If the Limited Common Areas depicted on the Plat differ in size or locations than the as built Limited Common Areas, the as built dimensions or structures installed by Declarant shall supersede anything depicted on the Plat.

1.17. **Living Unit** shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with the garage and all improvements located on a Lot which are used in connection with such residential structure. The Living Unit shall include, without limitation, the roof and all exterior surfaces, exterior and interior doors, windows, garage doors, exterior trim, gutters, downspouts, and foundations. The Living Unit shall also include all mechanical equipment and appurtenances located outside the Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Living Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Living Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Living Unit is located shall be deemed part of the Living Unit. The attached garage shall be deemed to be part of the respective Living Unit.

1.18. **Lot** shall mean each of the individual Lots within the Project, as shown on the Plat. A Lot shall include the Living Unit or other improvement or structure constructed thereon. Each Lot consists generally of all structures on or within the boundary of the Lot. The Lot shall extend to the center of the Party Wall, which shall form the boundary of the Lots sharing that wall. Subject to dividing lines between Lots, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Lot is part of the Lot if it: (1) is part of and an integral part of the Living Unit's structure (such as bay windows, pop-outs, eves, etc., not to include fences, or other appurtenant structures that merely connect to the structure); or (2) was constructed as part of the original construction of the Lot.

1.19. **Manager** shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Project.

1.20. **Member** shall mean and refer to a Lot Owner.

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

1.22. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.23. **Occupant** shall mean and refer to any Person, living, dwelling, visiting, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Living Unit. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.24. **Owner** shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.25. **Party Wall** shall mean a wall, including without limitation a foundation wall, that forms part of a Living Unit and is located on or adjacent to a boundary line between two or more adjoining Lots or Living Units that are owned by more than one (1) Owner and is used or is intended to be used by the Owners of the benefitted Living Units as a structural partition wall. A Party Wall may be separated by a sound board between two or more Living Units.

1.26. **Period of Declarant Control** shall mean the period of time during which the Declarant may act as the Board of Directors, or appoint Board Members. Such period of time shall commence on the date this Declaration is recorded and terminate on the occurrence of the earliest of the following events: (i) six (6) months after the date on which all of the Lots and all of the Additional Land, have been conveyed to Persons other than Declarant or its successors, assigns, and affiliates, regardless of whether such Additional Land has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Association. The Special Declarant Rights contained within this Declaration may last beyond the Period of Declarant Control for the maximum length permitted by law. If the Declarant elects to waive one or more, but not all, of its Special Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.

1.27. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.28. **Plat** shall mean all of the official subdivision plat(s) for The Ridges at Murray recorded as Entry #1***** on *****, 2023, filed and recorded in the official records of the Salt Lake County Recorder's Office. The term Plat shall specifically include any additional or supplemental plat(s) that may be recorded in the future comprising the Additional Land. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat and required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.29. **Project** shall include the real property described in Exhibit A and all Additional Land, together with the buildings, 66 Living Units, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to The Ridges at Murray development. The Project shall also include any Additional Land annexed into the Association and made subject to this Declaration.

1.30. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.31. **Rules** shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board.

1.32. **Supplemental Declaration** shall mean a written instrument recorded in the records of the Salt Lake County Recorder, which refers to this Declaration and which amends,

modifies, or supplements this Declaration in accordance with its terms.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission**. The real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant declares that the Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name**. The Project, as submitted to the provisions of this Declaration, shall be known as The Ridges at Murray. The Project is not a cooperative.

2.3. **Description of Improvements**. The major improvements contained in the Project will initially include townhome buildings that are divided into Lots, each with a Living Unit, totaling 66 Living Units. Other Lots or Common Area upon the Additional Land may be added as reserved by the Declarant. There are also Common Areas as further provided herein, along with other improvements detailed on the Plat. All improvements shall be constructed in a style and of materials determined by the Declarant during the Period of Declarant Control, and afterwards, by the Board. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. **Expansion of Project**. The Project may be expanded by the Declarant by the recording of a Supplemental Declaration in accordance with the provisions of Article XII.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership**. Every Owner shall be a Member of the Association with one membership interest per Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights**. Except as otherwise disallowed in this Declaration or the Bylaws, or limited by the Special Declarant Rights, Owners shall be entitled to one vote per Lot owned.

3.3. **Multiple Ownership Interests**. If there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

3.4. **Record of Ownership**. Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the

Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS

4.1. **Easement of Enjoyment**. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner. This right of easement shall only extend to the Limited Common Area appurtenant to the Lot and not to other Limited Common Areas.

4.2. **Title to Common Areas**. The Declarant may convey title to the Association of various Common Areas; however, neither this conveyance nor any other provision of the Declaration shall be construed to create a contractual relationship between the Association and Declarant.

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

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

2) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities situation upon the Common Areas;

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

4) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules;

5) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by at least sixty-seven percent (67%) of the Owners.

4.4. **Delegation of Use**. An Owner may delegate his right of use and enjoyment to the Common Areas to family members, tenants, or contract purchasers who reside on the Project. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner, as described in the preceding Section.

4.5. **Association Easement**. The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.

4.6. **Easement for Utility Services**. In addition to the easements identified in the Plats, the Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable. If any utility company or municipal authority requests that a more specific easement be granted in its favor in substitution for the easement hereby established with respect to the Common Areas, the Board shall have the power and authority, without the need for any consent by the Owners to grant the more specific easement on such terms and conditions as the Board deems appropriate. It is intended that this utility easement be construed broadly and such easement shall specifically include the areas directly underneath and across the entire main floor of each Living Unit for the installation and maintenance of utility lines across and through each townhome building and all Living Units therein.

4.7. **Easements for Encroachments**. If any portion of a Common Area or Limited Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot, Limited Common Area, or the Common Area as a result of the manner in which the improvements were initially approved or constructed, or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

4.8. **Party Wall and Shared Roof Easement**. Each Owner hereby acknowledges and agrees that a Party Wall or shared roof may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the adjoining Owner of the other Lot that shares the Party Wall, or shared roof, an easement over and upon its Lot for the purpose of maintaining the Party Wall and shared roof. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Party Wall and shared roof and the performance of each Owner's obligation to maintain and repair the townhome structure.

4.9. **Right to Enter**. The Association, acting through the Board or its duly authorized agent, shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Living Unit, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Living Units, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Living Unit without the consent of the Lot Owner unless there is an emergency threatening another Living Unit, the Occupants of another Living Unit, or the structural integrity of a townhome building. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot or Living Unit under this Section and shall defend, indemnify, and hold harmless the Association for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.

ARTICLE V. BUDGET AND ASSESSMENTS

5.1. **Annual Budget**. The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The

Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to the Owners within thirty (30) days after adoption. Owners may not disapprove a budget during the Period of Declarant Control.

5.2. **Covenant to Pay Assessments**. Each Owner of a Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including without limitation, all Annual, Special, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

5.3. **Purpose of Assessments**. Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; shared utility and bulk service fees; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

5.4. **Declarant's Exemption From Assessments**. Anything contained in the Governing Documents to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lot owned by it until such time as the Declarant elects in writing to pay Assessments, and only for so long as the Declarant elects to pay Assessments. In addition, the Declarant may exempt Lots owned by Declarant affiliates from the payment of Assessments During the Period of Declarant Control, in the Declarant's sole discretion.

5.5. **Annual Assessments**. Annual Assessments shall be made on a calendar year basis based on each Owner's allocated proportion of the upcoming annual budget. The Board shall give written notice of each Annual Assessment not less than fifteen (15) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments on dates established by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the new amount.

5.6. **Special Assessments**. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments over one-thousand five hundred dollars ($1,500) in a calendar year must be approved and assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice. Notwithstanding the foregoing, Declarant may levy Special Assessments in any amount deemed necessary during the Period of Declarant Control without Owner approval.

5.7. **Individual Assessments**. In addition to Annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for:

(a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Living Unit and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating to any of the foregoing, regardless of whether a lawsuit is filed. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner's or his/her Occupants' negligence.

5.8. **Allocation of Assessments**. Annual and Special Assessments shall be fixed at an equal uniform rate for all Lots. Individual Assessments shall be allocated separately to each Lot based on the costs incurred by the Association.

5.9. **Application of Excess Assessments**. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

5.10. **No Offsets**. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.

5.11. **Certificate Regarding Payment**. Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee as permitted in the Act.

5.12. **Personal Obligation and Lien**. All Assessments, together with any interest, late fees, collection costs, and attorney fees shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made pursuant to Utah Code § 57-8a-301; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for

payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

5.13. **Billing and Collection Procedures**. The Board shall have the right to adopt Rules setting forth procedures for the billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident at the Project.

5.14. **Due Date and Delinquency**. Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

5.15. **Collection Charge**. If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar ($25.00) late fee each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid.

5.16. **Collection Action at Law**. The Association may exercise any or all of the following remedies to collect delinquent Assessments:

1) The Association may suspend such Owner's voting rights.

2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Salt Lake County against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease,

mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If the delinquent Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

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

7) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

5.17. **Power of Sale**. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

5.18. **Reserve Account**. The Board shall establish a reserve account to fund long-term maintenance of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a reserve account. The Board shall not be personally liable for failure to fund a reserve account unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

5.19. **Reinvestment Fee Covenant**. A Reinvestment Fee Covenant is hereby established as permitted under Utah Code § 57-1-46. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section. If established, the following terms and conditions shall govern Reinvestment Fees:

1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

2) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.

3) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

4) All transfers of Lots from Declarant to a Declarant related entity shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such Transferee is a related entity and if a Reinvestment Fee applies.

5.20. **Account Payoff Fees**. The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars ($50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

5.21. **Association Responsibility after Foreclosure**. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Mortgagees cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

5.22. **Homestead Waiver**. Pursuant to Utah Code § 57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. **Organization of Association**. The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors.

6.2. **Legal Organization**. The Association may be incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

6.3. **General Powers and Obligations**. The Association shall have, exercise and perform all of the following powers, duties, and obligations:

1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;

2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;

3) The powers, duties, and obligations of a homeowners association pursuant to

the Utah Community Association Act, or any successor thereto;

4) The powers, duties, and obligations not reserved specifically to Owners; and

5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Governing Documents or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.4. **Specific Powers and Duties**. The powers and duties of the Association shall include, without limitation, the following:

1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

3) **Rulemaking.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project. Pursuant to Utah Code § 57-8a-218(17), the requirements of Utah Code §§ 57-8a-218(1) through (13), except subsection (1)(b)(ii), are hereby modified to not apply to the Association.

4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents in accordance with the provisions of the Governing Documents and the Act.

6) **Title to Common Areas**. The Association may hold title to Common Areas conveyed to it by the Declarant or other person, and shall pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

7) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project. The Board has no authority to enter into a management agreement or contract inconsistent with the terms

of the Governing Documents or that provides for a termination fee or requirement for termination for cause.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other common law or statutory right which the Association is granted subject to the limitations set forth in Article XVI.

9) **Bulk Service Agreements**. The Association shall have the right to enter agreements, as the Board deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Lots or groups of Lots. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

10) **Loans**. The Association shall have the authority to obtain loans for the efficient operation of the Association and may use Common Area and other assets of the Association as collateral for financing. A majority vote of the Board shall be required prior to obtaining any loan.

11) **Joint Use/Cost Sharing Agreements.** The Association shall have the right to enter agreements for the maintenance, repair, and replacement of improvements or facilities which use may be shared with other homeowners associations or other property owners. The shared facilities and improvements appurtenant to the agreements may be located within or outside the Project. Each Owner hereby consents and agrees that the Association shall have the authority to record any Joint Use Agreements it enters into against each Lot within the Project.

6.5. **Liability.** Board Members and officers of the Association shall not be liable to the Association or to any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful misconduct. If a Board Member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend, indemnify, and hold harmless such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board Member or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his/her duties.

6.6. **Board of Directors**. The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth requirements for serving on the Board.

Notwithstanding the foregoing, during the Period of Declarant Control, the Declarant shall have the sole authority to act as the Board of Directors, or to appoint Board Members. Declarant appointed Board Members shall not be bound by the qualification requirements in the Bylaws.

6.7. **Board Indemnification**. Each past and present Board Member (including the Declarant and its appointees) shall be entitled to defense and indemnification to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

6.8. **Registration with the State**. In compliance with Utah Code § 57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

6.9. **Registered Agent**. The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

6.10. **Records**. Owners shall have the right to inspect Association Records within a reasonable time following an Owner's request. "Association Records" are limited to the following documents and information: (a) Declaration, (b) Bylaws, (c) Articles of Incorporation, (d) minutes of Owner meetings and Board meetings, (e) most recent approved budget, (f) a record of all actions taken by Owners or the Board without a meeting, (g) a record of all actions taken by a committee of the Board in place of the Board, (h) a record of all waivers of notices for Owner meetings and Board meetings, (i) a list of all Owners in alphabetical order showing their address and the number of votes each Owner is entitled, (j) all resolutions adopted by the Board currently in effect, (k) all written communications to Owners generally as Members for a period of three years, (l) a list of Board member names and addresses, (m) a copy of the most recent annual report delivered to the State, (n) all annual financial statements (balance sheet and profit and loss statement) of the Association for the past three years, and (o) the most recent reserve analysis. Association Records shall specifically exclude emails, texts, phone calls, writings, and personal communications between Board Members or Owners. The Board shall have the power and discretion to determine what documents or information are considered Association Records if there is a dispute over the definitions or language provided in this Section. The Association shall have no duty to keep, maintain, produce, or permit inspection of any documents, draft documents, electronic files, or other information not explicitly identified in Utah Code §§ 57-8a-227(1)(a)(ii) and 16-6a-1601. The Board shall have the sole discretion to determine the format in which documents and records are kept. The Association may redact any private, privileged, or sensitive information from Association Records produced herein, in the Board's discretion. The Association may provide additional information or documents to Owners not identified as Association Records herein, in the Board's discretion. The Association may make Association Records available via a website, and if so provided, then the Association shall have met its record inspection obligations set forth in this Section or other applicable law for all such documents posted thereon.

6.11. **Management**. The Project may be managed by a professional manager, selected by the Declarant, or upon the termination of the Period of Declarant Control, shall be selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause. Following the Period of Declarant Control, the Board shall have the option to either renew the contract with the Declarant selected Manager, or hire a different Manager.

ARTICLE VII. MAINTENANCE

7.1. **Association Maintenance**. The Association shall maintain, repair, and replace the Common Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to: (i) the common landscaped areas surrounding the townhome buildings; (ii) private utility lines owned or controlled by the Association that

serve more than one Living Unit; (iii) landscape and drainage easements owned or controlled by the Association; (iv) private roads, sidewalks, parking areas, street lights, street signs and related facilities within the Project; (v) snow removal on private roads, Common Areas, and sidewalks; and (vi) personal property owned by the Association. The Association shall have no responsibility to maintain or repair the public streets within the Project. The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any interior building maintenance and/or repair of any part of a Lot, Living Unit, the Limited Common Area, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance.

A maintenance allocation chart has been attached hereto as Exhibit C, which further defines and clarifies Association and Owner maintenance, repair, and replacement responsibilities. If there is a conflict between the maintenance allocations set forth in this Article and Exhibit C, then the allocations set forth in Exhibit C shall control.

7.2. **Owner Maintenance**. Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot and Living Unit, and the Limited Common Areas serving each respective Lot and Living Unit, including but not limited to the maintenance, repair, and replacement of exterior walls, roofs, gutters, down spouts, soffits, fascia, driveways, interior structural elements of the Lot and Living Unit, foundations, windows, doors, and utility lines that solely service the Lot or Living Unit. The responsibility and cost to maintain, repair and replace, party walls, or other shared facilities not maintained by the Association shall be borne pro rata by the Lot Owners benefited thereby. Each Owner shall paint, repair, and otherwise maintain the interior of its Living Unit and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems. Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot or Limited Common Area.

If applicable, Owners shall be responsible to maintain, repair, and replace fences on the boundaries of their Lots or the Limited Common Areas serving their respective Lots. Fence maintenance costs shall be borne pro rata by all Owners bounded or benefitted thereby. In the event an Owner fails to provide unrestricted access to the landscaped area within an enclosed fence, the Association shall have no obligation to maintain, repair, or replace such areas while access is restricted, or to maintain, repair, or replace landscaping, irrigation systems, or any other unmaintained or damaged property arising out of or resulting from the Owner's failure to provide unrestricted access.

Further descriptions of Owner maintenance, repair, and replacement responsibilities are contained in the maintenance allocation chart attached as Exhibit C.

7.3. **Party Wall and Shared Roof Maintenance**. By acceptance of a deed to a Lot, each Owner hereby acknowledges, agrees, and understands that it is essential that the Party Walls and shared roofs be maintained in good condition and repair to preserve the integrity of the Living Units as they are used and occupied by Owners. Each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Party Wall and shared roof appurtenant to their Living Unit. With respect to the surface components of the Party Wall, each Owner agrees to maintain and keep in good condition and repair, including the making of replacements as needed, all surface components which face into such Owners' respective Living Unit. With respect to pipes, conduits, ducts, and other utility service lines and connections which benefit one or more, but fewer than all, of the Owners, the

Owner(s) benefited thereby shall be fully and personally responsible for the cost of maintaining such items in good condition and repair, including the making of replacements as needed. If the need for maintenance or repair of a Party Wall or shared roof is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner. With respect to structural components of the Party Walls and shared roofs, except as may be otherwise provided in the immediately preceding sentences, or as otherwise maintained by the Association, the Owners benefitted by a Party Wall or shared roof agree to share equally in the cost of maintenance and upkeep thereof in good condition and repair, including the replacement thereof as necessary. If there is a dispute over the responsibility for maintenance or repair of a Party Wall or shared roof, the Association may, but shall not be required to, intervene and determine each Owner's responsibility. The Association shall have the powers set forth in Section 7.4 below to remedy any neglect in performing Party Wall or shared roof maintenance responsibilities.

7.4. **Owner Maintenance Neglect**. The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon; but only if the Owner fails to maintain and repair such Lot, Living Unit, or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all the provisions of this Declaration and such Rules.

7.5. **Maintenance Caused by Owner Negligence**. If the need for maintenance or repair of Common Areas or Limited Common Areas is caused through the willful or negligent acts of an Owner, an Occupant, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

7.6. **Utilities**. The charges for utilities that are metered separately to each Lot or Living Unit shall be the responsibility of the respective Lot Owner. In the event water, electrical, sewer, or other utilities are metered collectively or metered separately for Common Areas, then the Association shall be responsible for paying for such utility expenses, which expenses shall be a Common Expense of the Association and shall be paid through regular assessments. Owners shall also be liable for their share of all services and all utility charges arising under Joint Use Agreements.

ARTICLE VIII. INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

8.1. **Insurance**. The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. **Property Insurance**.

1) The Association shall maintain a blanket policy of property insurance covering the Project, including the Common Area and all buildings that include attached Living Units along with their fixtures and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Living Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Living Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Living Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building containing the equipment.

2) **Owner Responsibility for Payment of Deductible**. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property

insurance policy in the name of an Owner:

a) The Association's policy provides primary insurance coverage, and:

i) the Owner is responsible for the Association's policy deductible; and

ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

b) An Owner that has suffered damage to any combination of a Living Unit or a Limited Common Area appurtenant to a Living Unit ("Living Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Living Unit Damage ("Living Unit Damage Percentage") for that Living Unit to the amount of the deductible under the Association's property insurance policy; and

c) If an Owner does not pay the amount required under this Subsection within 30 days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Area appurtenant to the Living Unit, the Association may levy an assessment against the Owner for that amount.

3) **Claims Under the Deductible**. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

4) **Deductible Notice**. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

5) **No Owner Coverage**. The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property. Each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

8.3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars ($2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. **Director's and Officer's Insurance**. The Association shall obtain Directors' and

Officers' liability insurance protecting the Board, the Declarant, the officers, and the Association against claims of wrongful acts and mismanagement. To the extent reasonably available, this policy shall include coverage for: (1) failure to maintain adequate reserves, (2) failure to maintain books and records, (3) failure to enforce the Governing Documents, (4) breach of contract, (5) volunteers and employees, (6) monetary and non-monetary claims, (7) claims made under fair housing act or similar statutes or that are based on discrimination or civil rights claims, and (8) defamation. In the discretion of the Board, the policy may also include coverage for the Manager and its employees and may provide that such coverage is secondary to any other policy that covers the Manager or its employees.

8.5. **Theft and Embezzlement Insurance**. The Association may obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association in the discretion of the Board.

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

8.7. **Other Insurance**. The Association may purchase earthquake, flood, or other types of insurance that may benefit the Project, as the Board deems appropriate.

8.8. **Certificates**. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

8.9. **Named Insured**. The named insured under any policy of insurance shall be the Association. The Declarant shall be listed as an additional insured under any and all of the Association's policies of insurance. The Declarant and each Owner shall also be an insured under the Association's insurance policies as required by law.

8.10. **Owner Insurance**. Each Owner shall be responsible to purchase and maintain in force appropriate hazard, content, and liability insurance as such Owner shall determine to be appropriate to the Owner's needs, personal property, and circumstances. It is recommended that Owners obtain insurance covering at least the amount of the Association's property insurance deductible (widely recognized as an HO6 policy). The Association is not required to file claims on any of its policies for any damage or liability claim that either should or would have been covered under any Owner's policy

8.11. **Right to Negotiate All Claims & Receive Proceeds**. Insurance proceeds for a loss under the Association's property insurance policy are payable to the Association, and shall not be payable to a holder of a security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, or if there are remaining proceeds after such action as is necessary related to the property has been paid for, the remaining proceeds may be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units or may be held as credits in accordance with their interest in the Association. Each Owner hereby appoints the Association as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with

an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.12. **Owner Act Cannot Void Coverage Under Any Policy**. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.13. **Waiver of Subrogation against Owners and Association**. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, Declarant, and the Owners and their respective affiliates, agents, and employees.

8.14. **Applicable Law**. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE IX. USE RESTRICTIONS

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

9.2. **Use of Lots and Living Units**. Each Lot and Living Unit shall be used only as a single-family residential dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Living Unit except with the prior written consent of the Board and applicable governmental entities. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Living Unit; the business activity does not involve persons coming on to the Project who do not reside in the Project; the business activity does not involve the solicitation of Occupants or Owners; the business activity will not increase vehicular traffic or increase parking use in the Project; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances.

9.3. **Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot, Living Unit, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Living Units, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.4. **Recreational Vehicles**. Boats, trailers, motorhomes, trucks larger than a "one-ton" classification, commercial vehicles, camping trailers, ATVs, snowmobiles, recreational vehicles, or the like ("RVs") are prohibited from being parked in the Project other than for temporary loading and unloading. Temporary loading and unloading of RVs must be conducted in the Owner's driveway only, and any parking of RVs in a driveway is limited to a maximum of 24 hours. RVs parked in the streets or Common Area parking stalls are subject to immediate

towing without notice to the Owner or Occupant. RVs shall not be parked in an Owner's enclosed garage, as such parking is intended for parking of the Occupant's automobiles. The Board is hereby empowered to establish additional Rules relating to the parking of RVs within the Project that may expand or vary the restrictions set forth in this Section. The Association is not obligated to treat all areas equally and may adopt different parking rules for different areas or streets within the Project. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, private street or other Common Areas, except for emergency repairs to vehicles. The Association shall have the right to perform ongoing inspections of Owner's driveways and garages to ensure compliance with this Section or any Rules adopted pursuant to this Section.

9.5. **Pets**. Up to two (2) domestic pets may be kept in Living Units in conformance with local government requirements. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. The Board may adopt Rules that vary or expand upon the restrictions related to pets in this Declaration including, but not limited to, restrictions on the number and types of pets, requirements for registration with the Association, and noise limitations. All pets abide by all pet Rules adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Limited Common Area of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area or the Limited Common Area of another Member and shall be leashed or restrained whenever outside a Living Unit. The Association may levy Individual Assessments to Owners for any damages to the Common Areas and landscaping caused by a pet.

9.6. **Machinery and Equipment**. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit or appurtenant structures. Machinery or equipment used by the Association or its contractors for the maintenance of the Common Areas shall not be subject to the restrictions of this Section.

9.7. **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following:

1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;

4) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the

other residents at the Project;

5) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

7) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;

8) Too much noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

9) Allowing a pet to: be unleashed while outside of the Living Unit; urinate or defecate in the Common Areas; failing to immediately clean up feces deposited by a pet in the Common Area; make continuous barking, meowing, or other animal noises.

9.8. **Signs**. The Association may regulate and restrict signs in the Project to the extent permitted by law in the Rules. Such Rules may vary or expand upon the restrictions set forth in this Section. Unless otherwise designated in the Rules, lawn signs are prohibited, except “For Sale" or "For Rent" signs that may be placed outside the main entry of the Living Unit or as directed by the Board. All other signs may only be erected or maintained on the Project, whether in a window or otherwise, with the prior written approval of the Board. Signs may not exceed 18" X 24" in size and may only be posted into the ground with wire or stakes no more than 1" in diameter. Occupants may display one reasonably sized American flag on the exterior of a Living Unit consistent with the Freedom to Display the American Flag Act of 2005, the Utah Display of Flag Act, and Utah Code § 57-8a-219. Flags, if displayed, must be displayed in accordance with United Stated Code Title 4, Chapter 1.

9.9. **Trash Containers**. All garbage and trash shall be placed and kept in covered containers. Trash containers shall be stored in garages so as not to be visible from the street view except to make them available for a reasonable amount of time for trash collection as determined by the Board. The Association may adopt additional Rules for the storage and concealment of trash containers that vary or expand upon the restrictions in this Section.

9.10. **Parking**. Owners, Occupants, and tenants must first use their garages before other vehicles may be parked outside of the garage. Vehicles shall not be parked on the sides of the private roads, at an entrance to or in front of a garage or walkway, or at any other location within the Project which would impair vehicular access, or snow removal. Common Area parking stalls (if any) shall be subject to and governed by Association Rules, and may be assigned by the Board. The Association may charge a fee for the use of any Common Area parking stalls, which are intended to be used as vehicle parking spaces only and are restricted to such use. The Board may adopt additional Rules expanding or varying the restrictions in this Declaration relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the assessment of fines and charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

9.11. **No Patio / Deck Storage**. No observable outdoor storage of any kind shall be permitted on patios, decks, front yards, porches, etc., except for patio furniture and portable barbecue grills in good condition which may be maintained on backyard patios. Said patio furniture and outdoor storage items shall conform with standards set by the Board, which may include the regulation of colors, materials, and product types. The Association may vary or expand upon the provisions of this Section by Rule.

9.12. **Window Coverings**. Every Owner shall be obligated to ensure that window coverings are installed within their Living Unit within one week of purchasing or taking possession of the Living Unit. Furthermore, the Board is authorized to adopt and implement reasonable Rules pertaining to the type, color, material, etc. of window coverings.

9.13. **Leases**. The leasing of Living Units is permitted. The Board may adopt Rules to regulate the leasing of Living Units which may include, but are not limited to: requiring a copy of each lease to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, and any other information deemed necessary by the Board. Unless otherwise modified by Association Rule, all of the following leasing restrictions shall apply: no Owner shall be permitted to lease his/her Living Unit for transient, hotel, or seasonal purposes; all leases shall be for an initial term of no less than six (6) months; daily or weekly rentals are prohibited; no Owner may lease individual rooms to separate persons or less than his or her entire Living Unit; and all leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment. The leasing restrictions set forth in this Section shall not apply to the Declarant or a Declarant affiliated entity.

9.14. **Solar Energy Systems**. Solar energy systems are prohibited from being constructed or installed in the Project. Notwithstanding the forgoing, if the Board elects to allow solar energy systems in the Project, the Board may adopt Rules and regulations for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot, Living Unit, or townhome buildings. Solar panels or other equipment shall not be installed so as to be visible from the streets in the Project without prior approval from the Board as a variance. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. If an approved solar energy system (installation, operation, maintenance, or otherwise) causes costs to the Association, then the Board may allocate these costs to the Owner who requested or benefit from the installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as an Individual Assessment. The Board shall have the sole discretion to determine compliance with the Design Guidelines and this Section.

9.15. **Variances**. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion (by unanimous vote): (i) that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce, or (iii) that

the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Association or other Owners and Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

9.16. **Declarant Exception**. Declarant or Declarant affiliates as Owners of Living Units, shall be exempt from the restrictions contained in this Article.

ARTICLE X. ARCHITECTURAL CONTROLS.

10.1. **Architectural Controls**. The Board shall insure that all improvements and landscaping within the Project harmonize with the Design Guidelines and existing surroundings and structures. The designs of all structures and Living Units in the Project shall be limited to those approved by the Board. In the event of any reconstruction of an improvement or Living Unit due to a casualty, the design, quality, and appearance of the reconstructed improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Board. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the Board.

10.2. **Design Guidelines**. The Board may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance of the improvements within the Project. The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended.

10.3. **Declarant's Exemption**. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Living Units, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of residences within the Project. The Declarant may use Lots and other areas for parking in connection with the showing of model homes or for vehicles necessary for development and construction activities.

10.4. **Variances**. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Guidelines. Such variances must be in writing and must be signed by all of the members of the Board. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

10.5. **Liability for Damages**. The Board and/or the Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE XI. ENFORCEMENT

11.1. **Compliance with Restrictions and Rules**. Each Owner and Occupant shall comply with the Restrictions imposed by this Declaration. Further, each Owner, Occupant and guest shall fully and faithfully comply with the Association's Rules and Restrictions and shall be personally jointly and severally liable for any fines for violations thereof.

11.2. **Enforcement of Governing Documents**. The Association, Declarant, or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII. SPECIAL DECLARANT RIGHTS

12.1. **Improvements**. Declarant hereby reserves the right, without obligation, to construct:

1) Any improvement shown on the Plat or included in the Project;

2) Any Lots and corresponding Living Units upon all or any portion of the Additional Land, and the addition of the same to the Project; and

3) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

12.2. **Expandable Project**. The Declarant expressly reserves the right and option to expand the Project by the addition of Additional Land, or portions thereof, and Lots and Living Units to be constructed thereon, in accordance with the provision of this Section.

1) The Project may be expanded by the addition of all or a portion of the real property designated by Declarant, such real property or portions thereof where applicable being referred to as "Additional Land".

2) Expansion or contraction of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Owner.

3) Declarant's right to expand or contract the Project shall not expire until the Declarant elects in writing to not add Additional Land to the Project or the Period of Declarant Control expires.

4) Additional Land may be added or withdrawn in total or in part, in any order, by using any procedure or manner as Declarant may determine.

5) To submit or withdraw Additional Land to or from the Project, the Declarant shall record a Supplemental Declaration in the office of the Salt Lake County Recorder setting forth that an expansion or contraction of the Project has occurred. Such Supplemental Declaration shall include: (i) a description of the Additional Land added or withdrawn from

the Project; and (ii) shall reference this Declaration and state that the provisions of this Declaration apply to the Additional Land, or that the withdrawn land is no longer subject to the provisions of this Declaration.

12.3. **Special Declarant Rights**. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect during the entire Period of Declarant Control, or for the maximum period allowed by law:

1) the right to maintain sales offices, model Living Units, and signs advertising the Project or any Living Unit at any location in the Project;

2) the right to use easements through the Common Areas as set forth in this Declaration;

3) the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;

4) the right to convert any part of the Project to a different regime of residential ownership;

5) the right to create or designate additional Common Area or Limited Common Area within the Project;

6) the exclusive right to act as the Board of Directors, or appoint or remove Board Members in Declarant's sole discretion, during the Period of Declarant Control;

7) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;

8) the right to withdraw land from the Project for up to fifteen (15) years from the date this Declaration is recorded in the office of the Salt Lake County Recorder;

9) the right to set all assessments for the Association including annual, special, and individual assessments;

10) the right to set all fines and fees for the Association including but not limited to collection fees, reinvestment fees, architectural review fees, and fines for violations of Association Rules;

11) the exclusive right to amend the Declaration, Bylaws, Plat, and Rules of the Association without approval from any Members;

12) the right to cast all votes on behalf of all Owners for the conveyance or modification of Common Area as may be required by Utah law;

13) the right to exert any right allowed to the Board or the Association pursuant to the Act and this Declaration;

14) the right to make and adopt Association Rules without being subject to the requirements of Utah Code § 57-8a-217; and

15) pursuant to Utah Code § 57-8a-211(10), Utah Code § 57-8a-211(2) through (9), shall not apply or have any effect during the Period of Declarant Control, and the Declarant shall have no duty whatsoever to obtain a Reserve Analysis, or to fund any Reserve Fund during the Period of Declarant Control.

12.4. **Exercising Special Declarant Rights**. Declarant may exercise the Special Declarant Rights at any time prior to the expiration of the Period of Declarant Control.

Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Association or any of the Owners.

12.5. **Interference with Special Declarant Rights**. Neither the Association nor any Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

12.6. **Limitation on Improvements by Association**. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant.

12.7. **Transfer of Special Declarant Rights**. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor. A contract transferring the Declarant's rights may, but shall not be required to, be recorded in the office of the County Recorder.

12.8. **Changes by Declarant**. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Living Unit prior to the contracting for the conveyance of the Lot to a purchaser.

12.9. **Voting**. During the Period of Declarant Control, any matter voted upon by the Owners shall not become effective unless the matter is approved in writing by the Declarant.

12.10. **Easements Reserved to Declarant**.

1) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

3) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations

shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

4) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

5) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as “open space” and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

6) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

12.11. **No Modification of Declarant Rights**. The Special Declarant Rights in this Declaration or other Governing Documents, and specifically in this Article, shall not be substantively or procedurally altered, amended, or removed without the written consent of the Declarant until at least six (6) years have passed after the Period of Declarant Control has ended, at which time the Declarant’s approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of this Article without the consent of the Declarant.

ARTICLE XIII. RIGHTS OF FIRST MORTGAGEE

13.1. **Title in Mortgagee**. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot’s Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Lot.

13.2. **Notice of Default by Owner**. In the event an Owner neglects, for a period of sixty (60) days or more, to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee of such Owner's Lot.

13.3. **Priority**. No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

ARTICLE XIV. AMENDMENTS

14.1. **Amendments by Declarant**. So long as the Declarant owns one or more Lots in the Project, or any part of the Additional Land, the Declaration and the Plat may be amended or supplemented solely by the Declarant without any additional Owner approval required. In addition, no amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Lots in the Project or any part of the Additional Land. Amendments shall become effective upon recordation in the office of the County Recorder. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

14.2. **Amendments by Association**. After all of Declarant's Lots have been sold to third parties, all Additional Land has been annexed into the Project, and the Period of Declarant Control has expired, this Declaration and the Plat may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature used for voting shall be required. Notwithstanding, the foregoing, the Members' authority to amend Articles XII and XVI of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of Articles XII and XVI shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

14.3. **Necessary Amendments**. Declarant or the Association may unilaterally amend this Declaration without Owner vote if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, State, or Federal governmental agency; or (c) to correct any scrivener's error. However, any such amendment occurring after the Period of Declarant Control shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

14.4. **Validity of Amendments**. This Declaration and any amendment thereof shall be presumed to have been validly voted upon and adopted upon recordation in the office of the Salt Lake County Recorder. Any challenge to this Declaration or an amendment must be made within six (6) months of its recordation, after which any claim or defense based upon the alleged invalidity, or procedural irregularity regarding the adoption of the Declaration or an amendment shall be deemed waived. An Owner that takes title to a Lot subsequent to the recording of this Declaration or any amendment shall take title subject to all recorded documents and shall not have standing to challenge the validity or adoption of any prior recorded documents by way of affirmative claim or defense. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XV. DISPUTE RESOLUTION

15.1. **Alternative Dispute Resolution Without Litigation**Bound Parties. The Declarant; the Association; the Owners; the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing; any other

person subject to this Declaration; and any other person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all Bound Parties to encourage the amicable resolution of Claims without the emotional and financial costs of litigation or the toll or market taint such litigation can have on the value of the Project and/or the Lots that may be involved or impacted. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim defined in subsections (b) and (c), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 15.2 in a good faith effort to resolve such Claim.

(b) Claims. As used in this Article, the term "Claim" means any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements on the Project, other than matters of aesthetic judgment to be determined by the Association or Board under the Design Guidelines and other provisions hereof, which shall not be subject to review and shall not be subject to this Article.

(c) Exclusion from Definition of Claims. The following shall not be considered "Claims" unless all Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 15.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article X of this Declaration (relating to the Design Guidelines);

(iii) any suit that does not include the Declarant, any affiliate of the Declarant, or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 15.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 15.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article;

(vi) any suit or dispute between the Declarant or an affiliate of Declarant and a builder, developer, contractor(s), subcontractor(s), or any other party contracted by the Declarant or an affiliate of the Declarant in connection with the development of the Project; and

(vii) any suit or dispute involving a governmental entity as a party.

15.2. **Dispute Resolution Procedures**.Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by

mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy;

(iv) that the person alleged to be responsible for the acts giving rise to the Claim shall have six (6) months to cure or resolve the Claim; and

(v) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Right to Cure. For any Claim arising from a dispute over the construction of improvements within the Project, the Claimant shall provide Respondent six (6) months to rectify alter, or fix the claimed defect(s) in the improvements. The expiration of this six-month cure period shall be a prerequisite to Claimant's ability to initiate litigation as permitted under Section 15.3 below. For all Claims involving alleged defects in construction, the negotiation, mediation, and settlement requirements shall remain in effect during the cure period, however, the mediation deadline set forth in subsection (d) below shall be extended to expire on the same date the cure period expires.

(c) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(d) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent mediator providing dispute resolution services predominately in Utah. Each Bound Party shall present the mediator with a written summary of the Claim or will otherwise comply with the mediator's proscribed procedures and requirements for mediating claims.

(i) Waiver of Claim for Failure to Appear or Participate. If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(ii) Termination of Mediation Proceedings. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iii) Costs of Mediation. Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

(e) Settlement. Any Claim settlement through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by

the terms of such agreement, then any other party may file suit or initiate such proceedings as are necessary to enforce such agreement without the need to comply again with the procedures set forth in this Article. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney fees and court costs.

15.3. **Initiation of Litigation by Association**. The requirements of this Section are intended to be in addition to those requirements set forth in Section 57-8a-229 of the Act. After expiration of the Period of Declarant Control the Association may not bring a legal action against a Declarant, a Board of Directors, an employee, an independent contractor, an agent of the Declarant, or the previous Board of Directors related to the Period of Declarant Control unless:

(a) The Right to Cure period set forth in Section 15.2(b) above has expired;

(b) the legal action is approved in advance at a meeting by Owners holding at least 51% of the total allocated voting interests of the Owners in the Association:

(i) Owners may be represented by a proxy specifically assigned for the purpose of voting to approve or deny the proposed legal action at the meeting. Any such proxy shall not be valid unless the proxy is notarized with each Owner certifying that they have received and reviewed the information required by Section 15.4(a) and (b) below.

(c) the Association provides each Owner with the items described in Section 15.4(a) and (b), below;

(d) the Association establishes a trust account, described in Section 15.4(c) below; and

(e) the Association first goes through the procedures described in Section 15.2 above, giving notice and an opportunity to resolve the dispute that is the basis of the Claim and proposed legal action.

(f) The procedures and approval required in the preceding subsections (a) through (e) shall not be required for actions or proceedings:

(i) initiated by Declarant during the Period of Declarant Control on behalf of the Association;

(ii) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;

(iii) initiated to challenge ad valorem taxation or condemnation proceedings (including bringing an action for inverse condemnation);

(iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended without the written consent of the Declarant for a period of 10 years following the expiration of the Period of Declarant Control. Any such amendment shall also be approved by a vote of 67% of the total votes of the Association.

15.4. **Informed Vote**. Before the Owners, as Members of the Association may vote to approve the filing of a legal action for a Claim, the Association shall first provide each Owner

with:

(a) A written notice stating:

(i) that the Association is contemplating legal action;

(ii) the percentage vote required for approval of the litigation;

(iii) the date, time, and location of any Member meeting that has been scheduled to discuss the litigation or to vote on the approval of the litigation;

(iv) a description of the claims that the Association desires to pursue in sufficient detail to permit each Member to reach an informed decision on the litigation matter; and

(b) A written report from an attorney licensed to practice in Utah, which provides an assessment of:

(i) The likelihood that the legal action will succeed;

(ii) The likely amount in controversy in the legal action;

(iii) The likely cost of resolving the legal action to the Association's satisfaction; and

(iv) The likely effect the stigma of a legal action will have on value or on an Owner's ability to market for sale, or a prospective Lot buyer's ability to obtain financing for a Lot due to a pending legal action.

(v) In providing this report, the attorney shall obtain and rely on reports and assessments from experts in their field such as construction, real property, sales, or any other relevant factor in the contemplated litigation.

(c) Before the Association commences any legal action as authorized above, the Association shall:

(i) allocate an amount equal to 25% of the cost estimated to resolve the Claim not including attorney fees; and

(ii) place the 25% allocated funds in a trust account that the Association may only use to pay the costs to resolve the Claim.

Sections 15.3 and 15.4 do not apply if the Association brings a legal action that has an amount in controversy of less than $25,000.00.

15.5. **Strict Compliance Required**. Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions in this Article. The Bound Parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant Party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Article, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. If any claims or actions falling within the scope of this Article are filed without satisfying all of the requirements set forth above, such claims or actions shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied.

15.6. **Owner Warranties**. The Declarant may provide certain warranties to the Owners related to a Lot purchased. The first Owner of a Lot to whom any warranty is issued,

or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty, and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties against the Declarant, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

15.7. Unless specifically set forth in this Declaration, no action may be brought by the Association, its Board of Directors, or its Officers on behalf of an Owner, as its respective interest may appear, with respect to any cause of action against the Declarant relating to the Common Areas and facilities.

15.8. ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS ARTICLE AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS ARTICLE.

15.9. The dispute resolution restrictions contained in this Article shall not be amended, altered, or eliminated from the Declaration without the written consent of the Declarant for a period of 10 years after the expiration of the Period of Declarant Control.

ARTICLE XVI. MISCELLANEOUS

16.1. **Notices**. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. The use of the term “written notice” in this Declaration or other Governing Document shall include notices sent via email, text, facsimile, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or any notice otherwise physically received by an Owner.

Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Association’s Manager, an email address that the Association may use to effect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

16.2. **Consent in Lieu of Voting**. In any case in which this Declaration requires

authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may also use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act to obtain Owner Consent without a meeting.

16.3. **Dissolution**. The Association may be dissolved by the affirmative assent in writing from ninety percent (90%) of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth herein.

16.4. **Interpretation**. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other. Except for judicial construction, the Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

16.5. **Severability**. The invalidity or unenforceability of any portion of the Declaration by judgment or court order shall not affect the validity or enforceability of the remainder of any other provision herein, all of which shall remain in full force and effect.

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

16.7. **Fair Housing Accommodations**. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under State or Federal Fair Housing Acts, to accommodate a Person with a disability (as defined by State or Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Lot, the Common Area facilities and buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to any other Person or Owner.

16.8. **No Waiver**. No delay or failure by the Association or by any Owner to enforce

any Restriction, right, remedy, power, or provision herein contained, or contained in the Bylaws, Articles, or the Rules, in any certain instance or on any particular occasion (or partial exercise thereof) shall be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction, right, remedy, power, or provision. No Association delay or failure to demand strict adherence to the terms, Restrictions or provisions of the Governing Documents shall be deemed to constitute a course of conduct inconsistent with the Association's right at any time, before or after an Owner violation or breach, to demand strict adherence to the terms, Restrictions, or provisions of this Declaration or other Governing Document.

16.9. **Condemnation**. If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and the taking does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring the area adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, then that Lot's interest in the Common Areas shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

16.10. **Attorney Fees**. If the Association utilizes legal counsel to enforce or interpret (i.e. defending against declaratory actions) any Restriction, or after an Owner communicates or demonstrates an intent not to comply with a Restriction, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner as an Individual Assessment, regardless of whether a lawsuit is initiated or not. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

16.11. **Noncompliance Notice**. Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. By acquiring title to a Lot in the Project, all Owners agree and consent that upon any act of noncompliance, the Board, at its discretion, may record a "Notice of Noncompliance" on an offending Lot or property in the records of the County Recorder. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association pursuant to enforcement of this Section shall be charged as an Individual Assessment.

16.12. **Security**. Neither the Declarant nor the Association shall be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owners agree by purchasing a Lot in this Association that the Association, Declarant, and the Board are not insurers of the safety or well-being of Owners or Occupants, or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE

ASSOCIATION, DECLARANT, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

16.13. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Salt Lake County Recorder.

*** * * ***

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative this ___ day of _____, 2023.

DECLARANT
*********, LLC**
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of **********, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public _____

EXHIBIT A

LEGAL DESCRIPTION

All of **THE RIDGES AT MURRAY**, according to the official plat filed in the office of the Salt Lake County Recorder.

Including Lots: 1 Through 66

More particularly described as:

BOUNDARY DESCRIPTION

Amending all of Lot 1 and Lot 2 of Advanced Health Care Lot 2 (Amended) Subdivision recorded March 11, 2021 as Entry No. 13594565 in Book 2021P at Page 064, in the office of the Salt Lake County Recorder. Said parcel of land is situate in the Southwest Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point located North 0°13'20" West 2,640.17 and North 0°18'50" West 1,031.71 feet and East 295.36 feet from the found Southwest Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 76°25'39" East 287.60 feet to the Westerly Right-of-Way line of Allendale Drive;
thence South 11°37'30" East 594.62 feet along said Westerly Right-of-Way line;
thence South 85°00'00" West 150.00 feet;
thence South 11°37'30" East 150.00 feet to the Northerly Right-of-Way line of 5400 South Street;
thence Southwesterly 338.10 feet along the arc of a 2,867.93 foot radius curve to the left (center bears South 02°54'11" East and the chord bears South 83°43'11" West 337.90 feet with a central angle of 06°45'16") along said Northerly Right-of-Way line;
thence North 16°34'37" West 90.78 feet;
thence North 00°45'45" West 74.22 feet;
thence North 89°14'15" East 82.58 feet;
thence North 549.57 feet to the point of beginning.

Contains 246,611 Square Feet or 5.661 Acres and 66 Townhome Units

Parcel Numbers: **Not yet assigned**

EXHIBIT B

BYLAWS
OF
THE RIDGES AT MURRAY HOMEOWNERS ASSOCIATION

These BYLAWS OF THE RIDGES AT MURRAY HOMEOWNERS ASSOCIATION are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as The Ridges at Murray and, to further the Association's efforts to provide a quality living environment.

ARTICLE I
DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Covenants, Conditions and Restrictions for The Ridges at Murray.

ARTICLE II
APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Living Units or the mere act of occupancy or use of any said Living Units or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III
OWNERS

3.1 **Annual Meetings**. The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not

be required during the Period of Declarant Control, but the Declarant may hold Annual Meetings at its discretion.

3.2 **Special Meetings**. Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request. During the Period of Declarant Control, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings**. The Board may designate any place in Salt Lake County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

3.4 **Notice of Meetings**. The Board shall cause written or printed notice of the date, time, and location (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters**. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if he or she has fully paid his or her Assessment account (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes**. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum**. Any number of Owners present in person or by proxy at any meeting duly called and held in compliance with the requirements of these Bylaws, shall constitute a

quorum for the transaction of business and adoption of decisions.

3.8 **Proxies**. Owners shall be entitled to vote in person or by proxy at each meeting provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall make a record of all proxies in the meeting minutes.

3.9 **Votes**. Owners shall be entitled to vote on each matter submitted to an Owner vote in person, by proxy, or by any type of written or electronic ballot. Owners shall have the number of votes appertaining to the Lot of such Owner, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not delinquent and paid in full at least 48 hours prior to the start of the meeting shall be entitled to vote.

3.10 **Waiver of Irregularities**. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting or date of the action taken outside of a meeting.

3.11 **Action Taken Without a Meeting**. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Meeting Minutes**. The Secretary, or the Manager, shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The

failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each Owner meeting shall be made available to all requesting Owners within sixty (60) days of the meeting.

ARTICLE IV
BOARD OF DIRECTORS

4.1 **Powers**. The Project and the business and affairs of the Association shall be governed and managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications**. The Board of Directors shall be composed of three (3) persons. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. No two (2) Board Members may reside in the same Living Unit or be business partners if the business is related to their ownership of a Lot. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate. During the Period of Declarant Control, the qualification requirements of these Bylaws shall not apply and the Declarant may exercise all powers of the Board as permitted by law.

4.3 **Election**. During the Period of Declarant Control, Board Members (if any) shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted.

4.4 **Term of Office**. During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect Board Members for two (2) year terms. However, at the first election following the Period of Declarant Control, the two Board Members receiving the highest votes will hold two (2) year terms and the remaining Board Member will hold a one (1) year term to establish staggered terms. The terms shall overlap so that elections for Board Member positions are held each year. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings**. The Board shall hold meetings at least annually or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings**. Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member and those Owners who have requested notice.

4.7 **Meeting Notice**. Notice of Board Meeting date, time, and location shall be delivered personally, by email, by text, or by telephone to all Board members and any Owners

who have requested notice at least two days in advance of the meeting. Board Members may waive their rights to notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Quorum and Manner of Action**. A majority of Board Members shall constitute a quorum for the transaction of business. The act of a majority of the Board Members present at any meeting at which a quorum is present, and for which proper notice was provided, shall be the act of the Board. Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9 **Owner Attendance**. Any Owner may request notice of Board meetings by requesting such notice form a Board Member and providing a valid email address or text messaging number at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.10 **Open Meetings**. Except as provided in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

(a) Consult with legal counsel to obtain legal advice and discuss legal matters;

(b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;

(c) Discuss a labor or personnel matter;

(d) Discuss a matter relating to contract negotiations, including the review of a bid or proposal;

(e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or

(f) Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(6)(b) shall be open to all Owners.

4.11 **Board Meetings Generally**. The Board may designate any place in Utah County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone, video conference, or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, or video conference, the Association shall provide the call-in or internet link information such that Owners may call-in to access the meeting.

4.12 **Board Action**. Notwithstanding noncompliance with any provision within these Bylaws or other Governing Document, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with these Bylaws, , the Governing Documents, or any other irregularity, may not bring the challenge more

than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation**. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 **Resignation and Removal**. A Board Member may resign at any time by delivering a written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by a majority vote of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies**. If vacancies occur during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Vacancies occurring by reason of removal by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Board Members elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting**. Board Members have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Board Members consent to the action in writing. The term “in writing” shall specifically include email and text messaging. Board Members may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting.

4.17 **Waiver of Notice**. Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 **Adjournment**. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting**. A Board meeting does not include a gathering of Board Members at

which the Board does not conduct and vote on Association business.

ARTICLE V
OFFICERS

5.1 **Officers**. The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall not be required during the Period of Declarant Control.

5.2 **Election, Tenure, and Qualifications**. Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers**. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal**. Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies**. If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President**. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Secretary**. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.8 **Treasurer**. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.9 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for

expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI
COMMITTEES

6.1 **Designation of Committees**. The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No committee members shall receive compensation for services rendered to the Association as a member of a committee; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees**. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such records to the Board.

6.3 **Quorum and Manner of Acting**. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal**. A committee member may resign at any time by delivering a written resignation to a Board Member, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies**. If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII
INDEMNIFICATION

7.1 **Indemnification**. No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no

such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification**. The defense and indemnification provided herein shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance**. The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend or indemnify such person against liability.

7.4 **Settlement by Association**. The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII
RULES AND REGULATIONS

8.1 **Rules**. The Board shall have the authority to adopt Rules as it deems necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX
AMENDMENTS

9.1 **Amendments by Declarant**. During the Period of Declarant Control, or so long as the Declarant owns one or more Lots in the Project or any Additional Land, the Declarant

acting alone may amend the Bylaws for any reason, without Owner approval. Declarants unilateral amendment right as designated herein may continue past the expiration of the Period of Declarant Control. No other amendment shall be valid or enforceable during the period Declarant owns at least one Lot or any Additional Land unless the Declarant has given written consent to such amendment. Any amendment during the period Declarant owns at least one Lot or any Additional Land shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Salt Lake County Recorder.

9.2 **Amendments by Association**. After Declarant has annexed all of the Additional Land and has sold all of the Lots to third parties, and the Period of Declarant Control has expired, the Bylaws may be amended by the Owners upon the affirmative vote of at least sixty-seven percent (67%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument a Board Member shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 **Waiver**. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of a failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts**. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

* * * *

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association.

DATED this ___ day of _____, 2023.

DECLARANT
THE ***, LLC**
a Utah limited liability company

By:_____

Name: _____

Its:_____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of The *****, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: _____

EXHIBIT C

MAINTENANCE ALLOCATION CHART

ITEM	HOA	UNIT OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item.
A/C Pad & Unit		X	
Address Numbers		X	
Attic		X	
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities	X		
Door and Door Frames - exterior		X	Subject to Board approval upon replacement
Door and Door frames - interior		X	
Door Hardware/doorbell		X	
Drains – Living Unit & Limited Common patio/porch		X	
Dryer Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Rock/Stucco/Siding/Brick, etc.)		X	
Fences – around rear patio/Limited Common Area		X	
Fences – Common Area & Project perimeter	X		
Fireplace, Flue, & Vent Pipes – Cleaning & Repair		X	
Floor Coverings		X	
Foundation – Structural		X	
Foundation – Cracks, cosmetic		X	
Front Landing/Porch		X	
Furnace		X	
Garage Doors – repair & replacement (all components)		X	Subject to Board approval upon replacement
Gas Pipes (from meter to inside Living Unit)		X	
Hose Bib/Faucet/Spigot		X	
Hot Water Heater		X	
Insurance Coverage – Property (attached buildings)	X		
Insurance Coverage - HO6 Policy		X	
Insurance Coverage - loss assessment		X	
Insurance Deductible	X	X	Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
Irrigation Lines / Heads – Common Area yard areas	X		
Landscape – Common Area	X		
Landscape – Owner maintained fenced yard area		X	If applicable
Lights – eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval
Limited Common Area – patios, porches, decks, stairs & sidewalks, driveways - repair and replacement		X	
Limited Common Area – patios, porches, decks, stairs & sidewalks, driveways - clean and snow removal		X	

Mailbox & Stand/Structure		X	Or USPS as applicable
Mailbox Lock & Key		X	Or USPS as applicable
Paint - exterior wall surfaces and trim finishes		X	
Paint – exterior doors, garage doors, windows		X	
Paint - Interior		X	
Patio Slab		X	
Pest Control Interior & Exterior		X	
Phone Lines		X	
Playgrounds & Open Space	X		
Plumbing Valves, Pressure Regulator		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing Main Line		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing Leak		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing – clogging/stoppage		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing Pipes Inside Unit		X	
Rain Gutters – clean-out, repair, replacement		X	Owners shall be responsible to clean gutters
Rain Gutters - drains away from building		X	
Roof – leaks, repair & replacement		X	
Screen Doors		X	Must be approved by Board
Sewer pipes & utilities – serving a single Living Unit		X	
Sewer pipes & utilities – to more than one Living Unit		X	Responsibility shared by Owners in use unless handled by municipality or others
Shutters, exterior window trim		X	
Sidewalks and paths on Common Areas	X		
Sliding Glass Doors		X	
Snow Removal – Limited Common Areas, driveways, porches & sidewalks on Lots		X	
Snow Removal – private roads & Common sidewalks	X		
Storm Drains	X		
Street Lights	X		Unless handled by municipality or others
Streets – private (excluding approach to garage)	X		
Termites, pests, rodents, insects, etc.		X	
Trash		X	If municipality allows
Utility Doors		X	
Vent Covers - exterior		X	
Wall - bearing interior wall		X	
Wall - partition interior wall		X	
Water – culinary		X	Unless collectively metered
Water – Common Area landscape	X		
Weather Stripping		X	
Windows – glass, screens, frames, boxes		X	Subject to Board approval upon replacement