



**CITY COUNCIL MEETING  
OF THE CITY OF CEDAR HILLS  
Tuesday, July 17, 2018 7:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, July 17, 2018, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

**COUNCIL MEETING**

1. Call to Order Pledge led by C. Ellsworth and Invocation given by C. Geddes
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

**PUBLIC HEARING**

4. Final Plan Approval for the Cedar Canyon Subdivision located at approximately 4600 West and Cedar Hills Drive
5. Preliminary Plan Approval for the Cedar Hills Gateway Commercial Subdivision located at approximately 9826 North 4800 West

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

6. Minutes from the June 19, 2018 Work Session & City Council Meeting

**CITY REPORTS AND BUSINESS**

7. City Manager
8. Mayor and Council

**SCHEDULED ITEMS**

9. Review/Action on Approval of a Development Agreement between the City of Cedar Hills and Cedar Hills Farm Land, LLC for the Cedar Canyon Subdivision
10. Review/Action on Final Plan Approval for the Cedar Canyon Subdivision
11. Review/Action on Preliminary Plan Approval for the Cedar Hills Gateway Commercial Subdivision
12. Review/Action on an Ordinance Amending Title 10, Chapter 5-32 related to Accessory Apartments

**ADJOURNMENT**

13. Adjourn

Posted this 13th day of July, 2018

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website at [www.cedarhills.org](http://www.cedarhills.org).
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	7/17/2018

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Recommendation on a Development Agreement between the City of Cedar Hills and Cedar Hills Farm Land, LLC for the Cedar Canyon Subdivision
<b>APPLICANT PRESENTATION:</b>	Cory Shupe, Blu Line Designs
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager

**BACKGROUND AND FINDINGS:**

As part of the approval process for the Cedar Canyon subdivision, a development agreement shall be entered into between the City of Cedar Hills and Cedar Hill Farmland; LLC. The CC&R's which have been included in the council packet are an exhibit within the development agreement. This document should be approved with the condition that all requirements imposed by the City Council be incorporated into the document, including the Planning Commission recommendations that are approved for the Design Guidelines, which are as follows:

- Show a structural element as part of lot 70 access from 4700 W into the subdivision with the collapsible bollards.
- Try to address slopes on properties on southern end of the property, slopes should drain away from homes
- Require a landscape installation by homeowners on lots 57-70 to mitigate impact to adjacent homeowners
- Rename Wildflower & Lily
- Rename open space as park space
- Planning commission has requested that on lots that back up to a public street, the CC&R's require one of the two architectural elements to be visible above the fence line (6')
- Extend the concrete fencing along the southern border of the property from 4700 W to 4600 W
- Specify color and style of fencing for the vinyl fencing
- Establish a fencing standard in the CC&R's
- Vinyl fencing on adjacent to Cedar Hills Dr and 4600 W have architectural pillars.

**PREVIOUS LEGISLATIVE ACTION:**

N/A

**FISCAL IMPACT:**

N/A

**SUPPORTING DOCUMENTS:**

Proposed Development Agreement; Covenants, Conditions, and Restrictions for Cedar Canyon.

**RECOMMENDATION:**

Review proposed Development Agreement and CC&amp;R's, approve with necessary modifications

**MOTION:**

To approve/not approve a Development Agreement between the City of Cedar Hills and Cedar Hills Farmland, LLC for the Cedar Canyon Subdivision, subject to the following changes, {LIST ANY CHANGES}

**WHEN RECORDED, RETURN TO:**

LOYAL HULME  
KIRTON McCONKIE  
50 EAST SOUTH TEMPLE  
SUITE 400  
SALT LAKE CITY UT 84111

Tax Parcel Numbers: See Exhibit A

**DEVELOPMENT AGREEMENT  
FOR  
CEDAR CANYON**

\_\_\_\_\_, 2018

**DEVELOPMENT AGREEMENT  
FOR  
CEDAR CANYON**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF CEDAR HILLS, a Utah municipality (the “City”), and CEDAR HILLS FARM LAND, LLC, a Utah limited liability company (“Developer”), each referred to hereinafter as a “Party,” and collectively as the “Parties.”

**RECITALS**

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2 below.

B. Developer is under contract to purchase the Property.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion.

D. The Parties acknowledge that development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

E. On \_\_\_\_\_, 2018 the City zoned the Property as shown on the Zoning Map pursuant to Ordinance No. \_\_\_\_\_.

F. The City finds that this Agreement conforms with the intent of the City’s General Plan adopted on May 3, 2016.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §10-9a-101, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the following:

## TERMS

### 1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A-I are hereby incorporated into this Agreement.

1.2. **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1.2. Any capitalized terms used in this Agreement and not defined below shall have the meaning ascribed thereto in the Settlement Agreement.

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101, *et seq.*

1.2.2. **Administrator** means the City Manager/Planning or other person designated by the City as the Administrator of this Agreement.

1.2.3. **Agreement** means this Development Agreement, including all of its Exhibits.

1.2.4. **Applicant** means a person or entity submitting a Development Application.

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.6. **CCR's** means the Covenants, Conditions and Restrictions applicable to the Property, to be adopted by Developer in accordance with Section 2.4 hereof.

1.2.7. **City** means the City of Cedar Hills, a Utah municipality.

1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.10. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this Agreement, a digital copy of which is attached as Exhibit B.

1.2.11. **Concept Plan** means the general proposed layout and details of the Project, a copy of which is attached as Exhibit C.

1.2.12. **Council** means the City Council of the City.

1.2.13. **Default** means a material breach of this Agreement as specified herein.

1.2.14. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.15. **Design Guidelines** means the design standards required by the City for the Project, pursuant to Section 2.3 hereof, including without limitation those relating to setbacks, quality and appearance of materials, colors, landscaping, fencing, trails, parks, amenities, architectural styles, glazing, roofing and exterior treatments, as set forth in Exhibit D attached hereto. The Design Guidelines shall be deemed to include the Required Project Elements identified in Section 2.1 of the Settlement Agreement and the maintenance and enforcement requirements of Section 2.2 of the Settlement Agreement, whether or not expressly set forth in the document attached as Exhibit D.

1.2.16. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.17. **Development Application** means one or more complete applications to the City for development of the Project including any permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of the Project.

1.2.19. **Developer** means Cedar Hills Farm Land, LLC, and its assignees or transferees as permitted by this Agreement.

1.2.20. **HOA** means the Home Owners Association established by the CCR's for the Project.

1.2.21. **Maximum Residential Units** means the development on the Property of up to eighty (80) Residential Dwelling Units.

1.2.22. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.2.23. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.24. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.25. **Reserved.**

1.2.26. **PD-1 Zone** means the PD-1 Planned Development Zone, adopted by Ordinance of the City Council dated \_\_\_\_\_, 2018, a copy of which is attached as Exhibit E to this Agreement.

1.2.27. **Party/Parties** means, in the singular, either Developer or the City; in the plural both Developer and the City.

1.2.28. **Planning Commission** means the City's Planning Commission.

1.2.29. **Project** means the total development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities, and all of the other aspects approved as part of this Agreement.

1.2.30. **Property** means the real property to be developed by Developer more fully described in Exhibit A.

1.2.31. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application as more fully specified in Exhibit F.

1.2.32. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence.

1.2.33. **Settlement Agreement** means that certain Settlement Agreement by and between the City and Developer, dated \_\_\_\_\_, 2018.

1.2.34. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.35. **Subdivision Application** means the application to create a Subdivision.

1.2.36. **Zoning Map** means that map adopted by the City on \_\_\_\_\_, 2018 specifying the zoning for the Property as shown on Exhibit G.

1.2.37. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement as a part of the City's Vested Laws, and which shall include Ordinance No. \_\_\_ adopted by the City Council on \_\_\_\_\_, 2018, adopting the PD-1 Zone and applying the same to the Property.

## **2. Development of the Project.**

2.1. **Compliance with this Agreement.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Zoning Ordinance, the Zoning Map and this Agreement.

2.2. **Maximum Residential Units.** At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this Agreement.

2.3. **Design Guidelines.** The Project shall be developed in accordance with, and all Development Applications submitted hereunder shall be approved conditioned upon Developers compliance with, the Design Guidelines. Developer and its successors and assigns in the Property, and the HOA, shall maintain, hereby covenant to maintain, the Project in accordance with the Design Guidelines. Such covenant shall run with the land, and the City shall be entitled (but not obligated) to enforce the Design Guidelines against the HOA, or individual lot owners.

2.4. **CCR's.** As a condition of final Subdivision Plat approval, Developer shall prepare and record against the Property the CCR's. Prior to recordation, the CCR's shall be subject to the review and reasonable approval of the City to assure that such CCR's include the provisions required by the Settlement Agreement and this Agreement to be included therein. The CCR's shall include, and shall require compliance with, the Design Guidelines. The CCR's shall establish the HOA, which shall be responsible for enforcing the provisions of the CCR's. Under the CCR's the City shall be granted the authority, but not the obligation, to enforce the Design Guidelines, the requirements of this Development Agreement, and the requirements of the CCR's, against the HOA or individual lot owners. The CCR's shall establish a Site Architectural Review Committee, together with rules and regulations governing operation of the same. The CCR's shall establish an actuarially sound reserve and replacement fund, to be managed by the HOA, to fund the maintenance, repair and replacement obligations of the HOA as set forth in

the Design Guidelines. The CCR's shall include a provision that they may not be amended without the City's approval.

**2.5. Private Streets and Common Areas.** The interior streets of the Project, and the Parks (including the connecting walkway), the Trail Corridor, the Concrete Walls, the Vinyl Fence, the alleyway, the street lighting system and the storm sewer grates shall be private. The Final Plat shall include a dedication of such property and features to the HOA. Developer and the HOA shall take all necessary steps to prevent the interior streets and alleyway from being dedicated to the public pursuant to Section 72-5-104 of the Utah Code. This covenant and agreement shall be included in the CCR's.

**2.6. 4700 West Street.** The construction of 4700 West Street, and payment therefor, shall be governed by the provisions of the Settlement Agreement, including Section 2.3 thereof.

### **3. Zoning and Vested Rights.**

**3.1. Zoning.** The City has applied the PD-1 Zone to the Property.

**3.2. Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of and consistent with the requirements of this Agreement, the City's Vested Laws, including the Zoning Ordinance, except as specifically provided herein. The Parties specifically intend that, upon execution, this Agreement shall grant to Developer "vested rights" as that term is construed in Utah's common law, but solely to the extent specified in this Agreement, and Developer shall be "entitled" to substantive land use review of its

Development Applications submitted as contemplated hereunder, as provided in Utah Code Ann. § 10-9a-509.

**3.3. City's Future Laws.** The City's Future Laws shall apply to the Project as follows:

**3.3.1. State and Federal Compliance.** City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and federal laws and regulations affecting the Project;

**3.3.2. Codes.** The City's Engineering Regulations, as defined in Section 6-3-1 of the City Code, and any new editions or replacement thereof and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

**3.3.3. Taxes.** City Future Laws relating to taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

**3.3.4. Fees.** City Future Laws relating to changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

**3.3.5. Impact Fees.** Impact Fees or modifications thereto that are lawfully adopted,

and imposed by the City. Developer acknowledges and agrees that the impact fees in effect on the date of this Agreement and imposed on Developer by the City meet all requirements of the U.S. Constitution, the Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*

3.3.5.1. **No Challenge to Impact Fees.** Developer shall not challenge the City's current impact fees.

3.3.6. **Planning and Zoning Modification.** Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, and are generally applicable to all development within the PD-1 Zone.

3.3.7. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2017).

3.3.8. **Developer Consent.** In addition to the foregoing, any City's Future Laws consented to by Developer in writing shall be applicable to the Project.

4. **Term of Agreement.** This Agreement shall be effective until the earlier to occur of Buildout or December 31, 2028; provided, however, that Sections 2.3, 2.4, 6.4, 6.6, 6.7, 9, 10, 13, 17, 19 and 23 shall survive termination, and shall run with the land. If Developer is not in default under this Agreement on December 31, 2028 and a Final Plat has not been issued, then the term hereof shall be automatically extended to and including December 1, 2033.

5. **Water Rights Required.** Developer shall convey to the City water rights in the amounts,

and subject to the requirements, set forth in the Settlement Agreement; provided, however, that the City may, in consultation with its legal counsel and water engineer, approve building permits on a case-by-case basis prior to the completion of all of the requirement in the last sentence of Section 2.4 of the Settlement Agreement.

**6. Processing of Development Applications.**

**6.1. Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and at the request of Developer, the City and Developer shall confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate then the City shall promptly, in good faith and in consultation with Developer estimate the reasonably anticipated cost of Outsourcing. If Developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then Developer shall deposit in advance with the City the estimated cost and the City shall promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Developer) for the actual cost of Outsourcing, Developer shall, within ten (10) business days, pay or receive credit (as the case may be) for any difference between the estimated cost deposited for the Outsourcing and the actual cost.

**6.2. Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped

signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

**6.3. City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

**6.4. Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days after any Denial of a Development Application to attempt to resolve the issues specified in the Denial.

**6.5. City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

**6.6. Mediation of Disagreements.**

**6.6.1. Issues Subject to Mediation.** The Parties shall seek to resolve through mediation any disagreement under this Agreement, including disagreements resulting from the City's Denial of a Development Application that the Parties are

not able to resolve by “Meet and Confer” under Section 6.4, including without limitation the following:

- (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and
- (iv) the issuance of building permits.

**6.6.2. Mediation Process.** Prior to invoking the mediation process under this subsection 6.6.2, the Parties shall attempt to informally resolve any disagreements through “Meet and Confer” under Section 6.4, or similar effort with respect to disagreements unrelated to Denials. If the Parties are unable to resolve the disagreement through such informal means, the Parties shall attempt, within ten (10) business days after the last informal meeting, to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days after being chose, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach

agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

#### **6.7. Arbitration of Disagreements.**

**6.7.1. Election to Arbitrate.** Upon failure to successfully mediate a disagreement, the Parties involved in the disagreement may mutually agree to binding arbitration. If all Parties to the dispute do not agree to arbitration, any Party may initiate litigation.

**6.7.2. Arbitration Process.** If the Parties to a dispute mutually agree to binding arbitration, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days after being selected, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

**7. Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement.

**8. Public Infrastructure.**

**8.1. Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed consistent with City and other applicable federal, State and City specifications all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application.

**8.2. Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security required by the City for any Public Infrastructure shall be provided by the Applicant in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

**9. Default.**

**9.1. Notice.** If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide a Notice of Default to the other Party.

**9.2. Contents of the Notice of Default.** The Notice of Default shall:

**9.2.1. Specific Claim.** Specify the claimed event of Default;

**9.2.2. Applicable Provisions.** Identify with particularity the provisions of this Agreement or any applicable law, rule, regulation that is claimed to have been breached;

9.2.3. **Materiality.** Identify why the Default is claimed to be material; and

9.3. **Cure Period.** If the Party allegedly in Default does not dispute the alleged Default, such Party shall have a period of thirty (30) calendar days after receipt of the Notice of Default to cure the Default to the reasonable satisfaction of the non-defaulting Party. If the Party allegedly in Default disputes the alleged default, such Party shall initiate the procedures specified in Section 9.4. The thirty (30) day cure period shall continue to run, beginning on the date of receipt of the Notice of Default, notwithstanding engagement by the Parties in the procedures specified in Section 9.4.

9.4. **Meet and Confer, Mediation, Arbitration.** Upon receipt of a Notice of Default, the receiving Party may engage the notifying Party in the “Meet and Confer” and “Mediation” processes specified in Sections 6.4 and 6.6. If the Parties agree to arbitration as provided in Section 6.7, the Parties shall follow such processes.

9.5. **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” and Mediation, and if the Default is not arbitrated, or if the Default is not cured within the time period set forth in Section 9.3, the non-Defaulting Party shall have the following remedies, except as specifically limited in 9.9:

9.5.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.5.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

9.5.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

9.5.4. **Termination.** The Party not in Default may terminate this Agreement.

9.5.5. **Public Meeting.** Before any remedy may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6. **Emergency Defaults.** Anything in this Agreement to the contrary notwithstanding, if the City Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.5 without the requirements of Section 9.4 and 9.5.5. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days after Notice thereof, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence; provided, however, that in no event shall the cure period extend beyond 180 days without the consent of the City.

9.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

9.9. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement to the contrary notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto except that the City may seek payment of any unpaid outsourcing fees pursuant to

Section 6.1. The sole remedy available to Developer shall be that of specific performance.

10. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To Developer:**

Cedar Hills Farm Land, LLC  
c/o Doug Young  
6150 South Redwood Road #150  
Taylorsville, UT 84123  
Doug@projectutah.com

**With a Copy to:**

Bruce R. Baird  
Bruce R. Baird, PLLC  
2150 South 1300 East, Suite 500  
Salt Lake City, Utah 84106  
bbaird@difficultdirt.com

**To the City:**

City of Cedar Hills  
Attn: City Manager/Planning  
10246 North Canyon Road  
Cedar Hills, Utah 84062  
[cgoodwin@cedarhills.org](mailto:cgoodwin@cedarhills.org)

**With a Copy to:**

Loyal Hulme  
Kirton McConkie  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111  
lhulme@kmclaw.com

10.1. **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each

Notice shall be effective and shall be deemed delivered on the earlier of:

10.1.1. **Hand Delivery.** Its actual receipt, if delivered personally or by courier service.

10.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email; provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then Notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

11. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

12. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property, unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws

and as allowed by state law—for the dedicated public improvement shall be the City's.

13. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole by Developer with the consent of the City as provided in this Section 13. “Consent of the City” for purposes of this Section shall mean the administrative consent of the City’s Administrator.

13.1. **Sale of Lots.** The sale by Developer of a lot in the approved Subdivision to a third party who will own and occupy such lot shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such by Developer; provided, however, that the assignee shall continue to be bound by the provisions of this Agreement

13.2. **Related Entity.** Developer’s (i) transfer of all or any part of the Property to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), (ii) entry into a joint venture for the development of the Project with an entity owned and controlled by Developer, or (iii) pledge of part or all of the Project as security for financing, shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer; provided, however, that the assignee shall continue to be bound by the provisions of this Agreement. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

13.3. **Notice.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably

request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

13.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days after Notice, the City shall be deemed to have approved of and consented to the assignment.

13.5. **Denial.** The City may withhold its consent if the City is not reasonably satisfied of the assignee's ability to perform the obligations of Developer under this Agreement, or there is an existing breach of an obligation owed to the City by Developer or assignee or related entity that has not either been cured or in the process of being cured or otherwise resolved in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.4 and 6.6, and optional arbitration under Section 6.7.

13.6. **Assignees Bound by Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

13.7. **Binding Effect.** If Developer sells or conveys the Property, the Property so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as provided herein, and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

14. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some

future date any such right or any other right it may have.

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

16. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

18. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager/Planning. The initial representative for Developer shall be Doug Young. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

19. **Applicable Law.** This Agreement is entered into in Utah County in the State of Utah

and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

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

22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

23. **Recordation and Running with the Land.** This Agreement shall be recorded in Office of the Utah County Recorder. This Agreement shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit B, shall not be recorded. A secure copy of Exhibit B shall be filed with the City Recorder and each Party shall also have an identical copy.

24. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER

CITY

Cedar Hills Farm Land, LLC

City of Cedar Hills

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_,  
Its: Mayor

Approved as to form and legality:

Attest and Countersign:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
  :ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2018 personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that she is the Mayor of the City of Cedar Hills City, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its City Council, and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Manager of Cedar Hills Farm Land, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## TABLE OF EXHIBITS

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	City's Vested Laws
<u>Exhibit C</u>	Concept Plan
<u>Exhibit D</u>	Design Guidelines
<u>Exhibit E</u>	PD-1 Zone Ordinance
<u>Exhibit F</u>	Schedule of Public Infrastructure
<u>Exhibit G</u>	Zoning Map

**EXHIBIT A**

Legal Description of Property

The Property is situated with the City of Cedar Hills, Utah County, Utah, and is more particularly described as follows:

Beginning at a point on the south line of Cedar Hills Drive said point being North 00°02'46" West 616.76 feet along the section line and West 476.17 feet from the West Quarter Corner of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian and running:

thence South 89°35'17" East 736.73 feet along said south line of Cedar Hills Drive;  
thence South 46°40'00" East 108.95 feet along said south line of Cedar Hills Drive to a point on the west line of 4600 West Street;  
thence South 00°21'59" East 533.55 feet along said west line of 4600 West Street to the Northeast Corner of Apple Blossom Park, Plat A Subdivision;  
thence South 89°53'43" West 635.05 feet along the north line of said Apple Blossom Park, Plat A Subdivision;  
thence North 0.41 feet;  
thence South 89°52'55" West 190.00 feet;  
thence North 00°31'47" East 614.77 feet to the point of beginning.

Contains 498,408 Square Feet or 11.44 Acres

**EXHIBIT B**

City's Vested Laws

**EXHIBIT C**

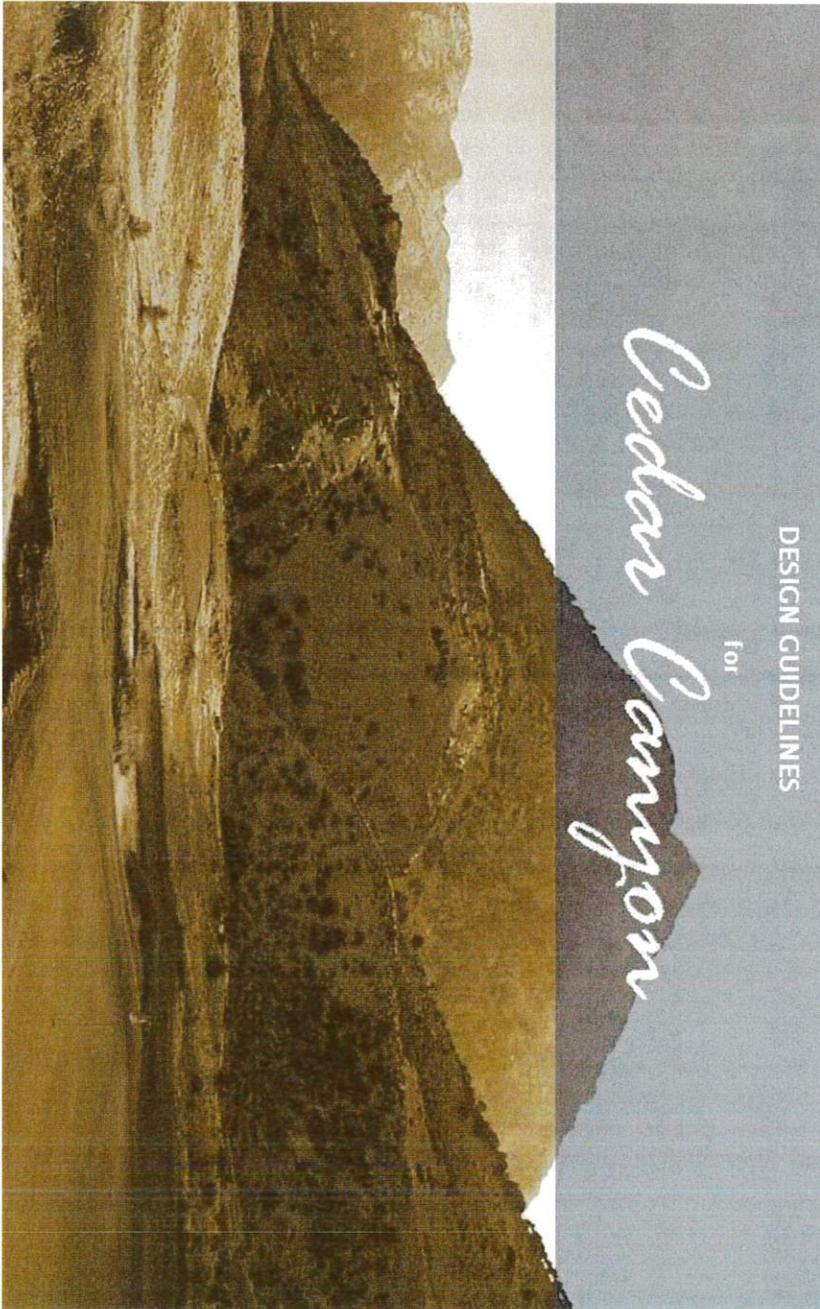
Concept Plan

[*See attached*]



**EXHIBIT D**

Design Guidelines



# Table of Contents

## Site, Landscape and Architectural Design Guidelines

1.0	Introduction to Cedar Canyon	4.0	Prototypical Residential Architecture & Landscape
1.1	Vicinity Map	4.1	Design Characteristics
1.2	Neighborhood Map	4.2	Architectural Styles
2.0	Park Space & Key Pedestrian Linkages	4.3	Lot Plan
2.1	Connectivity Plan	4.4	Summit View Lots at Cedar Canyon
		4.5	Upper Meadow Lots at Cedar Canyon
3.0	Design Guidelines	5.0	Commercial Architecture & Landscape
3.1	Unifying Design Elements	5.1	Design Characteristics
3.2	Street Cross Sections	5.2	Architectural Styles
3.3	Wall/Fence Plan & Images	5.3	Parking

# 1.0 Introduction to Cedar Canyon

## Site, Landscape and Architectural Design Guidelines

### 1.1 Vicinity Map

Cedar Canyon is bounded on the north by Cedar Hills Drive and east by 4600 W.



## 1.2 Neighborhood Map

Represented by the graphic below, Cedar Canyon consists of a mix of single family lots along with a commercial pad at the northwest corner of the site.



## 1.2 Neighborhood Map

Represented by the graphic below, Cedar Canyon consists of a mix of single family lots along with a commercial pad at the northwest corner of the site.



# 2.0 Park Space & Key Pedestrian Linkages

Site, Landscape and Architectural Design Guidelines

## 2.1 Connectivity Plan

Cedar Canyon is connected through a variety of parks, open space, and sidewalks.



## 3.0 Design Guidelines

### Site, Landscape and Architectural Design Guidelines

#### 3.1 Unifying Design Elements

The unifying elements identified to the right, provide visual linkages within Cedar Canyon and help to ensure that the community is unified through design.

The goal is to create quality architecture and landscapes by requiring a minimum level of design elements as demonstrated by examples within these design guidelines.

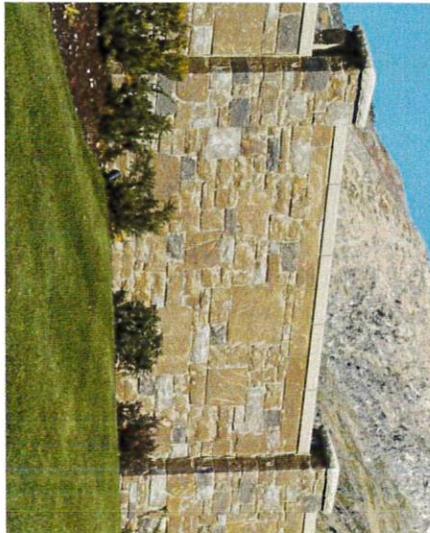
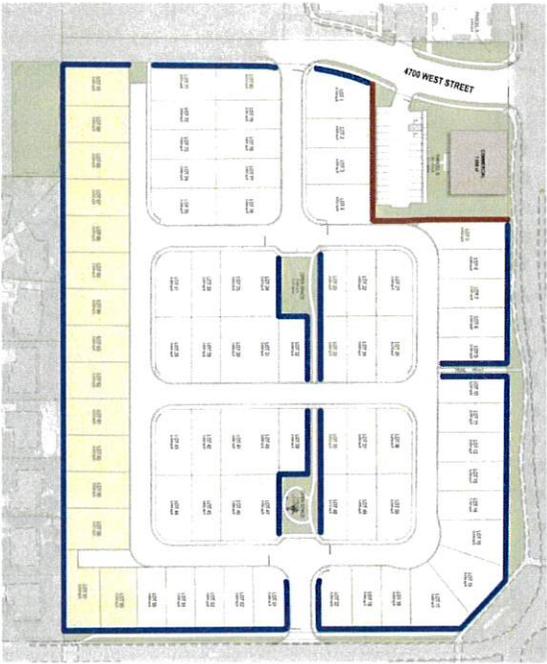
- **Street Cross Sections.** The streetscapes within Cedar Canyon will promote walkability and provide a strong unifying visual element to the neighborhoods of Cedar Canyon.
- **Street Lighting.** The street lighting is to be consistent throughout Cedar Canyon and will comply with Cedar Hills City standards.
- **Fencing.** The fencing permitted within Cedar canyon will match the architectural style of the homes and tie into the neighborhood look.
- **Architectural Styles.** The architectural styles shown in this book, are to be used as inspiration for the design of Cedar Canyon.

### 3.3 Wall/Fence Plan & Images

The map below illustrates the location of precast concrete walls and vinyl fences within the development. Images to the right represent what walls and fences within the community might look like.

#### WALL LEGEND

-  6' Precast Concrete Wall
-  6' Vinyl Fence (3' at street corners and front yards)



6' Precast Concrete Wall



6' Vinyl Fence (3' at street corners and front yards)

## 4.0 Prototypical Residential Architecture & Landscape

### *Site, Landscape and Architectural Design Guidelines*

#### 4.1 Design Characteristics

Residential design at Cedar Canyon draws inspiration from Craftsman architecture, using common elements that help to unify a neighborhood; one example is demonstrated in the illustration below:



The Design Guidelines and these general characteristics provide opportunities for creative architectural design within Cedar Canyon that still fits with the desired character.

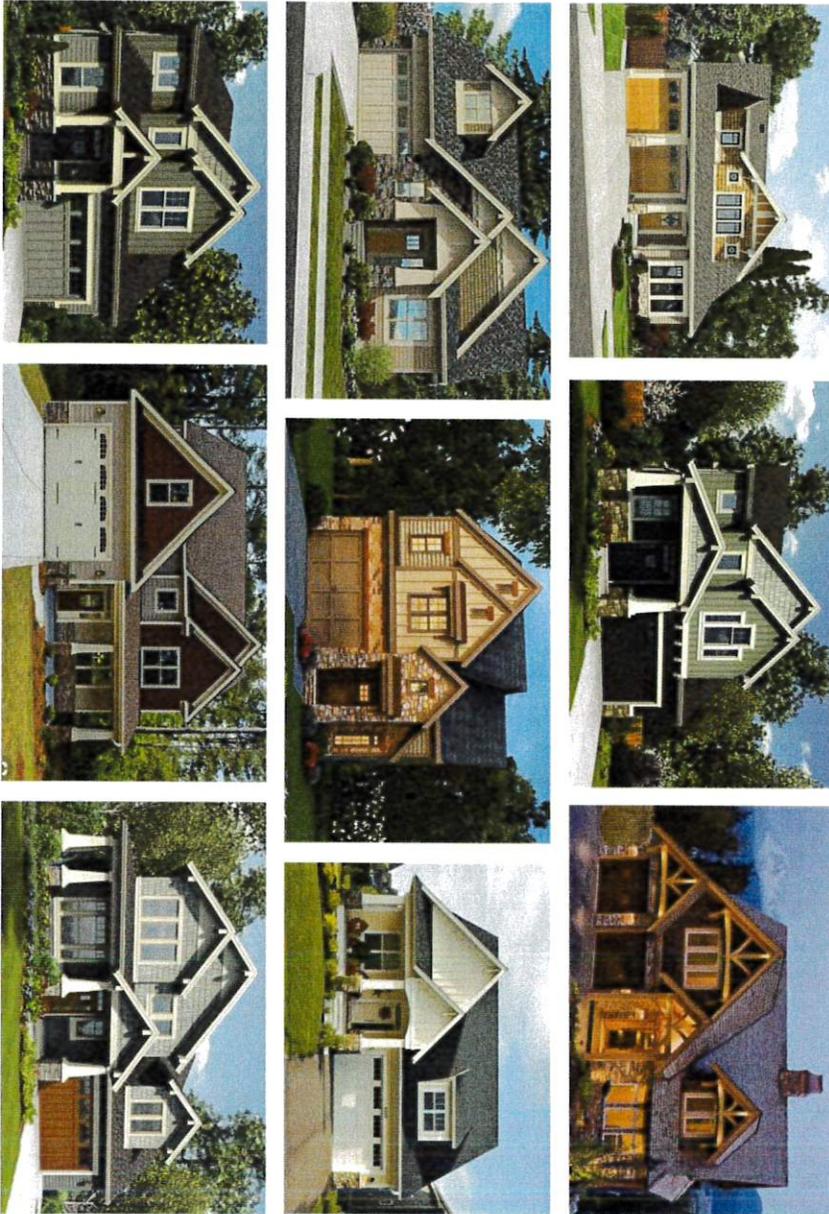
#### Architectural Designs:

- Buildings should be oriented to face the street whenever possible.
- Front elevations will have a minimum of three architectural elements visible.
- Side and rear elevations will have a minimum of two architectural elements and colors visible.
- Permitted materials will consist of a mixture of stone, brick, masonry products, stucco, and wood
- Vinyl siding is prohibited.

#### Landscape Designs:

- Street trees will be planted one per lot
- One deciduous tree per lot (excludes street trees).
- Five 5 gal. Shrubs per front yard.
- Eight 1 gal. Shrubs per front yard.

## 4.2 Architectural Styles



Home illustrations shown are representative of Craftsman exterior treatments that reflect traditional, farm, and timber styles. The actual home architecture is currently being developed and will reflect many of the design elements shown.

### 4.3 Lot Plan

Cedar Canyon provides amenity rich introductory housing with Summit View (lots 56-70) and Upper Meadow (lots 1-55, 71-80). Architectural elements are inspired by the Craftsman style.

LOT SIZE BREAKDOWN	
Summit View Lots (4,500 SF minimum)	15
Upper Meadow Lots (3,450 SF minimum)	65
<b>Total</b>	<b>80</b>



#### 4.4 Summit View (Lots 56-70)

The sample images to the right illustrate a few of the architectural design principles used in the Summit View Lots at Cedar Canyon.

DIMENSIONAL REQUIREMENTS	
Front Yard/Driveway	20'
Front Porch	15'
Side Yard (Standard)*	5'
Rear Yard	10'

\* Porch may extend into side yard

DESIGN ELEMENTS
<b>Roof Pitch</b>
-75% of roof surfaces 4/12 or steeper
<b>Facade Treatment</b>
-Minimum 3 design elements on front
-Minimum 2 design elements on side and rear
<b>Minimum Home Size</b>
-1,500 SF (plus any basement area)
-2 car garage
<b>Prohibited Items</b>
-Vinyl Siding



Windows on Garage Door  
Variation of Materials



Significant Overhang of Roof  
Prominent Entry

Dormer

\*Images shown are only intended to represent design elements that may be utilized and do not necessarily represent the specific products that will be used in the community

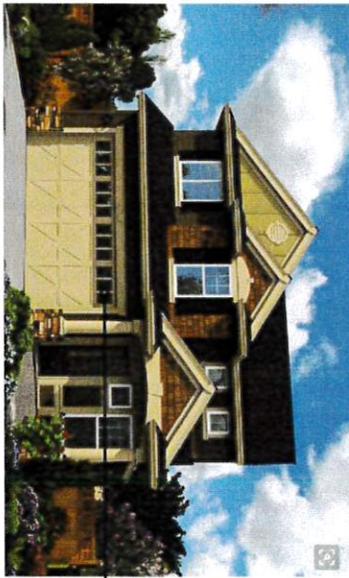
4.5 Upper Meadow (Lots 1-55, 71-80)

The sample images to the right illustrate a few of the architectural design principles used in the 40' Lots at Cedar Canyon.

DIMENSIONAL REQUIREMENTS	
Front Yard/Driveway	20'
Front Porch	15'
Side Yard (Standard)*	5'
Side Yard (Corner Lot Street Side)*	10'
Rear Yard	10'

\* Porch may extend into side yard

DESIGN ELEMENTS	
Roof Pitch	-75% of roof surfaces 4/12 or steeper
Facade Treatment	-Minimum 3 design elements on front -Minimum 2 design elements on side and rear
Minimum Requirements	-1,400 SF (plus any basement area)
-2 car garage	
Prohibited Items	-Vinyl Siding



Windows on Garage Doors



Architectural Ornamentation

\*Images shown are only intended to represent design elements that may be utilized and do not necessarily represent the specific products that will be used in the community

Accentuated Entrance

## 5.0 Commercial Architecture & Landscape

### Site, Landscape and Architectural Design Guidelines

#### 5.1 Design Characteristics

Commercial design at Cedar Canyon draws inspiration from American Colonial architecture, using common elements that help to unify with the surrounding commercial development. One example is illustrated in the photo below.



The Design Guidelines and these general characteristics provide opportunities for creative architectural design within Cedar Canyon that still fits with the desired character.

#### Architectural designs:

- Front elevations will have a minimum of three architectural elements visible.
- Side and rear elevations will have a minimum of two architectural elements and colors visible.
- Permitted materials will consist of a mixture of stone, brick, masonry products, stucco, and wood.

#### Landscape Designs:

- Street trees will be planted along adjacent streets.
- Landscape will compliment architecture of building.
- Landscape will serve as a buffer between land uses.

5.2 Architectural Styles



Commercial photos shown are representative of American Colonial exterior treatments currently found in Cedar Hills. Commercial architecture for the site is currently being developed and will reflect many of the design elements shown.

### 5.3 Parking

Attention will be given to the layout and design of the parking lot to minimize visual impacts and ensure optimum functionality. Below are outlined some of the design considerations for parking lot design within the commercial area.

#### Parking Design:

- Where possible, situate parking lot in a way that it will be screened from Cedar Hills Drive. Screening may be accomplished by building placement and the use of landscaping.
- Provide landscaping around parking area. Landscape will include a 5' buffer between parking lot and adjacent subdivision.
- For retail space, provide four (4) parking stalls per 1,000 SF of net space.
- For office space, provide six (6) parking stalls per 1,000 SF of floor space.
- Provide a separation between the parking lot and building.
- Design lot with 24' wide drive isles and 9'x18' parking stalls.



**EXHIBIT E**

PD-1 Zone Ordinance

**DRAFT**

**03/31/18**

**[This draft is subject to review, modification and approval by the City.]**

**PD- 1 [Address]**

- A. **Purpose.** The purpose of the PD-1 zone is to allow development of a project involving single-family homes and a small commercial building that the City has determined to be appropriate in light of various historical facts.
- B. **Property.** The PD-1 zone shall apply only to a parcel of property of approximately \_\_\_\_ acres located generally at \_\_\_\_\_ as more fully specified in Exhibit "A" to the Development Agreement that is adopted by the City pursuant to Section H, below ("Property").
- C. **Concept Plan.** Property in the PD-1 zone shall be developed in substantial conformance with the Concept Plan included as Exhibit "B" to the Development Agreement that is adopted by the City pursuant to Section H, below.
- D. **Permitted Uses.** Permitted uses within the PD-1 zone shall include single family homes and the commercial retail uses included as a part of the Design Guidelines which are Exhibit "C" to the Development Agreement that is adopted by the City pursuant to Section H, below.
- E. **Prohibited uses.** Any use not specifically listed in subparagraph (D) above shall be prohibited.
- F. **Final Plat.** A final plat that conforms to all development standards and requirements of the City shall be approved and recorded prior to any development in the PD-1 zone.
- H. **Development Agreement.** The City has entered into a Development Agreement contemporaneously with the adoption of this PD-1 Zone and zoning the Property PD-1. The Development Agreement specifies the following development standards for the PD-1 zone:
  - 1. **Number of Residential Units.** The maximum number of residential units allowed shall be \_\_\_\_\_.
  - 2. **Height/Setbacks/Landscaping/Fencing/Trails/Open Space/Lighting/Architectural Style/Parking/ and Other Design Aspects of the Residential Units.** The height, setbacks, fencing, trails, open space, lighting, architectural style and all other design aspects of the residential structures in the PD-1 zone shall be as specified in the Design Guidelines which are Exhibit "C" to the Development Agreement.
  - 3. **Commercial Building and Uses.** All aspects of the development of the commercial building shown on Exhibit "B" to the Development Agreement shall be as specified in the Design Guidelines which are Exhibit "C" to the Development Agreement.

**EXHIBIT F**

Schedule of Public Infrastructure

[To be provided with engineering drawings.]

**EXHIBIT G**

Zoning Map

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR  
CEDAR CANYON HOA**

**An Expandable  
Planned Unit Development  
in Utah County**

# TABLE OF CONTENTS

RECITALS .....	1
ARTICLE I. DEFINITIONS.....	1
ARTICLE II. PROJECT DESCRIPTION.....	4
ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.....	5
ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS .....	6
ARTICLE V. BUDGET AND ASSESSMENTS .....	7
ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION.....	12
ARTICLE VII. MAINTENANCE .....	15
ARTICLE VIII. INSURANCE .....	16
ARTICLE IX. USE RESTRICTIONS .....	19
ARTICLE X. ARCHITECTURAL CONTROLS .....	23
ARTICLE XI. ENFORCEMENT .....	25
ARTICLE XII. SPECIAL DECLARANT RIGHTS.....	25
ARTICLE XIII. RIGHTS OF FIRST MORTGAGEE .....	28
ARTICLE XIV. RIGHT OF ENTRY.....	29
ARTICLE XV. AMENDMENTS .....	29
ARTICLE XVI. DISPUTE RESOLUTION .....	30
ARTICLE XVII. MISCELLANEOUS.....	34
EXHIBIT A - LEGAL DESCRIPTION	
EXHIBIT B - BYLAWS	

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CEDAR CANYON HOA ("Declaration") is effective when recorded with the Utah County Recorder's Office by Cedar Hills Farm Land, LLC, a Utah limited liability company, ("Declarant").

## RECITALS

- A. The real property situated in Cedar Hills, ("City") Utah County, Utah, 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 in the Project, and all easements and rights appurtenant thereto, to a residential planned unit development consisting of residential Lots and Residences and related Common Areas pursuant to Utah Code § 57-8a-101 *et seq.* that shall be known as Cedar Canyon (the "Project").
- B. Declarant is the owner of the real property subject to this Declaration. By signing this Declaration, Declarant consents to subjecting 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 homeowners, 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 planned unit ownership for the Project, and for establishing Rules for the use, occupancy, management, and enjoyment thereof.

## 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 and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Architectural Control Committee** or **ACC** shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

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 and refer to the Cedar Canyon HOA, 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 and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association. The Board is the governing body of the Association.

1.7. **Bylaws** shall mean and refer to the Bylaws of the Association as the same may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit B.

1.8. **Common Areas** shall mean all roadway improvements within the Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority; all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas on the Plat or other recorded instrument 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, tot lots, Association signs or monuments, open space, landscaped areas outside of the Limited Common Areas, street signage, lighting detached from Residences, sidewalks, and other similar improvements; 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, systems and similar improvements, whether public or private-company owned, intended to serve more than one Residence, whether located on a Lot or lying outside of the exterior boundaries of the Residence.

1.9. **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; (f) utility services not separately billed or metered to individual Lots that are paid for collectively by the Association; and (g) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.10. **Declarant** shall mean and refer to Cedar Hills Farm Land, LLC, a Utah limited liability company, and any successor in interest.

1.11. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Cedar Canyon HOA, as may be amended from time to time.

1.12. **Design Guidelines** shall mean and refer to those requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Project.

1.13. **Director** shall mean and refer to an individual member of the Board of Directors.

1.14. **Governing Documents** shall mean and refer to the Declaration, Articles of Incorporation, Bylaws, Plat, and any Rules adopted by the Board, and any applicable Joint Use and Cross Easement Agreement.

1.15. **Limited Common Areas** shall mean and refer to those Common Areas designated on the Plat or as described in this Declaration as being reserved for the use and benefit of a designated Lot or Residence to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Areas include portions of the Common Areas bounded by approved fences on the Townhome Lots and the driveways appurtenant to the Townhome Lots.

1.16. **Lot** shall mean and refer to each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. A Lot shall include any Residence or other improvements constructed thereon. References herein to a Lot shall mean Single Family Lots.

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

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

1.19. **Mortgage** shall mean and refer to a 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.

1.20. **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.

1.21. **Occupant** shall mean and refer to any Person, other than an Owner, living, dwelling, or staying in a Residence. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, or staying in a Residence. 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

1.22. **Owner** shall mean and refer to 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.

1.23. **Period of Declarant Control** shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) six (6) months after the date on which all of the Lots have been conveyed to purchasers, including Lots that may be included within the Additional Land, regardless of whether such Additional Land has been added hereto; or (b) the date the Declarant executes and records a written waiver of its right to control the Association.

1.24. **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.

1.25. **Plat** shall mean and refer to the official subdivision plats of the Cedar Canyon HOA, filed and recorded in the official records of the Utah County Recorder's Office.

1.26. **Project** shall include the real property described in Exhibit A, together with the buildings, 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 Cedar Canyon Planned Unit Development.

1.27. **Residence** shall mean an attached or detached structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot which are used in connection with such Residence. The Residence shall include, without limitation, the attached garage, any mechanical equipment located outside said Residence but designed to serve only that Residence, and all utility lines or installations serving only the Residence.

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

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

1.30. **Single Family Lot** shall mean one of the numbered lots within the Project identified on the Plat designed and intended for a detached single-family dwelling.

1.31. **Supplemental Declaration** shall mean and refer to a written instrument recorded in the records of the Utah 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 Declarant hereby confirms that 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 hereby 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 Cedar Canyon HOA. The Project is not a cooperative.

2.3. **Description of Improvements.** The major improvements contained in the Project will include Lots designed for detached single family homes. Each Lot shall have a Residence. There are also Common Areas as further provided herein, along with other improvements detailed on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements in the Project. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. **Common Areas.** The Common Areas of the Project shall be as identified on the Plats and as defined in Article 1, Section 1.9 above.

2.5. **Limited Common Areas.** The Limited Common Area of each Lot shall consist of the areas identified on the Plat as Limited Common Area, if any, that are spatially

associated with that Lot. If not otherwise identified on the Plat, the Limited Common Areas of each Lot shall generally include the porches and driveways that are outside the boundaries of the Lot. 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.

2.6. **Single Family Lot.** Each Single Family Lot consists of: the Residence constructed on the Lot and all components thereof; all garages, sheds, or other approved structures located within the boundaries of the Lot; and all pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Lot that only serve that Lot.

2.7. **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.

### **ARTICLE III. MEMBERSHIP AND VOTING RIGHTS**

3.1. **Membership.** Every Owner shall be a Member of the Association. 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 reserved by the Declarant, Owners shall be entitled to one (1) 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 other than to determine whether a quorum exists.

3.4. **Record of Ownership.** Every Owner shall promptly file the conveyance document (or in the case of contract buyer, a copy of the sales contract) for his Lot with the secretary of the Association who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgagee which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage. 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" in accordance with the provisions of Article V.

3.5. **Proxies.** An Owner may give his proxy, either specific or general, to another Owner, a third person, or to a contract purchaser or his Lot to vote on all matters coming before the Association for vote provided the same is in writing, signed by the Owner, and is presented to those Association officers conducting such vote or as may be further provided in the Bylaws.

## **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. This right of easement shall only extend to the Limited Common Area appurtenant to the Residence and not to other Limited Common Areas.

4.2. **Title to Common Areas.** The Declarant has or will convey title to the Association on 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 Utah 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 Rule;

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 two-thirds (2/3) of the Lot 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 to perform their duties as assigned by the Governing Documents.

4.6. **Easement for Utility Services**. 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.

4.7. **Easements for Encroachments**. If any portion of a Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot or the Common Area as a result of the manner in which the improvements were initially approved and 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. **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 jointly and severally liable for any fines for violations thereof.

## 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 disapprove a budget according to the provisions of the Act.

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; 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 Covenant for Assessments**. Anything 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.

5.5. **Annual Assessments**. Annual Assessments shall be made on a calendar year basis. 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 or quarterly 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 amount.

The Annual Assessments for the Association shall be calculated as follows:

1) **Regular Assessment**. The regular assessment shall be paid by all Lots within the Project that are subject to assessment.

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 dollars (\$1,000) 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 Residence 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 Lot Owner's or his/her Occupants' negligence.

5.8. **Allocation of Assessments**. Except for Individual Assessments, the Regular Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, unless otherwise provided in the Governing Documents.

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; 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) late fee each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest may 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 this Declaration or the Bylaws 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 Utah County, Utah 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 the Lot 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 the reserve 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. **Reimbursement of Tax Collection by County Authorized.** It is recognized that under the Declaration that the Association will own the Common Areas, which may obligate it to pay property taxes to Utah County to the extent taxes are required on such Common Areas. Each Owner will be required to reimburse the Association for its pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Utah County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

5.20. **Reinvestment Fee.** The Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section and Utah Code section 57-1-46. If established by the Board, 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"), but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, 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) Notwithstanding anything to the contrary contained in this Section, 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.

5.21. **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.

5.22. **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, Lenders 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.

5.23. **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 Lot 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 this Declaration 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 section 57-8a-218(15), 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 shall hold title to all Common Areas conveyed to it by its developer and 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. Any agreement with a Manager shall not exceed a term of two (2) years, renewable by agreement of the parties for a successive two (2) year term, and shall be terminable by the Association upon no more than sixty (60) days' advanced notice. 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. Other than litigation required for the collection of past due Assessments, the Association shall not commence any litigation without prior approval of a majority of the Members, if the litigation shall exceed the cost of five thousand dollars (\$5,000.00) either in attorney fee expenses or in costs (including any expert reports).

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.

6.5. **Liability.** A member of the Board or an officer of the Association shall not be liable to the Association or 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 bad acts or acts of recklessness. In the event any 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 indemnify 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 acted willfully or intentionally 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. Without limiting the generality of the foregoing, the Board may appoint one or more "Committees", and such Committees (which may consist of one or more Members, as determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, financial management and administration of the Project ("Delegated Duties"). While any Committee established by the Board shall report to the Board regularly regarding its activities, the Board may by express directive relinquish and transfer all authority and responsibility with respect to such Delegated Duties to an applicable Committee.

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. **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.

6.8. **Management.** The Project shall 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 and 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 Manager selected by the Declarant, or hire a different Manager.

## **ARTICLE VII. MAINTENANCE**

7.1. **Association Maintenance**. The Association shall maintain, repair, and replace all Common Areas together with all improvements thereon and all easements appurtenant to the Common Area and Limited Common Area including, but not limited to the common landscaped areas surrounding private utility lines serving more than one Residence, landscape and drainage easements, and personal property owned by the Association. The Association shall maintain, replace, and repair the private roads in the Project including the performance of all snow removal, but the Association shall have no responsibility to maintain or repair public streets (if any) within the Project. The Association shall perform the snow removal on the sidewalks and driveways within the Project located on the Common Areas. The Association shall maintain, replace, and repair the Common Area fences initially installed by the developer around the Project's Common Area.

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 Common Areas shall be maintained in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended. The Board in its sole discretion shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any exterior building maintenance and/or repair of any part of a Single Family Lot, Limited Common Area, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance.

7.2. **Services**. The Association shall provide or contract for such services as the Board may reasonably deem to be of benefit to the Project, including, without limitation, building maintenance, landscaping, joint utilities, and garbage/trash removal services for all Lots.

7.3. **Single Family Lot Maintenance**. Each Owner shall have the obligation to provide exterior and interior maintenance of their Lot and Residence, including but not limited to painting, repair, replacement, and care of all Residence components, driveways, and utility lines that solely service the Lot or Residence. Owners shall be responsible to maintain, repair, and replace any fences located within or on the boundaries of their Lot. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne equally by all Lot Owners bounded thereby. Owners are responsible for the removal of snow from their driveways and sidewalks within or appurtenant to the Owner's Lot.

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 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. All costs incurred by the Association shall be assessed to the Lot Owner as an Individual Assessment. 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 as provided in Article V.

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 as specified herein is caused through the willful or negligent acts of an Owner, 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 (as set forth above) to which such Lot is subject.

## 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 entire Project, including the Common Area and all buildings including all Residences, 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 Residence or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Residences, 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 Residences) 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 Residence or a Limited Common Area appurtenant to a Residence ("Residence 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 Residence Damage ("Residence Damage Percentage") for that Residence 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 Subsection b) above within 30 days after substantial completion of the repairs to, as applicable, the Residence or the Limited Common Area appurtenant to the Residence, 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 (b) 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) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and 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 officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

8.5. **Theft and Embezzlement Insurance.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, (c) officers, directors, and employees of any manager of the Association, and (d) coverage for acts.

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

8.7. **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.

8.8. **Named Insured**. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

8.9. **Right to Negotiate All Claims & Losses & Receive Proceeds**. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or 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 and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Residences. Each Owner hereby appoints the Association, or any Insurance Trustee, 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.

8.10. **Insurance Trustee**. In the discretion of the Board or upon written request executed by Owners holding at least 50% of the entire voting interest of the Association, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

8.11. **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.

8.12. **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 and the Owners and their respective agents and employees.

8.13. **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 Residences.

9.2. **Use of Lots**. All Lots are intended to be improved with single-family Residences and are restricted to such use. Except as may be approved to the contrary, each Lot shall be used only as a single-family Residence. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Residence without the prior

written consent of the Board and applicable governmental entities. The Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that: only normal residential activities would be observable outside of the Residence; 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 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, Residence, 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, Residences, 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. **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 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., or use of outside speakers or amplifiers;

9) Allowing a pet to be unleashed while outside of the Residence or fenced backyard, or continuous barking, meowing, or other animal noises;

10) Allowing a pet to urinate or defecate in the Common Areas or failing to clean up immediately any feces deposited by a pet in the Common Area.

9.5. **Signs.** The Association may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, lawn signs are prohibited, except "For Sale" or "For Rent" signs that may be placed in the front yard of a Lot, 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 approval of the Board of Directors. Signs may not exceed 24" X 24" in size. Signs may not be placed in the Common Area without the written consent of the Board, and if so approved may only be posted into the ground with wire or stakes no more than 1" in diameter.

9.6. **Trash Containers and Collection.** All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association may adopt additional Rules for the storage and concealment of trash containers.

9.7. **Smoke and Carbon Monoxide Detectors.** Each Lot shall have an operable carbon monoxide detector and smoke detectors as required by building code and the Association's insurance requirements. The Board may, but is not required to, enter a Lot to ensure that it is in compliance with this Section.

9.8. **Residence Heating.** Owners of Lots shall heat Residences to no less than fifty-degrees (50° F) at all times to prevent pipes from freezing.

9.9. **Parking.** Owners, Occupants, and tenants must park in their private driveways and garages, or in parking areas designated by the Board. At no time shall any vehicle be parked at an entrance to or in front of a garage or walkway or at any other location within the Project, which would impair vehicular or pedestrian 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 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 charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

9.10. **No Patio / Deck Storage.** No observable outdoor storage of any kind shall be permitted on patios, 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 shall conform with standards set by the Architectural Control Committee.

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

9.12. **Leases**. The leasing of Residences is permitted. The Board may adopt Rules to regulate the leasing of Residences 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, the following leasing restrictions shall apply: no Owner shall be permitted to lease his/her Residence 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 Residence, unless the Owner is also living in the Residence; 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.

9.13. **Energy Conservation Equipment**. Solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed in the Project. Notwithstanding the forgoing, if the Board or the ACC elects to allow energy conservation equipment 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, Residence, 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 ACC as a variance. If an approved energy conservation equipment installation causes costs to the Association, then the Board may allocate these costs to the Owners who requested or benefit from the installation as the Board in its sole discretion determines. The ACC or the Board shall have the sole discretion to determine compliance with the Design Guidelines and this Section.

9.14. **Smoking**. Smoking shall be prohibited outside of dwellings within the Project. It shall be a nuisance and prohibited under Section 9.4 to permit or cause any tobacco smoke to drift or otherwise enter into the Common Areas or any Lot. The Board may adopt additional Rules to address Smoking within the Project.

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): (1) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Owners or 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.

## **ARTICLE X. ARCHITECTURAL CONTROLS**

10.1. **Architectural Control Committee**. The Board may appoint a three (3) member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Project harmonize with existing surroundings and structures (herein the "Committee"). The Committee need not be composed of Owners. If such a Committee is not appointed, the Board shall perform the duties required of the Committee. The Declarant shall act as the Committee during the Period of Declarant Control.

10.2. **Architectural Controls**. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and designs shall be limited to those approved by the Committee. In the event of any reconstruction of an improvement or a Residence due to a casualty, the design, quality, and appearance of the reconstructed home shall be substantially the same as the structure initially built, unless otherwise approved by the Committee. 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 Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade within the Project, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the city.

No construction, reconstruction or modification of a home or landscaping may commence without approval by the Committee of the working drawings including, but not limited to, the following:

- 1) A site plan to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.
- 2) Detailed floor plans showing dimensions and measurements.
- 3) Detailed elevations, indicating all materials and colors and showing existing and finished grades.
- 4) Detailed sections, cross and longitudinal.
- 5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations upon compliance with the Design Guidelines, any other design guidelines adopted by the Association, and other provisions found within the Project Plan.

10.3. **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.

1) The Declarant shall have sole and full authority to amend the Design Guidelines during the Period of Declarant Control. The Declarant's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the Committee. Upon termination or delegation of the Declarant's right to amend, the Board shall have the right to amend the Design Guidelines.

2) 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 and Committee. 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.

3) 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.

10.4. **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 Residences, 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 so long as the location of such model homes and the opening and closing hours are approved by the Committee, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Declaration. The Committee may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with city ordinances and any rules of the Committee. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner thereof is not actively engaged in the construction and sale of residences within the Project, and no home shall be used as a model home for the sale of homes not located within the Project.

10.5. **Variances**. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be in writing and must be signed by all of the members of the Committee (or Board if acting as the Committee). 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.

10.6. **Liability for Damages**. The Committee 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. **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. Occupants, guests, and invitees shall be personally liable for any fine assessed as a result of their action in violation of the provisions of the Governing Documents. 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.

11.2. **City Enforcement.** The City shall have the right (but not the obligation) to enforce the provisions of this Declaration against the Association and Owners, whether individually or otherwise.

## ARTICLE XII. SPECIAL DECLARANT RIGHTS

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

- 1) Any improvements shown on the Plat or included in the Project;
- 2) Any Lots and corresponding Residences upon all or any portion of the Additional Land, and subject to the requirements of Section 12.2, 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 herewith expressly reserves the right and option to expand the Project by the addition of Additional Land, or portions thereof, and Lots and Residences 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 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 the Project shall not expire until the Declarant elects in writing to not add the Additional Land to the Project.
- 4) The Additional Land may be added in total or in part, and in any order as Declarant may determine.
- 5) All improvements upon Additional Land shall be made in such a manner as to conform to all governmental regulations appertaining thereto, but such improvements may

be located upon the Additional Land, or any portion thereof, in such manner as the Declarant deems appropriate in its sole discretion, subject to the requirements contained herein. All additional Lots and Residences to be constructed upon Additional Land will be constructed for or are to be designated exclusively for residential use.

6) Declarant consents and agrees that any Lot and Residence constructed within the Project and upon Additional Land will be similar in all material respects to the Residences presently contained or to be constructed upon the Project and shown on the Plat. Notwithstanding the above, no assurances can be made by the Declarant in every instance that such structures and improvements will be identical in all regards.

7) The Declarant simultaneously with the submission of Additional Land to the Project shall prepare and record in the Salt Lake County records, a Plat pertaining to such Additional Land to be added showing the location and dimensions of each Lot created from and located upon such Additional Land, and the designation of each Lot so created.

8) Simultaneously with the recording of said Plat, the Declarant shall duly execute, acknowledge, and record a Supplemental Declaration setting forth that an expansion of the Project has occurred. Such Supplemental Declaration shall: (i) reference this Declaration, (ii) state that the provisions of this Declaration apply to the Additional Property, and (iii) include a legal description of the Additional Land added to the Project.

12.2. **Other 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 for the maximum period allowed by law:

1) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence 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 convert any part or portion of the Project to a different regime of residential ownership;

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

5) 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;

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

7) 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 Utah County Recorder;

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

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

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

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

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

13) 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 Declarant Control Period 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.

12.3. **Exercising Special Declarant Rights.** Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Declarant Control expires or the date when the Declarant relinquishes such rights in writing. 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.

12.4. **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.

12.5. **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.

12.6. **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 a Declarant's rights may, but shall not be required to, be recorded in the office of the Utah County Recorder.

12.7. **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 Residence prior to the contracting for the conveyance of the Lot to a purchaser.

12.8. **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 purpose of the storage of building supplies and materials, 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.

12.9 **No Modification of Declarant Rights.** Any 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 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 Lot 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 covering 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. RIGHT OF ENTRY

14.1 **Right to Enter Lots and Residences.** The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice of at least forty-eight (48) hours to enter upon or into any Lot or Residence, 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 or correct any violation of any of the Declaration or Rules, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien provided in Article V. Notice shall not be necessary in case of an emergency originating in or threatening such Residence or any other part of the Project, including the sound or sight of running water in a Residence, the smell or sight of smoke in a Residence, abnormal or excessive noises, and foul smell. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Residence under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

## ARTICLE XV. AMENDMENTS

15.1. **Amendments by Declarant.** Until after the termination of the Period of Declarant Control, the Declaration and the Plat may be amended solely by the Declarant without any additional approval required. In addition, during the Period of Declarant Control, no other amendment shall be valid or enforceable without the Declarant's prior written consent.

15.2. **Amendments by Association.** After termination of the Period of Declarant Control, this Declaration 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 Utah 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.

## ARTICLE XVI. DISPUTE RESOLUTION

### 16.1. Alternative Dispute Resolution Without Litigation.

(a) 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 described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 16.2 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 Architectural Committee under the Design Guidelines and other provisions of Article X hereof, which shall not be subject to review and shall not be subject to this chapter.

(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 16.2:

(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 16.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.2(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;

(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.

16.2. **Dispute Resolution Procedures.**

(a) **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 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 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 16.3 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.

16.3. 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-228 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 16.2(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 16.4(a) and (b) below.

(c) the Association provides each Owner with the items described in Section 16.4(a) and (b), below;

(d) the association establishes a trust account, described in Section 16.4(c) below; and

(e) the Association first goes through the procedures described in Section 16.2 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 Declarant Control Period 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 Declarant Control Period. Any such amendment shall also be approved by a vote of 67% of the total votes of the Association.

16.4. **Informed Vote**. Before the Owners, as Members of the Association may vote to approve any claim of legal action, 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 10% of the cost estimated to resolve the legal action not including attorney fees; and
  - (ii) place the 10% allocated funds in a trust account that the Association may only use to pay the costs to resolve the legal action.

Sections 16.3 and 16.4 do not apply to an Association that brings a legal action that has an amount in controversy of less than \$25,000.00.

16.5. **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.

16.6. **Owner Warranties.** The Declarant may have provided 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 and any subsequent Lot Owner shall have no right to seek the performance of or take assignment of any rights in any warranties from the Declarant to any Owner, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

16.7. 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 a Lot Owner, as its respective interest may appear, with respect to any cause of action relating to the Common Areas and facilities.

16.6. 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.

16.7. 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 XVII. MISCELLANEOUS

17.1. **Notices.** Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or sent by regular mail to the Person who appears as an Owner, at the latest email, phone number, 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.

17.2. **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

use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act for voting purposes.

17.3. **Dissolution**. The Association may be dissolved by the affirmative assent in writing from 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 of Incorporation 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 in Article V.

17.4. **Interpretation and Severability**. 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 party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17.5. **Covenants to Run with Land**. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, 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.

17.6. **Reasonable 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 Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by 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 anyone else.

17.7. **No Waiver**. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

17.8. **Condemnation**. If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring that area in the Project 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.

17.9. **Security.** The Declarant or Association shall in no way 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. Owner or Occupant 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.

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

17.11. **Dedication of Private Streets.** The Declarant and Association shall take all reasonably necessary steps to prevent the Association's private streets from being dedicated to the public.

\* \* \* \* \*

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**DECLARANT**  
**CEDAR HILLS FARM LAND, LLC**  
A Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah        )  
                                  ) ss:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_ who by me being duly sworn, did say that she/he is an authorized representative of Cedar Hills Farm Land, 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**

**Cedar Canyon – Residential Area**

Beginning at a point on the south line of Cedar Hills Drive said point being North 00°02'46" West 615.01 feet along the section line and West 719.10 feet from the West Quarter Corner of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian and running:

thence South 89°35'17" East 493.80 feet;  
thence South 46°40'00" East 95.12 feet;  
thence South 00°21'59" East 543.06 feet;  
thence South 89°53'43" West 625.05 feet;  
thence North 0.41 feet;  
thence South 89°52'55" West 189.04 feet;  
thence North 25°44'51" East 6.30 feet;  
thence Northeasterly 135.56 feet along the arc of a 308.00 foot radius curve to the left (center bears North 64°15'09" West and the chord bears North 13°08'19" East 134.47 feet with a central angle of 25°13'04");  
thence North 00°31'47" East 174.27 feet;  
thence Northeasterly 118.24 feet along the arc of a 300.00 foot radius curve to the right (center bears South 89°28'13" East and the chord bears North 11°49'15" East 117.48 feet with a central angle of 22°34'56");  
thence East 194.38 feet;  
thence North 00°21'59" West 41.49 feet;  
thence Northeasterly 20.40 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°38'01" East and the chord bears North 11°19'17" East 20.26 feet with a central angle of 23°22'33");  
thence North 66°59'26" West 9.39 feet;  
thence North 00°21'59" West 122.10 feet to the point of beginning.

Contains 433,397 Square Feet or 9.949 Acres

**EXHIBIT B**  
**BYLAWS**  
**OF**  
**CEDAR CANYON HOA**

These BYLAWS OF CEDAR CANYON HOA are effective upon recording in the Utah 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 Cedar Canyon HOA and, to further the Association's efforts to safely, efficiently, and economically 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 Cedar Canyon HOA.

**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 Residences or the mere act of occupancy or use of any said Residences 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 Utah County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of the meeting shall be held at the office of the Association or its Manager.

3.4 **Notice of Meetings**. The Board shall cause written or printed notice of the date, time, and place (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 of the Association if he or she has fully paid his or her share of any Assessment (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**. At any Owner meeting, the number of Owners present, either in

person or by proxy shall constitute a quorum for the transaction of business.

3.8 **Proxies**. At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy 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 record all proxies in the meeting minutes.

3.9 **Votes**. With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown 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 more than thirty (30) days delinquent 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.

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 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 **Minutes of Meetings**. The Secretary 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 annual meeting of the Owners shall be made available to all Owners within thirty (30) days of the annual meeting.

#### **ARTICLE IV BOARD OF DIRECTORS**

4.1 **Powers.** The Project and the affairs and business of the Association shall be 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 property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of either three (3) or five (5) persons, as determined by the Board. 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 Residence or be business partners if the business is related to their ownership of a Lot(s). 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 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. 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. The terms shall be staggered and overlap so that elections for Board Member positions are held each year at the Annual Meeting. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings.** The Board shall hold meetings at least quarterly 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 of the Board 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.

4.7 **Meeting Notice.** The person or persons authorized to call Board meetings may fix any place, within Utah County, as the place for holding the meeting and shall provide a conference call-in number for Board Members not able to attend in person. Notice shall be

given personally, by email, or by telephone, including text message at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board 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 the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. 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. The 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 from a Board Member and providing a valid email address 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 below 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 of the Association 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 the initial 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.

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 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, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

4.12 **Board Action**. Notwithstanding noncompliance with any provision within this Article, 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 this Article may not bring

the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

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 either the President or the Secretary. 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 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 in the Board 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 in the Board 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. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member 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 meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

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, Vice President, Secretary, Treasurer, and such other officers as may be appointed by the Board.

5.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be elected by the Board of Directors 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, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. A person may hold any two (2) such offices, except that the President may not also be the Secretary. No person holding two (2) 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.** Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. 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 any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be 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 **Vice President.** The Vice President shall perform all duties of the President when the President is absent, unable, or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board of Directors.

5.8 **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 Vice President in the event of the Vice President's absence, inability, or refusal to act.

5.9 **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.

5.10 **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 such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the 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 proceedings 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 the President, the Board, 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 any vacancy shall occur in any committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, 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**. In addition to the indemnification provisions and requirements set forth in the Declaration, 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 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 indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be 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 indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The 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, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, 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 indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such 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 and establish by resolution such Association 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 residents. 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, the Declarant acting alone may amend, alter, or repeal and adopt new Bylaws for any reason, without Owner approval. No other amendment shall be valid or enforceable during the Period of Declarant Control unless the Declarant has given written consent to such amendment. Any amendment during the Period of Declarant Control shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Utah County Recorder.

9.2 **Amendments by Association.** After termination of the Period of Declarant Control, the Bylaws may be amended by the Owners upon the affirmative vote of more than sixty-seven percent (67%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument the President 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 acknowledgment of any Owner signature shall be required. 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 any 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 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 \_\_\_\_\_, 2018.

**DECLARANT**

**CEDAR HILLS FARM LAND, LLC**  
A Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah                    )  
  ) ss.  
County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_ who by me being duly sworn, did say that she/he is an authorized representative of Cedar Hills Farm Land, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public \_\_\_\_\_



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	7/17/2018

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on a Final Approval for the Cedar Canyon Subdivision
<b>APPLICANT PRESENTATION:</b>	Cory Shupe, Blu Line Designs
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager

**BACKGROUND AND FINDINGS:**

The Cedar Canyon subdivision is an eighty lot subdivision located in the newly adopted PD-1 zone. The subdivision is per the terms outlined in the Settlement Agreement reached between the City of Cedar Hills and Cedar Hills Farmland LLC. The subdivision consists of single-family residential units, as well as a commercial component. Per the terms of the Settlement Agreement, the City must have final approval by July 31, 2018. The final plans have been submitted to the City's engineering firm for review, that review is pending completion at the time of this writing. The subdivision has received preliminary approval from the planning commission as well as the city council. Additionally, the city council adopted the Planned Development 1 zone (PD-1 Zone); this subdivision will be the only portion of the City contained in that zone. The recommendations of the planning commission were as follows:

- Show a structural element as part of lot 70 access from 4700 W into the subdivision with the collapsible bollards.
- Try to address slopes on properties on southern end of the property, slopes should drain away from homes
- Require a landscape installation by homeowners on lots 57-70 to mitigate impact to adjacent homeowners
- Rename Wildflower & Lily
- Rename open space as park space
- Planning commission has requested that on lots that back up to a public street, the CC&R's require one of the two architectural elements to be visible above the fence line (6')
- Extend the concrete fencing along the southern border of the property from 4700 W to 4600 W
- Specify color and style of fencing for the vinyl fencing
- Establish a fencing standard in the CC&R's
- Vinyl fencing on adjacent to Cedar Hills Dr and 4600 W have architectural pillars.

**PREVIOUS LEGISLATIVE ACTION:**

City Council adopted the PD-1 zone in June 2018, and Planning Commission made recommendation for final approval on July 10, 2018.

**FISCAL IMPACT:**

N/A

**SUPPORTING DOCUMENTS:**

Cedar Canyon Subdivision Plans, Drainage Report, Settlement Agreement

**RECOMMENDATION:**

To approve the plans, subject to the incorporation of engineers redlines, and verification of access to site by public safety vehicles.

**MOTION:**

To approve/not approve the final plans of the Cedar Canyon subdivision, subject to the following conditions, {LIST ALL APPLICABLE CONDITIONS}.



# CEDAR CANYON

4600 WEST CEDAR HILLS DRIVE  
CEDAR HILLS, UTAH

DATE PRINTED  
JUN 20, 2010

**FOR CONSTRUCTION**

**INDEX OF DRAWINGS**

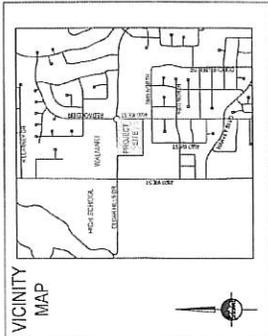
1 OF 1	BOUNDARY & TOPOGRAPHIC SURVEY	PP-5	PLAN AND PROFILE
1 OF 1	PLAT	PP-6	PLAN AND PROFILE
C-001	GENERAL NOTES	PP-7	PLAN AND PROFILE
C-002	CONTEXT PLAN	PP-8	PLAN AND PROFILE
C-100	SITE PLAN	PP-9	PLAN AND PROFILE
C-200	GRADING AND DRAINAGE PLAN	PP-10	PLAN AND PROFILE
C-300	UTILITY PLAN	C-500	DETAIL SHEET
C-400	EROSION CONTROL PLAN	C-501	DETAIL SHEET
PP-0	PLAN AND PROFILE KEY MAP	C-502	DETAIL SHEET
PP-1	PLAN AND PROFILE	C-503	DETAIL SHEET
PP-2	PLAN AND PROFILE	C-504	DETAIL SHEET
PP-3	PLAN AND PROFILE	C-505	DETAIL SHEET
PP-4	PLAN AND PROFILE	L-100	LANDSCAPING PLAN

**NOTICE TO CONTRACTOR**

ALL CONTRACTORS AND SUBCONTRACTORS EMPLOYING LABOR SHALL BE HELD TO THE SAME STANDARDS AS SET FORTH IN THE UTAH LABOR CODE AND THE UTAH LABOR RELATIONS ACT. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS.

**DEVELOPER:**

CEDAR HILLS FARM LAND, LLC  
6150 SOUTH BERRYWOOD ROAD SUITE 150  
TAYLORSVILLE, UTAH 84132  
DOUG YOUNG, 801.205.6500



- GENERAL NOTES**
- ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
  - CALL THE PUBLIC UTILITY PROVIDER TO OBTAIN THE LOCATION AND DEPTH OF ALL UTILITIES.
  - PROVIDER'S UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR TO THE LOCAL UTILITY PROVIDER.
  - REVISIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THE LOCAL UTILITY PROVIDER.

**EN SIGN**  
THE STANDARD IN ENGINEERING

SALT LAKE CITY  
43 W. 10300 S., Suite 500  
Sandy, UT 84070  
Phone: 801.265.5529

LAYTON  
Phone: 801.547.1100

TOOELE  
Phone: 435.840.3599

CEDAR CITY  
Phone: 435.863.4533

RICHFIELD  
Phone: 435.892.2983

WWW.ENSIGNENGINEERING.COM

CECILEE L. ESTERLINE, LIC. #19379  
TAYLORSVILLE, UT 84132  
DOUG YOUNG  
PHONE: 801.205.6500

CEDAR CANYON  
4600 WEST CEDAR HILLS DRIVE  
CEDAR HILLS, UTAH



719-49-29 FOR CONST. SET

DATE: 06/20/10  
SCALE: AS SHOWN  
PROJECT: CEDAR CANYON  
SHEET: 1 OF 10

**NOTICE TO DEVELOPER/CONTRACTOR**

UNDESIGNED PROVISIONS REPRESENT WORK IN PROGRESS AND ARE SUBJECT TO CHANGE AND DO NOT CONSTITUTE A CONTRACT. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS.

**UTILITY DISCLAIMER**

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN AS SHOWN ON THESE DRAWINGS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL GOVERNMENTS.















**SALT LAKE CITY**  
 5300 10300 S, Suite 200  
 Phone: 801.259.8239

**LAYTON**  
 1000 W. 1000 N., Suite 1100  
 Phone: 801.461.1100

**TOOELE**  
 425 S. 400 W.  
 Phone: 435.343.3500

**CEDAR CITY**  
 1000 W. 1000 N., Suite 1100  
 Phone: 435.365.1155

**RICHFIELD**  
 1000 W. 1000 N., Suite 1100  
 Phone: 435.352.2363

WWW.ENSIGNING.COM

EN SIGN ENGINEERING, INC.  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH 84202  
 PHONE: 801.259.8239  
 FAX: 801.259.8239

**CEDAR CANYON**  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH



2016-02-28 FOR CONST. SET

**EROSION CONTROL PLAN**

PROJECT NO. 42814  
 DATE: 2/28/16  
 DRAWN BY: J. GARDNER  
 CHECKED BY: J. GARDNER  
 SCALE: AS SHOWN

**C-400**

**GENERAL NOTES:**

1. THE PLAN SHOWS ALL EROSION CONTROL MEASURES TO BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE IMPROVEMENTS. THE EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT THE END OF THE CONSTRUCTION PERIOD. THE EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT THE END OF THE CONSTRUCTION PERIOD.
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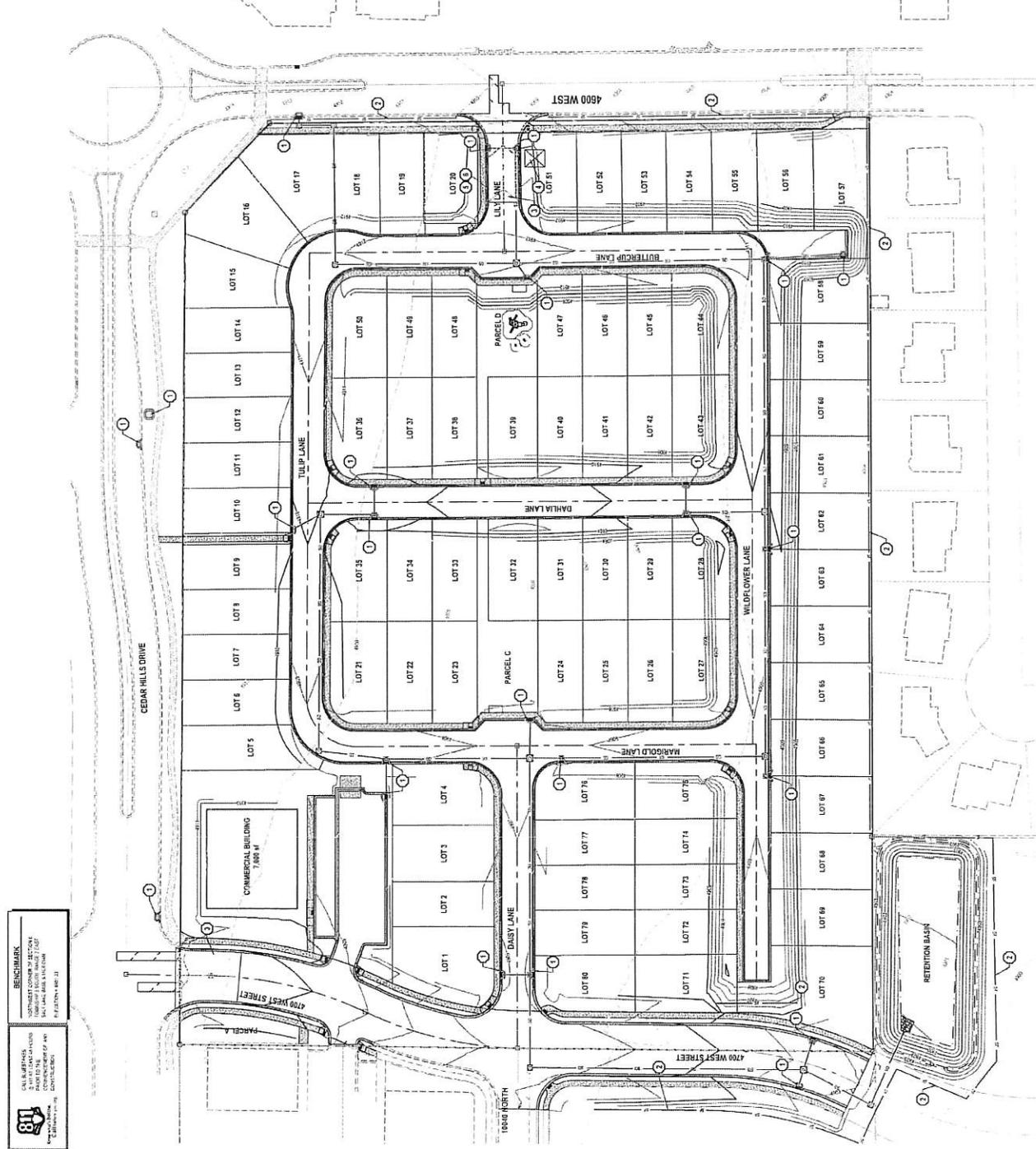
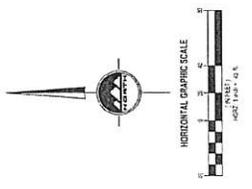
**SCOPE OF WORK:**

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE IMPROVEMENTS.
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**REVISIONS:**

1. DATE: 2/28/16
2. BY: J. GARDNER
3. DESCRIPTION: CORRECTED LOT 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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**BENCHMARK**  
 NORTHWEST CORNER OF SECTION 2, T4N, R10E, S10W, 100' X 100' BENCH MARK

**DATE:** 2/28/16  
**BY:** J. GARDNER  
**CHECKED BY:** J. GARDNER

**EN SIGN**  
 THE STANDARD IN ENGINEERING

**SALT LAKE CITY**  
 300 W. MAIN ST. SUITE 100  
 SALT LAKE CITY, UT 84102  
 PHONE: 801.265.0939

**LAVTON**  
 PHONE: 861.547.1100

**TODDLE**  
 PHONE: 435.643.2599

**CEDAR CITY**  
 PHONE: 333.665.1453

**RICHTER ENGINEERING**  
 PHONE: 435.638.2993

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CEC-4431 FIRM LICENSE  
 CE-4431 FIRM LICENSE  
 PROFESSIONAL ENGINEER  
 CIVIL ENGINEER  
 LICENSE NO. 16128

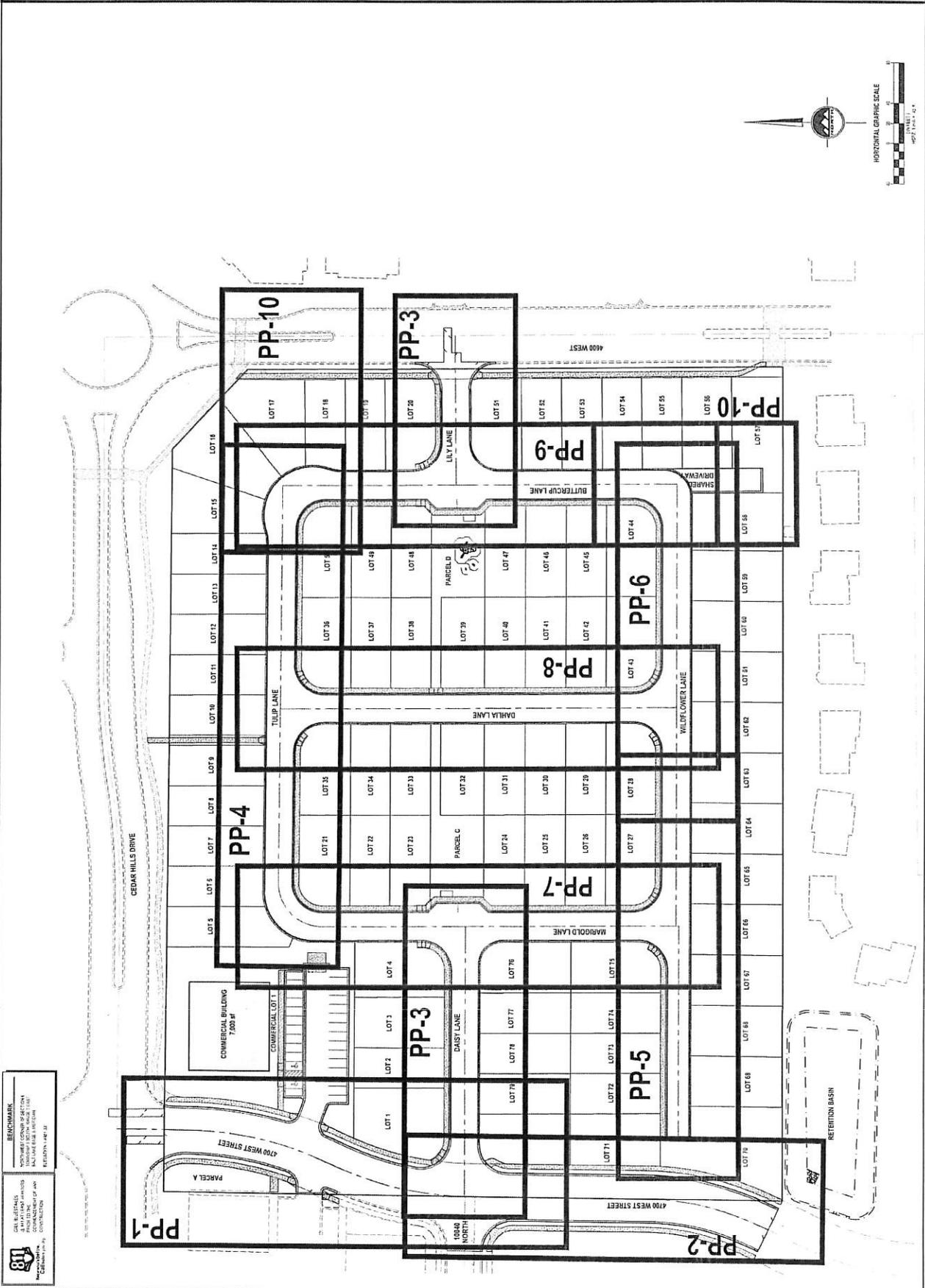
**CEDAR CANYON**  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH

2018-06-29 FOR CONST. SET

**PLAN AND PROFILE  
 KEY MAP**

PROJECT NO. 18-001  
 DATE: 06/29/18  
 DRAWN BY: J. JORDAN  
 CHECKED BY: K. KENT  
 SCALE: AS SHOWN

**PP-0**



**BENCHMARK**  
 NORTHWEST CORNER OF SECTION 4  
 4th & 1st ST. INTERSECTION  
 SALT LAKE CITY, UTAH 84101  
 ELEVATION: 4482.31'

**CONTRACTOR**  
 RICHTER ENGINEERING





**SALT LAKE CITY**  
 45 W. 10200 S. Suite 100  
 West Valley City, UT 84119  
 Phone: 401.252.5579

**LAYTON**  
 1000 S. 1100 W.  
 Layton, UT 84040  
 Phone: 435.433.3520

**CEAR CITY**  
 130 S. 300 E.  
 Cedar City, UT 84701  
 Phone: 435.736.1463

**RICHFIELD**  
 100 S. 100 W.  
 Richfield, UT 84701  
 Phone: 435.786.2951

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4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH

**CEDAR CANYON**



2016-06-28 FOR CONST. SET

**PLAN AND PROFILE**

DATE: 06/28/16  
 DRAWN BY: DJ  
 CHECKED BY: DJ  
 PROJECT: CEDAR CANYON  
 SHEET: PP-1

PP-1

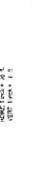
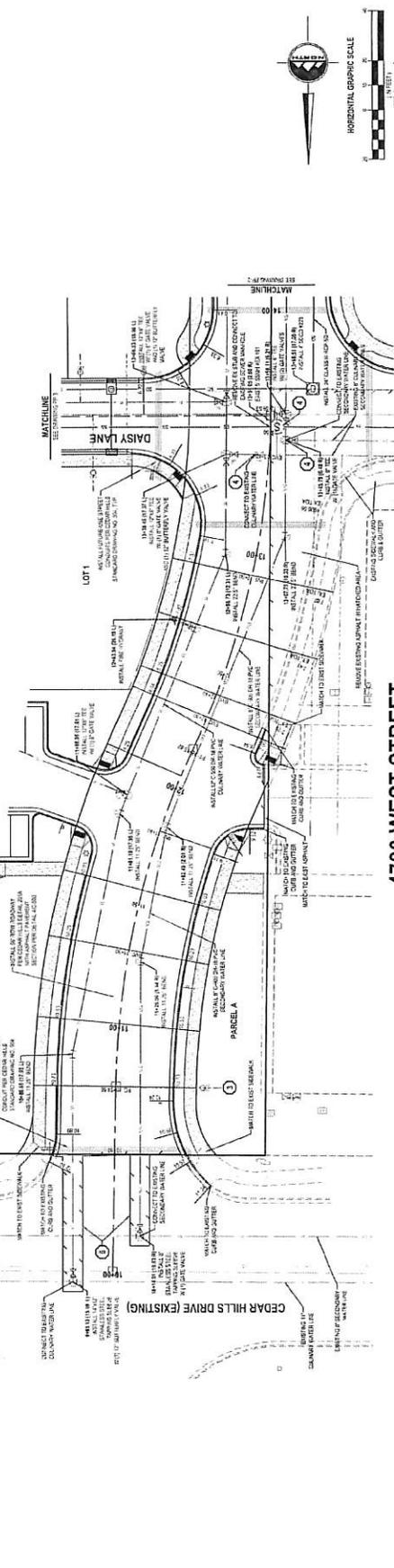
- SCORE OF WORK:**
- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  - 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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  - 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

- GENERAL NOTES:**
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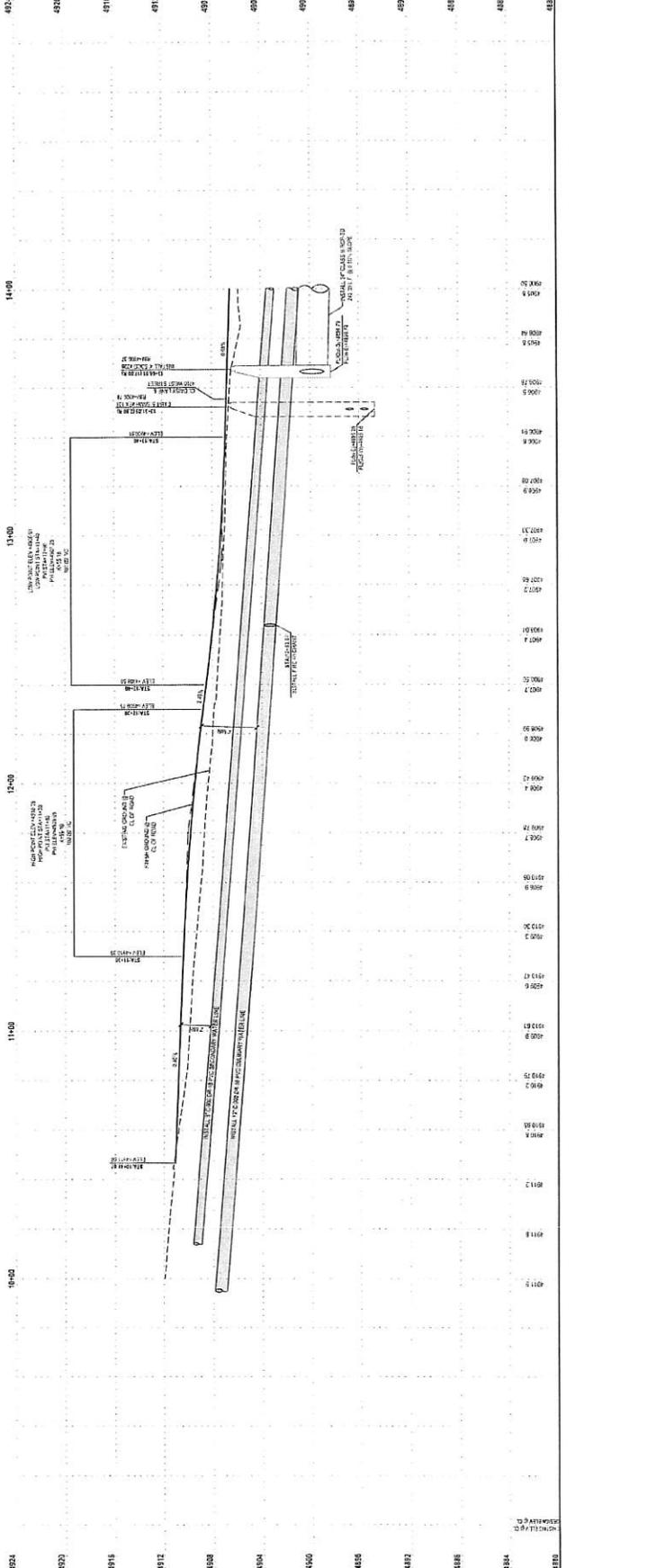
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**BENCHMARK**  
 BENCHMARK CORNER OF SECTION 36  
 T4S R10E W10E  
 1/4 SECTION 36  
 T4S R10E W10E

**CONTRACTOR**  
 [Signature]



**4700 WEST STREET**





**BENCHMARK**  
 NEAREST CORNER BENCH MARK  
 4800 WEST CEDAR HILLS DRIVE  
 SALT LAKE CITY, UTAH 84119  
 ELEVATION 4811.3

**GENERAL NOTES**  
 1. ALL CONSTRUCTION SHALL BE ACCORDING TO THE UTAH CONSTRUCTION CODE AND SPECIFICATIONS.  
 2. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE SPECIFIED.  
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**SCOPE OF WORK**  
 1. DESIGN AND CONSTRUCTION OF THE RETENTION BASIN AND ASSOCIATED PIPING.  
 2. DESIGN AND CONSTRUCTION OF THE 48" DIAMETER CONCRETE PIPE.  
 3. DESIGN AND CONSTRUCTION OF THE 18" DIAMETER CONCRETE PIPE.  
 4. DESIGN AND CONSTRUCTION OF THE 12" DIAMETER CONCRETE PIPE.  
 5. DESIGN AND CONSTRUCTION OF THE 8" DIAMETER CONCRETE PIPE.  
 6. DESIGN AND CONSTRUCTION OF THE 6" DIAMETER CONCRETE PIPE.  
 7. DESIGN AND CONSTRUCTION OF THE 4" DIAMETER CONCRETE PIPE.  
 8. DESIGN AND CONSTRUCTION OF THE 3" DIAMETER CONCRETE PIPE.  
 9. DESIGN AND CONSTRUCTION OF THE 2" DIAMETER CONCRETE PIPE.  
 10. DESIGN AND CONSTRUCTION OF THE 1.5" DIAMETER CONCRETE PIPE.

**RETENTION BASIN**  
 1. RETENTION BASIN SHALL BE CONSTRUCTED OF CONCRETE.  
 2. RETENTION BASIN SHALL BE 10' WIDE BY 10' DEEP.  
 3. RETENTION BASIN SHALL BE 10' LONG BY 10' DEEP.  
 4. RETENTION BASIN SHALL BE 10' WIDE BY 10' DEEP.  
 5. RETENTION BASIN SHALL BE 10' LONG BY 10' DEEP.  
 6. RETENTION BASIN SHALL BE 10' WIDE BY 10' DEEP.  
 7. RETENTION BASIN SHALL BE 10' LONG BY 10' DEEP.  
 8. RETENTION BASIN SHALL BE 10' WIDE BY 10' DEEP.  
 9. RETENTION BASIN SHALL BE 10' LONG BY 10' DEEP.  
 10. RETENTION BASIN SHALL BE 10' WIDE BY 10' DEEP.

**4700 WEST STREET**  
 1. 4700 WEST STREET SHALL BE CONSTRUCTED OF CONCRETE.  
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 9. 4700 WEST STREET SHALL BE 10' LONG BY 10' DEEP.  
 10. 4700 WEST STREET SHALL BE 10' WIDE BY 10' DEEP.

**4600 WEST CEDAR HILLS DRIVE**  
 1. 4600 WEST CEDAR HILLS DRIVE SHALL BE CONSTRUCTED OF CONCRETE.  
 2. 4600 WEST CEDAR HILLS DRIVE SHALL BE 10' WIDE BY 10' DEEP.  
 3. 4600 WEST CEDAR HILLS DRIVE SHALL BE 10' LONG BY 10' DEEP.  
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 9. 4600 WEST CEDAR HILLS DRIVE SHALL BE 10' LONG BY 10' DEEP.  
 10. 4600 WEST CEDAR HILLS DRIVE SHALL BE 10' WIDE BY 10' DEEP.

**4800 WEST CEDAR HILLS DRIVE**  
 1. 4800 WEST CEDAR HILLS DRIVE SHALL BE CONSTRUCTED OF CONCRETE.  
 2. 4800 WEST CEDAR HILLS DRIVE SHALL BE 10' WIDE BY 10' DEEP.  
 3. 4800 WEST CEDAR HILLS DRIVE SHALL BE 10' LONG BY 10' DEEP.  
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 8. 4800 WEST CEDAR HILLS DRIVE SHALL BE 10' WIDE BY 10' DEEP.  
 9. 4800 WEST CEDAR HILLS DRIVE SHALL BE 10' LONG BY 10' DEEP.  
 10. 4800 WEST CEDAR HILLS DRIVE SHALL BE 10' WIDE BY 10' DEEP.

**ENSIGN**  
 THE STANDARD IN ENGINEERING  
 SALT LAKE CITY  
 48 W. 1000 S. SUITE 300  
 SALT LAKE CITY, UT 84119  
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**LAYTON**  
 Phone: 801.547.1100  
**TODELE**  
 Phone: 435.413.3590  
**CEGAR CITY**  
 Phone: 435.413.3590  
**RICHFIELD**  
 Phone: 435.898.2883

**WWW.ENSIGNING.COM**  
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 4800 WEST CEDAR HILLS DRIVE  
 SALT LAKE CITY, UT 84119



**PP-2**

**2018-06-28 FOR CONST. SET**

**PLAN AND PROFILE**

**4600 WEST CEDAR HILLS DRIVE**

**CEGAR CANYON**

**4800 WEST CEDAR HILLS DRIVE**

**4700 WEST STREET**

**RETENTION BASIN**

**LOT 70**

**LOT 71**

**LOT 72**

**LOT 73**

**LOT 74**

**LOT 75**

**LOT 76**

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**LOT 283**

**LOT 284**



2015-06-29 FOR CONST. SET

**PLAN AND PROFILE**

DATE: 06/29/15  
DRAWN BY: D. ENSHING  
CHECKED BY: T. TOOLE  
SCALE: AS SHOWN  
PROJECT: CEDAR CANYON  
SHEET NO.: PP-3

PP-3

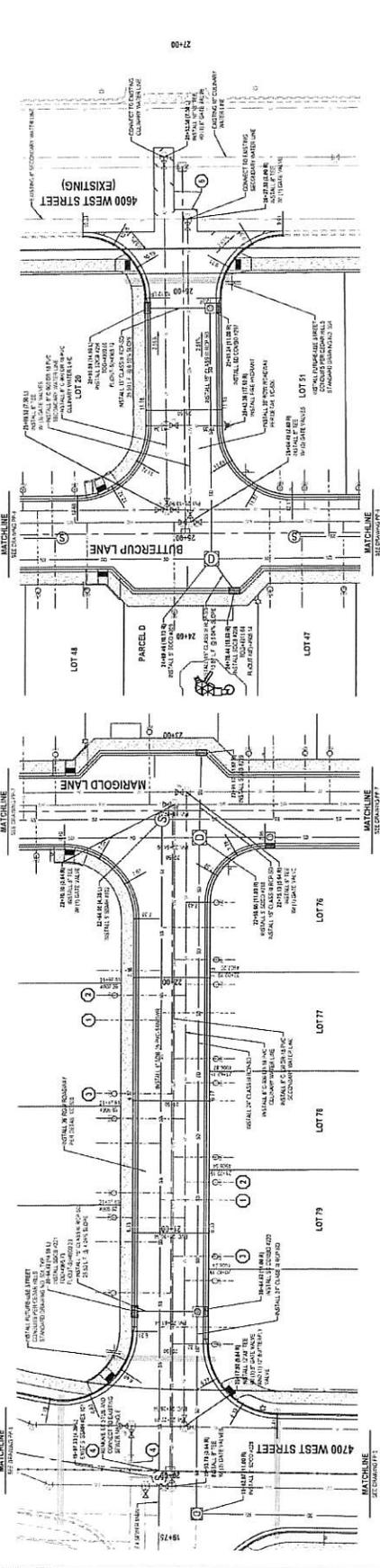


**SCOPE OF WORK:** THE FOLLOWING IS THE SCOPE OF WORK FOR THE 27 PARCELS SHOWN IN THE ATTACHED PLAN. THE DETAILS LISTED BELOW ARE SUBJECT TO THE CONTRACT DOCUMENTS.

1. PROVIDE ALL NECESSARY UTILITY LOCATIONS AND DEPT. APPROVALS FOR ALL UTILITIES SHOWN ON THESE PLANS.
2. PROVIDE ALL NECESSARY UTILITY LOCATIONS AND DEPT. APPROVALS FOR ALL UTILITIES SHOWN ON THESE PLANS.
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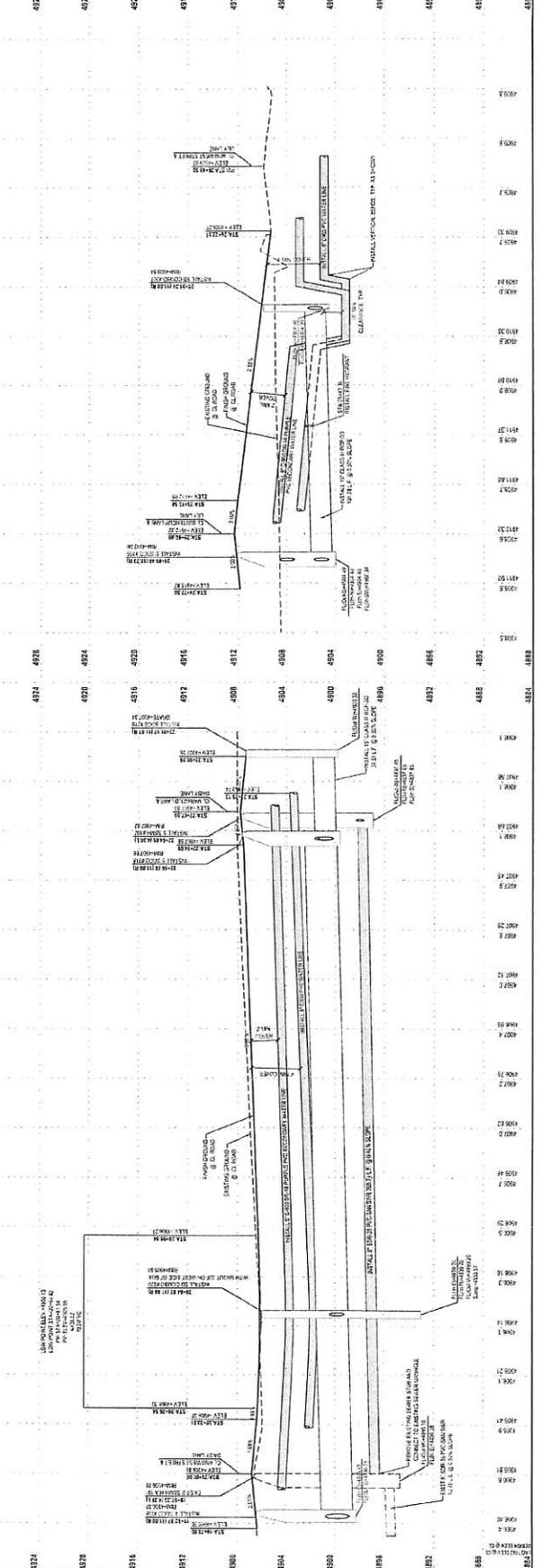
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**LILY LANE**

**DAISY LANE**









**BENCHMARK**  
 ANTHONY CONNER & ASSOCIATES  
 100 WEST 100 SOUTH  
 SALT LAKE CITY, UTAH 84143

**GENERAL NOTES:**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT AND ALL APPLICABLE REGULATIONS.  
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED PRIOR TO CONSTRUCTION.  
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**EN SIGN**  
 THE STANDARD IN CONSTRUCTION  
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 South, UT 84143  
 Phone: 801.487.2020

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**POBELLE**  
 PHONE: 801.358.1580  
**CEGAR CITY**  
 Phone: 435.965.1451  
**RICHFIELD**  
 Phone: 435.976.2763

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 801.487.2020

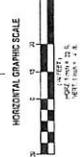
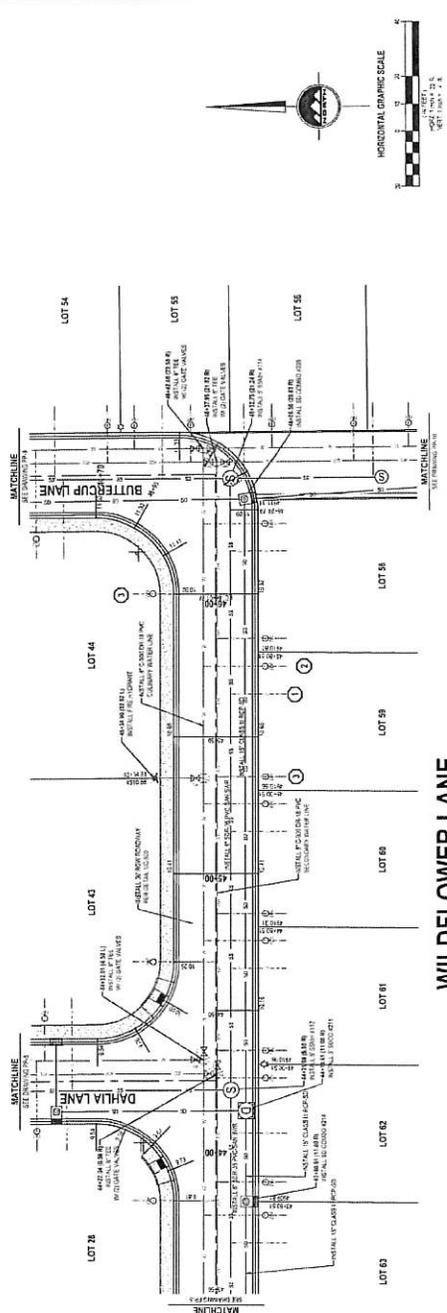
**CEGAR CANYON**  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH



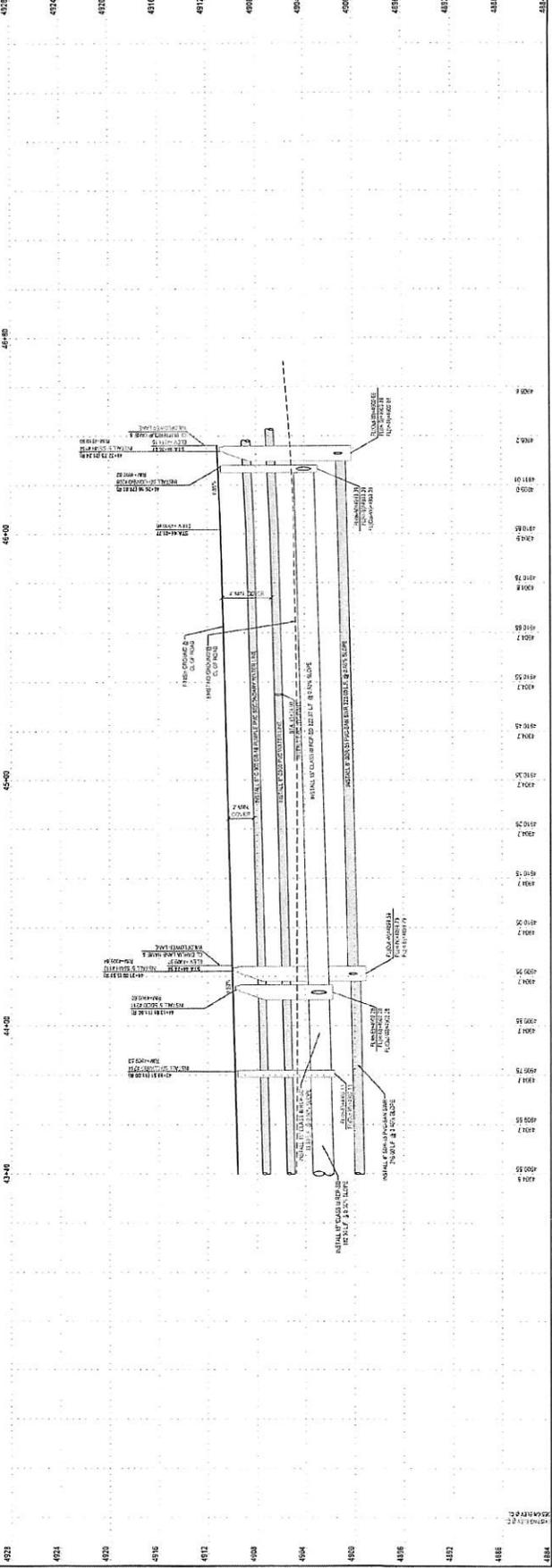
2018-05-28 FOR CONST. SET

**PLAN AND PROFILE**

**PP-6**



**WILDFLOWER LANE**







**SALT LAKE CITY**  
 4574 10200 S. 5000 500  
 SALT LAKE CITY, UT 84120  
 Phone: 801.255.8820

**LAYTON**  
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**TOOELE**  
 Phone: 435.843.3500

**CEDAR CITY**  
 Phone: 435.843.3500

**RICHFIELD**  
 Phone: 435.838.2883

**WWW.ENSIGNENG.COM**

CEDAR HILLS, UT  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UT 84202  
 Phone: 435.838.2883

**PROFESSIONAL ENGINEER**  
 STATE OF UTAH  
 LICENSE NO. 12345

**2018-06-23 FOR CONST. SET**

**PLAN AND PROFILE**

**PP-8**



**SCOPE OF WORK:** CONTRACTOR TO VERIFY THE PROVISIONS OF THE PROVISIONS ON THE DRAWINGS AND INDICATE THE DETAILS AND ASSESS THE NECESSITY FOR THE PROVISIONS TO BE SHOWN.

- 1. VERIFY THE PROVISIONS OF THE PROVISIONS ON THE DRAWINGS AND INDICATE THE DETAILS AND ASSESS THE NECESSITY FOR THE PROVISIONS TO BE SHOWN.
- 2. VERIFY THE PROVISIONS OF THE PROVISIONS ON THE DRAWINGS AND INDICATE THE DETAILS AND ASSESS THE NECESSITY FOR THE PROVISIONS TO BE SHOWN.
- 3. VERIFY THE PROVISIONS OF THE PROVISIONS ON THE DRAWINGS AND INDICATE THE DETAILS AND ASSESS THE NECESSITY FOR THE PROVISIONS TO BE SHOWN.
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- 20. VERIFY THE PROVISIONS OF THE PROVISIONS ON THE DRAWINGS AND INDICATE THE DETAILS AND ASSESS THE NECESSITY FOR THE PROVISIONS TO BE SHOWN.

**GENERAL NOTES:**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
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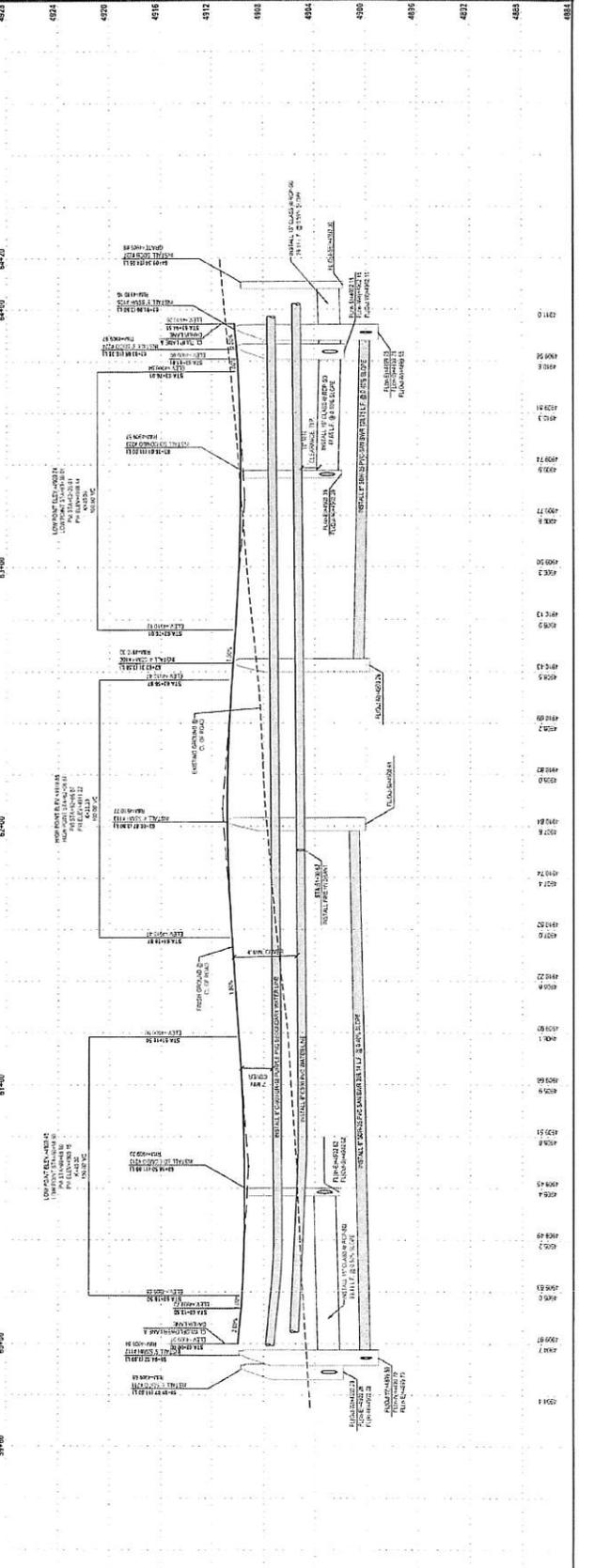
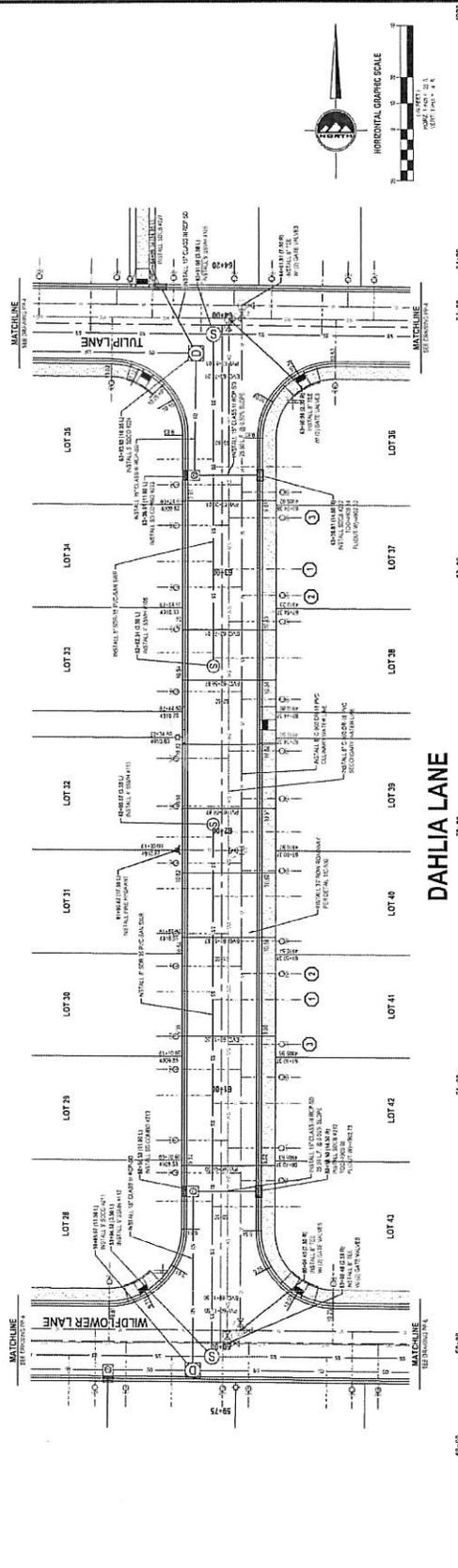
**BRICKMARK**  
 1000 WEST 1000 SOUTH  
 SALT LAKE CITY, UT 84119  
 (801) 466-1111

**WILDFLOWER LANE**  
 SEE DRAWING P. 4

**TULPIANE**  
 SEE DRAWING P. 4

**DAHLIA LANE**  
 SEE DRAWING P. 4

**WILLOW LANE**  
 SEE DRAWING P. 4



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**SALT LAKE CITY**  
 55 W. 100 S. SUITE 100  
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**TOOELE**  
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**CEDAR CITY**  
 PHONE 435.851.1453

**RICHFIELD**  
 PHONE 435.762.2753

**WWW.ENSIGNENGINEERING.COM**

CEGAR HILLS ENGINEERING, LLC  
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 CEDAR HILLS, UT 84202  
 PHONE 435.851.1453

**CEDAR CANYON**  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH



2018-09-29 FOR CONST. SET

**PLAN AND PROFILE**

**PP-9**



- SCORE OF WORK**
1. VERIFY NUMBER OF AND SPACING OF REINFORCING BARS BEFORE PLACING CONCRETE. VERIFY ALL REINFORCING BARS ARE PLACED AS SHOWN ON DRAWINGS.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AND THE UTAH CONSTRUCTION CODE.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE UTAH CONSTRUCTION CODE AND THE UTAH CONSTRUCTION CODE.
  4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE UTAH CONSTRUCTION CODE AND THE UTAH CONSTRUCTION CODE.
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- GENERAL NOTES**
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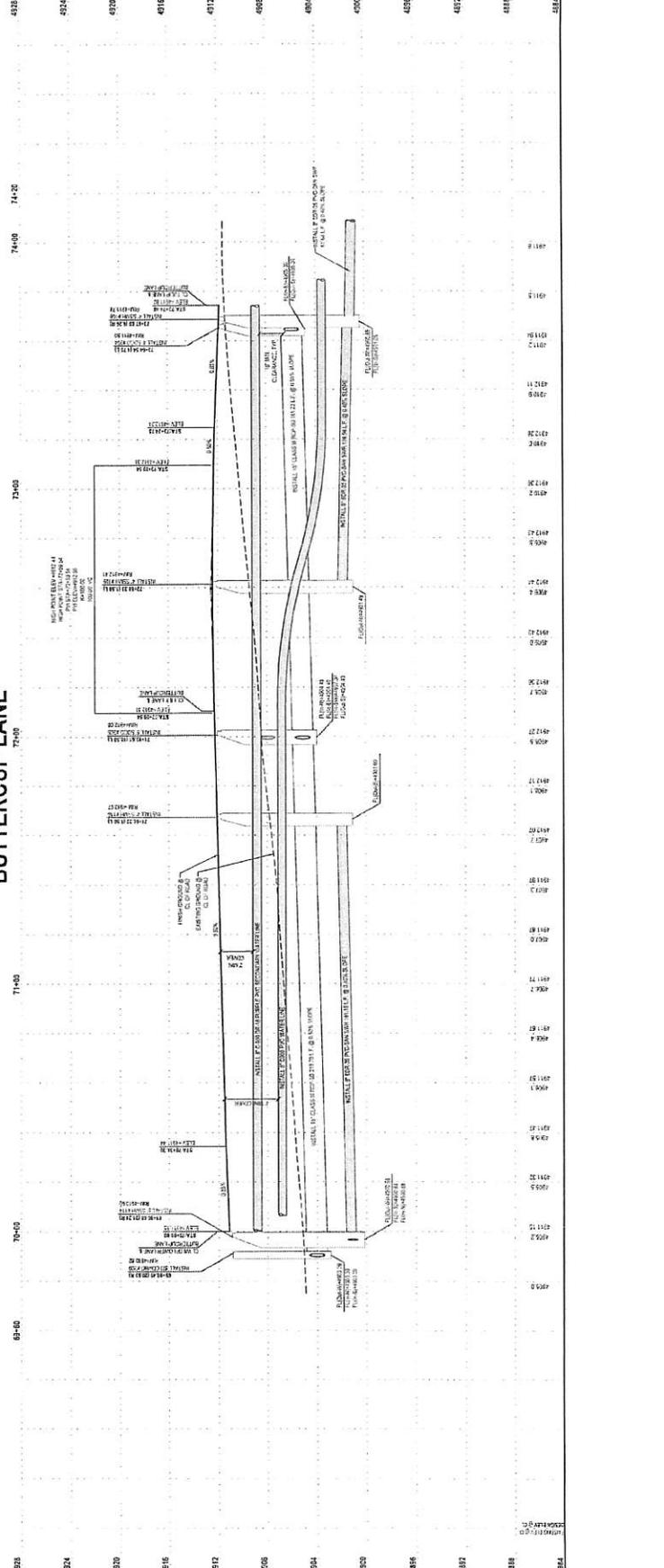
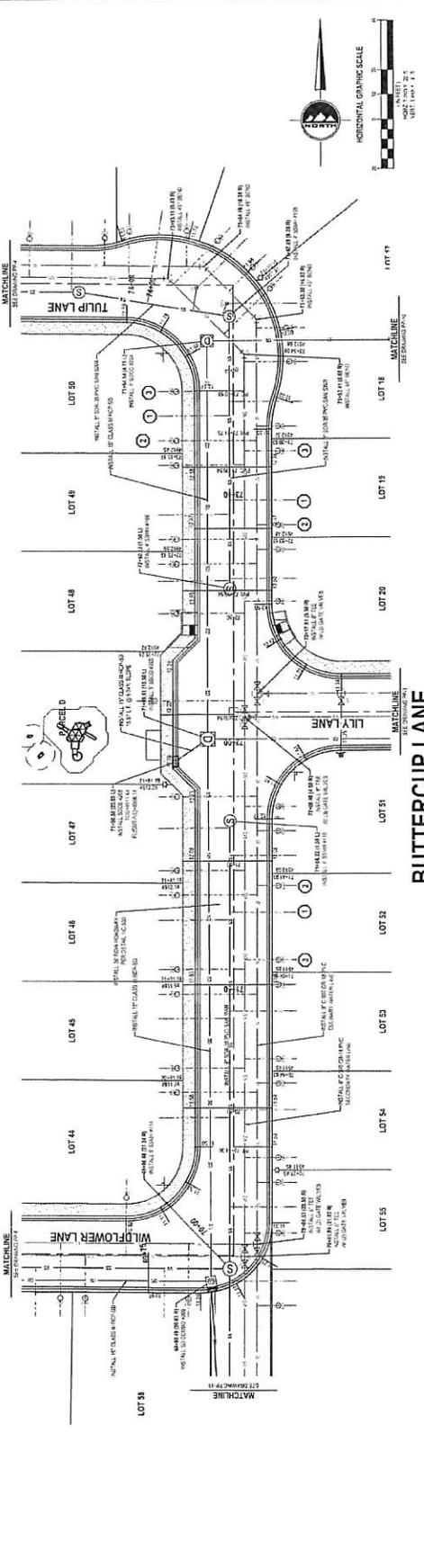
- GENERAL NOTES**
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  10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AND THE UTAH CONSTRUCTION CODE.

**BENCHMARK**

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 SALT LAKE CITY, UT 84143  
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**CALL SERVICES**

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 801.547.1100  
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 435.851.1453  
 435.762.2753



4550 4560 4570 4580 4590 4600 4610 4620 4630 4640 4650 4660 4670 4680 4690 4700 4710 4720 4730 4740 4750 4760 4770 4780 4790 4800 4810 4820 4830 4840 4850 4860 4870 4880 4890 4900 4910 4920 4930 4940 4950 4960 4970 4980 4990 5000



**SALT LAKE CITY**  
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**LAYTON**  
 PHONE: 801.255.1105

**TORRELE**  
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**CEDAR CITY**  
 PHONE: 435.865.1452

**RICHFIELD**  
 PHONE: 435.964.2920

**WWW.ENSIGNMG.COM**  
 2000 W. 1000 S., Suite 500  
 PHOENIX, UT 84115  
 PHONE: 801.255.0821

**CEDAR CANYON**  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH



2018-2025 FOR CONST. SET

PLAN AND PROFILE

DATE	NO. 1	DESCRIPTION
11/15/2018	1	ISSUED FOR PERMITS
11/15/2018	2	ISSUED FOR PERMITS
11/15/2018	3	ISSUED FOR PERMITS
11/15/2018	4	ISSUED FOR PERMITS
11/15/2018	5	ISSUED FOR PERMITS
11/15/2018	6	ISSUED FOR PERMITS
11/15/2018	7	ISSUED FOR PERMITS
11/15/2018	8	ISSUED FOR PERMITS
11/15/2018	9	ISSUED FOR PERMITS
11/15/2018	10	ISSUED FOR PERMITS

**PP-10**

**SCOPE OF WORK**

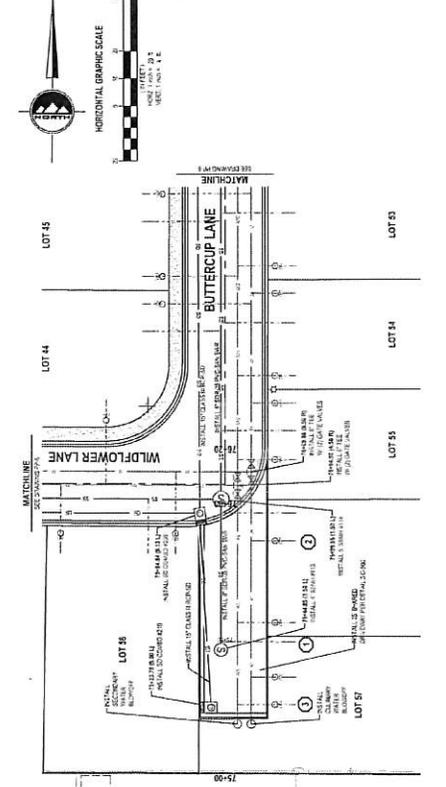
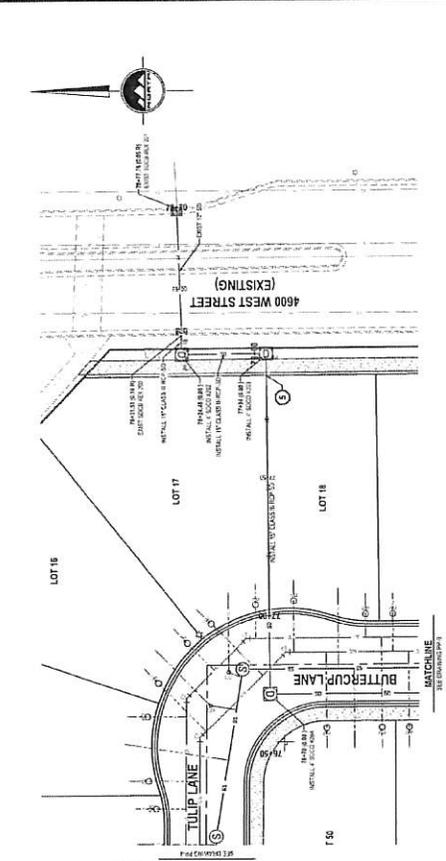
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3. DESIGN AND CONSTRUCTION OF OFFSITE STORM DRAIN AND SHARED DRIVEWAY.
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**GENERAL NOTES**

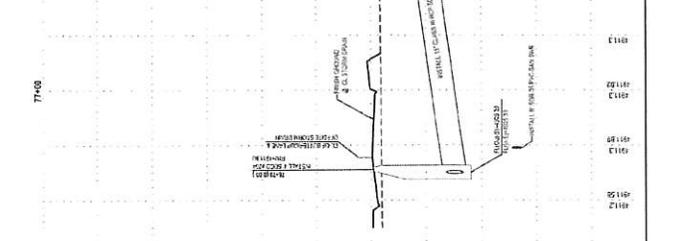
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**BENCHMARK**

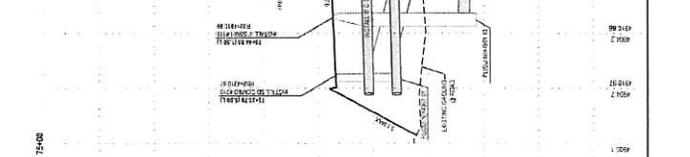
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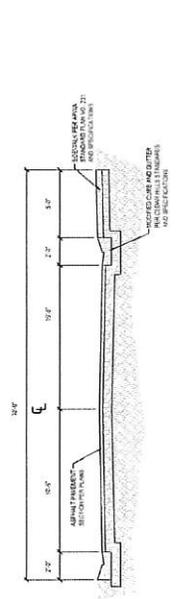


**OFFSITE STORM DRAIN**

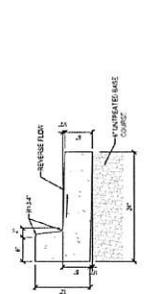


**SHARED DRIVEWAY**





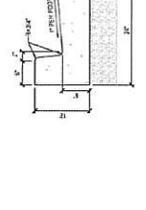
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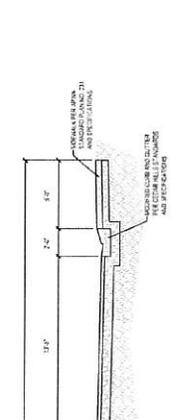
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SCALE: 1/8"=1'-0"



38 RIGHT OF WAY CROSS SECTION  
SCALE: 1/8"=1'-0"



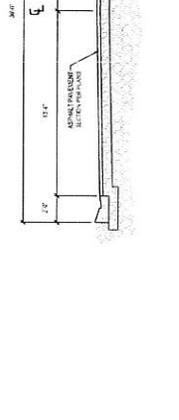
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SCALE: 1/8"=1'-0"



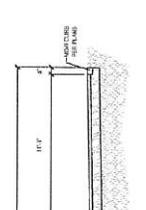
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41 RIGHT OF WAY CROSS SECTION  
SCALE: 1/8"=1'-0"



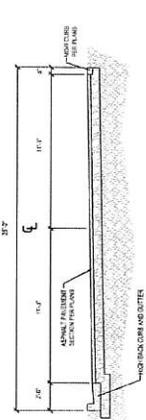
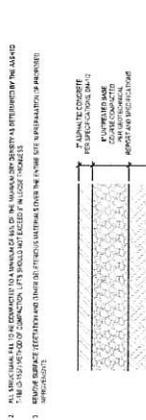
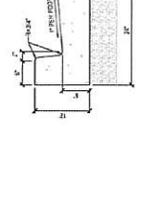
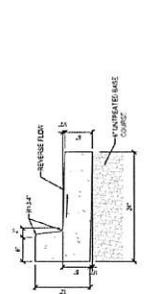
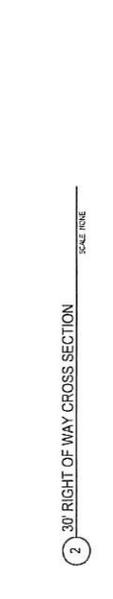
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44 RIGHT OF WAY CROSS SECTION  
SCALE: 1/8"=1'-0"



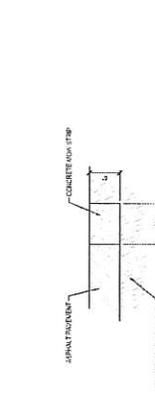
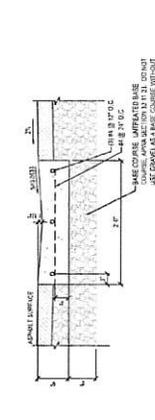
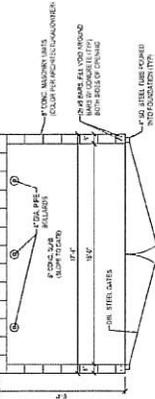
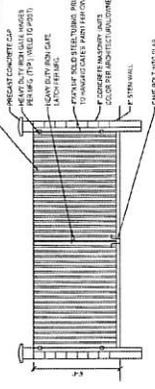
NOTE:  
1. CONSULT THE NOTES AND SPECIFICATIONS ASSOCIATED WITH THIS STANDARD PLAN SET.

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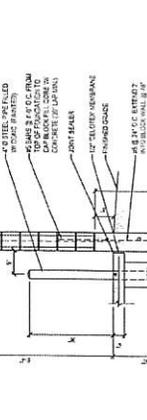
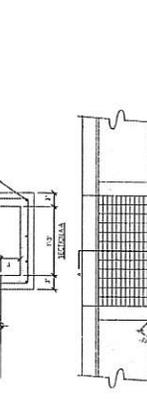
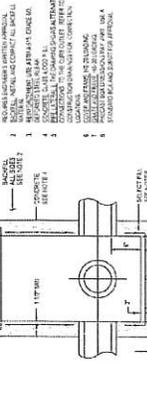
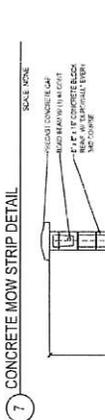
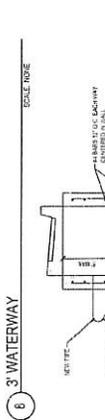
NOTE:  
1. CONSULT THE NOTES AND SPECIFICATIONS ASSOCIATED WITH THIS STANDARD PLAN SET.

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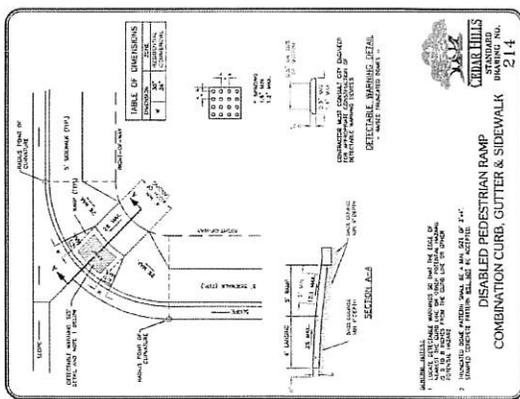
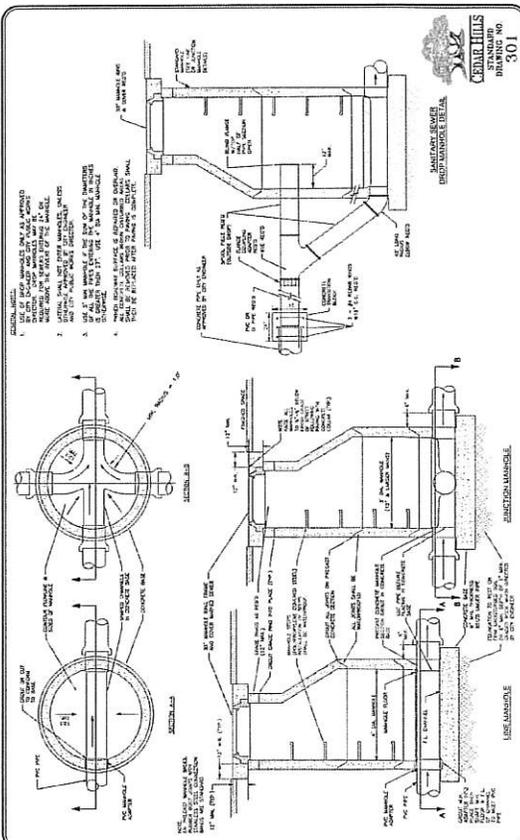
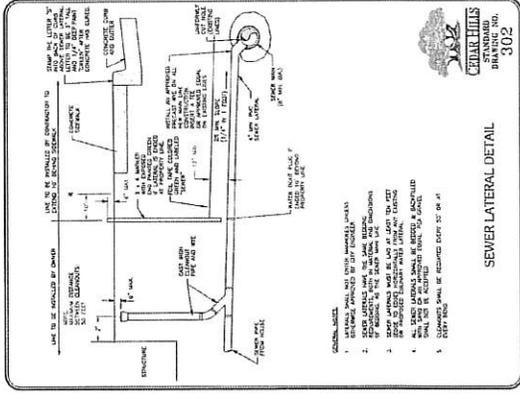
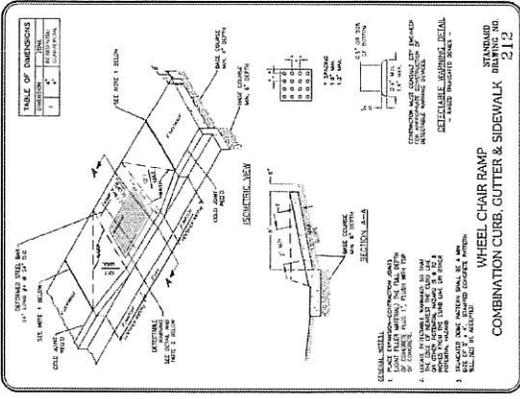
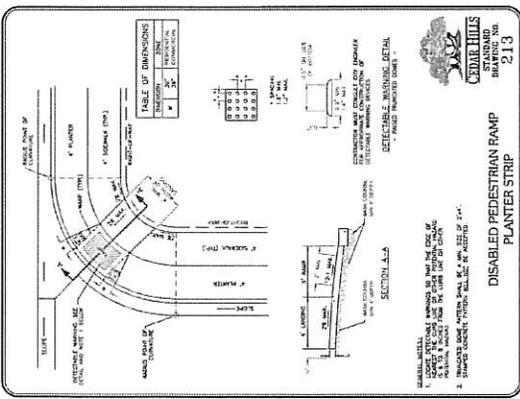
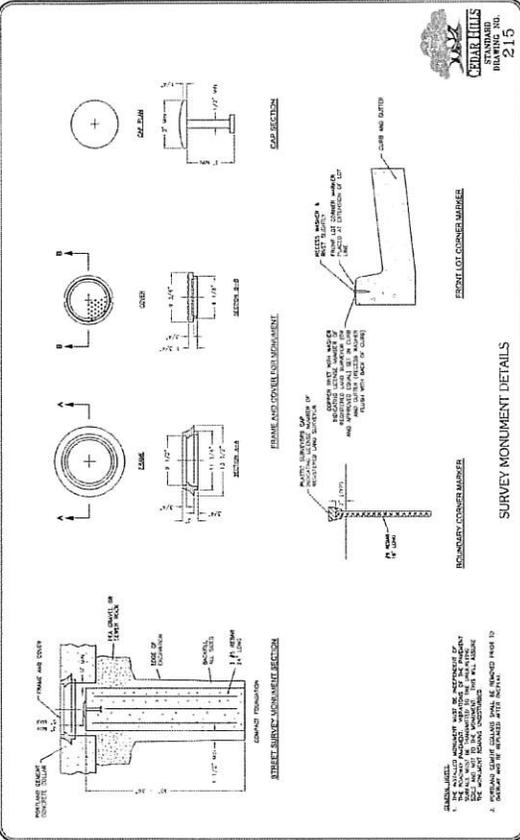
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**THE STANDARD IN ENGINEERING**

SALT LAKE CITY  
510 WEST 100 SOUTH  
UTAH 84111  
Phone: 801.252.5259

LAYTON  
Phone: 801.541.1100

TOOELE  
Phone: 435.541.3550

CEGAR CITY  
Phone: 435.865.1151

RICHFIELD  
Phone: 435.872.2763

WWW.ENSIGNING.COM

PO BOX 455880 SLC, UT  
80 SOUTH WASHINGTON STE. 102  
CANYON BLVD. SUITE 200  
PHONE: 801.252.5252

**CEGAR CANYON**

4600 WEST CEDAR HILLS DRIVE  
CEDAR HILLS, UTAH



2018-06-28 FOR CONIST. SET

**DETAILS**

DATE: 06/28/18  
BY: DJ  
CHECKED BY: JF  
SCALE: AS SHOWN

**C-503**

**CEGAR HILLS**  
STANDARD  
DRAWING NO. 404

**THRUST BLOCK DETAILS**

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

12	1	0.11
12	2	0.22
12	3	0.33
12	4	0.44
12	5	0.55
12	6	0.66
12	7	0.77
12	8	0.88
12	9	0.99
12	10	1.10
12	11	1.21
12	12	1.32
12	13	1.43
12	14	1.54
12	15	1.65
12	16	1.76
12	17	1.87
12	18	1.98
12	19	2.09
12	20	2.20
12	21	2.31
12	22	2.42
12	23	2.53
12	24	2.64
12	25	2.75
12	26	2.86
12	27	2.97
12	28	3.08
12	29	3.19
12	30	3.30
12	31	3.41
12	32	3.52
12	33	3.63
12	34	3.74
12	35	3.85
12	36	3.96
12	37	4.07
12	38	4.18
12	39	4.29
12	40	4.40
12	41	4.51
12	42	4.62
12	43	4.73
12	44	4.84
12	45	4.95
12	46	5.06
12	47	5.17
12	48	5.28
12	49	5.39
12	50	5.50

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

18	1	0.27
18	2	0.54
18	3	0.81
18	4	1.08
18	5	1.35
18	6	1.62
18	7	1.89
18	8	2.16
18	9	2.43
18	10	2.70
18	11	2.97
18	12	3.24
18	13	3.51
18	14	3.78
18	15	4.05
18	16	4.32
18	17	4.59
18	18	4.86
18	19	5.13
18	20	5.40
18	21	5.67
18	22	5.94
18	23	6.21
18	24	6.48
18	25	6.75
18	26	7.02
18	27	7.29
18	28	7.56
18	29	7.83
18	30	8.10
18	31	8.37
18	32	8.64
18	33	8.91
18	34	9.18
18	35	9.45
18	36	9.72
18	37	9.99
18	38	10.26
18	39	10.53
18	40	10.80
18	41	11.07
18	42	11.34
18	43	11.61
18	44	11.88
18	45	12.15
18	46	12.42
18	47	12.69
18	48	12.96
18	49	13.23
18	50	13.50

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

24	1	0.54
24	2	1.08
24	3	1.62
24	4	2.16
24	5	2.70
24	6	3.24
24	7	3.78
24	8	4.32
24	9	4.86
24	10	5.40
24	11	5.94
24	12	6.48
24	13	7.02
24	14	7.56
24	15	8.10
24	16	8.64
24	17	9.18
24	18	9.72
24	19	10.26
24	20	10.80
24	21	11.34
24	22	11.88
24	23	12.42
24	24	12.96
24	25	13.50
24	26	14.04
24	27	14.58
24	28	15.12
24	29	15.66
24	30	16.20
24	31	16.74
24	32	17.28
24	33	17.82
24	34	18.36
24	35	18.90
24	36	19.44
24	37	19.98
24	38	20.52
24	39	21.06
24	40	21.60
24	41	22.14
24	42	22.68
24	43	23.22
24	44	23.76
24	45	24.30
24	46	24.84
24	47	25.38
24	48	25.92
24	49	26.46
24	50	27.00

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

30	1	0.90
30	2	1.80
30	3	2.70
30	4	3.60
30	5	4.50
30	6	5.40
30	7	6.30
30	8	7.20
30	9	8.10
30	10	9.00
30	11	9.90
30	12	10.80
30	13	11.70
30	14	12.60
30	15	13.50
30	16	14.40
30	17	15.30
30	18	16.20
30	19	17.10
30	20	18.00
30	21	18.90
30	22	19.80
30	23	20.70
30	24	21.60
30	25	22.50
30	26	23.40
30	27	24.30
30	28	25.20
30	29	26.10
30	30	27.00
30	31	27.90
30	32	28.80
30	33	29.70
30	34	30.60
30	35	31.50
30	36	32.40
30	37	33.30
30	38	34.20
30	39	35.10
30	40	36.00
30	41	36.90
30	42	37.80
30	43	38.70
30	44	39.60
30	45	40.50
30	46	41.40
30	47	42.30
30	48	43.20
30	49	44.10
30	50	45.00

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

36	1	1.36
36	2	2.72
36	3	4.08
36	4	5.44
36	5	6.80
36	6	8.16
36	7	9.52
36	8	10.88
36	9	12.24
36	10	13.60
36	11	14.96
36	12	16.32
36	13	17.68
36	14	19.04
36	15	20.40
36	16	21.76
36	17	23.12
36	18	24.48
36	19	25.84
36	20	27.20
36	21	28.56
36	22	29.92
36	23	31.28
36	24	32.64
36	25	34.00
36	26	35.36
36	27	36.72
36	28	38.08
36	29	39.44
36	30	40.80
36	31	42.16
36	32	43.52
36	33	44.88
36	34	46.24
36	35	47.60
36	36	48.96
36	37	50.32
36	38	51.68
36	39	53.04
36	40	54.40
36	41	55.76
36	42	57.12
36	43	58.48
36	44	59.84
36	45	61.20
36	46	62.56
36	47	63.92
36	48	65.28
36	49	66.64
36	50	68.00

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

42	1	1.98
42	2	3.96
42	3	5.94
42	4	7.92
42	5	9.90
42	6	11.88
42	7	13.86
42	8	15.84
42	9	17.82
42	10	19.80
42	11	21.78
42	12	23.76
42	13	25.74
42	14	27.72
42	15	29.70
42	16	31.68
42	17	33.66
42	18	35.64
42	19	37.62
42	20	39.60
42	21	41.58
42	22	43.56
42	23	45.54
42	24	47.52
42	25	49.50
42	26	51.48
42	27	53.46
42	28	55.44
42	29	57.42
42	30	59.40
42	31	61.38
42	32	63.36
42	33	65.34
42	34	67.32
42	35	69.30
42	36	71.28
42	37	73.26
42	38	75.24
42	39	77.22
42	40	79.20
42	41	81.18
42	42	83.16
42	43	85.14
42	44	87.12
42	45	89.10
42	46	91.08
42	47	93.06
42	48	95.04
42	49	97.02
42	50	99.00

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

48	1	2.88
48	2	5.76
48	3	8.64
48	4	11.52
48	5	14.40
48	6	17.28
48	7	20.16
48	8	23.04
48	9	25.92
48	10	28.80
48	11	31.68
48	12	34.56
48	13	37.44
48	14	40.32
48	15	43.20
48	16	46.08
48	17	48.96
48	18	51.84
48	19	54.72
48	20	57.60
48	21	60.48
48	22	63.36
48	23	66.24
48	24	69.12
48	25	72.00
48	26	74.88
48	27	77.76
48	28	80.64
48	29	83.52
48	30	86.40
48	31	89.28
48	32	92.16
48	33	95.04
48	34	97.92
48	35	100.80
48	36	103.68
48	37	106.56
48	38	109.44
48	39	112.32
48	40	115.20
48	41	118.08
48	42	120.96
48	43	123.84
48	44	126.72
48	45	129.60
48	46	132.48
48	47	135.36
48	48	138.24
48	49	141.12
48	50	144.00

TABLE OF VOLUMES OF CONCRETE (CU FT.)  
Diameter of Thrust Block (inches) | Length of Thrust Block (feet) | Volume of Concrete (cu ft.)

54	1	3.96
54	2	7.92
54	3	11.88
54	4	15.84
54	5	19.80
54	6	23.76
54	7	27.72
54	8	31.68
54	9	35.64
54	10	39.60
54	11	43.56
54	12	47.52
54	13	51.48
54	14	55.44
54	15	59.40
54	16	63.36
54	17	67.32
54	18	71.28
54	19	75.24
54	20	79.20
54	21	83.16
54	22	87.12
54	23	91.08
54	24	95.04
54	25	99.00
54	26	102.96
54	27	106.92
54	28	110.88
54	29	114.84
54	30	118.80
54	31	122.76
54	32	126.72
54	33	130.68
54	34	134.64
54	35	138.60
54	36	142.56
54	37	146.52
54	38	150.48
54	39	154.44
54	40	158.40
54	41	162.36
54	42	



**blu** inc. **design**  
 1000 S. 1000 E. SUITE 100  
 SALT LAKE CITY, UT 84143  
 TEL: 801.487.1000  
 WWW.BLUDESIGN.COM

OWNER: CEDAR HILLS DEVELOPMENT  
 4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UT 84103

CONTRACT:

# CEDAR CANYON

4600 WEST CEDAR HILLS DRIVE  
 CEDAR HILLS, UTAH

NO.	DESCRIPTION
1	PLANTING
2	ENLARGEMENT

NO.	DESCRIPTION
1	PLANTING
2	ENLARGEMENT

## LANDSCAPE PLAN

**L-100**

### PLANT SCHEDULE

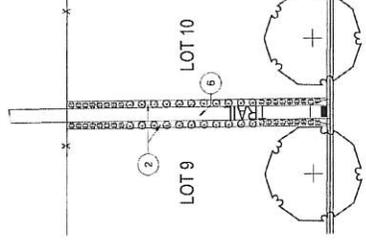
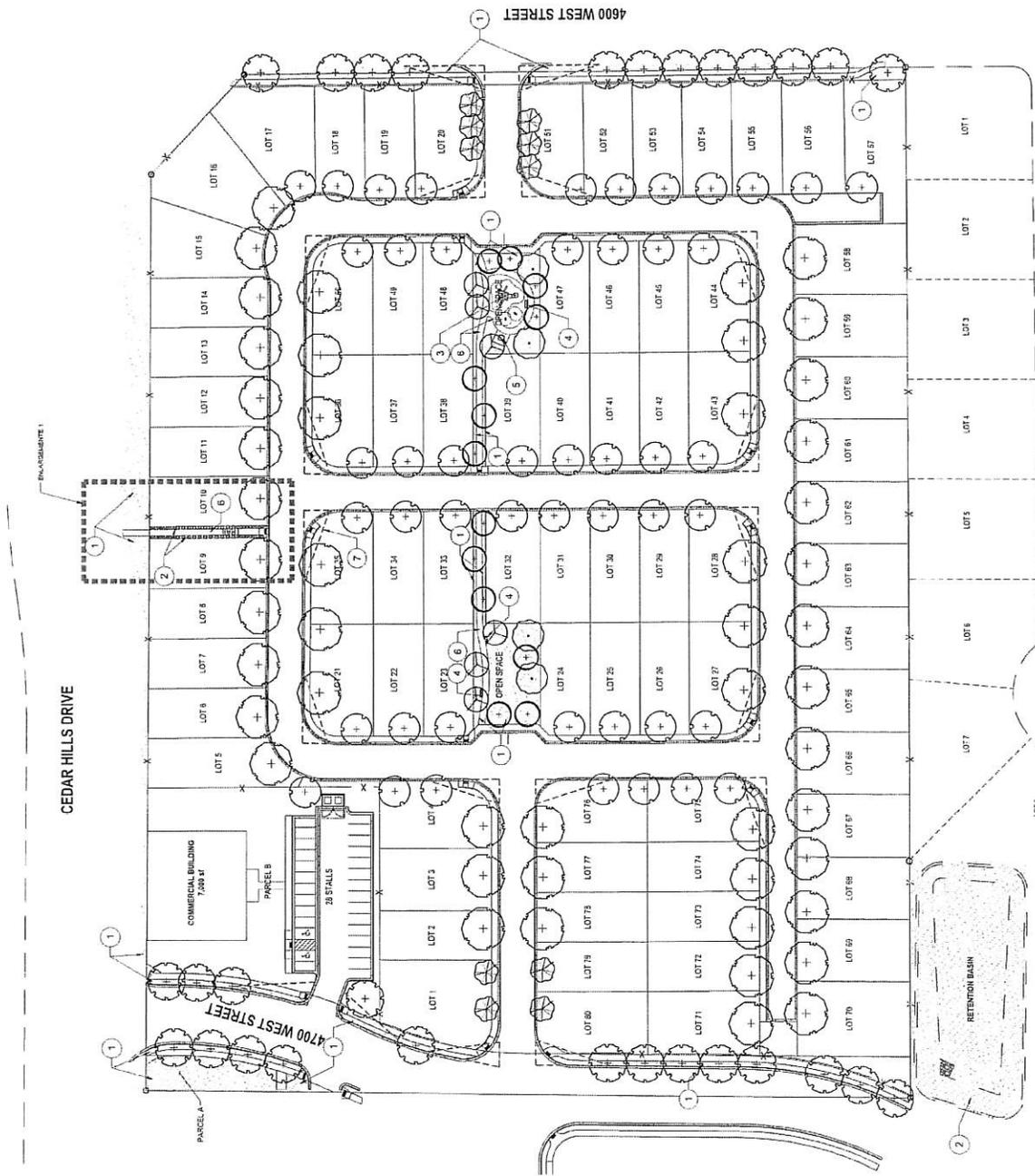
SYMBOL	DESCRIPTION
1	WILD GRASS
2	ROCK MULCH
3	PLAYGROUND
4	BENCH
5	4' X 4' TABLE
6	CONCRETE SIDEWALK
7	SOFT TRIANGLES PER CIVIL DRAWINGS SHEET C-100.179

NOTES:  
 1. TREES FOR THIS PROJECT SHALL BE PLANTED AS SHOWN ON CIVIL DRAWINGS C-100 TO BE PLANTED AND TRAINED TO THAT NO BRANCHES WITHIN 5' OF FINISHED GRADE (FFP).  
 2. CONTRACTOR TO INSURE THAT TREES ARE NOT LINED UP IN STRAIGHT LINES.

### REFERENCE NOTES

SYMBOL	DESCRIPTION
1	WILD GRASS
2	ROCK MULCH
3	PLAYGROUND
4	BENCH
5	4' X 4' TABLE
6	CONCRETE SIDEWALK
7	SOFT TRIANGLES PER CIVIL DRAWINGS SHEET C-100.179

TREES	SYMBOL	DESCRIPTION
+	1	RETAINICAL WALK / COMMON NAME
+	2	ACER PLATANOIDES / ENERALD QUEEN / AMERALD QUEEN APPLE
+	3	ACER TRUNCICATA / PACIFIC SUNSET / TM / PACIFIC SUNSET MAPLE
+	4	CORYLUS CORNIBUS / ASTORIN REDWOOD
+	5	FRAXINUS PENSYLVANICA / PACIFIC ASH
+	6	KOENIGSTERIA PANICULATA / GOLDEN RAIN TREE
+	7	MALUS X PAULBRIE / PAULBRIE CHINA APPLE
+	8	PLATANUS ACERIFOLIA / DECLAMATION / TM / DECLAMATION LONDON PLANE TREE
+	9	RETAINICAL WALK / COMMON NAME
+	10	HEMIBODICALIS X STELLA DE ORIO / STELLA DE ORIO DWARF
+	11	RETAINICAL WALK / COMMON NAME
+	12	CALLANCHOIDE X ACUTIFLORA / WALK FORTIFER / FEATHER BED GRASS



ENLARGEMENT 1  
 SCALE 1/2"=1'-0"



North Arrow



# CITY OF CEDAR HILLS

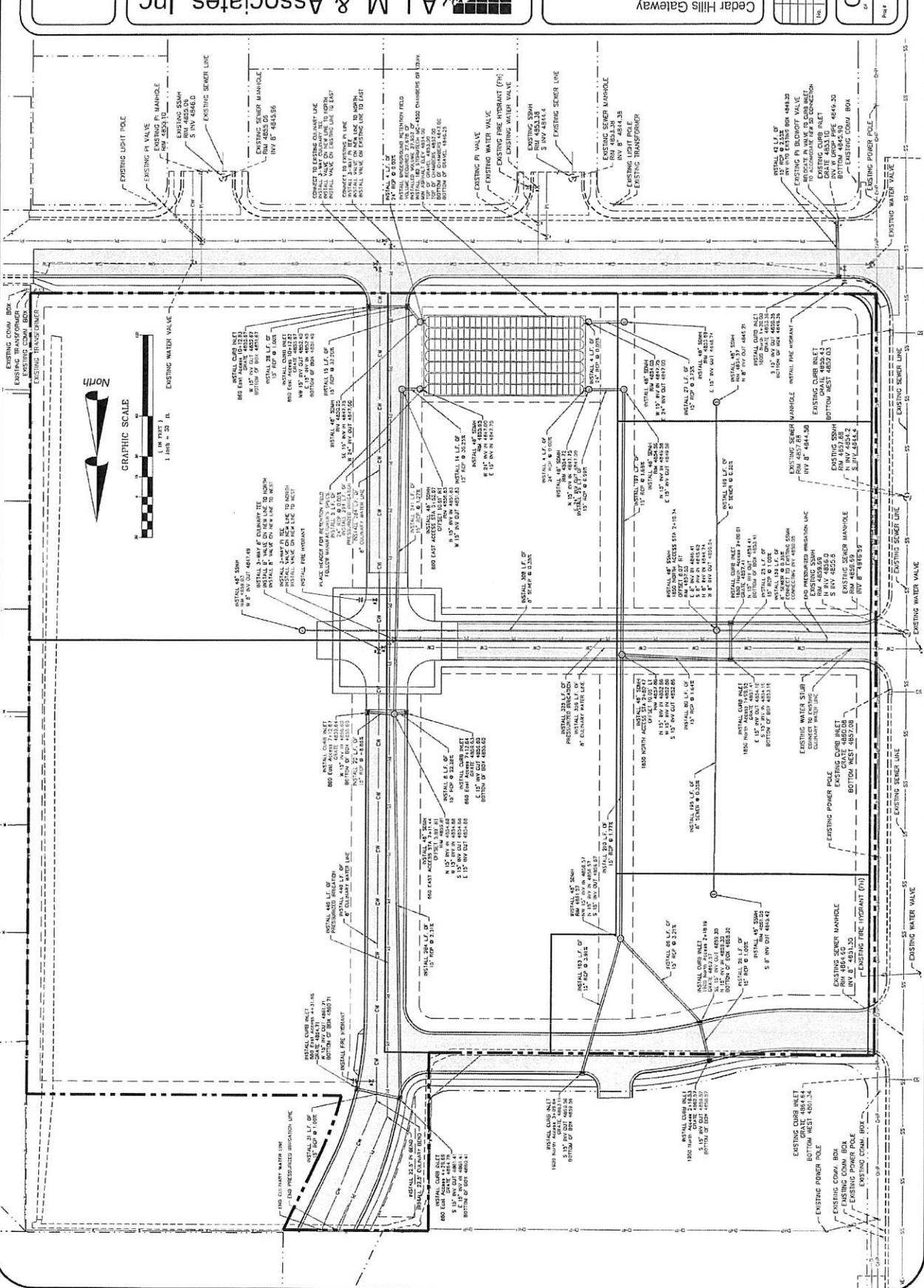
<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	7/17/2018

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on a Preliminary Approval for the Cedar Hills Gateway Commercial Subdivision
<b>APPLICANT PRESENTATION:</b>	Mark Greenwood, Project Engineer
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager
<b>BACKGROUND AND FINDINGS:</b> The proposed development lays down the ground work for future commercial development in the SC-1 zone. The preliminary proposal sections off the property into lots that can then be developed within the guidelines of City Code §10-6A. The subdivision contains eight parcels of varying size that will be developed as commercial properties. The preliminary plans only show the public improvements, not any commercial development. As each commercial development proposal comes to the City, each one will have to go through the process of concept, prelim, and final approvals in order to obtain building permits. This subdivision outlines areas for development and allows the developers to seek tenants for each space. The project is currently being reviewed for engineering issues. Planning Commission made the following recommendations as part of their preliminary approval: -Change access on 9900 N to be full access in, right out -Widen accesses on 4800 W to allow for three lanes of travel -Show street names -Address walkability of project	
<b>PREVIOUS LEGISLATIVE ACTION:</b> Planning Commission gave preliminary approval on July 10, 2018	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> Cedar Canyon Subdivision Plans	
<b>RECOMMENDATION:</b> To approve the plans, subject to the incorporation of engineers redlines.	
<b>MOTION:</b> To approve/not approve the preliminary plans of the Cedar Hills Gateway subdivision, subject to the following conditions, {LIST ALL APPLICABLE CONDITIONS}.	








  
**A.L.M. & Associates, Inc.**
  
 Engineering • Surveying • Development • Planning

2230 North University Parkway, Building 5D, Provo, Utah 84604 ph: (801) 374-8292

**UTILITY PLAN**
  
 Cedar Hills Gateway

No.	Revision	Date	

C2.0

SHEET

Page: 502-7007  
 of

P:\050-19320\DWG\19320\_Plan\Utility Plan.dwg 11 Jun 2018 8:50:39 AM

SCALE

A.L.M. & Associates, Inc.  
Engineering · Surveying · Development · Planning  
2230 North University Parkway, Building 60, Provo, Utah 84604 pht: (801) 374-6262



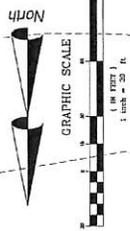
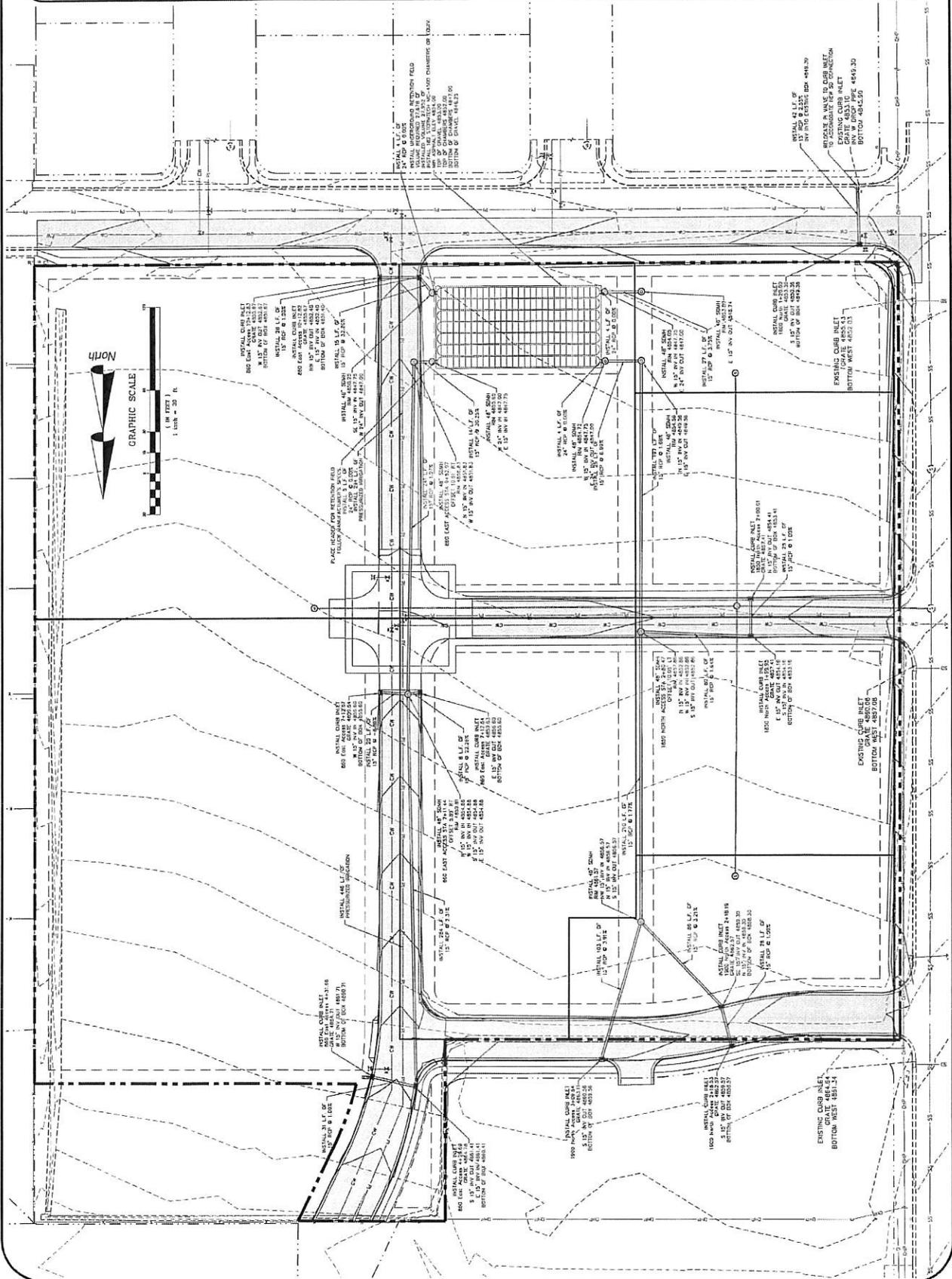
Cedar Hills Gateway  
Openshaw Properties

No.	Revision	Date

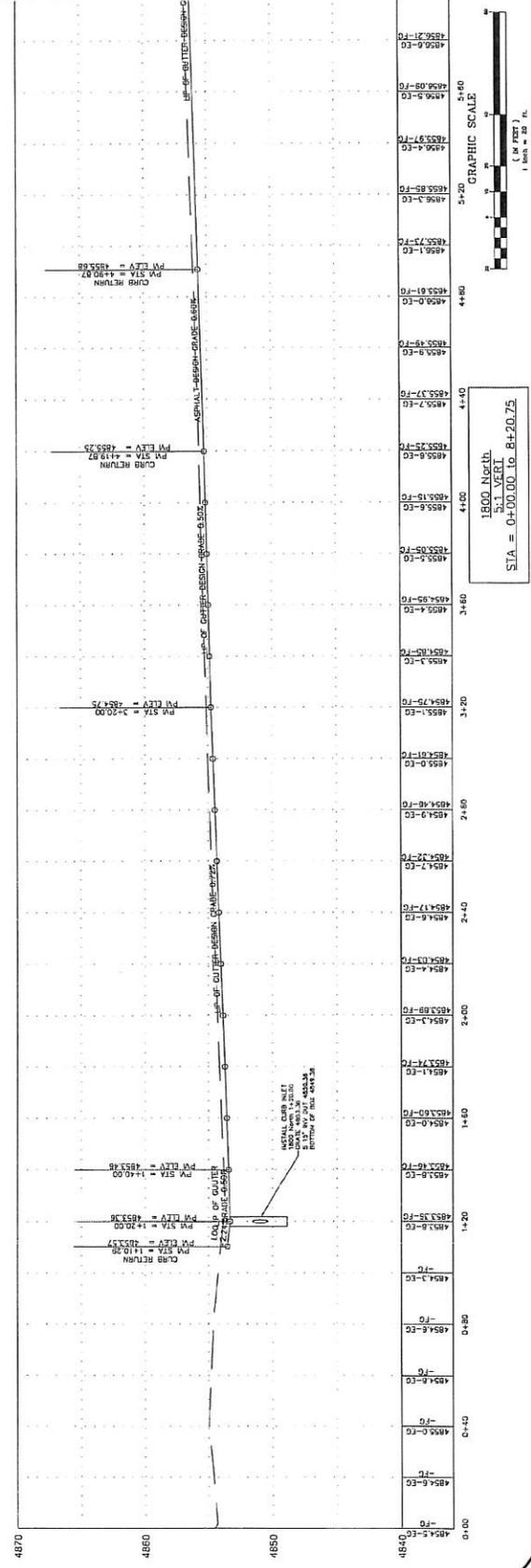
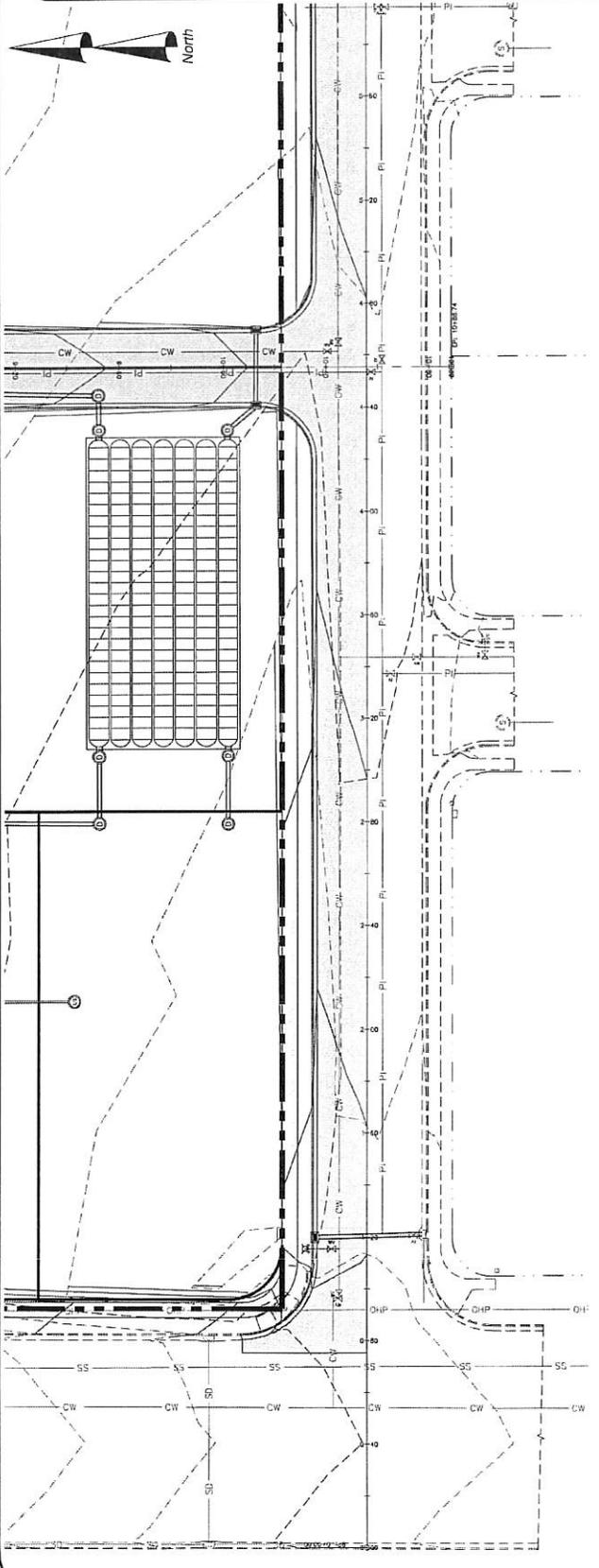
C3.0  
SHEET NO.

Plan # 201-11017

15459-0022(02)0307 Preliminary Plan and Permit Draw 11 April 2016 5:00pm



15459-0022(02)0307 Preliminary Plan and Permit Draw 11 April 2016 5:00pm



1800 North  
S-1 V-CURVE  
SIA = 0+00.00 to B+20.75

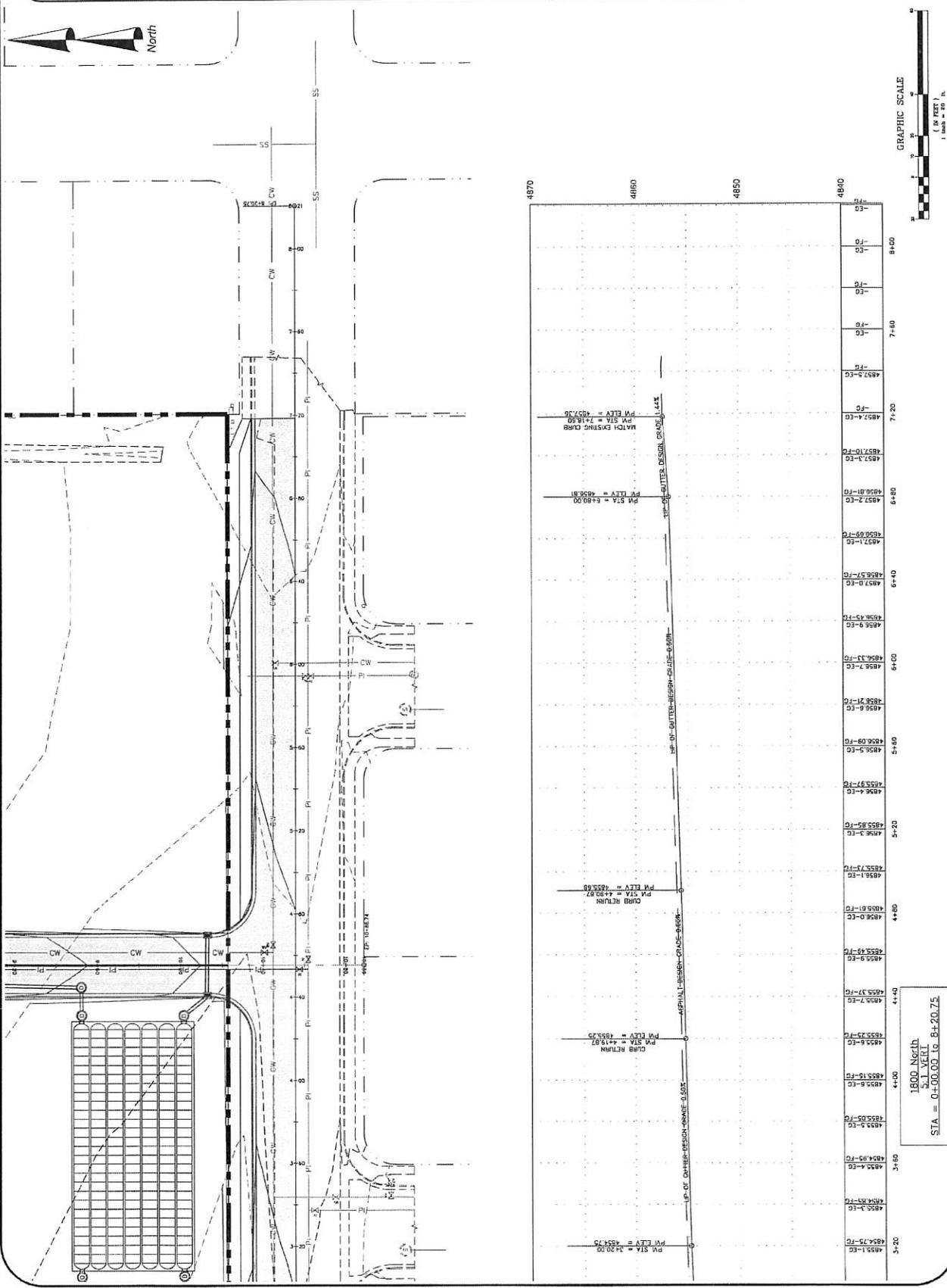


**A.L.M. & Associates, Inc.**  
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2230 North University Parkway, Building 6D, Provo, Utah 84604 (801) 374-6282

Cedar Hills Gateway  
Openshaw Properties  
PLAN & PROFILE - 1800 N (0+00-4+00)

C40  
No. Revision Date



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 2230 North University Parkway, Building 50, Provo, Utah 84604 ph: 801.374-6282

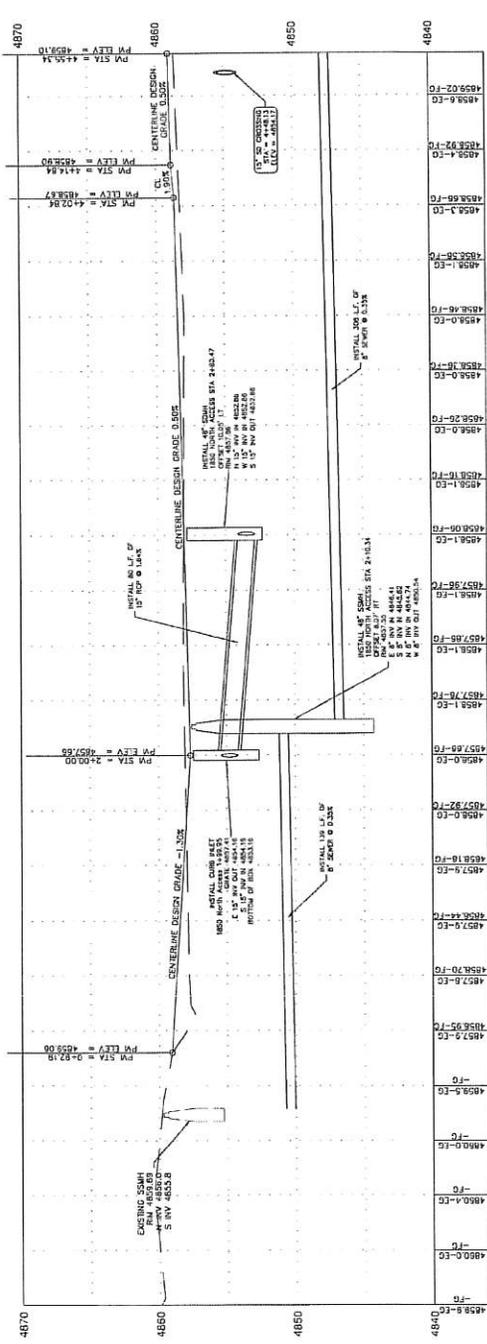
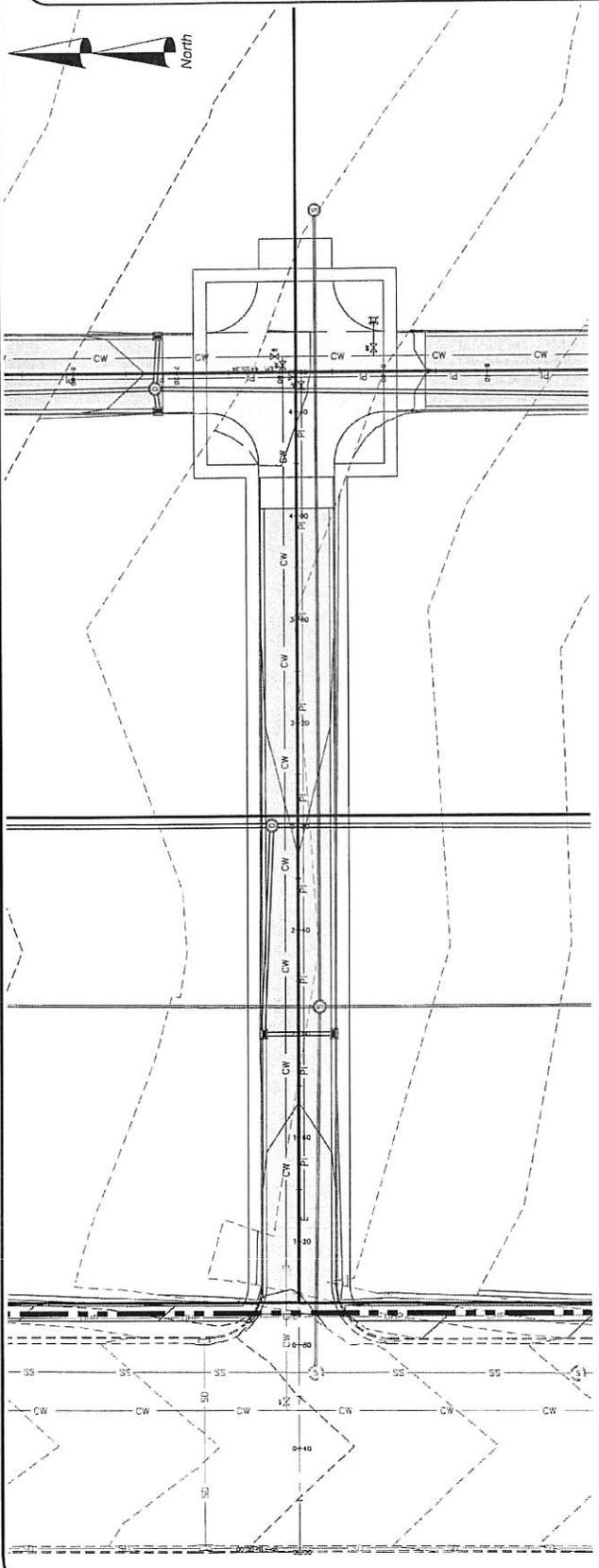
Cedar Hills Gateway  
 Openshaw Properties  
 PLAN & PROFILE - 1800 N (4+00 - 8+00)

DATE	DESCRIPTION

C4.1  
 SHEET NO. 107

GRAPHIC SCALE  
 1" = 40' (HORIZONTAL)  
 1" = 10' (VERTICAL)

1800 North  
 S+1 VEILL  
 STA = 0+00.00 to 8+20.75



1850 North Access  
5.11 VERT  
STA = 0+400.00 TO 4+55.34



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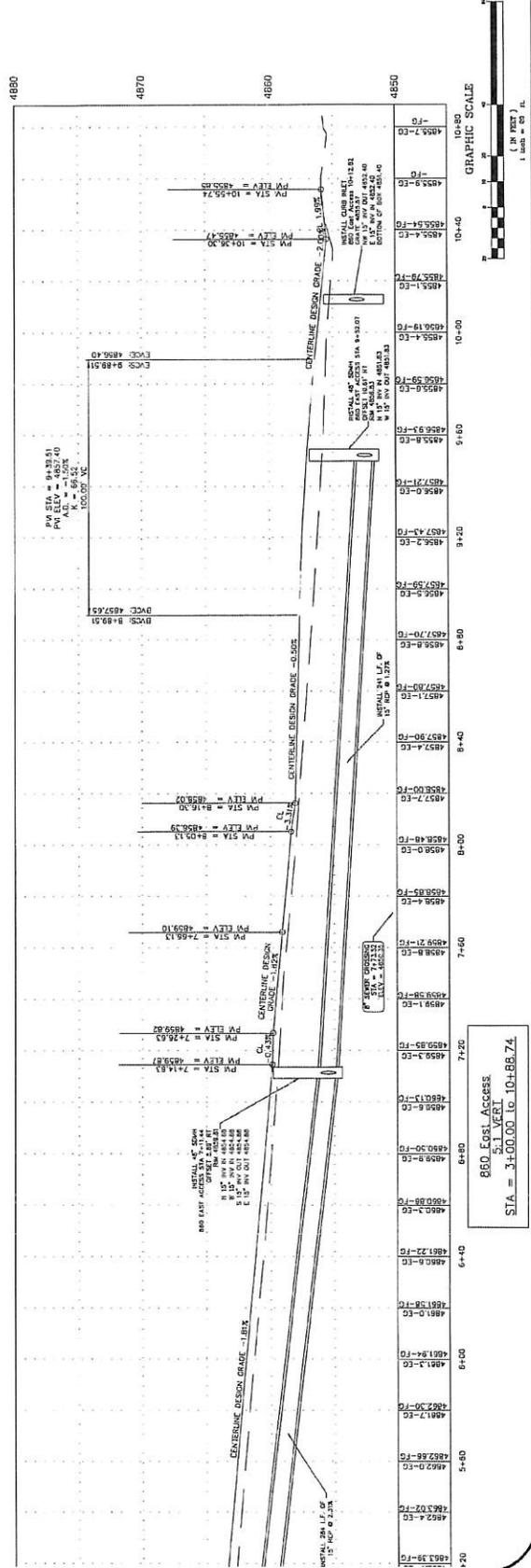
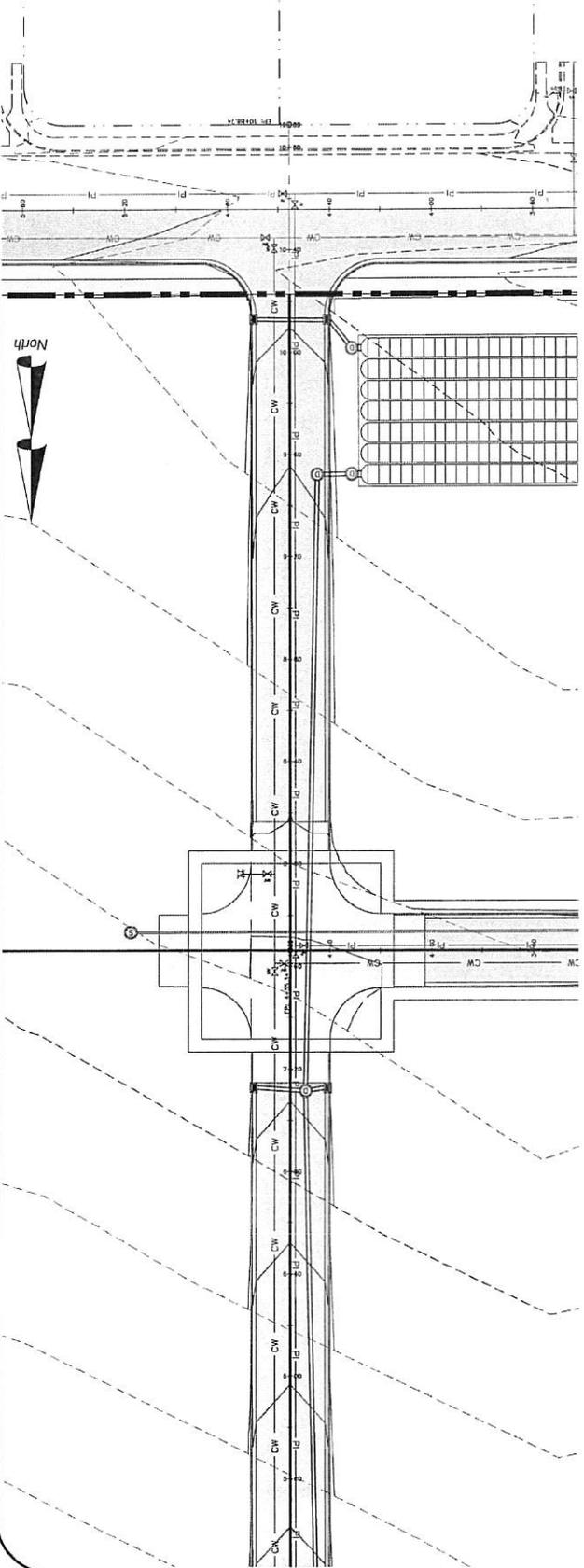
Cedar Hills Gateway  
Openshaw Properties  
PLAN & PROFILE - 1850 N (0+00-4+60)

No.	Revision	Date

C4.2  
No. 501-1037







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**A.L.M. & Associates, Inc.**

Cedar Hills Gateway  
 Openshaw Properties  
 PLAN & PROFILE - 860 E (8+4-10+90)

**C4.5**  
 No. Revision Date  
 Prof. 5/9/10/07

860 East Access  
 STA = 3+100.00 TO 10+88.74

GRAPHIC SCALE  
 1" = 20' VERT  
 1" = 100' HORZ

NORTH

1:559 1537 2106 3137 7-Archway Plan and Profile 11 Apr 2010 5:56pm



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	7/17/2018

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Recommendation on Amendments to Cedar Hill City Code §10-2-1 Relating to Definitions and §10-5-32, Related to Accessory Apartments.
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager
<b>BACKGROUND AND FINDINGS:</b> Cedar Hills staff has reviewed the current accessory apartment code, City Code §10-5-32, and is recommending a number of changes as it relates to occupancy, sale, permitting, and parking for accessory apartments. Cedar Hills wishes to ease the process for residents who currently have an accessory apartment as well as those who wish to have them. Additionally, as the City seeks to develop a moderate income housing plan, accessory apartments will be key in determining the housing stock available to those whose adjusted gross income meets the requirements of needing moderate income housing. The proposed code is taken from a number of cities in the state that regulate the zoning requirements of an accessory apartment.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> Planning Commission made recommendation on May 22, 2018. City Council recommended changes to ordinance on June 19, 2018.	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> Proposed Ordinance with changes recommended by City Council	
<b>RECOMMENDATION:</b> Review proposed code amendments, make necessary changes	
<b>MOTION:</b> To approve/not approve Ordinance _____, an ordinance amending Title 10 of the City Code of the City of Cedar Hills, adding requirements relating to definitions, conditions, criteria, and conditional uses related to Accessory Apartments, subject to the following modifications {LIST ANY APPLICABLE CHANGES}.	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, ADDING REQUIREMENTS RELATING TO DEFINITIONS, CONDITIONS, CRITERIA, AND CONDITIONAL USES RELATING TO ACCESSORY APARTMENTS.**

WHEREAS, pursuant to Utah Code Annotated § 10-9a-501, the City Council of the City of Cedar Hills (“City Council”) may adopt ordinances to govern the use and development of land within the City; and

WHEREAS, pursuant to Utah Code Annotated § 10-8-84, the City Council may adopt ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City”; and

WHEREAS, the City Council, following receipt of a recommendation from the Planning Commission, has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 10 of the City Code dealing with definitions, conditions and criteria, and conditional uses regarding accessory apartments;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, STATE OF UTAH:**

**PART I  
AMENDMENTS**

**SECTION 1.** Title 10, Chapter 2, Section 1, of the City Code entitled Definitions is hereby amended by adding a definition for Accessory Apartments to read as follows:

**ACCESSORY APARTMENT:** A subordinate dwelling within an owner occupied building, shall have its own eating, sleeping, and sanitation facilities, which is (1) within or attached to a single-family residential building, or (2) within a detached accessory structure associated with a single-family dwelling.

**DWELLING, SINGLE-FAMILY:** A detached residence designed for or occupied by one family, but not including hotels, motels, or bed and breakfast facilities. Single-family dwellings may include accessory apartments, which may be approved as provided elsewhere in this Code.

**SECTION 2.** Title 10, Chapter 5, Section 32, of the City Code entitled Accessory Apartment is hereby amended by adding the following definitions, conditions, criteria, and conditional uses relating to accessory apartments, to read as follows:

## 10-5-32: ACCESSORY APARTMENT:

- A. **Purpose and Intent.** The purpose and intent of the accessory apartment ordinance is to recognize the residential character of Cedar Hills and to provide for supplementary opportunities of property owners. These provisions are intended to provide for affordable housing with reasonable limitations to minimize the impact on neighboring properties and neighborhoods, and to promote the health, safety, and welfare of the property owners and residents of accessory apartments.
- B. Accessory apartments are permitted within the city subject to compliance with the conditions and criteria hereinafter set forth.

### 1. Conditions and criteria;

- a. **Conditional Use Permit.** Accessory Apartments may be permitted as a conditional use, upon approval of the Zoning Administrator and Building Official. Conditional Use Permit is subject to fees paid.
- b. **Time Limit.** An accessory apartment conditional use permit shall be valid for the year in which it is first issued. Thereafter, the conditional use permit shall be automatically renewed for the next succeeding year upon receipt of: 1) registration fees; 2) evidence that the primary dwelling is occupied by the owner; and 3) a determination by the city that all conditions of approval remain in effect.
- c. **Building Permit.** A building permit shall be obtained by the homeowner from the city before the commencement of any new construction of an accessory apartment, and a certificate of occupancy shall be obtained prior to anyone occupying an accessory apartment dwelling unit. All construction and remodeling shall comply with building codes and ordinance requirements in effect at the time of construction or remodeling.
- d. **Appearance.** The outside appearance of a single family home with an accessory apartment shall not be changed from that of a single family home. A maximum of one (1) accessory apartment may be allowed in a single-family home within all single-family residential zones. Accessory apartments shall not be calculated as additional density. No accessory apartment may be allowed in any multi-family dwelling unit, or on any lot or parcel that cannot satisfy the parking requirements.
- e. **Entrances:** An accessory apartment may have a dedicated entrance located on any side or rear of the single family home or at the front of the home if it is below grade and maintains the characteristics of a single family home.
- f. **Address.** The principal dwelling unit and the accessory apartment shall have the same address number, but shall refer to the principal dwelling as unit "A" and the accessory apartment as unit "B", unit then should have an external entrance to the ADU. Address must be located in a visible location on the street frontage side of the home.

- g. Interior access.** When accessory apartment is located within the main dwelling, an interior access shall be maintained.
- h. Size limitations.** The accessory apartment shall contain no less than 300 square feet of living area and shall comply with all size and access specifications of the International Residential and Building Codes. Accessory dwelling units are subject to compliance with current building code at time of approval.
- i. Owner Occupied.** No accessory apartment shall be created or occupied in a single-family home unless; the owner of the property resides in either the primary dwelling unit or the accessory apartment. Or if a property is owned within a trust, documentation concerning the trust and shall be provided to the city. For the purpose of this section, the term “Owner Occupied” shall be defines as full time residency within the home by the bona fide property owner(s) as shown on the Utah County tax assessment rolls.
1. Owner Occupancy shall not be required when; Owner has a family member living at residence in his/her absence, owner has submitted a temporary absence application prior to beginning the temporary absence, and the owner has resided in the residence for at least on (1) year prior to beginning the temporary absence and meets the following criteria:
- (a) The owner has a bona fide, temporary absence of three (3) years or less for activities such as temporary job assignments, sabbaticals, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or
- (b) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility, while a family member lives at residence in his/her absence.
- j. Occupancy.** Accessory apartment may only be rented to one family unit as defined by section 10-2-1 Terms Defined, “Family” for a single family dwelling.
- k. No Separate Utilities.** A single family home with an accessory apartment shall have not more than one (1) meter for each water, gas and electric utility service, and the meter shall be in the name of the owner. The property owner shall be responsible for payment of all utilities.
- l. Parking.** A minimum of two off-street parking spaces shall be provided for Tenant parking, in addition to those already required for a single-family dwelling. More spaces may be required to ensure accommodation for additional vehicles. No parking spaces may be located within a front or side yard, except within an approved driveway. Tandem parking within a driveway is allowed to meet parking requirements. Tenants shall comply with all other parking regulations of 5-2-5 of this title.

- m. Accessory Apartment Registration:** Any person owning an existing accessory apartment that has not previously been permitted by the City, or any person constructing or causing the construction of a residence that has an accessory apartment, or any person remodeling or causing the remodeling of a residence for an accessory apartment, shall register the accessory apartment with the Zoning Administrator. This shall be in addition to a building permit for the work to be performed. In order to meet the requirements of the registration, the applicant shall:
1. Submit a registration fee with a completed registration form including a site plan that shows property lines and dimensions, the location of existing buildings and building entrances, proposed additions, location of parking for tenants, and the dwelling is owner occupied.
  2. Pay building permit fees, if applicable, for the construction of a new dwelling, or the remodeling of an existing dwelling, in accordance with the established fees and charges, and
  3. Make all corrections identified as necessary to comply with building code requirements, as identified by the Building Official or his designee. Include safety items required by code such as; carbon monoxide detectors, working smoke detectors, ground fault circuit interrupter protected outlet on existing wiring, street addressing, functioning and safe electrical and plumbing, hand rails and occupancy separation doors as required by International Residential Code.
- n. Failure to Complete Registration.** If the property owner does not complete the registration as outlined above, the accessory apartment shall not be considered legal or approved. Failure to complete the registration of an existing accessory apartment within two (2) years of the passing of this ordinance may result in a fine of \$500. After fine is assessed, the Building Official or his designee shall determine an appropriate deadline for compliance. An additional fine may be assessed for each deadline that is not met.
- o. Sale of Single Family Dwelling.** Accessory Apartment registration permit shall become null and void upon the sale of the single-family dwelling in which it is located, unless a new permit is applied for and obtained by the purchaser(s) of the single-family dwelling in which said accessory apartment rental is located.
- p. Not intended for sale.** The accessory apartment shall not be sold or detached by deed and shall only be rented.
- q. Exceptions:** The provisions of subsections B1 c, e, I of this section shall not apply to an existing non-conforming rental dwelling unit that existed prior to June 19<sup>th</sup> 2018, and converts the basement into an owner occupied accessory apartment.

## PART II PENALTY AND ADOPTION

**A. CONFLICTING PROVISIONS**

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

**B. PROVISIONS SEVERABLE**

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

**C. AMENDMENT TO BE ADDED TO CITY CODE**

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 10.

**D. PENALTY**

Hereafter these amendments shall be construed as part of the Zoning Ordinance of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

**E. EFFECTIVE DATE**

This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH,  
THIS 19<sup>th</sup> DAY OF JUNE, 2018.**

\_\_\_\_\_  
Jenney Rees, Mayor

ATTEST:

\_\_\_\_\_  
Colleen A. Mulvey, City Recorder