

00224325 Bk 00462 Pg 00756-00759  
WASATCH CO RECORDER-ELIZABETH N PARCELL  
2000 MAY 22 15:37 PM FEE \$153.00 BY MRC  
REQUEST: TAGGART PAUL S & JANE

#### 10-52 MAINTENANCE AGREEMENT

10-52-1 A maintenance agreement shall be submitted for all large-scale developments that shall be substantially as follows:

#### MAINTENANCE AGREEMENT

AGREEMENT among **DEER MOUNTAIN, L.C.** and **HOMES AT KEETLEY STATION HOMEOWNERS ASSOCIATION**, herein referred to as the "Developer" and the "Association", respectively, and **Wasatch County**, herein referred to as the "County".

WHEREAS the Developer owns certain real property in the Unincorporated area of the County, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS the Developer is desirous of establishing on said real property a planned unit development (herein referred to as the "development") in conformity with the ordinances of the County, and also intends to provide for the benefits of subsequent owners certain open spaces, to be owned, maintained and operated by the Association; and

WHEREAS it is necessary and proper in connection with said development that an agreement be entered into among the Developer and the Association and the County for the purpose of guaranteeing the integrity, proper management and upkeep of the development and the furnishing of necessary services to subsequent owners, and for the furnishing of necessary services to subsequent owners, and for the further purpose of assuring that existing taxpayers are not burdened with the expenses of providing new residents with capital improvements and needed or desired services not common to the entire county or provided on a county-wide basis.

NOW, THEREFORE, in consideration of the necessary approvals, consents and authorizations to be given by the County for the purpose of allowing the Developer and Association to establish and operate said development, and for the purpose of complying with the ordinances of the County in such cases made and provided. The Developer and Association covenant and agree with the County, as hereinafter set forth.

Wherever in this agreement the County is referred to, it is understood that the reference is to the appropriate Board, Commission, department or person to whom authority shall have been delegated by law or ordinances or appropriate action of the Board of County Commissioners; and where no such delegation has been or can lawfully be made. The reference is to the Board of County Commissioners.

1. The County shall have no obligation to construct or provide capital improvements or extended services for said development, which are not common to the entire county and which are not provided on a countywide basis. The County shall have the right, however, to enter upon the premises of the development for inspection and for enforcement of all applicable laws, ordinances, covenants, conditions, restrictions, management policies and agreements relating to the development.
2. The Developer agrees to construct and provide at its expense the following improvements for said development:
  - (a) Open spaces and common areas as shown on the approved plans for the development.

The Developer agrees that all construction in the development shall conform to the plans of said development and the documentation submitted to and approved by the County, and also to the requirements of all applicable laws, ordinances, rules, and regulations promulgated by governmental authorities having jurisdiction.

3. The Developer represents and declares that it will make no user fee or charge to the owner or occupant of any lot or to the Association for any service, facility, business or enterprise which owners or occupants of the development need to subscribe to or patronize in order to have full use and enjoyment of their property or the common areas or facilities within the development, except that the Association may make a reasonable charge, by assessment or otherwise, for the use of services and facilities provided for occupants of the development, or which may be necessary for the operation and maintenance thereof.
4. Prior to the conveyance, sale or other disposition of any lot within the development, and before the right to possession of any lot is transferred to any person, the Developer will convey to and transfer control of all roadways, designated open spaces, to the association, without charge or the assumption of any obligation for the cost of construction of improvements thereon or thereto. All designated open spaces shown on the approved plans will also be transferred to the Association, subject to a covenant and restriction running with the land prohibiting any future dwellings or convenience establishments thereon and all other buildings except those approved by the County.
5. The association will be duly incorporated as a non-profit corporation under the laws of the State of Utah in accordance with the documentation heretofore submitted to and approved by the County for such purpose, and said Association is fully organized.
6. The association shall furnish and provide at its expense, maintenance and services as follows:
  - (a) All necessary maintenance for the open spaces and other common areas.
  - (b) All maintenance of covenants, conditions, restrictions and management policies set forth in the documents submitted in connection with approval of the project.
7. For the purpose of providing funds for the operation and maintenance of the development and the furnishing of necessary services to the occupants thereof, the Developer and the Association shall require an assessment to be made on each lot, in accordance with the Conditions, Covenants and Restrictions recorded against the lots.
8. To assure performance by the Association of its obligations hereunder, and to provide a means of paying for necessary services, maintenance and the enforcement of covenants, conditions, restrictions, management policies and agreements relating to the development should the Association default in so doing, an impound account shall be established by twenty-five dollars (\$25.00) per unit paid to the Association in such an account until there has been deposited in such account a sum equal to the amount resulting from multiplying the number of lots or dwelling units (whichever is greater) approved for such development by twenty dollars. Thereafter, no funds need be deposited until funds from the account have been expended to obtain compliance with this agreement, whereupon funds from said \$25.00 per unit shall again be deposited until the account has reached the required sum. It is the intention of this provision to require said account to be maintained at the required sum determined by the above formula. The County shall have the right to draw upon said impound account whenever a majority of the Board of County Commissioners deems it necessary to do so for the purposes of providing necessary services, maintenance or enforcement of covenants, conditions, restrictions and management policies, abating nuisances, and otherwise obtaining compliance with the terms of this agreement

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and the Association's obligations to the County; and expenditures may be made for professional or technical services, including reasonable attorney's fees, required in obtaining such compliance. The discretion herein given the Board of County Commissioners to disburse funds from such account for the purposes stated shall be absolute and binding upon the parties hereto, after public hearing if one is requested by either the Developer, Association or County. No other person or corporation shall have the right to draw against said account. The account shall be deposited with First Security Bank of Utah, N.A. who may charge a reasonable fee for servicing the same by deducting the same from the account. Payments by the Association to the account of that portion of the annual assessments above required shall be made monthly (or such other approved period as assessments are payable) within thirty days after collection by the Association. The County shall have the right to audit the Association's assessment records upon reasonable notice, for the purpose of verifying the accuracy of the amounts remitted to the account; and the Association shall have the right to audit the impound account and disbursements made therefrom upon reasonable notice. All income produced by the impound account shall belong to the Association, but shall remain in and become part of the account all times when the total amount deposited therein is less than the required sum. All income to the account that may cause it to exceed the required sum shall be paid over to the Association.

IN WITNESS WHEREOF, the parties to this agreement have caused the same to be executed by their proper officers thereunto duly authorized this 14<sup>th</sup> day of *October 1999*.

ATTEST:

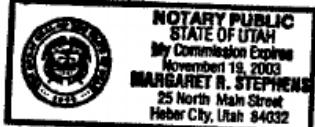
*Margaret R. Stephens*  
Margaret R. Stephens

PSC DEVELOPMENT COMPANY

By

*Peter S. Cooke*  
Peter S. Cooke, President

ATTEST:



HOMES @ KEETLEY STATION  
HOMEOWNERS ASSOCIATION

By

*[Signature]*  
President

ATTEST:

*Brenda T. Tamm*  
Brenda T. Tamm  
County Clerk

\_\_\_\_\_  
County

*J. L. Larson*  
Chairman of the Board of County Commissioners

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EXHIBIT "A"

BEGINNING at the Southwest corner (Brass Cap) of Section 5, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence East 1320.00 feet more or less along the Southerly line of said Section to the Easterly line of the Southwest Quarter of the Southwest Quarter; thence North 00°33'28" East 1286.25 feet more or less to the Northerly line of the Southwest Quarter of the Southwest Quarter of above said Section; thence West 1320.00 feet more or less to the Westerly Section Line of above said Section; thence North 00°33'28" East 1286.25 feet to the West 1/4 corner (Brass Cap) of said Section; thence East 2620.94 feet more or less to the Easterly line of the Southwest Quarter of above said Section; thence South 00°08'00" West 2572.38 feet more or less to the South Quarter Corner of Section 5; thence South 00°09'55" East 5453.24 feet more or less to the South Quarter Corner of Section 8, Township 2 South, Range 5 East, Salt Lake Base and Meridian (Brass Cap); thence South 89°33'38" West 757.50 feet to the Northerly right of way line of U.S. Highway 189 (the next 13 (thirteen) courses are along said right of way line); thence along the arc of a 7489.437 foot radius curve to the right 101.95 feet through a central angle of 00°46'48" the chord of which bears North 46°23'11" West 101.95 feet; thence North 40°48'12" West 782.94 feet; thence North 33°19'30" West 779.78 feet; thence North 56°00'13" East 55.00 feet to a point on a non-tangent curve; thence along the arc of a 7354.437 foot radius curve to the right 1084.17 feet through a central angle of 08°26'47", the chord of which bears North 29°46'24" West 1083.19 feet; thence North 25°33'00" West 873.80 feet; thence North 54°21'39" West 114.13 feet; thence North 39°35'10" West 412.31 feet; thence North 25°33'00" West 610.37 feet; thence North 23°30'49" West 281.41 feet; thence North 26°06'01" West 527.86 feet; thence North 35°24'09" West 313.27 feet; thence North 45°23'20" West 264.99 feet; thence leaving said right of way line North 00°22'43" West 254.06 feet to the Northerly line of said Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence North 89°00'57" East 1319.97 feet more or less to the point of BEGINNING.

EXCEPTING Parcels No. JDR-HY-189-61: 9, 9B and 9F as found in the Amended Declaration of Taking recorded May 8, 1989 as Entry No. 152697 in Book 219 at Page 726 of Official Records.

LESS AND EXCEPTING THEREFROM:

Lot 1, Plat One, DEER MOUNTAIN RESORT SUBDIVISION, according to the official plat thereof, as recorded in the office of the Wasatch County Recorder.