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DAVIS COUNTY, UTAH RECORDER  
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*Lanes End Farm Ph 1 & 2*

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANES END FARM DEVELOPMENT,  
DAVIS COUNTY, UTAH**

*07-262-0101 thru 0129  
07-263-0201 thru 0216*

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANES END FARM DEVELOPMENT is made this 30<sup>th</sup> of March, 2007, by FOX CREEK, LLC, a Utah limited liability company ("Fox Creek") referred to below as Declarant.

**RECITALS:**

A. Declarant is free title owner of the following described real property (the "Initial Property") located in Fruit Heights, Davis County, Utah, and more particularly described as Exhibit A (see attached).

B. Declarant intends to develop a residential subdivision on the Initial Property. Declarant will develop and convey all of the Lots within the subdivision subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

C. Declarant desires to provide for a Homeowner's Association and an organization and forum for the enforcement of the covenants, conditions and restrictions set forth herein.

**DECLARATION:**

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions and restrictions, and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Property. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration, in

whole or in part, to one or more persons intending to construct homes within the Subdivision; (5) construction of any improvements including homes by Declarant as approved by the City; (6) access over any lot for the installation of improvements; and (7) erection of permanent or temporary signs for use during the selling and marketing of the project.

**ARTICLE 1**  
**DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings.

1.1 “Additional Improvements” shall mean improvements other than those constructed by Declarant.

1.2 “Architectural Guidelines” shall have the meaning provided in the preamble of Article IV of this Declaration.

1.3 “Architectural Review Committee” shall mean the committee created under Article III of this Declaration.

1.4 “Association” shall mean the Lanes End Farm Homeowners Association, whether incorporated or not, and as the context requires, the officers and directors of the Association.

1.5 “Bylaws” shall mean the bylaws of the Association as adopted and amended from time to time by the Association’s Board of Trustees.

1.6 “City” shall mean Fruit Heights City, Utah and its appropriate departments, officials and boards.

1.7 “Declarant” shall mean and refer to Fox Creek, LLC and any successor to in the ownership of Lots where ownership is conveyed in connection with a total or limited assignment and assumption of Declarant’s rights and obligations under this Declaration.

1.8 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

1.9 “Dwelling” shall mean the single family residence built or to be built on any Lot, including the attached garage.

1.10 “Family” shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

1.11 “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.12 "Initial Property" shall have the meaning set forth in the recitals.

1.13 "Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

1.14 "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

1.15 "Plat" shall mean an official ownership plat of the Subdivision as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

1.16 "Project Common Area" means area that will be commonly owned and maintained by the Associations.

1.17 "Project Property" means all of the property included within the Plat.

1.18 "Residence" means a single building designed and constructed for residential occupancy to be occupied as a single family residence per Fruit Heights City ordinances.

1.19 "Subdivision" shall mean the Lanes End Farm Development and all Lots, Common Areas, and other property within the Subdivision as shown on the Plat.

1.20 "Subdivision Improvements" shall mean all subdivision improvements to be installed outside of the boundaries of Lots or within easements as identified on the Plat that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of the City or other governmental agencies to the approval of the Subdivision or any Plat thereof.

1.21 "Trustees" shall mean the duly elected and acting Board of Trustees of the Association.

## **ARTICLE II**

### **HOMEOWNERS ASSOCIATION**

2. To effectively enforce the Covenants, the Declarant has created, or will create, a Utah non-profit corporation called the Lanes End Farm Homeowners Association (the "Association"). The Association shall be comprised of the Owners within the Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of title to the Lot. The Association shall have and exercise, as necessary the following powers:

2.1 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association; however, this shall not limit the individual rights of Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

2.2. Assessments. Except as provided in 2.1, the Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually but shall be paid in equal monthly installments and shall be made to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of reimbursement of expenses incurred by the Trustees in performance of their obligations, the costs of complying with the enforcing rights under these covenants, acquisition of liability insurance, working capital, and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of the votes held by a quorum of the Owners (as defined in 2.8) in attendance in person or by proxy at a meeting called for that purpose.

2.2 Assessments on Lots Owned by Declarant. No assessments shall be levied against Lots owned by Declarant that do not have a completed dwelling. Assessments levied against Lots owned by Declarant that have a completed Dwelling shall not include any portion of costs incurred for management and administration of the Association or for reserves for capital repairs, replacements, or improvements.

2.4 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lot in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the state of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Davis County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale) without any obligation to first take recourse against the Lot and Improvements to which the Lien has been attached. The legal and administrative cost of any foreclosure or non-judicial proceeding, interest on all amounts due

and owing, and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. Interest shall be charged on all assessments at a rate of 1.5% per month, beginning 15 days after such amount is due. In addition, a late fee of 5% shall be charged on each assessment installment paid 15 days or more after the installment is due. Not Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed. However, all other successor Owners shall be deemed to assume the obligation to pay unpaid assessments on the Lot.

2.5 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amounts of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

2.6 Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the Association against any and all claims arising against them personally, which are a result of the good faith exercise of powers, duties and responsibilities of their office under this Declaration.

2.7 Election. The Association shall have two classes of membership. Declarant shall be the only Class A member and shall be entitled to cast 3 votes for each Lot it owns in the election of Trustees and for any other matter that is presented to the Association. All other Owners shall be Class B members and shall be entitled to cast one vote for each Lot he or she owns in the election of Trustees and for any other matter that is presented to the Association. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

2.8 Notice of Election, Notice of Meeting. Unless otherwise provided in the Bylaws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 30 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, time, date and place of meeting. At any such meeting a quorum will exist of Owners holding 51% of the total voting power within the Association that are present, and notice was properly given. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

2.9 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called as provided in the Bylaws. No business may be conducted at a special meeting

without a full quorum of the Owners (as defined in 2.8) being present in person or by written proxy.

2.10 Number of Trustees, Term of Office. Unless otherwise provided in the Bylaws of the Association, there shall be three (3) members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Owners, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms.

### ARTICLE III

#### ARCHITECTURAL REVIEW COMMITTEE

3. It is the intention and purpose of these covenants, conditions and restrictions to allow the Architectural Review Committee (the "Committee") to: (1) enforce the architectural requirements of any conditional use permit and Plat approved by the City; and (2) impose construction rules of construction other than that performed by Declarant. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to develop and enforce the Architectural Guidelines. However, Declarant shall not be subject to any review and/or approval by the Committee as long as it complies with all requirements of any conditional use permit and Plat requirements approved by the City.

3.1 Architectural Review Committee Created. The committee will consist of four people appointed by the Declarant, who do not need to be Owners. Declarant shall have the right and power to veto any action undertaken by the Committee. The Association shall use its enforcement powers to ensure that the Committee's actions result in buildings which are consistent with the Architectural Guidelines.

3.2 Approval by Committee Required. No Owner other than Declarant shall construct, erect or install Additional Improvements of any kind, including without limitation the construction of any Dwelling, garage, out-building, parking area, driveway, or other hard surfaced area in excess of 200 square feet, swimming pools, outdoor hot tubs or spas, walls, patio structures, gazebos, poles, satellite dishes or antenna, solar panels, or any other permanent structure in the Subdivision without the prior consent of the Committee. Approval of the Committee will be sought in the following manner.

(a) **Preliminary Plans:** Plans for the dwelling construction and any Additional Improvements must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final drawings is incurred. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission.

(b) **Construction Plans:** The construction plans must be in sufficient detail to show the location on the Lot of the exterior walls of a Dwelling (where applicable) and all other structures to be built with it; detailed drawings of all elevations of all proposed

buildings showing locations of windows, doors, roof pitches, decks and other exterior elements. A list of exterior walls, fascia, soffit and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of landscaped areas, driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas must be submitted. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(c) **Review Fee.** The applicant will pay a review fee to the Committee in an amount necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Committee. The Architectural Review fee shall be \$1,500.00, Three Hundred Dollars (\$300.00) of which shall constitute a non-refundable fee. \$700.00 of the fee will be designated for compliance of the architectural terms set forth in the CC&R's and Five Hundred Dollars (\$500.00) of the fee will be designated for compliance with landscaping criteria.

(d) **Review.** Within 30 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration and the standards developed by the Committee. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.

(e) **Written Record.** The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years. The committee will also provide evidence of this approval for the City if requested by the Owners.

(f) **Failure to Act.** If the Committee has not approved or rejected any submission within 30 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

3.3 **Variances.** Variances to the design standards contained in this Declaration may be granted by the Trustees when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. Each such variance must be approved by a majority of the Trustees. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. The Trustees shall not delegate to any single member or group of members or to any other person the power to grant variances pursuant to this Section 3.3. No variance shall be granted if that variance has the effect of modifying applicable City zoning or building code regulations or the Architectural Guidelines. Any request for variance must be in writing with drawings. If applicable, specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the Trustees within 30 business days after the Association's receipt of a written request for same. The Trustees shall provide written notification of approval or disapproval.

Notification of disapproval shall include a reasonably detailed explanation of the reason for such disapproval. In the event that the Trustees shall fail to act within the 30-day period, the requested variance shall be deemed disapproved, and within 15 days from said date the Trustees shall provide written notification of the reasons for such disapproval.

3.4 Costs of Professional Review. The Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Additional Improvements on a case-by-case basis or may elect to require the review of a design professional for every application. All costs of such additional review will be paid by the Applicant, provided, however, that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer and the estimated cost of that review. The costs of such review must be paid by the applicant prior to the commencement of any review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and all Owners and the applicant, for himself and his successors and assigns, waive any and all claims against the Committee in the event that advise from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances.

3.5 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the Architectural Guidelines and this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive and well designed community.

3.6 Declarant, Trustees and Committee not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other Owner, and may seek independent redress against any other Owner for violation of any covenant.

3.7 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over any Improvements by Declarant, the enforcement of building codes, zoning ordinances, the Architectural Guidelines or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

3.8 Construction Rules. Other than construction performed by the Declarant, with regard to any construction project affecting the exterior of any Dwelling and any construction of Dwellings, the Committee may impose reasonable rules and regulations to minimize the inconvenience to adjoining Owners during the period of construction. The Committee may



impose rules requiring pre-construction conferences and regulations regarding portable offices and trailers, construction debris removal, construction area appearance, sanitary facilities, construction parking and vehicles, construction signs, hours of work, soil conservation and dust, removal of mud, and duration of construction.

3.9 Construction Schedule. It is desirable that construction begin within twelve (12) months of closing on the Lot. If construction has not commenced within one year after acquisition by the Owner, the Owner shall, landscape, irrigate and maintain the Lot fully. Once construction begins, the home must be completed within eighteen (18) months.

#### ARTICLE IV

#### ARCHITECTURAL STANDARDS

4. Required Architectural Features. It is expected that the design of each dwelling will be tailored to the unique features of each individual home site. The following architectural standards are designed to act as an instrument that will protect, preserve and enhance the Lanes End Farm community. The purpose of the architectural standards is not to create look-alike dwellings or suggest that they all have identical layouts, colors and materials, but to create a harmonious design approach that is complementary to the surrounding homes and environment. Each design must begin with a thorough site evaluation and take into account the site's topography, sun angles, view corridors, native landscape and existing homes. Each home is required to incorporate into its design the following architectural features:

4.1 Minimum Square Footages. No single story Dwelling shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages is 2,000 square feet or greater for 15,000 sq. foot lots or less and 2,300 square feet for lots over 15,000 square feet. No multi-story Dwelling shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor, exclusive of basements, open porches and garages, is a total of 1,800 square feet or greater and the upper level, exclusive of open porches, is a total of 700 square feet or greater. Garages shall be enclosed, large enough for at least three (3) cars and, where possible, situated so as to utilize a side facing entrance unless otherwise approved by the Committee.

4.2 Setbacks. No Additional Improvements shall be located on a Lot closer to the respective Lot line than as follows: twenty (20) feet from the front Lot line; ten (10) feet from each side Lot line, unless the Lot is a corner Lot, in which case twenty (20) foot front yard standard shall apply to the applicable side yard; and thirty (30) feet from the rear Lot line. The Committee may take into account unique aspects of a particular Lot and grant variances to the foregoing standards; provided, however, that no such variance shall be granted in contravention of applicable city zoning ordinances and any purported variance in violation of such ordinances shall be deemed void to the extent it is inconsistent with such zoning ordinances. A site plan shall be submitted to the Committee for review prior to any improvements being made on the Lot.

4.3 Height. No roof ridge or Additional Improvements, excluding chimneys or cupola, shall be located on Lots with a height in excess of thirty-five (35) feet, measured from the natural grade of the Lot prior to the commencement of construction of the Additional

Improvements. Declarant reserves the right to modify the grade of any Lot prior to commencement of construction of Additional Improvements in an amount not to exceed four (4) feet.

4.4 Architectural Style and Compatibility of Improvements. Hardi-Board/Plank is encouraged and can be 100% of the exterior wall surface. No aluminum exterior siding is permitted in the Project. The exterior of all Dwellings must be constructed of Hardi-Board siding, brick, stone, and/or stucco. Log homes and log veneer siding are prohibited. If the exterior is stucco there shall be a minimum of 75% brick or stone on the front façade excluding windows and doors and 70% brick or stone on each remaining façade excluding windows and doors. Corner lots require the back of home to wrap stone or brick three (3) feet from the side facades. Aluminum soffits and fascia trim is allowed, provided, however, that a minimum width of 10 inches shall be required on the fascia. Roof surfaces shall slope a minimum of 6:12 pitch and be 30-year fire-rated architectural shingles or equivalent, or fire treated wood shingles, unless specific, written approval of the Committee is received for the use of other roofing materials. No tile roofing materials are allowed. Roof shingles shall be black, brown, earth tone or gray in color. No green shingles are allowed. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials shall be earth tones and darker tones while allowing accents of white, beige, black, brown, gray, earth tone or green. Care should be given that each Dwelling complements those around it, and not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the subdivision shall be made by the Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof and shall be coated or painted with tones which complement surrounding structures. No half circle windows are allowed in the project unless authorized by the Committee.

4.5 Rear Elevation Structural Guidelines. The following guidelines shall apply to the rear elevations of homes. All Dwellings constructed shall be required to incorporate a minimum of two of the structural elements and one architectural element into the design of the rear elevation of the home as follows:

- a. Structural Elements
  - i. Hip Roof
  - ii. Roof dormers on rear of the roof
  - iii. Addition of bay window or other popped out element
  - iv. Offset second floor
  - v. First floor roof break
  - vi. Second floor deck element
  - vii. Chimney or Cupola
- b. Architectural Elements
  - i. Stucco trim detail around all windows and doors
  - ii. Window pane detail, i.e. added grid pattern to the window glass
  - iii. Shutters installed on all second floor windows

- iv. **Material or color break between the first and second floors. Material breaks could include stucco trim details, brick and/or stone details, or other options approved by the Committee.**

4.6 **Maintenance Responsibility.** The Association shall have the responsibility to maintain the Project Common Areas, including the Improvements thereon, in a clean and attractive condition, in good repair. In addition, the Association and respective Owners, as applicable, shall keep all shrubs, trees, grass, and plantings of every kind in manicured areas of the Project Common Areas and on the Lots neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

4.7 **Entrance.** Repair and maintenance of the island feature at the entryway will be the responsibility of the Association. Any city requirements for removal of the island will also be the responsibility of the Association.

4.8 **Maintenance Responsibility of Improvements.** The Owner of each Lot shall have the responsibility to maintain the Additional Improvements on the Lots, in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspout, exterior building surfaces, walks and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of the Owner and shall be restored within a reasonable period of time. Home owners should keep lawns cut, shrubbery trimmed, weeds cut and maintained in a pleasant condition. The garage doors should remain closed when not in use.

4.9 **Animals.** No horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, shall be allowed within the Project Property. Dogs and cats belonging to Owners, occupants or their licensees or invitees within the Project Property must be kept within an enclosure (or on a leash being held by a person capable of controlling the animal). The enclosure must be maintained such that the animal cannot escape there from. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. In no case may any household pet or other animal kept at or around the Residence be allowed to create a nuisance for neighboring Lot owners due to noise, odors or otherwise. Any other term or condition hereof to the contrary notwithstanding, an Owner may not keep or maintain more than two (2) dogs and two (2) cats on a Lot at any time.

4.10 **Fencing.** It is the intent of the Declarant to create an open, spacious and landscaped appearance throughout the Subdivision. Therefore, all fences, or retaining walls should be kept to a minimum to encourage the use of the common areas and aesthetics. The use of hedges and high plantings are encouraged, but are required to be in conformance with the guidelines found in this section as well as any and all landscape requirements found herein. Fences are discouraged in favor of shrubs, trees and hedges. White vinyl fencing is prohibited in favor of subdued colors. Fencing adjacent to the open spaces should be open or semi-private in nature. No chain link is allowed. Wood or wrought iron fencing is encouraged, with fencing only on rear and side yards of the back corner of home. **FENCES MUST BE APPROVED BY THE COMMITTEE PRIOR TO CONSTRUCTION.** Retaining walls shall be of code, approved rock or brick, or stone veneer over concrete. No exposed concrete is allowed.

4.11 Landscaping. All front yards, side yards and rear yards shall be landscaped. The use of sodded landscaping berms and trees is encouraged in front yard Landscaping. However, those portions of rear or side yards which are located on or within natural or wooded hillsides or areas may be maintained with the natural vegetation and trees, consistent with the stated spirit and intent of this Declaration. No removal of existing vegetation outside of the building envelope. Each Lot shall be landscaped and maintained in such a manner so as to prevent any erosion thereof or drainage upon adjacent streets or adjoining property. Lawns are to be mowed and edged on a regular basis.

**ARTICLE V**  
**RESTRICTIONS ON ALL LOTS**

5. The following restrictions on use apply to all Lots within the Subdivision:

5.1 Zoning Regulations. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute or law, or ordinance.

5.2 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

5.3 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his Lot for a home occupation. Home occupations will be permitted with the approval of the City ordinance and City Council. No retail sales of any kind may be made in the Subdivision.

5.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed three square feet. The Declarant may erect signs within the Subdivision in accordance with City sign regulations during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information. No election signs are allowed in common areas.

5.5 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of the City. Any additional out buildings must match the style, materials and colors of the home and must be submitted to the Committee prior to construction.

5.6 Antennas. All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots or from the street. Solar panels will be permitted only with the consent of the

Trustees, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

5.7 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on the Lot.

5.8 Number of Dwellings. Only one Dwelling may be constructed on any Lot. All Dwellings shall have an attached garage for at least three cars. No other outbuilding or habitable structure may be permitted on any Lot without approval of the Committee.

5.9 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

5.10 No Other Construction. No Additional Improvements, including but not limited to garages, storage units, or other out buildings, may be made to any Lot without the prior approval of the Committee.

5.11 Animals. No animals other than ordinary household pets (2 cats and 2 dogs) may be kept on the Lot unless permitted by City ordinance. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots held by other Owners.

5.12 Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Subdivision are to be underground, including lines within any Lot which service installations entirely within the Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

5.13 Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that is not visible from adjoining Lots.

5.14 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

5.15 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

5.16 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

5.17 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, motor homes, campers, camper shells, horse trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles, up to a period of three (3) days. Accumulations of lawn or tree clippings or trimmings; and of construction debris or waste; household refuse or garbage except as stored in a tight container in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

5.18 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. During holiday seasons, appropriate holiday lighting is acceptable. This shall not apply to street lighting maintained by the City.

5.19 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud from adjacent Lots, except for security or fire alarms.

5.20 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

5.21 No Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

5.22 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first connecting to subdivision land drainage system.

5.23 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No parking on sidewalks.

5.24 Kennels. No kennel or dog run may be placed closer than 20 feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

5.25 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

5.26 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision. All re-subdivision activity shall comply with state code.

5.27 Landscaping Required. Within ninety (90) days following Owners occupancy of home, each Owner shall complete minimum landscaping of his Lot. If the Owner occupies his home during the winter, i.e. October 15 through February 28, the owner shall landscape his Lot by June 1 following the winter months. Minimum landscaping is grass and sprinklers. In the event the Owner has not installed the landscaping as required by this section within the specified timeframes, the deposit shall be forfeited by the Owner to the Association and the Association may, in addition to any other remedies the Association may fine the Owner \$200 per month until the required landscaping has been installed.

5.28 Street Tree Preservation. No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant with the same species of tree. All new plantings of any such tree shall be at least two inch (2") caliper.

5.29 Mailboxes. Will be provided in common areas and assigned by Post Office and will be maintained by the Association.

## ARTICLE VI

### OWNERS' MAINTENANCE OBLIGATIONS

6. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

6.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

6.2 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

## ARTICLE VII

### GENERAL PROVISIONS

7. The covenants, conditions and restrictions contained in this Declaration may be enforced as follows:

7.1 Violation Deemed a Nuisance. Any violation of these covenants which is permitted to remain on the property is deemed a nuisance and is subject to abatement by any other Owner.

7.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

7.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

7.4 Limited Liability. Neither the Declarant nor the committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

7.5 Amendment. At any time while this Declaration is in effect the provisions of this Declaration may be amended only upon approval of seventy-five percent (75%) of the Owners of the Lots, the Declarant (so long as Declarant remains an Owner of any Lot) and the City of Fruit Heights. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed holder unless such person joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision or otherwise affects the Additional Land shall be effective without written consent of the Declarant and other owner of the Additional Land.



7.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

7.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage per-paid and be sent to the last known address of the party to receive notice. Notices delivered by and are effective upon delivery.

7.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform development within the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

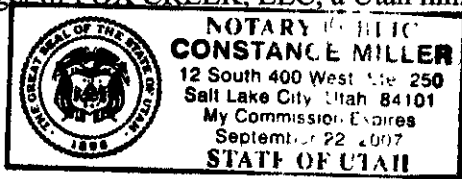
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

FOX CREEK, LLC

By: *Rulon C. Gardner*

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

The foregoing Declaration of Covenants, Conditions and Restrictions for the Lanes End Farm Development, was acknowledged before me this 7<sup>th</sup> of MARCH, 2007, by RULON C. GARDNER, who duly acknowledged to me that he executed the same as a Manager of FOX CREEK, LLC, a Utah limited liability company.



My Commission Expires:  
9-22-2007

*Constance Miller*  
Notary Public  
Residing at: Salt Lake County

**Exhibit A****PHASE I****BOUNDARY DESCRIPTION**

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 9 of Arrow Point Subdivision as recorded in the Davis County Recorders Office which corner is 381.60 feet North 89°52'31" West along the section line and 427.24 feet South 00°07'29" West from the Northeast Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 89°52'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence along the southerly boundary line of said Arrow Point Subdivision the following 2 courses: 1) North 62°14'00" East 195.00 feet; 2) North 77°11'54" East 203.09 feet to the Southeast Corner of Lot 10 of said Arrow Point Subdivision; thence South 00°23'00" West 227.43 feet to a point on a 70 foot radius curve; thence 69.18 feet along said curve (chord bearing South 28°41'39" West 66.40 feet); thence South 57°00'19" West 252.30 feet; thence South 32°59'41" East 60.00 feet; thence South 32°56'11" East 94.94 feet; thence South 56°58'54" West 133.65 feet; thence South 42°31'14" West 113.62 feet; thence South 28°35'57" West 125.06 feet; thence South 35°13'29" West 181.09 feet; thence North 88°45'32" West 454.06 feet; thence South 28°26'46" West 139.72 feet; thence South 44°03'13" West 259.67 feet; thence South 51°30'10" West 238.35 feet; thence South 61°03'13" West 101.86 feet; thence North 25°08'23" West 337.41 feet; thence North 64°51'37" East 8.67 feet; thence North 25°09'06" West 100.06 feet to a point on the Southerly line of Upland Subdivision as recorded in the Davis County Recorders Office; thence North 64°50'54" East 890.16; thence North 56°04'45" East 261.60 feet; thence North 55°09'20" East 128.24 feet; thence North 62°18'15" East 53.06 feet; thence North 63°13'00" East 115.87 feet; thence North 62°14'00" East 46.02 feet; thence North 62°13'52" East 89.91 feet; thence North 27°46'00" West 216.22 feet to the point of beginning

The above described parcel of land contains 624,056 square feet in area, or 14.33 acres, more or less.

**Phase II****BOUNDARY DESCRIPTION**

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly boundary line of the Upland Subdivision as recorded in the Davis County Recorders Office, which is 978.18 feet South 89°52'31" East and 1359.18 feet South 00°07'29" West from the North Quarter Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 89°52'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence South 25°09'06" East 100.06 feet; thence South 64°51'37" West 8.67 feet; thence South 25°08'23" East 337.41 feet; thence South 61°03'13" West 249.63 feet; thence South 00°41'26" East 223.87 feet; thence South 75°30'43" West 489.69 feet to the easterly boundary line of Davis Greens Estates Subdivision as recorded in the Davis County Recorder Office; thence North 00°06'57" West 619.35 feet to the Northeasterly corner of said Davis Greens Estates Subdivision and the Southwesterly corner of the Upland Subdivision as recorded in the Davis County Recorders Office; thence along said Uplands Subdivision North 61°20'54" East 98.19 feet; thence North 64°50'54" East 471.65 feet to the point of beginning.

The above described parcel of land contains 382,771 square feet in area or 8.787 acres, more or less.

## EXHIBIT D



May 22, 2006  
Job No. 0023-005-06

R.C. Gardner Development Company  
Union Pacific Depot  
12 South 400 West, Suite 250  
Salt Lake City, Utah 84101

**Attention: Mr. Skyler Gardner**

Gentlemen:

Re: Final Report  
Supplemental Geotechnical Study  
Lanes End Farm Subdivision  
North Side of Bair Creek Drainage  
Approximately 700 feet southwest  
of 1200 East and Green Street  
Fruit Heights, Utah

## 1. INTRODUCTION

This report summarizes recently completed field work performed in the area of Lots 101-116, and 208-216 within the proposed subdivision and presents our recommendations regarding the geotechnical suitability of the lots for development. This final report addresses concerns raised by Fruit Height regarding setback and slope stability mitigation, and the geotechnical aspects of de-vegetation, erosion control, and drainage. More detailed discussions regarding de-vegetation, erosion control, and drainage are presented by the project civil engineer.

An initial geotechnical study of the overall site was summarized in the report entitled:

- Report, Geotechnical/Slope Stability Study, Proposed Lanes End Farm Subdivision, Located 700 Feet Southwest of 1200 East and Green Street, North Side of Bair Creek Drainage, Fruit Heights, Utah, AMEC Job No. 5-817-005071, Dated May 20, 2005.

An interim supplemental geotechnical study of Lots 111, 112, 208, and 209 was summarized in the report entitled:

- Interim Report, Supplemental Geotechnical Study, Lanes End Farm Subdivision, North Side of Bair Creek Drainage, Approximately 700 feet southwest of

Gordon Spilker Huber Geotechnical Consultants, Inc.  
4426 South Century Drive, Suite 100  
Salt Lake City, Utah 84123  
Tel: (801) 293-3478 Fax: (801) 685-2990  
[www.gshgeotech.com](http://www.gshgeotech.com)

R.C. Gardner Development Company  
Job No. 0023-005-06  
Supplemental Geotechnical Study  
May 22, 2006



1200 East and Green Street, Fruit Heights, Utah, GSH Job No. 0023-005-06,  
Dated April 20, 2006.

## **1.1 OBJECTIVES AND SCOPE**

The objectives and scope of the study were planned in discussions between Mr. Skyler Gardner of Gardner Development Company, and Mr. Bill Gordon of Gordon Spilker Huber Geotechnical Consultants, Inc. (GSH).

In general, the objectives of this study were to:

1. To further define and evaluate the subsurface soil and groundwater conditions across the site.
2. Provide appropriate slope stability, de-vegetation, erosion control, drainage, foundation, and earthwork to be utilized in the design and construction of the proposed facilities.

In accomplishing these objectives, our scope has included the following:

1. A field program consisting of the excavating, logging, and sampling of 23 exploration borings. (This study and our study dated April 20, 2006.)
3. An office program consisting of the correlation of available data, engineering analyses, and the preparation of this summary report.

## **1.2 AUTHORIZATION**

Authorization was provided verbally by Mr. Skyler Gardner of Gardner Development Company.

## **1.3 PROFESSIONAL STATEMENTS**

Supporting data upon which our recommendations are based are presented in subsequent sections of this report. Recommendations presented herein are governed by the physical properties of the soils encountered in the exploration borings and test pits, projected groundwater conditions, and the layout and design data discussed in Section 2., Proposed Construction, of this report. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, GSH must be informed so that our recommendations can be reviewed and amended, if necessary.

Our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time.

R.C. Gardner Development Company  
Job No. 0023-005-06  
Supplemental Geotechnical Study  
May 22, 2006



## **2. PROPOSED CONSTRUCTION**

The overall development is to consist of 43 lots for single-family residential structures, and roadways. It is desired that the lots be able to incorporate a partial or full-depth below-grade level, if possible. Below-grade levels will be of reinforced concrete construction. Above grade, the structures will be of wood-frame construction with structural loads extending down through bearing walls and columns to the supporting foundations. For single-family residential homes, the maximum anticipated wall and column loads will be on the order of 2 to 3 kips per lineal foot and 20 to 30 kips, respectively. At-grade floor slab loading will be negligible.

## **3. SITE INVESTIGATIONS**

### **3.1 FIELD PROGRAM**

In order to further define and evaluate the subsurface soil and groundwater conditions across the site, 23 test pits were excavated in conjunction with this study and our April 20, 2006 study to depths ranging from 3 to 11 with a rubber tire-mounted backhoe. Locations of the test pits are presented on Figures 1A and 1B, Site Plan. A tabulation and description of the subsurface conditions are presented in the following sections.

The field portion of this study was performed by an experienced member of our staff. During the course of the excavation operations, a continuous log of the subsurface conditions encountered was maintained. The soils were classified by visual and textural examination in accordance with the nomenclature described on Figure 2, Unified Soil Classification System.

Following completion of excavating and logging, each test pit was backfilled. Although an effort was made to compact the backfill with the backhoe, backfill was not placed in uniform lifts and compacted to a specific density. Consequently, settlement of the backfill with time is likely to occur.

## **4. SITE CONDITIONS**

### **4.1 SURFACE**

The site is an irregular-shaped parcel located approximately 700 feet southwest of 1200 East and Green Street in Fruit Heights, Utah. Bounding the site to the north and west are existing single-family residential developments. Bair Creek bounds the site to the south and east. The site is primarily open and undeveloped parcel.

The overall relief across the site is on the order of 120 feet. The majority of the lots slope downhill gradually to the southwest with a slope of approximately 30 horizontal to 1 vertical. The southwest edge of the site slopes more steeply down to Bair Creek with a slope of approximately three horizontal to one vertical.

R.C. Gardner Development Company  
 Job No. 0023-005-06  
 Supplemental Geotechnical Study  
 May 22, 2006



Vegetation across the majority of the site consists of low growing grasses and weeds. There are numerous trees and shrubs along the southeast edge of the site.

#### 4.2 SUBSURFACE

Two basic soil "types" were encountered in the test pits. The first "type" extended to depths of 1 to 11 feet and is primarily flood or stream flow deposits associated with the Bair Creek Drainage.

The second soil "type" is lacustrine soils and consists of inter-layered silty clays and silty fine sands. The layers are generally one quarter to one inch thick and showed no signs of distortion. The lack of distortion indicates that the soils have not experienced any past deformation association with slope instability.

Tabulated logs of the subsurface conditions encountered in the test pits are as follows:

Test Pit	Thickness of Surficial Soils (ft) CL or SM	Depth to Horizontal Alternating Layers (ft) CL and SM	Depth to Bottom of Test Pit (ft)
TP-1	5.0	5.0	6.0
TP-2	3.5	3.5	4.5
TP-3	1.0	1.0	3.0
TP-4	1.0	1.0	3.0
TP-5	4.0	4.0	5.0
TP-6	11.0	-	11.0
TP-7	2.5	2.5	3.5
TP-8	3.5	3.5	4.5
TP-9	4.5	4.5	5.5
TP-10	6.0	6.0	7.0
TP-11	6.5	6.5	7.5
TP-12	6.0	6.0	7.0
TP-13	2.5	2.5	4.0
TP-14	3.5	3.5	4.5
TP-15	2.5	2.5	4.5

R.C. Gardner Development Company  
 Job No. 0023-005-06  
 Supplemental Geotechnical Study  
 May 22, 2006



Test Pit	Thickness of Surficial Soils (ft) CL or SM	Depth to Horizontal Alternating Layers (ft) CL and SM	Depth to Bottom of Test Pit (ft)
TP-16	3.0	3.0	5.0
TP-17	2.5	2.5	4.0
TP-18	4.5	4.5	5.0
TP-19	3.0	3.0	4.5
TP-20	2.5	2.5	4.0
TP-21	4.5	4.5	5.0
TP-22	2.0	2.0	4.0
TP-23	4.5	4.5	5.0

### 4.3 GROUNDWATER

Groundwater was not encountered to depths of 11 feet. Groundwater is anticipated to be at depths of approximately 40 feet below grade.

Seasonal and longer-term groundwater fluctuations on the order of one to two feet should be anticipated with the highest levels occurring during the late spring and summer months.

## 5. DISCUSSION & RECOMMENDATIONS

### 5.1 GENERAL

Lots 101, 102, 103, 104, 105, 106, 109, 114, 115, 116, 211, 212, and 216 are on gently sloping terrain. These lots slope downhill to the southwest generally with slopes of approximately 30 horizontal to 1 vertical. The recommendations pertaining to earthwork, and foundations presented in the report dated May 18, 2005 remain applicable.

Lots 107, 108, 111, 112, 208, 209, 210, 213, 214, and 215 extend to the crest of or extend past the crest of the steeper terrain to the south. For these lots the following discussion and recommendations should be added to the general foundation and earthwork recommendations presented in the report dated May 18, 2005.

### 5.2 SLOPE STABILITY

The soils encountered in the 23 test pits showed no signs of distortion. The lack of distortion indicates that the soils have not experienced any past deformation association with slope

R.C. Gardner Development Company  
Job No. 0023-005-06  
Supplemental Geotechnical Study  
May 22, 2006



instability. The recommendations presented in the following sections should improve the existing stability of the soils.

### 5.3 FOUNDATION SUBDRAINS

For Lots 107, 108, 111, 112, 208, 209, 210, 213, 214, and 215, we recommend the installation of foundation subdrains around footings in partial- and full-basement areas. The purpose of the subdrains are to reduce the possibility of groundwater infiltration into the subsurface soil near the crest of the steeper slopes and to reduce the possibility of water seepage into the subgrade levels of the homes.

Foundation subdrains should consist of a four-inch diameter perforated or slotted plastic or PVC pipe enclosed in clean gravel. The invert of a subdrain should be at least 18 inches below the top of the lowest adjacent floor slab. The gravel portion of the drain should extend two inches laterally and below the perforated pipe and at least one foot above the top of the lowest adjacent floor slab. The gravel zone must be installed immediately adjacent to the perimeter footings and the foundation walls. To reduce the possibility of plugging, the gravel must be wrapped with a geotextile, such as Mirafi 140N or equivalent. Above the subdrain, a minimum four-inch-wide zone of "free-draining" sand and gravel should be placed adjacent to the foundation walls and extend to within two feet of final grade. The upper two feet of soils should consist of a compacted clayey cap to reduce surface water infiltration into the drain. As an alternative to the zone of permeable sand and gravel a prefabricated "drainage board," such as Miradrain or equivalent, may be placed adjacent to the exterior below grade walls. Prior to the installation of the footing subdrain, the below-grade walls should be waterproofed if adjacent to habitable areas and dampproofed if adjacent to parking or mechanical room areas. The slope of the subdrain should be at least 0.3 percent. The gravel placed around the drain pipe should be clean three-quarters to one-inch minus gap-graded gravel and/or "pea" gravel. The foundation subdrains can be discharged into the area subdrains, storm drains, or other suitable down-gradient location. If discharged down-gradient to the Bair Creek, the discharge pipes from the subdrain to the discharge point must:

1. Be solid but flexible.
2. Established in a trench extending at least two and one-half feet below grade.
3. Backfilled with the soils removed from the trench.
4. Discharge at a level no higher than 100-year flood level elevation of Bain Creek at that location.

The trench backfill must be procedurally backfilled by placing the fill in six inch loose lifts with each lift being procedurally compacted by running a "jumping jack" compactor over the surface continuously at least three times. The finished surface of the backfill should be at least four inches above surrounding grade when completed.



R.C. Gardner Development Company  
Job No. 0023-005-06  
Supplemental Geotechnical Study  
May 22, 2006



#### **5.4 SETBACK**

For Lots 107, 108, 111, 112, 208, 209, 210, 213, 214, and 215, it is our opinion that the homes can be constructed at the crest and the upper portion of the steeper slopes provided that:

1. The footings for the homes extend to the soil sequence consisting of alternating layers of silty clays and silty fine sands.
2. The base of the footings must be established at least four feet below currently grade.
3. Structural fill must not be placed over the upper portion of the steep slope area either within or outside the footprint of the structure.
4. The detailed recommendation regarding subdrains, surface drainage, regrading, etc. presented herein are followed.
5. Grading of the steeper portions of the steep slope must be minimized.

From an overall stability standpoint, it must be realized that the loads imposed by the footings will be significantly less than the loads imposed by the mass of the soil removed from the subgrade portions of the structure. The weight of the soil removed in the below grade portions of the structure will be greater than the weight of the structure.

#### **5.5 DE-VEGETATION**

For Lots 107, 108, 111, 112, 208, 209, 210, 213, 214, and 215, we recommend the de-vegetation be as follows. From a geotechnical standpoint it is prudent to minimize the amount of de-vegetation that occurs adjacent to the structure. De-vegetation should generally be limited to within 10 feet of the structure on the downslope side. When natural vegetation is altered it must be replaced by appropriate landscaping vegetation or low-height retaining wall that will not detrimentally alter the stability of the hillside.

#### **5.6 DRAINAGE AND EROSION CONTROL**

For Lots 107, 108, 111, 112, 208, 209, 210, 213, 214, and 215, we recommend the following:

1. The drainage from the drains and the northern portions of the lots be directed to the north.
2. Drainage from gutter-downspout systems be discharge to solid flexible pipe and discharge by gravity to the south or to the lower portion of the steeper slope as per recommended for the subdrain lines.

R.C. Gardner Development Company  
 Job No. 0023-005-06  
 Supplemental Geotechnical Study  
 May 22, 2006



The site drainage plan must minimize the amount of surface water which passes over the crest of the steeper slopes and must be reviewed along the overall site grading plan including landscaping by the engineering department. Additionally, water infiltration into the subgrade should be minimized. Downspouts should be collected to suitable points and discharged.

### 5.7 FUTURE STABILITY CONCERNS

By following the recommendations summarized herein the stability of the steeper slopes should not be diminished by proposed construction. Grading and water control not in accordance with the recommendation presented could destabilize the steeper slopes. It must be noted on the lot documents that the plans for modification of the slope, vegetation, grading, retaining walls, etc. must be submitted to the City for review and approval.

We appreciate the opportunity of providing this service for you. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,

GSH Geotechnical Consultants, Inc.

  
 Joshua M. Whitney, EIT  
 Staff Engineer

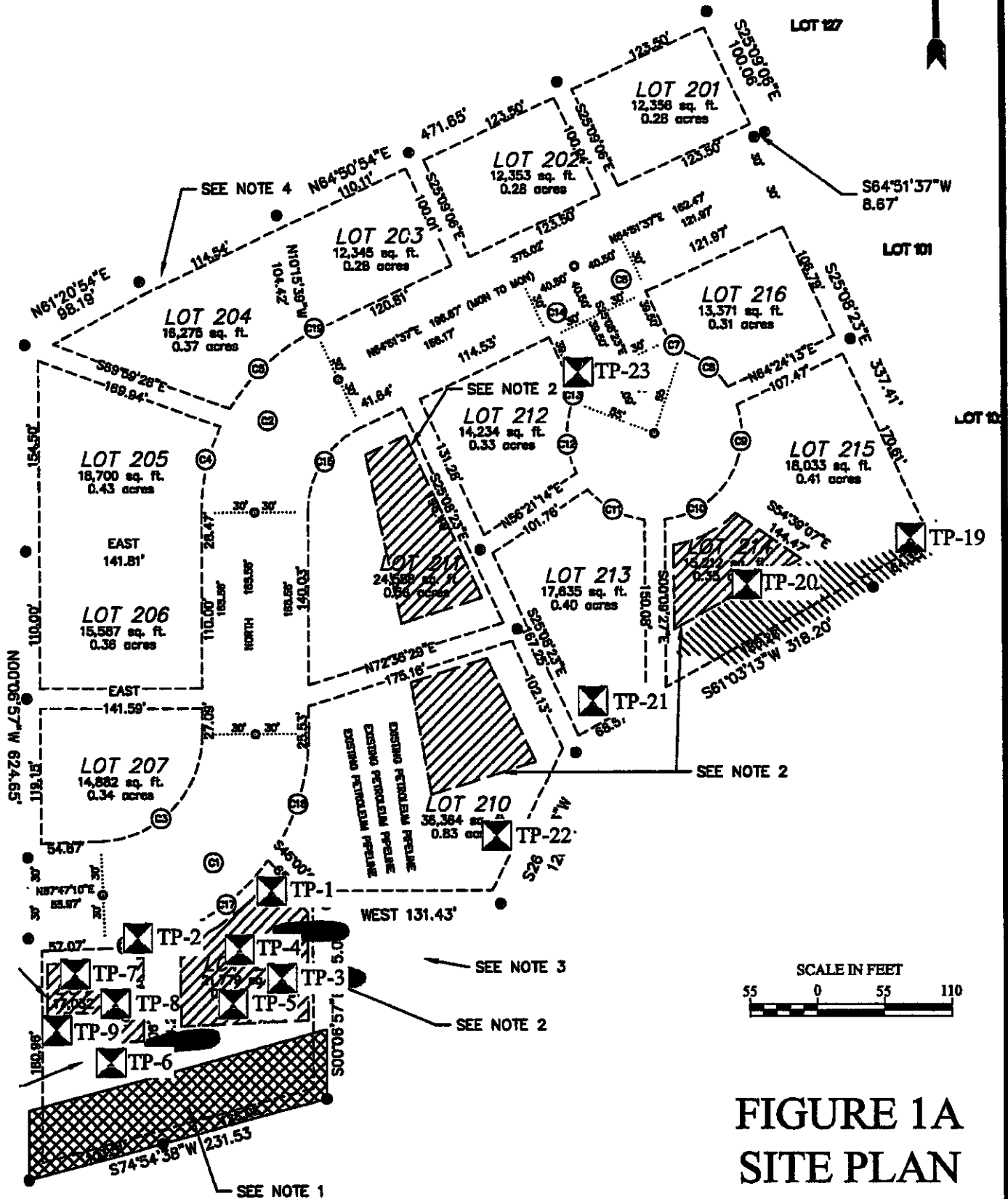
JMW/WJG:sm

Reviewed by:

  
 William J. Gordon, State of Utah No. 146417  
 Professional Engineer

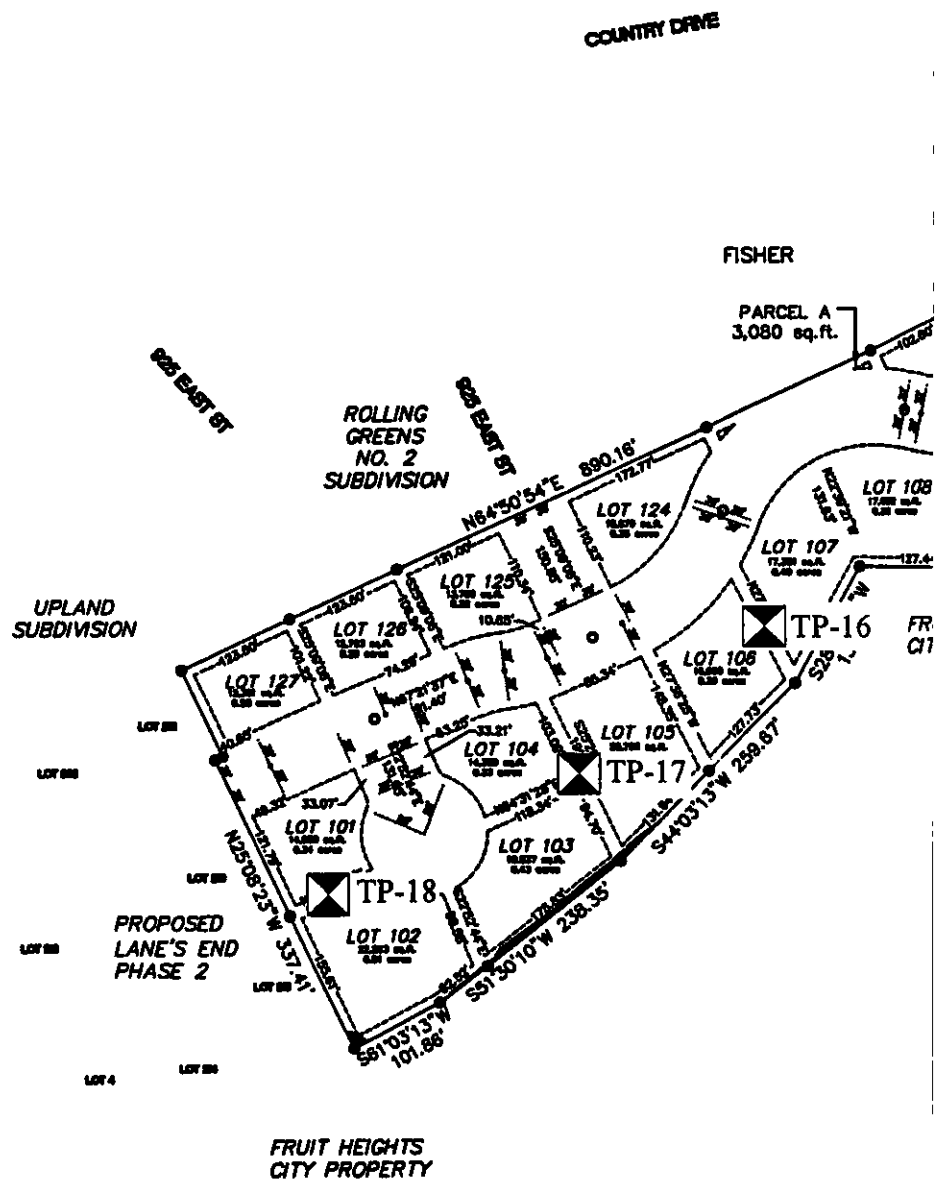
Encl. Figure 1A, Site Plan  
 Figure 1B, Site Plan  
 Figure 2, Unified Soil Classification System

Addressee (3)

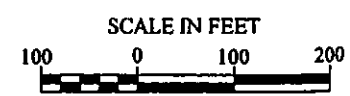


REFERENCE:  
 ADAPTED FROM DRAWING ENTITLED  
 "LANES END FARM SUBDIVISION PHASE I,  
 PRELIMINARY PLAT,"  
 BY FORSGREN, NOT DATED

**FIGURE 1A**  
**SITE PLAN**  
 **GSH**  
 Gordon Spilker Huber  
 Geotechnical Consultants, Inc.



REFERENCE:  
ADAPTED FROM DRAWING ENTITLED  
"LANES END FARM SUBDIVISION PHASE I,  
PRELIMINARY PLAT,"  
BY ,FORSGREN NOT DATED



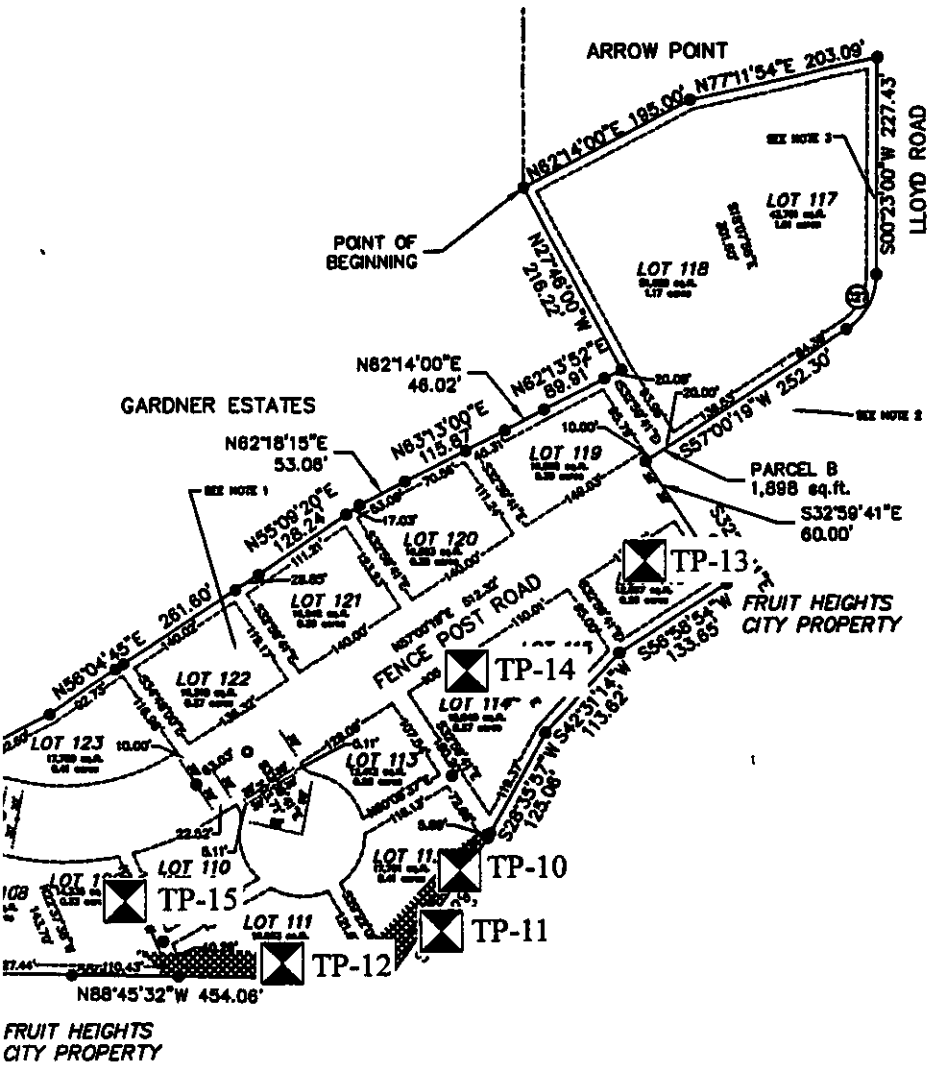


FIGURE 1B  
SITE PLAN  
 **GSH**  
Gordon Spilker Huber  
Geotechnical Consultants, Inc.

UNIFIED SOIL CLASSIFICATION SYSTEM							
FIELD IDENTIFICATION PROCEDURES					GRAPH SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
<b>COARSE GRAINED SOILS</b>  More than half of coarse fraction is larger than No. 4 sieve size.	<b>GRAVELS</b>  More than half of coarse fraction is larger than No. 4 sieve size.	<b>CLEAN GRAVELS</b>  (Little or no fines)	Wide range in grain size and substantial amounts of all intermediate particle sizes.		<b>GW</b>	Well graded gravel, gravel-sand mixtures little or no fines.	
		<b>GRAVELS WITH FINES</b>  (Appropriate amount of fines)	Predominantly one size or a range of sizes with some intermediate sizes missing.		<b>GP</b>	Poorly graded gravels, gravel-sand mixtures little or no fines.	
			Non-plastic fines (for identification procedures see RL below).		<b>GM</b>	Silty gravels, poorly graded gravel-sand mixtures.	
		<b>SANDS</b>  More than half of coarse fraction is smaller than No. 4 sieve size.	<b>CLEAN SANDS</b>  (Little or no fines)	Wide range in grain size and substantial amounts of all intermediate particle sizes.		<b>SW</b>	Well graded sands, gravelly sands, little or no fines.
	<b>SANDS WITH FINES</b>  (Appropriate amount of fines)		Predominantly one size or a range of sizes with some intermediate sizes missing.		<b>SP</b>	Poorly graded sands, gravelly sands, little or no fines.	
		Non-plastic fines (for identification procedures see RL below).		<b>SM</b>	Silty sands, poorly graded sand-silt mixtures.		
	Plastic fines (for identification procedures see CL below).		<b>SC</b>	Clayey sands, poorly graded sand-clay mixtures.			
	<b>FINE GRAINED SOILS</b>  More than half of material is smaller than No. 200 sieve size.	<b>IDENTIFICATION PROCEDURES ON FRACTION SMALLER THAN NO. 40 SIEVE SIZE</b>					
<b>SILTS AND CLAYS</b>  Liquid limit less than 25		ON SHREDS (SHRINKAGE CHARACTERISTICS)	PLASTICITY (PLASTICITY INDEX)	TENSILE COMPRESSION (SOIL PLASTIC LIMIT)		<b>ML</b>	Inorganic silts and very fine sands, rock flour, silt or clayey fine sand with slight plasticity.
		None to slight	None to low	None		<b>CL</b>	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
		Medium to high	None to very low	Medium		<b>OL</b>	Organic silts and organic silty-clays of low plasticity.
<b>SILTS AND CLAYS</b>  Liquid limit greater than 25		Slight to medium	Low	Slight to medium		<b>MH</b>	Inorganic silts, silty sands or discontinuous fine sandy or silty silt, silty silt.
		Slight to medium	Slow to none	Slight to medium		<b>CH</b>	Inorganic clays of high plasticity, fat clays.
		High to very high	None	High		<b>OH</b>	Organic clays of medium to high plasticity.
<b>HIGHLY ORGANIC SOILS</b>			Rapidly oxidized by color, odor, organic level and frequently by laboratory methods.		<b>Pt</b>	Peat and other highly organic soils.	

- GENERAL NOTES**
- In general, Unified Soil Classification Designations presented on the logs were evaluated by visual methods only. Where core, actual designations (based on laboratory testing) may differ.
  - Lines separating strata on the logs represent approximate boundaries only. Actual transitions may be gradual.
  - Logs represent general soil conditions observed at left point of exploration unless data indicated.
  - No warranty is provided as to the consistency of soil conditions between individual sample locations.

**LOG KEY SYMBOLS**


**COARSE-GRAINED SOIL**

APPARENT DENSITY	SPT (blows/ft)	RELATIVE DENSITY (%)	FIELD TEST
Very Loose	<4	0 - 15	Easily penetrated with 1/2" reinforcing rod pushed by hand
Loose	4 - 10	15 - 25	Difficult to penetrate with 1/2" reinforcing rod pushed by hand
Medium Dense	10 - 30	25 - 65	Easily penetrated a foot with 1/2" reinforcing rod driven with 8-lb hammer
Dense	30 - 50	65 - 85	Difficult to penetrate a foot with 1/2" reinforcing rod driven with 8-lb hammer
Very Dense	>50	85 - 100	Penetrated only a few inches with 1/2" reinforcing rod driven with 8-lb hammer

**FINE-GRAINED SOIL**

CONSISTENCY	SPT (blows/ft)	POCKET PENETROMETER		FIELD TEST
		UNDRAINED SHEAR STRENGTH (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	
Very Soft	<2	<0.125	<0.25	Easily penetrated several inches by Thumb. Significance through fingers.
Soft	2 - 4	0.125 - 0.25	0.25 - 0.5	Easily penetrated 1" by Thumb. Molded by light finger pressure.
Medium Stiff	4 - 8	0.25 - 0.5	0.5 - 1.0	Penetrated over 1/2" by Thumb with moderate effort. Molded by strong finger pressure.
Stiff	8 - 15	0.5 - 1.0	1.0 - 2.0	Indented about 1/2" by Thumb but penetrated only with great effort.
Very Stiff	15 - 30	1.0 - 2.0	2.0 - 4.0	Readily indented by Thumb nail.
Hard	>30	>2.0	>4.0	Indented with difficulty by Thumb nail.

**STRATIFICATION**

DESCRIPTION	THICKNESS
SEAM	1/16 - 1/2"
LAYER	1/2 - 12"
Occasional	One or less per foot of thickness
Frequent	More than one per foot of thickness

**CEMENTATION**

DESCRIPTION	DESCRIPTION
Weakly	Crumbles or breaks with handling of slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

**MODIFIERS**

DESCRIPTION	%
Trace	<4
Some	5 - 12
With	>12

**MOISTURE CONTENT**

DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Mold	Damp but no visible water
Wet	Visible water, usually soil below Water Table

FIGURE 2



**EXHIBIT "E"**

**BYLAWS  
OF  
LANES END FARM OWNERS ASSOCIATION, INC.**

**ARTICLE 1.  
DEFINITIONS**

1.01 Project Declaration.

As used herein, "Project Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Lanes End Farm Development at Fruit Heights, recorded in the Official Records of Davis County, Utah.

1.02 Declarant.

As used herein, "Declarant" means the Declarant under the Project Declaration.

1.03 Articles.

As used herein, "Articles" means the Articles of Incorporation of the Lanes End Farm Owners Association, Inc.

1.04 Project Association.

As used herein, "Project Association" means the Lanes End Farm Owners Association, Inc.

1.05 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Project Declaration.

**ARTICLE 2.  
OFFICES**

The Project Association is a Utah nonprofit corporation, with its principal office located at 12 South 400 West, Suite 250, Salt Lake City, Utah 84101.

**ARTICLE 3.  
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Article VII of the Articles.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or such Owner's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Project Declaration, the Articles, or these Bylaws.

**ARTICLE 4.**  
**ADMINISTRATION**

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of \_\_\_\_\_ in each year, or at such other date designated by the Management Committee, beginning with the year \_\_\_\_\_, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Project Association's principal offices or any place within Davis County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.



#### 4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

#### 4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

### **ARTICLE 5. DECLARANT CONTROL**

Declarant shall be entitled to control the Project Association as set forth in Article VIII of the Articles.

### **ARTICLE 6. MANAGEMENT COMMITTEE**

#### 6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article VIII of the Articles.

#### 6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Management Committee created by the resignation or

death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until such Director's successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.05 Quorum.

A majority of the number of Directors fixed by the Articles, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

**ARTICLE 7.**  
**OFFICERS AND AGENTS**

7.01 General.

The Officers of the Project Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Project Association. The president shall preside at all meetings of the Project Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Project Association and general supervision of its officers, agents, and employees. The president of the Project Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Project Declaration on behalf of the Project Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

(a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Project Declaration, and as required by law;

(c) be custodian of the corporate records and of the seal of the Project Association and affix the seal to all documents when authorized by the Management Committee;

(d) maintain at the Project Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Project Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Project Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Project Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Project Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Project Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the

faithful performance of the treasurer's duties and for the restoration to the Project Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Project Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**ARTICLE 8.**  
**EVIDENCE OF OWNERSHIP, REGISTRATION OF**  
**MAILING ADDRESS, AND LIEN HOLDERS**

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Lot from the Declarant, any person on becoming an Owner shall furnish to the Project Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Project Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by these Bylaws. The registered address of an Owner or Owners shall be furnished to the secretary of the Project Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering such Owner's Lot shall give the Association written notice of the name and address of the mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Project Association.

8.04 Address of the Association.

The address of the Project Association shall be 12 South 400 West, Suite 250, Salt Lake City, Utah 84101. Such address may be changed from time to time upon written notice to all Owners and all listed mortgagees.

**ARTICLE 9.**  
**SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their membership in the Project Association at any and all meetings of the Project Association and to vest in the mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Project Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the mortgagee with the secretary of the Project Association. A release of the mortgage covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the mortgagee the duties and obligations of an Owner.

**ARTICLE 10**

**Dedication, Conveyance, and Preservation of Roadways.** Developer voluntarily agrees to dedicate and convey by special warranty deed or by plat dedication, at no cost to the City and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the parties, any areas designated on any plat or site plan to be used as roadways, storm water detention basins, parks, and amenities, in order to assure use of the land consistent with the policies, goals, and objectives of the City's General Plan. All parcels to be dedicated or conveyed to the City pursuant to the terms hereof shall be conveyed at the time of recordation of the applicable plat. All such dedications and donations are made on a voluntary basis and Developer hereby expressly waives and releases the City from any claims it may have for compensation therefore. The City agrees to operate, maintain, repair, and replace as necessary all dedicated lands and improvements. The HOA, under Agreement dated March 7, 2007, shall operate, maintain, and repair all dedicated roadway islands and all roadway landscaping as installed pursuant to the terms of this Agreement. Developer shall also make certain that the HOA Agreement contains a similar provision requiring the HOA to maintain said roadway islands and landscaping if applicable. The HOA also agrees to remove said roadway islands if they are ever deemed by the City Council to be a hindrance to the maintenance of the roadway. In addition, the HOA shall be under a duty and obligation, under this Agreement as well as the provisions of the HOA Agreement, to landscape and maintain the landscaping of the east side of Lloyd Road as it runs from Green Road through to Fence Post Road.

**ARTICLE 11**  
**AMENDMENTS**

10.01 By Directors.

Except as limited by law, the Articles, the Project Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Project

Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Management Committee shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon first mortgagees in these Bylaws, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Project Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Project Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

**ARTICLE 12**  
**MISCELLANEOUS**

11.01 Fiscal Year.

The fiscal year of the Project Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Project Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

<< >>

EXHIBIT F

ESCROW AGREEMENT

This agreement entered into this 7 day of March, 2007, between Fox Creek L.L.C., hereinafter called "Developer", and Fruit Heights City Corporation, a municipal corporation and political subdivision of the State of Utah, located in Davis County, hereinafter called "City", and Barnes Bank, Inc., of Salt Lake City, hereinafter called "Escrow".

**The above named parties agree as follows:**

**Witnesseth:**

**Purpose for Escrow Agreement.** Developer is desirous of developing and recording a proposed subdivision of land in Fruit Heights City, Davis County, Utah, said subdivision to be known as Lanes End Farm, in the location described in Exhibit "A", attached and incorporated herein by this reference; pursuant to City ordinances and agreements.

The City will not accept said subdivision unless adequate provisions are made for the guaranteed construction or installation of the improvements in said subdivision. Said improvements are to be installed in accordance with the specifications of Fruit Heights City Ordinances, and the City Engineer. Therefore, the following terms and conditions shall be met:

**Guarantee of Improvements.** To guarantee satisfactory installation and construction of all subdivision improvements within the time set forth in the Developer's Agreement, the Developer does hereby enter into an Escrow Agreement in compliance with section 20-180 of The Fruit Heights City Corporation Subdivision Ordinance & Public Works Standards under the section entitled "Guarantee of Installation of Improvements".

**Completion Date.** Developer agrees to complete said improvements within two (2) years of the date of the agreement with the Developer, and that City shall be entitled to specifically enforce said agreement against Escrow of Developer after the two (2) year period unless an extension has been granted by the City Council.



**Escrow Funds.** Developer hereby assigns and sets over to the City all its right, title and interest in the principal of that certain escrow account with Escrow entitled "Trust Account of Gardner Development Company, Inc. for Lanes End Farm" in the amount of Seven Hundred Eighty Thousand Three Hundred and Thirty-Three dollars and Eighty-Four cents (\$780,333.84) which has been deposited with Escrow prior to this Agreement being signed by Escrow. This sum constitutes One Hundred Fifteen Percent (115%) of the total cost of improvements (as determined by the City Engineer) and which also includes an additional Ten Percent (10%) of the total cost of the improvements, (designated as the warranty amount), which Ten Percent (10%) shall be retained by the City until the subdivision has completed the warranty period and has received final acceptance by the City Council. The City, therefore, has first priority to said funds for the purposes stated herein.

**Release of Funds.** As the required improvements are satisfactorily installed and have been inspected by the City; funds which have been placed in escrow for those improvements will be authorized to be released for payment of those improvements. The City shall notify Escrow's agent in writing as to the installation of the improvement(s) and the amount to be released. Escrow is authorized to release funds from this account only after receiving the written notification above. The City is not responsible to determine the party to be paid. After all required improvements have been installed; the Developer shall notify the City and request that the subdivision be placed into the warranty period. The subdivision will then be inspected by the City Staff, and if all improvements have been completed in accordance with City ordinances and specifications, the staff will recommend to the City Council that the subdivision be placed in warranty. If the City Council approves, the subdivision will then begin a two (2) year warranty period. Ten percent (10%) of the total cost of the improvements, as specified above, shall be retained by the City during this warranty period. All funds in escrow surplus to the warranty amount may then be released by the City. The purpose of retaining the 10% warranty amount is to guarantee that the improvements have been installed correctly and that they function properly. If any improvements have not been installed correctly or fail to function properly, and the Developer fails to correct the deficiencies within thirty (30) days of notification thereof, then, upon written notice by the City, Escrow shall pay over to the City, within Ten (10) days of notice, the amount necessary to complete, repair, or replace said improvements. In the event the costs of completing, repairing, or replacing the unsatisfactory improvements exceeds the amount remaining in the escrow account, the Developer shall, within ten ( 10) days of notice thereof, pay the excess amount to the City and shall also cause to be restored the escrow account, to the prescribed 10% warranty amount. The City shall not issue any building permits for the subdivision until the above referenced excess costs have been paid to the City and the warranty amount (10% of the total cost of improvements) has been restored.

This agreement does not supersede, but implements the Developer's Agreement with the City, and the Fruit Heights City Subdivision Ordinances, and all

other ordinances and regulations applicable to the subdivision of land and construction of improvements, homes or other units thereon. Developer agrees to comply in all respects with the provisions of said Agreement and said Ordinances. No provision of this agreement shall limit the City in its rights or remedies under the Developer's Agreement with the City or said Subdivision Ordinances or other applicable building ordinances or regulations.


The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns, or any parties legally acquiring the parties' interest through foreclosure, trust deed, sale, Bankruptcy, or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including reasonable attorney fees.

**In witness whereof**, the undersigned parties have executed this agreement this \_\_\_\_ day of January, 2007.

ESCROW:  
BARNES BANK, INC.

By: \_\_\_\_\_  
Dale Smith  
Its:

DEVELOPER:  
Fox Creek, L.L.C.

By:  \_\_\_\_\_  
Rulon Gardner  
Its: Manager

CITY:  
FRUIT HEIGHTS CITY

By:  \_\_\_\_\_  
Todd Stevenson  
Its: Mayor

ATTEST:

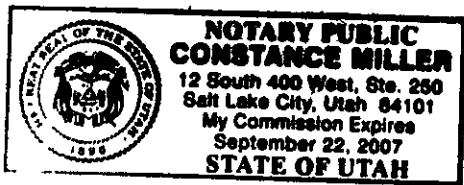
By: Brandon Green  
Brandon Green  
Its: City Recorder

APPROVED:

By: \_\_\_\_\_  
Kent L. Jones  
Its: City Engineer

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )

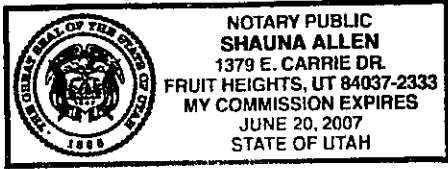
The above instrument was acknowledged before me by Rulon C. Gardner, a Manager of Fox Creek L.L.C., this 7<sup>th</sup> day of MARCH, 2007.



Constance Miller  
Notary Public  
Residing in Salt Lake County

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )

The above instrument was acknowledged before me by Todd Stevenson, the Mayor of Fruit Heights City, this 20<sup>th</sup> day of MAR, 2007.



*Shauna Allen*  
 \_\_\_\_\_  
 Notary Public  
 Residing in *Davis County*

STATE OF UTAH                    )  
   ):SS  
 COUNTY OF DAVIS                )

The above instrument was acknowledged before me by Dale Smith,  
 Officer of Barnes Bank, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Notary Public  
 Residing in  
 \_\_\_\_\_

**LANES END FARM COST ESTIMATE**

January 19, 2007


**SUMMARY - TOTAL REQUIRED IMPROVEMENTS**

PHASE 1 SUBTOTAL	PHASE 2 SUBTOTAL	LAND DRAIN SUBTOTAL	TOTAL IMPROVEMENT COSTS	15% CONTINGENCY	10% GUARANTEE	TOTAL
\$719,142.92	\$400,920.79	\$94,198.80	\$1,214,262.51	\$182,139.38	\$121,426.25	\$1,517,828.14

**SUMMARY - ITEMS REMAINING**

PHASE 1 - "Items Remaining" SUBTOTAL	PHASE 2 "Items Remaining" SUBTOTAL	LAND DRAIN "Items Remaining" SUBTOTAL	IMPROVEMENTS REMAINING	15% CONTINGENCY	10% GUARANTEE	TOTAL APPROVED ESCROW AMOUNT
\$291,928.92	\$177,989.29	\$6,850.00	\$476,768.21	\$182,139.38	\$121,426.25	\$780,333.84

**SUBDIVISION COST ESTIMATE APPROVAL**

  
 Kent L. Jones, P.E.  
 Consulting City Engineer

Date: January 19, 2007

## LANES END FARM COST ESTIMATE

January 19, 2007

## PHASE 1

## WATER

8" Ductile Iron pipe and fittings	2625	LF	\$23.00	\$60,375.00
6" Fire hydrant with Acc Valve	7	EA	\$2,500.00	\$17,500.00
8" Gate Valve w/box	5	EA	\$700.00	\$3,500.00
1" Service Laterals	27	EA	\$500.00	\$13,500.00
Valve Collars	12	EA	\$225.00	\$2,700.00
Testing	1	LS	\$700.00	\$700.00
Tie Into existing	1	EA	\$750.00	\$750.00
<b>WATER SUBTOTAL =</b>				<b>\$99,025.00</b>

## SECONDARY WATER

8" C 900 PVC	1105	LF	\$23.00	\$25,415.00
6" C 900 PVC	1402	LF	\$20.00	\$28,040.00
4" C 900 PVC	147	LF	\$15.00	\$2,205.00
8" Gate Valves	2	EA	\$700.00	\$1,400.00
6" Gate Valves	3	EA	\$650.00	\$1,950.00
4" Gate Valves	1	EA	\$600.00	\$600.00
Service Laterals (Double)	13	EA	\$450.00	\$5,850.00
Service Laterals (Single)	4	EA	\$300.00	\$1,200.00
Connect to Existing	2	EA	\$1,000.00	\$2,000.00
Valve Collars	6	EA	\$225.00	\$1,350.00
24" Pipe	0.75	LS	\$60,000.00	\$45,000.00
PRV	1	EA	\$30,000.00	\$30,000.00
Testing	1	LS	\$700.00	\$700.00
<b>SECONDARY WATER SUBTOTAL =</b>				<b>\$145,710.00</b>

## SANITARY SEWER

8" PVC Pipe and Fittings	2008	LF	\$20.50	\$41,164.00
5' Diameter Manhole	2	EA	\$3,555.00	\$7,110.00
4' Diameter Manhole	12	EA	\$1,825.00	\$21,900.00
4" Service Laterals	27	EA	\$475.00	\$12,825.00
Manhole Collars	14	EA	\$325.00	\$4,550.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>SANITARY SEWER SUBTOTAL =</b>				<b>\$88,549.00</b>

## STORM DRAIN

15" RCP	380	LF	\$22.00	\$8,360.00
18" RCP	140	LF	\$27.50	\$3,850.00
Type IV Catch Basin	6	EA	\$1,350.00	\$8,100.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>STORM DRAIN SUBTOTAL =</b>				<b>\$21,310.00</b>

## SITWORK

Rough Cut Right of Way	1	LS	\$16,500.00	\$16,500.00
30" Curb & Gutter	5410	LF	\$12.00	\$64,920.00
6' Sidewalk	4985	LF	\$15.00	\$74,775.00
8" Roadbase	105356	SF	\$0.75	\$79,017.00
3" Asphalt	96546	SF	\$1.02	\$98,476.92
ADA Ramps	8	EA	\$1,000.00	\$8,000.00
20' Drive Approach	120	SF	\$3.00	\$360.00
Monuments	8	EA	\$250.00	\$2,000.00
Street Lights	4	EA	\$2,750.00	\$11,000.00
Street Signs	4	EA	\$500.00	\$2,000.00
Island	1	EA	\$1,500.00	\$1,500.00
<b>SITWORK SUBTOTAL =</b>				<b>\$358,548.92</b>

## OTHER

Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00
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**PHASE 1 SUBTOTAL = \$719,142.92**

## LANES END FARM COST ESTIMATE

January 19, 2007

## PHASE 2

## WATER

8" Ductile Iron pipe and fittings	1050	LF	\$23.00	\$24,150.00
6" Fire hydrant with Acc. Valve	3	EA	\$2,500.00	\$7,500.00
8" Gate Valve w/box	2	EA	\$700.00	\$1,400.00
1" Service Laterals	16	EA	\$500.00	\$8,000.00
8" Cap at Baer Creek	1	EA	\$350.00	\$350.00
8" DIP from PRV to Baer Creek	235	LF	\$24.98	\$5,870.30
Cut right of way to Baer Creek	1	EA	\$2,500.00	\$2,500.00
Culinary Water PRV	1	EA	\$40,000.00	\$40,000.00
Valve Collars	5	EA	\$225.00	\$1,125.00
Testing	1	LS	\$700.00	\$700.00
<b>WATER SUBTOTAL =</b>				<b>\$91,595.30</b>

## SECONDARY WATER

6" C 900 PVC	1050	LF	\$20.00	\$21,000.00
6" Gate Valves	2	EA	\$650.00	\$1,300.00
Service Laterals (Double)	6	EA	\$450.00	\$2,700.00
Service Laterals (Single)	4	EA	\$300.00	\$1,200.00
Connect to Existing	1	EA	\$1,000.00	\$1,000.00
Irrigation drain into Storm Drain	1	EA	\$650.00	\$650.00
Valve Collars	2	EA	\$225.00	\$450.00
24" Pipe	0.25	LS	\$60,000.00	\$15,000.00
Testing	1	LS	\$700.00	\$700.00
<b>SECONDARY WATER SUBTOTAL =</b>				<b>\$44,000.00</b>

## SANITARY SEWER

8" PVC Pipe and Fittings	1055	LF	\$20.50	\$21,627.50
5' Diameter Manhole	1	EA	\$3,555.00	\$3,555.00
4' Diameter Manhole	6	EA	\$1,825.00	\$10,950.00
4" Service Laterals	16	EA	\$475.00	\$7,600.00
Manhole Collars	7	EA	\$325.00	\$2,275.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>SANITARY SEWER SUBTOTAL =</b>				<b>\$47,007.50</b>

## STORM DRAIN

15" RCP	115	LF	\$22.00	\$2,530.00
18" RCP	400	LF	\$27.50	\$11,000.00
21" RCP	386	LF	\$29.00	\$11,194.00
Type IV Catch Basin	6	EA	\$1,350.00	\$8,100.00
Double Catch Basin	2	EA	\$1,650.00	\$3,300.00
4' Manhole	3	EA	\$1,650.00	\$4,950.00
Combo Box	1	EA	\$2,475.00	\$2,475.00
Manhole Collars	4	EA	\$325.00	\$1,300.00
18" RCP to Baer Creek	160	LF	\$27.50	\$4,400.00
Outlet to Baer Creek (np rap)	1	LS	\$1,825.00	\$1,825.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>STORM DRAIN SUBTOTAL =</b>				<b>\$52,074.00</b>

## SITWORK

Rough Cut Right of Way	1	LS	\$9,500.00	\$9,500.00
30" Curb & Gutter	2225	LF	\$12.00	\$26,700.00
6' Sidewalk	2245	LF	\$15.00	\$33,675.00
8" Roadbase	43561	SF	\$0.75	\$32,670.75
3" Asphalt	40562	SF	\$1.02	\$41,373.24
8" Concrete bridge over gas lines	1	LS	\$6,325.00	\$6,325.00
ADA Ramps	2	EA	\$1,000.00	\$2,000.00
Monuments	6	EA	\$250.00	\$1,500.00
Street Lights	2	EA	\$2,750.00	\$5,500.00
Street Signs	2	EA	\$500.00	\$1,000.00
<b>SITWORK SUBTOTAL =</b>				<b>\$160,243.99</b>

## OTHER

Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00
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**PHASE 2 SUBTOTAL = \$400,920.79**

**LANES END FARM COST ESTIMATE**

January 19, 2007

**LAND DRAIN - PHASE 1 & PHASE 2****LAND DRAIN**

12" PVC Pipe	1123	LF	\$25.60	\$28,748.80
8" PVC Pipe	320	LF	\$20.50	\$6,560.00
48" Manhole	15	LF	\$1,825.00	\$27,375.00
60" Manhole	3	EA	\$3,555.00	\$10,665.00
6" Service lateral (in SD Main)	7	EA	\$650.00	\$4,550.00
6" Service lateral (in 12" Main)	9	EA	\$575.00	\$5,175.00
6" Service lateral (in 8" Main)	9	EA	\$475.00	\$4,275.00
Manhole Collars	18	EA	\$325.00	\$5,850.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>LAND DRAIN SUBTOTAL =</b>				<b>\$94,198.80</b>



## LANES END FARM COST ESTIMATE

January 19, 2007

## PHASE 1 - Items Remaining

## WATER

Valve Collars	12	EA	\$225.00	\$2,700.00
Testing	1	LS	\$700.00	\$700.00
<b>WATER SUBTOTAL =</b>				<b>\$3,400.00</b>

## SECONDARY WATER

Valve Collars	6	EA	\$225.00	\$1,350.00
<b>SECONDARY WATER SUBTOTAL =</b>				<b>\$1,350.00</b>

## SANITARY SEWER

Manhole Collars	14	EA	\$325.00	\$4,550.00
<b>SANITARY SEWER SUBTOTAL =</b>				<b>\$4,550.00</b>

## STORM DRAIN

Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>STORM DRAIN SUBTOTAL =</b>				<b>\$1,000.00</b>

## SITework

6" Sidewalk	4985	LF	\$15.00	\$74,775.00
8" Roadbase	105356	SF	\$0.75	\$79,017.00
3" Asphalt	96546	SF	\$1.02	\$98,476.92
ADA Ramps	8	EA	\$1,000.00	\$8,000.00
20' Drive Approach	120	SF	\$3.00	\$360.00
Monuments	8	EA	\$250.00	\$2,000.00
Street Lights	4	EA	\$2,750.00	\$11,000.00
Street Signs	4	EA	\$500.00	\$2,000.00
<b>SITework SUBTOTAL =</b>				<b>\$275,628.92</b>

## OTHER

Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00
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**PHASE 1 SUBTOTAL = \$291,928.92**

**LANES END FARM COST ESTIMATE**

January 19, 2007

**PHASE 2 - Items Remaining****WATER**

8" Cap at Baer Creek	1	EA	\$350.00	\$350.00
8" DIP from PRV to Baer Creek	235	LF	\$24.98	\$5,870.30
Cut right of way to Baer Creek	1	EA	\$2,500.00	\$2,500.00
Culinary Water PRV	1	EA	\$40,000.00	\$40,000.00
Valve Collars	5	EA	\$225.00	\$1,125.00
Testing	1	LS	\$700.00	\$700.00
<b>WATER SUBTOTAL =</b>				<b>\$50,545.30</b>

**SECONDARY WATER**

Valve Collars	2	EA	\$225.00	\$450.00
<b>SECONDARY WATER SUBTOTAL =</b>				<b>\$450.00</b>

**SANITARY SEWER**

Manhole Collars	7	EA	\$325.00	\$2,275.00
<b>SANITARY SEWER SUBTOTAL =</b>				<b>\$2,275.00</b>

**STORM DRAIN**

Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>STORM DRAIN SUBTOTAL =</b>				<b>\$1,000.00</b>

**SITWORK**

6' Sidewalk	2245	LF	\$15.00	\$33,675.00
8" Roadbase	43561	SF	\$0.75	\$32,670.75
3" Asphalt	40562	SF	\$1.02	\$41,373.24
ADA Ramps	2	EA	\$1,000.00	\$2,000.00
Monuments	6	EA	\$250.00	\$1,500.00
Street Lights	2	EA	\$2,750.00	\$5,500.00
Street Signs	2	EA	\$500.00	\$1,000.00
<b>SITWORK SUBTOTAL =</b>				<b>\$117,718.99</b>

**OTHER**

Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00
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**PHASE 2 SUBTOTAL = \$177,989.29**

**LANES END FARM COST ESTIMATE**

January 19, 2007

**LAND DRAIN - PHASE 1 & PHASE 2 - Items Remaining****LAND DRAIN**

Manhole Collars	18	EA	\$325.00	\$5,850.00
Flush/Test/TV	1	LS	\$1,000.00	\$1,000.00
<b>LAND DRAIN SUBTOTAL =</b>				<b>\$6,850.00</b>

**LANES END FARM - PARCEL A****MARCH 2, 2007****EXHIBIT G****Shared Portion of Improvement Costs**

Description	Quantity	Unit	Unit Price	Total Amount
<b>WATER</b> 8" Ductile Iron pipe and fittings	199	LF	\$23.00	\$4,577.00
<b>SECONDARY WATER</b> 8" C 900 PVC	199	LF	\$23.00	\$4,577.00
<b>SEWER</b> 8" PVC Pipe and Fittings	199	LF	\$20.50	\$4,079.50
<b>LAND DRAIN</b> 12" PVC Pipe	199	LF	\$25.60	\$5,094.40
<b>STORM DRAIN</b> 18" RCP	199	LF	\$27.50	\$5,472.50
<b>STREET</b> 30" Curb & Gutter	398	LF	\$12.00	\$4,776.00
6' Sidewalk	398	LF	\$15.00	\$5,970.00
8" Roadbase	7,164	SF	\$0.75	\$5,373.00
3" Asphalt	7,164	SF	\$1.02	\$7,307.28
<b>TOTAL IMPROVEMENT COSTS =</b>				<b>\$47,226.68</b>
<b>PARCEL A TOTAL (50%) =</b>				<b>\$23,613.34</b>

**Land Costs**

Land area occupied by half of a 60' ROW - 30' x 199' (equal to approx. \$223,463/ac.)	5,970	SF	\$5.13	\$30,626.10
Land area of Parcel A (equal to approx. \$223,463/ac.)	3,080	SF	\$5.13	\$15,800.40
<b>TOTAL LAND COSTS =</b>				<b>\$46,426.50</b>

**TOTAL COSTS = \$70,039.84**