

When completed return to:
 South Davis Sewer District
 PO Box 140111
 Salt Lake City UT 84114-0111

RETURNED
 DEC 1 / 2007

E 2327823 B 4429 P 665-671
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 12/14/2007 12:59 PM
 FEE \$107.00 Pgs: 7
 DEP RT REC'D FOR SOUTH DAVIS SEWER

**NOTICE OF WARNING
 BUILDING SEWER STANDARDS WAIVER**

This Agreement is entered into effective this 3rd day of December, 2007, by and between the SOUTH DAVIS SEWER DISTRICT ("District") and WOODSIDE BERKELEY, L.L.C., a Utah Limited Liability Company ("Owner") and the heirs, successors and assigns of Owner.

The parties covenant and agree as follows:

1. This Agreement covers all Buildings and all Units located in BERKELEY NORTH P.U.D. according to the Official Plat thereof recorded in the office of the Recorder of Davis County, Utah, more particularly described in attached Exhibit "A" which is incorporated herein by this reference (the "Parcel"). Owner represents and warrants that Owner is the fee title and beneficial owner of Parcel in its entirety.

2. District, a supplier of sanitary sewer services, pursuant to Resolution No. 105-2, paragraph 3, "Regulations for Use of Public Sewer," requires a separate service lateral or building sewer to connect each single "living or building" unit to the public sewer. Owner has requested and District is willing to grant an exception to allow two or more living units (which may be in the same building) or buildings within the Parcel to be connected to the same sewer lateral conditioned upon the requirements of this Agreement.

3. Owner acknowledges that, while sewer service laterals installed as allowed in paragraph 2 arguably may satisfy International Plumbing Code § 701.3, such installation does not meet District standards. It is not uncommon for sanitary sewer blockage and overflows to result from the use of a common sewer lateral. Owner and Owner's heirs, successors and assigns covenant and agree to assume all risk and liability for damage from sanitary sewer blockage and overflows, excluding only blockage in the District's main sanitary sewer line that backs into a Parcel sewer lateral. All sewer laterals serving the Parcel shall at all times be and remain the property of Owner (including Owner's heirs, successors and assigns) and Owner and Owner's heirs, successors and assigns shall solely be responsible for the installation, repair, maintenance and replacement of the same. No connection may be made to the District's sewer main without express written permission from the District and the connection shall be made in accordance with the District's specifications and standards (including Resolution No. 104, as amended) and subject to District inspection and approval, all at the cost of Owner. Owner agrees to defend, indemnify and hold the District free and harmless from and against any loss, cost, damage, liability, claim or expense whatsoever arising or resulting directly or indirectly from sanitary sewer overflows relating to the use of one or more common building and/or living unit sewer laterals serving the Parcel.

4. This Agreement does not constitute a commitment by the District to provide sewer collection service to the Parcel or any part thereof. The District imposes requirements, including the payment of applicable impact and hookup fees, that must be satisfied before sewer service to the Parcel or part thereof will commence. Sewer service to the Parcel or part thereof shall at all times be subject to the policies, procedures, rules and regulations of the District, as modified or amended from time to time, and Owner agrees at all times to comply with the same.

5. This Agreement constitutes a covenant running with the land and shall be binding on all parties to this Agreement and all persons claiming by, through or under them and, in particular, shall be binding on all successive future owners of the Parcel, including portions thereof. All of the Parcel shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, improved and enjoyed pursuant and subject to the covenants, conditions, restrictions and requirements of this Agreement, each and all of which are declared and agreed to be for the benefit of the District. Each and all of the covenants, conditions, indemnifications and agreements contained herein shall be deemed and construed to be continuing and to run with the land and shall be a burden to the land and to Owner, Owner's successors and assigns, and to any entity or person acquiring, renting, leasing or owning an interest in all or any part of the Parcel, and to their respective heirs, personal representatives, successors and assigns, and shall benefit the District.

6. Should any mortgage or deed of trust be foreclosed on the Parcel or part thereof, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of the Parcel, or any part thereof, shall be subject to and bound by all of the covenants, conditions, indemnifications and agreements enumerated herein.

7. No waiver of any breach of any of the covenants, conditions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions and agreements; nor shall failure to enforce any one of such covenants, conditions and agreements be construed as a waiver of any other covenant, condition or agreement.

8. The acceptance of a deed on the Parcel, or any part thereof, shall constitute an acceptance of all of the terms, covenants, conditions, limitations and agreements set forth in this Agreement. Every entity and person who owns, occupies or acquires any right, title or estate in the Parcel, or any part thereof, shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and requirement contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Parcel or any portion thereof and, from and after acquisition of an interest in the Parcel, shall be bound as Owner under this Agreement respecting such interest the same as if the entity or person was an original signatory hereto.

9. District shall have the right to enforce any covenants, conditions or agreements contained herein by any appropriate means, at District's option.

10. The provisions of this Agreement shall be liberally construed to effectuate its purposes.

11. Attorney fees and costs shall be awarded to the substantially prevailing party in litigation arising hereunder.

12. It is expressly agreed that, if any covenant, condition or agreement herein contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

13. This Agreement may, in District's sole discretion, be recorded in the office of the Davis County, Utah Recorder. Any and all fees associated with such recording shall be paid by Owner to the District at signature and execution.

This Agreement is executed effective as of the date set forth above.

SOUTH DAVIS SEWER DISTRICT

WOODSIDE BERKELEY, L.L.C.,
a Utah Limited Liability Company

By: *Dal D. Wayment*
Dal D. Wayment, General Manager

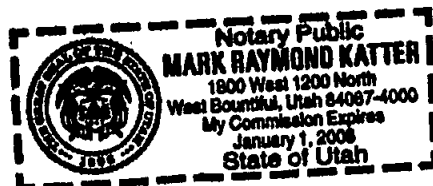
By Its Manager:
WOODSIDE HOMES CORPORATION,
a Utah Corporation

By: *Nathan W. Pugsley*
Nathan W. Pugsley, President

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

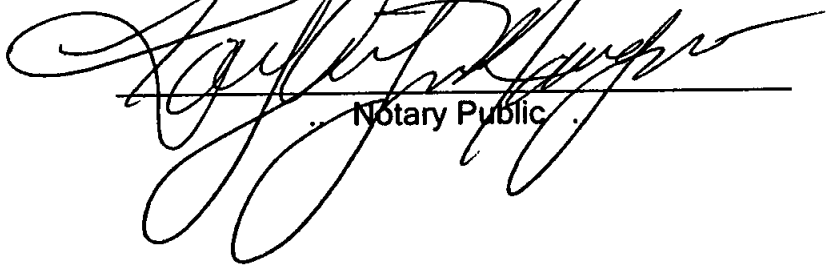
On the 11TH day of December, 2007, personally appeared before me DAL D. WAYMENT, who, being by me duly sworn, did say that he is the General Manager of the SOUTH DAVIS SEWER DISTRICT and that the foregoing instrument was signed on behalf of the South Davis Sewer District.

Mark Raymond Katter
.. Notary Public ..



STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On the 3rd day of December, 2007, personally appeared before me NATHAN W. PUGSLEY, who being by me duly sworn did say that he is President of WOODSIDE HOMES CORPORATION, which corporation is the manager of WOODSIDE BERKELEY, L.L.C., a Utah Limited Liability Company, the entity that executed the foregoing instrument, and said instrument was signed by him by authority of its by-laws (or by authorize of a resolution of its board of directors as the case may be) on behalf of said corporation in its capacity of manager of said limited liability company.



Notary Public

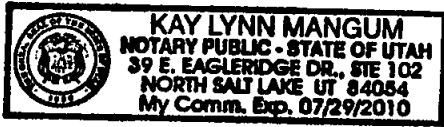


EXHIBIT "A"

LEGAL DESCRIPTION

BERKELEY NORTH P.U.D.

Located in the Southeast Quarter of Section 34, T2N, R1W, SLB&M,
 North Salt Lake City, Davis County, Utah,
 According to the official plat on file with the Davis County Recorder.

		06-291-
Unit 101	1152 N Sutton Drive	06-219-0101
Unit 102	1146 N Sutton Drive	06-219-0102
Unit 103	1140 N Sutton Drive	06-219-0103
Unit 104	1136 N Sutton Drive	06-219-0104
Unit 105	1132 N Sutton Drive	06-219-0105
Unit 106	1128 N Sutton Drive	06-219-0106
Unit 107	1122 N Sutton Drive	06-219-0107
Unit 108	1118 N Sutton Drive	06-219-0108
Unit 109	1114 N Sutton Drive	06-219-0109
Unit 110	1110 N Sutton Drive	06-219-0110
Unit 111	873 W Berkeley Drive	06-219-0111
Unit 112	877 W Berkeley Drive	06-219-0112
Unit 113	881 W Berkeley Drive	06-219-0113
Unit 114	885 W Berkeley Drive	06-219-0114
Unit 115	889 W Berkeley Drive	06-219-0115
Unit 116	893 W Berkeley Drive	06-219-0116
Unit 117	897 W Berkeley Drive	06-219-0117
Unit 118	907 W Berkeley Drive	06-219-0118
Unit 119	909 W Berkeley Drive	06-219-0119
Unit 120	911 W Berkeley Drive	06-219-0120
Unit 121	913 W Berkeley Drive	06-219-0121
Unit 122	917 W Berkeley Drive	06-219-0122
Unit 123	921 W Berkeley Drive	06-219-0123
Unit 124	923 W Berkeley Drive	06-219-0124
Unit 125	925 W Berkeley Drive	06-219-0125
Unit 126	927 W Berkeley Drive	06-219-0126
Unit 127	1131 N Chatteris Drive	06-219-0127
Unit 128	1135 N Chatteris Drive	06-219-0128
Unit 129	1139 N Chatteris Drive	06-219-0129
Unit 130	1143 N Chatteris Drive	06-219-0130
Unit 131	1147 N Chatteris Drive	06-219-0131
Unit 132	1151 N Chatteris Drive	06-219-0132
Unit 133	1155 N Chatteris Drive	06-219-0133
Unit 134	1159 N Chatteris Drive	06-219-0134

06-291-

Unit 135	1163 N Chatteris Drive	06-219-0135
Unit 136	1167 N Chatteris Drive	06-219-0136
Unit 137	916 W Halstead Drive	06-219-0137
Unit 138	912 W Halstead Drive	06-219-0138
Unit 139	910 W Halstead Drive	06-219-0139
Unit 140	908 W Halstead Drive	06-219-0140
Unit 141	906 W Halstead Drive	06-219-0141
Unit 142	904 W Halstead Drive	06-219-0142
Unit 143	902 W Halstead Drive	06-219-0143
Unit 144	898 W Halstead Drive	06-219-0144
Unit 145	904 W Halstead Drive	06-219-0145
Unit 146	890 W Halstead Drive	06-219-0146
Unit 147	888 W Halstead Drive	06-219-0147
Unit 148	884 W Halstead Drive	06-219-0148
Unit 149	880 W Halstead Drive	06-219-0149
Unit 150	876 W Halstead Drive	06-219-0150
Unit 151	870 W Halstead Drive	06-219-0151
Unit 152	866 W Halstead Drive	06-219-0152
Unit 153	862 W Halstead Drive	06-219-0153
Unit 154	858 W Halstead Drive	06-219-0154
Unit 155	854 W Halstead Drive	06-219-0155
Unit 156	850 W Halstead Drive	06-219-0156
Unit 157	913 W Halstead Drive	06-219-0157
Unit 158	911 W Halstead Drive	06-219-0158
Unit 159	909 W Halstead Drive	06-219-0159
Unit 160	907 W Halstead Drive	06-219-0160
Unit 161	905 W Halstead Drive	06-219-0161
Unit 162	903 W Halstead Drive	06-219-0162
Unit 163	901 W Halstead Drive	06-219-0163
Unit 164	897 W Halstead Drive	06-219-0164
Unit 165	893 W Halstead Drive	06-219-0165
Unit 166	891 W Halstead Drive	06-219-0166
Unit 167	889 W Halstead Drive	06-219-0167
Unit 168	885 W Halstead Drive	06-219-0168
Unit 169	881 W Halstead Drive	06-219-0169
Unit 170	877 W Halstead Drive	06-219-0170
Unit 171	877 W Halstead Drive	06-219-0171
Unit 172	916 W Berkeley Drive	06-219-0172
Unit 173	914 W Berkeley Drive	06-219-0173
Unit 174	912 W Berkeley Drive	06-219-0174
Unit 175	910 W Berkeley Drive	06-219-0175
Unit 176	908 W Berkeley Drive	06-219-0176
Unit 177	906 W Berkeley Drive	06-219-0177
Unit 178	902 W Berkeley Drive	06-219-0178
Unit 179	898 W Berkeley Drive	06-219-0179

06-291

Unit 180	894 W Berkeley Drive	06-219-0180
Unit 181	892 W Berkeley Drive	06-219-0181
Unit 182	888 W Berkeley Drive	06-219-0182
Unit 183	884 W Berkeley Drive	06-219-0183
Unit 184	880 W Berkeley Drive	06-219-0184
Unit 185	876 W Berkeley Drive	06-219-0185
Unit 186	872 W Berkeley Drive	06-219-0186