

12-080-0095 pt

**DEVELOPMENT AGREEMENT FOR THE ANTELOPE'S EDGE CLEARFIELD
SUBDIVISION LOCATED AT APPROXIMATELY 500 WEST 1700 SOUTH,
CLEARFIELD, UTAH**

This Development Agreement ("Agreement") is made and entered into as of this 30th day of March, 2023, by and between Twenty-Five EIGHT Development, LLC (the "Developer"), and Clearfield City, a municipality and political subdivision of the State of Utah (the "City").

RECITALS:

A. The Developer has proposed development of approximately 6.59 acres of property located at approximately 500 West 1700 South in Clearfield, Davis County, Utah (all of parcel ID number 12-080-0092 and a 3.98 acre portion of parcel 12-080-0095), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"), 1.29 acres proposed to be located in the C-2 Zone and 5.30 acres proposed to be located in the R-3 Zone, and for which the Developer, through an application submitted on **June 8, 2022**, and conditionally approved by the City Council on **July 26, 2022**, has proposed development (the "Project") and presented a Development Plan (the "Development Plan"), which is attached hereto as Exhibit B and incorporated by this reference.

B. The City has required the execution of a Development Agreement between the Developer and the City in conjunction with the zone change, to facilitate orderly development of the commercial and residential areas of the subject properties.

C. The Parties acknowledge that the level of density accomplished in the Project would not be possible without the zone change and the promised quality of product and theme.

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

1. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.

2. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. Notwithstanding this section, the development application shall be consistent with the theme and plan established by this

Agreement, unless the City Council first approves such deviations, which shall serve as an amendment to this Agreement.

3. **Development Plan (Exhibit B)**. The Developer shall ensure all development is in conformance with the approved Development Plan which has been reviewed by the Planning Commission and City Council as part of the execution of this Agreement. The Development Plan (overall site plan) for the project is attached to this Agreement as Exhibit B and is incorporated by this reference. The conceptual design of the commercial lot shown on the Development Plan may change due to market demands and to address the specific needs of the commercial use on the lot.

4. **Order of Construction**. The City shall not be required to grant a Certificate of Occupancy for the final ten (10) residential homes until: 1) vertical construction (framing) has commenced on the commercial building located on the commercial lot at the corner of 500 West and 1700 South; and 2) until the Residential Amenities referenced in Section 8 of this agreement have been installed, constructed, or otherwise completed.

5. **Residential Development Theme (Exhibit C)**. The Developer has submitted themes proposed to govern the homes to be constructed within the subdivision in the Development Plan (Exhibit C). The Parties agree that the elevations provided are attached as concepts and illustrative themes only and may not comply with all City zoning and building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations, and designs must be approved by the City and must comply with all applicable City ordinances, codes and other requirements.

6. **Residential Architectural & Material Quality (Exhibit C)**. Notwithstanding any other provision of this Agreement, Developer shall strictly comply with the following requirements related to architectural thematic elements in the Project:

- a) Any exterior elevation(s) abutting a public road or shared driveway shall be 100% faced with a combination of brick, rock, stone and/or cementitious fiber board (Hardie board or similar).
- b) In no event shall vinyl or aluminum siding be used on any home's exterior.
- c) In order to provide aesthetic variety to the subdivision, specific themes as provided by Developer in the Development Plan shall be utilized, in the following proportions: Mountain Modern – 33% of project (14 units); Cubist – 33% of project (14 units); Prairie – 33% of project (14 units).
- d) Homes with the same theme shall not be allowed adjacent to each other on the same side of the street, driveway, or in a repeating pattern.
- e) No two homes in the subdivision shall have the same combination of theme, color and masonry.
- f) All homes shall include a two-car garage with minimum dimensions of 20' x 20' with a minimum of an 18' wide garage door and a 20' driveway.

7. **Landscaping (Exhibit D)**. The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces. Landscaping shall comply with the landscape standards in Chapter 11-21 of the Clearfield City Municipal Code with special emphasis given to water-wise landscaping and ensuring turf areas are usable and not just decorative in nature. The Developer agrees to install a 6' privacy fence between the residential portion of the project and the neighboring R-1-8 homes. Additionally, with the exception of where cross access is shown in the Development Plan, the Developer agrees to fence between the residential portion of this project and the neighboring commercial properties. Developer agrees to the installation of street trees along 500 West, in accordance with municipal standards and ordinances.

8. **Residential Amenities (Exhibit D)**. The Developer shall install the amenities indicated on the Development Plan, which specifically includes at a minimum the following:

- 8.1. One (1) pickleball court (with removable net system, per Fire Department);
- 8.2. One (1) half-court basketball court (key and standard only);
- 8.3. Two (2) shuffleboard courts;
- 8.4. One (1) picnic arbor with at least one (1) table and one (1) barbeque grill;
- 8.5. One (1) playground area "tot lot;"

Once installed, the maintenance of the amenities shall be the sole responsibility of the applicable homeowner's association. Substitution or change of an amenity shall require an amendment of this Agreement.

9. **Residential Project and Lot Standards (Exhibit B)**. Notwithstanding contrary provisions in Section 11-9 of the Clearfield Municipal Code, all lots for this Project meeting the standards set forth herein are acceptable and shall be deemed to meet or exceed the standards set forth in the City Code for purposes of site plan, preliminary plat, and final plat reviews.

- 9.1. **Building Type**. All residential buildings in the Project shall be single family detached homes. No attached or multi-family housing shall be permitted.
- 9.2. **Density**. The lots in the Project represent a density of 7.92 units per acre. The maximum number of lots in the Project is 42.
- 9.3. **Lot Size**. No lot shall be smaller than 4,000 square feet.
- 9.4. **Lot Width and Lot Frontage**. All lots shall have a width and frontage of no less than forty feet (40').
- 9.5. **Front Yard**. The minimum front yard setback for all homes shall be twenty feet (20').
- 9.6. **Side Yard**. The minimum side yard setback shall be five feet (5') per side and ten feet (10') on lots adjacent to 500 West street. Notwithstanding the forgoing, where a side yard abuts an existing lot with an R-1-8 zoning designation, the side yard or the distance between the foundation and the R-1-8 neighbor's property line shall be a minimum of 13'.
- 9.7. **Rear Yard**. The minimum rear yard setback shall be fifteen feet (15'), with one exception the South-westernmost lot, which may have a rear yard setback of ten feet (10').

- 9.8. **Common Space.** The Project contains 12% of landscaped common spaces which is hereby deemed to meet all applicable standards of the City Code and R-3 Zone with regards to the Project.
- 9.9. **Building Height.** Buildings built within the Project shall be limited to two stories above grade and no more than 35 feet in height.
- 9.10. **Layout, Circulation and Connectivity.** The layout of the Project as shown in the Development Plan, attached hereto as Exhibit B and incorporated by reference, is approved by the City.

10. **Residential Onsite Improvements**

- 10.1. Shared driveways within the Project shall have a minimum width of thirty feet (30') which includes a 26" drive isle and (2) 2' curbs.
- 10.2. The Developer agrees, and the final plat shall indicate, that no objects or structures shall be placed permanently within or attached to the ground within the turnaround areas designated for fire department access.
- 10.3. The Developer agrees to limit on-street parking by prohibiting parking on at least one side of all shared driveways, which shall be the fire turnaround side. The developer shall install at least one sign per shared driveway to communicate this limit.
- 10.4. On the parking prohibited side of the shared driveway, the Developer shall paint and label a pedestrian walkway with solid green paint. This walkway shall be 3' to 4' in width and shall run the length of the driveway. This walkway will be located within the 30' cross section of the shared driveway, not in addition to the 30' cross section. Additionally, the Developer shall be responsible to maintain any required fire lane signage and markings on the pavement during development, and the HOA shall be required to accept the transfer of maintenance responsibilities for both fire markings and the walkway markings once the HOA is established.
- 10.5. Visitor parking stalls shall be provided at a minimum rate of 0.25 stalls per lot, bringing the total parking ratio to 4.25 per lot.
- 10.6. All utilities and lines on the Property are private and shall be maintained by either the private property owners or the HOA, as they may agree.
- 10.7. It is anticipated that the Developer shall be required to cut into 500 West in order to connect utilities to the City's system. 500 West shall be repaired in accordance with City's Standards and Specifications.
- 10.8. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Clearfield City Engineering Standards and Specifications.

11. **Residential Homeowner Association.** The Developer warrants and provides assurances that all landscaping, shared driveways, and amenities located within the residential portion of the Project shall be maintained by a private Homeowner's Association. All costs of landscaping, shared driveways and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the Homeowner's Association. The City

shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

12. **Homeowner Association Success.** To help ensure the long-term viability and success of the Homeowner Association:

- 12.1. The HOA shall maintain Property Insurance covering the common areas and all buildings, fixtures, utilities and equipment therein and thereon that are the obligation of the HOA to maintain. Additionally, the HOA shall maintain Comprehensive General Liability Insurance, Director's and Officer's Insurance and Theft and Embezzlement Insurance.
- 12.2. A 3rd party Reserve Study shall be completed to determine adequate reserve funding. City public works staff shall have the opportunity to review and approve the Reserve Study, such approval to not be unreasonably withheld.
- 12.3. Before the HOA can transition away from Declarant control, the HOA reserve account must be funded at the level recommended by the Reserve Study.
- 12.4. After the period of Declarant control the HOA shall be managed by a 3rd party HOA Management Company, which must:
 - 12.4.1. Have been in business for a minimum of 5 years with their primary business being community management;
 - 12.4.2. Be current members of both the local and national chapters of the Community Association Institute (CAI);
 - 12.4.3. Have a minimum of 5 employees;
 - 12.4.4. Be staffed with employees having a minimum certification designation of CMCA;
 - 12.4.5. Be currently licensed, insured and in good standing with both the State of Utah and Clearfield City; and
 - 12.4.6. Carry a minimum of 1 million dollars insurance for liability and fidelity.

13. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

14. **Vested Rights.** The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement. Notwithstanding this section,

the development application shall not be inconsistent with the themes and plan established by this Agreement, without prior City Council approval of that application, which shall serve as an amendment to this Agreement.

15. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement.

16. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

17. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Twenty-Five EIGHT Development, LLC
Attn: Josh Hughes
3445 West 1700 South, Suite 200
Syracuse, UT 84075

To the City:

Clearfield City Recorder
55 South State Street
Clearfield, Utah 84015

With a Copy to:

Clearfield City Attorney
55 South State Street
Clearfield, UT 84015

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

19. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

20. **General Terms and Conditions.**

20.1. **Termination.** The Parties may, by written Agreement, terminate this Development Agreement by mutual consent. Such termination shall be in writing, including a resolution by the Council agreeing to the termination.

20.2. **Default & Limited Remedies.** If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

20.3. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

20.4. **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes or the approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.


20.5. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division. The prevailing party shall be entitled to its attorney's fees and costs against the non-prevailing party.

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

(Signatures begin on following page)

**TWENTY-FIVE EIGHT
DEVELOPMENT, LLC**

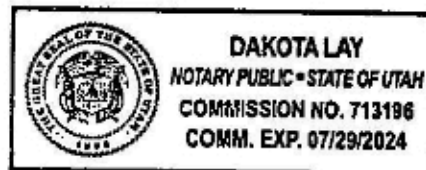
By:


Joshua E. Hughes, Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 23 day of March, 2023 personally appeared before me Joshua E. Hughes, the authorized signer and trustee of Twenty-Five EIGHT Development, LLC, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.


Notary Public

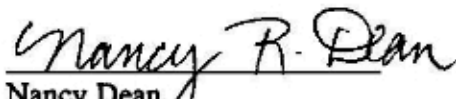




CLEARFIELD CITY

By 
Mark Shepherd, Mayor

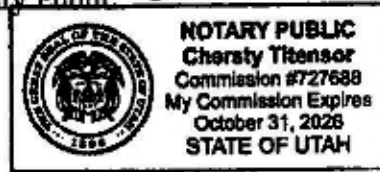
Attest:


Nancy Dean
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 30 day of March, 2023, personally appeared before me Mayor Mark Shepherd, the authorized signer of Clearfield City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Clearfield City, and who duly acknowledged to me that he executed the same for the purposes therein stated.


Notary Public



Approved as to Form:


Stuart Williams
City Attorney

EXHIBIT A

PROPERTY AFFECTED BY THIS AGREEMENT

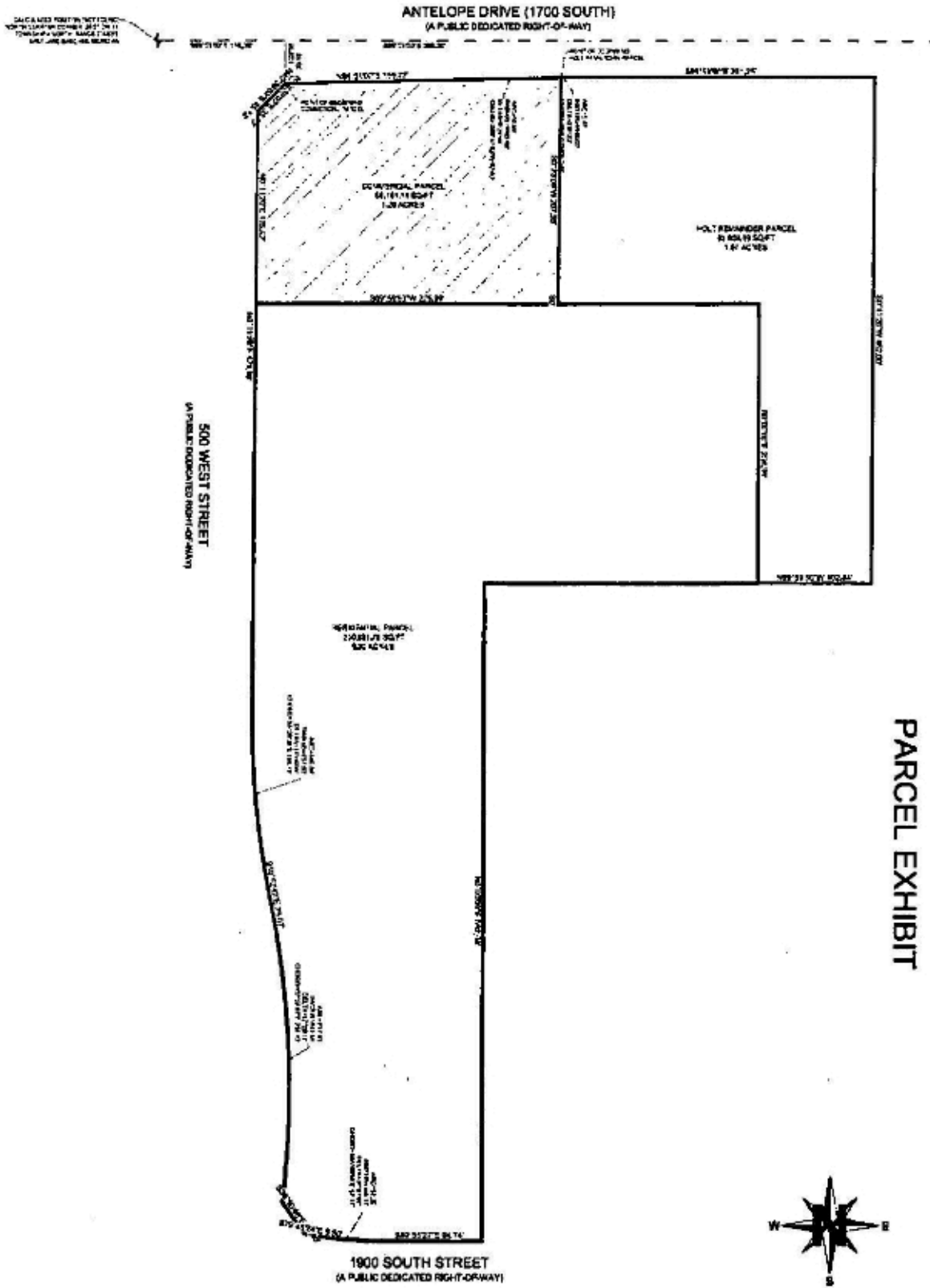


EXHIBIT A (continued)

A LEGAL DESCRIPTION FOR COMMERCIAL PARCEL

10x 12.050-
2095

A TRACT OF LAND THAT IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE (AKA 1700 SOUTH STREET), SAID POINT BEING SOUTH 89°59'50" EAST 116.08 FEET AND SOUTH 00°11'26" WEST 39.18 FEET FROM THE NORTH QUARTER CORNER, SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: NORTH 88°31'07" EAST 159.72 FEET TO A POINT ON A 9945.00 FOOT RADIUS CURVE; THENCE 92.49 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°31'58" (WHICH LONG CHORD BEARS NORTH 88°47'03" EAST 92.49 FEET); THENCE SOUTH 00°23'00" WEST 207.55 FEET; THENCE SOUTH 89°59'50" WEST 275.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF 500 WEST STREET; THENCE NORTH 00°11'26" EAST 175.62 FEET; THENCE NORTH 43°39'03" EAST 35.73 FEET TO THE POINT OF BEGINNING. (NAD83 ROTATION IS 00°21'06" CLOCKWISE)

COTNAINS 56,161.14 SQ/FT OR 1.29 ACRES

EXHIBIT A (continued)

A LEGAL DESCRIPTION FOR THE RESIDENTIAL PORTION

A TRACT OF LAND THAT IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 500 WEST STREET, SAID POINT BEING SOUTH 89°59'50" EAST 116.08 FEET AND SOUTH 00°11'26" WEST 39.18 FEET AND SOUTH 43°39'03" WEST 35.73 FEET; THENCE SOUTH 00°11'26" WEST 175.62 FEET FROM THE NORTH QUARTER CORNER, SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°59'50" EAST 459.72 FEET; THENCE SOUTH 254.38 FEET TO THE NORTH LINE OF ANTELOPE CROSSING NO. 5 SUBDIVISION AS RECORDED ON DECEMBER 15, 1995 AS ENTRY NO. 1217054 IN BOOK 1948 AT PAGE 75 DAVIS COUNTY RECORDERS OFFICE; THENCE NORTH 89°59'50" WEST ALONG THE NORTH LINE OF SAID ANTELOPE CROSSING NO. 5 SUBDIVISION 249.74 FEET TO SAID WEST LINE OF ANTELOPE CROSSING NO. 5 SUBDIVISION AND PART OF THE WEST LINE OF ANTELOPE CROSSING NO. 4 SUBDIVISION AS RECORDED ON DECEMBER 15, 1995 AS ENTRY NO. 1217054 IN BOOK 1948 AT PAGE 76 DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH ALONG SAID WEST LINES 592.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 1900 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 1900 SOUTH STREET AND ALSO ALONG SAID EAST RIGHT-OF-WAY LINE OF 500 WEST STREET THE FOLLOWING EIGHT (8) COURSES: NORTH 89°55'27" WEST 94.74 FEET TO A POINT OF A 304.17 FOOT RADIUS CURVE; THENCE NORTHWESTERLY 57.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°47'07" (WHICH LONG CHORD BEARS NORTH 85°00'58" WEST 57.17 FEET); THENCE NORTH 79°45'24" WEST 8.50 FEET; THENCE NORTH 36°50'46" WEST 34.40 FEET TO A POINT ON A 842.50 FOOT RADIUS NON-TANGENT CURVE; THENCE NORTHERLY 257.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°29'11" (WHICH LONG CHORD BEARS NORTH 02°08'07" WEST 256.13 FEET); THENCE NORTH 10°52'42" WEST 39.07 FEET TO A POINT ON A 757.50 FOOT RADIUS CURVE; THENCE NORTHERLY 146.34 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°04'08" (WHICH LONG CHORD BEARS NORTH 05°20'38" WEST 146.11 FEET); THENCE NORTH 00°11'26" EAST 372.46 FEET TO THE POINT OF BEGINNING. (NAD83 ROTATION IS 00°21'06" CLOCKWISE)

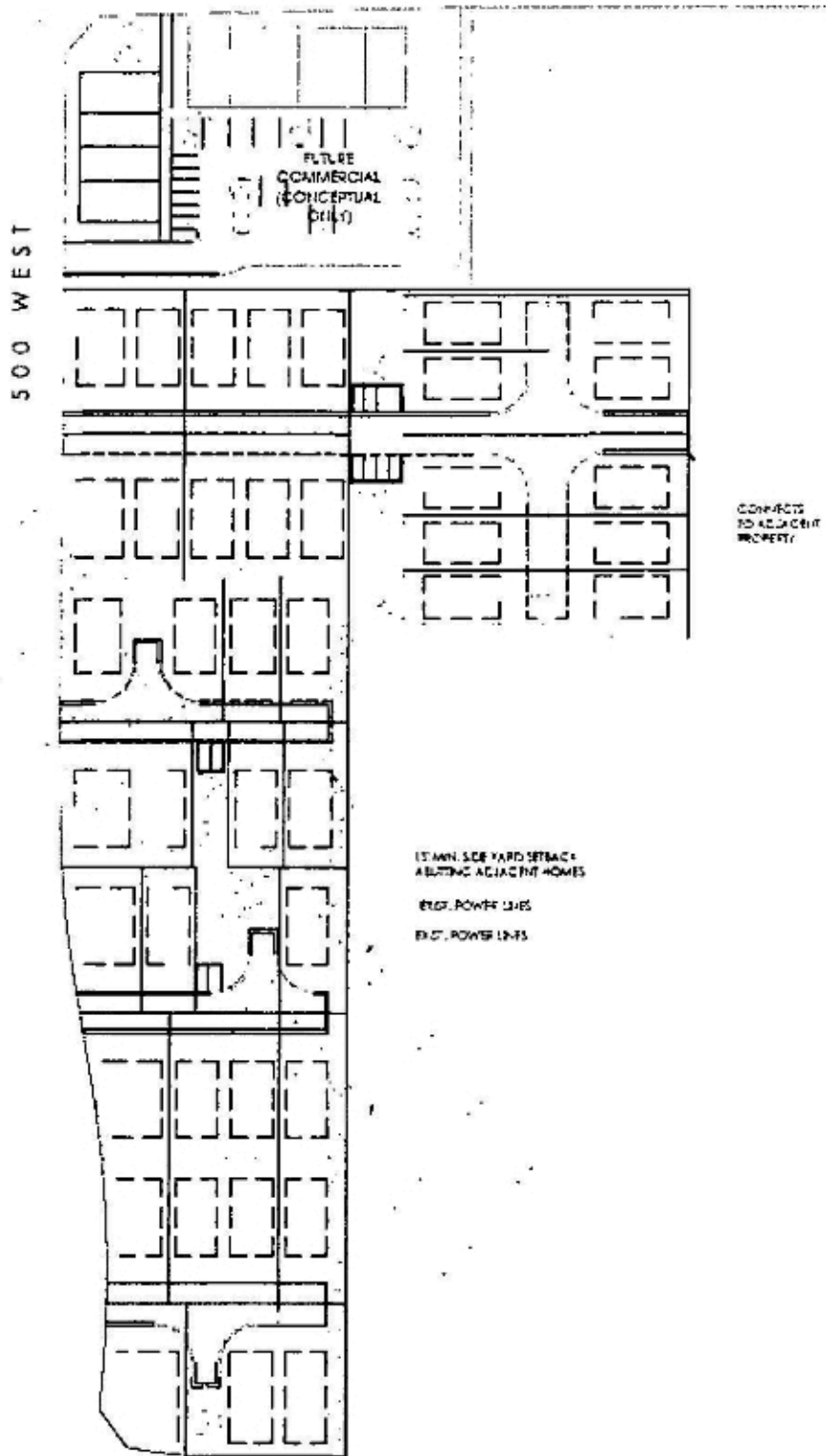
COTNAINS 230,881.78 SQ/FT OR 5.30 ACRES

pt 12-080-0095

EXHIBIT B

DEVELOPMENT PLAN

ANTELOPE DRIVE

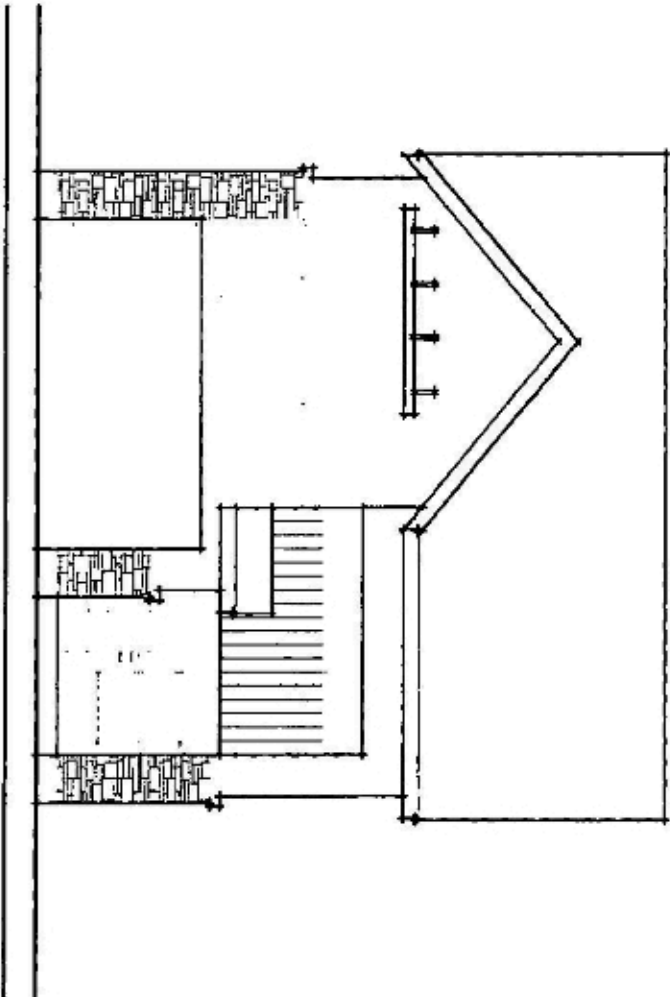
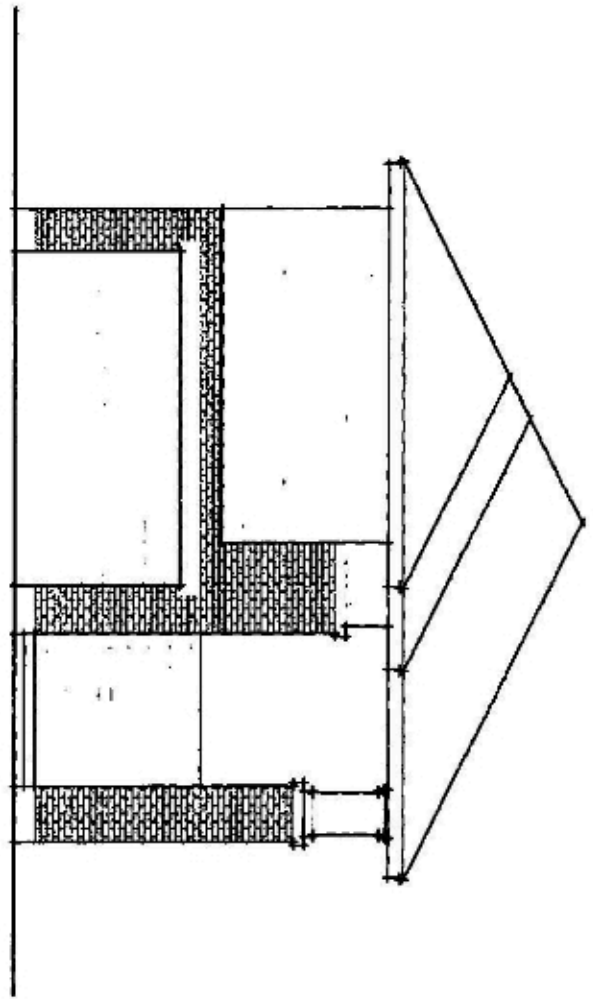
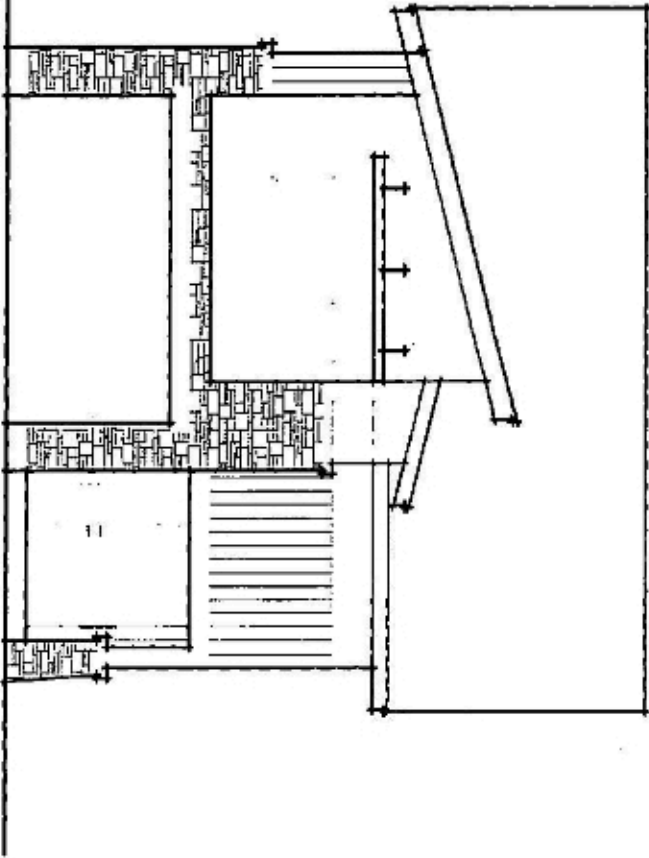


1900 SOUTH

EXHIBIT C

RESIDENTIAL THEME, ARCHITECTURAL AND MATERIALS QUALITY

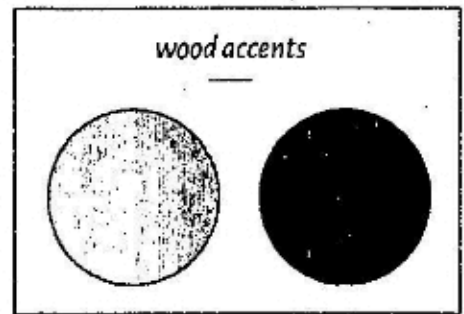
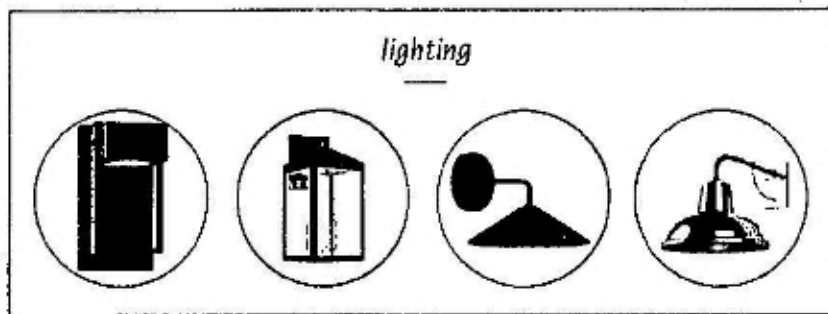
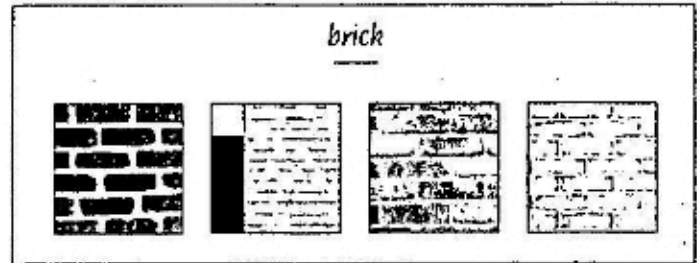
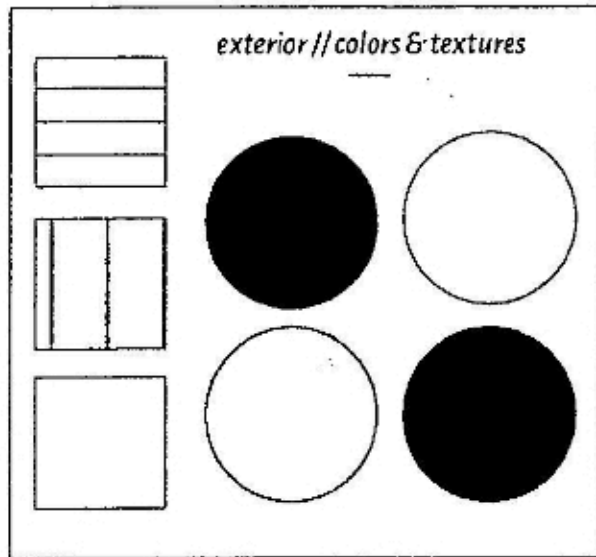
3525281
BK 8236 PG 611



PRAIRIE

3525281
BK 8236 PG 612

development theme // exterior elements

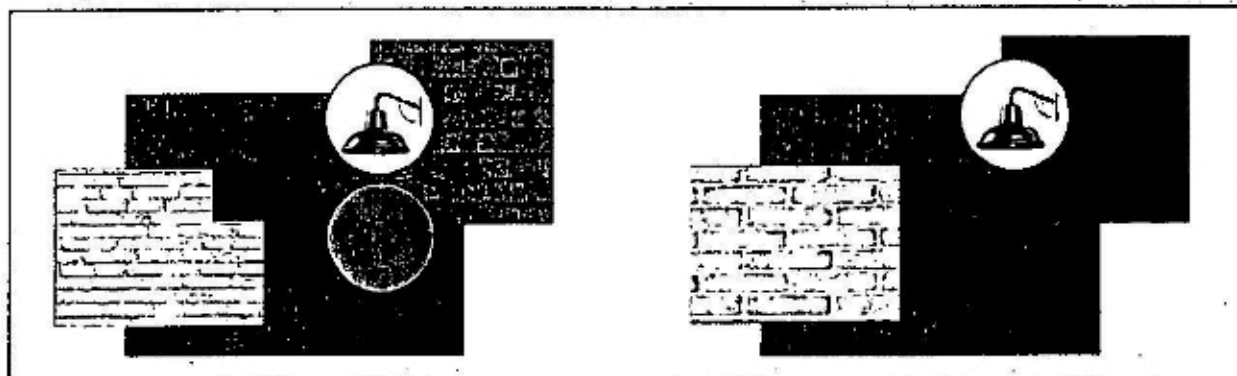
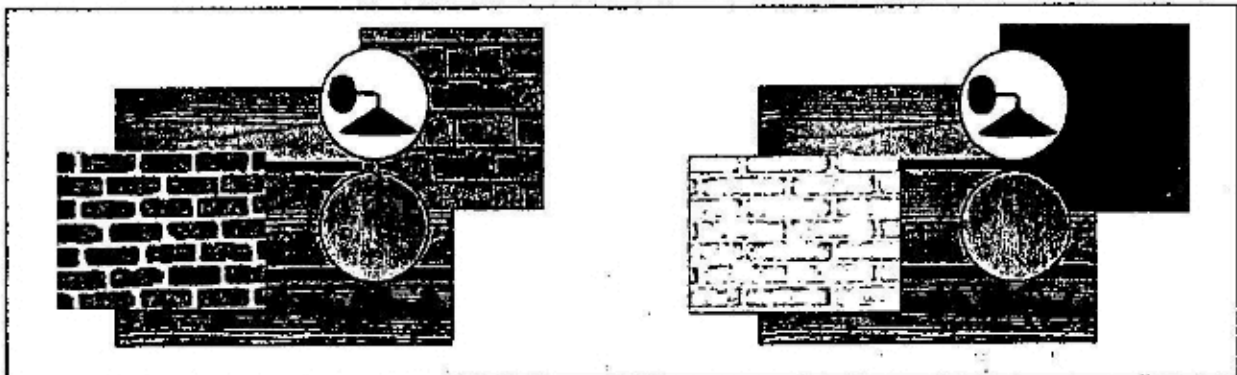
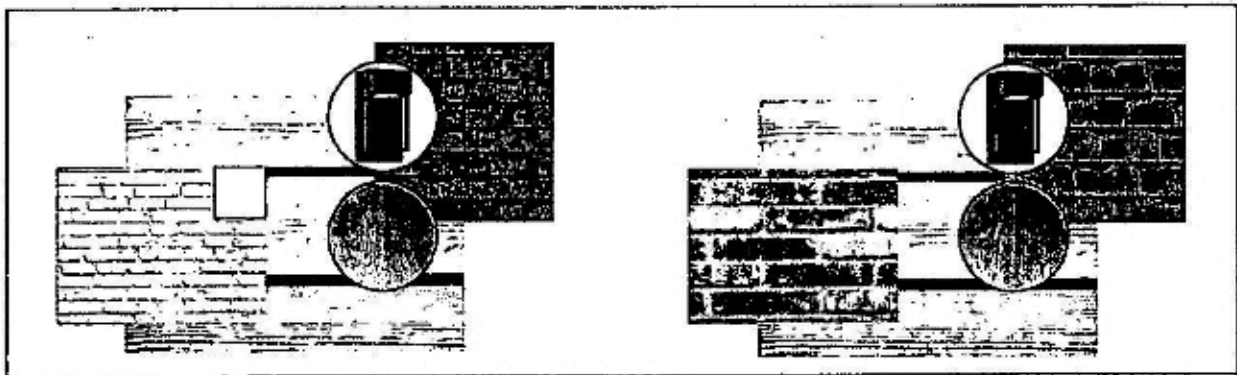
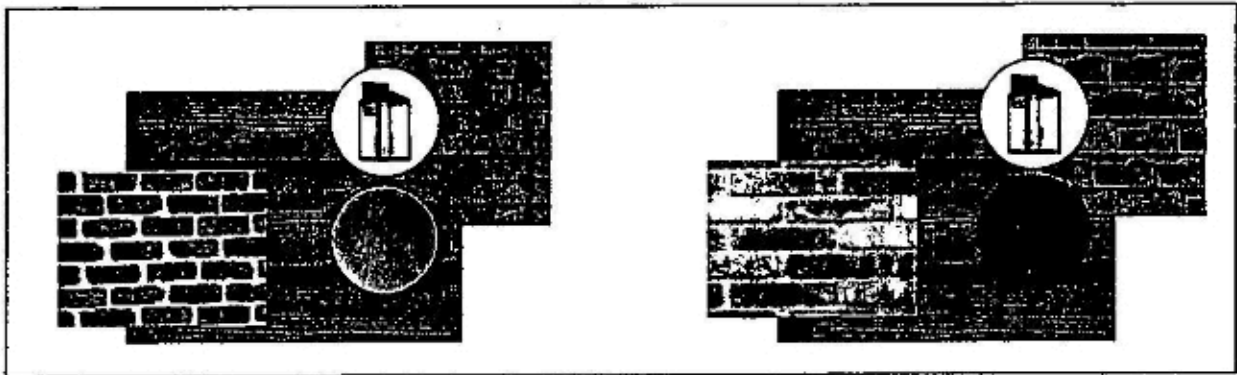


The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

PRAIRIE

sample blends

3525281
BK 8236 PG 613



The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

PRAIRIE

3525281
BK 8236 PG 614

inspiration

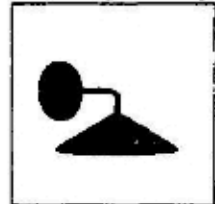


no white trim



*seamless design
& muted tones*

lighting



painted brick



*tumbled
brick*

hip roof line



*warm
brick*



The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

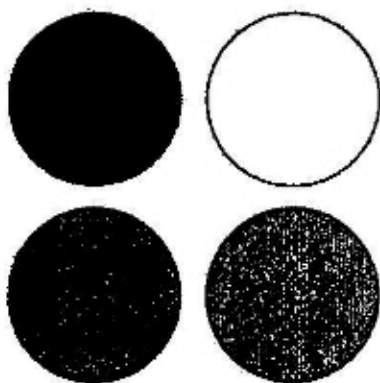
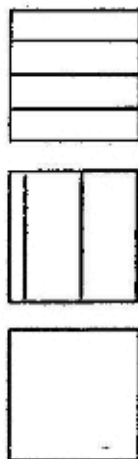
CUBIST

3525281
BK 8236 PG 615

development theme // exterior elements



exterior // colors & textures



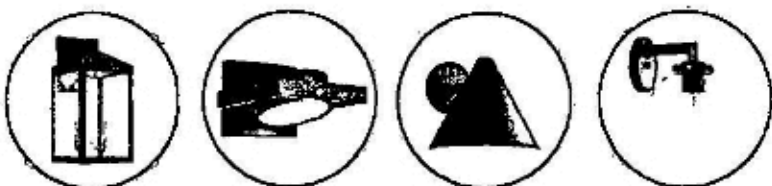
brick // stone



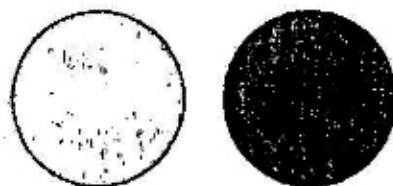
roofing



lighting



wood accents

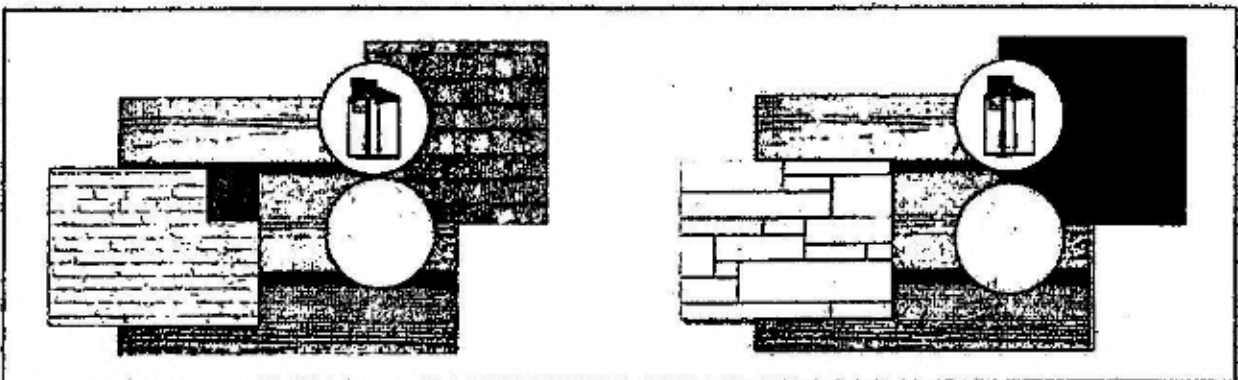
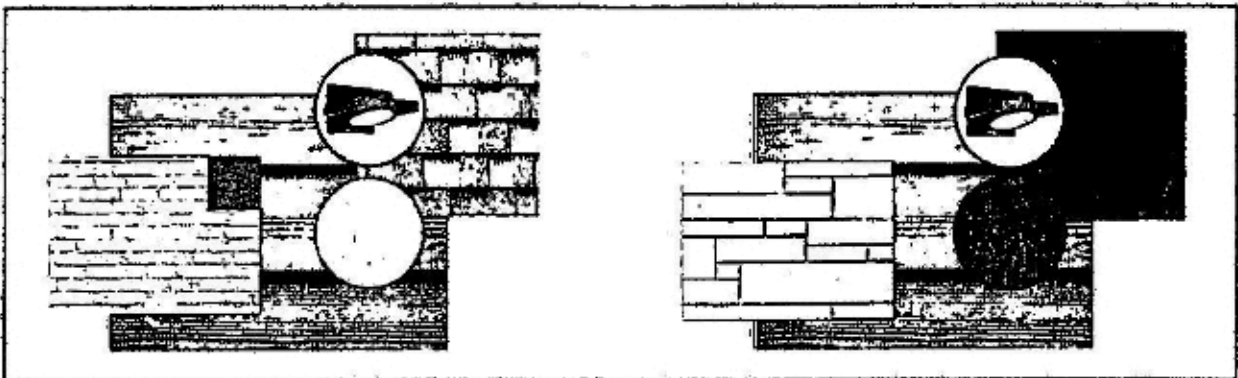
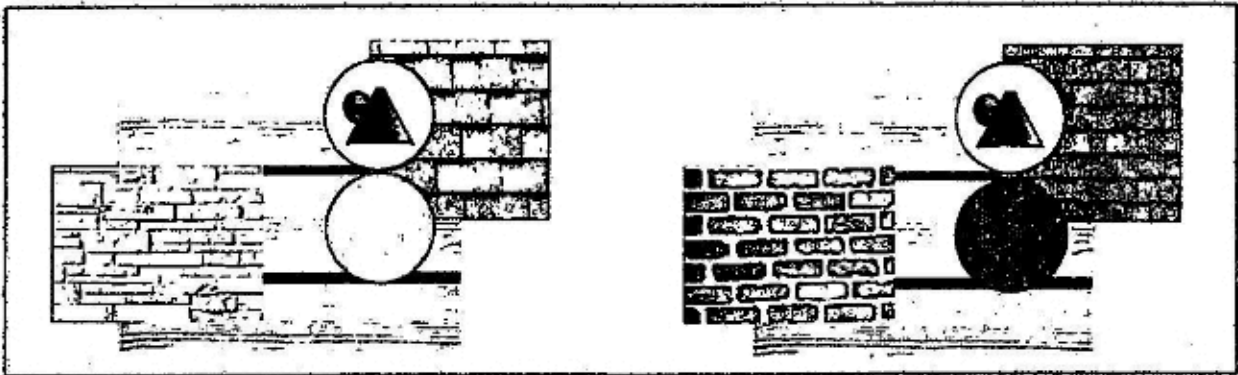
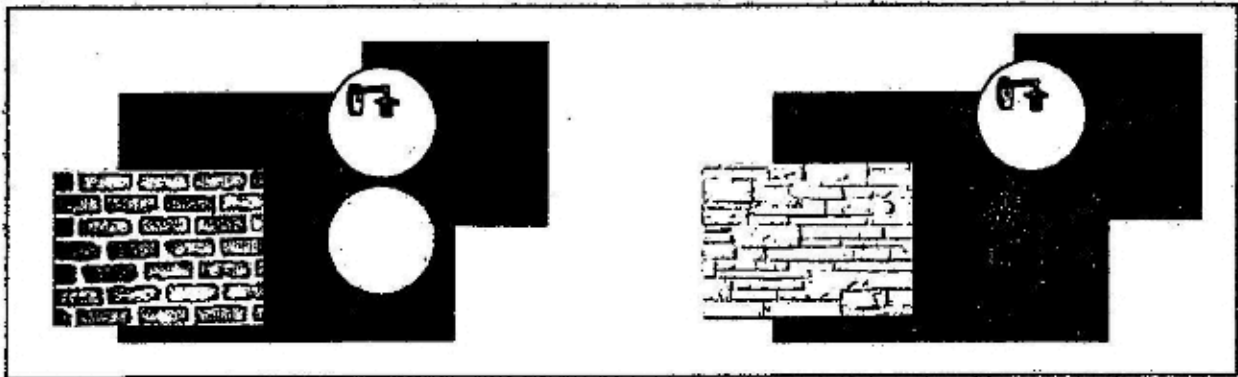


The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

CUBIST

sample blends

3525281
BK 8236 PG 616



The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional outdoor upgrades.

CUBIST

inspiration



square elements



metal awnings



seamless color



gable roofline



muted tones



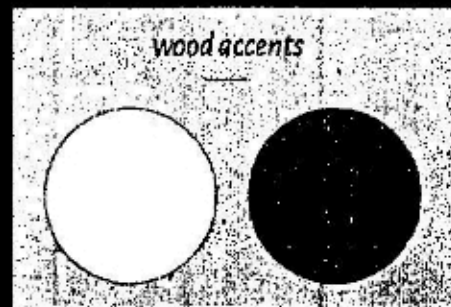
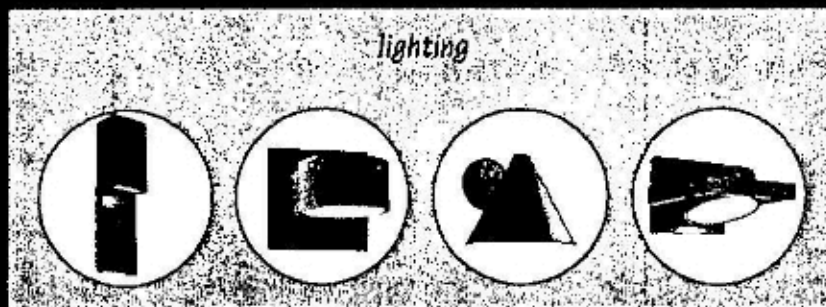
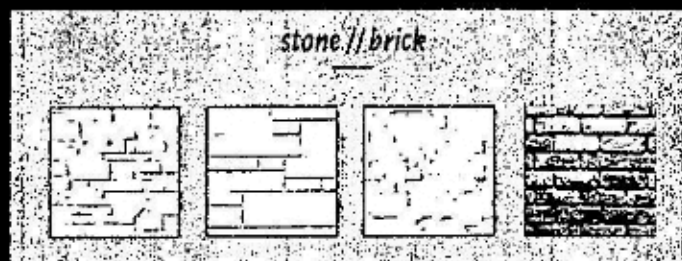
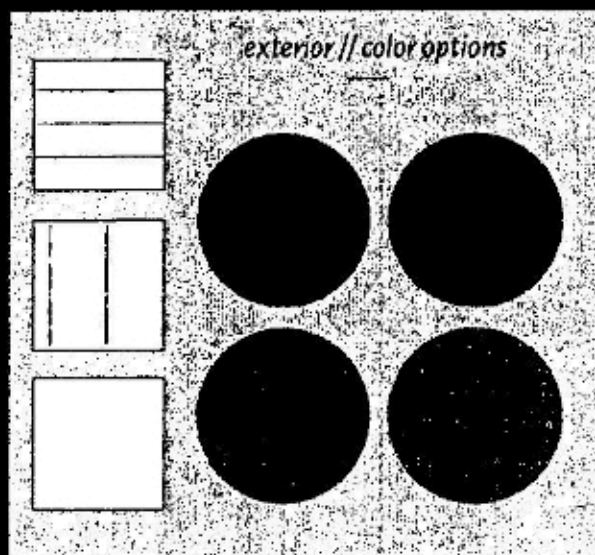
*stucco with
large expansion
joints*

light stone

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MOUNTAIN MODERN

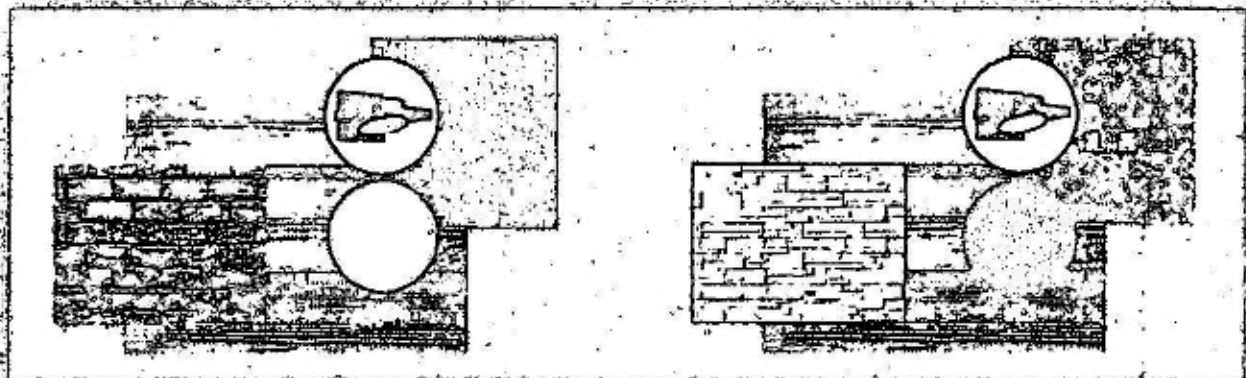
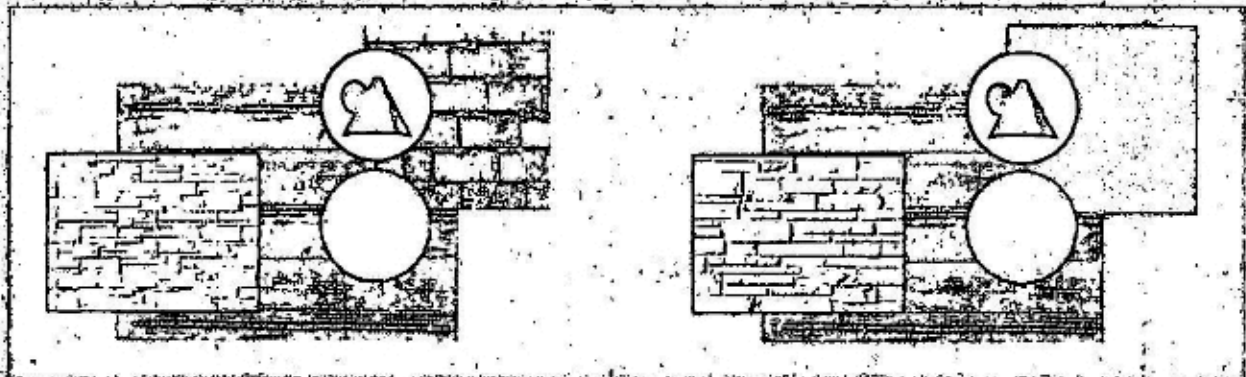
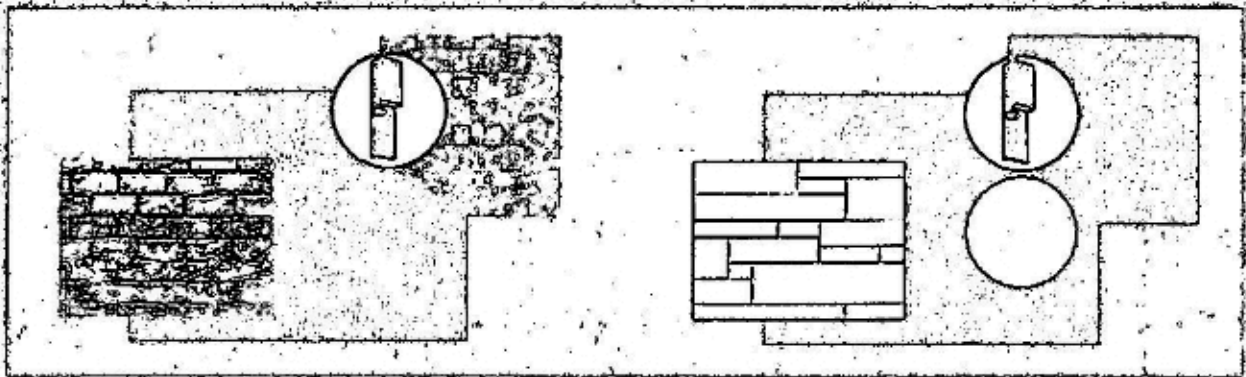
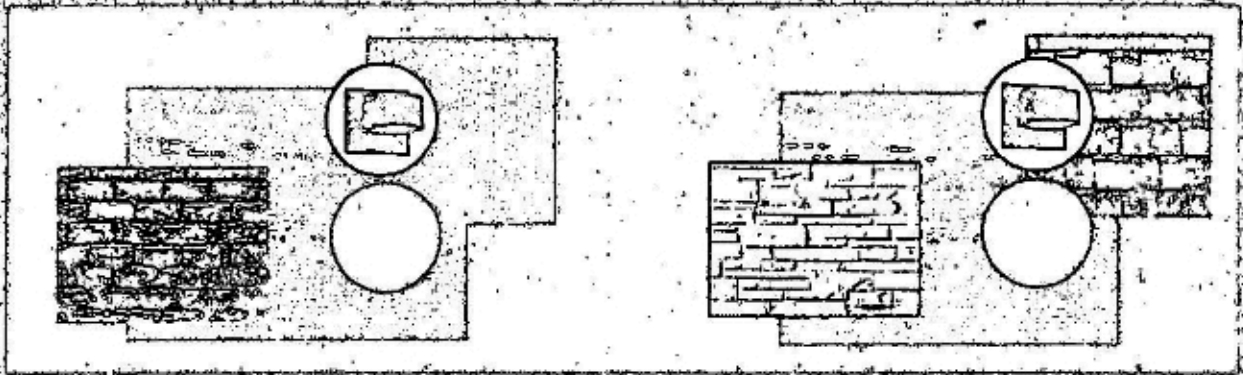
development theme // exterior elements



MOUNTAIN MODERN

3525281
BK 8236 PG 619

sample blends



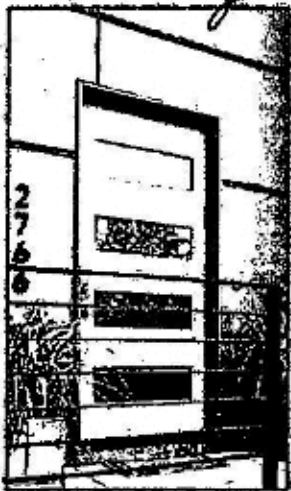
MOUNTAIN MODERN

inspiration

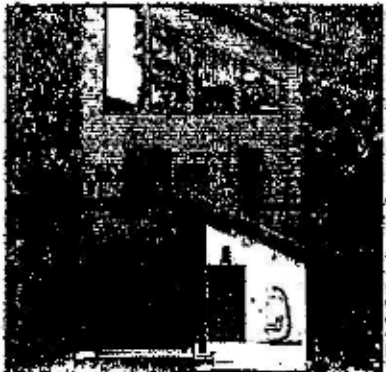
*black
brick*



door style

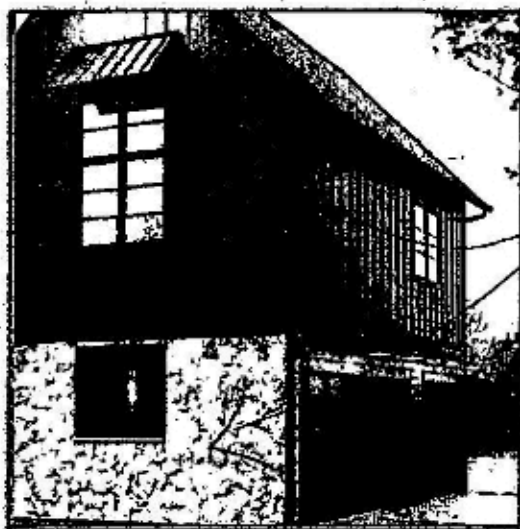


*deep earth
tones with
wood accents*



*hardie panels
with easy trim*

*stucco w/ large
control joints*



*metal awnings
& light
stone*

asymmetrical roofline

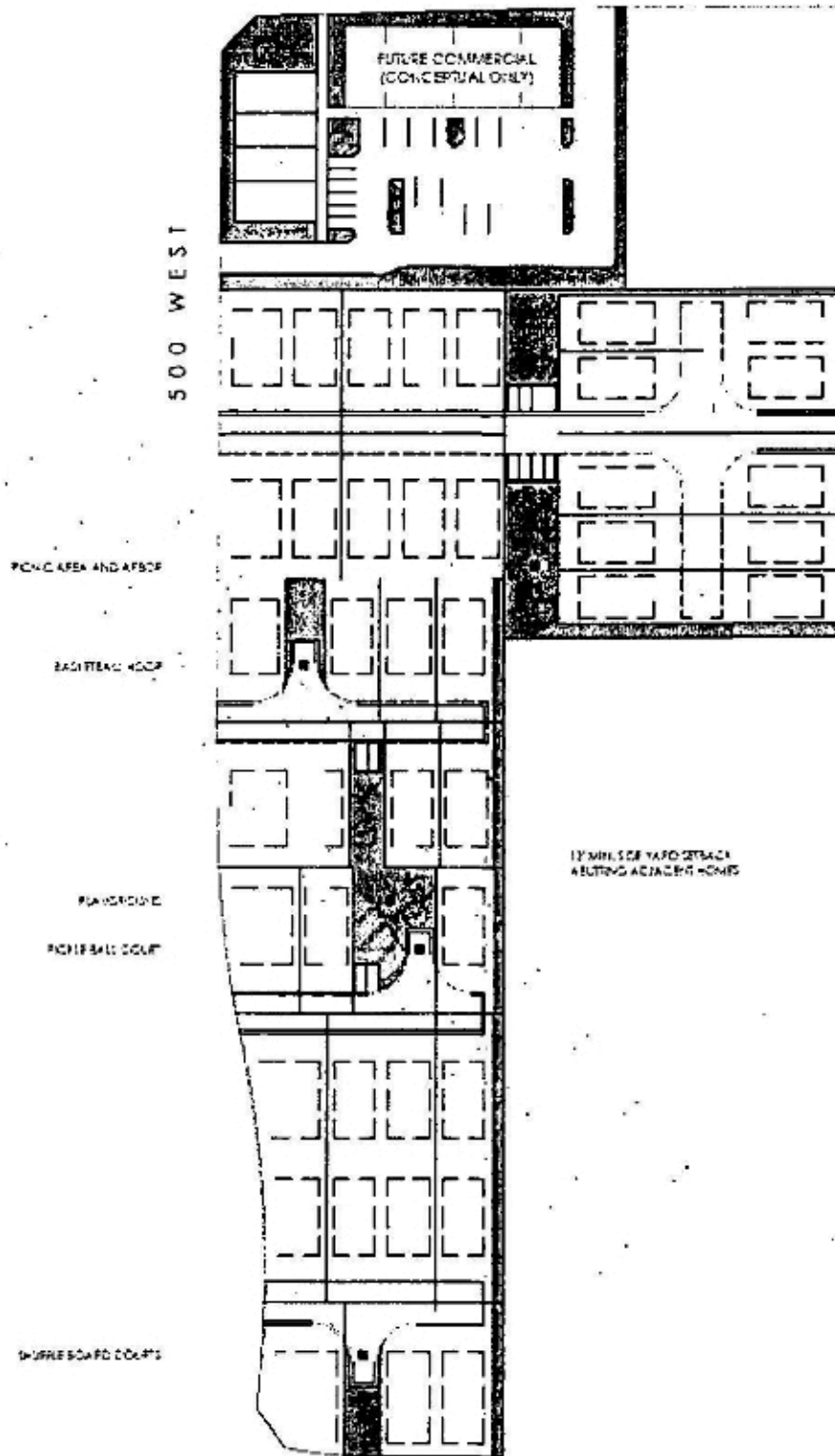


The architectural, rugged, water-worn textures, etc. are represented in the final product, but the final product may be made in a way that may be without the desired textures. Some items are materials only represented and final customer upgrades.

EXHIBIT D

RESIDENTIAL LANDSCAPING AND AMENITIES PLAN

ANTELOPE DRIVE



1900 SOUTH