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The City of Woods Cross Attn: City Administrator 1555 South 800 West Woods Cross, UT 84087 E 3591455 B 8608 P 964-1122 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 10/17/2024 3:14 PM FEE 40.00 Pgs: 159 DEP AAM REC'D FOR WOODS CROSS CITY CORP

For Information Only: Tax Parcel No. 06-048-0050

DEVELOPMENT AGREEMENT FOR THE AUDREY

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered this 24th day of September, 2024, by and between WOODS CROSS CITY, a Utah municipal corporation of the State of Utah (the "City") and ENCLAVE THE AUDREY, LLC, a Utah limited liability company (the "Developer"), in contemplation of the following facts and circumstances:

- A. The City and the Developer may be collectively referred to herein as the "Parties."
- B. Developer is the owner of approximately Six and 85/100 (6.85) acres of real property located in the City and such real property is described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (collectively the "Project Property").
- C. The location of the Project Property is generally depicted on <u>Exhibit B</u> attached hereto and incorporated herein by this reference.
- D. Developer has made application and submitted plans to the City for a residential development located at approximately 800 South 1100 West in the City; said development is to be known as "theAUDREY," and may be referred to herein as the "Project". The property on which improvements will be made may be referred to herein as the "Project Property."
- E. The work of the Developer to construct new improvements on the Project Property are agreed to constitute "development activity" within the meaning of the Municipal Land Use, Development, and Management Act of the State of Utah (the "Act").
- F. Developer has prepared and submitted to the City, plans and specifications for the development of the Project Property and the construction of the Project in accordance with the procedures of the City.
- G. The Project Property is to be developed in compliance with legislative policies set previously by the City Council through adoption of the municipal ordinances of the City approved as the Woods Cross Municipal Code as adopted as of the Effective Date (the "City Code"). A purpose of this Agreement is to ensure that the purpose and intent of the City's rules and regulations are met for the Project Property as a whole.

- H. The City desires to enter this Agreement to promote the health, safety, welfare, convenience and economic prosperity of the inhabitants of the City by ensuring that the Project is developed in accordance with established conditions and regulations concerning the use and development of the Project Property.
- I. The Parties further desire to enter this Agreement to specify the rights and responsibilities of Developer to develop the Project and the standards whereby Developer may develop the Project as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development activities pursuant to the requirements of this Agreement and the approvals granted by the City for such development.
- J. The Parties understand and agree that this Agreement shall constitute a "development agreement" within the meaning of and is entered pursuant to the terms of §10-9a-103 of the Act.
- K. The Parties acknowledge that the Project contemplates the subdivision of the Project Property into a number of lots, as shown on the Site Plan, <u>Exhibit D</u>, attached hereto and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

- Effective Date. This Agreement shall become effective on the date it is recorded in the Davis County Recorder's Office after being executed by Developer and the City (the "Effective Date").
- 2. <u>Affected Property.</u> This Agreement shall be recorded against the Project Property, and filed with the office of the Davis County Recorder. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and the City. No real property except the Project Property shall be entitled to claim or assert any benefit from any provision of this Agreement.
- 3. Zone Classification. According to the City Code, the zoning classification for the Property is "Single Family Residential Transition Zone SFRT" (the "SFRT Zone"). Land uses in the SFRT Zone designation shall be governed by the City Code as adopted as of the Effective Date. A copy of Chapter 12-8 of the City Code regarding the SFRT Zone which shall be applicable to the Project Property on the Effective Date is attached hereto as Exhibit C and incorporated herein by this reference.

- 4. Applicable Code Provisions. The development and use of the Property shall be governed by this instrument and by applicable provisions of the City Code as constituted on the Effective Date of this Agreement. The Parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement and the City Code as in effect as of the Effective Date. In the event of a conflict between this agreement and the City Code, the provisions of the City Code shall govern. The parties acknowledge that, except as expressly described herein they believe this Agreement complies with the requirements of the City Code.
- 5. Modification of Approved Construction Plans. After execution of this Agreement, any proposed modification of the Approved Construction Plans (defined in paragraph 8, below, and represented by the exhibits attached hereto) or any other plans approved by the appropriate body of the City (e.g., the approving vote of the City Planning Commission and/or the City Council) shall be submitted to the City's Community Development Director. Review and approval of proposed modifications shall be governed by the procedures set forth in this paragraph 5. Material or substantial modifications (as defined herein) shall require submission of the proposal to the Planning Commission and shall require approval of the City Council. Proposed modifications that are not "material" or "substantial" will be reviewed by the City's staff and shall require only the approval of the Community Development Director. Developer may request approval of material modifications to any of the development plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases or decreases the total square footage (footprint) of any structure to be constructed in the Project by more than five percent (5%); (ii) substantially changes the exterior appearance of buildings to be constructed in the Project; (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage or other design characteristics; (iv) substantially changes the footprint location of the buildings to be constructed on the Project as shown on the Site Plan; (v) changes the approved number of parking spaces as shown on the Site Plan; (vi) substantially changes the dimensions of parking spaces, walk ways or road ways in the Project; (vii) substantially changes the location or alignment of any utilities; (viii) changes in any manner the access to or within the Project; or (ix) violates City regulations. In the event of a dispute as to whether a proposed modification to the Plans is "material" or "substantial," the determination shall be made by the City's Community Development Director (with input from the City Engineer). Modifications that are neither material nor substantial shall be approved by the Community Development Director, if such proposed modifications are consistent with the City's then applicable rules and regulations for projects in the SFRT Zone and are otherwise consistent with the standards set forth herein.
- 6. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah, the City and Developer intend this Agreement to grant Developer all rights, benefits, privileges and entitlements to develop the Project in fulfillment of the development approvals set forth in this Agreement without modification or further approvals by the City, except as specifically provided herein or as otherwise required by City ordinance. The Parties intend and agree that the rights granted to Developer under this Agreement are

granted contractually, by statute, by ordinance and under common law. Consequently, such rights of Developer may be enforced using contractual, statutory, common law, and/or equitable remedies. Except as may be specifically set forth herein, the parties specifically intend that the development approvals granted to Developer to date as set forth in this Agreement constitute fully and finally vested rights, which vested rights are not subject to any further conditions or approvals. The vested rights granted herein, and all approvals related thereto that are to be provided by the City, shall be subject to the City Code.

- 7. Reserved Legislative Powers. Developer acknowledges that the City has limited authority to restrict its police power by contract, and that the limitations, reservations and exceptions set forth herein expressly are subject to a reservation by the City of those police powers that cannot be so restricted. Notwithstanding such retained police powers, any City legislation purporting to modify the vested rights of Developer under the terms of this Agreement must be based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah in effect as of the Effective Date, including the compelling, countervailing public interest exception to the vested rights doctrine standards. Any such proposed legislation adversely affecting the vested rights of the Developer under the terms of this Agreement shall be of general application to all development activity in the City and, except in the event of an emergency that would not so permit, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed legislation and its applicability to the Project.
- Approved Construction Plans and Other Drawings. 1 Developer has submitted a series of plans and drawings of the Project (prepared by Developer's consultant EDM Partners and its subconsultants), various representations of which are attached hereto as exhibits. The City has reviewed multiple versions of the plans and drawings, has requested and received certain modifications, and has submitted those plans and drawings to applicable administrative and legislative bodies of the City as required by the City procedures. Those plans and drawings have been approved by the City and will be maintained as a set of Approved Construction Plans, bearing the date May 10, 2024, as evidenced by the written certification of the City's engineer (the "Approved Construction Plans"). The Approved Construction Plans and Other Drawings approved by the City are expressly approved by the parties as the documents that will govern all construction activities on the Project, and shall govern the interpretation of this Agreement and of the exhibits attached to this agreement. All improvements made to the Project Property pursuant to this Agreement shall be consistent with the Approved Construction Plans and Other Drawings. By way of illustration, if there is a question as to the details of the Site Plan described in the next following paragraph and depicted as Exhibit D, the "Site Plan" drawings that are included in the Approved Construction Plans or Other Drawings that are most recently approved by the City shall govern.

¹ The "Approved Construction Plans" are those that bear the certification of the City Engineer; the "Other Drawings" are those not defined as "Approved Construction Plans" but have been submitted to and approved by the appropriate body of the City such as the City Council and/or the Planning Commission. The version of the Other Drawings that has most recently been approved by the City shall govern construction activities, the interpretation of this Agreement and the attached exhibits.

- 9. Site <u>Plan Approval</u>. Developer has submitted site development plans for the development of the Project. The City has reviewed versions of site development plans submitted by Developer, requested and received certain modifications, and submitted the site plans to applicable administrative and legislative bodies of the City as required by the City procedures. The overall site plan of the Project, as amended and revised through the date of this Agreement, is approved for the development and a copy of the overall site plan as approved by the City (the "Site Plan") is depicted as <u>Exhibit D</u> and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Site Plan. Developer acknowledges that the City does not provide all governmental services shown on the Site Plan, including sanitary sewer service and fire protection services. Those services are provided by the South Davis Sewer District and the South Davis Metro Fire Agency. Developer is required to obtain all appropriate approvals from these agencies for the services they provide.
- 10. Subdivision Plat. Developer has submitted a plat intended to divide the Project Property into individual legal lots which may be conveyed in accordance with applicable subdivision law. The City has reviewed proposed versions of subdivision plats submitted by Developer, requested and received certain modifications and submitted the subdivision plat to applicable administrative and legislative bodies of the City as required by the City's procedures. The subdivision plat, as amended and revised through the date of this Agreement, is approved for the Project Property. A copy of the subdivision plat as approved by the City (the "Plat") is depicted as Exhibit E and incorporated by this reference. The Project shall be owned and conveyed in accordance with the attached Plat, as the same is recorded in the official records of the Davis County Recorder, State of Utah (the "Official Records") and no lots shown on the Plat will be further subdivided without the submission and approval of an amended subdivision plat. The City shall not be obligated to approve any modification of the Plat or further subdivision of any legal lot shown on the Plat. Public access to, within and across the Project Property and to the individual legal lots shown on the subdivision plat will be ensured through the CC&Rs (hereinafter defined). The CC&Rs shall be filed with the office of the Davis County Recorder concurrently with this Agreement.
- 11. Architectural Standards. Developer has submitted architectural renderings showing exterior elevations, style and design components, color schemes and other design elements to the City which shall be applicable to the Buildings to be constructed in the Project (collectively the "Buildings" and each a "Building"). The City has reviewed the architectural renderings submitted by Developer, requested and received certain modifications and submitted the architectural renderings to applicable administrative and legislative bodies of the City as required by the City procedures. The architectural renderings, as amended and revised through the date of this Agreement are approved for the development. A copy of the architectural renderings as approved by the City (the "Architectural Standards") is depicted as Exhibit F and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Architectural Standards.

- Landscaping. Developer has submitted a plan showing landscaping areas to be 12. constructed and maintained within the Project, including approved plants and other plantings to be planted and maintained in depicted landscaping areas. The City has reviewed the plan for landscaping submitted by Developer, requested and received certain modifications and submitted the plan for landscaping to applicable administrative and legislative bodies of the City as required by the City procedures. The plan for landscaping, as amended and revised through the date of this Agreement, is approved for the development, and a copy of the plan for landscaping as approved by the City (the "Landscape Plan") is depicted as Exhibit G and incorporated by this reference. Developer shall be responsible strictly to construct and implement the Landscape Plan as part of the development of the Project. Issuance of a certificate of occupancy may be conditioned upon the completion of all work required to complete the Landscape Plan for that portion of the Project for which such certificate of occupancy has been requested. To the extent that the following may not be reflected on the Landscape Plan, Developer shall: (a) install front yard landscaping prior to the issuance of a building permit; and (b) install a landscape tree buffer along the north boundary of the Project Property prior to the issuance of any building permit.
- 13. Project Lighting. Exterior streetlight lighting shall be dark sky compliant and Developer will utilize fixtures from its lighting supplier's "dark sky" line of equipment. The Lighting Plan approved by the City which shall be utilized in the redevelopment of the Project (the "Lighting Plan") is depicted as Exhibit H attached hereto and incorporated by this reference, and lighting structures and fixtures shall be constructed strictly in accordance with the requirements of the Lighting Standards.
- 14. Storm Water. The City approves the storm water collection and runoff system shown on the storm water plan depicted as Exhibit I and incorporated by this reference (the "Storm Water Plan"). The Developer has also entered a Stormwater Agreement (incorporated herein by reference)² with the City. The Developer agrees to construct and maintain its storm water runoff system in accordance with the Storm Water Plan and the Stormwater Agreement and no other storm water collection or detention facilities shall be required to be constructed on the Project, except as shown on the Storm Water Plan. The storm water infrastructure and facilities shall be constructed and maintained by the Developer and its successors strictly in compliance with the Storm Water Plan. The Parties acknowledge that Developer'/successors' responsibility for maintenance of said system includes all infrastructure that runs from any retention or detention facilities to the City's infrastructure in the street.
- 15. Streets, Drive Areas, Snow Removal and Other Improvements. Access to the Project shall be from dedicated public rights of way only at points shown on the Site Plan and strictly in compliance with the Exhibits attached to this Agreement, and at locations approved in writing by the City. The construction of all access ways shall be performed strictly in compliance with the written requirements of the City. Developer shall be required to construct, repair and maintain all improvements required for ingress and egress from public rights of way onto the Project Property, including all sidewalks shown on the Site Plan, and to repair all

² The Stormwater Agreement is not attached as an Exhibit; as of the date of this Agreement, the Stormwater Agreement has been executed by the Parties and has been filed with the office of the Davis County Recorder.

roadway improvements damaged or disturbed by reason of such construction. All roads, driveways and drive aisles in the Project shall be privately owned and the City shall have no obligation to maintain same. The City shall not be responsible for snow removal on the streets within the Project Property. The CC&Rs adopted by the Developer shall include language that clearly provides for and requires access throughout the Project, and for the regular and consistent maintenance and repair (including the removal of snow) of access points, streets, drive aisles, roadway improvements, parking lots and facilities, and sidewalks; and shall include language that provides for the funding of the maintenance and repairs of those facilities.

- 16. Project Signage. The parties acknowledge that Developer desires to construct monument signs on the Project Property. The Design(s) for all such signs shall be presented to the City for its approval and shall in all respects comply with the City's sign ordinance. Until such time as the monument sign is erected, Developer shall be permitted to retain and maintain the signs which are currently located on the Project Property.
 - 17. Project Features. Not applicable.
- 18. <u>Impact Fees</u>. The Parties acknowledge that City ordinances require payment of impact fees associated with the development of the Project Property. The City and Developer have agreed to the fees set forth on <u>Exhibit J</u>, which is attached hereto and incorporated herein. Said fees, shall be paid in full within twenty (20) days of the City's approval of this Agreement; shall not be adjusted during the term of this Agreement; and shall be in addition to plan check, review and building permit fees applicable to the Project; provided, however, that fees charged for the development of the Project shall be consistent with fees applied throughout the City to the development of real estate projects.
- 19. <u>Culinary Water Services</u>. The Parties acknowledge that the Project Property is currently served by municipal culinary water, ("Culinary Water") and the City agrees to continue to provide the Culinary Water to the Project upon completion of the construction of the planned improvements. The parties acknowledge that the City does not impose charges for hook-up or connection to the City's Culinary Water system. The City does, however, impose charges for the cost of water meters; and those charges shall be paid by the Developer. Attached hereto as Exhibit K is a Culinary Water Plan. The Culinary Water infrastructure for the project shall be constructed and maintained strictly in compliance with said plan, and the components thereof within the Project Property shall be owned, operated and maintained by the Developer or its successors (e.g., homeowners association) as described therein, and as described in Section 26, below, and in the exhibits referenced in Section 26. The CC&Rs adopted by the Developer shall include language that clearly provides for and requires the regular and consistent maintenance and repair of the Culinary Water infrastructure described in Exhibit K; and shall include language that provides for the funding of maintenance and repairs of those facilities.
- Sanitary Sewer Service. The parties acknowledge that sanitary sewer service is provided by the South Davis Sewer District. All connection, impact and other fees associated

with sanitary sewer service shall be paid by the Developer before any certificate of occupancy is issued by the City.

- 21. Fire Hydrants. The parties acknowledge that fire hydrants are subject to the rules and regulations of the South Davis Metro Service Area ("Fire Service Area"). Developer shall comply with all Fire Agency rules and regulations. Before any certificate of occupancy permit is issued Developer shall obtain all required approvals from the Fire Service Area. Fire hydrants shall be owned and maintained as described in the Culinary Water Plan.
 - Retaining Wall and Foundations. Not Applicable.
 - Abandoned Pipes. Not Applicable.
- 24. Reinvestment Fee Covenant. A reinvestment fee covenant shall be filed with the office of the Davis County Recorder. Said covenant shall be substantially in the form of Exhibit L, attached hereto and incorporated herein by reference. Said filing shall be made concurrent with the filing of the CC&Rs.

Miscellaneous Matters.

- A. All parking within the Development shall be as shown on the Site Plan and otherwise in the Approved Construction Drawings; this covenant shall include regulation about streetside parking to be limited to one side only, as well as warning paint and signs to be posted on the non-parking street side.
- B. All infrastructure improvements³ (culinary water system,⁴ storm water system,⁵ roads, curbs, gutters and sidewalks) within the Development shall be owned, operated and maintained by the Developer or its successors, including the homeowners' association described in the CCRs.
- C. Developer shall install fencing along the North, East and South boundaries of the Project Property as described in the Site Plan; all fencing shall be constructed and maintained in the manner described in the Site Plan.
- D. The Developer has or will construct a yard drain system that drains interior lots in the Development; said system shall be constructed and maintained by the Developer/ successors in a manner consistent with the Site Plan and in a manner that will comply with all stormwater requirements of the City.

³ Excluding the sanitary sewer system.

⁴ The City shall own the water meter setter serving the Development.

⁵ Including the storm drain basins on Parcels A and B, and as shown on the Site Plan and the Storm Water Plan.

- E. The City shall provide garbage collection service in the same manner as provided to other residential developments in the City; Developer and its successors shall provide access to the private streets of the Development in order that City's contracted garbage service provider will be able to perform this service.
- F. The Developer has paid all costs related to the construction and improvements within 1100 West Street as described in a separate agreement executed by the Parties.
- Conditions, Covenants and Restrictions. The Developer shall adopt and record 26. Conditions, Covenants and Restrictions ("CC&Rs") that will encumber the Project Property and will ensure the proper and consistent maintenance of all improvements thereon. Such CC&Rs shall include the provisions related to CC&R's as set forth in this Agreement. The CC&Rs shall ensure the continuity of public access to the Project, and the continuity of public agencies' access to the Project for public utilities. Such CC&Rs may contain, without limitation, architectural controls, guidelines, and/or requirements related to improvements that may be installed and/or constructed on all or a portion of the Project Property. The applicable association of owners may enforce the CC&Rs. The CC&Rs shall be prepared and recorded against the Project Property, and may thereafter be amended from time to time by Developer, without any requirement for any approval by the City; provided, however, no term or provision of those CC&Rs shall be enforced by the City if contrary to the terms of this Agreement. The City hereby agrees to cooperate in good faith to allow and/or cause any CC&Rs, or amendment(s) thereof, to encumber the Property (or any portion thereof). Developer, and its successors and assigns shall have the obligation, to enforce and require strict compliance with any CC&Rs. The City shall have no obligation to enforce CC&Rs or assume any obligations under the CC&Rs. No amendment of the CC&Rs shall abrogate the covenants set forth herein to provide for and fund the maintenance and repair of improvements on the Project described herein including without limitation storm water facilities, pedestrian, parking and streets facilities, culinary water facilities, and the Project Features.
- 27. Construction Standards and Requirements. All construction on the Project shall be conducted and completed strictly in accordance with the City Code, other governing standards and regulations (such as building codes), the Approved Construction Plans, and the Exhibits attached to this Agreement. Such construction shall proceed as necessary to provide reasonably necessary and customary access and municipal services to adjacent properties. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved, to the extent such entities have codes, laws, ordinances, or statutes requiring inspection. At the conclusion of construction, the Developer shall deliver to the City "as built" drawings for infrastructure within the Project. These drawings shall include hard paper copies as well as electronic copies in Auto CAD format. All costs associated with the preparation and delivery of the "as-built" drawings shall be borne by Developer. Developer shall warrant the materials and workmanship of all public

improvements to be dedicated to the City and installed within any phase of the Project for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. Final inspection by the City and approval shall not be unreasonably withheld and written notice of acceptance or rejection (specifying the reasons for rejection) shall be provided to Developer within fourteen (14) business days after Developer's written request for final inspection. In the event the City incurs any extraordinary costs for inspections, due to Developer's action or inaction or at Developer's request, Developer shall immediately pay such extraordinary costs for inspection to the City upon receipt of billing for the same. No extraordinary inspections will be performed by the City at the Developer's request without advance arrangements being made with the City Manager for payment of costs of the same to the City.

- 28. Maintenance During Construction. During construction of the Project, Developer or its assigns, shall keep all affected public streets and all nearby properties free and clear from any accumulation of debris, waste materials, dust, mud and any nuisance. Developer shall contain construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water or clogging of the storm sewer system, and to ensure that the Project Property and the Developer's activities remain at all times in compliance with the requirements of the City's Storm Water Plan, and with Federal and State standards governing air quality, water quality, and storm water quality. Developer shall abide by the requirements of the City's noise ordinance at all times during construction.
- 29. <u>Building Permits, Fire Hydrants, Storm Drainage and Hard Surfaces</u>. Developer shall apply for, pay all required fees, and obtain any building permit for any improvement or building within the Project. The Developer and its successors shall be responsible for the installation of fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities described herein. Developer shall install, at Developer's sole expense, and at the earliest time weather permits, permanent hard surface material on all streets, parking areas and walkways in the Project in accordance with the City's specifications.
- 30. <u>Indemnification and Insurance during Construction</u>. Throughout all construction activities and continuing through the warranty period, Developer shall defend, indemnify and hold harmless the City and its officers, employees, agents, volunteers and representatives, from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which: (a) shall occur within the Project or occur in connection with any off-site work done for or in connection with the Project; and (b) which shall be caused by any acts or omissions of the Developer or its agents, servants, employees or contractors; provided that the Developer shall bear no responsibility for any negligent acts or omissions of the City or of its agents, servants, employees or contractors.

- 31. <u>Insurance</u>. During the period from the commencement of work on the Project or any portions thereof and ending on the date when all work is finally inspected and accepted by the City for the Project, the Developer shall furnish, or cause to be furnished, to the City satisfactory certificates of liability insurance from a reputable insurance company or companies evidencing commercial general liability insurance policies in the amount of at least one million dollars (\$1M) single limit naming the City and its officers, employees, agents and volunteers as additional insureds (list of individuals to be named as additional insureds will be provided to the Developer by the City). In addition to the foregoing, Developer shall provide any additional insurance required by any other regulatory body or other governmental entity having jurisdiction over any work done or facilities developed which pertain to the Project or any phase thereof. Developer shall require all contractors and other employers performing any work on the Project or any phase thereof to maintain adequate workers compensation insurance and liability coverage.
- 32. <u>Rights of Access</u>. Representatives of the City shall have the reasonable right of access to the Project and each phase thereof during periods of construction and/or repair to inspect or observe the Project and any work thereon. In performing inspections, the City shall take reasonable efforts not to interfere with any construction or repair activities.
- 33. Payment of Fees. Fees to be paid by the Developer shall be consistent with the City's fee schedules as adopted at the time this Agreement is executed. Developer shall pay to the City in a timely manner all required fees which are due or which may become due pursuant to the City Laws in connection with the respective developments located within the Property or any portion thereof. The payment of fees may be subject to any offsets, reimbursements or credits by the City to the Developer which may hereafter be set out in this Agreement or by a separate written Reimbursement Agreement. Fees charged shall be based on fee schedules of the City which are in effect as of the Effective Date and shall not be increased, at least with respect to Developer, during the course of the initial development of the Project or three (3) years after the approval of this Agreement, whichever shall first occur.
- 34. Performance and Warranty Bonds. For any public improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required to post a performance and warranty bond on a reasonable form, acceptable to the City, and sign a bond agreement on a reasonable form approved by the City to guarantee installation and good workmanship of the improvements. Each bond shall be posted at the time of issuance of a building permit. Alternatively, Developer will be permitted to issue an Irrevocable Letter of Credit in lieu of a bond for the stated purposes; any such instrument shall be on forms approved and provided by the City.
- 35. <u>Time of Approval</u>. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures, applicable requests for, and modifications of previously approved development plans.

- Oversized Improvements. Not Applicable.
- 37. Termination of Agreement. Subject to the continuing maintenance covenants set forth herein and to the requirements of paragraph 63, below, the term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until fifteen (15) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that this Agreement shall be automatically extended for an additional period of five (5) years so long as there are no existing defaults or breaches of this Agreement when the initial fifteen (15) year period expires. After expiration of the one (1) year warranty period, the Developer's covenants for maintenance of infrastructure (streets, curbs, culinary and storm water, etc.) and other improvements (fencing, etc.) shall terminate; provided however, those same covenants shall be assumed and performed from and after expiration of the warranty period by Developer's successor(s) (HOA, etc.). The provisions of this agreement that require the Developer, the owners or their successors and assigns to guarantee access to the Project and to maintain and repair facilities within the Development, including those to be included in the CCRs, shall survive termination of this Agreement, and always shall be binding on the successors and assigns of the Developer and owners, including without limitation the homeowners' association described herein and in the CCRs.
- 38. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer including specifically, any fee owner of a lot shown on the Plat. If any portion of the Property is transferred (each a "Transfer") to a third party (Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City an acknowledgment from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said acknowledgment shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the acknowledgment described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred lot or lots. In the event the Project is completed, this Agreement shall run with and benefit the Property as more fully set forth below in Section 63 ("Obligations Run With the Land").
- 39. Events of Default. Upon the happening of one or more of the following events or conditions, the Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - A. if a warranty, representation, or statement made or furnished by Developer or City under this Agreement or exhibits is false or misleading in any material respect when it was made;
 - B. if a determination is made upon the basis of substantial evidence that either party has not complied with one or more of the material terms or conditions of this Agreement; or

- C. if any other event, condition, act, or omission occurs, either by City or Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.
- Procedures Upon Default. Upon the occurrence of a Default, the non-defaulting 40. party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default, so long as the defaulting party takes significant action to begin curing such Default within such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the actions specified in Section 41 below, and elsewhere in this Agreement. Failure or delay in giving notice of Default shall not constitute a waiver of any Default. Any Default or inability to cure a Default caused due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
- 41. Breach of Agreement. Upon Default by Developer as set forth herein, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following (i) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (ii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building upon the Property; and (iii) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief. Upon Default by the City as set forth herein, Developer may pursue whatever remedies it may have at law or in equity, including injunctive and other equitable relief.
- 42. <u>Entire Agreement</u>. This Agreement, including the Exhibits described herein, shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
- 43. <u>Exhibits</u>. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A

Legal Description of Project Property

Exhibit B Location Depiction of Project Property

Exhibit C SFRT Zoning Code

Exhibit D Site Plan

Exhibit E Subdivision Plat

Exhibit F Architectural Standards

Exhibit G Landscape Plan

Exhibit H Lighting Plan

Exhibit I Storm Water Plan

Exhibit J Schedule of Impact Fees

Exhibit K Culinary Water Plan

Exhibit L Reinvestment Fee Covenant

- 44. Federal and State Requirements -- Gas Utility Lines. The Parties acknowledge and agree that there are water systems and infrastructure at the east boundary of the Property that are owned and/or managed by the United States Bureau of Reclamation and/or the Weber Basin Water Conservancy District. Neither the Developer or its successors and assigns shall disturb in any manner said facilities, except to the extent agreed upon in writing between Developer, the Weber Basin Water Conservancy District, and the United States Bureau of Reclamation. The Parties further acknowledge and agree that there are natural gas systems and infrastructure at the west boundary of the Property that are owned and/or managed by an entity known as the Rocky Mountain Pipeline. Neither the Developer or its successors and assigns shall disturb in any manner said facilities.
- 45. <u>Incorporation of Recitals</u>. The recitals contained in this Agreement, and the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 46. Recording of Agreement. This Agreement shall be recorded in the office of the Davis County Recorder at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.
- 47. <u>Severability</u>. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- 48. <u>Time of Performance</u>. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

- 49. <u>Construction of Agreement</u>. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City. This Agreement has been negotiated by the Parties, all of whom have been represented by legal counsel; therefore the rule of construction against a drafting party shall not apply to the interpretation of this Agreement.
- 50. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- 51. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction or other equitable or legal relief to compel compliance. Notwithstanding, City shall not have the right to punitive damages of any kind. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, by declaring a Default hereunder elect to seek an injunction or other relief, and after thirty (30) days written notice to correct the violation (or such longer period as may be established by a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as are appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.
- 52. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- 53. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by both parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- 54. <u>Attorney Fees</u>. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any

legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, the award of attorney's fees, costs and expenses shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

55. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, (ii) three (3) days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing), (iii) the next business day following the deposit with a national overnight delivery service such as FedEx, (iv) upon actual receipt of an electronic transmission such as email or facsimile transmission:

To the Developer(s): Enclave the Audrey, LLC

c/o Chase Freebairn 610 North 800 West Centerville, Utah, 84014

With a copy to: CW Development Group, LLC

Attn: Quin Stephens, General Counsel

610 North 800 West Centerville, Utah, 84014

To the City: Woods Cross City

Attn: City Manager 1555 South 800 West Woods Cross, UT 84087

With a copy to: Mark Fitzgerald Bell

City Attorney

Hayes Godfrey Bell, P.C. 2118 East 300 South, Suite 300

Holladay, UT 84124

- 56. <u>Applicable Law</u>. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronically transmitted copies of executed originals; provided, however, if

executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.

- Hold Harmless and Indemnification. Developer shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives, from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to Developer's activities connected with the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage, or any other loss, liability or damage caused by Developer. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.
- 59. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractors and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Project Property is private development (and not public); (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement or otherwise imposed by law.
- 60. Quarterly Review. City may review progress pursuant to this Agreement at least once every three (3) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Sections 39 through 41 herein. The City's failure to review at least quarterly Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default or waiver under this Agreement by Developer or the City.
- 61. <u>Institution of Legal Action</u>. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Second Judicial District Court of Davis

County, State of Utah or if it has jurisdiction, the United States District Court located in Salt Lake County, Utah.

- 62. <u>Title and Authority</u>. Developer expressly warrants and represents to The City that Developer (i) owns all rights, title, and interest in and to the Project Property, and (ii) that prior to the execution of this Agreement no right, title or interest in the Project Property has been sold, assigned or otherwise transferred to any entity or individual. Developer further warrants and represents that no portion of the Project Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual(s) have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that the City is relying on these representations and warranties in executing this Agreement.
- 63. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Project Property.
- 64. <u>Headings for Convenience</u>. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.

[signature pages to follow immediately below]

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

ATTEST:

WOODS CROSS CITY,
a Utah municipal corporation

By: Recorder

By: Name: Ryan Westergard
Mayor

STATE OF UTAH) : ss.
COUNTY OF DAVIS)

On this ____ day of ________, 2024, personally appeared before me Ryan Westergard, who being by me duly sworn did say that he is the Mayor of WOODS CROSS CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was executed in behalf of the City by authority of its governing body and said Ryan Westergard acknowledged to me that the City executed the same.

Notary Public



IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

DEVELOPER: ENCLAVE THEAUDREY, LLC

a Utah limited liability company

By: CW The Audrey, LLC Its: Administrative Member

By: CW The Manager, LLC

Its: Manager

By: CW Development Group, LLC

Its: Manager

Quin Stephens

Its: General Counsel/Authorized Representative

STATE OF UTAH) : ss.
COUNTY OF DAVIS)

On this 21 day of September, 2024, personally appeared before me Quin Stephens, who being by me duly sworn did say that he is the General Counsel/Authorized Representative of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of CW Urban, LLC, which is the Manager of CW The Audrey, LLC, which is the Administrative Member of ENCLAVE THE AUDREY, LLC, a Utah limited liability company, and that the foregoing instrument was executed in behalf of said ENCLAVE THEAUDREY, LLC, a Utah limited liability company and said Colin Wright acknowledged to me that said limited liability company executed the same.

KIRA CLAWSON

Notary Public, State of Utah

Commission # 738134

My Commission Expires On

July 15, 2028

NOTARY PUBLIC

Exhibit Summary

Exhibit A Legal Description of Project Property

Exhibit B Location Depiction of Project Property

Exhibit C SFRT Zoning Code

Exhibit D Site Plan

Exhibit E Subdivision Plat

Exhibit F Architectural Standards

Exhibit G Landscape Plan

Exhibit H Lighting Plan

Exhibit I Storm Water Plan

Exhibit J Schedule of Impact Fees

Exhibit K Culinary Water Plan

Exhibit L Reinvestment Fee Covenant

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HOWARD LANE (1100 WEST), SAID POINT BEING S00°00'00"E 1515.24 FEET AND N90°00'00"E 26.42 FEET FROM A WITNESS CORNER TO THE NORTHWEST CORNER OF SAID SECTION 25, (SAID WITNESS CORNER BEING S89°38'22"E 5041.68 FEET FROM A FOUND MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 26); AND RUNNING THENCE S89°00'41"E 644.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S09°20'20"W 504.12 FEET; THENCE N87°40'34"W 353.94 FEET; THENCE N87°40'49"W 212.59 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N00°24"55"E 485.61 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.85 ACRES IN AREA, 45 LOTS AND 2 PARCELS

3591455 BK 8608 PG 986



CHAPTER 12-8 SINGLE-FAMILY RESIDENTIAL TRANSITION ZONE (SFRT)

12-8-102.	Permitted Uses.
12-8-103.	Conditional Uses.
12-8-104.	Development Standards.
12-8-105.	Approval Process.
12-8-106.	Density and Minimum Lot Standards.
12-8-107.	Maximum Building Height.
12-8-108.	Off-Street Parking, Loading, and Access
12-8-109.	Signs.
12-8-110.	Site Plan Review.
12-8-111.	Fencing.
12-8-112.	Storage/Trash.
12-8-113.	Landscaping.
12-8-114.	Grading and Drainage.
12-8-115.	Open Ditches and Canals.
12-8-116.	Utilities.
12-8-117.	Lighting.
12-8-118.	Parks and Open Space.

Purpose.

12-8-101. Purpose.

12-8-101.

The purpose of this zone is to serve as a transition between lower-density Residential R-1-15/20 and higher-density Commercial Residential Transition CRT zones. This is achieved through the accommodation of a variety of single-family, patio home, green court home and townhome residential uses at densities higher than the R-1-15/20 zone and lower than the CRT zone.

- (a) The SFRT zone supports the development of areas of a residential character comparable to that of a single-family residential area, and is designed to promote, stabilize and protect an environment suitable for family life.
 - (b) Maximum residential density is nine units per acre.
 - (c) A development master plan will be required for developments in this zone.

12-8-102. Permitted Uses.

- (a) Single-family Dwelling.
- (b) Patio Home Developments.
- (c) Green Court Home Development.
- (d) Townhome Developments.
- (e) Accessory Dwelling Units (Internal).

12-8-103. Conditional Uses.

- (a) Public and Quasi-Public Uses.
- (b) Home Occupations.
- (c) Short-term Rentals.

12-8-104. Development Standards.

- (a) Development Master Plan. In addition to the other requirements of this Title, an application for development in the SFRT Zone shall be accompanied by a development master plan, that clearly demonstrates that:
 - the development will be built with a consistent, but not necessarily uniform, character; compatible architectural styles;
 - (2) overall control during the development process by a single development entity;
 - (3) establishment of a homeowners' association with responsibility to enforce conditions, covenants and restrictions to ensure continuing quality and appearance of the development; and
 - (4) design and implementation guidelines to ensure the overall vision is captured and maintained.
 - (5) The following design materials and features are encouraged and should appear on the Development Master Plan:
 - (A) high-quality exterior materials featuring a combination of at least 2 of the following materials is encouraged: stone; brick and cement/composite fiberboard (which may be used as 2 separate materials if styles are clearly distinct either in orientation, design or texture) covering at least 60% of all exterior surfaces visible from a public street; for rear-yard surfaces, a single material specified herein shall be used on at least 30% of the surface; the remainder of the rear surface may be composed of material such as EIFS or similar material.
 - (B) inclusion of front-facing architectural features such as cupolas, dormers, front porches, awnings, alcoves, decorative covered door stoops, and similar features.
 - (6) In addition to the foregoing, the contents of the development master plan shall include, at minimum, the draft homeowners' association documents/conditions, covenants and restrictions as well as the following drawings and depictions: streetscapes; building elevations; detailed materials descriptions and depictions; preliminary site plan; building placement within the development; park, trail and open space connections; and other materials deemed appropriate by the Director or Planning Commission.

- (b) Garages and Parking. All homes in this zone shall require a completely enclosed garage. Garages may be incorporated into the main dwelling or may be built as a detached accessory building. Where built as an accessory building, the garage shall meet all requirements of this title for accessory buildings and shall be constructed of the same materials required for the main building and with the same architectural theme. A 2-car garage is preferred; however, residential units featuring a single bedroom may utilize a one-car garage. Visitor parking may be uncovered but shall be designed in a way that ensures safe and efficient vehicular and pedestrian traffic.
- (c) Park Strips and Street Improvements. On public rights of way, shall be in accordance with Department of Public Works requirements.
- (d) Parking Access Driveways. All driveways in this zone shall meet the following minimum requirements:
 - Attached Garage Facing Street: Minimum width equal to opening of garage.
 - (2) Sole Use Driveway to Detached Garage in Rear Yard: Minimum width of ten feet.
 - (3) Common Use Driveway or Accessway to Attached or Detached Garage(s) in Rear of Residential Unit: Minimum width of 24 feet; or wider as required to meet fire safety requirements and efficient and safe flow of vehicular and pedestrian traffic.
 - (e) Patio Home Developments.
 - (1) A patio home is a detached, single-family unit situated on a reduced-size lot that orients outdoor activity within rear or side yard patio areas of the lot for better use of the site for outdoor living space. Such units shall be developed as part of a welldesigned master-planned patio home neighborhood.
 - (2) The front facade of patio homes shall be aligned along a public or private public street, and each facade must include an obvious main entrance with a discernible porch, alcove or similar entry feature.
 - (3) Front doors/main entrances shall face the front yard; main entrances that face a side yard are prohibited.
 - (4) Garages may be incorporated into the front façade of the building with direct access from the public or private street. Front facing garages should not be the dominant feature of the front facade but shall be equal to or less than 70% of the width of the front facade and otherwise proportional to the height, scale and massing of the entire front facade. The garage may also be built as a stand-alone accessory building with access provided by a driveway on one side of the home or from an alleyway at the back of the home. With the exception of hard surfaced driveways parking is prohibited within the front yard setback.

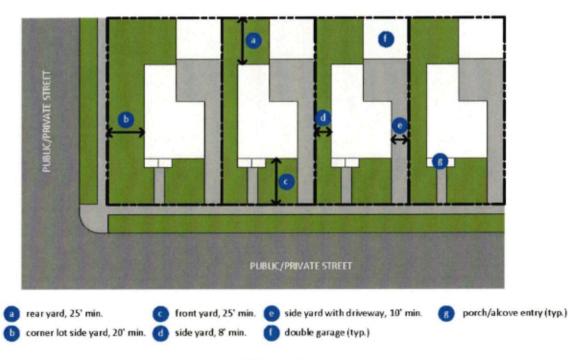


Figure 1

Sample patio home layout diagram with detached two-car garage located at the rear of lot; a side yard driveway provides vehicular access from the street.

[additional images of sample patio homes appear on next 3 pages]



Figure 2
Sample patio home layout diagram with detached garage located in rear of lot with direct alley access.

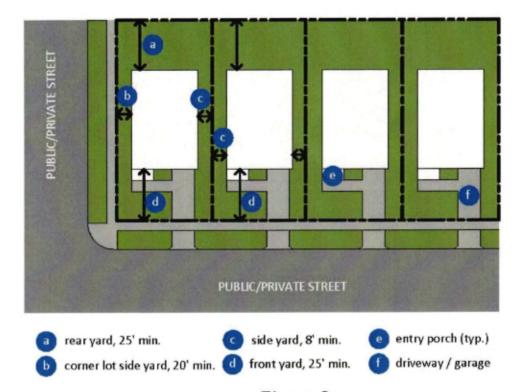


Figure 3
Sample patio home layout diagram with attached garage at the front of building and street access.







Examples of small lot patio homes. Note that the front is aligned along the public street, and each façade incorporates an obvious main entrance with a discernible porch, alcove or similar entry feature. Parking, which must consist of a fully enclosed garage, is typically incorporated into the front façade of the building as illustrated, although it may also be provided as part of a stand-alone garage located to the rear of the home accessed by a driveway located on one side of the main structure. A stand-alone garage shall be designed and constructed in a manner that is consistent with the home, utilizing the same exterior materials as the home, and qualifying under the accessory building requirements of this Title.



Figure 4

Sample green court layout diagram with individual unit parking courts, common garages and visitor parking accessed along an exterior alleyway system. Note that the front facades of green court units face a common, central greenspace.

[additional images of sample green court homes appear on next 2 pages]









Examples of pocket neighborhoods and cottage courts. Note how the front of the homes face an internal park or common area. Parking is provided at the rear of the units reached by common accessways.

- (g) Townhome Developments.
- (1) A townhome is a residence attached to one or more similar dwellings by shared walls. A townhome typically shares common walls to either side with other units but never above or below.
- (2) All units that are adjacent to public streets shall be designed to ensure that the main entrance faces the public street and parking is not directly accessed from the public street.
- (3) No single structure or row of townhouses shall contain more than five contiguous units without interruption; with a minimum 15' landscaped area between each contiguous or adjacent structure.
- (4) Each townhome dwelling unit shall have separate and individual front and rear entrances; garages may serve as the rear entrance.
- (5) Parking may be incorporated within or attached to the unit and may be located elsewhere within the development in stand-alone accessory building structures. With the exception of visitor parking areas, all parking shall be within a fully enclosed garage.

[images of sample townhomes appear on next 3 pages]



Figure 5

Sample townhome layout diagram with attached two-car garages accessed from a rear alley. Note that the rear yard is occupied by a parking apron leading to the garage.



Figure 6
Sample townhome layout diagram with detached two-car garages accessed from a rear alley. Note that these units include a small rear yard.









Examples of townhomes. Parking is provided to the rear of the units via an alley or access drives, in attached or detached garages.

(g) Other Rules.

- (1) Mixed unit-types within the same development are allowed upon a finding by the Planning Commission that any adverse effects thereof may be mitigated by the imposition of reasonable conditions.
- (2) The width of roads, driveways and accessways shall be not less than the minimum required by the South Davis Metro Fire Service Area and shall provide for efficient and safe vehicular and pedestrian traffic.
- (3) The Director or Planning Commission may require engineering studies or other studies to ensure compliance with, and mitigation of, health, safety and welfare concerns.

12-8-105. Approval Process.

Final approval of developments under this Chapter shall be made by the City Council. An application for development, including the development master plan, shall be filed for initial review by the Director, who may make recommendations or suggestions to ensure that the purposes of this zone are met. The planning director shall prepare a recommendation for review by the Planning Commission. The Planning Commission shall review all materials submitted by

an applicant and shall approve, deny or require modifications as a condition of its recommendation for approval by the City Council. Any person who is aggrieved by a decision of the City may appeal to the hearing officer as provided in Chapter 12-4 of this Title.

12-8-106. Density and Minimum Lot Standards.

- Residential densities shall not exceed nine units per acre based on the total (a) gross area of the project.
- All lots shall be developed and all structures and uses shall be placed in (b) accordance with the following minimum standards.

Single-Family Dwelling: 8,000 square feet (1) Lot Size:

> Patio Homes: one-acre minimum project area; 4,500 square foot minimum for individual lots.

Green Court homes: one-acre minimum project area. Lot size as required to meet setback and landscaping requirements

Townhomes: based on project area -- one-acre

minimum project area

(2)Frontage: Single-Family Dwellings: 70 feet

Patio Home: 40' feet for each individual home or

unit

Green Court: 40 feet for each individual home or

unit

Townhomes: 25 feet for each individual townhome

unit

- Setback Requirements. The setback requirements for structures in the SFRT Zone are subject to review by the Planning Commission. If, in its judgment, a dimension reduction provides a more attractive and more efficient and safe use of the property and will not otherwise be detrimental for any reason, the Planning Commission may recommend such a reduction. Where in the judgment of the Planning Commission safety or efficiency issues are implicated by a proposed reduction, the Planning Commission may recommend a reduction only after receipt, review and approval of engineering studies to ensure safety and efficiency (traffic, sight lines, etc.). The need for any study shall be at the discretion of the Planning Commission. The applicant requesting a reduction shall pay all costs and expenses associated with said studies. Reductions are subject to the standards set forth in the subparagraphs set forth below
 - Front Yard: 25 feet for Single Family Dwellings. (1)

25 feet for patio homes (with Planning Commission

reduction, minimum 21' setback required.)

15 feet for green court homes.

15 feet for townhomes.

(2) Rear Yard: 25 feet for single family dwellings

25 feet for patio homes and green court homes. (Planning Commission may not reduce rear yard

setback to less than 20 feet.

Townhomes -- see figures 5 and 6, and subsection 6, below.

(3) Side Yard – Single-Family Dwellings, Patio and Garden Homes, Townhomes:

Eight feet (8') on each side, for a total of sixteen feet (16') between buildings; main buildings only. Ten feet (10') for driveway access to a detached front loading rear garage, see figure 1, above. Where a single family home, patio home or garden home is adjacent to a townhome structure, minimum 16 feet between structures.

(4) Side Yard Corner – All structures:

Where adjacent to any public or private roadway, 20 feet for all main buildings on the side adjacent to the street. Where a reduction in this dimension is requested, the minimum allowed side yard corner shall be not less than 12 feet, subject to Planning Commission review which shall be supported by traffic studies, sight line studies, etc. as provided above

(5) Accessory Building:

Accessory Buildings (other than rear loaded detached garages) shall be located at least 3 feet from the rear line of the main building and at least 1 foot from all property lines; and shall be at least 9 feet from dwellings on adjacent lots. Accessory buildings shall not be built over utility easements. Accessory buildings or structures shall not cover more than fifty percent (50%) of the rear yard.

(6) Detached Garage (Rear loaded):

Shall be located at least 3 feet from the rear line of the main building, 4 feet from rear lot line to accommodate loading apron, at least 1 foot from side yard property lines, and shall be at least 9 feet from dwellings on adjacent lots. Any such garage shall not be built over utility easements, nor shall such garages cover more than fifty percent (50%) of the rear yard.

12-8-107. Maximum Building Height.

- (a) Single-family, patio and garden court homes shall not exceed two stories, with a maximum height of 35 feet. Townhomes shall not exceed three stories with a maximum height of 45 feet.
- (b) Accessory Buildings shall not exceed the height of the main building and in no event shall accessory buildings exceed the height of 25 feet.

12-8-108. Off-Street Parking, Loading, and Access.

The requirements of Chapter 12-24 OFF STREET PARKING AND LOADING of this Title shall apply to this zone.

12-8-109. Signs.

The requirements of Chapter 12-27 SIGNS of this Title shall apply to this zone.

12-8-110. Site Plan Review.

The requirements of Chapter 12-23 SITE PLAN REVIEW of this Title shall apply to this zone.

12-8-111. Fencing.

The Fencing requirements of Chapter 28 of this Title shall apply to this zone.

12-8-112. Storage/Trash.

No trash, garbage, used materials or wrecked, inoperable or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept in fully enclosed buildings for planned developments. All structures built to accommodate the storage of trash and garbage shall be constructed using a design compatible with the primary structure(s).

12-8-113. Landscaping.

The requirements of Chapters 12-25 LANDSCAPE STANDARDS shall apply to this zone. Chapter 12-26 WATER EFFICIENT LANDSCAPE AND IRRIGATION of this Title shall apply to developments of patio homes, green court homes and townhomes.

12-8-114. Grading and Drainage.

All grading, storm water and stormwater systems within a development shall comply with applicable City requirements, including the requirement that all stormwater shall be detained or retained on site.

12-8-115. Open Ditches and Canals.

Open ditches and canals such as the A1 and A2 drains shall not be allowed to remain open. The developer shall comply with the requirements of the City, the Weber Basin Water Conservancy District and other canal/irrigation companies or agencies to:

- (a) Create a linear parkway with trails located within the A1, A2 drains and any future canal corridors:
- (b) Design and construct landscaping in the corridor in park-like fashion acceptable to the City;
- (c) Provide safe and effective methods of covering, realigning, or eliminating ditches or canals within or adjoining the development;
 - (d) Construct pipe and culverts as required;
- (e) Provide for periodic inspection, cleaning and maintenance of such ditches, pipes and culverts; and
 - (f) If required, dedicate such facilities to the City.

12-8-116. Utilities.

All utility distribution lines shall be underground in designated easements. No pipe, conduit, cable, line for water, gas, sewer, drainage, steam, electricity or any other energy or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground except hoses, movable pipes used for irrigation or other purpose during construction. Transformers shall be grouped with other utility meters where possible and screened with vegetation and other appropriate methods.

12-8-117. Lighting.

Electrical reflectors, spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, signs, parking and loading areas, provided they are equipped with proper lenses or other devices concentrating the illumination upon the building, landscaping, signs, parking and loading areas, on any property, and preventing any bright, direct illumination upon adjacent property or any public right-of-way. No unshielded lights, reflectors, or spotlights shall be so located that they are shining towards or are directly visible from frequently traveled public right-of-way.

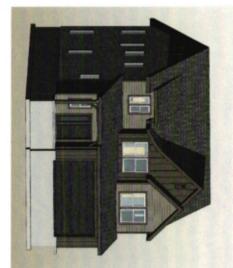
12-8-118. Parks and Open Space.

The City's General Plan provides that a community park will be located in or near this zone. The area of this zone may be subject to future regulations that address the development of the park.



PROJECT TO BE PREFORMED IN STRICT ACCORDANCE WITH THE 2018 IRC AND ALL LOCAL APPLICABLE CODES

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6.05 - Bedroom	Railing Lipper Level
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6.07 - Frephon	Add gas line in leurstry
raditional Fireplace - 32"	Auto gas line for future freplace
Rodern Fireplace - Linear 42"	Add gas line for future (860)
6:00 - Window Prackage	Off 02 - Insulation
arrily & Direng Wilndow - 12" Transport Package	Included insulation (R19 bit, R38 aftc, R11 bamb)
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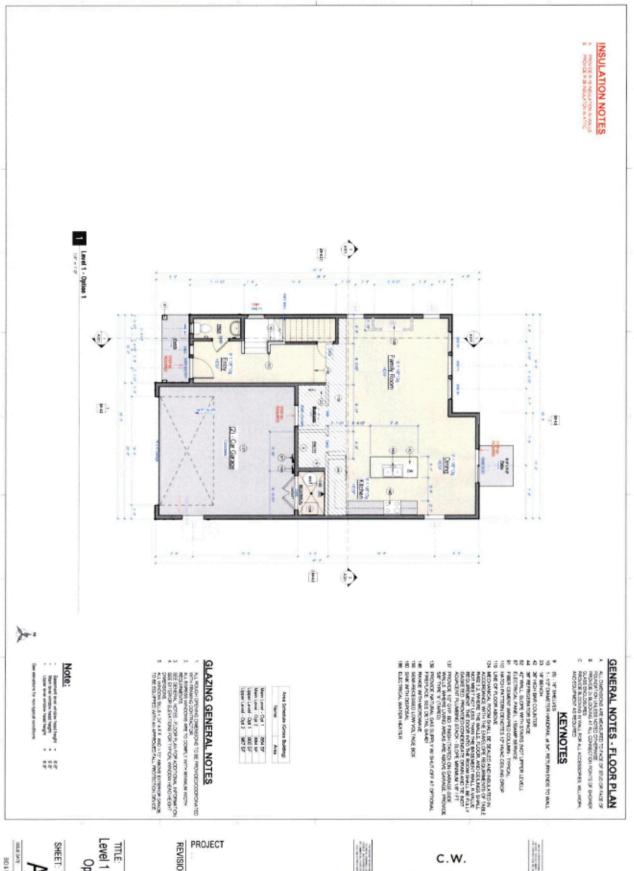
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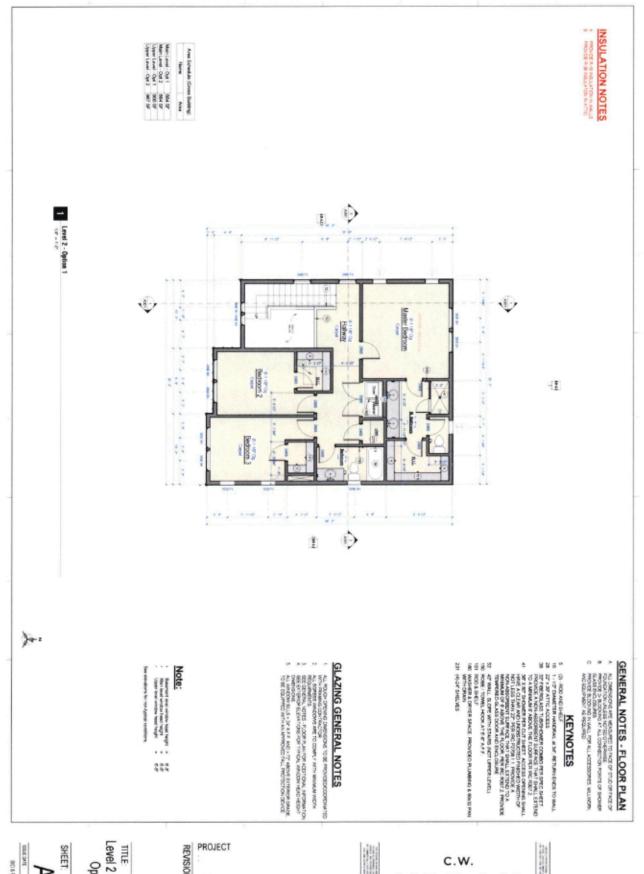
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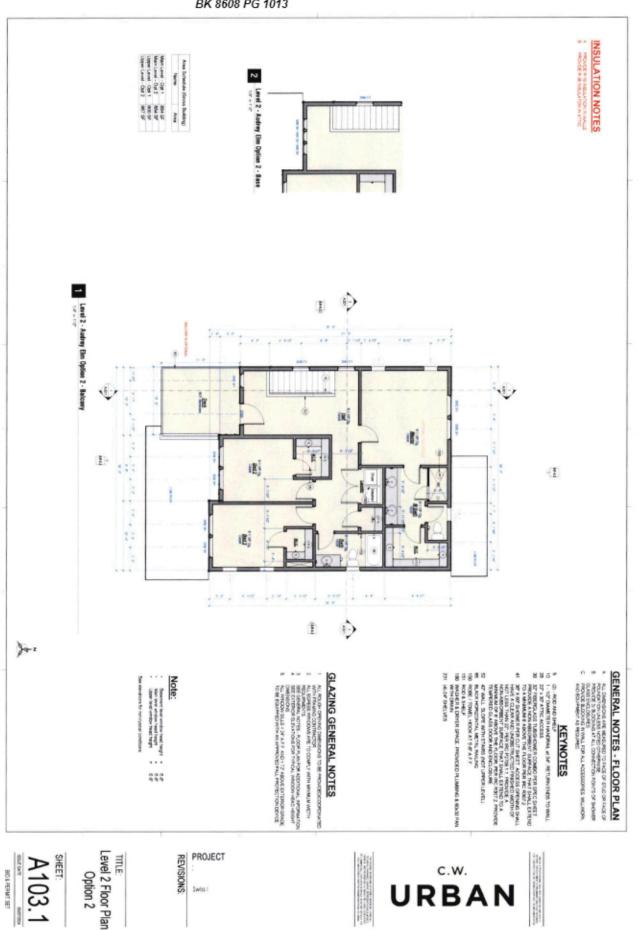
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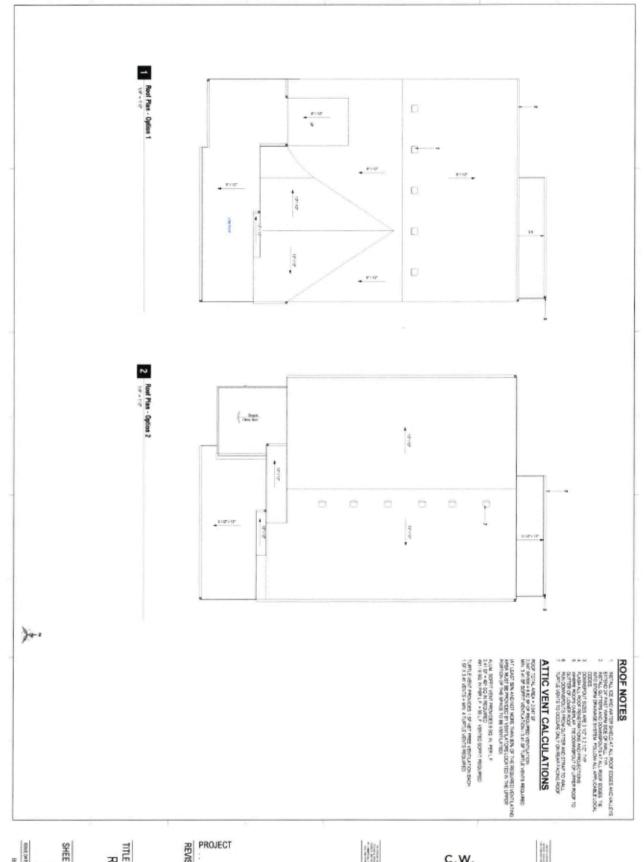
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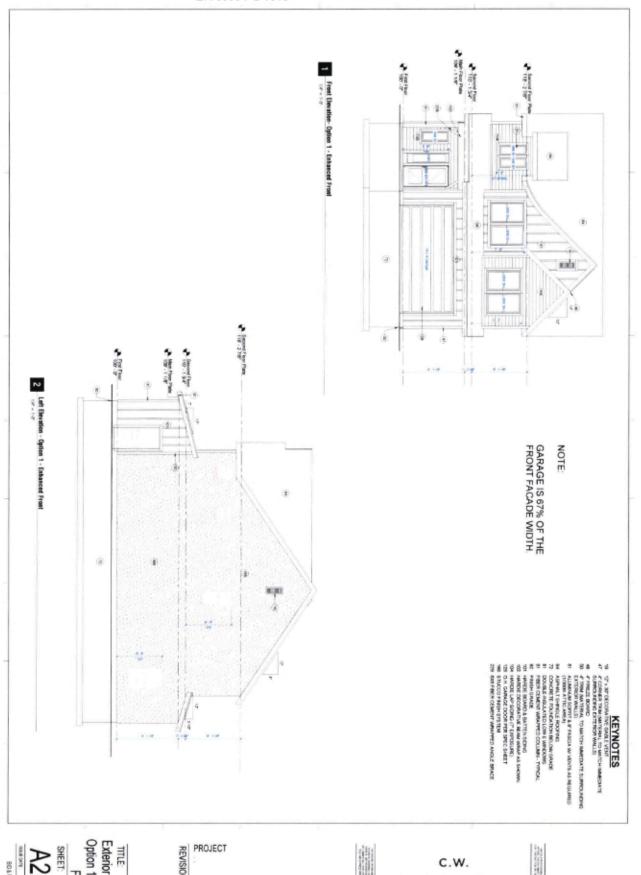
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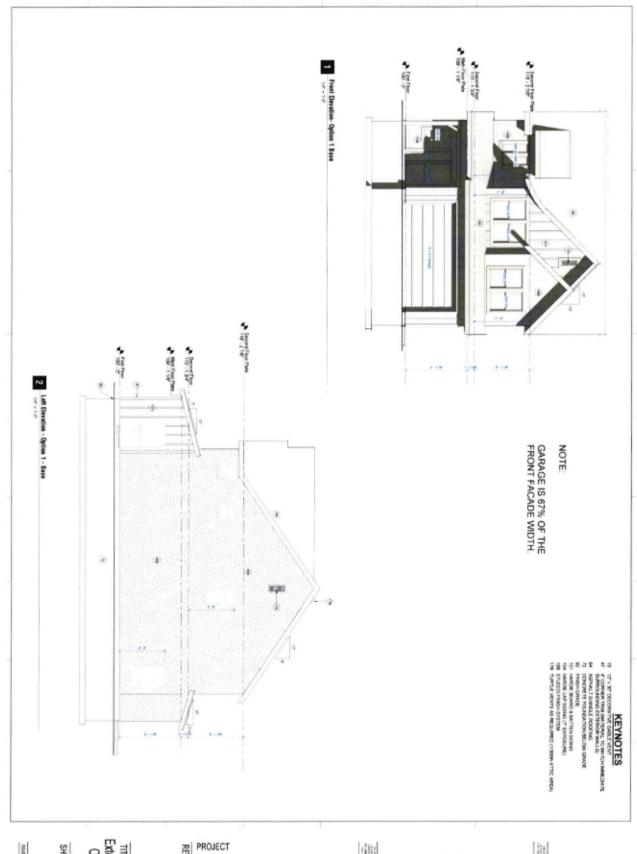
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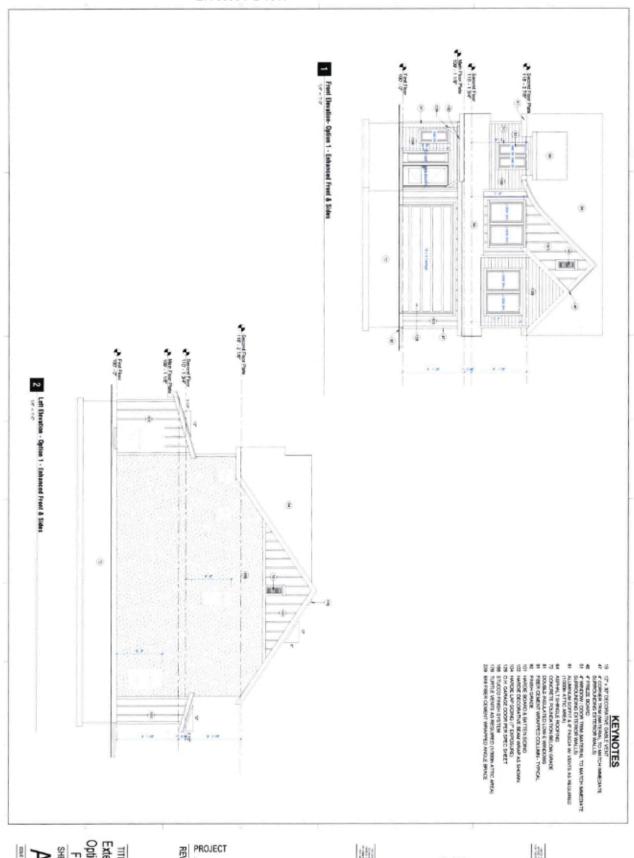
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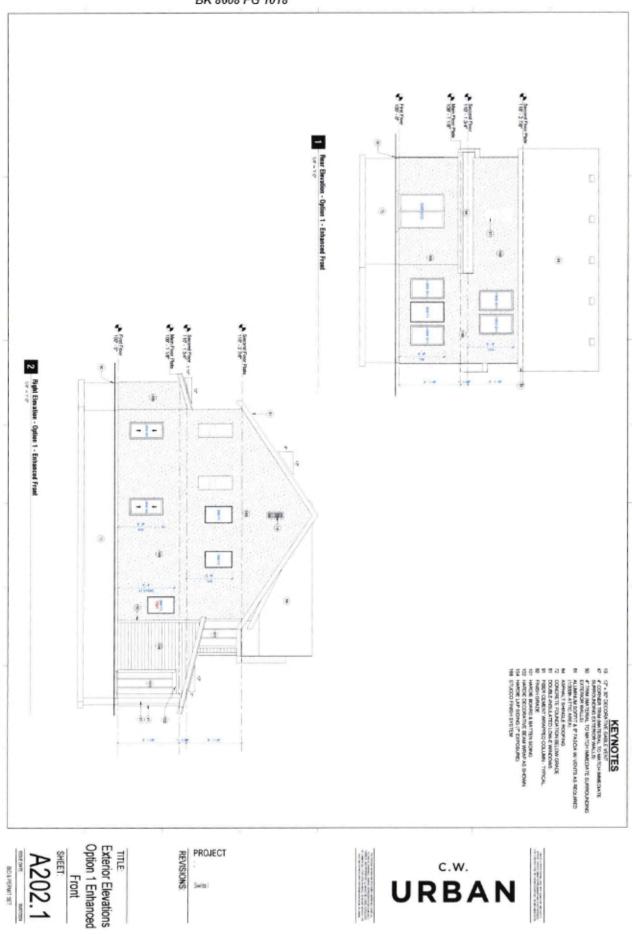
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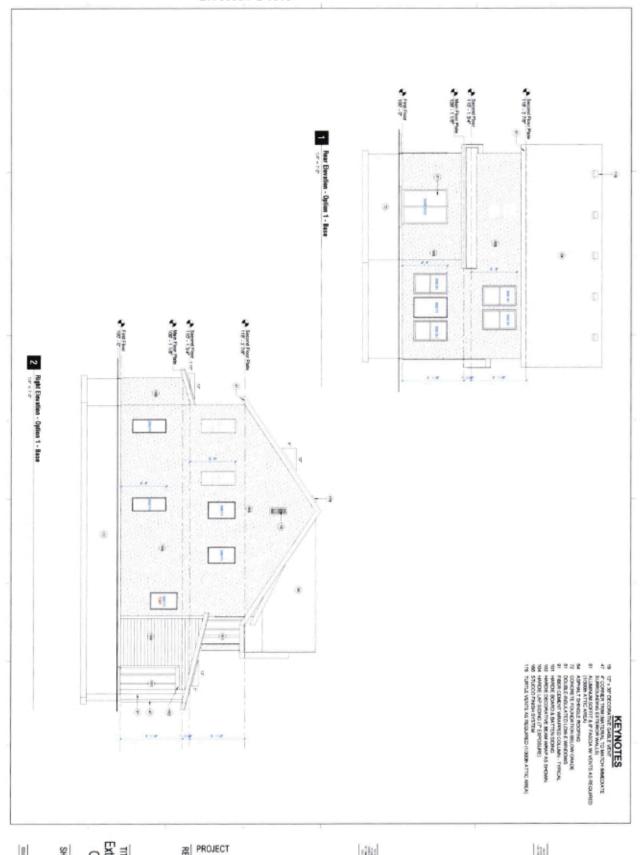
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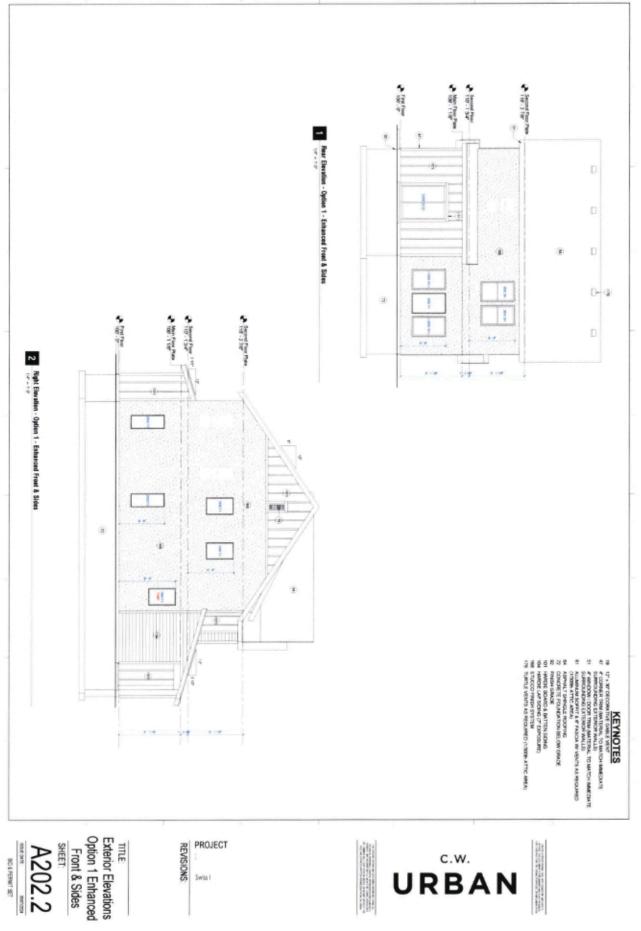
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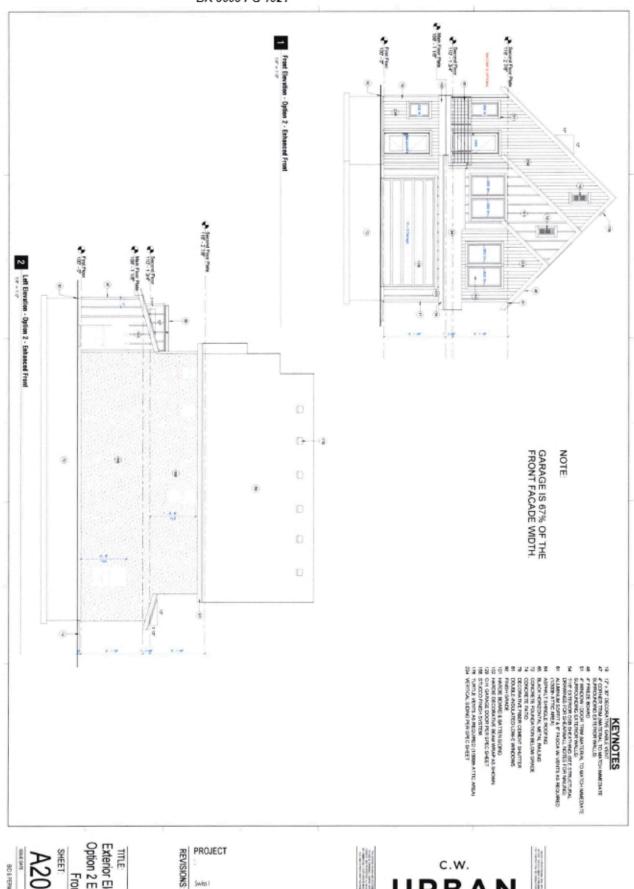
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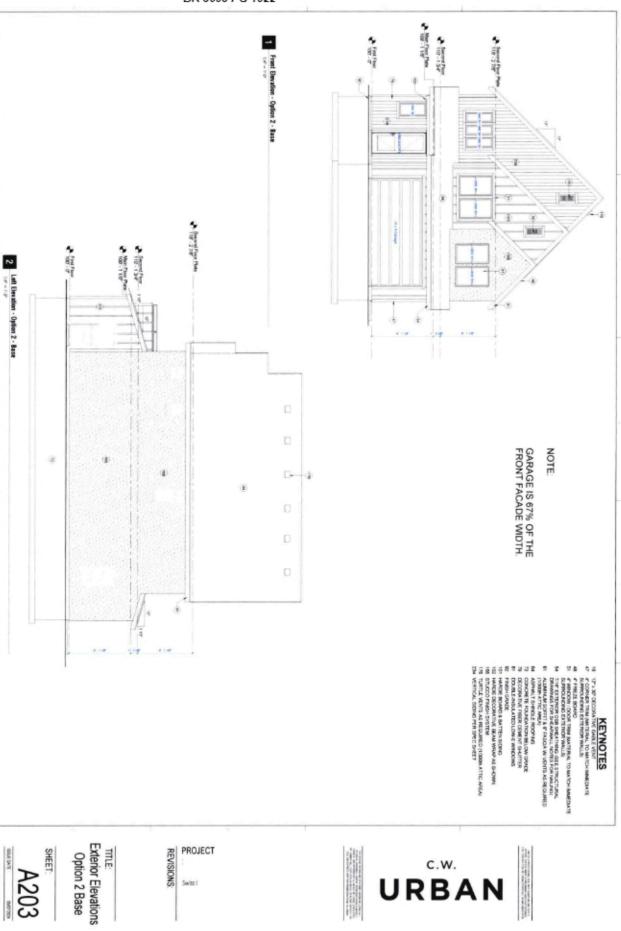
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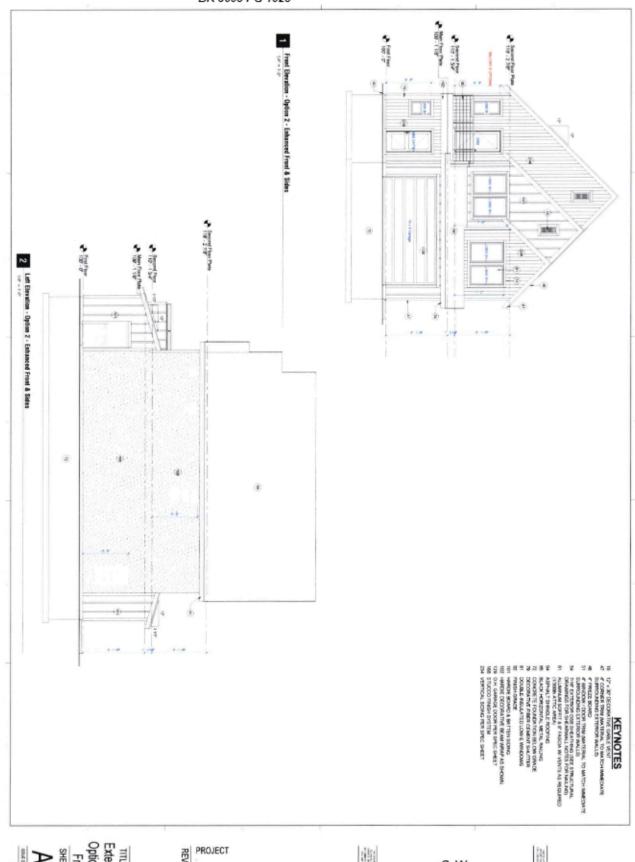
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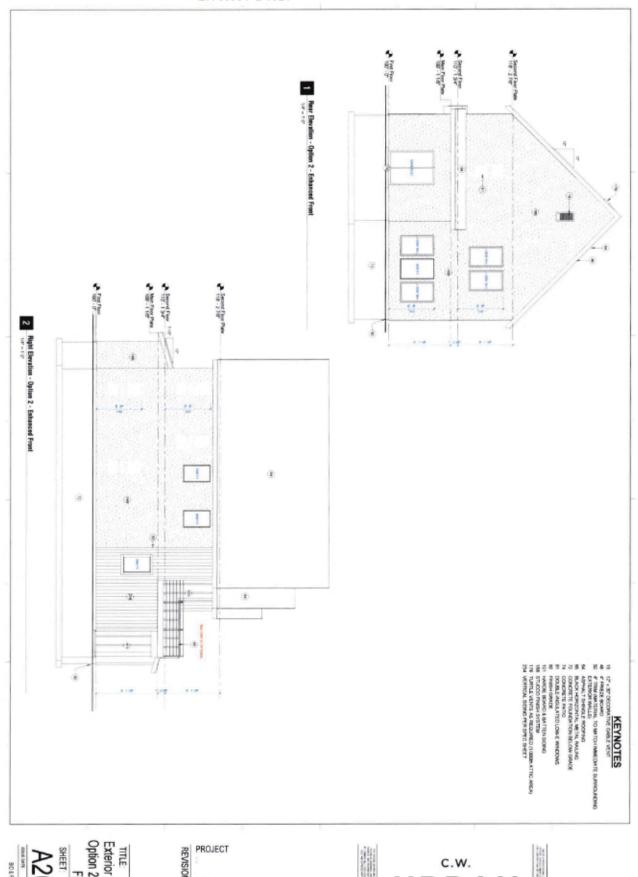


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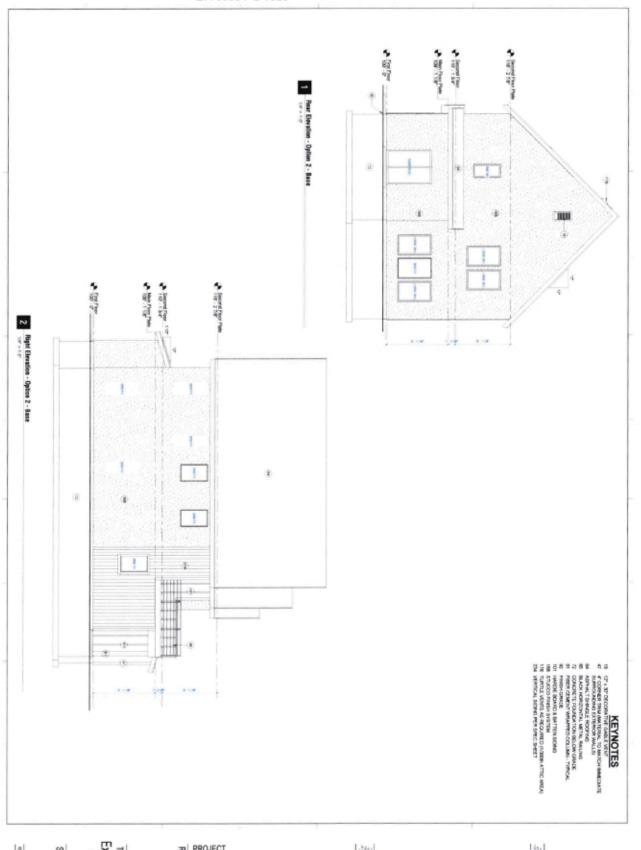


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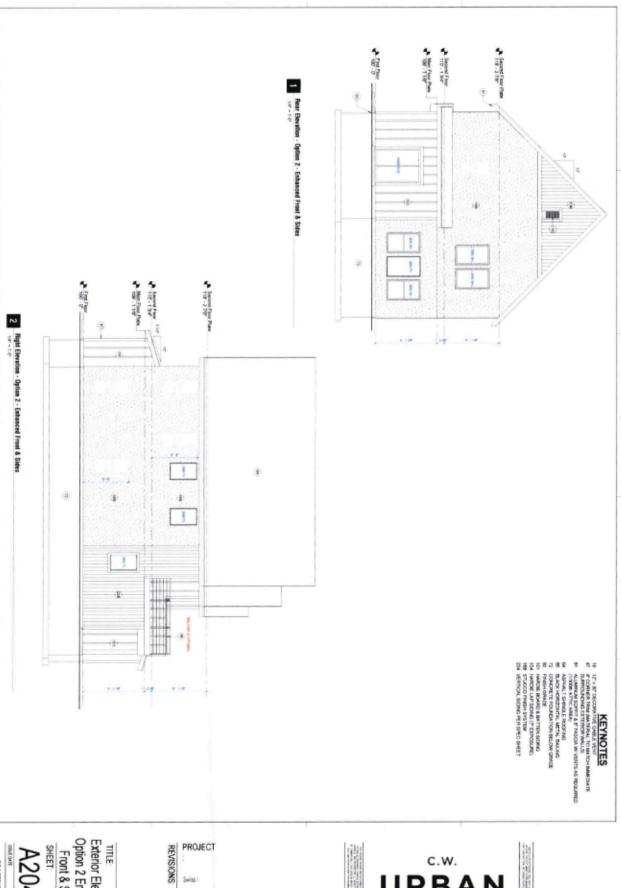
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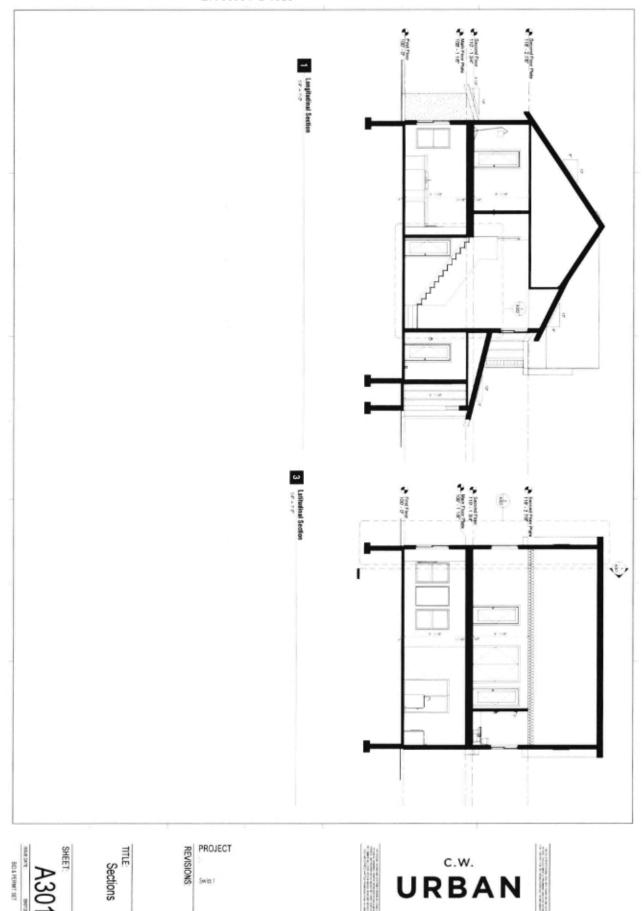
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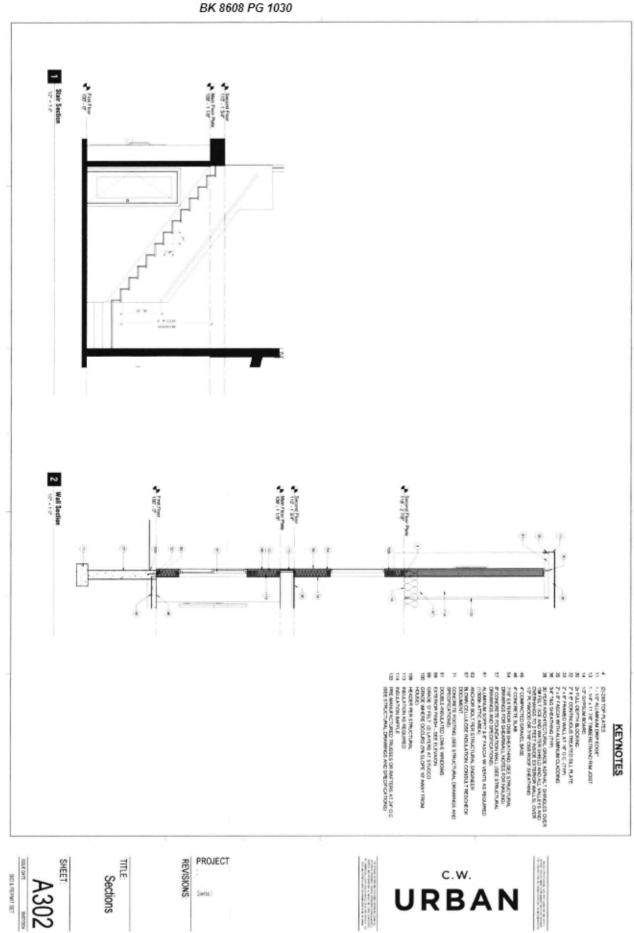


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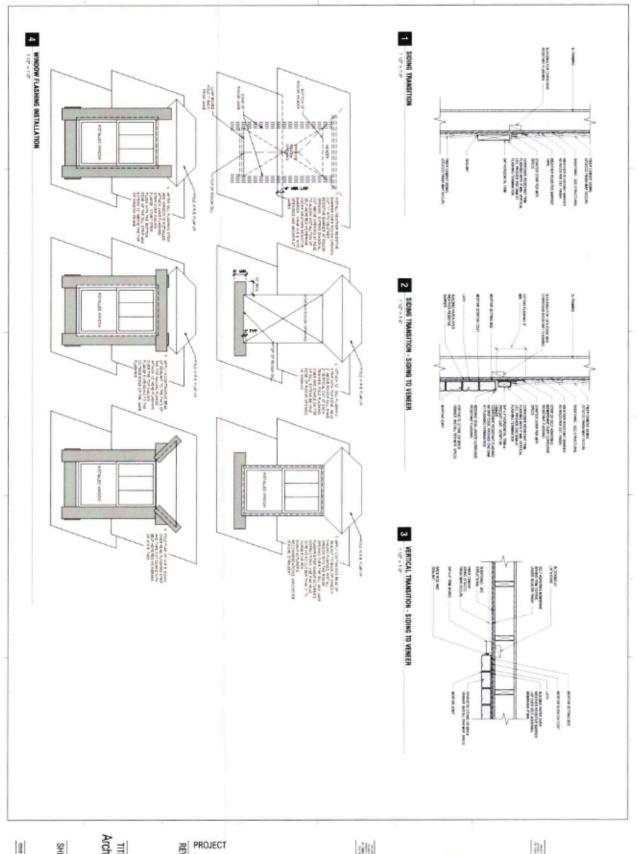
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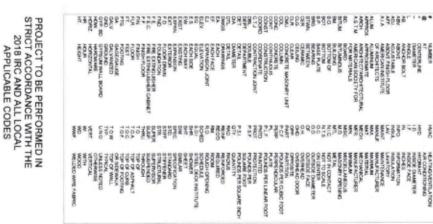
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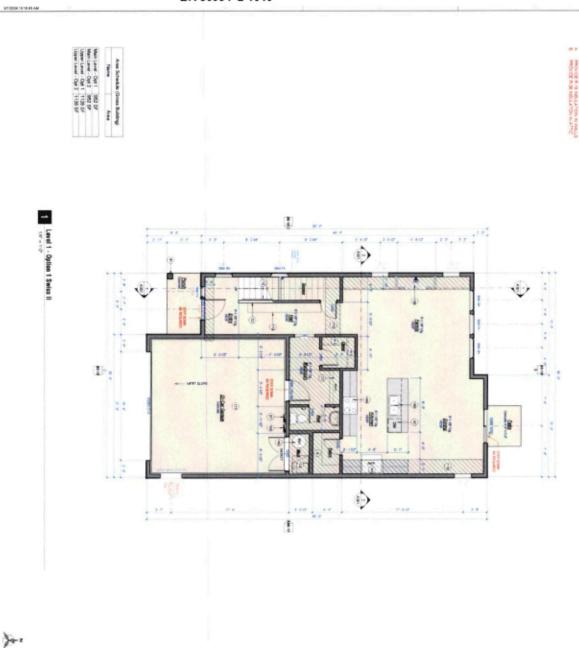
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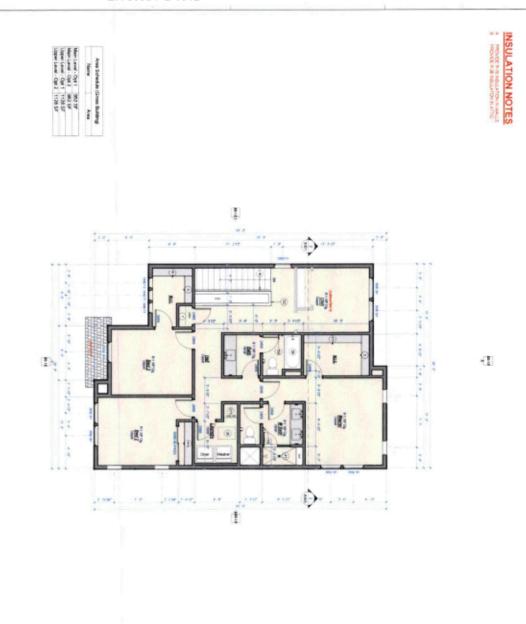
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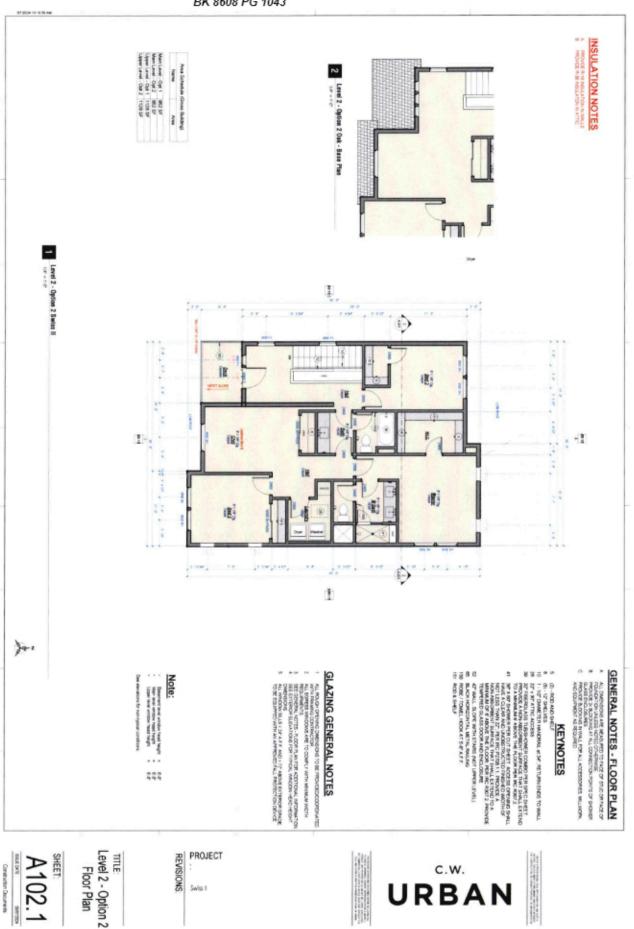
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Level 2 - Option 1 Floor Plan

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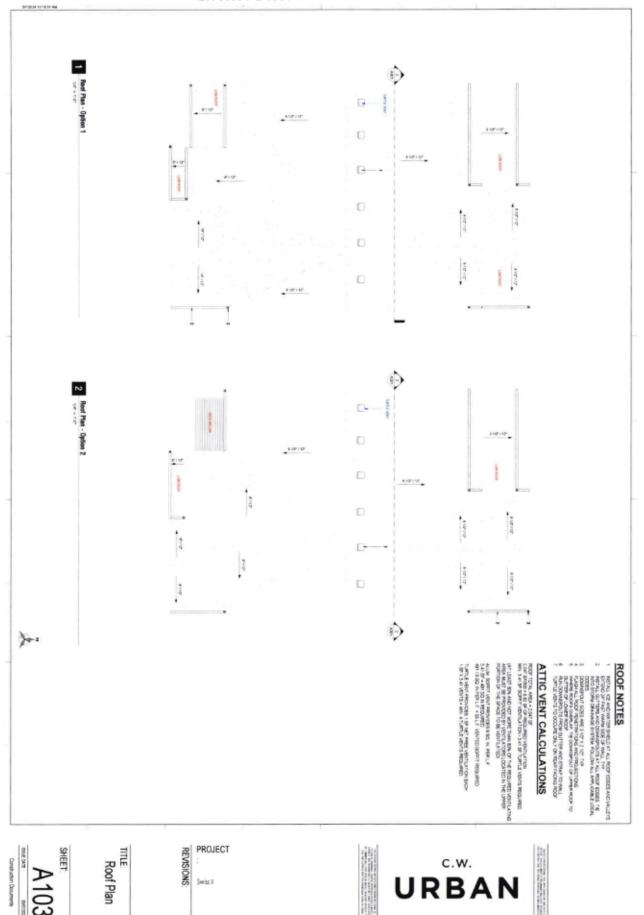
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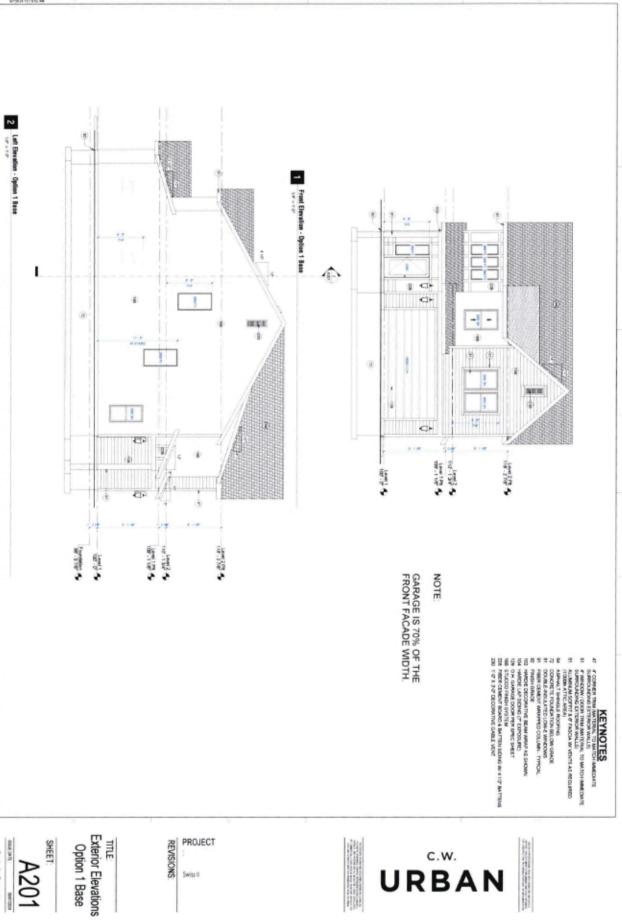
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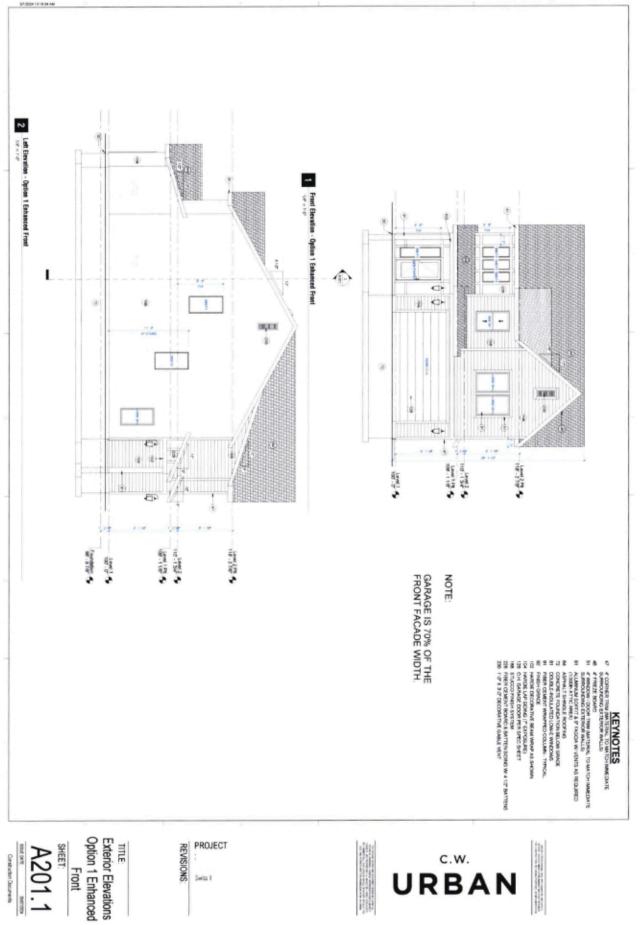
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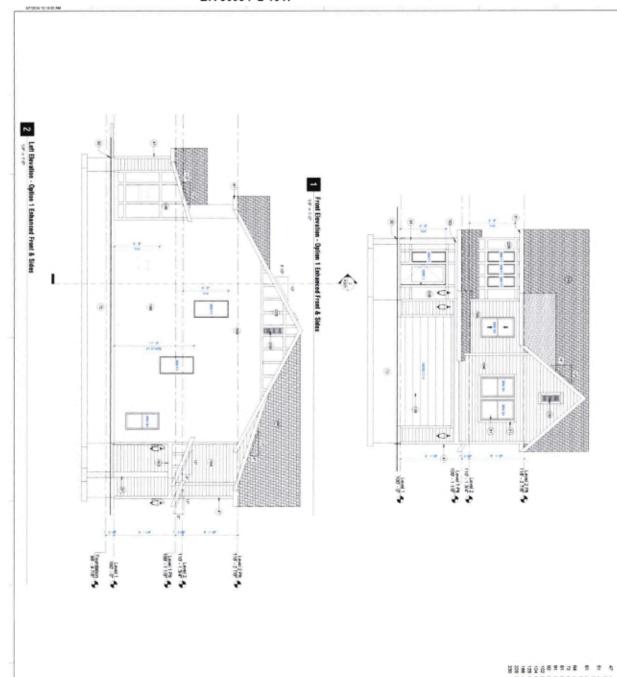




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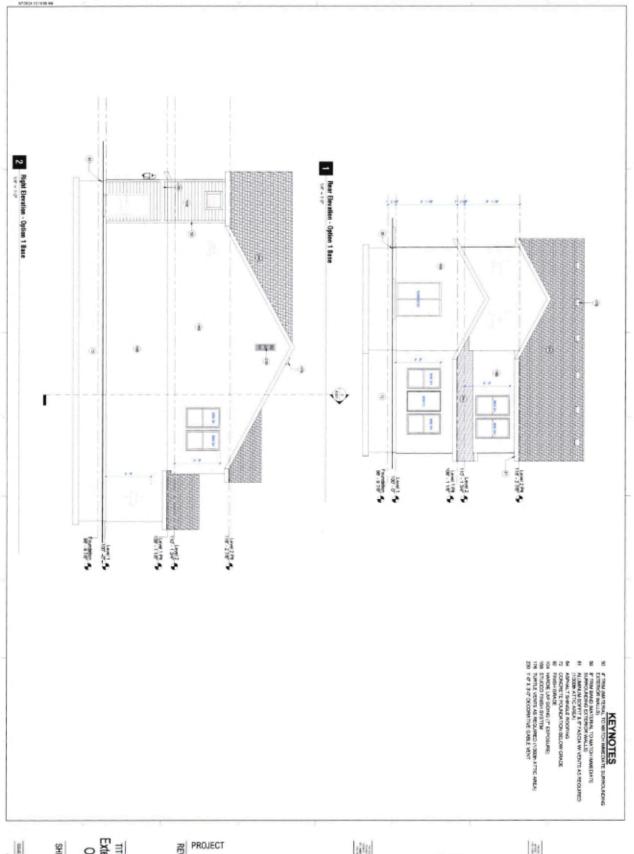
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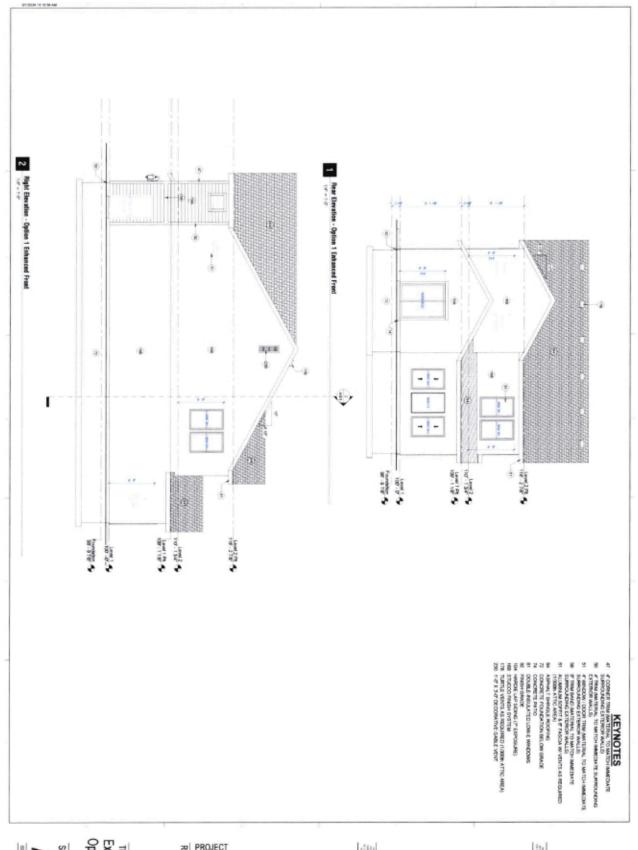
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Exterior Elevations
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Exterior Elevations
Option 1 Base

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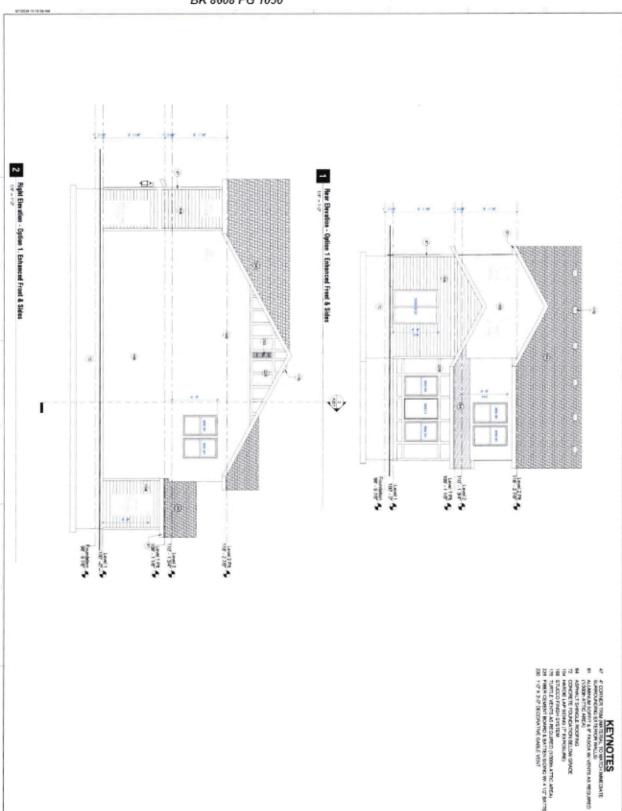
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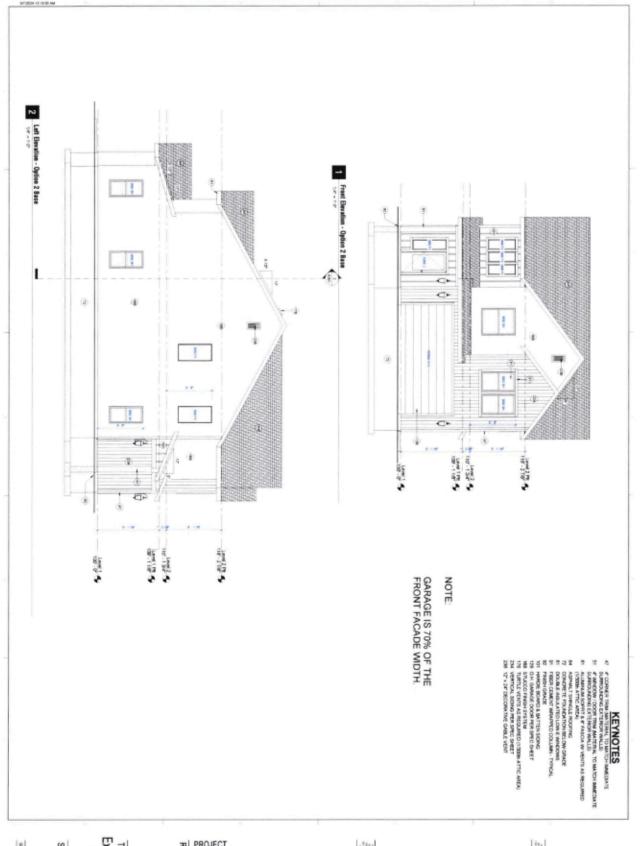
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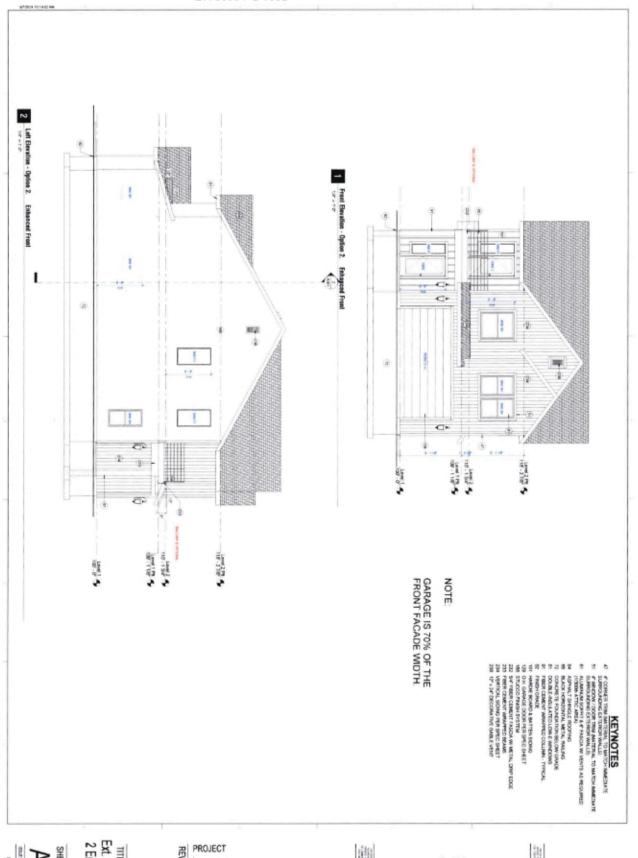
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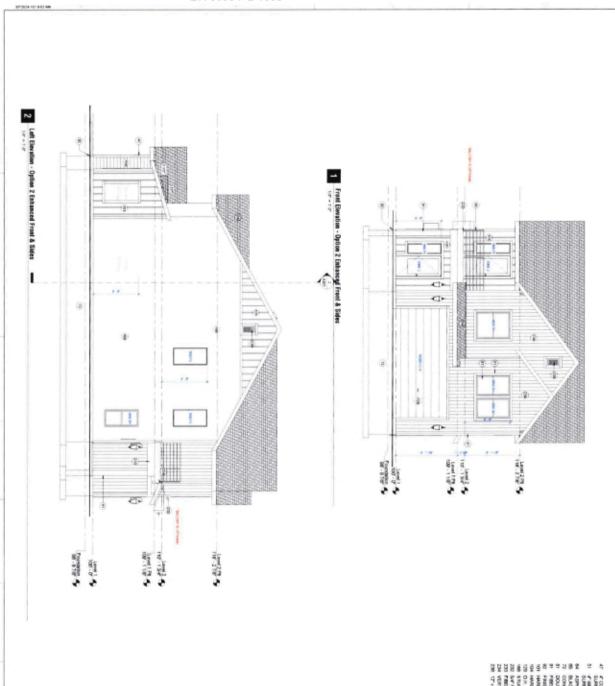
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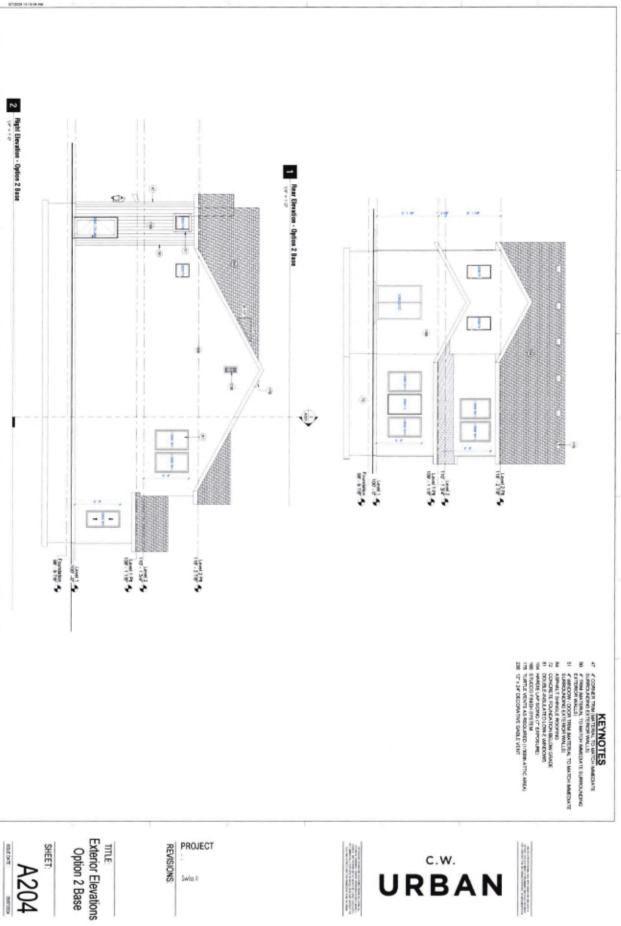


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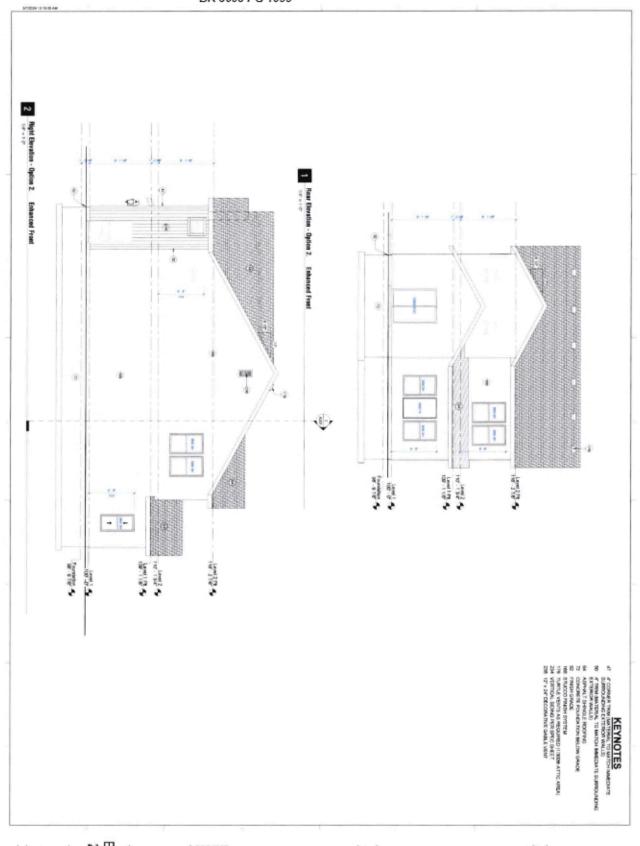
PROJECT

Swiss II

REVISIONS:



Swiss II



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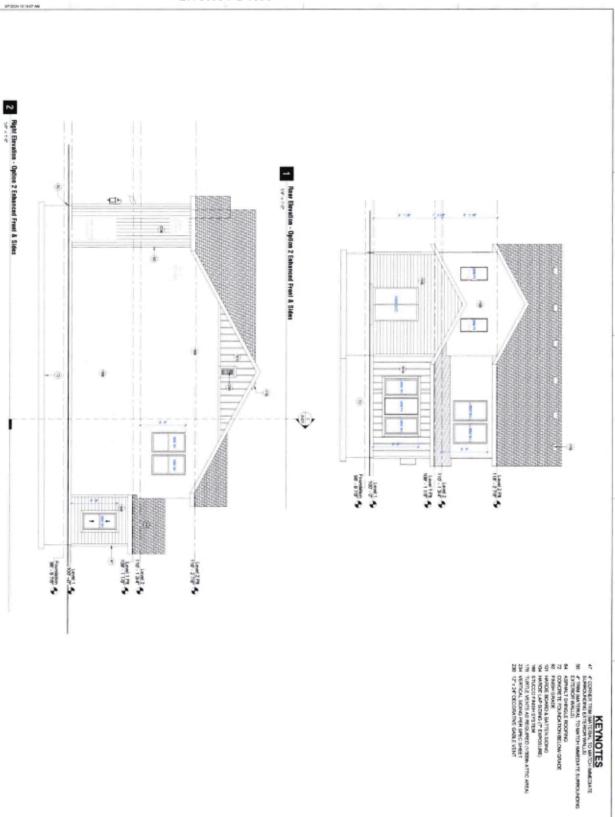
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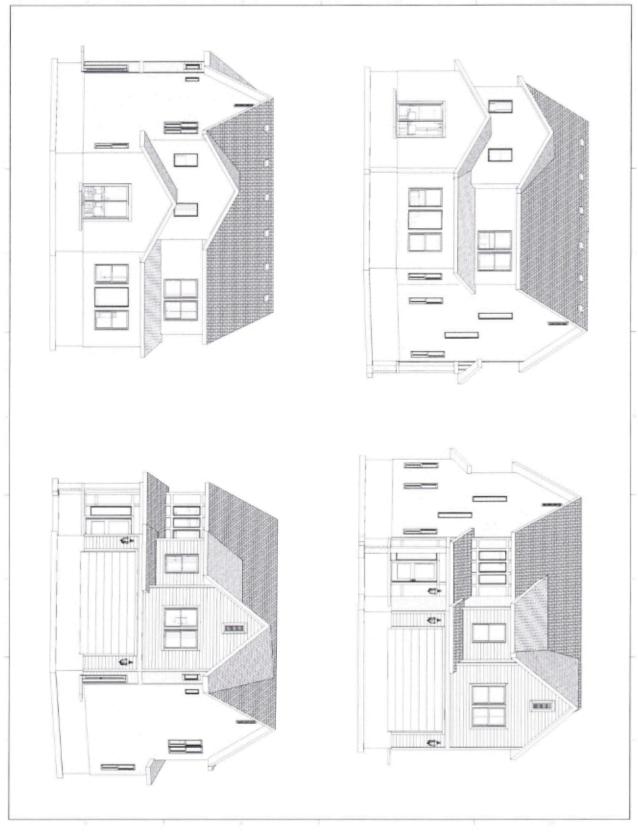


Exterior Elevations
Option 2 Enhanced
Front & Enhanced
SHEETSides
A204.2

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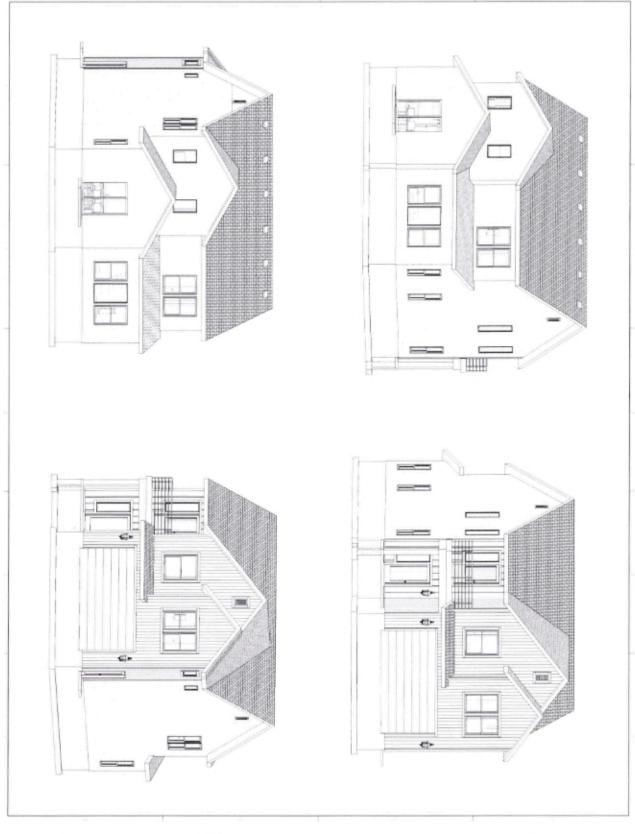
PROJECT

Swiss II



Perspectives
Option 1
Enhanced Front
SHEET:
A205

PROJECT Swiss II Plan



A206

Perspectives
Option 2
Enhanced Front
SHEET:

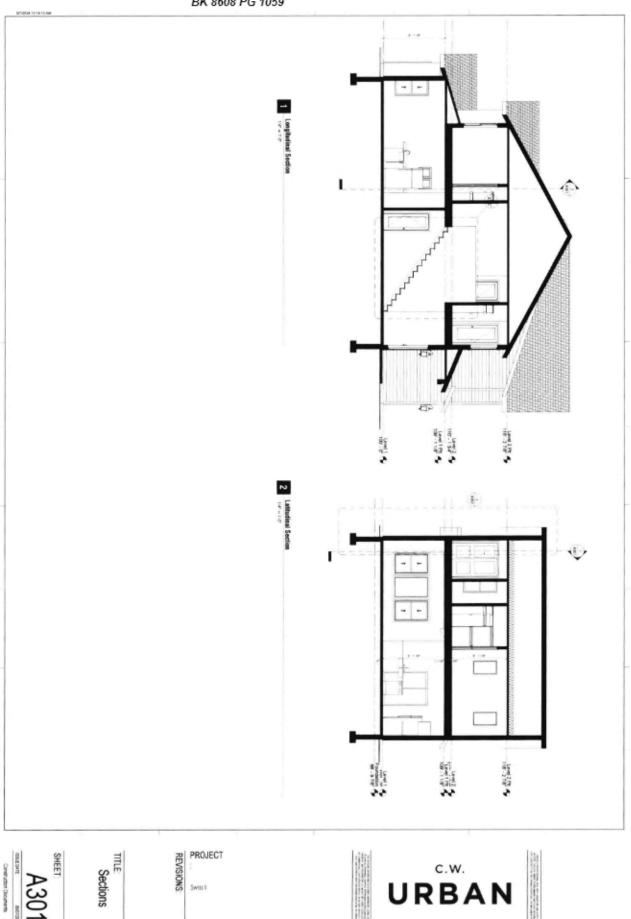
PROJECT Swiss II Plan

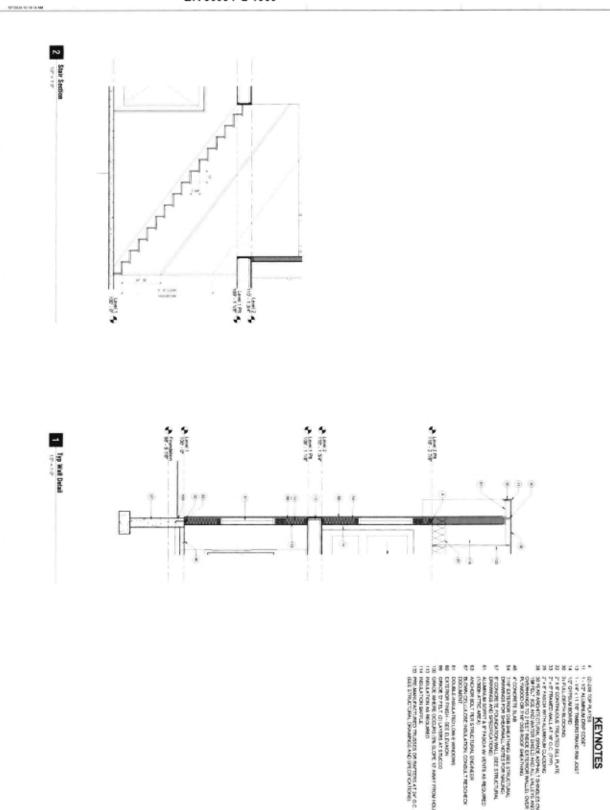
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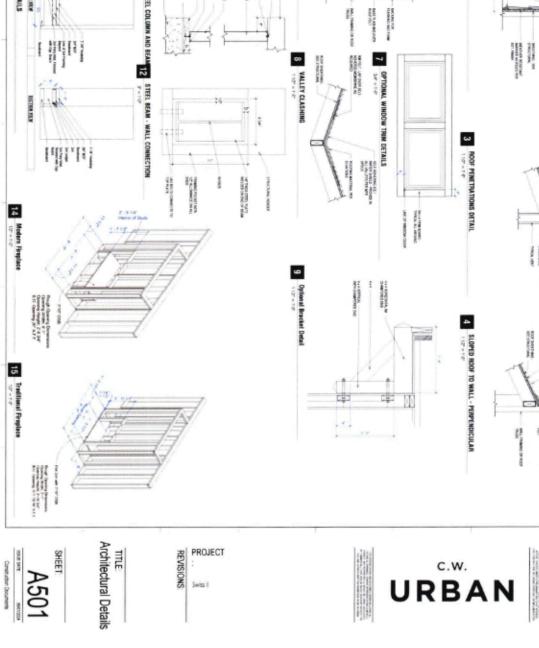


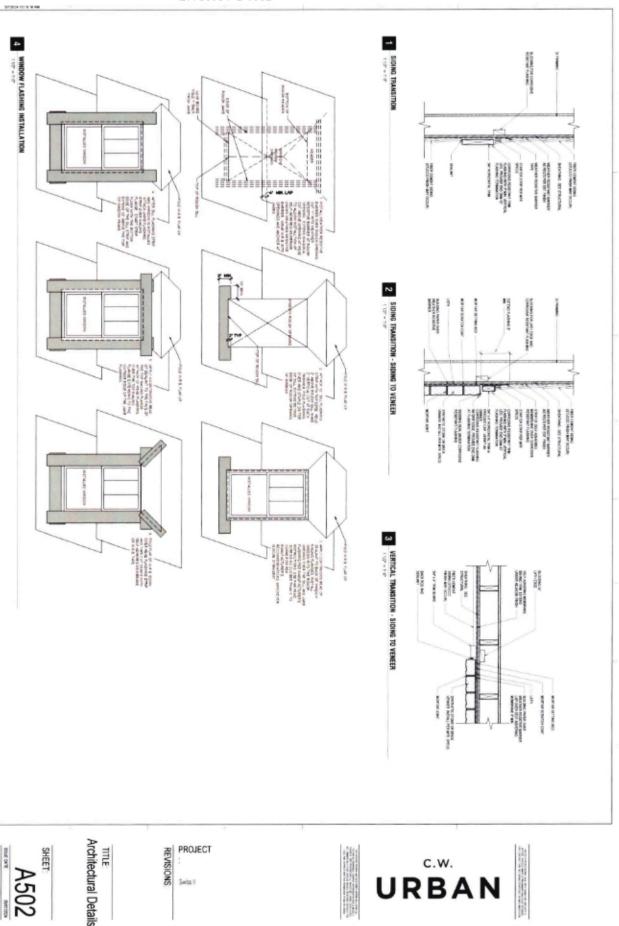


Sections

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PROJECT





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Electrical Boxes at rated walls:

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Electrical Notes for Base Models:

Provide 200 and for BlowdPange, Clother Dyer and AC Condense Provide gas for Water Heater U.N.O. Provide 2 and longs of 110 outlet at Caurely area for two untages un-

PROJECT REVISIONS:

editive continting exagations.

Authorized may be on travel creat stated above, or on a separate creat rated 15- anglesse or greater per IRC (\$275).

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Level 1 - Option 1
Electrical Plan



Level 1 - Option 2
Electrical Plan

PROJECT REVISIONS:





Electrical Notes for Base Models:

inchen island to coop within 12" of counter top er shall have a disconnect (BITOT 5) ghing must be wased per RPC N1102 4.5 of (2) 25 ampero-shed banch circuits are very

en countentos mostracies. person may be on tresnon circult stated above, or on a separas it stated 15- ampienes or greater par IPC ESTCO.2.

Electrical Boxes at rated walls:

TITLE:
Level 2 - Option 1
Electrical Plan

Level 2 - Option 1 Bedrical Plan

142

PROJECT : Swiss I

Level 2 - Option 2 Sectrical Plan





A minimum of (2)-(20-angues attack branch croutils are implained for the solution countering completion.

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Electrical Boxes at rated walls:

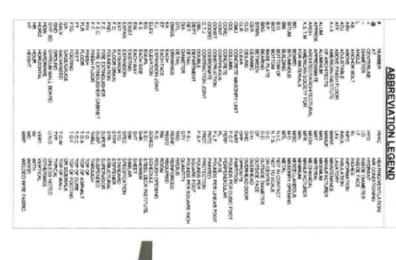
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Electrical Notes for Base Models: Provide 220 amp for Standiflangs, Clothes Diyer and AC Condenses Francis gas for Vision Hasses U.N.O. Provide 2 mod rings at 110 collect at Laundry sees for the violage unit habitated in specified.

142

TITLE: Level 2 - Option 2 Electrical Plan

PROJECT TO BE PERFORMED IN STRICT ACCORDANCE WITH THE 2018 IRC AND ALL LOCAL APPLICABLE CODES







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General Notes

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LOT INFORMATION:

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Floor Elevations

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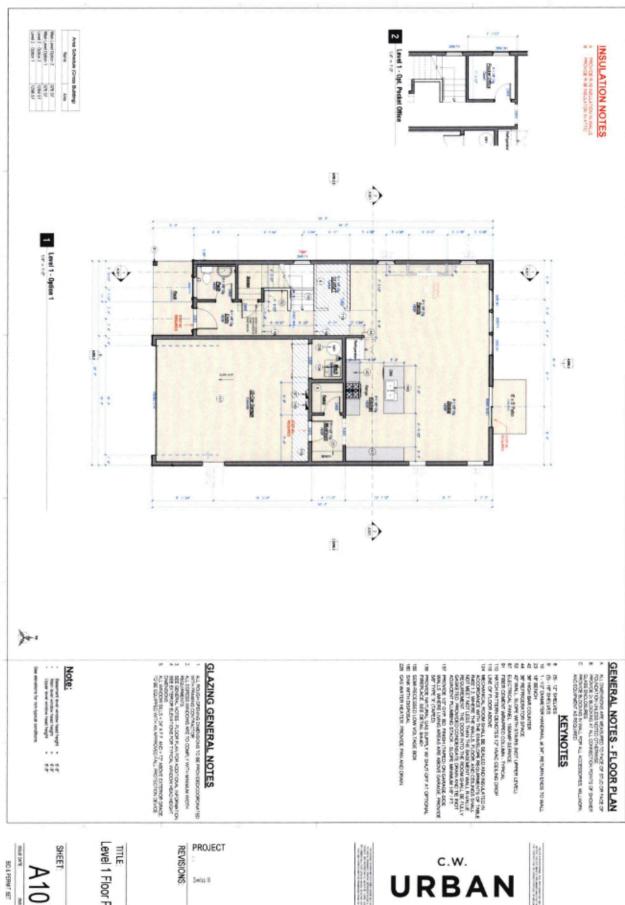
REVISIONS:

TITLE: Site Plan

1 Site Plan

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SSUE DATE BETTER BILLS PERMIT SET



Level 1 Floor Plan

REVISIONS

Swiss II



GENERAL NOTES - FLOOR PLAN

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- KEYNOTES

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Level 2 Floor Plan Option 1

PROJECT

REVISIONS

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GENERAL NOTES - FLOOR PLAN

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- KEYNOTES

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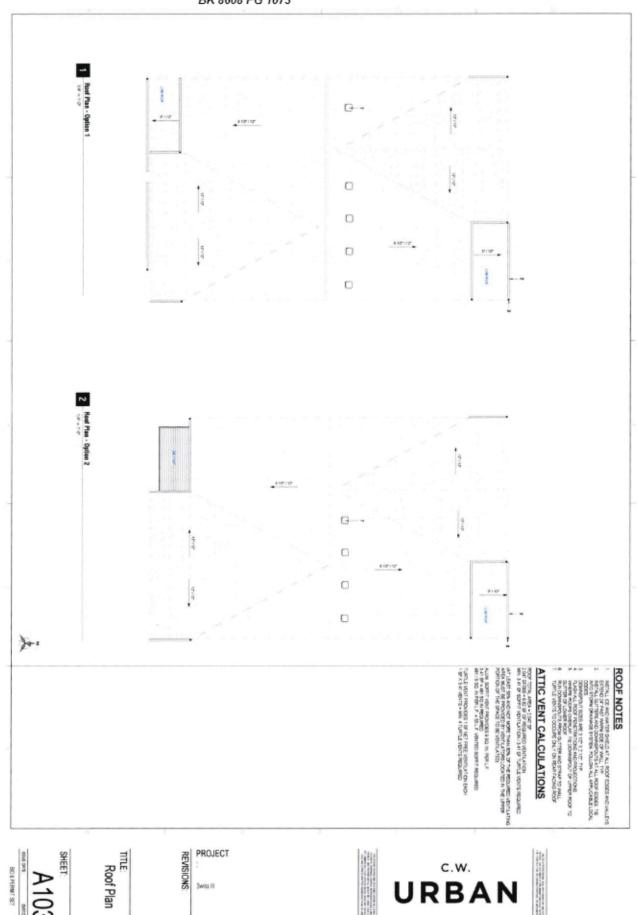
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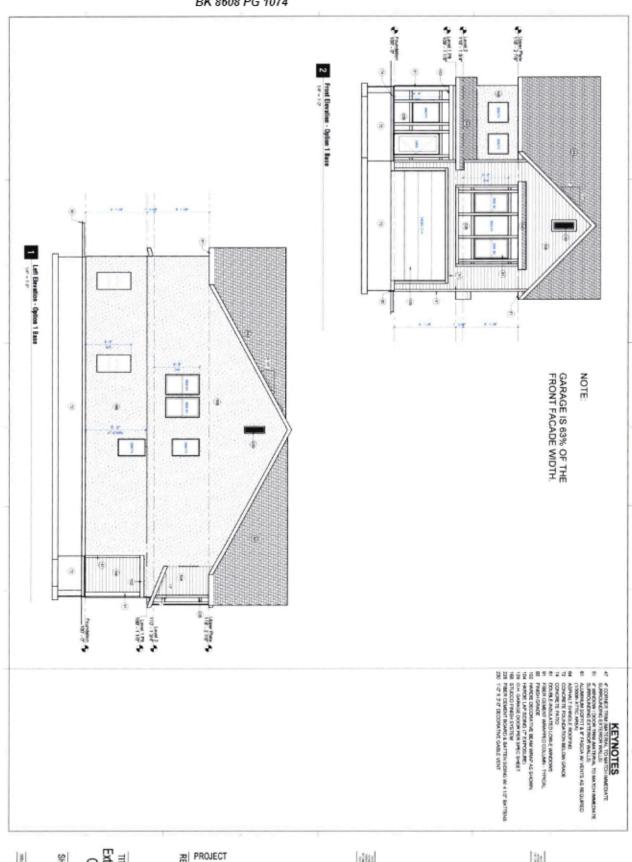
Level 2 Floor Plan Option 2

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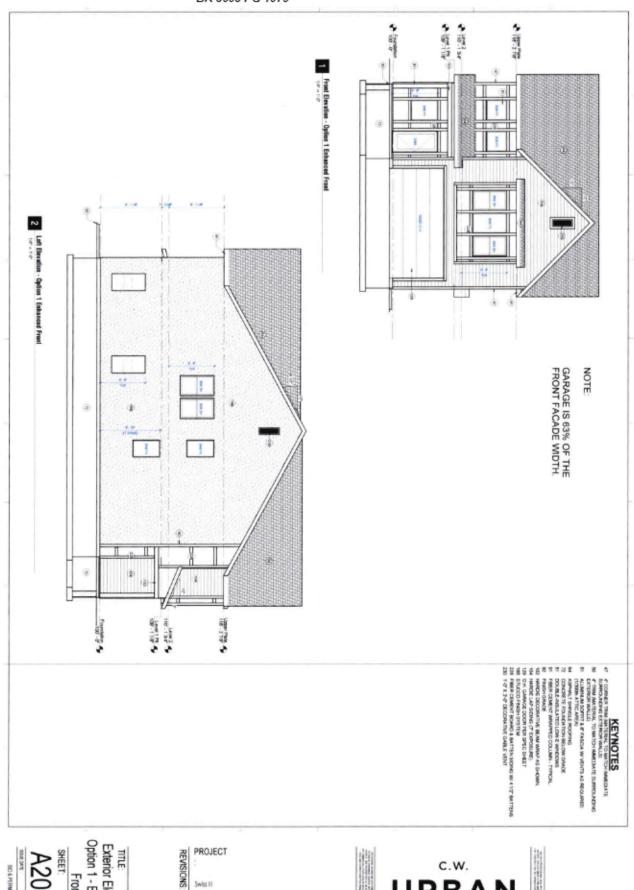


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Exterior Elevations Option 1 Base

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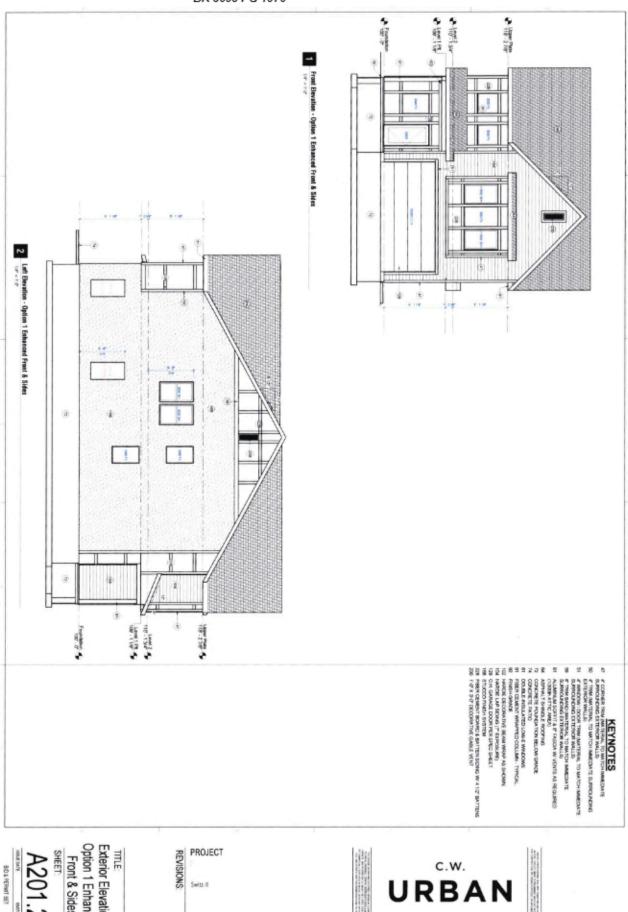
Swiss III



Exterior Elevations Option 1 - Enhanced

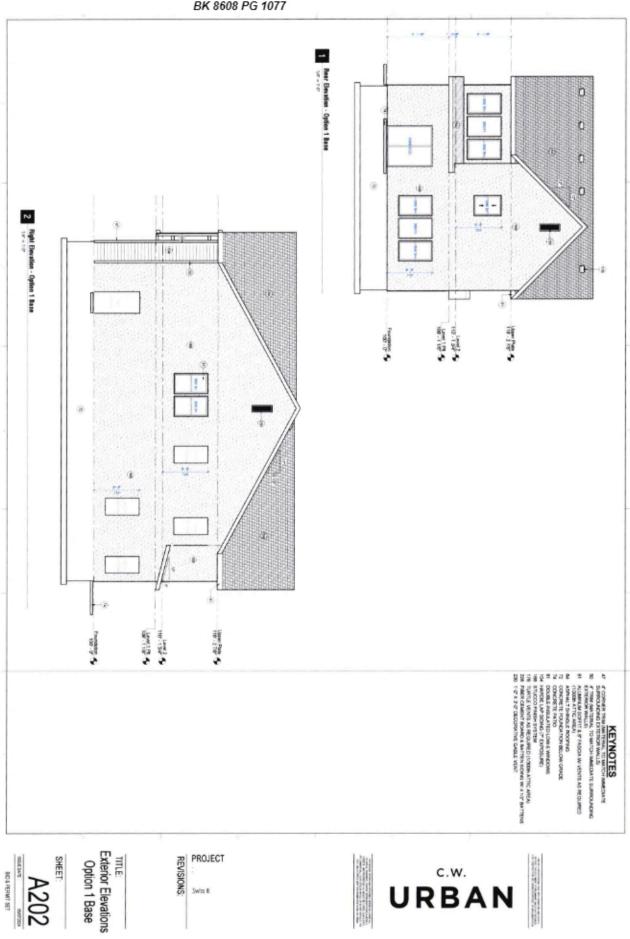
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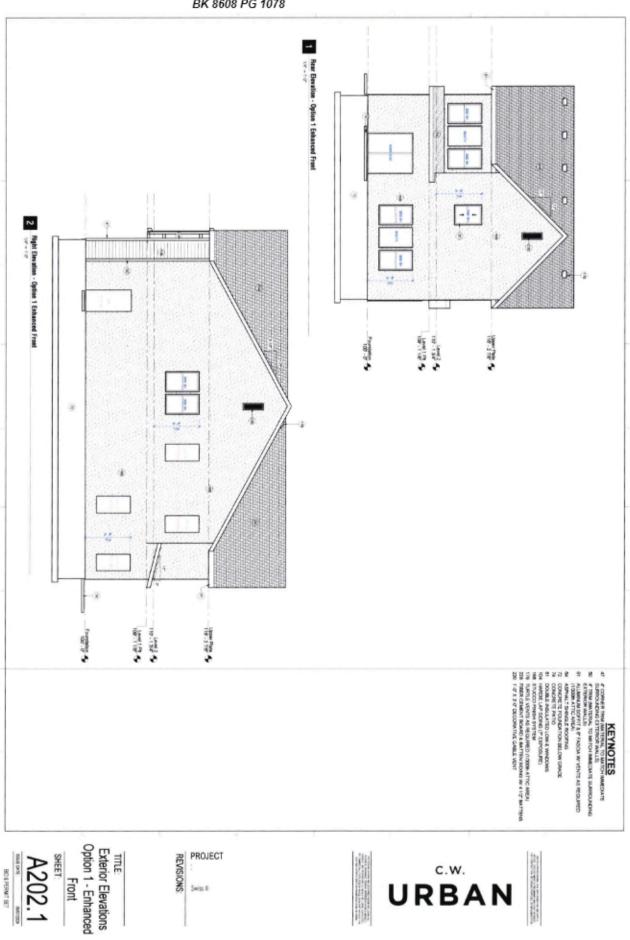
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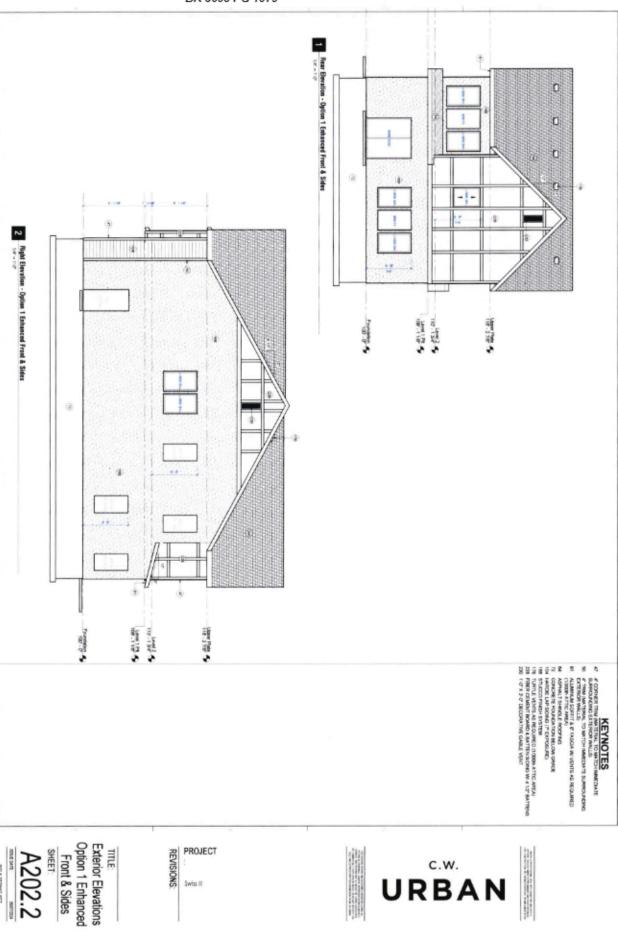


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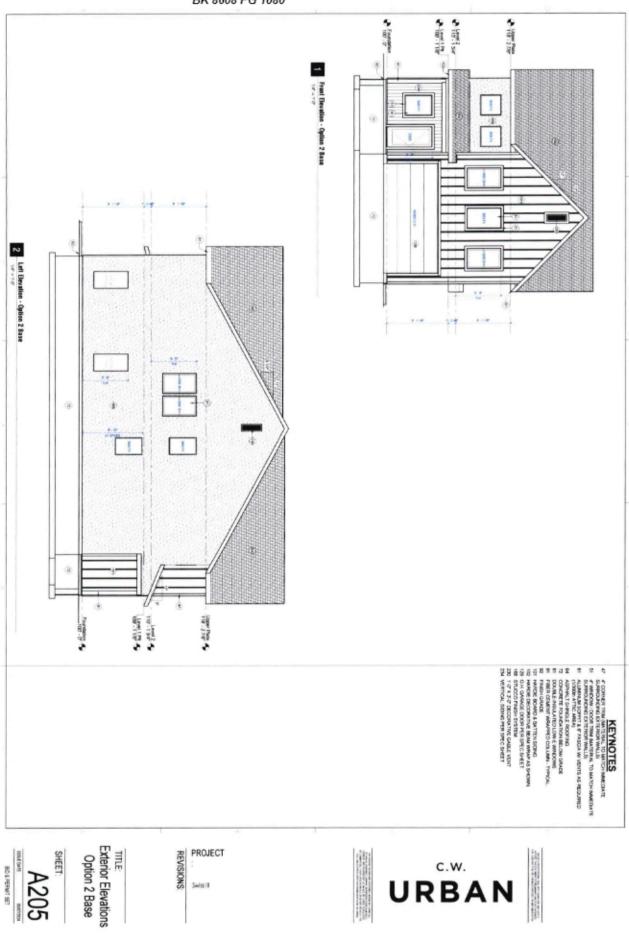
Exterior Elevations
Option 1 Enhanced
Front & Sides

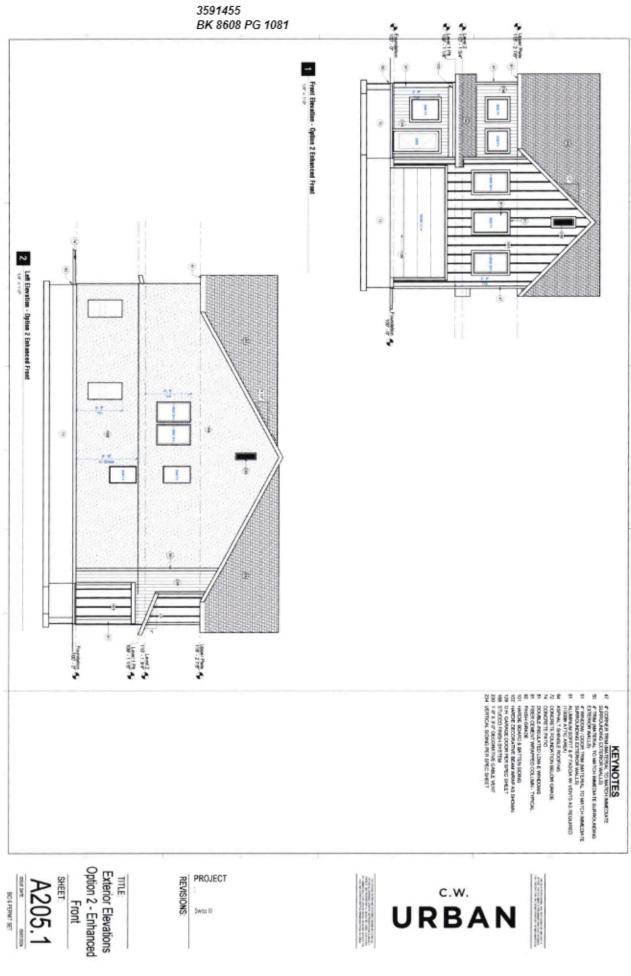




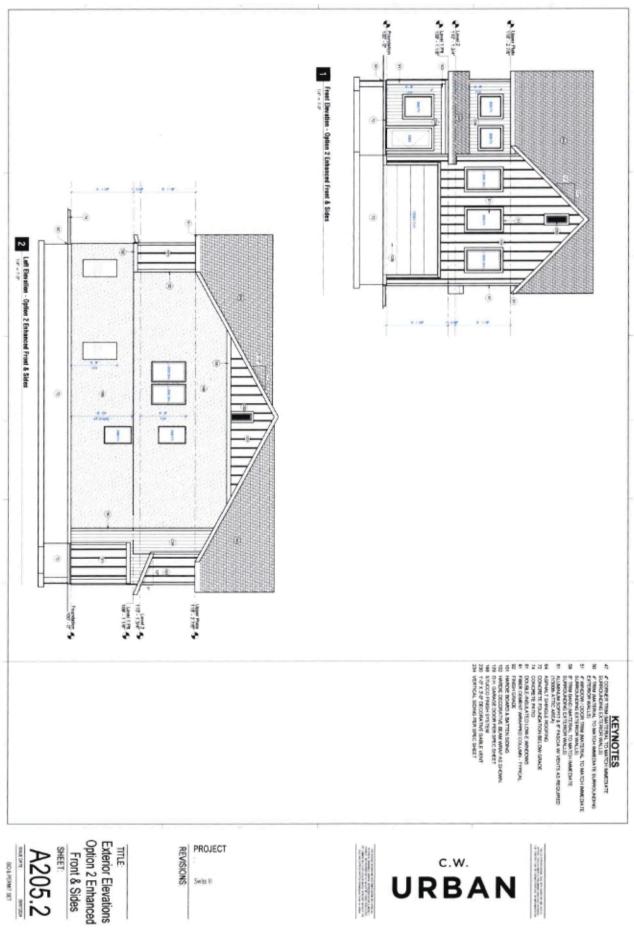


A202.2 BD & PERMIT SET



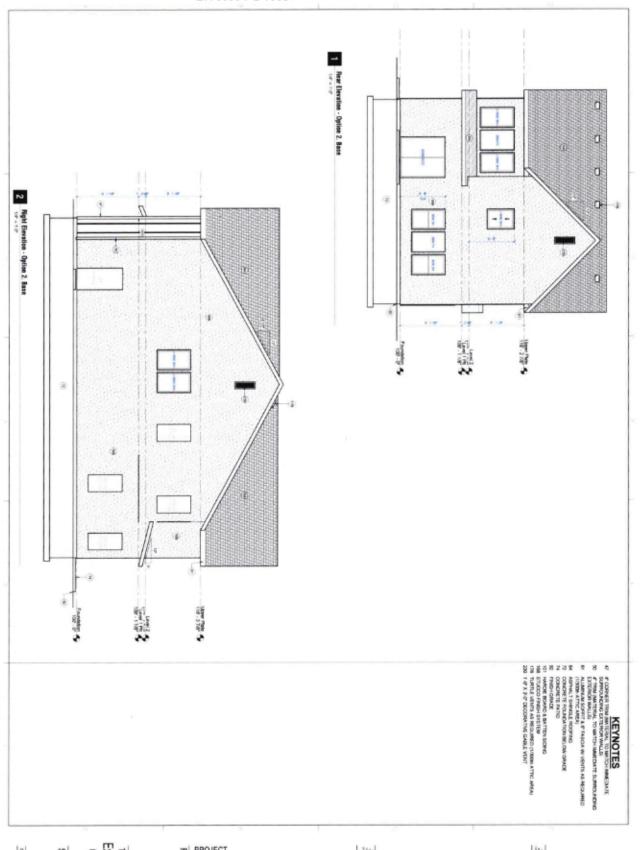


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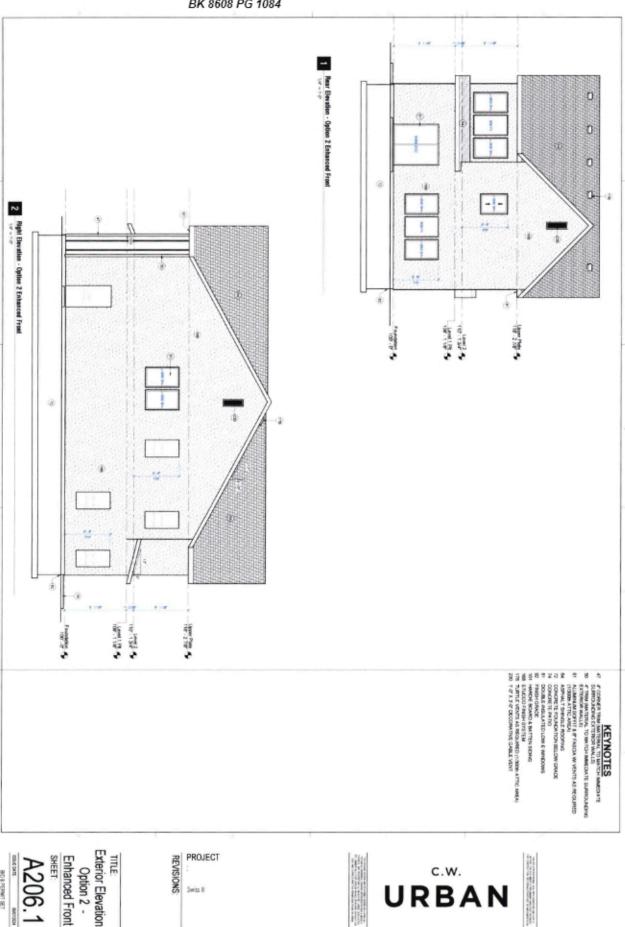


A206

Exterior Elevations
Option 2 - Base

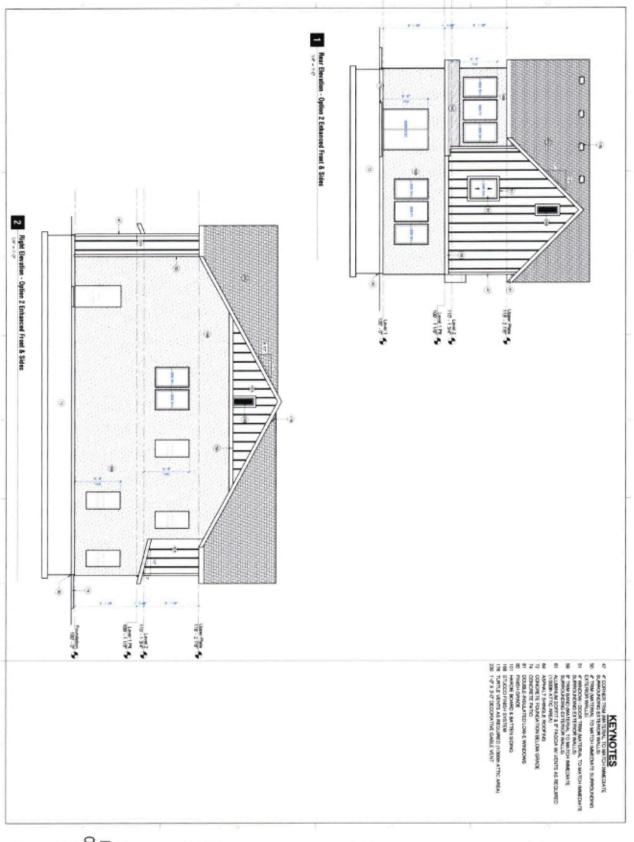
PROJECT :





Exterior Elevations
Option 2 Enhanced Front

A206.1

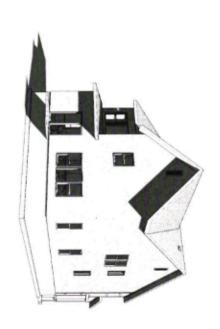


A206.2 ESS INVESTIGATION SALENDS

Exterior Elevations
Option 2 - Enhanced
Front & Sides

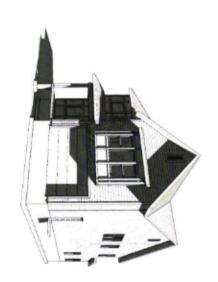
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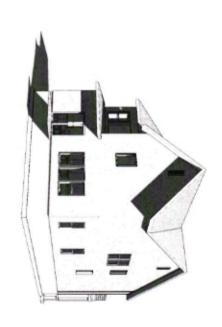


Perspectives
Option 1
Enhanced Front
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PROJECT Swiss III

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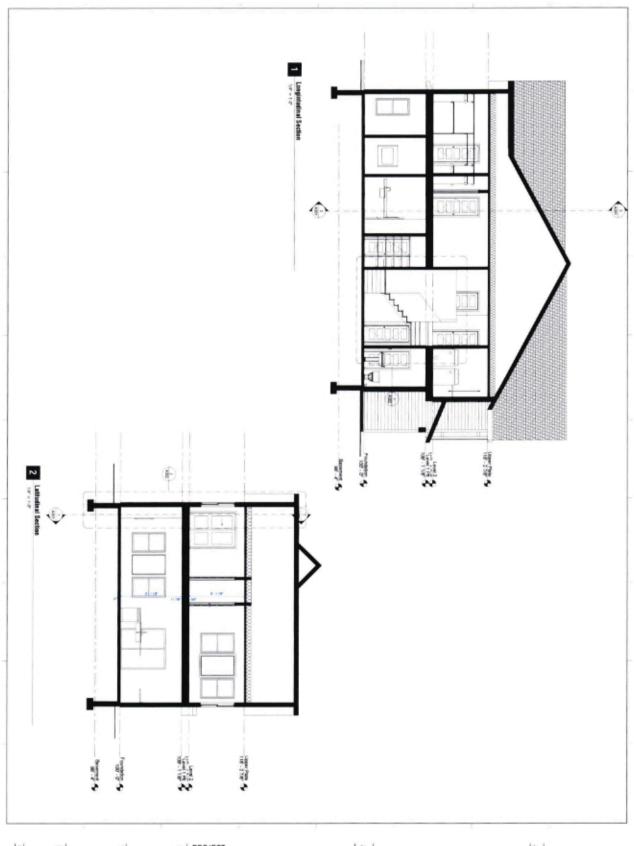






Perspectives
Option 2
Enhanced Front
SHEET:
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PROJECT Swiss III



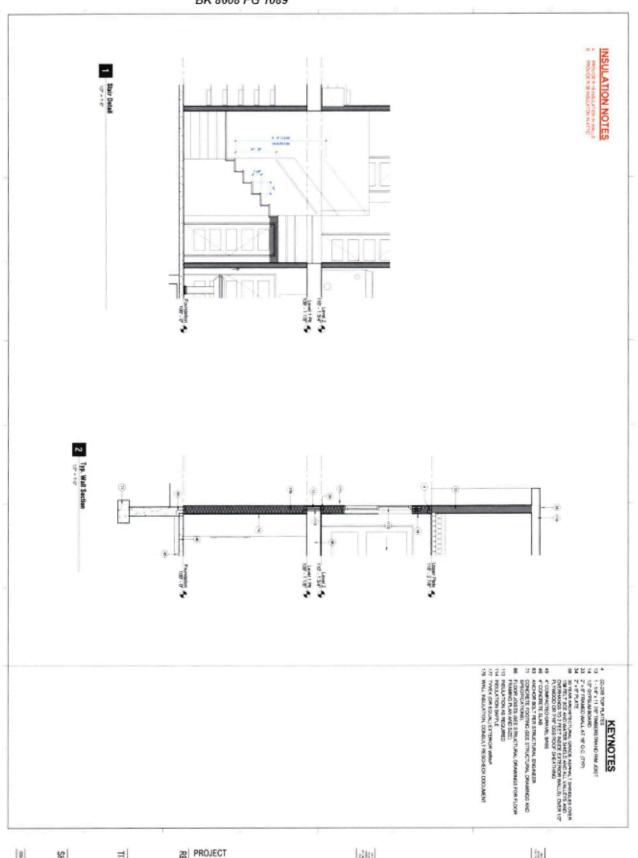
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Sections



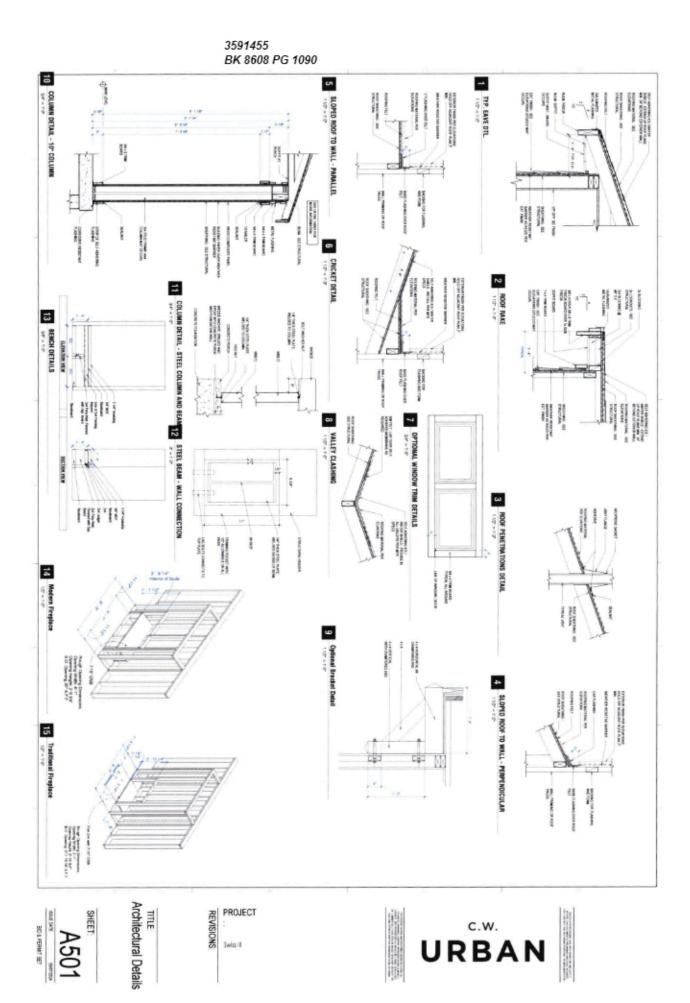


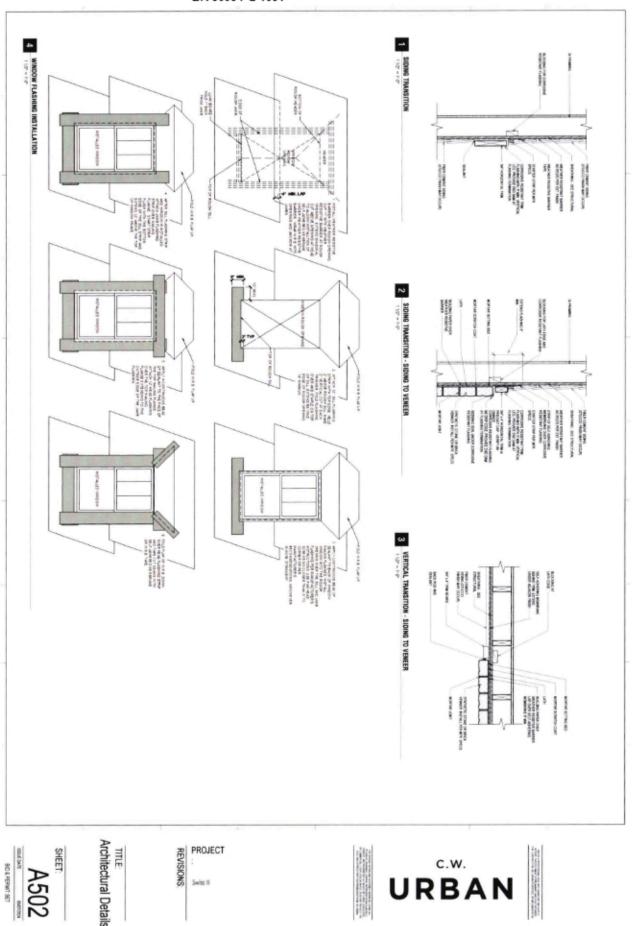


A302

Sections

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TITLE
Level 1 Electrical
Plan

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Level 2 - Option 1 Bectrical Plan

2 Level 2 - Option 2 Electrical Plan





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Electrical Notes for Base Models:

Electrical Boxes at rated walls:

REVISIONS: Swiss III

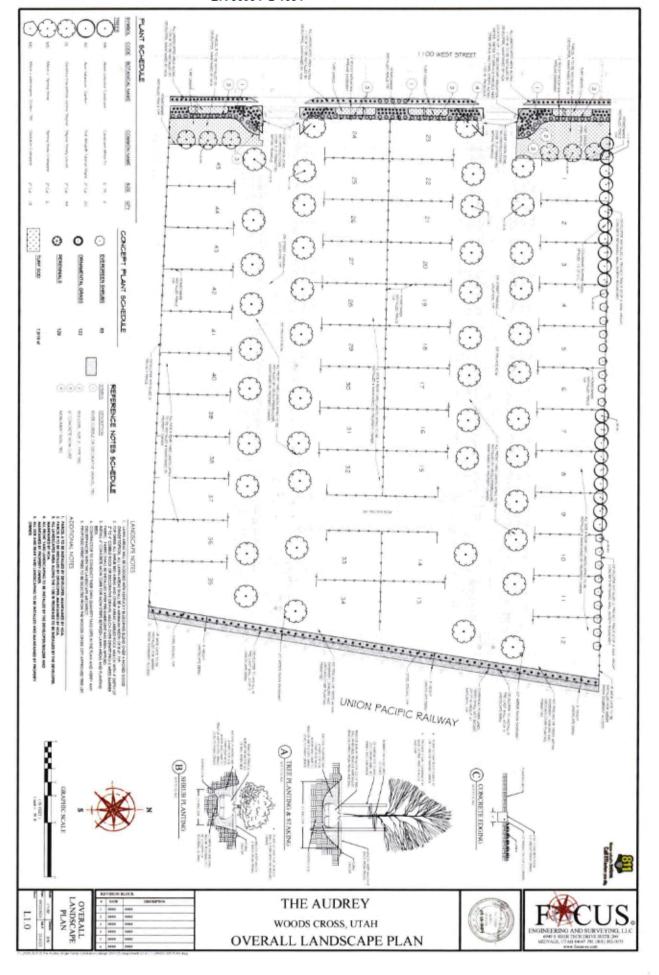
Level 2 Electrical Plan

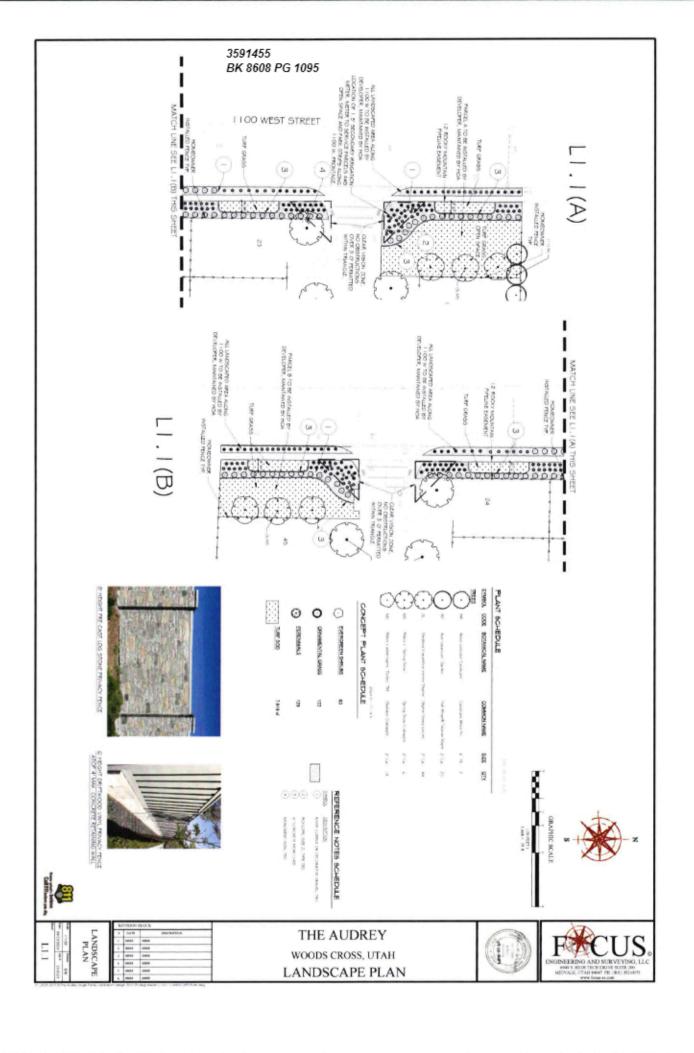
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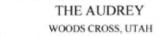
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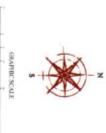






A TRBE PLANTING & STAKING







TYPICAL CORNER LOT LANDSCAPE PLAN

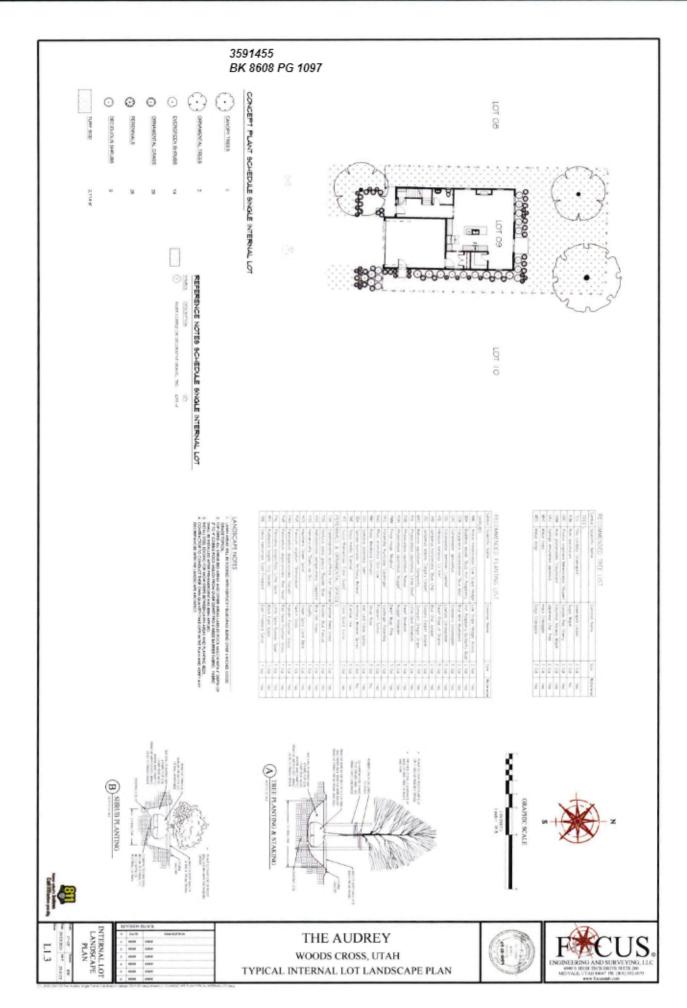


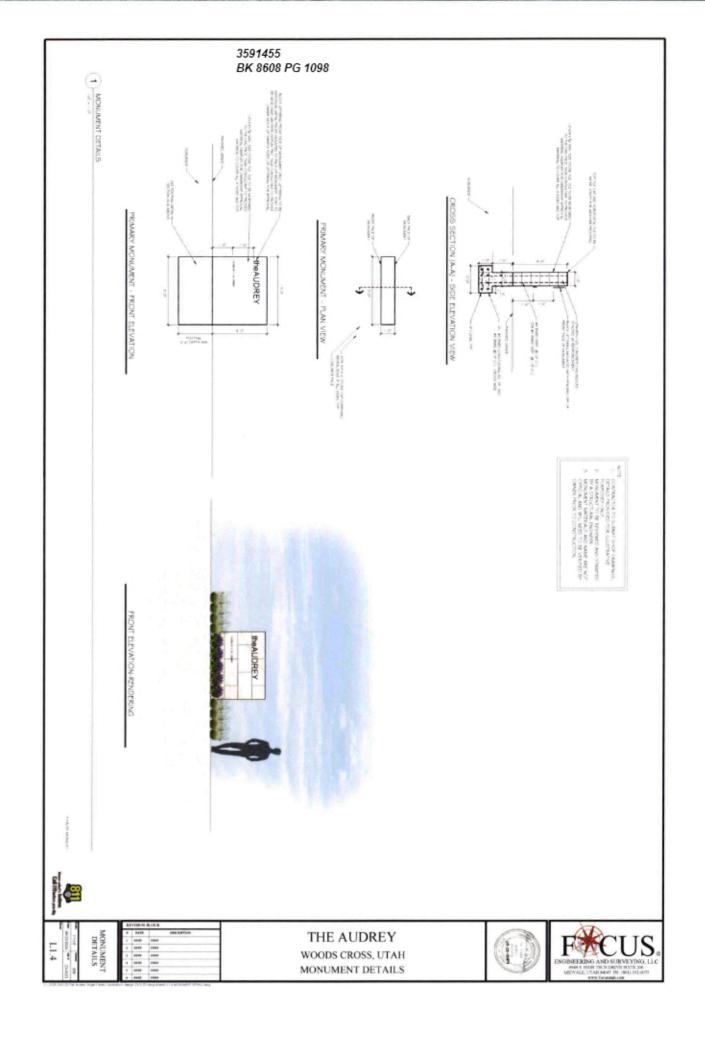




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CORNER LOT LANDSCAPE PLAN





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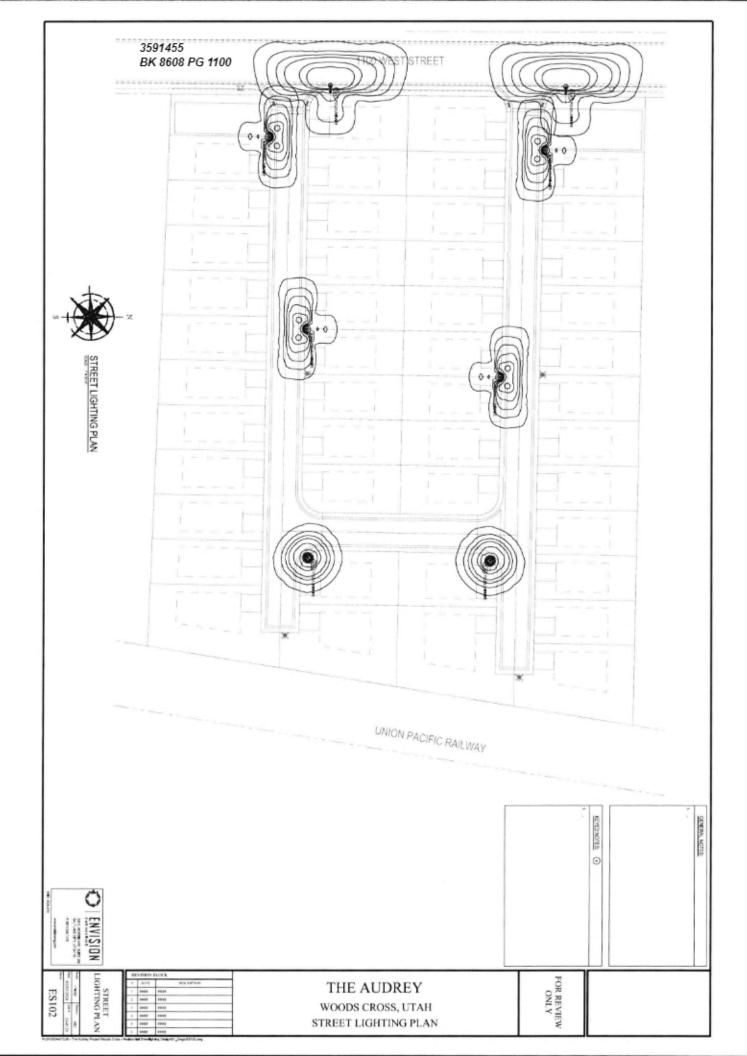
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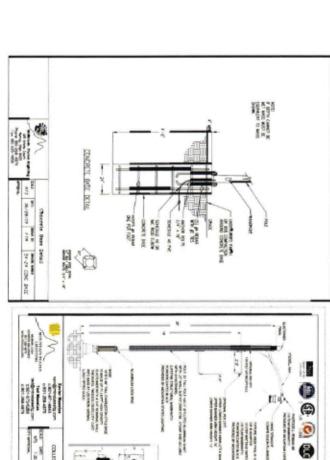
THE AUDREY WOODS CROSS, UTAH STREET LIGHTING PLAN

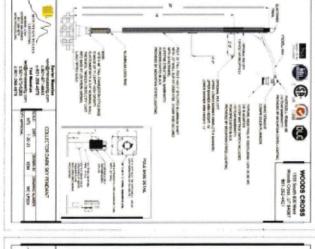
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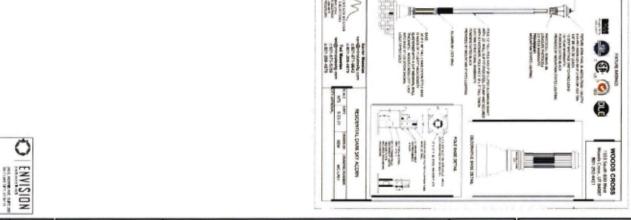
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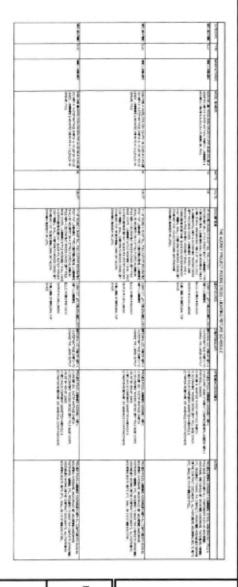


ENVISION

DETAILS ES501

THE AUDREY WOODS CROSS, UTAH STREET LIGHTING PLAN FOR REVIEW ONLY

3591455 BK 8608 PG 1102





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THE AUDREY WOODS CROSS, UTAH STREET LIGHTING PLAN FOR REVIEW ONLY



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HOME

WOODS CROSS CITY			
Woods Cross City CONSO	LIDATED FEE SCHEDULE		
DESCRIPTION	AMOUNT		
INDEX			
SERVICE - ACTIVITY	PAGE		
BUILDING	1 (See page 14 also)		
IMPACT FEES	2		
BUILDING BONDS	3		
PUBLIC RIGHT OF WAY AND	3		
DEVELOPMENT REVIEW SERVICES	4		
SIGNS	4		
BUSINESS LICENSE	4-5		
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RENTAL AND RESERVATIONS	8-9		
WATER SERVICE	9-12		
GARBAGE COLLECTION	12		
STORM WATER	12-13		
Exhibit 1 - Table 3 Building Permit Fees	14		
Exhibit 1 - Table 3 Building Permit Fees BUILDING			
Building Valuation	Building valuation is derived utilizing current building		
outland valuation	valuation data from the International Code Council (ICC)		
Building Permit Fees	Building permit fees are determined by following the		
	procedures outlined in the 1997 Uniform Administrative		
	Code, utilizing Table 3-A as adjusted of said code attached		
	hereto as Exhibit I. In addition, the following fees will be		
	assessed when appropriate.		
Plan Review Fee	65% of the Permit Fee		
Investigation Fee	100% of the Permit Fee		
State Fee	1% of the Permit Fee		
New Can Fee (Assessed at building	See "New Can Fee" in Garbage/Recycling/Green Waste		
permit issuance)	Collection Section		



WOODS CROSS CITY

CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
	Fees shall be assessed in accordance with the provisions of Section 304 of the 1997 Uniform Administrative Code

IMPACT FEES

Impact Fees must be paid by check or money order	
Park Development	
Single Family Dwelling Detached (per unit)	\$2,929.00
All other Dwelling Units (per unit)	\$1,678.00
Storm Sewer	一起的现在分词形式的现在分词形式的现在分词形式的
Single Family Dwelling Detached (per unit)	
Base Fee	\$1,327.00
Detention Fee*	\$226.00
Combined Base & Detention Fee	\$1,552.00
Multi-Family Residential and all other uses (per developed acre)	
Base Fee	\$5,306.00
Detention Fee*	\$903.00
Combined Base & Detention Fee	\$6,209.00

*If a new development will be served by regional detention facilities, the developer would pay the base fee plus the detention fee. If a new development is not served by regional detention facilities, the develop would pay solely the base fee.

the develop means per solely the base	
Water	
Single Family Dwelling Detached (per unit)	\$2,568.00
Multi-Family Residential (per unit)	\$2,106.00
All other uses (meter size)	
3/4 inch	\$2,568.00
1 inch	\$6,422.00
1 1/2 inch	\$12,840.00
2 inch	\$20,544.00
3 inch	\$38,520.00
4 inch	\$64,200.00

Fire impact fees are established by South Davis Metro Fire and collected with the building permit fees.



WOODS CROSS CITY

CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
THE RESERVE OF THE PARTY OF THE	BUILDING BONDS
As authorized in Section 10-3-110 , Woods Cross City Code	
Single Family Residential Dwellings	\$1,000 ea.
All other*	\$10.00 per linear feet of public street frontage

^{*} A bond will not be required for permits with a building valuation less than \$60,000. Regardless of valuation, a bond shall be required for all new residential dwellings.

PUBLIC RIGHT	OF WAY AND EXCAVATION PERMIT
Application Fee	\$50.00
Concrete Repair/Replacement Fee (per square foot)	\$0.15
Boring pit or pothole fee	\$50.00
Road cut/excavation fee (per square foot of road restoration)	\$0.15
Road age 3 years or less minimum	\$500.00
Road age 4-6 years minimum	\$250.00
Road age 6 years or older minimum	\$150.00
Sealing of surfaces restoration	
For surface restorations perpendicular to roadway and in length less than the width of the roadway (per square foot of road restoration)	\$2.34
Bond Release Inspection Fee (For excavations parallel to roadway sealing must be completed by applicant before release of bond)	\$50.00
Cash Surety Bond for excavation restoration	
For boring pit, pothole or excavation perpendicular to roadway (per square foot of excavation area)	\$2.25
For excavation parallel to roadway (per square foot of excavation area)	\$4.59
Minimum Bond amount	\$2000 Landscape, \$5,000 Asphalt & Concrete
Restricted Truck Load Expeception	\$50.00

Note: No excavation will be authorized for roads 3 years following installation of new asphalt and /or preservation treatments. Emergency excavations are allowed in event of life, property damage, and to restore customers utilities.



WOODS CROSS CITY

CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT	
DEVELOPMENT REVIEW SERVICES		
Subdivisions	· · · · · · · · · · · · · · · · · · ·	
Preliminary Plat Review*	\$600.00 + \$40.00 per lot	
Final Plat Review*	\$800.00 + \$45.00 per lot	
Proposed Plat Amendment	\$300.00 + \$40.00 per lot	
Inspection of Improvements	1% of the City Engineers estimate of the cost of public improvements	
Site Plan Review		
1 to 5 acres	\$600.00 for first acre or fraction thereof + 100.00 per acre or fraction thereof up to 5.0 acres	
Greater than 5.0 acres	\$600.00 + \$110.00 per acre or fraction thereof	
General Plan Amendment	\$300.00	
Site Plan Amendment	\$300.00	
Rezone Request/Text Amendment	\$300.00	
Conditional Use Permit/ADU (Accessory Dwelling Unit)	\$75.00	
Hearing before Hearing Officer	\$200.00	
Master Development Plan	\$300.00	
Annexation Petition	\$300.00	
Home Occupation Request	\$15.00	
Urban Chicken/Bees Request	\$15.00	
Noise Permit	\$50.00	

^{*} This fee covers the cost of reviewing three submittals of the plat. Any additional submittals will have an additional fee accessed on an hourly basis of review a the hourly rate of the City Engineer.

PARTY STATES AND SERVICES AND S	SIGNS
Street Identification Sign	\$200.00
Traffic Control/Regulatory Sign	\$200.00
Other Signs not regulatory or Street ID	\$200.00
Combination Street Identification &	\$300.00
Traffic Control/Regulatory Sign	
1. 在 5 4 4 在 有 2 2 5 5 7 5 7 1 1 1 1 1 1 1	DITCINECS LICENCE

Traffic Control/Regulatory Sign	
BUSINESS LICENSE	
Base Fee	
Home Occupation	\$25.00
Other	\$50.00
Temporary Use as defined in Section 12- 21-112 Woods Cross City Code	\$25.00
Regulatory fees in addition to base fee:	
Beer License	主义等的地名美国克克斯特里德国 (ADD 1995年) 20 年 12 年



CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Class "A" (Bottled/Canned Beer off premise consumption	\$100.00
Class "B" (Bottled/Canned Beer served on premise	\$150.00

Sexually-oriented business/Employees of sexually-oriented business: In addition to the base business license fee and any other applicable variable fee, the following fees shall be charged to sexually-oriented businesses and employees of sexually-oriented businesses

\$300.00
\$200.00
\$300.00
\$200.00
\$300.00
\$50.00
\$50.00
\$100.00
\$2,000.00
STREET TREES
\$600.00

Woods Cross City Code

PUBLIC WORKS BILLING RATES

Public Works Labor and Equipment Billing (Only to be billed when needed for emergency services and insurance claims). a. All public works billing for labor and equipment will follow the most recent FEMA Reimbursement rates for the area or actual labor costs, whichever is higher. b. Supplies and materials will be charged at cost plus 5% for tracking and management.

WOODS CROSS CITY Woods Cross City CONSOLIDATED FEE SCHEDULE	
DESCRIPTION	AMOUNT
	GRAMA REQUESTS
Compiling records in a form other than maintained by the city	Actual cost and expense for employee time, supplies and equipment with a minimum charge of \$20.00. If the time involved is less than 15 minutes, there is no charge.
Copy of record Electronic Record	No fee except as required for compiling a record as stated above
Single-sided sheet	\$0.25
Double-sided sheet	\$0.40
Certificate of record (per certification)	\$2.00
Provision of Record on a CD	\$20.00
Postage	Actual cost to City
Document Costs	《大學》中的中央大學,但是大學的學科學的學科學的學科學的學科學
City Code (not including Zoning Ord.)	\$25.00
General Plan Amendment	\$50.00
Zoning Ordinance	\$15.00
Land Development Code	\$10.00
Zoning Map (11 x 17)	\$2.00
General Plan Map (11 x 17)	\$2.00
Police Records	
Police Report - first 10 pages	\$15.00
for each single sided page	\$0.25
for each double sided page	\$0.40
Police Accident Report	\$25.00
(for driver or victim)	\$0.00
Copy of in-car video	\$50.00
Photos - CD Format	\$50.00
Photos - Printed	
4 per page	\$2.00
2 per page	\$5.00
	ENDER ANNUAL REGISTRATION
Per Registration	\$25.00
	FINGERPRINTS
Resident	\$15.00
Business located in Woods Cross	\$15.00
Non-Resident	\$30.00
The state of the s	CITY BAIL SCHEDULE

WC	OODS CROSS CITY	
Woods Cross City CONSOLIDATED FEE SCHEDULE		
DESCRIPTION	AMOUNT	
Violations of Chapter 14-15 of the	\$25.00	
Woods Cross City Code "Stopping,		
Standing and Parking"		
TO THE REPORT OF THE PARTY OF T	ALSE ALARM FEES/FINES	
Responding to up to two false alarms	No Charge	
within 12-month period		
Third False Alarm in 12 months	\$50.00	
Four+ False Alarms in 12 months	\$100 for each false alarm of four or more in the 12 month period	
Late Fees	All fees and fines are due within 30 days after notice. A penalty of 10% of the original fee is assessed each 30-day period the fine remains unpaid. After 90-days, the claim goes to collection for all amounts, plus costs and attorney's fees.	
AT	THLETIC FIELD/COURT USE	
Charge for field usage (1-hour block)	\$10.00	
Seasonal (3 month block) Reservation/Special Use Fee for League or parties over 150 people	\$300.00	
Seasonal (3 month block) Reservation for Recreation District or Davis School District	\$150.00	
Individual Team	\$100.00	
Rental of portable bathroom facilities during shoulder season	City will rent facilities at state contract rate. Cost will be divided by league/districts using each park and will be billed during the month of use.	
Pickleball Courts (3 courts for 4 hours) - Must be rented in conjunction with an active pavilion rental and subject to pavilion rental rates as well.	\$450.00	
可以不能性以及自己的	PARK CONSESSIONS	
Mills Park Concession Stand		
Per Week	\$20.00	
Refundable Deposit	\$50.00	
Vendor Fee for vendors providing	\$10.00	
concessions at a city sponsored event (per event)		



CONSOLIDATED FEE SCHEDULE

DESCRIPTION	110111111	AMOUNT
Farmers Market		
Farm produce booths	\$5.00	
Craft & Artisan booths	\$10.00	
Booths requiring electricity	\$15.00	
Food Trucks	\$15.00	
Permanent members of Farmers Market Committee booth fee	N/C	

RECREATION FEE

Due to program variables, fees will be established on a program-by-program basis by dividing the anticipated number of participants into the estimated program costs. Fees will be published on the City website.

RENTAL AND RESERVATIONS

A credit card may be held on file in lieu of a \$250.00 check for a deposit to the City to cover the cost of cleanup/damage for all facility rentals. The renter will be responsible for the full cost of any cleanup or damage repair as a result of the rental.

Park Pavilion Rental	
4-hour block	· · · · · · · · · · · · · · · · · · ·
Resident	\$50.00
Resident (non-profit)	\$25.00
Non-Resident	\$100.00
All Day Rental	
Resident	\$100.00
Resident (non-profit)	\$50.00
Non-Resident	\$200.00
City Hall Multi-purpose Room	ESCRIPT TAXABLE PROPERTY OF THE TAXABLE PROPERTY OF TAXAB
Government/Community of Promise	N/C
Woods Cross Elected Officials & Employees	
Rent (3 hours max per week)	N/C
Rent (per hour above the 3 hour max)	\$15.00
Long Term Rental - 2 nights per month (Mon., Wed., or Thur.) 5:30 -	\$50.00



CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Residents	
Rent (3 hours)	\$50.00
Rent (per hour after 3 hours)	\$15.00
Non-Resident	
Rent (3 hours)	\$100.00
Rent (per hour after 3 hours)	\$30.00
City Shop Multi-Purpose Room	
Government/Community of Promise Woods Cross Elected Officials & Employees	N/C
Rent (3 hours max per week)	\$250.00
Rent (per hour above the 3 hour max)	\$75.00
Residents	
	\$250.00
Rent (3 hours)	A STATE OF THE STA
Rent (per hour after 3 hours)	\$75.00
After Hours Security Fee	\$35 (Per Hour)
Non-Resident	
Rent (3 hours)	\$500.00
Rent (per hour after 3 hours)	\$150.00
After Hours Security Fee	\$35 (Per Hour)
\$200 GERNELLE AND THE SECOND	WATER SERVICE
Water Deposit	
Single Family Dwelling	\$100.00
Multi-Family Dwelling (per unit)	\$50.00
All other uses based on meter size	SOLETIME TO SECURE THE SECURE SECURE
3/4 inch	\$100.00
1 inch	\$200.00
1 1/2 inch	\$300.00
2 inch	\$500.00
3 inch	\$900.00
4 inch	\$2,700.00
CANADA TO THE PARTY OF THE PART	



CONSOLIDATED FEE SCHEDULE

DESCRIPTION Water Usage Charges		AMOUNT	
Residential - Single	AND RESIDENCE OF THE PARTY OF T	***W	ith Secondary Water***
Secondary Water		THE PARTY OF THE P	
Meter Size	Monthly Min. Rate	Maximum Gallons at Minimum Rate	Rate Per Usage Over Maximum Gallons
3/4"	\$30.05	2,000	\$1.52 per 1,000 gal. from 2,001 gal. to 8,000 gal.
			\$2.21 per 1,000 galfrom 8,001 to 12,000 gal.
			\$2.21 per 1,000 gal. from 12,001 to 20,000 gal.
			\$4.00 per 1,000 gal. from 20,001 gal.+
1"	\$58.30	2,000	\$1.52 per 1,000 gal. from 2,001 gal. to 8,000 gal.
			\$2.21 per 1,000 gal. from 8,001 to 12,000 gal.
			\$2.21 per 1,000 gal. from 12,001 to 20,000 gal.
			\$4.00 per 1,000 gal. from 20,001 gal.+
Residential - Single Secondary Water	Family - Without	***With	hout Secondary Water***
Meter Size	Monthly Min. Rate	Maximum Gallons at Minimum Rate	Rate Per Usage Over Maximum Gallons
3/4"	\$30.05	2,000	\$1.52 per 1,000 gal. from 2,001 gal. to 8,000 gal.
		\$2.21 per 1,000 gal. from 8,001 to 12,000 gal.	
		\$2.21 per 1,000 gal. from 12,001 to 60,000 gal.	
		\$4.00 per 1,000 gal. from 60,001 gal.+	
1" \$58.30	2,000	\$1.52 per 1,000 gal. from 2,001 gal. to 8,000 gal.	
		\$2.21 per 1,000 gal. from 8,001 to 12,000 gal.	
		\$2.21 per 1,000 gal. from 12,001 to 60,000 gal.	
			00,000 gai.



CONSOLIDATED FEE SCHEDULE

DESCRIPTION		LIDATED FEE SCHEDULE	
DESCRIPTION		AMOUNT	
Residential - Multi-F	Family (Per Dwelling		
Unit)			
Any Size	\$30.05	2,000	\$2.21 per 1,000 gal. from 2,001 to 8,000 gal.
			\$2.21 per 1,000 gal. from 8,001 gal. to 12,000 gal.
		120000	\$4.00 per 1,000 gal. from 12,001 gal. +
Commercial - Per M	eter		
Meter Size	Monthly Min. Rate	Maximum Gallons at Minimum Rate	Rate Per Usage Over Maximum Gallons
3/4"	\$39.15	8,000	\$2.21 per 1,000 gal.
1"	\$80.37	20,000	\$2.21 per 1,000 gal.
1 1/2"	\$173.43	48,000	\$2.21 per 1,000 gal.
2"	\$278.76	80,000	\$2.21 per 1,000 gal.
3"	\$612.11	181,000	\$2.21 per 1,000 gal.
4" and above	\$1,841.85	552,500	\$2.21 per 1,000 gal.
Water Meter Install	ation	X 5 8 2 W 1 B 1 B 1 C 1	
3/4 inch meter		\$450.00	
1 inch meter		\$600.00	
1 1/2 inch meter		\$1,200.00	
2 inch meter		\$2,200.00	
3 inch meter		\$3,800.00	
4 inch meter		\$5,600.00	
6 inch meter or lar	rger	Actual Cost of meter	r, radio, misc. install materials and labor
	ERWENE HEREN	420.00	
Utility Delinquency		\$20.00	
Utility Reconnect Fe		\$50.00 \$150.00	
Water Meter Tampe	ering ree	\$150.00	
After-Hours Reconn	ect Fee	\$150.00	

WC	OODS CROSS CITY	
Woods Cross City CONSOLIDATED FEE SCHEDULE		
DESCRIPTION	AMOUNT	
Fire Hydrant Meter Usage Fee (non- refundable)	\$150.00	
Usage per 1,000 gal. used Refundable Bond (if meter is returned and there is no damage to hydrant or meter)	\$1.60 \$3,000.00	
Construction Water Usage Fee		
5/8" - 3/4" meter	\$30.00	
1" meter	\$50.00	
Over 1"	\$100.00	
GARBAGE/REG	CYCLING/GREEN WASTE COLLECTION	
New Can Fee (Assessed at building permit issuance)	\$77.00	
Monthly Service Charge (regardless of use)		
First Garbage Can	\$16.97	
First Recycling Can	\$7.82	
Each additional garbage can	\$13.40	
Each additional recycling can	\$4.13	
Green Waste Charges		
Monthly Service Charge (per can)	\$8.22	
Each Additional Can	\$8.22	
Roll-Off Dumpster Rental	是16.100mm 10.100mm 1	
Rental Fee	\$100 first time, full cost on subsequent rentals in the same year	
Fee for violating rental requirments	\$100 plus \$75 hour for cleanup/contamination removal	
新教教教育 第二章 第二章 第二章	STORM WATER	
Service Fee		
Monthly Fee (all customers) per ERU per month	\$6.00	
Credit allowed for on-site-detention percentage of monthly fee	50%	
Credit allowed for API separator system percentage of monthly fee	50%	
Credit allowed for those properties not draining into a storm water facility	70%	

WC	OODS CROSS CITY	
Woods Cross City CONSOLIDATED FEE SCHEDULE		
DESCRIPTION	AMOUNT	
Land Disturbance Permit Fee		
New Residential (per lot)		
Review Fee	\$250.00	
Inspection Fee (per month)	\$85.00	
New Development/Commercial	SECRETERISE SERVICE SECTION	
First Acre		
Review Fee	\$400.00	
Inspection Fee (per month)	\$110.00	
Additional Acres (rounded to nearest whole acre)		
Review Fee (per acre)	\$135.00	
Inspection Fee (per acre per month)	\$45.00	
Fill Permit	医克克克斯氏系统系统系统系统系统系统	
Review	\$500.00	
Inspections (per month)	\$85.00	



CONSOLIDATED FEE SCHEDULE

DESCRIPTION

AMOUNT

Exhibit 1

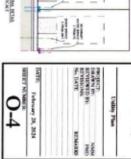
Table 3-A - BUILDING PERMIT FEES

TOTAL VALUATION	FEE	
\$1.00 to \$500.00	\$24.70	
\$501.00 to \$2,000.00	\$24.70 for the first \$500.00 plus \$3.20 for each additional \$100.00, or fraction thereof; to and including \$2,000.00	
\$2,001.00 to \$25,000.00	\$72.70 for the first \$2,000.00 plus \$14.70 for each additional \$1,000.00 or fraction thereof; to and including \$25,000.00	
\$25,001.00 to \$50,000.00	\$410.80 for the first \$25,000.00 plus \$10.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	
\$50,001.00 to \$100,000.00	\$675.80 for the first \$50,000.00 plus \$7.40 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00	\$1,045.80 for the first \$100,000.00 plus \$5.90 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	
\$500,001.00 to \$1,000,000.00	\$3,405.80 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	
\$1,000,001.00 and up	5,905.80 for the first $1,000,000.00$ plus 3.80 for each additional $1,000.00$, or fraction thereof	
Other Inspections and Fees:		
	ness hours	
	Reinspection fees assessed under provisions of Section 305.8 \$47.00 per hour*	
Inspections for which no fee is specifically indicated		
 Additional plan review required by 		
6. (minimum charge – one-half hour)		
 For use of outside consultants for plan checking and inspections, or both Actual costs** 		

^{*}Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

^{**}Actual costs include administrative and overhead costs.







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BY C.W. URBAN

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3591455 BK 8608 PG 1119

WHEN RECORDED, RETURN TO:

Enclave the AUDREY, LLC Attn: Legal Department 610 N 800 W Centerville, UT 84014

Affecting Parcel Number(s):	06-048-0050		

NOTICE OF REINVESTMENT FEE COVENANT

(The Audrey in Woods Cross, UT)

Pursuant to Utah Code Ann. § 57-1-46, The Audrey Owners Association, Inc. (the
"Association") hereby provide this Notice of Reinvestment Fee Covenant which burdens all of
the real property that is described in Exhibit A (the "Burdened Property"), attached hereto.
The Burdened Property is subject to the Declaration of Covenants, Conditions, and Restrictions,
and Reservation of Easements for the Audrey, recorded in the Davis County Recorder's Office
on, 2024, as Entry No, and any amendments or supplements
thereto (collectively, the "Declaration"). Section 5.12 of the Declaration provides that the
Declarant, during the Declarant Control Period, may establish a reinvestment fee for the
Burdened Property (the "Reinvestment Fee Covenant").

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee, other than the Declarant, is required to pay a reinvestment fee as established by the Association's Board of Directors in accordance with the Declaration, unless the transfer falls within an exclusion listed in Utah Code Ann. § 57-1-46. In no event shall the reinvestment fee exceed the maximum rate permitted by applicable law.

All definitions not defined herein shall be those used in the Declaration.

THEREFORE, BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within the AUDREY development that:

- 1. The Project governed by the Association is an approved development of forty-five (45) units (each a "Unit") and includes a commitment to fund, construct, develop, or maintain common area and facilities. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property and assist the Association is its commitments.
- 2. The Association is the beneficiary of the Reinvestment Fee Covenant. The address of the Association's principal office is 610 North 800 West, Centerville, Utah 84014. The Association's address may change from time to time. Any party making payment under the Reinvestment Fee Covenant should verify the most current address for the Association on file

3591455 BK 8608 PG 1120

with the Utah Division of Corporations and/or the Utah Department of Commerce Homeowner Association Registry.

- The burden and obligation of the Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns of each and every Unit owner in perpetuity.
- The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the Burdened Property.
- 5. The purpose of the Reinvestment Fee Covenant is to generate funds dedicated to benefitting the Burdened Property and payment for: (a) common planning, facilities, and infrastructure; (b) obligations arising from an environmental covenant; (c) community programing; (d) open space; (e) recreation amenities; (f) charitable purposes; (g) Association expenses (as defined in Utah Code Ann. § 57-1-46); or (h) funding Association reserves. The Reinvestment Fee may also be used to satisfy the Association's obligations under an agreement to reimburse the developer of the Burdened Property for common use investments. If such an agreement exists, a transferee may obtain a copy from the Association.
- 6. The amount of the Reinvestment Fee shall be established by the Association's Board of Directors or by the Declarant during periods of Declarant Control, subject to the applicable requirements of Utah Code Ann. § 57-1-46 (and as later amended). Unless otherwise determined by the Association's Board of Directors or by the Declarant during periods of Declarant Control, the amount of the Reinvestment Fee shall be one half of one percent (0.50%) of the value of the Unit (including any building(s) and other improvements constructed thereon).
- 7. For the purpose of paragraph 6, the "value" of the Unit shall be the purchase price of the Unit. If the purchase price is challenged as the value of the Unit, the value shall be the higher of: (a) the purchase price paid for the Unit; (b) the value of the Unit as determined by the property tax assessor on the date of the transfer of title; or (c) the value of the Unit on the date of the transfer of title, as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Association. In the event that an appraisal is needed to establish value of the Unit, the transferee shall be responsible for the cost of such appraisal.

[SIGNATURE PAGE FOLLOWS]

3591455 BK 8608 PG 1121

IN WITNESS WHEREOF, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association on the date set forth below, to be effective upon recording with the Davis County Recorder. DATED this ___ day of ______, 2024. DECLARANT Enclave the AUDREY, LLC a Delaware limited liability company By: CW The Audrey, LLC a Utah limited liability company Its: Administrative Member By: CW Urban, LLC a Utah limited liability company Its: Manager By: CW The Manager, LLC a Utah limited liability company Its: Manager By: CW Development Group, LLC a Utah limited liability company Its: Manager Printed Name: STATE OF UTAH) :SS COUNTY OF) On this _____, day of _____, 2024, personally appeared before me, a notary public, _____, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that they are the duly authorized representative of Enclave the AUDREY, LLC, a Utah limited liability company, and that said document was signed by them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.

Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

BEG AT A PT 39 RODS N FR THE SE COR OF THE NE 1/4 OF SEC 26-T2N-R1W, SLM; TH W 12.8 RODS TO THE E LINE OF HOWARD STR; TH N ALG SD STR 482.25 FT, M/L, TO SW COR OF PPTY CONV IN 725-300; TH S 89^20'10" E 631.82 FT TO W LINE OF SD RR R/W; TH SW'LY 479 FT, M/L, TO A PT DUE E OF BEG; TH W 23 RODS, M/L, TO THE POB.

CONT. 6.85 ACRES

Parcel No. 06-048-0050 (for reference purposes only)