



ENT 46676:2022 PG 1 of 19
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 14 1:18 pm FEE 0.00 BY JG
RECORDED FOR PAYSON CITY CORPORATION

DEVELOPMENT AGREEMENT FOR VALO AT SOUTH HAVEN FARMS

This Development Agreement ("Agreement") is entered into this 6th day of October 2021 by and between the Payson City, a Utah municipal corporation, hereafter referred to as "**City**", and Payson Townhomes, LLC, a Utah limited liability company, hereafter collectively referred to as "**Developer**". The Developer is the owner of the property contained in the "VALO at South Haven Farms" project, hereafter referred to as the "**Project**". The City and Developer are sometimes herein collectively referred to in this Agreement as the "Parties".

RECITALS

- A. Payson City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) et seq., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the development and, in exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner of certain real property located in Payson, Utah and desires to develop the developer's property and is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Payson City General Plan, zoning, and land use and development regulations in order to receive the benefit of vesting for certain uses under the terms of this Agreement as more fully set forth herein.
- C. The Project is located on or about 1363 East 50 South, Payson, Utah and encompasses Utah County Parcel Number 66:747:0004, with the legal description being contained in **Exhibit "A"** attached hereto and incorporated herein by this reference.
- D. Parties acknowledge that the project property is within the Holdaway-Pleasant Flats Addition Annexation Agreement (Entry No. 74452:2019), and South Haven Farms Subdivision Plat "B" (Lot 1 for the shared clubhouse and Lot 2 for the Project), and subject to the terms and conditions associated with annexation, specific plan, annexation agreement, and subdivision approval, including completion of certain on-site and off-site improvements, except as noted herein.
- E. Developer requested City Council action for a private drive aisle waiver and shared amenity agreement in accordance with the Payson City Municipal Code. The terms and conditions of this approval is implemented through this Agreement.
- F. Developer has prepared and presented to the City land use applications for a one hundred and one (101) unit, multi-family attached long term rental housing (townhomes) project, with open space and project amenities herein referred to as the "**Project**". The application package was

submitted and reviewed by the City pursuant to the requirements of the Payson City Municipal Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting approved subdivision plat is referred to herein as the "**Final Plat**" and the approved construction plans and associated studies and plans are referred to herein as the "**Plans and Specifications.**"

G. Developer and City desire to allow the Developer to make improvements to the property and develop the Project in accordance with the Final Plat and the Plans and Specifications.

H. The Payson City Council has authorized the negotiation of and adoption of a development agreement that advances the policies, goals, and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of Payson, Utah. Moreover, the Developer has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the applicable regulations of the Payson City Municipal Code.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

- I. **Recitals.** The recitals set forth above are incorporated herein by this reference.
- II. **Exhibits.** The exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:
 - Exhibit "A"** - Legal Description of "Project" Property
 - Exhibit "B"** - Adopting Resolution
 - Exhibit "C"** - Project Amenities, Fencing and Landscaping
 - Exhibit "D"** - Residential Design Elements

III. **Developer Obligations.**

- 1) **Completion of the Project.** Developer agrees to construct and complete the Project in accordance with the Preliminary Plan, Final Plat, and the Plans and Specifications (collectively, the "**Work**") and dedicate to the City all public utility easements, and other applicable public infrastructure associated with the Project, to the extent such easements and other public infrastructure are located within the boundaries of the City and are to be operated by the City. Any modification from the approved project drawings must be approved in writing by both Developer and City.

The City Council granted Preliminary Plan and Final Plat approval on June 16, 2021, contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the City Council in conjunction with Preliminary Plan and Final Plat approval as such conditions pertain or relate to the Project.

- All infrastructure and improvements associated with the Project must be completed by Developer, and inspected and approved by City prior to the issuance of any certificate of occupancy in the Project or any phase thereof. Project amenities will be provided in accordance with the amenity schedule herein and according to the shared amenity plan. Any undeveloped portions of the property must be maintained consistent with the provisions of Chapter 19.24, City Beautification of Title 19 Zoning Ordinance.
- 2) **Subdivision Improvements.** Any development within the boundaries of South Haven Farms Subdivision “B” Lot 2 prompts the installation of public and private improvements for the Project. It is noted that specific utilities that lie within the granted public utility easement will be maintained by the City, and others will be maintained by the Developer. Ongoing maintenance of the culinary water and sewer utilities will be the responsibility of the City, while ongoing maintenance of all other private utilities (storm water, dry utilities, etc.) will be the responsibility of the Developer.
 - i) Private Drive Aisles – It is understood that the vehicular circulation within the Project is all contained in one single parcel, and as such, said vehicular circulation routes are deemed as private drive aisles. It is understood that these private drive aisles have been approved by Payson City to be allowed for the Project, and meet all public health and safety dimension minimums. These private drive aisles will be maintained exclusively by the Developer or the Developer’s designee and shall not be the responsibility of Payson City.
 - 3) **Geotechnical studies.** Installation of improvements and construction must follow the recommendations of the geotechnical report prepared by CMT Engineering Laboratories dated April 19, 2018.
 - 4) **Approvals by other agencies.** Developer is responsible to obtain any necessary approvals from other agencies including but not limited to, the Utah Division of Water Rights, the Bureau of Reclamation, any irrigation company, Utah County, or the State of Utah.
 - 5) **Final approval items.** The Developer must obtain in a timely manner and show proof of satisfaction of all requirements of the Project, including but not limited to the proper transfer of sufficient water rights to City; payment of performance guarantees; payment of property taxes; payment of public works testing and inspection fees, and completion of a pre-construction meeting prior to the commencement of any construction on the site.
 - 6) **Project Density and Lot Arrangement.** The Project was approved in accordance with Section 19.6.7, RMF, Multi-Family Residential Zone: RMF-15 (Multi-Family Residential Zone up to 15 units/gross acre) of Title 19 of the Payson City Municipal Code, as well as the Holdaway-Pleasant Flats Addition Annexation Agreement (up to 12 units/gross acre on the RMF-15 parcel). Developer shall be entitled to the project density and lot arrangement for the Project consistent with the approval granted by the City Council and in accordance with the land use ordinances of the City adopted and in effect

at the time of the signing of this Agreement, together with the Work and the Plans and Specifications for the Project.

- i) At the time of approval for the Project, the Planning Commission and City Council required the future restriction specific to any possible subdivision of lot 2 of the South Haven Farms Subdivision Plat "B". The Developer agrees that there shall be no subdivision of Lot 2 in the future.

7) Circulation, Access, and Parking. Developer agrees to provide and maintain the following:

- i) Sidewalks, parking lots, and drive aisles shall be designed and maintained to provide unobstructed access to the parking areas by residents, service providers, and public safety personnel and apparatus.
- ii) Project may be completed in phases, but the configuration of each phase must satisfy the minimum requirements of the land use and development ordinances. Two points of ingress/egress shall be provided for the Project at all times. Temporary construction access must satisfy the requirements of the Payson Fire Department.
- iii) All improvements outside of the public right-of-way are the ownership and maintenance responsibility of Developer. All internal drive isles, on-site utilities, including water lines, irrigation lines, wastewater lines, and storm water facilities are the responsibility of Developer. Developer agrees to provide access to electrical facilities and meters for inspection and maintenance by Payson Power personnel. Developer shall coordinate with Payson Fire Department to complete inspections of on-site fire protection devices.

8) Project Amenities and Landscaping. Developer made various commitments to the City Council with regard to onsite and shared amenities to obtain approval of the land use applications.

- i) Developer shall complete the installation of landscaping as follows:
 - a. Developer shall complete and maintain landscaping required by and consistent with the approved landscaping plan, attached hereto as **Exhibit "C"**, and landscaping shall be installed within 30 days of issuance of certificate of occupancy for each building, or 30 days after reasonable seasonality should the certificate of occupancy be granted in winter months. Refer to city ordinance for winter landscaping.
 - b. Upon completion of the Project, a third-party professional management company is to be hired and will be responsible for the maintenance of the landscaping and grounds of the community.
- ii) Developer shall complete the following project fencing:
 - a. Install and maintain fencing consistent with the design and materials reflected in **Exhibit "C"**, and as follows:
 - 1. East and North property borders facing 1400 East and 50 South respectively are designed as a landscape fencing – with plantings and design as depicted in **Exhibit "C"**.

2. 6' vinyl post and panel fence along the west border and current vacant land to the west of the Project property. Fencing shall meet all applicable setbacks and City ordinances.

3. Interior individual unit privacy fencing as shown on **Exhibit "C"**

- iii) Project amenities are a critical element of multi-family development. In accordance with city ordinance, Developer is required to provide open space, services, and amenities for use by the residents of the Project. The Project will have its required amenities provided in two ways. 1- Shared amenities with other South Haven Farms communities, and 2- private amenities to the project residents only. The Developer shall provide the following amenities:
- a. Shared amenities with other South Haven Farms communities located on Lot 1 of South Haven Farms Subdivision Plat "B".
 - b. Shared clubhouse with interior and exterior uses as described in **Exhibit "C"**
 - c. Private Amenities for residents of the Project as described in **Exhibit "C"**

9) Residential Design Elements. The Project consists of one hundred and one (101) multi-family attached housing units (townhomes) constructed across 18 separate buildings and must be constructed as follows:

- i) Building unit totals and layout as per approved site plan.
 - a. Two-story slab on grade front loaded townhome units with 2 car garage and 25' driveways (39 units). These units are all 3-bedroom layouts.
 - b. Two-story slab on grade rear loaded or alley style townhome units with 2-car garage (62 total units). These units are a mixture of 2-bedroom (24 total units) and 3-bedroom (38 total units) layouts.
- ii) Each unit includes a two-car garage and shall measure no less than twenty (20) feet by twenty (20) feet from wall to wall.
- iii) The exterior design and materials must be consistent with the exterior elevations and 3D renderings attached as **Exhibit "D"** and must satisfy the design standards of the RMF-15 Multi-Family Zone. The exterior materials shall be hard surface materials, including brick, stucco, and cementitious siding. Vinyl and aluminum siding are not allowed.

10) Conveyance or Dedication of Required Easements. Prior to the construction of a particular utility facility, Developer shall convey or dedicate or cause to be conveyed and dedicated to the applicable public entity or other applicable utility provider, at no cost, such required utility easements on or across the Project as are necessary to facilitate the extension of those required utility services to be constructed to and throughout the Project and as shown on the Plans and Specifications.

11) Assurance for Completion of Improvements. Developer agrees to provide a performance guarantee for all infrastructure improvements that will be dedicated to the City, required. The performance guarantee shall be equal to one hundred ten (110) percent of the approved engineer's cost estimate and in cash or in the form of an irrevocable letter of credit. Developer will also submit, in cash, an amount consistent

with the Payson City Fee Schedule that will be used to complete public works inspections and testing requirements.

IV. Vested Rights and Reserved Legislative Powers.

- 1) **Vested Rights.** Developer shall have the vested right to develop and construct the Project in accordance with the R-MF zoning designation as outlined in Title 19, Zoning Ordinance adopted July 19, 2017, the Final Plat, and the Plans and Specifications, subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.
- 2) **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations as referenced in Section IV 1) above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change in Developer's vested rights under this Agreement and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

- V. Term.** This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised.

VI. General Provisions.

- 1) **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to City:

Payson City
Attention: City Recorder
439 W. Utah Avenue
Payson UT 84651

If to Developer:

Payson Townhomes, LLC
4609 South 2300 East, Suite 100
Holladay, UT 84117

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- 2) **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand-delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- 3) **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- 4) **Meet and Confer regarding Development Application Denials.** The City and Developer shall meet within fifteen (15) business days of any recommendation for denial by the city staff to resolve the issues specified in the recommendation for denial of a development application.
- 5) **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.
- 6) **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- 7) **Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement between the parties.
- 8) **Amendment of this Agreement.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

- 9) **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the developer's ability to complete the Project is not defeated by such severance.
- 10) **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah, and the Parties hereby waive any right to object to such venue.
- 11) **Remedies.** If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- 12) **Attorney's Fee and Costs.** If any party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- 13) **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- 14) **Assignment.** The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit developer's sale of completed subdivision lots within the Project and upon receipt of a certificate of occupancy for a completed building such individually completed lot shall be released from the requirements of this Agreement as Developer automatically.
- 15) **Third Parties.** There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- 16) **No Agency Created.** Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

CITY

By: William R. Wright
William R. Wright
Payson City Mayor

ATTEST:

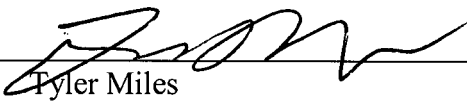
By: Kim E. Holindrake
Kim E. Holindrake
Payson City Recorder



APPROVED AS TO FORM:

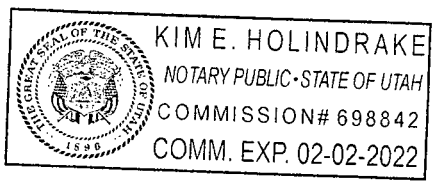
By: Jason K. Sant
Jason K. Sant
Payson City Attorney

DEVELOPER

By: 
Tyler Miles
Payson Townhomes, LLC, Manager

State of Utah)
 §
County of Utah)

On this 19th day of January, 202~~1~~, personally appeared before me, TYLER MILES, the signer of the foregoing instrument, 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 he is the Manager of Payson Townhomes, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said Company by authority of its operating agreement or resolution of its members, and who duly acknowledged to me that he executed the same.




Notary Public

EXHIBIT "A"

(Legal Description of "Project" Property)

Townhouse Parcel 2

A tract of land located in the Southwest quarter of Section 10 Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing is the Utah State Plane Coordinate System, Central Zone), Utah County, Utah, more particularly described as follows:

Commencing at a brass cap monumenting the Southwest corner of said Section 10; thence N. $00^{\circ}22'32''$ W. along the section line a distance of 506.82 feet; and East a distance of 602.49 feet to a point on the North right-of-way line of 100 South Street being the real point of beginning:

And running Thence North $00^{\circ}17'13''$ East a distance of 569.58 feet; thence North $89^{\circ}45'51''$ East a distance of 362.44 feet; thence South $00^{\circ}00'00''$ East a distance of 187.55 feet; thence North $90^{\circ}00'00''$ East a distance of 203.96 feet; thence South $00^{\circ}10'07''$ West a distance of 362.87 feet to a point of curvature of a 24.00-foot radius tangent curve to the right; thence along the arc of said curve 37.77 feet, having a central angle of $90^{\circ}10'39''$ and a chord that bears South $45^{\circ}15'27''$ West a distance of 33.99 feet; thence North $89^{\circ}39'14''$ West a distance of 544.06 feet more or less to the point of beginning.

Containing 286,376 sq. ft. or 6.57 acres more or less

EXHIBIT "B"
(Adopting Resolution)

RESOLUTION NO. 10-06-2021-D

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT ON BEHALF OF PAYSON CITY BETWEEN PAYSON CITY, A MUNICIPAL CORPORATION, "CITY", AND PAYSON TOWNHOMES, LLC, A UTAH LIMITED LIABILITY COMPANY, "DEVELOPER", FOR THE DEVELOPMENT OF THE VALO AT SOUTH HAVEN FARMS, "PROJECT"

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) et seq., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into the Development Agreement; and

WHEREAS, Developer and City acknowledge that the Project is within the Holdaway-Pleasant Flats Annexation and subject to the terms and conditions of the Annexation Agreement, and subsequent amendments; and

WHEREAS, Developer requested city council action resulting in approval of a 101 unit multi-family attached long term rental housing (townhomes) subdivision to be known as VALO at South Haven Farms, whereby the approvals are implemented through the Development Agreement; and

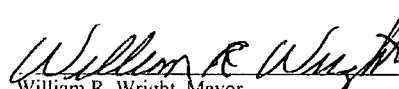
WHEREAS, City desires to allow Developer to make improvements and develop the Project in accordance with the Final Plat and the Plans and Specifications and Terms and Conditions of the Development Agreement for VALO at South Haven Farms.

NOW THEREFORE, BE IT RESOLVED BY THE PAYSON CITY COUNCIL, that Mayor William R. Wright is authorized and directed to execute the attached Development Agreement for VALO at south Haven Farms in Payson City.

This Resolution shall take effect immediately upon its passage by the Payson City Council adopted in a public meeting.

Passed and adopted by the Payson City Council this 6th day of October, 2021.

Attest:


William R. Wright, Mayor

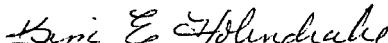
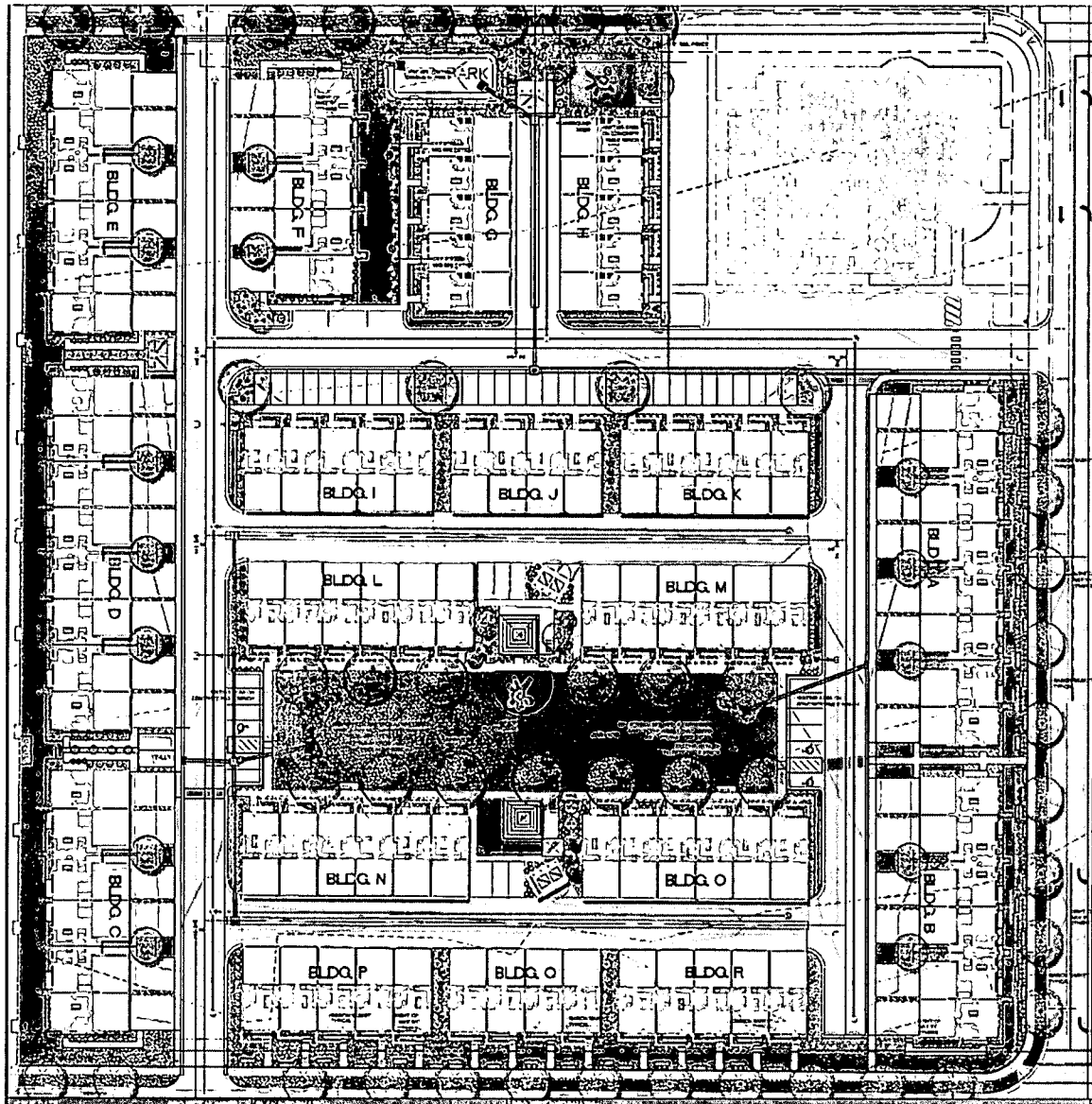

Kim E. Holindrake, City Recorder



EXHIBIT "C"

(Project Amenities, Fencing and Landscaping)

Overall Landscape Site plan for the Project. Vinyl Fencing highlighted in Yellow, wrought iron fencing highlighted in red.



VALO at South Haven Farms

Amenity Narrative

Amenity areas for VALO at South Haven Farms, are provided consistent with Payson City Ordinance 19.6.7.15.4 Project Amenities within the RMF Zone for properties with over 100 units. Below is a copy of the city code, with narrative detailing how each requirement is met. These amenities are intended not only to meet city code, but for the benefit of the residents of the VALO community. Each has been designed and sized to be appropriate for the number of residents within the community and per typical usage design criteria for this type of community. Please reference the attached overall site plan with location identifiers for each amenity area (areas 1-5) that will be described in more detail below.

In general, the majority of the required amenities will be provided internally within our own site, while some of the required amenities will be provided at the shared clubhouse. Additional information regarding the shared amenities at the clubhouse have been provided by South Haven Homes along with this information specific to VALO.

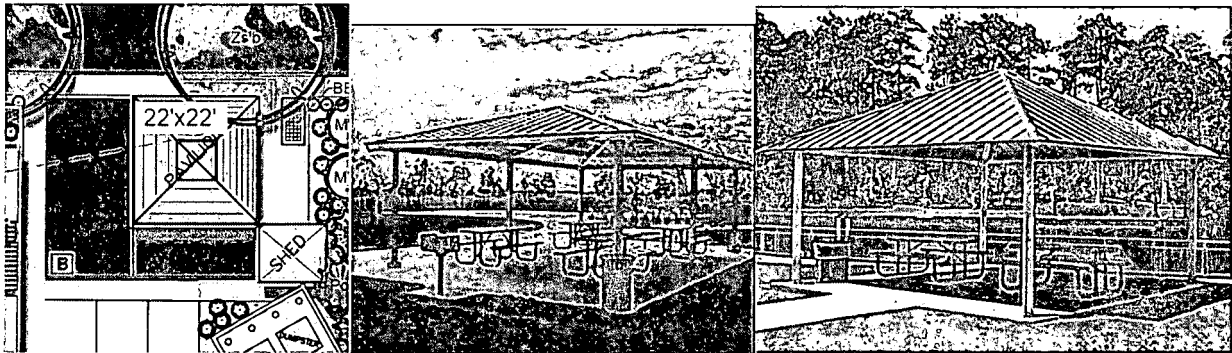
19.6.7.15.4

Projects with more than one hundred (100) units shall furnish:

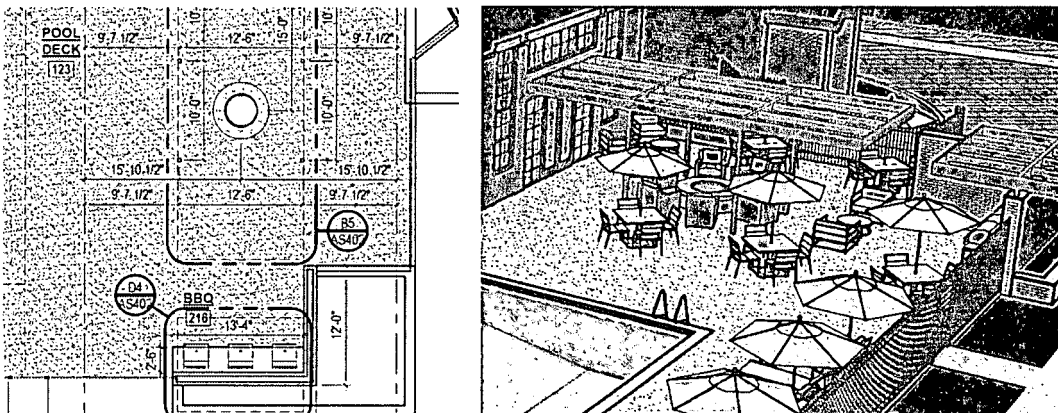
- a. Three (3) picnic areas with tables and barbecue areas with shade structures.
 1. AREA 3 - A covered pavilion picnic area (36'x36') with BBQ grills are provided adjacent to the landscape "courtyard" in between buildings L & M. The pavilion will have picnic tables. This area will be a place where families can enjoy time together with proximity to one of the children's playground area and the open grass field. This space will also be able to be privately reserved through the third-party community management company for private events. The construction style of this pavilion will be simple in design, but will contribute to the consistent design and feel of the surrounding buildings. Below are some examples of the design style that we feel is appropriate for this amenity. Colors and styles of the below images are not finalized and will be finalized later.



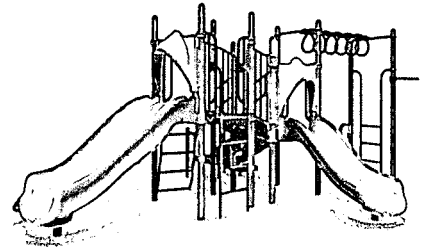
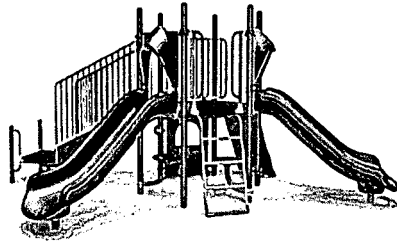
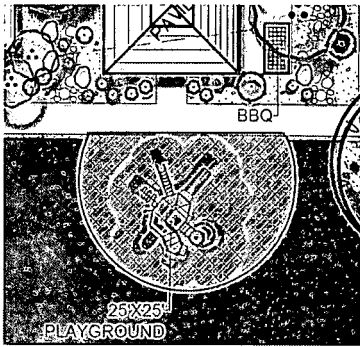
2. AREA 4 - A second covered pavilion picnic area (22'x22') with BBQ grills are provided adjacent to the landscape "courtyard" in between buildings N & O. The pavilion will have picnic tables and will serve as a secondary shaded picnic area with the same functions as the previous pavilion. This location however is not directly adjacent to the playground area, but is across the grassy area from it still within proximity. There is also some grass area surrounding this pavilion for comfort and use adjacent to the pavilion. The design and style of this pavilion will match exactly the other pavilion, just adjusted for its slightly smaller size. There is a maintenance shed located near this pavilion for the miscellaneous items that our community maintenance director will use.



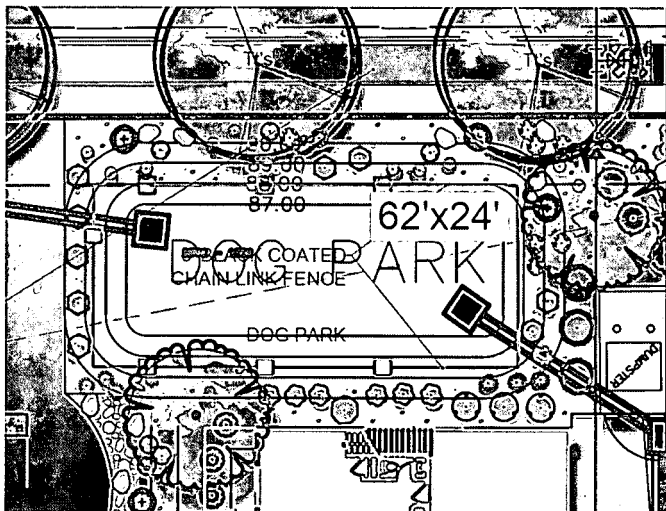
3. The third picnic area is provided at the clubhouse where the BBQ grills and dining tables are located near the pool. Shade is provided by the overhead trellis structure. This is located within the shared amenity space and will be an excellent location for picnic areas directly adjacent to the pool. This amenity is described in greater detail in the shared clubhouse narrative provided by South Haven Homes.



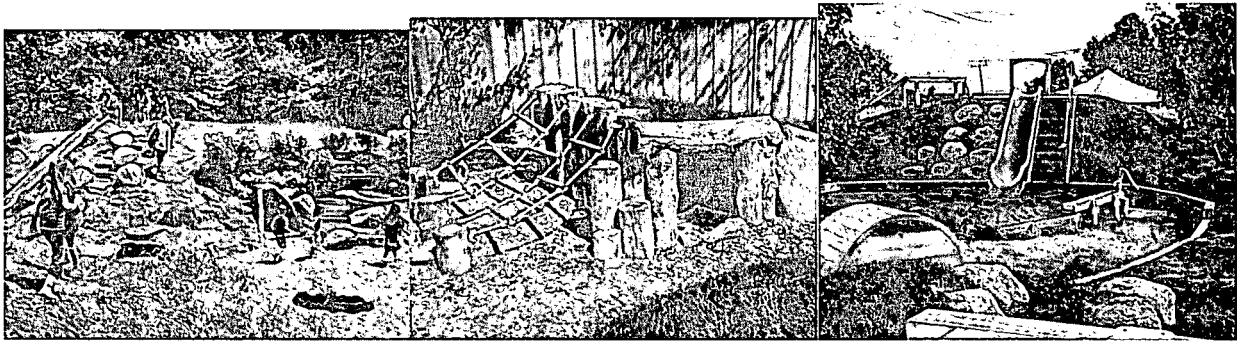
- b. Two (2) recreation areas with amenities appropriate for the targeted population.
 - 1. AREA 3 - A children's playground (25'x25') is provided adjacent to one of the covered pavilions at the interior "courtyard" landscape area between buildings L & M. This playground will be a manufactured playground purchased and installed over playground bark and is intended for "school aged" children. The playground has direct access to the grassy field area in the "courtyard" and close proximity to both covered pavilions and picnic areas.



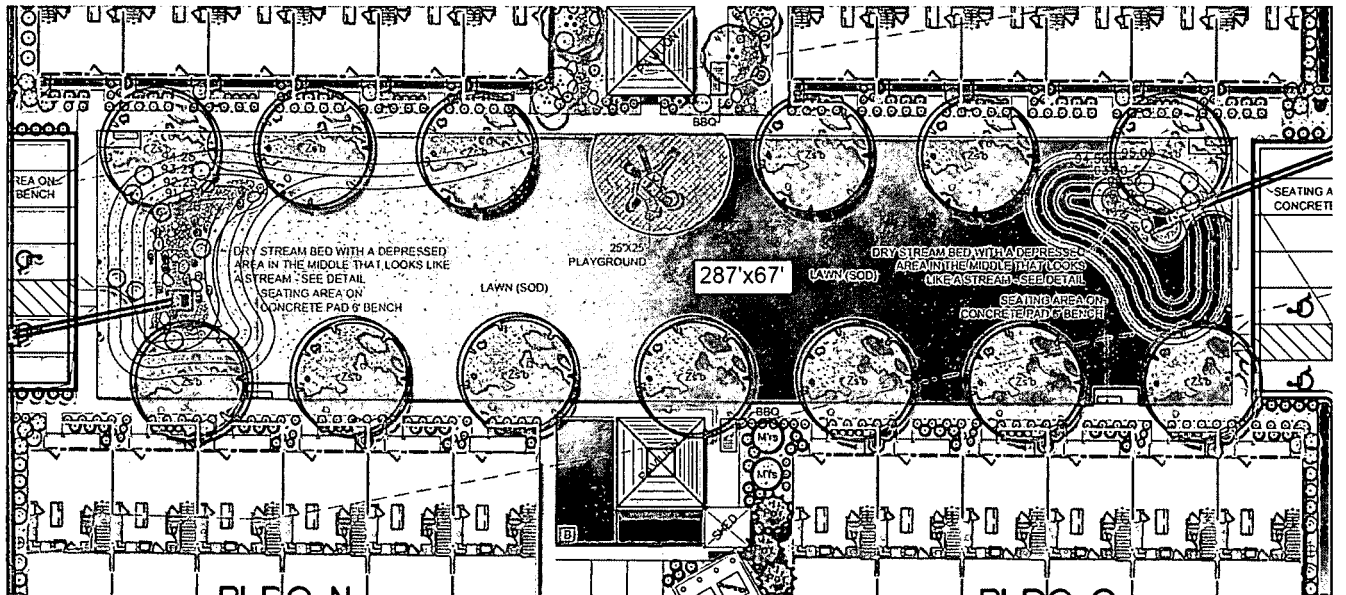
- 2. AREA 1 - A private dog park intended for the VALO townhome residents only is located North of building G. It will be secured by a wrought iron fence and will include proper dog waste sanitation receptacles and bags. The park will include natural items for pets to play on along with a couple shaded sitting areas for pet owners. Pet sanitation waste receptacles will be scattered throughout the property as well to encourage proper cleanup of pet waste.



3. AREA 2 - A second playground area is located directly adjacent to the dog park, and north of building H. This feature will be different in nature than the playground located at the interior of the property in that it will be designed as a “natural elements” playground. Full design is not completed at this point, but will appear similar to the example pictures below. This location is suitable for adults to monitor their children playing at the park while at the same time being close in proximity and be able to enjoy the amenities at the shared clubhouse and the dog park.



- c. AREA 5 - Another area that is a clear amenity to our residents is the area that we call the “courtyard”, which is a large (287’x67’), open grass area surrounded by trees in the middle of buildings L, M, N and O and is centrally located within the VALO community. This area is contributed as part of the code required open space requirement, and will be a great area, close to other amenities previously described, for children and families to be active and enjoy the outdoors.



- d. A clubhouse used for gatherings of residents not less than two thousand (2000) square feet in size complete with restrooms and indoor amenities and services.
1. As has been discussed in previous meetings, the VALO residents will have full access to the shared South Haven Farms clubhouse that is located on the North East corner of the current lot #4 and directly adjacent to the VALO community. The clubhouse size is approximately 10,000 total square feet of interior building space, spread over two floors of structure, this total square footage does not include the pool, pool deck and any outdoor spaces. Further detail regarding this shared clubhouse has been included in the narrative and material provided by South Haven Homes. Each resident will enjoy the benefits of all amenities planned for the clubhouse which include but is not limited to:
 - i. Professional management staff offices for communication with residents.
 - ii. Business center
 - iii. Great room with full kitchen
 - iv. Full fitness rooms with equipment
 - v. Yoga studio
 - vi. Private restrooms and changing areas for pool
 - vii. Pool and spa
 - viii. Outdoor BBQ and dining areas
 - ix. Seating around pool on pool deck
 - x. Outdoor seating and gathering area off second floor patio.
 - xi. Pickleball court
 2. The design of this clubhouse is unique in that it is designed and intended as a shared clubhouse between more than one community. In that regard, it has been designed to accommodate the greater number of units than any one of these individual communities has by itself. If this clubhouse were designed only for the 101 townhomes at VALO, this clubhouse would be dramatically smaller, closer to the code required 2,000 square feet. The types of spaces would likely be the same, just on a much smaller scale. In fact, at all of the other VALO communities that we are currently developing, they do not have enough units to warrant the cost of a pool, and therefore do not have them. We are thrilled that in this case at South Haven Farms, we have the ability to build a beautiful clubhouse that is dramatically larger than we would be able to do on our own. The fact of the matter is, these clubhouses are expensive to build, and unless you have enough units to justify the larger clubhouses like this one we have here at South Haven Farms, they are typically modest in nature for communities at or under 100 units.

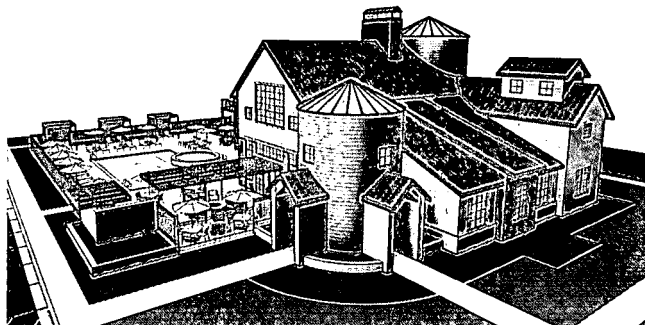
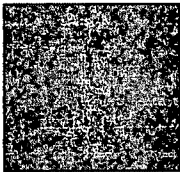


EXHIBIT "D"

(Residential Design Elements)

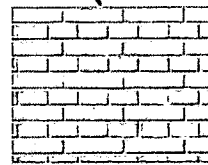
See attached full detailed plans for elevation details on each building. Below are some examples of colors and exterior materials to be used.



Asphalt Shingles
Architectural Style
Black Color



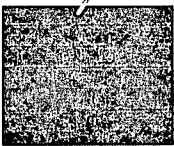
Stucco
Light, Fresh Color Varies
2-3 Color Schemes



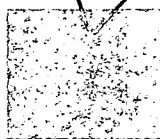
Painted Brick
Color - Shade of White



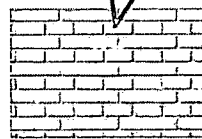
Cementitious Fiber Board
Style Varies, Color Varies
2-3 Color Schemes



Asphalt Shingles
Architectural Style
Black Color



Stucco
Light, Fresh Color Varies
2-3 Color Schemes



Painted Brick
Color - Shade of White



Cementitious Fiber Board
Style Varies, Color Varies
2-3 Color Schemes