

56

**MASTER DEVELOPMENT PLAN AGREEMENT
FOR
MT. SARATOGA PROJECT**

ENT 14908:2004 PG 1 of 56
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 09 4:55 pm FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

THIS MASTER DEVELOPMENT PLAN AGREEMENT is entered into effective as of
January 28, 2004, **by and between the CITY OF SARATOGA SPRINGS (the "City") and**
MT. SARATOGA, INC. ("Developer").

RECITALS:

A. Developer owns or has contract rights to purchase the land hereinafter described which is located within the City ("Developer's Land") that Developer desires to develop in accordance with the Master Development Plan hereinafter set out.

B. Developer has proposed a Master Development Plan for the development of Developer's Land, which has been or is being reviewed and approved by the City's Planning Commission and the City Council concurrent with this Agreement.

C. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies.

D. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities, and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, terms and conditions hereinafter set out as well as the consideration set forth in the Recitals, the parties hereby agree as follows:

I. DESCRIPTION OF DEVELOPER'S LAND AND MASTER DEVELOPMENT PLAN

1.1. Legal Description of Developer's Land. The legal description of Developers Land, which is covered by this Agreement and the Master Development Plan, is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the City's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan Approved by the City concurrent with this Agreement provides for the proposed development of 1438 single family

residential units, 524 multi-family units, and certain commercial and/or other uses in multiple phases as depicted in the Master Development Plan attached as Exhibit B to this Agreement and incorporated into this Agreement by this reference. The Master Development Plan sets out the configurations, uses and densities for development of Developer's Land as well as the location of roads, parks and other public, quasi- public and private facilities to be constructed on Developer's Land. The phasing of the development of Developer's Land shall be as provided in the Master Development Plan and this Agreement.

1.3. Specific Design Standards (Architectural Design Guidelines). In addition to the requirements of the Master Development Plan, all development and construction on Developer's Land shall be in compliance with and consistent with the Design Standards set forth in Exhibit C to this Agreement and said Design Standards are incorporated into this Agreement by this reference.

II. ACTIONS AND APPROVALS BY THE GOVERNING BODIES

2.1. General Plan Map and Zoning. The Planning Commission has recommended, after appropriate notice and hearings, that the General Plan Map be amended and that Developer's Land be rezoned R-1 and Commercial. The City Council heretofore, or concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the amendment of the General Plan Map for the City and the rezoning of Developer's Land so that such land is hereafter zoned R-1 and Commercial. In approving this Agreement and the Master Development Plan attached to and incorporated in this Agreement, the Planning Commission and the City Council have determined that the uses and densities provided in the Master Development Plan are consistent with and are in accordance with the General Plan Map for the City and the zoning of Developer's Land [as amended as herein set out].

2.2. PUD Approval. Development in accordance with the Master Development Plan necessitates and is based upon approval of a Planned Unit Development ("PUD") overlay zone for Developer's Land. The Planning Commission has recommended, after appropriate notice and hearings, that the PUD overlay zone be approved for Developer's Land as reflected in the Master Development Plan and the Design Standards attached to and incorporated into this Agreement as well as the terms, conditions and requirements of this Agreement. The City Council concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the PUD overlay zone for Developer's Land. The City Council has determined as a condition of approval of the PUD overlay zone, upon the recommendation of the Planning Commission that the open space required for the PUD overlay zone should be reduced to a minimum of 25 percent as provided in the Master Development Plan and as allowed by the City's Development Code. The Planning Commission and City Council have determined that reducing the open space to a minimum of 25 percent will result in a more attractive development, will allow for larger and/or better designed lots and/or multifamily developments, will result in more or better open space facilities or amenities and will better utilize the property covered by the PUD. The City Council has also determined as a condition of approval of the PUD overlay zone, upon the recommendation of the Planning Commission, that the sensitive lands (steep slopes) covered by the Master Development Plan shall qualify as open space as allowed by and subject to the limitations imposed by the City's Development Code. The uses, densities, location, siting, and number of residential units and/or other approved development reflected in the Master Development Plan and the Design Standards include and reflect all variances and density bonuses and incentives agreed to as part of the approval of the PUD overlay zone for Developer's Land. Such approval is based upon strict

compliance by the Developer, and/or its successors, with this Agreement, the Master Development Plan, and the Design Standards incorporated in this Agreement.

2.3. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Standards attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council hereby approves the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Standards and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.

2.4. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in the manner provided in the approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Master Development Plan. Developer shall be required to apply for and obtain approval for each subdivision and/or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Design Standards shall be in addition to, and not in lieu of, the requirements of the City Development Code and the City's other ordinances, regulations and guidelines. Developer's vested right of development of Developer's Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement. The Developer will comply with the City's pending Ordinances on Hillside Development, Native Landscaping and Erosion Control. Lots in the development that fail to meet the City's standards for buildable lots will not be approved when Preliminary Plats are presented.

2.5 Reserved Legislative Powers.

Nothing in this Agreement shall limit the future exercise of police power of the City Council in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City Council to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 2.4 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting the vested rights of Developer under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the development of Developer's Land under the compelling, countervailing public policy exception to the vested rights doctrine.

III. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1. Compliance With Water Utilities Ordinance.

3.1.1. Water Rights for Development. Developer shall convey to the City, water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Such water rights for culinary water requirements must be approved for municipal uses with approved sources from a well or wells at location(s) approved by the City. Water rights for secondary water requirements must be approved for municipal and/or irrigation uses with approved sources from well(s) or other sources approved by the City. Prior to acceptance of the water rights that Developer proposes to convey to the City, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within The City by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to the City, the City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the State Engineer. Developer shall reimburse the City for the costs of the City's consultants to review the water rights proposed for conveyance to the City. If not previously so approved, the City will require an approved application for change of use and/or change of point of diversion to a source approved by the City, as applicable, by the State Engineer in order to quantify and verify the water rights prior to final plat approval for any development to be served by said water rights. In the event such applications are filed in the City's name, the City may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Developer shall reimburse the City for the fees of such consultants. The water rights that Developer proposes to convey to the City, as well as the arrangements for review and approval of such water rights are set out in Exhibit D-1 to this Agreement.

3.1.2. Water Facilities for Development. Developer shall convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. The agreed arrangements between Developer and the City for compliance with this requirement are set out in Exhibit D-2 to this Agreement.

3.2. Other Improvements and Infrastructure.

3.2.1. Sewer. Sewer service to the development covered by the Master Development Plan shall be provided by the City in accordance with the ordinances and rules and regulations of the City and the Timpanogos Special Service District ("Timpanogos"). Developer shall install all sewer lines within said developments, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Developer as set out in Exhibit E-1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such offsite sewer lines and improvements shall as provided in Exhibit E-1 to this Agreement. The construction onsite sewer lines and any offsite sewer improvements to be provided by Developer shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such developments.

3.2.2. Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any offsite storm drain improvements to be constructed by Developer, as set out in Exhibit E-2 to this Agreement in

accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall as provided in Exhibit E-2 to this Agreement and said storm drain improvements shall be approved, dedicated, and accepted by the City as provided in said Exhibit E-2.

3.2.3. Roads. All roads to be constructed on or to provide access and other needs resulting from the development of Developer's Land in Accordance with the Master Development Plan shall be constructed as set out in Exhibit E-3 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of offsite road and/or roads serving more than one phase or subdivision covered by the Master Development Plan shall as provided in Exhibit E-3 to this Agreement. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivision or phase of development. All roads (if any) to be maintained by the Owners Association shall be dedicated and conveyed to the Owner's Association upon recording of the each final subdivision plat for roads covered by each subdivision plat and/or in accordance with the schedule set out in Exhibit E-3 to this Agreement. All roads to be dedicated to the City shall be dedicated to the City upon recording of the each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer in accordance with the schedule set out in Exhibit E-3 to this Agreement.

3.2.4. Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of Developer's Land as set out in the Master Development Plan shall be conveyed to the Owners Association in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. Financial Arrangements for constructing, maintaining and operating improvements to the parks and open space to be owed by the Owners Association are set out in Exhibit E-4 to this Agreement. All parks and/or open space not dedicated to the exclusive use of the residents of Developer's Land shall be dedicated to the City shall be dedicated and conveyed to the City or to an appropriate legal entity designated by the City to assure the long-term preservation of the same in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to the City shall be bonded as set out in Exhibit E-4 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of any such parks and open space for two years after acceptance of the improvements by the City.

3.2.5. Street Lighting SID. Developer's Land shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. The addition of Developer's land will be with the consent of the Developer after the City Council finds that inclusion of the lots in the subdivision on Developer's Land will not adversely affect the owners of properties already within the Lighting SID. Developer's consent to the Developer's Land being included in the Lighting SID will be a condition to final plat approval for the subdivision of Developer's Land. The Lighting SID is not for the installation of street lights, but is for the maintenance of the street lights that Developer will be required to install as part of the subdivision improvements required by the City.

3.3. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be for development covered by the Master Development Plan as provided in Exhibit F to this Agreement. All capacity reservations for development covered by the Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, the City may make such capacities available for use by other development within the City that can use such

capacities and, in such event, Developer shall be reimbursed for such capacities used by others on the basis set out in Exhibit F to this Agreement.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to the City all land, rights of way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of the land, rights of way and easements to be acquired and/or dedicated and conveyed to the City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights of way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to the City and/or the Owners Association.

3.5. Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all subdivision lots or other development covered by the Master Development Plan in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any such development. (Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer relating the provision of Water Facilities.) Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G to this Agreement. The City may issue certificates for such impact fee credits to Developer, in which event, the City will not issue building permit unless said certificates are delivered to the City.

3.6. Sewer Fees. Timpanogos requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees imposed by the City for each connection is a condition to the City providing sewer service to the lots, residences or other development covered by the Master Development Plan.

3.7. Other Fees. The City may charge other fees that are generally applicable, including but not limited to standard subdivision, site plan and building permit review fees for improvements to be constructed pursuant the Master Development Plan.

3.8. Donation of Fire Truck. Because of the size of the Project when completed, it will be necessary to station an additional fire truck in the vicinity. The Developer, prior to the Final Approval of the first subdivision of Phase 3, shall donate to the City an amount up to \$250,000 for the purchase and equipping of a new or used fire truck. The type of vehicle purchased shall be at the sole discretion of the City Fire Chief.

IV. PHASING AND TIMING OF DEVELOPMENT - TERM OF AGREEMENT - DEFAULT

4.1. Phasing and Timing of Development. The phasing and timing of development under the Master Development Plan shall be as provided in the Master Development Plan attached as Exhibit B to this Agreement (the "Phasing Schedule"). Developer may apply to the City for an amendment of the Phasing Schedule and the City Council shall approve any amendment of the Phasing Schedule that shall not unreasonably adversely impact public interest or other development after the Planning Commission shall review such requested amendment and made its

recommendations to the City Council. Any failure of Developer to comply with the Phasing Schedule that shall continue for more than six months, may result in the City Council terminating the Master Development Plan and this Agreement as to phases for which a subdivision or site plan has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendations to the City Council.

4.2. Term of Agreement. The term of this Agreement shall commence on the effective date of the Ordinance approving this Agreement and shall continue for a period of 8 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement and all capacity reservations for any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement shall terminate at the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met.

4.3. Default - Remedies. If either party believes the other party to be in breach of any material term, event or condition of this Agreement, said party shall give the defaulting party 30 days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. After proper notice and expiration of said 30 day cure period, the non-defaulting party shall be entitled to all rights and remedies provided in this Agreement or available at law and in equity, including injunctive relief, specific performance and/or damages, including but not limited to, its reasonable attorney's fees and costs. In addition, if the City believes Developer to be in breach of this Agreement or any approval or agreement covering the development covered by this Agreement, the City may, after notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights under this Agreement or any other agreement related to this Agreement until such default is cured. Any failure to meet the phasing schedule that results from the City's refusal to grant additional approvals as a result of breaches by Developer shall not excuse Developer from comply in the Phasing Schedule and may result in the City terminating this Agreement as provided in Section 4.1.

V. GENERAL TERMS AND CONDITIONS

5.1. Agreement to Run with the Land. This Agreement shall be recorded against Developer's Property as described in Exhibit A hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in ownership of Developer's Land.

5.2. Assignment. Any transfer of lots in recorded subdivisions shall not require the approval by the City. Developer shall be entitled to transfer any portion of Developer's Land subject to the terms and conditions of this Agreement upon written notice to and written consent of the City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy the City that such transferee has the ability and resources to meet the obligations of this Agreement as to the land being transferred. In the event of any transfer of less than all of Developer's Land, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Developer shall remain responsible for all obligations under this Agreement with respect to the remainder of Developer's land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by the City.

5.3. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission ("Fax") or be mailed by first class or express mail, addressed as follows:

To City: City of Saratoga Springs
Attention: City Administrator
2015 South Redwood Road
Saratoga Springs, Utah 84043
Fax No. (801) 766-9794

With copy to: Richard G. Allen
City Attorney
P.O. Box 254
Lehi, Utah 84043
Fax No. (801) 756-4052

To Developer: Lynn A. Clingo, President
MT. SARATOGA, INC.
282 West River Bend Lane
Suite #350
Provo, Utah 84604
Fax No. (801) 764-9998

Mark R. Palesh, Manager
The Millennium Associates, LLC
5729 West 10770 North
Highland, Utah 84003
Fax No. (801) 756-7534

or to such other address as any party may designate by written notice to the other party as herein provided. Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received after normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

5.4. Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

5.5. Entire Agreement. This Agreement, the Exhibits hereto, and the instruments and documents referred to herein, set forth the entire agreement between the City and Developer and supersede all prior negotiations, dealings, and agreements by the parties as to the matters herein addressed.

5.6. Relationship of Parties - No Third Party Beneficiaries. The contractual relationship between the City and Developer arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless the City accepts the dedication of the improvements pursuant to the terms of this Agreement or in connection with final subdivision plat or site plan approval; and (c) Developer shall have full power over and exclusive control of Developer's Land subject to the obligations of Developer under this Agreement.

5.7. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

5.8. Time. Time is of the essence in this Agreement.

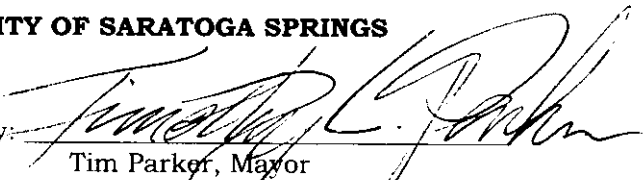
5.9. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of have access to Developer's Land and all development pursuant the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

5.10. Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also 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 this Agreement shall remain in full force and effect. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provisions of this Agreement.

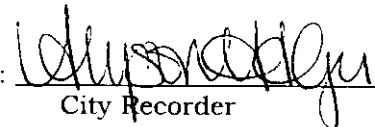
5.11. Survival of Developer's Obligations. Developer's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval.

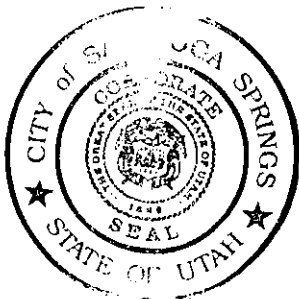
IN WITNESS WHEREOF, this Agreement has been executed by the City of Saratoga Springs, acting by and through the City Council, pursuant to Ordinance No. 04-4(1-27-04) authorizing such execution by the Mayor, and by a duly authorized representative of Developer as of the above stated date.

CITY OF SARATOGA SPRINGS

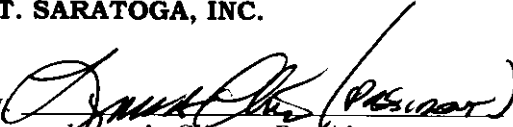
By: 
Tim Parker, Mayor

ATTEST:

By: 
City Recorder



MT. SARATOGA, INC.

By: 
Lynn A. Clingo, President

STATE OF UTAH)

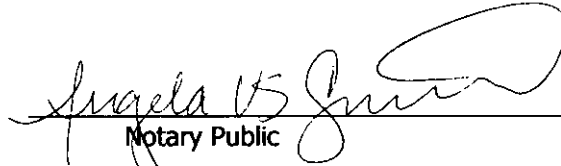
:SS.

COUNTY OF UTAH)

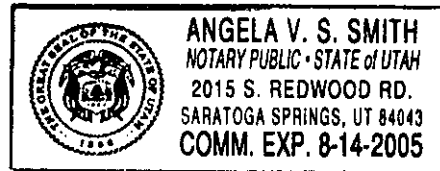
The foregoing instrument was acknowledged before me this 28 day of January, 2004, by Timothy L. Parker as Mayor and Alyson Alger as Recorder of the City of Saratoga Springs.

My commission expires:

8-14-2005


Notary Public

Residing at: 2015 So. Redwood Rd.



Executed this 23 day of January, 2004.

MT. SARATOGA, INC.

By: (Signature) (PRESIDENT)
Lynn A. Clingo, President

STATE OF UTAH }

:SS

COUNTY OF UTAH }

On this 23 day of January, 2004, personally appeared before me Lynn A. Clingo, the President of Mt. Saratoga, Inc., a corporation, the signor of the above instrument who today acknowledged to me that he executed the same.

NOTARY PUBLIC

(Signature)
Residing at: 282 W. Riverbend Lane, Suite 350
Provo, UT 84604

My Commission Expires: 7/8/2006

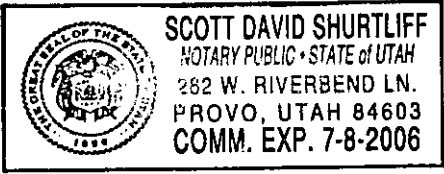


EXHIBIT A

TWO PARCELS OF GROUND LOCATED IN SECTION SECTIONS 16 AND 21 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

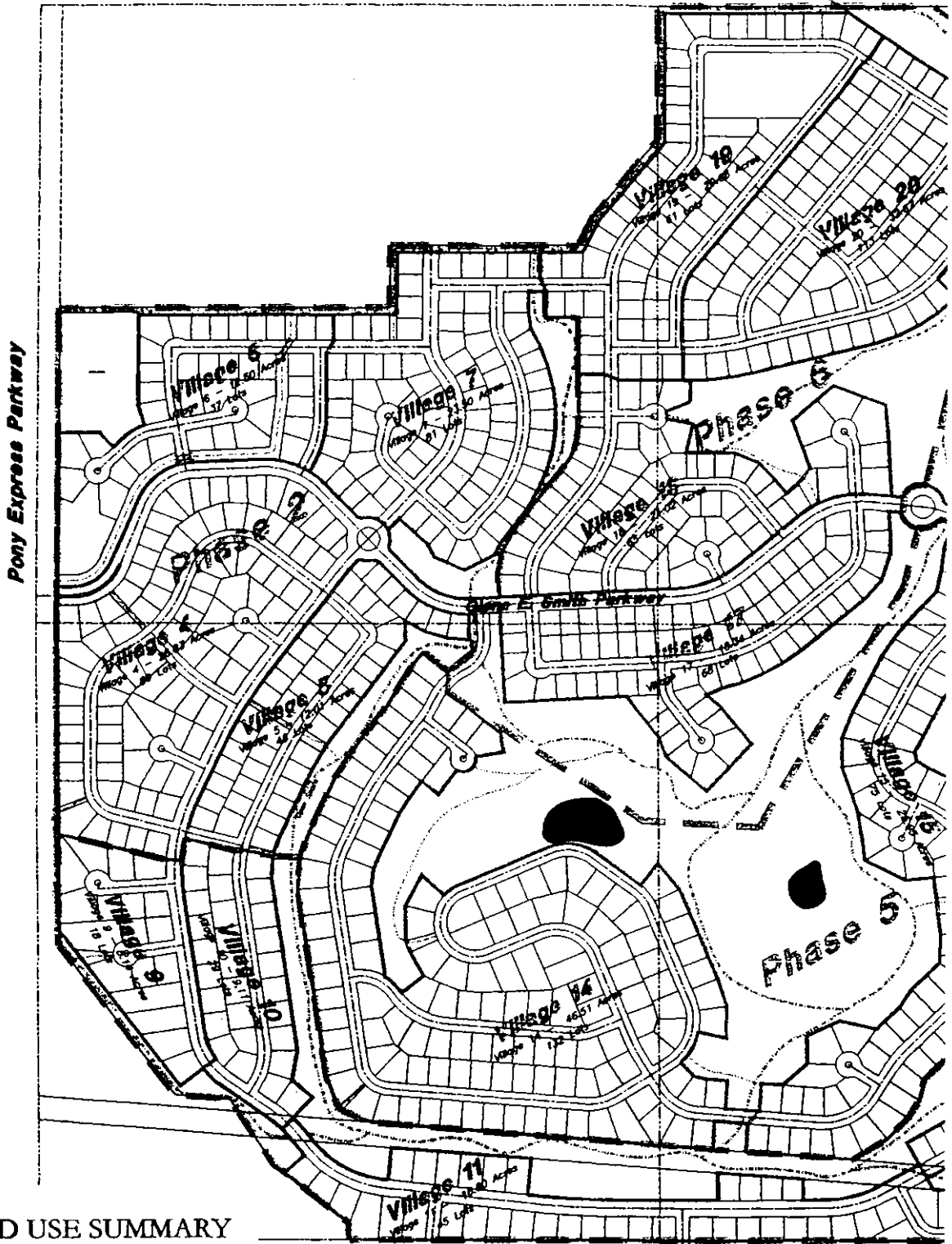
PARCEL A

COMMENCING AT A POINT WHICH LIES N00°25'42"E, 3146.33 FEET FROM THE SE CORNER OF SECTION 16, WHICH IS ALSO THE NE CORNER OF SECTION 21 OF SAID TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE S00°25'42"W, 187.25 FEET TO THE WESTERLY LINE OF THE UTAH POWER AND LIGHT CORRIDOR; THENCE ALONG SAID CORRIDOR S04°43'35"W, 7444.59 FEET; THENCE S56°18'46"W, 44.13 FEET; THENCE S04°44'04"W, 234.00 FEET; THENCE S52°38'36"W, 914.25 FEET; THENCE N89°50'17"W, 1303.37 FEET; THENCE N89°10'11"W, 1349.42 FEET; THENCE N00°12'32"E, 1473.39 FEET; THENCE N89°10'11"W, 265.02 FEET; THENCE N00°12'32"E, 803.77 FEET; THENCE N62°24'30"W, 132.70 FEET; THENCE N50°00'54"W, 433.45 FEET; THENCE N89°41'04"W, 574.04 FEET; THENCE N00°12'25"E, 1206.15 FEET; THENCE N33°38'07"E, 1452.18 FEET; THENCE N00°12'25"E, 2387.29 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 73; THENCE ALONG SAID RIGHT OF WAY N77°52'53"E, 640.00 FEET TO THE GIBBS PROPERTY; THENCE S12°07'07"E, 726.00 FEET; THENCE N77°52'53"E, 300.00 FEET; THENCE N12°07'07"W, 726.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 73; THENCE ALONG SAID RIGHT OF WAY LINE N77°52'53"E, 3676.15 FEET TO THE POINT OF BEGINNING. CONTAINING 761.7924 ACRES

PARCEL B

COMMENCING AT THE NE CORNER OF SECTION 21, WHICH IS ALSO THE SE CORNER OF SECTION 16 OF SAID TOWNSHIP 5 SOUTH, RANGE 1 WEST THENCE S00°25'42"W, 2654.52 FEET TO THE E 1/4 CORNER OF SAID SECTION 21; THENCE S00°23'51"W, 1323.43 FEET; THENCE S89°05'05"W, 70.92 FEET; THENCE S37°58'17"W, 406.60 FEET; THENCE S56°18'46"W, 123.94 FEET TO THE UTAH POWER AND LIGHT CORRIDOR; THENCE ALONG SAID CORRIDOR N04°43'35"E, 5611.73 FEET THENCE S00°25'42"W, 1224.43 FEET; TO THE POINT OF BEGINNING. CONTAINING 24.9976 ACRES

TOTAL ACRES 786.79 ACRES



LAND USE SUMMARY

Site Area	786.79 Acres
Church/School Sites	25.92 Acres
Commercial Site	54.99 Acres
Area Over 30% Slope	33.72 Acres
Net Residential Area	672.16 Acres
Open Space (26.9%)	183.51 Acres
Single Family Lots	1438
Multi-Family Units	524
Gross Density	2.92 du/acre

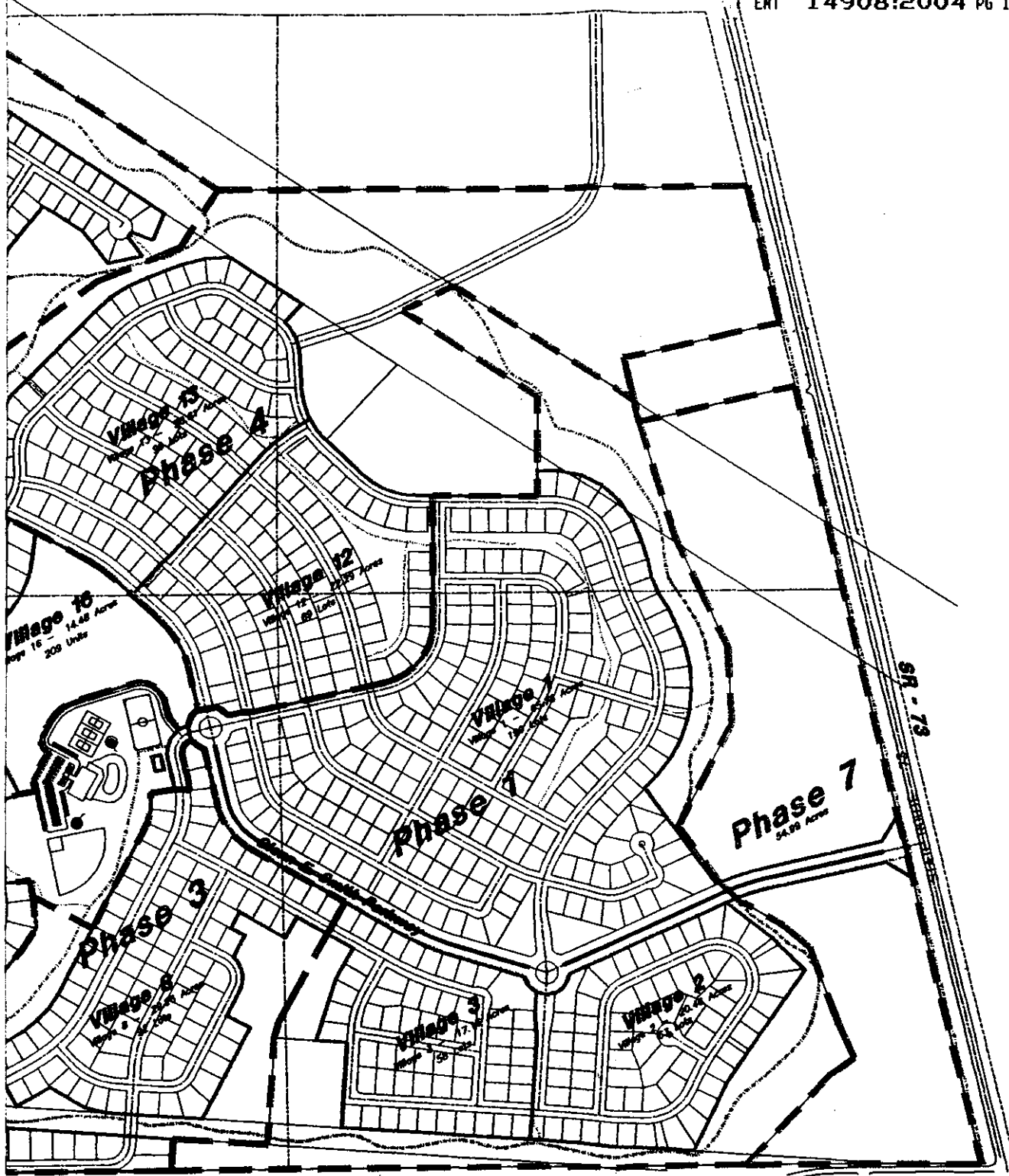
MAJOR WALKWAY & LANDSCAPED AREAS
(6' - 8' PAVED)

MINOR WALKWAY & PATH
(DIRT, GRAVEL OR WOODCHIPS)

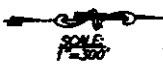
NOTES:
CONTOURS ARE SHOWN WITH A TWO FOOT INTERVAL.

Mt. Sara

A Planned Unit Dev
Saratoga Springs, U



- Phase 1 - 160.60 Acres
- Phase 2 - 98.12 Acres
- Phase 3 - 86.44 Acres
- Phase 4 - 117.72 Acres
- Phase 5 - 129.01 Acres
- Phase 6 - 139.78 Acres
- Phase 7 - 55.14 Acres



Owner/Developer:

Mt. Saratoga Inc.
 282 West Riverband Lane, Suite 350
 Provo, Utah 84604
 (801) 764-9975

Exhibit B

Phase Plan

Mt. Saratoga
 SARATOGA SPRINGS, UTAH 84604

REEVE & ASSOCIATES, INC.
 Civil Engineering • Structural Engineering
 Surveying • Land Planning • Landscape Design
 4155 S. HARRISON BLVD., #310
 OGDEN, UTAH 84403
 (801) 227-1150 FAX (801) 227-1155 *Solutions You Can Build On™*

APPROVED	C. CHEN
DESIGNED	J. BARR
DRAWN	J.M. JOSE
CHECKED	REVIEWED

PROJECT NO.	1
SHEET	1

NEIGHBORHOOD DEVELOPMENT PLAN SCHEDULE

PHASES	1	2	3	4	5	6	7
No. Villages	3	4	4	3	2	4	0
Total Acres	160.55	98.12	86.49	117.72	129.01	139.76	54.99
Church/School Acres	3	4.02		15.43		3.47	0
Commercial Acres							54.99
Net Residential Acres	152.55	92.1	81.49	95.29	119.25	131.48	0
Open Space Acres	51.15	19.26	20.08	18.17	34.31	40.54	0
% Open Space	33.5	20.9	24.6	19.1	28.8	30.8	0
Single Family Lots	319	253	184	168	207	307	0
Multi-Family Units				315	209		0
Density	2.09	2.75	2.26	5.07	3.49	2.33	0
Offsite Water Line Req'd	Yes (1)	No	No	No	No	No	No
Offsite Irrigation Line Req'd	Yes (2)	No	No	Yes (12)	No	No	No
Offsite Sanitary Sewer Req'd	Yes(3)	Yes(7)	No	No	No	No	Yes (15)
Offsite Storm Drain Req'd	No(4)	No (8)	No(10)	Yes (13)	No	Yes (14)	Yes (16)
Major Roadway Included	Yes(5)	Yes(9)	Yes(11)	No	No	No	No
Recreation Facility Included	Yes(6)	No	No	No	No	No	No

(1) This phase is in Zone 3+ requiring the upper reservoir to be built. Also required will be the connecting pipe lines, booster pump stations and Zone 2 reservoir

(2) This phase is in the lower pressure zone requiring the lower irrigation reservoir to be constructed including connecting line to the water source.

(3) This phase will require a sanitary sewer line along Evans Lane and connecting to the existing pipeline.

(4) This phase will drain into a new detention basin and released at historic rates into an existing drainage channel. No offset piping required.

(5) Glen E. Smith Parkway (Major Collector) will be constructed from Sr-73 to the recreational complex round-about and a minor collector roadway constructed from there to Evans Lane.

(6) The Recreational Complex is included in this phase

(7) This phase will require either an agreement to connect into Eagle Mountain truck line or construction of a new line from Pony Express Parkway along the route shown to the existing pipeline.

(8) This phase will drain into a new detention basin and released at historic rates into an existing drainage channel. No offsite piping required.

(9) This phase will require the improvement of Pony Express Parkway to the existing asphalt roadway, part of Glenn E. Smith Parkway and part of a minor collector roadway.

(10) Part of this phase will drain into a new detention basins and released at historic rates into an existing drainage channel. No offsite piping required.

(11) The balance of the minor collector roadway will be completed in this phase.

(12) Part of this phase is in the upper pressure irrigation zone requiring the construction of the upper reservoir and pump station.

(13) Village 21 of this phase will require a new detention basin and outfall line to an existing

channel. Only historic rates will be released.

(14) Part of this phase will require a new detention basin and outfall line to an existing channel. Only historic rates will be released.

(15) This phase will require an outfall line along SR-73 to the existing outfall line.

(16) This phase will require a new detention basin and outfall line to an existing channel. Only historic rates will be released.

PHASING PLAN

<u>Name of Phase</u>	<u>Anticipated Date for Final Plat Approval</u>	<u>Anticipated Number of Lots</u>
Phase 1 (S.F. Res.)....	March 9, 2004	300 Lots approx.
Phase 2 (S.F. Res.)....	February, 2005.....	212 Lots approx.
	(M.F. Res.).....	209 Lots approx.
Phase 3 (S.F. Res.)....	February, 2006.....	212 Lots approx.
Phase 4 (S.F. Res.)....	February, 2007	212 Lots approx.
	(M.F. Res.).....	315 Lots approx
Phase 5 (S.F. Res.)....	February, 2008	212 Lots approx.
Phase 6 (S.F. Res.)....	February, 2009	290 Lots approx.
Phase 7	February, 2010	Commercial (May be developed simultaneously with Phases 2 through 6)
TOTAL		1,438 S.F. Residential Lots 524 M.F. Residential Lots (Not including commercial)

ARCHITECTURAL DESIGN

GUIDELINES

MT. SARATOGA

CITY OF SARATOGA SPRINGS, UTAH

**PREPARED BY
THE MILLENNIUM ASSOCIATES, LLC**

MT. SARATOGA ARCHITECTURAL DESIGN GUIDELINES

These Architectural Design Guidelines have been prepared pursuant to the Declaration of Covenants, Conditions, and Restrictions for Mt. Saratoga, (the "Declaration") to be recorded at the office of the Utah County, Utah, Records office, and as part of the Master Development Plan Agreement. The Design Guidelines are binding upon all persons who construct, remodel, refinish, alter or maintain any improvement upon the property, or make any change in the natural or existing surface thereof. The Architectural Design Guidelines are administered and enforced by the Architectural Control Committee in accordance with the Declaration and the procedures herein and therein set forth. The Architectural Design Guidelines may be amended from time to time, but only upon approval of the City. It is the responsibility of each owner to obtain and review a copy of the most recently revised Architectural Design Guidelines before embarking upon any such construction, remodeling, refinishing, alteration, or maintenance of any improvement upon the project.

1. OBJECTIVE

The objective of the Mt. Saratoga Development is to make it exclusive and one of the finest. The housing density is being kept moderate, but allowing for multi-family housing, town houses, condominiums (no apartments), and some commercial development.

Water rights have been obtained to insure an adequate supply of water for each home. The natural setting of the project is excellent. The land has been carefully studied and planned to allow the development to flow into the natural setting with a minimum impact on the natural surroundings.

The entire project will cater to outdoor and clean air enthusiasts and those interested in a well-planned environment.

It is planned to be the best. Let us keep it the best by adhering to these guidelines and prompting others to do likewise.

2. BUILDING ARCHITECTURAL DESIGN GUIDELINES

(i) **MT. SARATOGA.** The following building Architectural Design Guidelines are divided into two categories for convenience. The first is related to the land. The second relates to the building and other improvements constructed on each land parcel including: color, height, proportions, and other design features.

(ii) **ARCHITECTURAL DESIGN GUIDELINES.** Each owner is responsible for reviewing the application, the City of Saratoga Springs, Utah, regulations, and making certain they are complied with. The size and location of each land parcel will be determined by the natural features of the land, topography, views and relationship to adjacent properties.

2.1 Natural Land Area. A portion of the natural vegetation and geological features at Mt. Saratoga will be preserved. The Mt. Saratoga Homeowners Association shall be subject to the Hillside Development and Native Landscaping Ordinances of the City.

2.2 Transition Area. Transition refers to a middle zone where a gradual blending between two diverse landscapes is the goal.

a. **Between Natural and Private Areas.** The Transition Area provides a blending from the indigenous plant materials and geological features of the Natural Area to the approved non-indigenous plant materials and other design components of the Private Areas.

and boats may not be stored outside the garage, but within a designated area of the development.

- 2.7 No Visible Outside Storage Tanks.** There shall be no outside storage of flammable liquids in the residential areas.
- 2.8 Lot Drainage and Grading.** In order to preserve the natural undisturbed beauty of the landscape, grading of all land shall follow the recommendations set forth herein and shall be compatible with all other provisions of these Architectural Design Guidelines. Grading must be done with minimum disruption to the land. All land shall adhere to the following development guidelines for construction of buildings:
- a. All residential structures, including accessory building(s), shall be placed. Grouped, and shaped to compliment one another and provide visual interest.
 - b. Owners shall design the individual land grading to accomplish maximum retention of any existing vegetation or of such natural features as drainage swales, vistas, slopes, and natural plant formations and exposed rock outcroppings, except as approved by the ACC.
 - c. Drainage must be done with a minimum disruption to the land and shall not drain onto adjoining lands (except established by natural drainage patterns), nor cause a condition that could lead to soil erosion in open spaces.
- 2.9 Setbacks.** Setbacks shall be determined by the Architectural Control Committee and appropriate City of Saratoga Springs ordinances. Front lot lines should be staggered along any given road, and from the home directly across the street.
- 2.10 Drainage-ways.** Natural drainage-ways should not be obstructed. Improvements should be cited to avoid these drainage-ways. Improvements may be designed and constructed to bridge drainage-ways without obstructing storm flows. All occupied buildings shall be constructed outside drainage ways.
- 2.11 Swimming Pools.** Swimming Pools shall be fenced and screened or separated from the Natural and Transition Areas. They must be constructed according to City, County, and State requirements.
- 2.12 Tennis Courts.** Tennis Courts will be allowed. Tennis Courts should be fenced and cited for minimal visual impact on views from the street or from neighboring properties. Protection for the Natural Area must be provided. Construction of courts shall be below the general grade when possible. Elective screening with planting may be required by the Architectural Control Committee.
- 2.13 Signage.** No signage will be permitted except temporary construction signs or others (“Home and Lot For Sale”) as permitted by the Declaration and approved

by the Architectural Control Committee. All signage shall comply with the City of Saratoga Springs' Sign Ordinance.

- 2.14 Lighting.** Individual lighting may only be approved by the Architectural Control Committee if it is limited to a small area within the Private Area, or Transition Area and does not result in excessive glare.
- 2.15 Storage Buildings.** All storage buildings, barns or other out buildings must be approved by the Architectural Control Committee.
- 2.16 Trash Enclosures.** Trash must be stored in a garage or a screened enclosure when not out for collection.
- 2.17 Mechanical Equipment.** All mechanical equipment must be concealed. Exposed swamp coolers, air conditioners, storage tanks, above ground utility lines, television antennas, or other equipment will not be allowed.
- 2.18 Land Parcel Restrictions.** No more than one single-family residence may be constructed on any subdivided land parcel, except in areas designated for multi-family. All building structures shall be subject to approval of the Architectural Control Committee.
- 2.19 Building Design Standards.** It is required that all buildings constructed in the project be approved by the Architectural Control Committee.
- 2.20 Orientation of Residence.** Each residence should be located to take advantage of the natural topography and views.
- 2.21 Residence Size.** In no event shall any residence be constructed with a living area of less than 1,400 square feet. Below ground areas shall not be included when calculating square footage. A minimum of 1,200 square feet shall be on the first floor if the residence is two stories high, and 400 square feet on the second floor.
- 2.22 Height and Structure.** The maximum height for any residence shall not exceed 35 feet unless approved by the Architectural Control Committee. Height shall be measured from the natural grade to the highest point of the roof or any projection from there. Chimneys and similar features may exceed 35 feet, but must not appear excessive and must be approved by the Architectural Control Committee.
- 2.23 Building Projections.** No visible television antennas, mechanical equipment or similar items (except for heating and plumbing vents), will be allowed on any roof. All such items, which are necessary, must be concealed from view including views from higher property. Exposed gutters or downspouts will be allowed with the approval of the Architectural Control Committee. Use of pre-cast concrete or terracotta scuppers will be encouraged.

- 2.24 Exterior Materials.** All building materials must be approved by the Architectural Control Committee. Brick, stone, cement siding, and stucco shall be the primary building materials (no aluminum or vinyl siding will be allowed).
- 2.25 Basements.** Basements will be allowed.
- 2.26 Colors.** The color of the exterior materials must conform to the specific home design area or village designation.
- 2.27 No Reflective Surfaces.** No reflective finishes (other than non-mirrored glass) shall be used on exterior surfaces including, without limitations, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, and equipment.
- 2.28 Foundations.** All foundations must be either plastered to extend below the ground surface or be covered with other suitable building material acceptable to the Architectural Control Committee.
- 2.29 Roofs.** All roofing materials shall be approved by the Architectural Control Committee. Guidelines for color and texture will be provided and any variation must be approved by the Architectural Control Committee. Asphalt shingles are discouraged.
- 2.30 Windows and Skylights.** No reflective or mirrored glass will be allowed. Windows can be fixed or operable. Clerestory windows will be treated like other windows.
- 2.31 Doors.** Garage doors shall be wood, metal or fiberglass simulating wood with an approved color (doors are not to be left white), with or without windows. Other doors can either be sliding or swinging and must be wood, fiberglass or metal simulating wood.
- 2.32 Patios, Courtyards and Decks.** Patios and courtyards should be designed as an integral part of the architecture of the residence.
- 2.33 Service Yards.** Walls are required as screening for a service yard, if any, to enclose all above-ground garbage and trash containers and other outdoor maintenance and service facilities.
- 2.34 Solar Applications.** Passive solar applications or the orientations of design of the residence for maximum winter sun gain will reduce the winter heating needs, and will be encouraged.
- 2.35 Interiors.** Where interior materials are visible from the exterior such as through large windows or patio doors, design discretion should be used.

- 2.36 Guest Houses.** No second homes or guesthouses will be allowed unless approved by the City of Saratoga Springs and the ACC.
- 2.37 Additional Construction and/or Exterior Changes.** Any changes to the approved plans before, during or after the construction must first be submitted to the Architectural Control Committee for their approval.
- 2.38 Fencing.** White vinyl fencing is prohibited in favor of subdued colors. Fencing adjacent to open spaces or parks should be open or semi-private in nature. Any chain link fencing must be covered with dark or subdued color vinyl.
- 2.39 Additional Construction Guidelines for each Village or Subdivision.** Additional guidelines as to types of construction materials and home designs, selected for the differing types of villages or subdivisions, are delineated in "Attachment 1", approved by the Homeowners Association and to be administered by the Architectural Control Committee. All homes must comply with the Architectural Design Guidelines in "Attachment 1" in order to be approved by the Architectural Control Committee (ACC).

3. REVIEW PROCEDURES

All building and landscaping plans and specifications (including construction of fences, retaining walls, and driveways); must be submitted to the Architectural Control Committee for their approval prior to construction.

- 3.1 Plan Submission.** Any member of the Architectural Control Committee may be contacted for preliminary discussion concerning proposed construction and set a time for a pre-design meeting. All builders or owners should discuss their plans with the Architectural Control Committee prior to the start of design work.
- 3.2 Plan Review.** A preliminary sketch of the front elevation and floor plan should be submitted to the Architectural Control Committee prior to starting working drawings.
- 3.3 Pre-Design Meeting.** Those in attendance of the pre-design meeting should be the owners, the proposed contractor or builder if a decision has been made with respect to such.
- 3.4 Preliminary Submittal.** A final elevation and floor plan, drawn to scale, should be submitted for preliminary review prior to undertaking the final working drawings.
- 3.5 Final Submittal and Review.** After preliminary approval is obtained from the Architectural Control Committee, the following documents are to be submitted for final approval.

Final plans shall include:

- a. Plot plans showing the residence and all buildings or other major structures, driveways, parking areas, grading utility connections, and finished floor elevations including garage.
- b. Landscape plan, showing: areas to be irrigated, driveway, retaining, decorative features, etc., and plans of the area wherein storage of materials and debris will be confined, if any.
- c. An approximate time schedule indicating starting and completion dates of construction, utility hook-ups, landscaping work and anticipated occupancy date.

3.6 Subsequent Changes. Additional construction, landscaping, or other improvements to a residence or land parcel or changes after completion of an approved structure must be submitted to the Architectural Control Committee for approval prior to making such changes and/or additions.

3.7 Re-submittal of Plans. In the event of disapproval by the Architectural Control Committee of any part of a preliminary or a final submission, a re-submission of plans must follow the same procedure as an original submittal.

3.8 Work in Progress-Inspection. The Architectural Control Committee may inspect all work in progress and serve written notice of noncompliance upon the owner. Absence of such inspection and notification during the construction period does not constitute either approval of the Architectural Control Committee with work in progress or compliance with these Architectural Design Guidelines or the Declaration. If such noncompliance is not remedied within seven (7) days of receipt thereof, the Architectural Control Committee will have the authority to order the cessation of further work on said site or to impose a fine or both.

3.9 Completed Work. Upon completion of any residence or other improvements for which final approval was given by the Architectural Control Committee, the owner shall give written notice of completion to the Architectural Control Committee.

3.10 Non-Waiver. The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Architectural Control Committee under the Guidelines or the Declaration, including a waiver by the Architectural Control Committee pursuant to Paragraph 3.13, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

- 3.11 Commencement of Construction.** Upon receipt of approval from the Architectural Control Committee, the owner shall, satisfy any and all conditions thereof, and diligently proceed with the commencement and completion of all approved work.
- 3.12 Estoppel Certificate.** The Architectural Control Committee shall have the authority to record an estoppel certificate executed by any two of its members, certifying with respect to any land parcel of said owner that as of the date thereof either: (a) all improvements and other work made or done upon or within said land parcel by owner comply with the Guidelines and the Declaration, or (b) such certificate shall also identify the non-complying improvements and/or work, and specify in reasonable detail the particulars of noncompliance. Any purchaser from the owner, mortgage or other encumbrancer; shall be entitled to reply to said certificate with respect to the matters therein set forth; such matter being conclusive as between the Association, Architectural Control Committee, Declarant, all owners and other interested persons such purchaser, mortgagee, or other encumbrancer.
- 3.13 Right to Waiver.** The Architectural Control Committee shall not have the right to waiver or vary any of the procedures or standards set forth herein at its discretion.

4. ARCHITECTURAL CONTROL COMMITTEE.

- 4.1 Architectural Control Committee Membership and Organization.** The Architectural Control Committee shall consist of five (5) members. Each of said persons shall hold his/her office until such time as he/she has resigned or been removed or his/her successor has been appointed as set forth herein or as set forth in the Declaration.
- 4.2 Appointment of Members.** The right from time to time to appoint and remove individual members of the Architectural Control Committee shall be reserved to and vested in the Mt. Saratoga Homeowners Association.
- 4.3 Resignation of Members.** Any member of the Architectural Control Committee may at any time resign from the Architectural Control Committee upon written notice delivered to Declarant or to the Homeowners Association, whichever then has the right to appoint and remove members.
- 4.4 Duties.** It shall be the duty of the Architectural Control Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to the Architectural Design Guidelines, to perform such other duties from time to time delegated to it by the Declaration or Homeowners Association.

- 4.5 Meetings.** The Architectural Control Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the Architectural Control Committee unless unanimous decision of its members is otherwise required by the Declaration or these Architectural Design Guidelines. The Architectural Control Committee shall keep and maintain a detailed record of all action taken at such meetings or otherwise.
- 4.6 Compensation.** Unless authorized by the landowners, the members of the Architectural Control Committee shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Architectural Control Committee functions or duties. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines, and approved by the Homeowners Association.
- 4.7 Amendment of Architectural Control Guidelines.** The Architectural Control Committee may not; adopt, amend, or repeal the rules and regulations of the Architectural Design Guidelines, but may appeal to the Homeowners Association for such changes. Each owner is responsible for obtaining from the Architectural Control Committee a copy of the most recently revised Architectural Design Guidelines.
- 4.8 Non-Liability.** Neither the Architectural Control Committee nor any member thereof shall be liable to landowners or other persons for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications, (c) the development or manner of development of any property or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without limiting the generality of the foregoing, the Architectural Control Committee, or any member thereof, may, but is not required to, consult with or hear any landowner or other person with respect to any plans, drawings or specifications, or any other proposal submitted to the Architectural Control Committee.
- 4.9 Non-Liability of the Architectural Control Committee and Declarant.** Neither the Architectural Control Committee, nor any member thereof, nor the Declarant or their respective successors or assigns shall be liable for damages to anyone submitting plans to them for approval, not to any owner or other person by reason of mistake in judgment, negligence or malfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the

Architectural Control Committee, any member thereof, or Declarant to recover damages. The Architectural Control Committee, any member thereof, or the Declarant shall not be deemed to represent or warrant that the owners' plans or specifications or the actual construction of a residence or other improvements comply with applicable governmental ordinances and building codes. This shall be the sole responsibility of the owner or other person submitting plans to the Architectural Control Committee or performing any construction to comply therewith.

- 4.10 Enforcement.** These Architectural Design Guidelines may be enforceable by the Architectural Design Committee or Declarant as provided herein or as is provided in the Declaration.

5. CONSTRUCTION REGULATIONS

In order to assure that the natural landscape of each land parcel is not duly damaged during any construction activities, the following construction regulations shall be enforced during the construction periods. These regulations shall be made part of the construction contract document specifications for each residence or other improvements on the land parcel. All builders, owners and other persons shall be bound by these regulations and all City of Saratoga Springs building regulations. Any violation by a builder shall be deemed to be a violation by the owner of the land.

- 5.1 Pre-Construction Conference.** Prior to commencing construction, the builder should meet with a representative of the Architectural Control Committee to review construction procedures and coordinate his proposed activities.
- 5.2 Occupational Safety and Health Compliance (OSHA).** All applicable OSHA regulations and guidelines must be strictly observed at all times. Neither the Architectural Control Committee nor the Declarant shall be liable for adherence to this requirement.
- 5.3 Contractor's License.** All contractors and subcontractors must possess a valid Utah Contractor's License.
- 5.4 Driver's License.** All equipment operators must possess all appropriate State licenses.
- 5.5 Liability Insurance.** Contractors must submit proof of GENERAL LIABILITY INSURANCE in force. Contractors must be insured for a minimum of \$250,000 for property damage and \$1,000,000 for personal liability.
- 5.6 Working Hours.** Builders must control employees work hours. Employees may be on the Development property during working hours as approved by the Architectural Control Committee.

- 5.7 Contractor Personnel.** A current list of all general contractors must be maintained and delivered to the Architectural Control Committee.
- 5.8 Motor Vehicle Insurance.** All contractors must submit, upon request by the Architectural Control Committee, a certificate of insurance on any vehicles being driven within the Project.
- 5.9 Construction Trailers, Portable Field Offices, Etc.** Any owner or builder who desires to bring a construction trailer, field office or the like to the site shall first apply for and obtain written approval from the Architectural Control Committee. The Architectural Control Committee will work closely with the owner or builder to determine the best possible location therefore. Such temporary structures shall be located only in a location approved by the Architectural Control Committee and shall be removed upon substantial completion of construction of the residence for which it was placed.
- 5.10 Debris and Trash Removal.** Owners and builders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site at least once a week to an approved landfill. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the site or anywhere on Project.
- 5.11 Sanitary Facilities.** Each owner and builder shall be responsible for providing adequate sanitary facilities for their construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the construction site itself or in the areas approved by the Architectural Control Committee.
- 5.12 Vehicles and Parking Areas.** Construction crews will not park on, or otherwise use, other land parcels or any open space. The Architectural Control Committee shall have the right to remove any vehicle or machinery parked in areas they deem inappropriate and order the ceasing of parking where deemed necessary.
- 5.13 Conservation of Landscaping Materials.** Owners and builders are advised of the fact that some land parcels and open spaces contain valuable trees, native plants and other landscaping materials that should be absolutely protected during construction, including topsoil, rock outcropping, boulders, and plant materials. Any trees or branches removed during construction must be promptly cleaned upon and removed within one week from the construction site.
- 5.14 Excavated Materials.** Excess excavation materials must be hauled away from the property by the person responsible therefore, unless otherwise designated by the Architectural Control Committee.
- 5.15 Blasting.** If any blasting is to occur, the Architectural Control Committee must be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures including protective actions, have been taken prior to blasting. No blasting or impact digging causing

seismic vibrations may be undertaken without the approval of the Architectural Control Committee. Governmental regulations must also be complied with, which may prohibit any blasting activity.

5.16 Restoration or Repair of Other Property Damaged. Damage and scarring to other property, including, but not limited to; trees, open space, other land parcels, roads, driveways, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person responsible for the damage or the owner of the land parcel. Upon completion of construction, each owner and builder shall clean his construction site and repair all property which was damaged, including, but not limited to; restoring grades, planting trees (as approved or required by the Architectural Control Committee), repair streets, driveways, pathways, drain, culverts, ditches, signs, lights, and fencing.

5.17 Miscellaneous and General Practices. All owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors and sub-contractors. The following practices are expressly prohibited during construction or at any time:

- a. Changing oil of any vehicle or equipment on the land parcel itself or other than at a location designated for that purpose by the Architectural Control Committee.
- b. Allowing concrete suppliers and contractors to clean their equipment other than at locations designated for that purpose by the Architectural Control Committee.
- c. Removing any rocks, plant material, items from any property of others.
- d. No discharging of firearms on the land parcels will be allowed at any time.
- e. Using disposal methods or units other than those approved by the Architectural Control Committee.
- f. Careless disposal of cigarettes and flammable material.
- g. Careless treatment or removal of any indigenous plant material not previously approved by the Architectural Control Guidelines.
- h. No pets will be allowed to roam at will throughout the Project. In the event of any violation hereof, the Architectural Control Committee, the land parcel owners or Declarant shall have the right to contact authorities to impound the pets or to take such other action as may be permitted by the law, the Guidelines or the Declaration.

- 5.18 Construction Area Plan.** Prior to the commencement of any construction activity on a site, the owner and builder shall plan as to the manner in which the area will be protected from the damage and the areas to which all construction will be confined.
- 5.19 Construction Access.** The only approved construction access during the time a residence or other improvements are being built will be over the approved driveway for the site unless the Architectural Control Committee approves an alternative access point.
- 5.20 Dust and Noise.** The contractor shall be responsible for controlling the dust and noise from the construction site, including the volume of radios and tape/CD players.
- 5.21 Signage.** Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area.
- 5.22 Maximum Operation.** Maximum working hours on each construction site shall be between 6:00 A.M. in the morning and 9:30 P.M. in the evening.

6. DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in these Architectural Design Guidelines shall have the following specific meanings. Terms used herein that are defined in the Declaration shall have the meanings specified therein.

- 6.1 Architect.** A person licensed to practice architecture in the state of Utah.
- 6.2 Landscape Architect.** A person with the appropriate training and experience to qualify as a professional and be licensed where required.
- 6.3 Contractor (Builder).** The owner, or a person or entity engaged by an owner, licensed to do the work, and approved by the Architectural Control Committee for the purpose of constructing any improvement within the Project.
- 6.4 Cluster.** A group of two or more lots into one lot.
- 6.5 Declaration.** The Declaration of Covenants, Conditions, and Restrictions for the Project, as amended from time to time.
- 6.6 Architectural Control Committee.** Pursuant to the Declarations, review proposals for the project. The Committee establishes and approves all designs.

- 6.7 Architectural Design Guidelines (sometimes referred to herein as Guidelines).** The restrictions, review procedures, and construction regulations adopted and enforced by the Architectural Control Committee as set forth and as amended from time to time by the Architectural Control Committee.
- 6.8 Development Guide.** The approved Project Master Plan including the recorded plats and site data sheets, copies of which will be on the file with the Architectural Control Committee, and all of which are incorporated herein by reference.
- 6.9 Estate Land Parcels.** Those land parcels designated as such by the Architectural Control Committee for extra large homes.
- 6.10 Excavation.** Any disturbance of the surface of the land (except to the extent reasonably necessary for planting approved vegetation), including any trenching which results in the removal of earth, rock, or other substance from a depth of more than 12 inches below the natural surface of the land, or any grading of the surface.
- 6.11 Fill.** Any addition of earth, rock or other materials to the surface of the land, which increases the natural elevation of such surfaces.
- 6.12 Improvement.** Any changes, alteration or additions to a land parcel, including any excavation, fill, residence or buildings, roads, driveways, parking areas, walls, retaining walls, stairs, patios, courtyards, hedges, poles, signs, and any structure or other improvement of any type or kind.
- 6.13 Lot.** A subdivided land parcel or other building area shown on the master plan.
- 6.14 Natural Area.** That portion of the manual environment, which must remain undisturbed.
- 6.15 Owner.** The owner of a land parcel. For the purposes herein, the owner may act through such owner's agent, provided that such agent is authorized in writing to act in such capacity.
- 6.16 Private Area.** That part of a land parcel, which is owned by private parties but adjacent to public areas.
- 6.17 Residence.** The building or buildings, including any garage or accessory building, used for residential purposes constructed on a land parcel, and any improvements constructed in connection therewith.
- 6.18 Site Data Sheet.** A scaled base plan drawing of each land parcel delineating the placement of all structures and landscaping.
- 6.19 Structure.** Anything constructed or erected on a land parcel delineating the placement of all structures and landscaping.

- 6.20 Transition Area.** That part which is between a Natural Area and Private Area.
- 6.21 Visible from Neighboring Property.** An object or activity on a land parcel which is or would be in line of sight originating from any point six feet above any other property, including other land parcels assuming that such other property has an elevation equal to the highest elevation of the ground surface of that portion of the land parcel upon which such object or activity is located.

7. APPROVAL CHECKLIST

() Construction Regulations

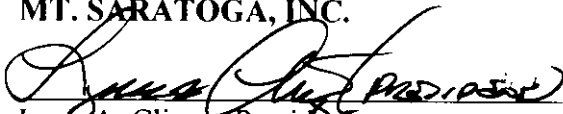
- a. All builders must meet with a representative of the Architectural Control Committee prior to commencement of construction.
- b. Approval from the Architectural Control Committee must be obtained prior to bringing in any temporary field construction offices.
- c. A plan must be submitted to and approved by the Architectural Control Committee showing how the natural area will be protected during construction, including the location of construction material storage, type of excavation, drive areas, temporary structures, storage materials, utility trenches, and construction signs.

() Certificate of Occupancy

- a. Issued by the City of Saratoga Springs upon completion of construction and required inspections.
- b. A copy of the Certificate of Occupancy must be presented to the Architectural Control Committee prior to occupying any dwelling.
- c. A final inspection and release from the Architectural Control Committee prior to occupying any dwelling.

Executed this 23 day of January, 2004.

MT. SARATOGA, INC.


Lynn A. Clingo, President

STATE OF UTAH }
 } SS
CITY OF SARATOGA SPRINGS }

On this 23 day of January, 2004, personally appeared before me the President of Mt. Saratoga, Inc., the signer of the above instrument, who duly acknowledged to me that he executed the same.

Scott David Shurtliff
Notary Public
Residing at: 282 W. Riverbend Lane, Suite 350
Provo, UT 84604

My Commission Expires: 7/8/2006



ATTACHMENT NO. 1

ADDITIONAL DESIGN GUIDELINES

The Mt. Saratoga Project is based on the concept that each major subdivision or village is designed architecturally into twelve themes:

1. French Provincial
2. French Country
3. English Victorian
4. English Tudor/Manor
5. American Classic (Colonial, Georgian, Regency, or Federal)
6. Italian
7. Tuscan
8. Cape Cod
9. Country Cottages
10. California Rustic
11. American Custom
12. Scandinavian

The following twelve pages give the distinctive characteristics of each home style or design. The Architectural Design Committee shall insure that these characteristics are present in the respective home designs. As not all of the individual characteristics are necessary to create each distinctive and authentic style, the Architectural Design Committee has the option of waiving some minor characteristics as long as the final design creates the authentic style desired.

STYLE OF HOUSE – FRENCH PROVINCIAL

1. OVERALL SHAPE OF HOUSE

Multi-story
Complicated/Asymmetrical

2. ROOF FEATURES AND MATERIALS

Mansard or Hipped
Round Towers
Flared Eaves
Slate or Tile

3. EXTERIOR MATERIALS AND FEATURES

Stone (“European Castle stone” or equivalent for precision cut,
groutless appearance)
Stucco
Quoins

4. DOOR AND WINDOW TYPES AND MATERIALS

Oriel
Multi-pane
Curved Tops on Upper Floor Windows
Rectangular Doors set in Arched Openings

5. OTHER SPECIFIC DETAILS

Upper and lower wrought iron railings
Stucco Chimneys
Cast Concrete Balcony and Porch Balustrades

6. EXTERIOR COLORS

Neutral, Earth-drawn

7. TRIM COLORS

Contrasting with Exterior Color

STYLE OF HOUSE – FRENCH COUNTRY

1. OVERALL SHAPE OF HOUSE

Single or Multi-story

2. ROOF FEATURES AND MATERIALS

8/12 Pitch

Slate

Dormers

Hips or Gables

3. EXTERIOR MATERIALS AND FEATURES

Stucco/Stone Mix

4. DOOR AND WINDOW TYPES AND MATERIALS

Floor to Ceiling Doors and Windows

Divided Light

Cast Concrete Trim

5. OTHER SPECIFIC DETAILS

Arched Doorways

Round Tower at Entry

Stucco Chimneys

Cast Concrete Balustrades and Columns

6. EXTERIOR COLORS

Neutral Earth-drawn

7. TRIM COLORS

Contrasting with Exterior Colors

1. OVERALL SHAPE OF HOUSE

Multi-level
Complicated/Asymmetrical

2. ROOF FEATURES AND MATERIALS

12/12 Pitch
Cedar Shingles
Hipped
Round Towers
Steep-cross Gables

3. EXTERIOR MATERIALS AND FEATURES

Patterned Wood Shingles
Cement Slat Siding
Half-timbering
Victorian Side-shingles
“Country” or Drystack Ledge stone or equivalent

4. DOOR AND WINDOW TYPES AND MATERIALS

Multi-pane, Round or Elliptical
Palladian
Fanlights
Long Vertical Windows

5. OTHER SPECIFIC DETAILS

Turned Spindles
Round, Fluted Columns
Large, Usable Porches, Projecting Wings
Coquettish Detailing
Brick Chimneys (Several), with Decorative Chimney Pots

6. EXTERIOR COLORS

Earth-drawn

7. TRIM COLORS

Contrasting with Exterior Colors

1. OVERALL SHAPE OF HOUSE

Multi-level

2. ROOF FEATURES AND MATERIALS

Steep Pitch
Cedar Shingles
Half-timbering at Gables
Pitched-Cross Gables

3. EXTERIOR MATERIALS AND FEATURES

Patterned Brick
Stucco
Tudor Half-timbers
“Cobblefield” or equivalent Cut Stone

4. DOOR AND WINDOW TYPES AND MATERIALS

Casement
Diamond-panes (Multi)
Oriel
Bay Windows
Rounded Doorways

5. OTHER SPECIFIC DETAILS

Large Stone or Brick Chimneys (2 or more)
Dormers

6. EXTERIOR COLORS

Neutral Soft Colors

7. TRIM COLORS

Same as Exterior Color

STYLE OF HOUSE – AMERICAN CLASSIC (Colonial, Georgian, Regency, Federal)

1. OVERALL SHAPE OF HOUSE

Multi-level
Rectangular/Symmetrical

2. ROOF FEATURES AND MATERIALS

Hipped or Gable
6/12 to 8/12 Pitch
Arch 70, Wood Shingle or Slate

3. EXTERIOR MATERIALS AND FEATURES

Brick
Stucco
Fanlights with abbreviated Windows

4. DOOR AND WINDOW TYPES AND MATERIALS

Palladian
Round or Elliptical
Divided Light
Wood Casement

5. OTHER SPECIFIC DETAILS

Dental Moldings
Gingerbread Molding Pieces
Shutters
Round, Fluted Columns
Second-story Porch
Veranda
Classical Ornamentation around Cornices
Dormers
Stucco or Brick Chimneys (2 or more)

6. EXTERIOR COLORS

Light Pastels

7. TRIM COLORS

Same as Exterior Color

1. OVERALL SHAPE OF HOUSE

Multi-level

2. ROOF FEATURES AND MATERIALS

6/12 Pitch
Clay Tile
24" Overhangs
Flat Eaves
Hipped

3. EXTERIOR MATERIALS AND FEATURES

Stucco
Cast Porch Balusters at Ground Floor

4. DOOR AND WINDOW TYPES AND MATERIALS

Symmetrical Bay Windows in Front
Tall Narrow Windows
Wood Shutters

5. OTHER SPECIFIC DETAILS

Small Stucco Chimneys set in Irregular Locations
Curved Exterior Walls
Square Columns with Flat abbreviated Arches
Wrought Iron at Porches and Windows
Tile Roofs over Chimneys

6. EXTERIOR COLORS

Earth Tones (Lighter)

7. TRIM COLORS

Contrasting with Exterior Color

1. OVERALL SHAPE OF HOUSE

Multi-level

2. ROOF FEATURES AND MATERIALS

6/12 Pitch

Clay Tile

12” Wood-framed Overhangs

Hips and Gables

3. EXTERIOR MATERIALS AND FEATURES

Extensive use of “Old Country Fieldstone” or equivalent
Some Stucco

4. DOOR AND WINDOW TYPES AND MATERIALS

Divided Light Windows

“Flat Curved” or Square

Surround Windows with Cultured Stone Trim or Lintels

5. OTHER SPECIFIC DETAILS

Stucco or Stone Chimneys

Round Columns at Entry

Full Arches

Flat-beamed Ceilings

6. EXTERIOR COLORS

Earth Tones (Darker)

7. TRIM COLORS

Contrasting with Exterior Color

1. OVERALL SHAPE OF HOUSE

Single or Multi-level

2. ROOF FEATURES AND MATERIALS

Gabled, No Hips
12/12 Pitch
Towers (Optional)
Wood Shingle
Slate

3. EXTERIOR MATERIALS AND FEATURES

Cement Slat (Clapboard like) Siding
Cobble Stones
Wood Shingle Siding

4. DOOR AND WINDOW TYPES AND MATERIALS

Multi-pane or Single
Trim around Windows

5. OTHER SPECIFIC DETAILS

Spacious Porches
Simple Columns
Shutters
Plain Features (Little Ornamentation)
Widows-walk at Second Story or Roof
Cement Lap Siding or Cobble Stone Chimneys

6. EXTERIOR COLORS

Light Pastels

7. TRIM COLORS

Contrasting with Exterior Color

STYLE OF HOUSE – COUNTRY COTTAGES

1. OVERALL SHAPE OF HOUSE

Single or Multi-level

2. ROOF FEATURES AND MATERIALS

8/12 Pitch
Slate or Shake
12" Overhangs
Gable Ends
Eaves

3. EXTERIOR MATERIALS AND FEATURES

Rock
Stucco
Wood
Cement Lap Siding

4. DOOR AND WINDOW TYPES AND MATERIALS

Square Windows, Single-hung
1" x 4" Trim around Windows
Shutters (Optional)

5. OTHER SPECIFIC DETAILS

Covered Porch with Square Columns (Optional)
Curved Vents and Gables
Cement Lap Siding or Stone/Rock Chimney(s)

6. EXTERIOR COLORS

Light Pastels or Earth Tones

7. TRIM COLORS

Contrasting with Exterior Color

STYLE OF HOUSE – CALIFORNIA RUSTIC

1. OVERALL SHAPE OF HOUSE

Single Level or Single and ½ Level

2. ROOF FEATURES AND MATERIALS

6/12 Pitch (Maximum)
Clay Tile or Wood Shake
24” Overhangs
Wood Eaves
Gable Ends

3. EXTERIOR MATERIALS AND FEATURES

Stucco
Wood (Hewn)
Lintels

4. DOOR AND WINDOW TYPES AND MATERIALS

Single-pane Wood Windows
Windows and Doors inset with no trim
Wood Lintels over Windows and Doors

5. OTHER SPECIFIC DETAILS

Square or Trapezoid Porch Supports
Porches with Wood Posts and Beams
Little or no Ornamentation
Flat-beamed Ceilings
Interior Courtyards (Optional)
Stucco or Rock Chimney(s)

6. EXTERIOR COLORS

Earth Tones

7. TRIM COLORS

Wood Beams/Lintels Contrasting with Exterior Color

1. OVERALL SHAPE OF HOUSE

Single Level, Single and ½ Level, or Multi-level

2. ROOF FEATURES AND MATERIALS

6/12 to 8/12 Pitch

Hips or Gables

24" Eaves (Wood or Vinyl)

Concrete, Tile, Slate, or Shake

3. EXTERIOR MATERIALS AND FEATURES

Stucco and "Drystack LedgeStone" or Brick

All Brick

Rock and Stucco

4. DOOR AND WINDOW TYPES AND MATERIALS

Wood Windows

Divided Light

Some Circle-top Windows

5. OTHER SPECIFIC DETAILS

Concrete Columns with Arches

Shutters (Optional)

Cast Concrete Trim

Stucco, Brick, or Rock Chimney(s)

Vaulted Ceilings

Soaring Entries

6. EXTERIOR COLORS

Natural Colors

7. TRIM COLORS

Contrasting with Exterior Color

STYLE OF HOUSE – SCANDINAVIAN

1. OVERALL SHAPE OF HOUSE

2 or 3 Story
2nd Story Canter leaver over 1st Story

2. ROOF FEATURES AND MATERIALS

12/12 Pitch
Dormers
Adorned Gable, no Hips

3. EXTERNAL MATERIALS AND FEATURES

Wood or Concrete Lap Siding
Shutters

4. DOOR AND WINDOW TYPES AND MATERIALS

Wood Casement
Single-pane
Small Windows (many)
Wood Trim

5. OTHER SPECIFIC DETAILS

Covered Entries
Concrete Lap Siding or Rock Chimney(s)
High Flat Ceilings

6. EXTERNAL COLORS

Neutral Colors

7. TRIM COLORS

Bright Colors Contrasting with External Color

Exhibit D-1
Water Rights

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MASTER DEVELOPMENT PLAN AGREEMENT
FOR
MT. SARATOGA PROJECT

1. Developer will acquire and convey to the City of Saratoga Springs water rights for culinary and secondary water service for development of Developers Property. Unless the water rights to be conveyed to the City have appropriate approved points of diversions, place of use and use, Developer will file a change application to change the point(s) of diversion to a City and the water right shall be approved for municipal or domestic use within the City.
2. The City will not accept assignment of the water rights for development of Developer's land until the City and its Staff have reviewed and approved the water right.
3. The water rights required for each phase, shall be ~~assigned~~ to the City before the subdivision plat for said phase may be recorded. *decided*

Exhibit D-2
Water Facilities

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
MT. SARATOGA PROJECT

1. Culinary water service will be provided to Developer's Land from facilities being acquired by the City. However, if the City is unable to complete the acquisition of the needed water facilities in a timely manner, Developer may need to acquire water facilities capacities from Lake Mountain Mutual Water Company for its development. In either event, Developer will likely be required to help construct water lines and other off site water facilities to provide culinary water service to Developer's land.

2. Developer shall build or acquire and convey to the City facilities capable of providing secondary water service to its development. If the City builds or acquires facilities capable of providing secondary water to Developer's Land, the City may make those facilities available to Developer on a mutually agreeable basis.

3. The capacities required for culinary and secondary water service will be conveyed to the City prior to recordation of a subdivision plat.

Exhibit E-1

Sewer

On site sewer lines will be installed by Developer as development progresses.

Developer will install all off site sewer lines necessary to connect its development to the existing sewer line at 400 North (7600 North County) and Foothill Boulevard (800 West).

Exhibit E-2

Storm Water

Storm water will be detained on the development and will be released from the development at a maximum rate equal to the lesser of the historical rate or the rate allowed by the City's standards.

2004044

Exhibit E-3

Roads

The Glen E Smith Parkway that connects the development to SR 73 will be built and dedicated to the City in connection with the first development phase. Improvements to SR 73 at the intersection with the Glen E Smith Parkway will be built according to the State and City standards and requirements.

The road connecting the development to Evans Lane will be built and dedicated to the City before the 200th lot in the development is recorded.

Developer will be required to improve the Pony Express Way to City standards from the point of access from Phase 2 of the development to Foothill Boulevard (800 West) at the start of Phase 2 of the development.

Exhibit E-4

Parks and Open Space

The Community Center will be improved by the Developer and conveyed to the home owners Association which will own and operate the same. All other parks and open space will be improved by the Developer and dedicated to the City. All improvements to parks and open space will be bonded for with the other public improvements.

2004046

Exhibit F

Capacity Reservations

None.

2004047

Exhibit G

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Impact Fee Credits

Developer will not receive any impact fee credits.

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