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**APR 22 2005**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/22/2005 09:52 AM  
FEE \$64.00 Pgs: 6

**NOTICE OF WARNING**  
**BUILDING SEWER STANDARDS WAIVER** DEP RT REC'D FOR SOUTH DAVIS SEWER DISTRICT

This Agreement is entered into effective this 20<sup>th</sup> day of April, 2005, by and between the **SOUTH DAVIS SEWER DISTRICT** ("District") and **PORTOLA DEVELOPMENT UTAH, L.C.**, a Utah Limited Liability Company ("Owner"), and the heirs, successors and assigns of Owner.

The parties covenant and agree as follows:

1. This Agreement covers all Buildings and all Units located within the development known as **COVENTRY AT FOXBORO PHASES 13, 14, 15, 16 and 17, Condominium Developments**, according to the Official Plats thereof recorded in the office of the Recorder of Davis County, Utah, more particularly described in attached Exhibit "A" which is incorporated herein by this reference (the "Parcel"). Owner represents and warrants that Owner is the fee title and beneficial owner of Parcel in its entirety. This Agreement amends only the legal descriptions on Pages 6 and 7 of the prior Agreement dated 17 March 2005, recorded in the office of the Recorder of Davis County, Utah, Entry 2059742 Book 3748 Pages 508-514. The legal descriptions on Pages 6 and 7 of the previous document contained correct tax serial numbers, but the incorrect Building Numbers and Street Addresses on Phases 13, 14, 15, 16 and 17. This document corrects this information.

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

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

resulting directly or indirectly from sanitary sewer overflows relating to the use of one or more common building and/or living unit sewer laterals serving the Parcel.

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

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

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

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

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

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

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

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

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

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

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

**PORTOLA DEVELOPMENT UTAH, L.C.,  
A Utah Limited Liability Company**

**By Its Manager:  
WOODSIDE HOMES CORP  
a Utah Corporation**

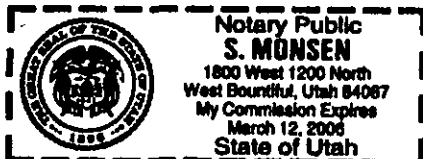
**SOUTH DAVIS SEWER DISTRICT**

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

By: *Gregory F. Warg*  
Gregory F. Warg,  
Vice-President

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

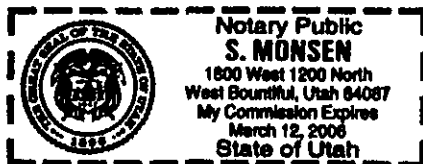
On the 20<sup>th</sup> day of April, 2005, personally appeared before me DAL D. WAYMENT who, being by me duly sworn, did say that he is the General Manager of the SOUTH DAVIS SEWER DISTRICT and that the foregoing instrument was signed on behalf of the South Davis Sewer District.



*S. Monsen*  
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Notary Public

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

On the 20<sup>th</sup> day of April, 2005, personally appeared before me GREGORY F. WARG, who being by me duly sworn did say that he is the Vice-President of WOODSIDE HOMES CORPORATION, which corporation is the manager of PORTOLA DEVELOPMENT UTAH, L.C., a Utah Limited Liability Company, the entity that executed the foregoing instrument, and said instrument was signed by him by authority of its by-laws (or by authority of a resolution of its board of directors as the case may be) on behalf of said corporation in its capacity of manager of said limited liability company.



*S. Monsen*  
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Notary Public

## EXHIBIT "A"

## LEGAL DESCRIPTION

**COVENTRY AT FOXBORO PHASES 13 - 17**

Located in the Northwest Quarter of Section 3, T1N, R1W, SLB&M.,  
According to the official plats on file with the Davis County Recorder.

**COVENTRY AT FOXBORO PHASE 13, A Condominium Development**

<b>Building 206, Unit A</b>	<b>192 Birmingham Lane, North Salt Lake</b>	<b>01-342-0001</b>
<b>Building 206, Unit B</b>	<b>194 Birmingham Lane, North Salt Lake</b>	<b>01-342-0002</b>
<b>Building 206, Unit C</b>	<b>198 Birmingham Lane, North Salt Lake</b>	<b>01-342-0003</b>
<b>Building 207, Unit A</b>	<b>202 Birmingham Lane, North Salt Lake</b>	<b>01-342-0004</b>
<b>Building 207, Unit B</b>	<b>204 Birmingham Lane, North Salt Lake</b>	<b>01-342-0005</b>
<b>Building 207, Unit C</b>	<b>208 Birmingham Lane, North Salt Lake</b>	<b>01-342-0006</b>
<b>Building 220, Unit A</b>	<b>199 Birmingham Lane, North Salt Lake</b>	<b>01-342-0007</b>
<b>Building 220, Unit B</b>	<b>197 Birmingham Lane, North Salt Lake</b>	<b>01-342-0008</b>
<b>Building 220, Unit C</b>	<b>193 Birmingham Lane, North Salt Lake</b>	<b>01-342-0009</b>

**COVENTRY AT FOXBORO PHASE 14, A Condominium Development**

<b>Building 208, Unit A</b>	<b>212 Birmingham Lane, North Salt Lake</b>	<b>01-343-0001</b>
<b>Building 208, Unit B</b>	<b>214 Birmingham Lane, North Salt Lake</b>	<b>01-343-0002</b>
<b>Building 208, Unit C</b>	<b>218 Birmingham Lane, North Salt Lake</b>	<b>01-343-0003</b>
<b>Building 218, Unit A</b>	<b>219 Birmingham Lane, North Salt Lake</b>	<b>01-343-0004</b>
<b>Building 218, Unit B</b>	<b>217 Birmingham Lane, North Salt Lake</b>	<b>01-343-0005</b>
<b>Building 218, Unit C</b>	<b>213 Birmingham Lane, North Salt Lake</b>	<b>01-343-0006</b>
<b>Building 219, Unit A</b>	<b>209 Birmingham Lane, North Salt Lake</b>	<b>01-343-0007</b>
<b>Building 219, Unit B</b>	<b>207 Birmingham Lane, North Salt Lake</b>	<b>01-343-0008</b>
<b>Building 219, Unit C</b>	<b>203 Birmingham Lane, North Salt Lake</b>	<b>01-343-0009</b>

**COVENTRY AT FOXBORO PHASE 15, A Condominium Development**

<b>Building 209, Unit A</b>	<b>222 Birmingham Lane, North Salt Lake</b>	<b>01-344-0001</b>
<b>Building 209, Unit B</b>	<b>224 Birmingham Lane, North Salt Lake</b>	<b>01-344-0002</b>
<b>Building 209, Unit C</b>	<b>228 Birmingham Lane, North Salt Lake</b>	<b>01-344-0003</b>
<b>Building 216, Unit A</b>	<b>239 Birmingham Lane, North Salt Lake</b>	<b>01-344-0004</b>
<b>Building 216, Unit B</b>	<b>237 Birmingham Lane, North Salt Lake</b>	<b>01-344-0005</b>
<b>Building 216, Unit C</b>	<b>233 Birmingham Lane, North Salt Lake</b>	<b>01-344-0006</b>
<b>Building 217, Unit A</b>	<b>229 Birmingham Lane, North Salt Lake</b>	<b>01-344-0007</b>
<b>Building 217, Unit B</b>	<b>227 Birmingham Lane, North Salt Lake</b>	<b>01-344-0008</b>
<b>Building 217, Unit C</b>	<b>223 Birmingham Lane, North Salt Lake</b>	<b>01-344-0009</b>

**COVENTRY AT FOXBORO PHASE 16, A Condominium Development**

<b>Building 210, Unit A</b>	<b>232 Birmingham Lane, North Salt Lake</b>	<b>01-345-0001</b>
<b>Building 210, Unit B</b>	<b>234 Birmingham Lane, North Salt Lake</b>	<b>01-345-0002</b>
<b>Building 210, Unit C</b>	<b>238 Birmingham Lane, North Salt Lake</b>	<b>01-345-0003</b>
<b>Building 211, Unit A</b>	<b>242 Birmingham Lane, North Salt Lake</b>	<b>01-345-0004</b>
<b>Building 211, Unit B</b>	<b>244 Birmingham Lane, North Salt Lake</b>	<b>01-345-0005</b>
<b>Building 211, Unit C</b>	<b>248 Birmingham Lane, North Salt Lake</b>	<b>01-345-0006</b>
<b>Building 215, Unit A</b>	<b>249 Birmingham Lane, North Salt Lake</b>	<b>01-345-0007</b>
<b>Building 215, Unit B</b>	<b>247 Birmingham Lane, North Salt Lake</b>	<b>01-345-0008</b>
<b>Building 215, Unit C</b>	<b>243 Birmingham Lane, North Salt Lake</b>	<b>01-345-0009</b>

**COVENTRY AT FOXBORO PHASE 17, A Condominium Development**

<b>Building 212, Unit A</b>	<b>252 Birmingham Lane, North Salt Lake</b>	<b>01-339-0001</b>
<b>Building 212, Unit B</b>	<b>254 Birmingham Lane, North Salt Lake</b>	<b>01-339-0002</b>
<b>Building 212, Unit C</b>	<b>258 Birmingham Lane, North Salt Lake</b>	<b>01-339-0003</b>
<b>Building 213, Unit A</b>	<b>262 Birmingham Lane, North Salt Lake</b>	<b>01-339-0004</b>
<b>Building 213, Unit B</b>	<b>264 Birmingham Lane, North Salt Lake</b>	<b>01-339-0005</b>
<b>Building 213, Unit C</b>	<b>268 Birmingham Lane, North Salt Lake</b>	<b>01-339-0006</b>
<b>Building 214, Unit A</b>	<b>259 Birmingham Lane, North Salt Lake</b>	<b>01-339-0007</b>
<b>Building 214, Unit B</b>	<b>257 Birmingham Lane, North Salt Lake</b>	<b>01-339-0008</b>
<b>Building 214, Unit C</b>	<b>253 Birmingham Lane, North Salt Lake</b>	<b>01-339-0009</b>