

RETURNED

DEC 09 2005

Parcel #'s  
shown on pgs  
5 thru 9NOTICE OF WARNING  
BUILDING SEWER STANDARDS WAIVERE 2129304 B 3928 P 785-793  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/09/2005 03:03 PM  
FEE \$151.00 Pgs: 9  
DEPT REC'D FOR SOUTH DAVIS SEWER

This Agreement is entered into effective this 9th day of December, 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 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, Condominium Projects**, 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.

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.

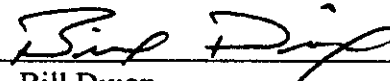
This Agreement is executed effective as of the date set forth above.

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

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

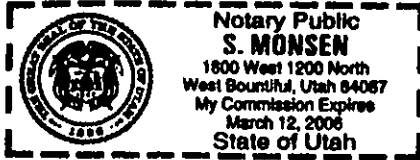
**SOUTH DAVIS SEWER DISTRICT**

By:   
Dal D. Wayment,  
General Manager

By:   
Bill Dixon,  
Vice-President of Construction

STATE OF UTAH )  
 )  
 :ss.  
 )  
COUNTY OF DAVIS )

On the 9th day of December, 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.

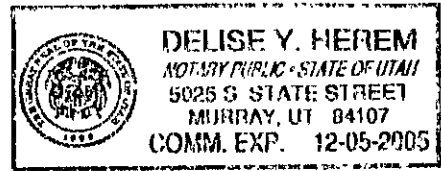


*S. Monsen*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
 :ss.  
 )  
COUNTY OF DAVIS )

On the 21st day of November, 2005, personally appeared before me BILL DIXON, who being by me duly sworn did say that he is a 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.

*Delise Y. Herem*  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"****LEGAL DESCRIPTION****COVENTRY AT FOXBORO PHASES 18 - 31**

Located in Section 3, T1N, R1W, SLB&amp;M.,

According to the official plats on file with the Davis County Recorder.

**COVENTRY AT FOXBORO PHASE 18, A Condominium Project**

<b>Building 306, Unit A</b>	<b>502 Walton, North Salt Lake</b>	<b>01-362-0001</b>
<b>Building 306, Unit B</b>	<b>504 Walton, North Salt Lake</b>	<b>01-362-0002</b>
<b>Building 306, Unit C</b>	<b>506 Walton, North Salt Lake</b>	<b>01-362-0003</b>
<b>Building 307, Unit A</b>	<b>512 Walton, North Salt Lake</b>	<b>01-362-0004</b>
<b>Building 307, Unit B</b>	<b>514 Walton, North Salt Lake</b>	<b>01-362-0005</b>
<b>Building 307, Unit C</b>	<b>518 Walton, North Salt Lake</b>	<b>01-362-0006</b>
<b>Building 308, Unit A</b>	<b>522 Walton, North Salt Lake</b>	<b>01-362-0007</b>
<b>Building 308, Unit B</b>	<b>524 Walton, North Salt Lake</b>	<b>01-362-0008</b>
<b>Building 308, Unit C</b>	<b>528 Walton, North Salt Lake</b>	<b>01-362-0009</b>

**COVENTRY AT FOXBORO PHASE 19, A Condominium Project**

<b>Building 309, Unit A</b>	<b>532 Walton, North Salt Lake</b>	<b>01-363-0001</b>
<b>Building 309, Unit B</b>	<b>534 Walton, North Salt Lake</b>	<b>01-363-0002</b>
<b>Building 309, Unit C</b>	<b>538 Walton, North Salt Lake</b>	<b>01-363-0003</b>
<b>Building 310, Unit A</b>	<b>542 Walton, North Salt Lake</b>	<b>01-363-0004</b>
<b>Building 310, Unit B</b>	<b>544 Walton, North Salt Lake</b>	<b>01-363-0005</b>
<b>Building 310, Unit C</b>	<b>548 Walton, North Salt Lake</b>	<b>01-363-0006</b>
<b>Building 311, Unit A</b>	<b>552 Walton, North Salt Lake</b>	<b>01-363-0007</b>
<b>Building 311, Unit B</b>	<b>554 Walton, North Salt Lake</b>	<b>01-363-0008</b>
<b>Building 311, Unit C</b>	<b>558 Walton, North Salt Lake</b>	<b>01-363-0009</b>

**COVENTRY AT FOXBORO PHASE 20, A Condominium Project**

<b>Building 312, Unit A</b>	<b>562 Walton, North Salt Lake</b>	<b>01-364-0001</b>
<b>Building 312, Unit B</b>	<b>564 Walton, North Salt Lake</b>	<b>01-364-0002</b>
<b>Building 312, Unit C</b>	<b>568 Walton, North Salt Lake</b>	<b>01-364-0003</b>
<b>Building 313, Unit A</b>	<b>572 Walton, North Salt Lake</b>	<b>01-364-0004</b>
<b>Building 313, Unit B</b>	<b>574 Walton, North Salt Lake</b>	<b>01-364-0005</b>
<b>Building 313, Unit C</b>	<b>578 Walton, North Salt Lake</b>	<b>01-364-0006</b>
<b>Building 314, Unit A</b>	<b>602 Canterbury Lane, North Salt Lake</b>	<b>01-364-0007</b>
<b>Building 314, Unit B</b>	<b>604 Canterbury Lane, North Salt Lake</b>	<b>01-364-0008</b>
<b>Building 314, Unit C</b>	<b>608 Canterbury Lane, North Salt Lake</b>	<b>01-364-0009</b>

**COVENTRY AT FOXBORO PHASE 21, A Condominium Project**

<b>Building 315, Unit A</b>	<b>632 Canterbury Lane, North Salt Lake</b>	<b>01-365-0001</b>
<b>Building 315, Unit B</b>	<b>634 Canterbury Lane, North Salt Lake</b>	<b>01-365-0002</b>
<b>Building 315, Unit C</b>	<b>638 Canterbury Lane, North Salt Lake</b>	<b>01-365-0003</b>
<b>Building 318, Unit A</b>	<b>619 Canterbury Lane, North Salt Lake</b>	<b>01-365-0004</b>
<b>Building 318, Unit B</b>	<b>617 Canterbury Lane, North Salt Lake</b>	<b>01-365-0005</b>
<b>Building 318, Unit C</b>	<b>613 Canterbury Lane, North Salt Lake</b>	<b>01-365-0006</b>
<b>Building 319, Unit A</b>	<b>629 Canterbury Lane, North Salt Lake</b>	<b>01-365-0007</b>
<b>Building 319, Unit B</b>	<b>627 Canterbury Lane, North Salt Lake</b>	<b>01-365-0008</b>
<b>Building 319, Unit C</b>	<b>623 Canterbury Lane, North Salt Lake</b>	<b>01-365-0009</b>

**COVENTRY AT FOXBORO PHASE 22, A Condominium Project**

<b>Building 316, Unit A</b>	<b>652 Canterbury Lane, North Salt Lake</b>	<b>01-366-0001</b>
<b>Building 316, Unit B</b>	<b>654 Canterbury Lane, North Salt Lake</b>	<b>01-366-0002</b>
<b>Building 316, Unit C</b>	<b>658 Canterbury Lane, North Salt Lake</b>	<b>01-366-0003</b>
<b>Building 320, Unit A</b>	<b>649 Canterbury Lane, North Salt Lake</b>	<b>01-366-0004</b>
<b>Building 320, Unit B</b>	<b>647 Canterbury Lane, North Salt Lake</b>	<b>01-366-0005</b>
<b>Building 320, Unit C</b>	<b>643 Canterbury Lane, North Salt Lake</b>	<b>01-366-0006</b>
<b>Building 321, Unit A</b>	<b>669 Canterbury Lane, North Salt Lake</b>	<b>01-366-0007</b>
<b>Building 321, Unit B</b>	<b>667 Canterbury Lane, North Salt Lake</b>	<b>01-366-0008</b>
<b>Building 321, Unit C</b>	<b>663 Canterbury Lane, North Salt Lake</b>	<b>01-366-0009</b>

**COVENTRY AT FOXBORO PHASE 23, A Condominium Project**

<b>Building 317, Unit A</b>	<b>672 Canterbury Lane, North Salt Lake</b>	<b>01-367-0001</b>
<b>Building 317, Unit B</b>	<b>674 Canterbury Lane, North Salt Lake</b>	<b>01-367-0002</b>
<b>Building 317, Unit C</b>	<b>678 Canterbury Lane, North Salt Lake</b>	<b>01-367-0003</b>

<b>Building 322, Unit A</b>	<b>703 Buckingham Lane, North Salt Lake</b>	<b>01-367-0004</b>
<b>Building 322, Unit B</b>	<b>705 Buckingham Lane, North Salt Lake</b>	<b>01-367-0005</b>
<b>Building 322, Unit C</b>	<b>709 Buckingham Lane, North Salt Lake</b>	<b>01-367-0006</b>

<b>Building 323, Unit A</b>	<b>713 Buckingham Lane, North Salt Lake</b>	<b>01-367-0007</b>
<b>Building 323, Unit B</b>	<b>715 Buckingham Lane, North Salt Lake</b>	<b>01-367-0008</b>
<b>Building 323, Unit C</b>	<b>719 Buckingham Lane, North Salt Lake</b>	<b>01-367-0009</b>

**COVENTRY AT FOXBORO PHASE 24, A Condominium Project**

<b>Building 324, Unit A</b>	<b>723 Buckingham Lane, North Salt Lake</b>	<b>01-368-0001</b>
<b>Building 324, Unit B</b>	<b>725 Buckingham Lane, North Salt Lake</b>	<b>01-368-0002</b>
<b>Building 324, Unit C</b>	<b>729 Buckingham Lane, North Salt Lake</b>	<b>01-368-0003</b>

<b>Building 325, Unit A</b>	<b>733 Buckingham Lane, North Salt Lake</b>	<b>01-368-0004</b>
<b>Building 325, Unit B</b>	<b>735 Buckingham Lane, North Salt Lake</b>	<b>01-368-0005</b>
<b>Building 325, Unit C</b>	<b>739 Buckingham Lane, North Salt Lake</b>	<b>01-368-0006</b>

<b>Building 326, Unit A</b>	<b>743 Buckingham Lane, North Salt Lake</b>	<b>01-368-0007</b>
<b>Building 326, Unit B</b>	<b>745 Buckingham Lane, North Salt Lake</b>	<b>01-368-0008</b>
<b>Building 326, Unit C</b>	<b>749 Buckingham Lane, North Salt Lake</b>	<b>01-368-0009</b>

**COVENTRY AT FOXBORO PHASE 25, A Condominium Project**

<b>Building 327, Unit A</b>	<b>753 Buckingham Lane, North Salt Lake</b>	<b>01-369-0001</b>
<b>Building 327, Unit B</b>	<b>755 Buckingham Lane, North Salt Lake</b>	<b>01-369-0002</b>
<b>Building 327, Unit C</b>	<b>759 Buckingham Lane, North Salt Lake</b>	<b>01-369-0003</b>

<b>Building 335, Unit A</b>	<b>979 Chelsea Lane, North Salt Lake</b>	<b>01-369-0004</b>
<b>Building 335, Unit B</b>	<b>977 Chelsea Lane, North Salt Lake</b>	<b>01-369-0005</b>
<b>Building 335, Unit C</b>	<b>973 Chelsea Lane, North Salt Lake</b>	<b>01-369-0006</b>

<b>Building 339, Unit A</b>	<b>982 Chelsea Lane, North Salt Lake</b>	<b>01-369-0007</b>
<b>Building 339, Unit B</b>	<b>984 Chelsea Lane, North Salt Lake</b>	<b>01-369-0008</b>
<b>Building 339, Unit C</b>	<b>988 Chelsea Lane, North Salt Lake</b>	<b>01-369-0009</b>

**COVENTRY AT FOXBORO PHASE 26, A Condominium Project**

<b>Building 336, Unit A</b>	<b>959 Chelsea Lane, North Salt Lake</b>	<b>01-370-0001</b>
<b>Building 336, Unit B</b>	<b>957 Chelsea Lane, North Salt Lake</b>	<b>01-370-0002</b>
<b>Building 336, Unit C</b>	<b>953 Chelsea Lane, North Salt Lake</b>	<b>01-370-0003</b>
<b>Building 337, Unit A</b>	<b>939 Chelsea Lane, North Salt Lake</b>	<b>01-370-0004</b>
<b>Building 337, Unit B</b>	<b>937 Chelsea Lane, North Salt Lake</b>	<b>01-370-0005</b>
<b>Building 337, Unit C</b>	<b>933 Chelsea Lane, North Salt Lake</b>	<b>01-370-0006</b>
<b>Building 340, Unit A</b>	<b>962 Chelsea Lane, North Salt Lake</b>	<b>01-370-0007</b>
<b>Building 340, Unit B</b>	<b>964 Chelsea Lane, North Salt Lake</b>	<b>01-370-0008</b>
<b>Building 340, Unit C</b>	<b>968 Chelsea Lane, North Salt Lake</b>	<b>01-370-0009</b>

**COVENTRY AT FOXBORO PHASE 27, A Condominium Project**

<b>Building 338, Unit A</b>	<b>919 Chelsea Lane, North Salt Lake</b>	<b>01-371-0001</b>
<b>Building 338, Unit B</b>	<b>917 Chelsea Lane, North Salt Lake</b>	<b>01-371-0002</b>
<b>Building 338, Unit C</b>	<b>913 Chelsea Lane, North Salt Lake</b>	<b>01-371-0003</b>
<b>Building 341, Unit A</b>	<b>942 Chelsea Lane, North Salt Lake</b>	<b>01-371-0004</b>
<b>Building 341, Unit B</b>	<b>944 Chelsea Lane, North Salt Lake</b>	<b>01-371-0005</b>
<b>Building 341, Unit C</b>	<b>948 Chelsea Lane, North Salt Lake</b>	<b>01-371-0006</b>
<b>Building 342, Unit A</b>	<b>922 Chelsea Lane, North Salt Lake</b>	<b>01-371-0007</b>
<b>Building 342, Unit B</b>	<b>924 Chelsea Lane, North Salt Lake</b>	<b>01-371-0008</b>
<b>Building 342, Unit C</b>	<b>928 Chelsea Lane, North Salt Lake</b>	<b>01-371-0009</b>

**COVENTRY AT FOXBORO PHASE 28, A Condominium Project**

<b>Building 328, Unit A</b>	<b>763 Chelsea Lane, North Salt Lake</b>	<b>01-372-0001</b>
<b>Building 328, Unit B</b>	<b>765 Chelsea Lane, North Salt Lake</b>	<b>01-372-0002</b>
<b>Building 328, Unit C</b>	<b>769 Chelsea Lane, North Salt Lake</b>	<b>01-372-0003</b>
<b>Building 329, Unit A</b>	<b>773 Chelsea Lane, North Salt Lake</b>	<b>01-372-0004</b>
<b>Building 329, Unit B</b>	<b>775 Chelsea Lane, North Salt Lake</b>	<b>01-372-0005</b>
<b>Building 329, Unit C</b>	<b>779 Chelsea Lane, North Salt Lake</b>	<b>01-372-0006</b>
<b>Building 330, Unit A</b>	<b>783 Chelsea Lane, North Salt Lake</b>	<b>01-372-0007</b>
<b>Building 330, Unit B</b>	<b>785 Chelsea Lane, North Salt Lake</b>	<b>01-372-0008</b>
<b>Building 330, Unit C</b>	<b>789 Chelsea Lane, North Salt Lake</b>	<b>01-372-0009</b>



**COVENTRY AT FOXBORO PHASE 29, A Condominium Project**

<b>Building 331, Unit A</b>	<b>1132 Kensington Lane, North Salt Lake</b>	<b>01-373-0001</b>
<b>Building 331, Unit B</b>	<b>1134 Kensington Lane, North Salt Lake</b>	<b>01-373-0002</b>
<b>Building 331, Unit C</b>	<b>1138 Kensington Lane, North Salt Lake</b>	<b>01-373-0003</b>
<b>Building 332, Unit A</b>	<b>1122 Kensington Lane, North Salt Lake</b>	<b>01-373-0004</b>
<b>Building 332, Unit B</b>	<b>1124 Kensington Lane, North Salt Lake</b>	<b>01-373-0005</b>
<b>Building 332, Unit C</b>	<b>1128 Kensington Lane, North Salt Lake</b>	<b>01-373-0006</b>
<b>Building 333, Unit A</b>	<b>1112 Kensington Lane, North Salt Lake</b>	<b>01-373-0007</b>
<b>Building 333, Unit B</b>	<b>1114 Kensington Lane, North Salt Lake</b>	<b>01-373-0008</b>
<b>Building 333, Unit C</b>	<b>1118 Kensington Lane, North Salt Lake</b>	<b>01-373-0009</b>

**COVENTRY AT FOXBORO PHASE 30, A Condominium Project**

<b>Building 304, Unit A</b>	<b>472 Walton Lane, North Salt Lake</b>	<b>01-374-0001</b>
<b>Building 304, Unit B</b>	<b>474 Walton Lane, North Salt Lake</b>	<b>01-374-0002</b>
<b>Building 304, Unit C</b>	<b>478 Walton Lane, North Salt Lake</b>	<b>01-374-0003</b>
<b>Building 305, Unit A</b>	<b>482 Walton Lane, North Salt Lake</b>	<b>01-374-0004</b>
<b>Building 305, Unit B</b>	<b>484 Walton Lane, North Salt Lake</b>	<b>01-374-0005</b>
<b>Building 305, Unit C</b>	<b>488 Walton Lane, North Salt Lake</b>	<b>01-374-0006</b>
<b>Building 334, Unit A</b>	<b>1102 Kensington Lane, North Salt Lake</b>	<b>01-374-0007</b>
<b>Building 334, Unit B</b>	<b>1104 Kensington Lane, North Salt Lake</b>	<b>01-374-0008</b>
<b>Building 334, Unit C</b>	<b>1108 Kensington Lane, North Salt Lake</b>	<b>01-374-0009</b>

**COVENTRY AT FOXBORO PHASE 31, A Condominium Project**

<b>Building 301, Unit A</b>	<b>442 Walton Drive, North Salt Lake</b>	<b>01-375-0001</b>
<b>Building 301, Unit B</b>	<b>444 Walton Drive, North Salt Lake</b>	<b>01-375-0002</b>
<b>Building 301, Unit C</b>	<b>448 Walton Drive, North Salt Lake</b>	<b>01-375-0003</b>
<b>Building 302, Unit A</b>	<b>452 Walton Drive, North Salt Lake</b>	<b>01-375-0004</b>
<b>Building 302, Unit B</b>	<b>454 Walton Drive North Salt Lake</b>	<b>01-375-0005</b>
<b>Building 302, Unit C</b>	<b>458 Walton Drive North Salt Lake</b>	<b>01-375-0006</b>
<b>Building 303, Unit A</b>	<b>462 Walton Drive, North Salt Lake</b>	<b>01-375-0007</b>
<b>Building 303, Unit B</b>	<b>464 Walton Drive North Salt Lake</b>	<b>01-375-0008</b>
<b>Building 303, Unit C</b>	<b>468 Walton Drive North Salt Lake</b>	<b>01-375-0009</b>