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**DEVELOPMENT AGREEMENT
FOR SUNSET EQUESTRIAN ESTATES WEST CLUSTER SUBDIVISION**

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of April, 2006, by and between **KAYSVILLE CITY CORPORATION**, a Utah municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and **WOODSIDE SUNSET FARMS, LLC**, a Utah Limited Liability Company (hereinafter the "Developer;" "Developer" includes successors and/or assigns of Woodside Sunset Farms, LLC).

RECITALS

E 2168840 B 4036 P 532-555
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/17/2006 12:11 PM
FEE \$77.00 Pgs: 24
DEP. CL. REC'D FOR KAYSVILLE CITY

WHEREAS, Developer is desirous of developing Sunset Equestrian Estates West Cluster Subdivision (the "Project") on certain real property located in the City of Kaysville, County of Davis, State of Utah, and more particularly described on the preliminary plat attached as Exhibit A hereto (the "Preliminary Plat"); and

WHEREAS, the purpose of this Agreement is to define the development standards, conditions, on and off-site improvements, schedule for development of the Project, requirements and criteria for development identified on Exhibit B hereto (the "Neighborhood Guidelines") and other terms and conditions pursuant to which the Project proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to authorize the development of the Project proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law; and

WHEREAS, Developer anticipates encumbering residential dwellings within the Project with a Declaration of Conditions, Covenants and Restrictions (the "CC&Rs") which will, *inter alia*, provide for the creation of a homeowners association (the "Homeowners Association") which will be responsible for maintaining certain common areas and improvements within the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GENERAL DESCRIPTION**

- A. Area Description. The property upon which the Project shall be developed (the "Property") is located as shown on the Preliminary Plat, a copy of which is attached as Exhibit A hereto and incorporated by reference herein.
- B. Project Description. The Project proposed by Developer is a cluster subdivision on the Property which incorporates into the plan a mix of single family detached residences within a variety of residential neighborhood areas and types, together with recreation facilities, parks, equestrian areas, trails, designated open spaces and related amenities. The Project will be known as Sunset Equestrian Estates West Cluster Subdivision. The permitted land uses are depicted in the Preliminary Plat for the Project.

2. **DEVELOPMENT STANDARDS AND GUIDELINES**

- A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Project (the "Development Standards"), the following in addition to all other applicable City Ordinances, standards and guidelines:
 - (1) Compliance With Preliminary Plat. Developer shall comply with all requirements identified in the Preliminary Plat and the development of the Project shall conform in all material respects with the Preliminary Plat as set forth in Exhibit A hereto. Further, development of the Project shall comply with the Neighborhood

Guidelines set forth in Exhibit B hereto including, but not limited to, the following:

- a. The minimum lot size in the Project shall be 9,600 square feet except for the Patio Home Community identified on the Preliminary Plat and shown on Exhibit C hereto (the "Patio Home Community") which may have smaller lots;
- b. The minimum lot width in the Project shall be 80 feet as defined in City Ordinances, except in the Patio Home Community;
- c. The streets within the Patio Home Community shall be conveyed to the Homeowners Association (which may be a sub-association of the Homeowners Association created for the Project); utility easements in said streets shall be conveyed to the City; and said Homeowners Association shall be responsible to maintain said streets and common areas within the Patio Home Community;
- d. All driveways that access from a street with a right-of-way wider than fifty-five feet (55') shall be hammerhead or circular; and
- e. Other than the streets in the Patio Home Community, all streets in the Project shall be dedicated to the City.

- (2) Neighborhood Guidelines. Developer shall construct all improvements and dwellings within the Project in compliance and conformance with the Neighborhood Guidelines and incorporate said guidelines into the CC&Rs and final subdivision plat(s) for the Project.
- B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A., the City hereby expressly finds that the development of the Project, in conformance with the Development Standards and this Agreement, promotes the creation of a more desirable environment than would be possible through the strict application of other City land use regulations; promotes a creative approach to the use of land and related physical facilities resulting in better design and development; creates, landscapes and preserves open space and recreational facilities; preserves and enhances desirable site characteristics; uses design, landscape and *architectural features to create a pleasing environment*; establishes a system of interconnecting paths and trails; provides a variety of housing types and other special development features, and otherwise achieves the purposes for which a cluster subdivision may be approved pursuant to the City Ordinances. The City further finds that the development of the Project, in conformance with the Development Standards and this Agreement, will not violate the general purposes, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.
- C. Inconsistent Code Provisions. Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Project in accordance with the Preliminary Plat is vested.

3. PROJECT IMPROVEMENTS

A. Street and Utility Construction. Developer shall construct and install all street improvements and utilities required for the Project, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and statutes of the City, the secondary water providers, the Central Davis Sewer District, other providers and the State of Utah. Developer shall convey the northeasterly sixty-six feet (66') of the Legacy Parkway (Shorelands Drive) alignment which lies within the Project by Warranty Deed to the City, at no cost to the City, within thirty (30) days after approval of this Agreement. Street No. 1 and Street No. 2, as shown on Exhibit D hereto (the "Major Streets") shall be constructed by the Developer at the Developer's sole cost and expense as follows:

- (1) Street No. 1. Street No. 1 ("No. 1") will have sixty-six feet (66') of right-of-way, forty-one feet (41') of asphalt and will be fully improved per City standards, including sub-base, road base, asphalt, curb, gutter and sidewalk ("Fully Improved") from Sunset Drive to Street No. 2. Street No. 1 will be constructed and dedicated with development of Phase 6.
- (2) Streets No. 2a, 2b and 2c. Street No. 2a ("No. 2a") will have sixty-six feet (66') of right-of-way with a minimum of thirty-two feet (32') of asphalt, graveled shoulders and culinary water line loop, constructed to City standards, but no curb, gutter or sidewalks. The street will extend from No. 2b to Smith Lane and connect to Smith Lane aligned with Angel Street. Developer shall convey the following described parcel by Warranty Deed to the City, at no cost to the City, within thirty (30) days after approval of this Agreement:

A 60 foot wide parcel, being 60 feet on the left, or Southwesterly of the following described line: Beginning at a point 20 chains North and .75 chains East from the Southwest corner of the Southeast Quarter of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian (said point being North 0°15'04" West 1,320.01 feet along the Quarter Section line and East 55.29 feet from said Southwest Corner) and running thence North 17.63 feet to an existing fence line; thence North 49°31'42" West 792.52 feet, more or less, along said fence line to the Southerly right of way line of Smith Lane.

The City will acquire and provide right-of-way for construction of Street No. 2a. Street No. 2a will be constructed by the Developer with development of Phase 8.

Street No. 2b ("No. 2b") will have sixty-six feet (66') of right-of-way, with a minimum of thirty-two feet (32') of asphalt and will be a Fully Improved street on the east forty-four and one-half feet (44.5') of right-of-way and not improved on the west twenty-one and one-half feet (21.5') of right-of-way, extending from the north boundary of the Project to Street No. 1. Street No. 2b will be constructed and dedicated with development of Phase 8.

Street No. 2c ("No. 2c") will have sixty-six feet (66') of right-of-way with a minimum of thirty-two feet (32') of asphalt and graveled shoulders constructed to City standards, but no curb, gutter or sidewalks, extending from Street No. 1 to the Legacy Parkway (Shorelands Drive) alignment. Street No. 2c will be constructed and dedicated with development of Phase 8.

- B. Common Areas. Developer shall develop the Project so that it includes the Common Areas as shown on the Preliminary Plat. At Developers sole cost and expense, Developer shall construct and install the Common Area improvements as shown on Exhibit E hereto (the "Common Area Improvements"). Developer may begin improving Common Areas, including construction of Project Entry Signs, as subdivision phase improvements, any time after final plat approval by the City of the applicable phase. After completion of the Common Area Improvements, Developer shall convey such real property and the improvements thereon to the Homeowners Association.
- C. Trail Construction. Developer shall develop the Project so that it includes the pedestrian and equestrian trails as shown on Exhibit A, the Preliminary Plat. At its sole cost and expense, Developer shall construct and install the improvements necessary for the trails including an asphalt paved pedestrian way a minimum of six feet (6') wide and the remaining portion of the twenty feet (20') wide trail an equestrian way consisting of a graded surface of granular material and plant material. After completion of the trails, Developer shall convey the real property on which the trails are constructed to the Homeowners Association. A public access easement on each and every trail in the Project shall be granted with recording of each final plat that contains any portion of the trails. In connection with such public access easements, it is the intent and understanding of the parties that the Developer, the City and the Homeowners Association shall have the limited liability protection granted pursuant to the provisions of §§57-14-1 through 7, Utah Code Annotated, 1953, as amended.

- D. Fence Construction. At Developer's sole cost and expense, Developer shall construct and install a three rail fence where any trail abuts lots, prior to building permits being issued on any lot in the Phase. In addition, the Developer shall incorporate the fencing requirement into the CC&Rs.
- E. Equestrian Facilities: Developer shall construct equestrian facilities which will be owned and operated by a Homeowners Association. The equestrian facilities will consist of the following:
- (1) Barn and Stables. The barn and stables will be constructed to current equestrian facility standards as deemed appropriate by Developer at Developer's sole discretion;
 - (2) Indoor Riding Arena. The arena will be enclosed with steel panels and will have gates and tack facilities as deemed appropriate by Developer at Developer's sole discretion;
 - (3) Visitor Parking Area. The visitor parking area will be of sufficient size to accommodate five (5) trucks with stock trailers;
 - (4) Fenced Common Pasture. The common pasture will be fenced and will have provisions for livestock watering; and
 - (5) Compliance with Codes. All Equestrian facilities shall comply with all applicable building and other codes.
- F. Sewer Pump Station. Developer shall enter into an appropriate agreement with the Central Davis Sewer District for the construction, operation, maintenance or repair of a sewer pump station and force main to be located within the project (the "Pump Station"). The Pump Station shall serve the

Project as well as other property in the vicinity of the Project. The Pump Station shall be constructed concurrent with improvements constructed for any lot served by the Pump Station. The City shall have no responsibility for the construction, operation, maintenance or repair of the Pump Station.

- G. City Park. The areas designated as City Park on the Preliminary Plat, consisting of approximately 5.4 acres and approximately 2.6 acres (the "City Park") shall be conveyed in fee simple to the City at no cost to the City as part of the open space of the Project. Developer shall also convey, at the same time, three (3) shares of Haight Creek Irrigation Company Stock per acre of property conveyed to the City at no cost to the City. The City shall improve the City Park according to City plans, specifications and schedule at its sole cost and expense.

4. PHASED DEVELOPMENT AND TIMING

Developer shall develop the Project in phases as shown on the Preliminary Plat beginning with Phase 6. Phase 8 shall be constructed before all other Phases except Phase 7. Thereafter, Phases 9 through 18 may be constructed in any order. Phases 9 through 18 may be modified to increase or decrease the number of lots in the Phases, subject to final plat approval by the City of each Phase. In the event Developer fails to apply for final plat approval of a phase, for a period of five (5) years after the previous plat approval, Developer shall thereafter be precluded from proceeding with further development *without prior written authorization from the City.*

5. REPRESENTATIONS OF DEVELOPER

- A. Developer hereby represents that it has authority to proceed with the Project.

- B. Developer hereby further represents that it shall adopt CC&Rs for the Project which conform to the requirements of the Conditional Use Permit, the Preliminary Plat, and this Agreement. Further, Developer shall cause the CC&Rs to be recorded concurrent with the recordation of the first final subdivision plat approved by the City for the Project.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing that such third party has the financial and other ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEYS' FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. **SEVERABILITY**

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. **CAPTIONS**

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. **GOVERNING LAW**

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. **ENTIRE AGREEMENT**

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

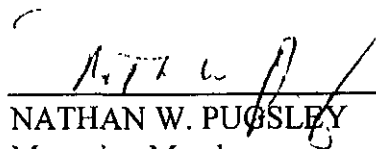
As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

- A. City. The execution of this Agreement by the City has been authorized by the Mayor and City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to notice, held on the 4th day of April, 2006.
- B. Developer. The execution of this Agreement by Woodside Sunset Farms, LLC has been duly authorized by the sole member of Developer.

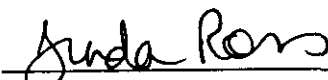
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

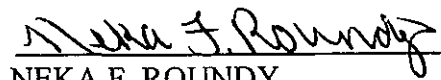
WOODSIDE SUNSET FARMS, L.L.C.,
a Utah Limited Liability Company

By: 
NATHAN W. PUGSLEY
Managing Member

ATTEST:

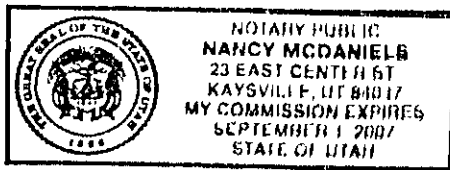
KAYSVILLE CITY


LINDA ROSS
City Recorder

By: 
NEKA F. ROUNDY
Mayor

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On the 4th day of May, 2006, personally appeared before me NEKA F. ROUNDY and LINDA ROSS, who being by me duly sworn did say, each for herself, that she, the said NEKA F. ROUNDY, is the Mayor of Kaysville City, Davis County, State of Utah, and that she, the said LINDA ROSS, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said NEKA F. ROUNDY, and LINDA ROSS, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

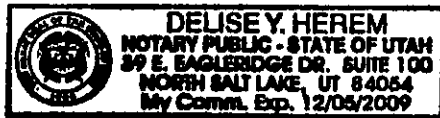


Nancy McDaniel
NOTARY PUBLIC
Residing at: Davis
My Commission Expires: 9-1-07

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 1st day of May, 2006, personally appeared before me, NATHAN W. PUGSLEY, the signer of the foregoing Development Agreement for Sunset Equestrian Estates West Subdivision, who duly acknowledged to me that he executed the same for and on behalf of Woodside Sunset Farms, LLC.



Delise Y. Herem
NOTARY PUBLIC
Residing at: Davis County
My Commission Expires: 12-05-09

(SEAL)

★ **DESCRIPTION OF THE OVERALL PROPERTY FOR THE KAYSVILLE
SUNSET EQUESTRIAN ESTATES SUBDIVISION**

A parcel of land located in the South Half of Section 4 and the East Half of Section 9 and the West Half of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at the southwest corner of the Reese property said point being South 89°49'36" West 2,460.60 feet coincident with the South line of the Northwest Quarter of Section 10 Township 3 North, Range 1 West, Salt Lake Base and Meridian, and South 132.77 feet from the Center Quarter Corner of said Section 10, and thence coincident with the west line of the Bill Dixon parcel South 09°10'36" East 89.26 feet; thence South 80°32'42" West 70.53 feet; thence coincident with the Birmingham property the following 2 courses: South 06°34'25" East 142.95 feet and South 79°44'49" West 135.27 feet; thence coincident with the Grayson property the following 2 courses: South 06°34'25" East 215.70 feet and South 79°44'49" West 599.60 feet, thence South 06°33'51" East 6.21 feet; thence South 79°44'49" West 444.66 feet to the northeast corner of the Anderson property; thence coincident with the west and south line extended of said Anderson property South 01°11'25" East 637.90 feet and North 72°42'27" East 749.53 feet; thence South 01°08'00" East 260.04 feet; thence North 79°44'49" East 390.96 feet to a county road; thence coincident with said road South 06°34'25" East 60.12 feet; thence South 79°44'49" West 396.73 feet; thence South 01°08'00" East 526.17 feet to the north right-of-way line of the proposed Shoreland Drive; thence coincident with said right-of-way North 73°44'15" West 881.65 feet to the Central Davis Sewer District Property; thence coincident with said property and the extension of the east line of said property the following 5 courses: North 16°48'03" West 530.14 feet, South 70°41'27" West 94.08 feet, South 57°09'56" West 186.12 feet, South 76°09'56" West 56.10 feet, and North 23°56'39" West 1,663.07 feet; thence North 88°21'39" West 158.08 feet, thence North 34°26'40" West 517.96 feet to the Center Quarter Section line; thence coincident with said line North 00°16'22" West 2253.09 feet to the North Quarter Corner of said Section 9; thence coincident with the Center Quarter Section line of Section 4 in said township and range North 00°15'26" West 1,316.63 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 4; thence coincident with the north line of the Southeast Quarter of the Southeast Quarter of said Section 4 South 88°50'02" East 1,322.80 feet, thence South 00°19'15" East 517.25 feet; thence North 89°44'49" East 1.89 feet; thence South 00°13'21" East 27.95 feet to the northwest corner of the proposed Belnap portion of Sunset Equestrian Estates; thence coincident with said Belnap portion the following 6 courses: North 89°46'39" East 204.97 feet, South 16°06'33" East 221.74 feet, South 01°21'33" East 179.95 feet, North 88°42'52" East 47.40 feet, South 16°51'58" East 197.39 feet, and South 08°58'42" East 296.09 feet to a boundary line agreement between Woodside Investments and Belnap; thence coincident with said boundary line agreement South 87°47'45" East 417.57 feet to the west right-of-way line of Sunset Drive said point being 33.00 feet perpendicularly distant westerly from the monumented centerline of Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 1,511.57 feet to the north line of the Horne property; thence coincident with the north and west lines of said Horne property and its extension South 62°58'04" West

565.43 feet and South 34°54'26" East 201.46 feet to a point on the west boundary of the Mitchell property; thence coincident with said Mitchell property the following 6 courses: South 22°52'01" East 107.62 feet, North 67°36'04" East 140.92 feet, South 22°27'54" East 15.00 feet, North 67°36'04" East 120.01 feet, North 41°00'58" East 33.52 feet, and North 67°36'04" East 225.81 feet to the west right-of-way line of said Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 295.86 feet to the northeast corner of the Reese property; thence coincident with the north and west lines of said property the following 2 courses: South 58°11'14" West 339.11 feet and South 18°14'32" East 586.39 feet to the POINT OF BEGINNING. LESS and EXCEPTING the following parcel as described:

A parcel of land located in the Northeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

Beginning at a point on the north line of the property described in Book 2225 Page 712 in the Davis County Recorder's Office said point being South 00°16'22" East 660.00 feet coincident with the Quarter Section line common to the North and Center Quarter Corners of Section 9, Township 3 North, Range 1 West, of the Salt Lake Base and Meridian and North 89°45'02" East 429.00 feet coincident with said north property line from the North Quarter Corner of said Section 9, and thence continuing coincident with said north property line North 89°45'03" East 545.39 feet; thence North 70°29'18" East 145.81 feet; thence South 21°28'07" East 169.01 feet; thence South 19°30'42" East 698.30 feet; thence South 70°16'48" West 363.36 feet; thence North 25°09'52" West 16.34 feet to a point of tangency of a 572.50 foot radius curve to the right; thence northerly 56.48 feet along said curve through a central angle of 05°39'10"; thence North 19°30'42" West 114.40 feet to the south line of said property described in Book 2225 Page 712 of said records; thence coincident with said south line North 88°19'10" West 566.17 feet; thence North 00°16'22" West 695.57 feet to the POINT OF BEGINNING. Said parcel contains 14.61 acres, more or less.

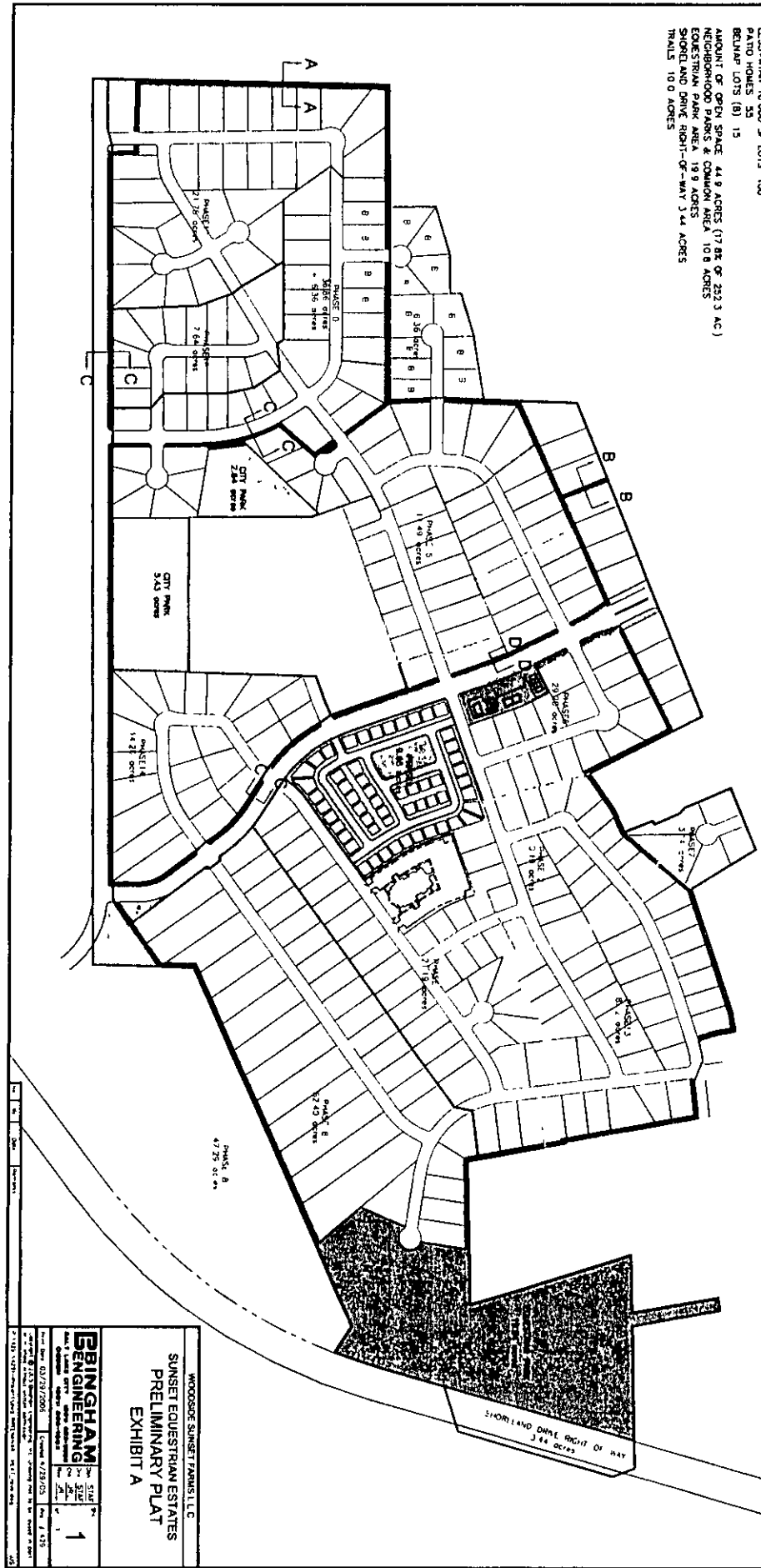
Said overall parcel contains 244.58 acres, more or less

CALCULATION OF OPEN SPACE
 AVERAGE SQUARE FOOTAGE 22,078 SF
 DIVIDED BY MINIMUM LOT SIZE (30,000 SF) 1.36
 MULTIPLIED BY 10% = 0.136 OR 13.6% REQUIRED OPEN SPACE
 MULTIPLIED BY THE AREA (232.3 AC) = 31.4 ACRES REQUIRED
 (44.9 AC CURRENTLY PROVIDED)

AREA OF PROPERTY 232.3 ACRES (INCLUDES 6.4 ACRE BELTMAP PROPERTY)
 NUMBER OF LOTS PROPOSED 366 (INCLUDES 13 LOTS ON BELTMAP PROPERTY)
 GREATER THAN 25,000 SF LOTS 60
 18,000 - 25,000 SF LOTS 146
 LESS: THAN 18,000 SF LOTS 100
 PATIO HOMES 35
 BELTMAP LOTS (B) 13
 AMOUNT OF OPEN SPACE 44.9 ACRES (17.8% OF 232.3 AC)
 NEIGHBORHOOD PARKS & COMMON AREA 10.8 ACRES
 EQUESTRIAN PARK AREA 19.9 ACRES
 SHORELAND DRIVE RIGHT-OF-WAY 3.4 ACRES
 TRAILS 10.0 ACRES

PHASE	ACRES	# OF LOTS	# OF PATIO HOMES	ACRES OF OPEN SPACE	PERCENT OF PHASE	CUMULATIVE PERCENT
6	29.3	37	0	4.4	15.0	15.0
7	3.1	5	0	0.0	0.0	15.0
8	62.4	34	0	27.3	43.8	33.4
9	9.7	0	56	0.8	8.2	31.1
10	43.2	56	0	9.5	22.0	28.4
11	21.2	25	0	0.1	0.5	24.9
12	10.2	22	0	0.2	2.0	23.6
13	18.1	34	0	0.9	5.0	20.4
14	14.2	23	0	0.0	0.0	19.4
15	11.5	21	0	0.0	0.0	18.8
16	7.6	15	0	0.0	0.0	18.8
17	21.8	30	0	1.7	7.8	17.8
TOTAL	232.3	311	55	44.9		

PHASE 6 INCLUDES THE CONSTRUCTION OF STREET NUMBER 1 AS SHOWN ON EXHIBIT D
 PHASE 8 INCLUDES THE CONSTRUCTION OF THE EQUESTRIAN CENTER AND THE CONSTRUCTION OF STREET NUMBER 2A AND 2B AS SHOWN ON EXHIBIT D
 NOTE: PRIOR TO DEVELOPING PHASES 6-18 PHASES 6 AND 8 SHALL BE COMPLETED



WOODSIDE SUNSET FARMS, LLC
 SUNSET EQUESTRIAN ESTATES
 PRELIMINARY PLAT
 EXHIBIT A

BRINGHAM ENGINEERING
 1000 N. 1000 W. SUITE 100
 SALT LAKE CITY, UT 84119
 PHONE: 801-488-8888
 FAX: 801-488-8889
 PROJECT NO: 2017/17/2005
 SHEET NO: 1 OF 1
 DATE: 7/23/2015

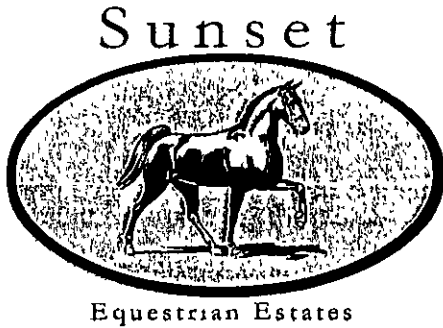


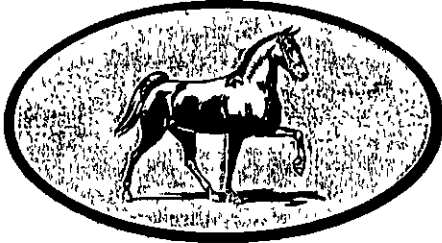
EXHIBIT B
Sunset Farms Equestrian Estates / Kaysville
Draft Neighborhood Guidelines

General Guidelines

Criteria Element	Applies to all lots with areas less than 25000 SF or larger	25000 SF or larger
1 Minimum Lot Size / Frontage	25000	25000
2 Minimum Finished Square Footage (Above Grade Level)		
A Single Story Home	1800	1800
B Two Story Home	2000	2000
C Multi-Level Homes	Not Allowed	1700
3 Minimum Attached Garage	Three car minimum	Three car minimum
4 Material Requirements		
A Exterior Stucco or Masonry Siding	All Homes	All Homes
B Brck / Stone Percentage	30% of front elevation - all homes	30% of front elevation - all homes
C Roofing Materials	Asphalt 30 year architectural shingles	Asphalt 30 year architectural shingles
5 Landscaping Requirements	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter
6 House Plotting Restrictions	No home with the same elevation or color scheme may be plotted next to or directly across the street from another	No home with the same elevation or color scheme may be plotted next to or directly across the street from another

Criteria Element	Applies to all lots 18000 to 25000 SF	18000 to 25000 SF or larger
1 Minimum Lot Size	18000	18000
2 Minimum Finished Square Footage (Above Grade Level)		
A Single Story Home	1800	1800
B Two Story Home	2000	2000
C Multi-level Homes	Not Allowed	1700
3 Minimum Attached Garage	Three car minimum	Three car minimum
4 Minimum Set Back Requirements		
A Rear Yard	15 Feet	15 feet
5 Material Requirements		
A Exterior Stucco or Masonry Siding	All Homes	All Homes
B Brck / Stone Percentage	30% of front elevation - all homes	30% of front elevation - all homes
C Roofing Materials	Asphalt 30 year architectural shingles	Asphalt 30 year architectural shingles
6 Landscaping Requirements	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter
7 House Plotting Restrictions	No home with the same elevation or color scheme may be plotted next to or directly across the street from another	No home with the same elevation or color scheme may be plotted next to or directly across the street from another

Sunset



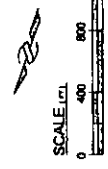
Equestrian Estates

EXHIBIT B Continued

General Guidelines

Guideline Element	Applies to all lots less than 18000 SF	Less Than 18000 SF
1 Minimum Lot Size	9600	9600
2 Minimum Finished Square Footage (Above Grade Level)		
A. Single Story Home	1400	1400
B. Two Story Home	1800	1800
C. Multi-level Homes	Not Allowed	1800
3 Minimum Attached Garage	Three car minimum	Three car minimum
4 Minimum Set Back Requirements		
A. Rear Yard	15 Feet	15 feet
5 Material Requirements		
A. Exterior Stucco or Masonry Siding	All Homes	All Homes
B. Brick / Stone Percentage	30% of front elevation - all homes	30% of front elevation - all homes
C. Roofing Materials	Asphalt 30 year architectural shingles	Asphalt 30 year architectural shingles
6 Landscaping Requirements	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter	Within 60 days of Owner closing on the home with \$1,000 deposit by Buyer at the time of purchase, refunded at the time of completion, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the owner within six (6) months thereafter
7 House Plotting Restrictions	No home with the same elevation or color scheme may be plotted next to or directly across the street from another	No home with the same elevation or color scheme may be plotted next to or directly across the street from another

Guideline Element	Applies to all lots in the Home Community
1 Minimum Lot Size	N/A
2 Minimum Finished Square Footage (Above Grade Level)	
A. Single Story Home	1100
B. Two Story Home	1500
C. Multi-level Homes	Not Offered
3 Minimum Attached Garage	Two car
4 Minimum Set Back Requirements	
A. Between Structures	8 Feet
5 Material Requirements	
A. Exterior Stucco or Masonry Siding	All Homes
B. Brick / Stone Percentage	30% of front elevation - all homes
C. Roofing Materials	Asphalt 30 year architectural shingles
6 Landscaping Requirements	Provided by Builder prior to closing and will be maintained by the Home Owner Association. If seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed by the Builder within six (6) months thereafter



SCALE: 1" = 400'

WOODSIDE SUNSET FARMS, LLC

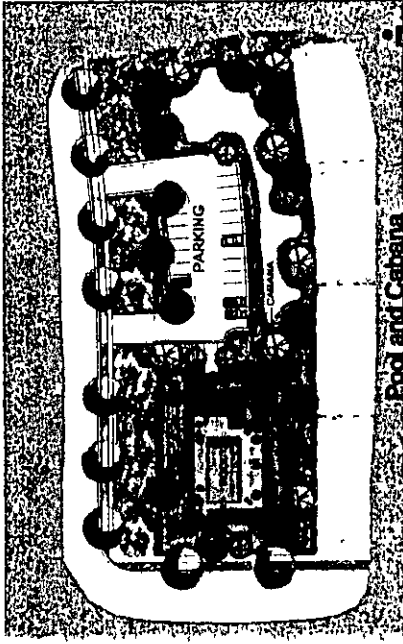
SUNSET EQUESTRIAN ESTATES
MAJOR STREETS
EXHIBIT D

B BINGHAM
ENGINEERING

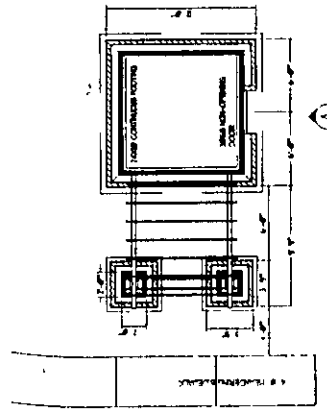
1000 W. 10th St., Suite 100
Tulsa, Oklahoma 74106
Phone: (918) 438-1111
Fax: (918) 438-1112
www.bbingham.com

Sheet No.	1
Project No.	03/17/2008
Revision	07/18/05
Drawn by	
Checked by	
Scale	

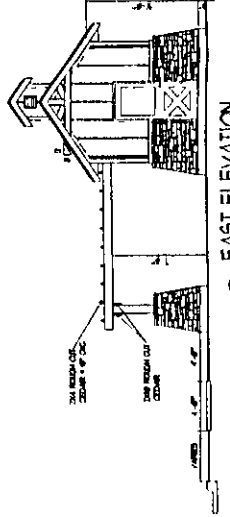
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Pool and Cabana

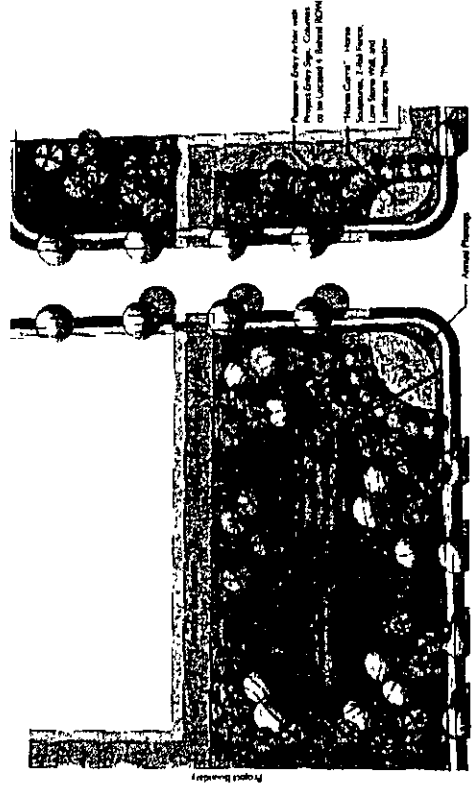


(D) PLAN VIEW

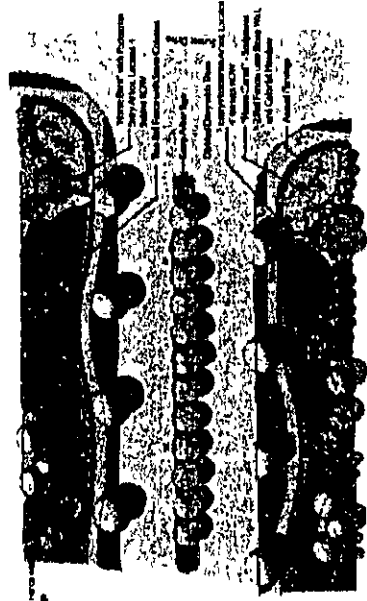


(A) EAST ELEVATION

ENTRY BUILDING W/ ARBOR
SCALE 1/4" = 1'-0"

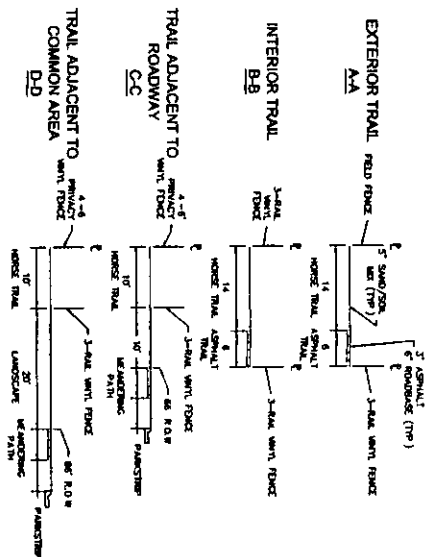
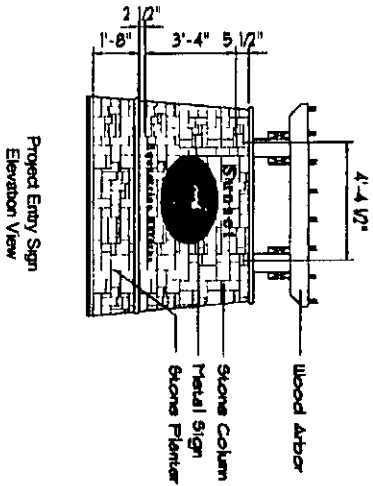
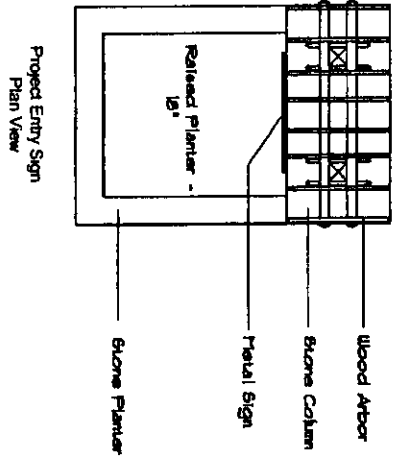


Sunset Equestrian Estates
North Project Entry



Sunset Equestrian Estates
East Drive Entry

WOODSIDE SUNSET FARMS LLC		SUNSET EQUESTRIAN ESTATES COMMON AREAS EXHIBIT E	
B	B	Sheet No. 03/23/2006	Sheet No. 1/0/0
B	B	Scale: 1/4" = 1'-0"	Scale: 1/4" = 1'-0"
B	B	Project: 03/23/2006	Project: 1/0/0
B	B	Client: SUNSET FARMS LLC	Client: SUNSET FARMS LLC
B	B	Address: 10000 WOODSIDE DRIVE, SUITE 100, SALT LAKE CITY, UT 84119	Address: 10000 WOODSIDE DRIVE, SUITE 100, SALT LAKE CITY, UT 84119
B	B	Phone: 801-488-1888	Phone: 801-488-1888
B	B	Fax: 801-488-1888	Fax: 801-488-1888
B	B	Website: www.binghamengineering.com	Website: www.binghamengineering.com
B	B	Project No. 03/23/2006	Project No. 1/0/0
B	B	Sheet No. 03/23/2006	Sheet No. 1/0/0
B	B	Scale: 1/4" = 1'-0"	Scale: 1/4" = 1'-0"
B	B	Project: 03/23/2006	Project: 1/0/0
B	B	Client: SUNSET FARMS LLC	Client: SUNSET FARMS LLC
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B	B	Phone: 801-488-1888	Phone: 801-488-1888
B	B	Fax: 801-488-1888	Fax: 801-488-1888
B	B	Website: www.binghamengineering.com	Website: www.binghamengineering.com



TRAIL CROSS-SECTIONS
CROSS-SECTION LOCATIONS
SHOWN IN EXHIBIT A
SCALE: 1/4\"

WOODSIDE SUNSET FARMS LLC
SUNSET EQUESTRIAN ESTATES
COMMON AREAS
EXHIBIT E

BINGHAM
ENGINEERING

Prepared: 03/17/2006
Scale: AS SHOWN
Drawing No: 11/03
Sheet: 2

SE 9 3n-1w

08-024-0033, 0029, 0005, 0025, 0026, 0024 also

NE 9

08-022-0021, 0020, 0019, 0022, 0015,
0018, also

SE 4

08-012-0041, 0063, 0054, 0004, 0010, 0062,
0007, 0051, 0065, 0056, 0061, also

08-126-0004