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MASTER DEVELOPMENT AGREEMENT
FOR THE
ROSECREST MASTER PLANNED COMMUNITY
A PLANNED UNIT DEVELOPMENT

by and between

TOWN OF HERRIMAN,
a Utah municipal corporation

and

ROSECREST INC., a Utah corporation

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**MASTER DEVELOPMENT AGREEMENT
FOR THE
ROSECREST MASTER PLANNED COMMUNITY
A PLANNED UNIT DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of the ____ day of _____, 2000, by and between the Town of Herriman, a Utah municipal corporation, hereinafter referred to as "Town", and Rosecrest Inc., a Utah corporation, hereinafter referred to as "Master Developer."

RECITALS

A. Master Developer either owns or has the right to acquire approximately (1040) acres of land which is located within the Town, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. The Property was zoned pursuant to the Town's Zoning Ordinance on August 5, 1999, as shown and set forth on the Zoning Map attached hereto as Exhibit "B" and by this reference made a part hereof.

C. On July 22, 1999, the Town approved and adopted The Community of Rosecrest Specific Plan for the Property which had previously been approved by Salt Lake County on May 19, 1999, prior to the Town's incorporation on June 1, 1999, attached as Exhibit "C." The Community of Rosecrest Specific Plan ("Plan") stipulates that the Property could be developed as a mixed use development for residential and commercial uses, including but not limited to retail, office, hotel, business parks and other uses such as recreational parks, trails, schools, community center(s), open space, golf course, churches, and other uses as may be approved by the Town. Master Developer has submitted to the Town the Plan. The Town has approved the Plan which is attached hereto as Exhibit "C" and by this reference is made a part hereof. The Plan is general and schematic in nature and is subject to refinement based on Master Developer's more precise engineering studies as submitted and required with each development application for review and approval by Town.

D. Except as otherwise set out in this Agreement, the Property and its development are subject to and shall conform with all of the Town's Ordinances, Rules and Regulations, including, but not limited to, the provisions of the Town's General Plan, the Town's Zoning Ordinance, the Town's Subdivision Ordinance, and any permits issued by the Town pursuant to the Town's Ordinances, Regulations and Engineering Standards and Specifications as adopted by the Town as of the date of this Agreement (collectively the "Town's Laws"). The parties to this Agreement acknowledge that the Town adopted Salt Lake County's Ordinances for Land Use Development on June 1, 1999.

E. The Property has been granted an adjusted residential unit density not to exceed (2.8) dwelling units per acre. A total of (2389) residential dwelling units have been granted and approved by the Town. Density is based upon the total number of units divided by the total acreage of (1040) acres, less commercial acres (94.3) and acreage in excess of (30%) slopes (91.4).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Master Developer hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement.

2. **Property Included in the Development Agreement.** This Agreement shall be effective on the Property as described in Exhibit "A," attached. In the event additional parcels, not to exceed the cumulative total of (60) acres, which are adjacent or in close proximity to the Property are conveyed to Master Developer, this Agreement, except as otherwise provided herein, shall supercede and be binding upon those parcels of real property added to the Property at that time by Master Developer. Master Developer and Town acknowledge that Master Developer is the owner of additional properties lying outside the corporate limits of the Town which are part of the Plan attached as Exhibit

"C." The parties acknowledge that the Town presently has no jurisdiction over this property. However, to provide for more consistent and appropriate master planning, Master Developer has included the additional property outside the Town in its Plan. The Town agrees that if and at such time as the additional property comes under the jurisdiction of the Town at the Town's option, the additional property will be developed and receive the Town's regulatory approval in accordance with the Plan attached as Exhibit "C" and be subject to and benefitted by the same terms and conditions of the Property under this Agreement.

3. **Property Development.** The Property has an existing designation by the Town as a planned unit development and shall be developed as a planned unit development subject to the present ordinances and regulations of the Town, the Plan and this Agreement. This Agreement shall be controlling in the event of a difference or contradiction with the Town's future ordinances and regulations. Master Developer may sell portions of the Property to various developers (the "Developers") following the date of this Agreement. All development on the Property, or any portion thereof, shall be in accordance with the requirements of this Agreement.

4. **Rosecrest Specific Plan.** The approved Plan is attached hereto as Exhibit "C." The Property shall be developed by the Master Developer and/or the Developers in accordance with the Plan. All submittals must comply with the Plan. The approved Plan may be amended from time to time with the approval of the Town Council and Master Developer. Any proposed amendments or modifications to the Plan shall be submitted to the Town for review and approval. Any approved modification shall then be incorporated into and made a part of the approved Plan. The Town's approval and acceptance of the Plan has been completed and there are no further requirements for a Concept Plan review of the Property by the Town.

Except as otherwise provided in the Master Design Guidelines, Master Developer shall be entitled to minor variations from literal depictions contained in the Plan without going through the Concept Plan review process required under the Town's Laws if such variations do not constitute "a material

change" in the Plan or any of its components. A "material change" is defined as a change that the Town finds will:

- a. have a significant adverse or negative impact on property owners owning land adjacent to the Property; or
- b. create a significant public safety hazard to the Property or those that visit or reside there; or
- c. add significant operation and/or maintenance cost(s) to the Town;
- d. constitutes a significant deviation from the Plan approved by the Town.

5. **Zoning.** As of the date of this Agreement, the Property is presently zoned as shown and set forth on the Town's Zoning Map attached hereto as Exhibit "B." Any future amendments to the Zoning Map that directly relate to the Property shall require approval by the Master Developer and Town Council in accordance with the requirements of the Town's Laws. The Plan shall serve as a general guideline for the location of specific types of uses on the Property.

a. **Neighborhood Commercial Zone.** The Plan has provided that not less than (20.0) acres has been zoned C-2ZC. In the event that the roads located at approximately 5600 West and 14100 South are relocated or widened, Master Developer shall be entitled to maintain but not exceed the (20.0) acre allocation of C-2ZC zoning within or adjacent to other commercial zones as are designated in the Plan.

6. **Subdivisions and Site Plans.** The Plan does not constitute a subdivision of the Property or any portion thereof. Except as otherwise expressly provided for herein, all future subdivisions of the Property shall comply with the Town's Laws and the Plan and Master Design Guidelines. A preliminary subdivision plat for each portion of the Property which is developed by Master Developer and/or any Developer will be required for each phase (as hereinafter defined) of the Property and shall be submitted for approval by the Town in accordance with paragraph 7.j. of this Agreement. A phase shall constitute

a specific area of the Property that Master Developer or Developer intends to develop at one time and as designated in paragraph 7.c. of this Agreement. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting preliminary or final subdivision plat approval to the Master Developer or any Developer for any portion of the Property. A preliminary and final subdivision plat for each phase of the Property shall be submitted for approval by the Town in accordance with paragraphs 7.j. and 7.k. of this Agreement. A specific site plan shall be required to be submitted to the Town for each phase of development on the Property comprising commercial or other development for which site plans are presently required under the Town's Laws. No development of such phases shall take place until a site plan has been approved by the Town. Following site plan approval all portions of the Property receiving final site plan approval must be developed in accordance with the approved site plan as well as any conditional use permit(s) issued to the Master Developer or Developers covering the Property or any phase of development thereon.

7. **Development of the Property.** The Property shall be developed by Master Developer and/or any successor Developers in accordance with the requirements contained herein.

a. **Compliance with Town Ordinances and Development Standards.** The Property, and all portions thereof, shall be developed in accordance with the Town's Laws which are in effect at the date of this Agreement together with the requirements set forth in this Agreement, except when the modifications are required by federal, state, county and/or Town laws and regulations promulgated to protect the public health and safety. The limited vested rights provided herein are to provide consistency for a long term development (20 years). Notwithstanding anything to the contrary, all development on the Property shall be subject to and comply with the then current and any mandatory amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Official (AASHTO) standards and American Water Works Association standards or their designated successors, as the Town makes

such changes or amendments that are applicable to the Property.

b. **Specific Projects.** Solely at its option, Master Developer may propose planned commercial centers and mixed-use centers ("Specific Projects") for the Property. Any Specific Projects proposed by Master Developer shall be reviewed for regulatory approval by the Town pursuant to the Town Laws.

c. **Phasing.** The Property shall be developed in accordance with the Plan in phases. Phasing of the Property shall take into account orderly development of the Property, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and providing of open space at various intervals of development as provided herein. The phasing of the Property shall be determined by the Master Developer.

d. **Open Space Requirements.** Master Developer shall preserve certain open space within the Property as generally shown on the Plan and as prescribed by the density requirements in paragraph 7.f. below and as approved by the Town. Master Developer, Developer or such Homeowners Association(s) as shall be established on the Property shall be entitled to retain certain designated open space as is platted in each phase of development so long as it is not used for residential or commercial purposes. All other open space and adequate access thereto shall be preserved and dedicated by conveyance by deed to Salt Lake County/Town/or other entity without cost to the County/Town/or other entity. Any open space dedicated by conveyance to the County shall be free from regulation and assessment by Master Developer, Developer, Homeowner's Association, members associations, or other property owners associations, with the exception that, any improvement to such open space shall be subject to the Design Guidelines and the Protective Covenants of record as established by the Master Developer. The County/Town/or other entity will record a conservation easement on all open space that is conveyed to it by the Master Developer.

(i) **Tax Benefits.** It is understood by the parties hereto that Developer intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring designated open space to the County/Town or other charitable organizations as permitted hereunder. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. In the event that the County/Town/or other entity, after receiving written notice from Master Developer pursuant to paragraph (ii) below, of Master Developer's intent to dedicate a parcel(s) of open space and any of the entities then determines that the designated open space will not be accepted by them and that the designated open space is to be conveyed to an entity other than the County/Town/or other entity, Master Developer shall have the right to convey such open space directly to the other entity. The County or Town shall have the right to convey any open space previously dedicated to them to another entity provided that the land conveyed is subject to a permanent conservation easement and any improvements to the land shall be subject to the Design Guidelines and the Protective Covenants of record as established by the Master Developer. The County/Town/or other entity shall notify Master Developer or Developer in writing (60) days prior to any such conveyance.

(ii) **Notice of Intent to Dedicate.** Upon the filing of each individual plat with the Town for regulatory approval in which open space is located, Master Developer shall provide separate written notice to the Town of its intent to dedicate certain parcels of open space. Notice shall be provided to the Mayor, Council and Planning Commission. The Town shall have (90) days after receipt of notice or (30) days after the final plat is recorded, whichever is later, in which to accept the conveyance of the proffered open space. Acceptance of the proffered open space by the Town shall be in the form of an ordinance or resolution. Failure of the Town to exercise its option

within such time period shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. In the event the Town does not exercise the aforesaid option for any reason, such open space or common areas shall be offered to the County a conservation organization, homeowners association or other entity. Dedication of the open space shall be by plat recordation or by dedication by deed from Master Developer which shall be without title encumbrance with fee title to the property. Upon acceptance by the Town of the proffered open space and after formal possession, maintenance responsibility shall be the responsibility of the Town (90) days after final inspection of the improvements to the open space, if any. The open space or common areas shall be preserved by way of recorded, permanent conservation easements which are in a form acceptable to the donee. When authorized hereunder, conservation easements may be used to maintain appropriate open space for the purpose of providing areas for recreation, view, slope protection and like matters as reasonably approved by the County/Town/or other entity.

(iii) **Out of Phase Dedication.** The Town and/or the County may request a dedication and/or a conservation easement of designated open space not associated with a current phase under development and Master Developer may grant so long as the designated open space requested by the Town or County is for utilities, public infrastructure purposes, or trails, only upon the condition that the dedication does not create significant costs or undue financial expense to Master Developer that would not normally be incurred with the current phase under development. The amount and location of any accelerated dedication of open space shall be subject to Master Developer or Developer's approval, which approval shall not be unreasonably withheld.

(iv) **Maintaining Density Ratios.** Town shall not require more open space in any phase of development than is necessary to meet the density requirement of

(2.8) permanent dwelling units per gross acre for a total of (2389) dwelling units. However, in addressing the density requirement, the Town may require additional open space to be dedicated to the County/Town/or other entity which is not contiguous to a phase then under consideration for development approval so long as that dedication shall not result in cumulative density for portions of the Property developed to that point which is less than the (2.8) residential density ratio for permanent dwelling units per gross acre.

(v) **Donation or Sale for Public/Quasi-Public Purposes.** In the event that Master Developer donates open space or any property not developed by Master Developer to any entity or organization to be used by the public or for a quasi-public use to include but not limited to such uses as parks, recreational facilities, libraries, schools and churches, Master Developer shall be able to utilize such donated acreage in calculating its allowable density of (2.8) dwelling units per acre. However, should Master Developer sell or convey such property described above for financial gain (other than for tax purposes), such property sold and conveyed for financial remuneration shall be deducted from the allowable acreage in calculating the established density of (2.8) dwelling units per acre for the Property.

e. **Master Design Guidelines.** The Property shall be developed in accordance with the Master Design Guidelines which are attached hereto as a part of Exhibit "E" and incorporated herein by this reference (sometimes referred to herein as the "Master Design Guidelines"). In the event Master Developer proposes exceptional or unusual uses not previously designated or clearly identified in the Plan, they shall be reviewed and approved by the Town prior to any final plat and/or site plan approvals.

f. **Density Requirements.** The adjusted residential density of the overall Property shall not exceed (2.8) permanent dwelling units per acre, based on an assumption of

(2389) permanent dwelling units within the total (1040) gross acre Property. Density is based upon the total number of units divided by the total acreage, less commercial acres, and acreage in excess of (30%) slopes. In the event of the acquisition of additional property by the Master Developer within the Property, Exhibit "A" of this Agreement may be amended at the option of Master Developer and with the approval of the Town to include such additional property acquired as part of the Property. After inclusion as part of the Property, the maximum gross residential density limitation shall apply to any additional acreage acquired. For purposes of this Agreement, a "permanent dwelling unit" shall include single family dwellings and each unit of a multiple dwelling structure, but shall not include commercial hotel rooms or commercial properties. For example, five single family homes and an apartment house having ten apartments would equal fifteen permanent dwelling units. The Property shall be developed at a gross residential density not to exceed the gross density of the overall Property as heretofore described. At no point in the development of the Property shall the cumulative gross residential density of platted and dedicated portions of the Property exceed (2.8) permanent dwelling units per gross acre except as provided in the Master Reimbursement Agreement attached as Exhibit "F" or such other exception acknowledged by the Town in writing. The preliminary plat application for each phase of the Property shall reflect a cumulative density for such phase together with any previously approved phases, of not more than (2.8) permanent dwelling units per gross acre contained in the Property, including dedicated parcels which are not subject to the covenants, conditions and restrictions imposed on a recorded plat or plats.

g. Roads and Traffic.

(i) **Master Street Plan.** All roads installed in the boundaries of the Property and all roads providing access to the Property shall be designed and located in such a manner as to comply with the Master Street Plan component of the Plan and the Town's Transportation Element of the General Plan and shall be subject to

Town review and approval. Except as otherwise provided in the Plan or in this Agreement, all required streets shall be designed and constructed according to the design standards of the Town as of the date of this Agreement and the Master Design Guidelines.

(ii) **Extension of 5600 West.** The Town has requested that Master Developer design and construct at Master Developer's own expense a portion of 5600 West that lies outside the boundary line of the Property, between 13400 South and 13100 South (U-111). Master Developer has agreed to do so upon those terms and conditions as set forth in the Reimbursement Agreement, attached as Exhibit "F."

(iii) **Legacy Highway.** The Town and Master Developer acknowledge that there is a proposal by the Wasatch Front Regional Council and the State of Utah and other public agencies for the development of a Legacy Highway through the western part of Salt Lake County and through the Property. The parties acknowledge that the proposed alignment has not yet been finalized. The Town agrees with the current alignment of the Legacy Highway as shown in the Plan as Exhibit "C" and as agreed upon by Master Developer. The parties agree to use their reasonable efforts in having the alignment established as set forth on the Plan.

(iv) **Other Roads.** All other roads that access the Property or any portion thereof under Master Developer control and/or ownership shall be dedicated to the Town as required for development of a particular phase and shall be constructed by the Master Developer and/or Developer(s) according to the Master Design Guidelines and as approved by the Town Engineer.

h. Trailways.

(i) **General.** Except as otherwise set forth in this Agreement, the following general provisions shall apply to the trailways in the Property.

(1) **Dedication and Uses.** The Master Developer and/or each Developer shall grant and convey as directed by the Town/County/or other entity perpetual easements for access on public trailways within their respective portions of the Property as shown on the Plan, at the time a final plat is recorded and/or final site plan is approved. All such easements and trailways shall first be offered to the Town in writing. The Town shall have an option to accept the easements and trailways for a time period of (90) days from the date of notification. If the Town fails to accept the proffered easements and trailways within the (90) day period, Master Developer shall be free to dedicate or grant the easements and trailways to another designated recipient. Trailways shall be multiple use and may be used for pedestrian, bicycle and equestrian and flood control storm drainage purposes as well as emergency/maintenance vehicle access, but shall not be paved, so as to maintain their character, except in those areas determined by the Master Developer to be subject to significant erosion or heavy use. Master Developer shall not be required to construct or provide improvements to trails except as set out in the Master Design Guidelines or the Plan.

(2) **Location.** Trailways in the Property shall be located in the places approved by the Town on the final plats and/or final site plans pertaining to a phase and as is generally indicated in the Plan.

(3) **Construction.** Except as otherwise set forth herein, Master Developer and/or each Developer shall construct and/or preserve the trailways lying within that portion of the Property that is owned or governed by Master Developer and/or the Developer(s) on a phase-by-phase basis and at the Master Developer's or the Developer's expense. All trailways shall be constructed and/or preserved in accordance with

the Master Design Guidelines, the Plan and the Town's Laws.

(4) **Maintenance.** Following completion of construction, and acceptance of the trail by the County or Town, each trail shall be maintained by the County, or a special service district formed by the Town, County or an Homeowner's Association or other entity to which the Property has been dedicated and/or conveyed as the Town and Master Developer determine is appropriate.

i. **Concept Plans.** The Plan attached hereto has satisfied the Town's requirements for a Concept Plan Review for the Property. Notwithstanding, there may be certain items of information listed in the Master Design Guidelines, normally submitted with a Concept Plan Review Application which may not have been submitted with the Plan for this Project. The items of information may be detailed in nature and are either inappropriate or impractical to obtain at this stage of the Project's review due to the size of the Project. However, these items may be important for evaluating proposed developments for compliance with Town Laws. Therefore, these items may be submitted with the Preliminary Plat application along with the standard Preliminary Plat submittals and are subject to review and approval by the Town.

j. **Preliminary Plats.**

(i) **Submission of Preliminary Plats, Drawings, and Supporting Materials.** The Master Developer and/or Developer(s) shall prepare and submit to the Town for its review and approval, preliminary plats in accordance with the Plan, for each phase and as required under the Town's Laws, including but not limited to the items of information listed in 7.i. above, normally received under Concept Plan Review, and the Master Design Guidelines attached in Exhibit "E." Master Developer or Developer(s) shall pay any required standard application fees or other applicable fees to

the Town in connection with review and approval of preliminary plats for each phase.

A preliminary plat approval shall remain effective so long as a minimum of (20%) of the lots in the approved preliminary plat move forward to final plat approval and recordation within a (2) year period from and after the date of preliminary plat approval. In each (1) year period thereafter, an additional (20%) of the lots must be submitted to the Town for final plat approval and recordation so that the entire preliminary plat will have been submitted to the Town for final plat approval no later than (6) years from the date of preliminary plat approval. Upon receipt of a complete preliminary plat application, the Town will within (15) days after the application conference with Master Developer and Town staff determine whether the Town wishes to retain outside consultants or pay overtime to regular staff ("Outsourcing") to perform any portion of the review of a preliminary plat or other applications of third parties in order to complete the review of the preliminary plat within a reasonable time. Once that is determined, upon request by the Master Developer and if the Town determines in its sole discretion to utilize Outsourcing, the Master Developer will deposit in advance with the Town the Town's estimated cost differential between Outsourcing and routine in-house review of the application, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the Town to obtain outside or overtime review of any submitted plats, drawings and supporting materials. All preliminary plats must be reviewed and approved by the Town Council before the final plat application is submitted.

(ii) **Progress Meetings.** During the preparation of the preliminary plats and other required materials for each phase, the Town Planning Staff, the Planning Commission, the Town Council and the Master Developer or Developer(s) may collectively or separately hold

periodic progress meetings when deemed appropriate to discuss and review the development of the Property.

(iii) **Required Changes.** If any revisions or corrections of plats or plans already approved by the Town shall be required by any other governmental entity having jurisdiction over the Property, or any lending institution involved in financing on the Property, the Master Developer and/or the Developer(s) and the Town will cooperate where appropriate to obtain or develop reasonable, mutually acceptable, alternative plats or plans. Master Developer and/or the Developer(s) shall have the sole duty and responsibility to obtain approvals as needed from any other governmental entities or agencies having jurisdiction over the Property or any portion thereof.

k. **Final Plats.**

(i) **Submission of Final Plats.** The Master Developer and/or the Developers shall prepare and submit to the Town an application for final plat approval for each phase or portion thereof, as required by the Town's Laws. The Town shall thereafter review the final plat to determine if the final plat complies with this Agreement and the Town's Laws. The Master Developer or Developer(s) shall pay any standard required fees due and owing in connection with approval of the final plat for each phase. Upon receipt of a complete final plat application, the Town will within (15) days after the application conference with Master Developer or Developer and Town staff determine if the Town wishes to obtain Outsourcing services for this application or other applications of third parties in order to complete the review of the final plat within a reasonable time. Upon request by the Master Developer, and if the Town determines in its sole discretion to utilize Outsourcing, the Master Developer will deposit in advance with the Town the Town's estimated cost differential between Outsourcing and routine in-house review of the application, and upon completion of the Outsourcing services shall immediately pay or receive

credit for any differential in the actual costs incurred by the Town to obtain outside or overtime review of any submitted plats, drawings and supporting materials. In addition, the Master Developer and/or Developer(s) shall submit to the Town specific construction plans and specifications for all required infrastructure development improvements that are required to be installed pursuant to this Agreement as to that particular area covered by the final plat, together with any other documents required by the Town pursuant to the Town's Laws. Town shall be prohibited from imposing new requirements upon the final plat not required by the preliminary plat approval, except for technical design changes required to meet engineering standards and specifications as required by the Town Engineer. All preliminary plats must be reviewed and approved by the Town Council subsequent to the Planning Commission's review and recommendation and before a final plat application is submitted for each Phase of the Project. Following approval of the final plat and obtaining the required signatures thereon, the final plat shall be recorded by the Town in the office of the Salt Lake County Recorder. The Master Developer and/or Developer(s) shall provide security as is required in paragraph 10.d. below.

l. **Architectural Requirements.** The Master Developer has prepared architectural guidelines for the Property which are incorporated into the Design Guidelines. The architecture of structures located within the Property shall comply with the Design Guidelines which shall be referenced in the Covenants, Conditions and Restrictions recorded on the Property, which Covenants are further described in paragraph 7.p. The Design Guidelines shall be subject to future amendment by Master Developer so long as the amendments are in compliance with the Design Guidelines and Town Laws.

m. **Review by Homeowner's Association.** The Master Developer or the Homeowner's Association shall review and stamp when approved all plans prior to the submittal of the plans to the Town in conjunction with a building permit

application or other application, thereby indicating that same are in compliance with the Design Guidelines. Master Developer or its assigns shall have the responsibility to interpret and enforce all Design Guidelines applicable to the Property. The Town shall have no responsibility for the interpretation and enforcement of the Design Guidelines other than requiring that all building plans have been stamped approved as set out above prior to the issuance of any building permit for any building or structure on the Property.

n. Utilities and Infrastructure.

(i) **General.** Master Developer shall install or pay for installation by the appropriate entity (natural gas, underground electrical service, telephone, cable television, storm drain, flood control, sanitary sewer, culinary water supply systems) for each phase when developed. Master Developer or Developer shall install or cause to be installed natural gas, underground electrical service, storm drain, flood control, sanitary sewer, telephone, cable television, and culinary water supply systems within that Developer's particular portion of the Property. Those installations shall be done in accordance with the design requirements and construction standards of the utility providers and the Town Engineer.

(ii) **Water Development.** Master Developer and/or the Developers shall install a culinary water distribution system to serve the Property in accordance with the Master Water Plan (see Exhibits "D-1" and "D-2") approved by the Town and the Jordan Valley Water Conservancy District. In the event the Town chooses to establish its own water department then approvals from Jordan Valley Water Conservancy District are not required. Until such time as the Town establishes its own water department, the Town agrees to support the annexation of the Property into the water district and will use its best efforts to accomplish this annexation and shall execute such documents necessary for that purpose.

(iii) **Storm Drains and Detention Basins.** Master Developer and/or Developers shall install such storm drains, channels and detention basins as required by the design requirements and construction standards of the Town and Salt Lake County Flood Control.

(iv) **Cable TV.** Master Developer shall install or cause to be installed underground all conduits and cable service lines within the Property at no expense to the Town. The conduits, cable, connections and lateral connections shall remain the sole and exclusive property of Master Developer or cable provider even though the roadways in which the cable TV conduits, cable, connections and laterals are installed are dedicated to the Town. Master Developer shall be entitled to contract with and enter into agreements with any cable TV provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV services for those dwelling units on the Property, so long as the property is private and not dedicated to the public nor in violation of federal law.

(v) **Fiber Optic Services.** Master Developer shall install or cause to be installed underground fiber optic cable, conduits, connections and service lines within the Property at no expense to the Town. The conduits, fiber optic cable, connections, and lateral connections shall remain the sole and exclusive property of Master Developer or cable provider even though the roadways in which the fiber optic cable, conduits, connections and laterals are installed are dedicated to the Town. Master Developer shall be entitled to contract with and enter into agreements with any cable provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable services for those dwelling units on the Property, so long as the property is private and not dedicated to the public nor in violation of federal law.

o. **Approval Process.**

(i) **Town's Right of Review.** Subject to the terms of this Agreement and the applicable Town's Laws, the Town shall approve the preliminary plat and final plat for each phase, together with any proposed changes therein, provided the same are in accordance with this Agreement and the Town's Laws, which Town approvals will not be unreasonably withheld. Reviews shall be conducted for the purpose of determining whether plats and other documents submitted comply with the terms of this Agreement and the requirements of the Town.

(ii) **Dedication or Donation.** The Master Developer and/or Developer(s) shall dedicate to the Town title to all public streets and public improvements, except as provided above, in each phase as such phase is developed together with public utility easements as reasonably required by the Town. All financial encumbrances on public streets and public improvements shall be released prior to dedication to the Town. Master Developer and Developer will take such action as is reasonably necessary to obtain release of any encumbrances on any portion of the Property to be dedicated to the Town at the time of final plat approval for each phase, although it is possible that some blanket easements may exist thereon. Any public improvements provided by Master Developer and developed on dedicated property shall be completed timely, with the Town reserving the right of inspection prior to accepting those improvements.

p. **Master Declaration of Covenants, Conditions and Restrictions.** Prior to the issuance of any building permits for residential, business, commercial or recreational use but excluding infrastructure, Master Developer shall prepare for review by the Town a declaration of covenants, conditions and restrictions (the "Protective Covenants") that provides for at least the matters set forth below. The Protective Covenants shall be consistent with this Agreement and the Town's Laws. Additional separate restrictive covenants not in conflict with the Protective Covenants may

be filed as to different types of property on individual plats by Master Developer or Developer(s). Master Developer shall record the Protective Covenants with the Salt Lake County Recorder. The following shall be included in the Protective Covenants:

(i) **Homeowner's Association.** The Protective Covenants provide for the establishment of a Homeowner's Association, and requirements for the purpose of preserving the quality of all development, the maintenance of the Property, and preservation of property values.

(ii) **Rules and Assessments.** The Protective Covenants shall establish the structure, procedures, authorities and remedies of the Homeowner's Association, including the rights to make assessments and to lien defaulting properties and participants.

(iii) **Architectural Guidelines.** The Protective Covenants shall reference the Architectural Guidelines as contained in the Design Guidelines and a requirement that all plans for buildings and structures on the Property must comply with the same and be reviewed by the Master Developer to assure such compliance.

8. **Payment of Fees.** Master Developer and/or the Developer(s) shall pay to the Town in a timely manner all of their respective required fees which are due or which may become due pursuant to the Town's Laws in connection with their respective developments located within the Property or any portion thereof, according to the Town's fee schedule, which fee schedule shall be subject to modification or amendment by the Town from time to time. The Town's current fee schedule is acceptable to the Master Developer. Master Developer, Developers and/or owners of any portion of the Property shall pay all standard required fees assessed by the Town in those amounts which are in effect at the time the fees are actually paid to the Town, subject to any offsets, reimbursements, and credits by the Town to the Master Developer as are set out in this Agreement. In view of the significant amount of open space in the Property that will remain undeveloped open space, any fees assessed,

charged or levied by the Town shall be applicable only on those areas of the Property that are to be developed. Designated open space that is to be dedicated or conveyed to the Town or other public entities or placed under conservation easements shall not be included as part of the "Gross Acre" for purposes of the Fee Schedule as established by the Town to assess and collect fees.

9. Reimbursements.

a. **General.** Master Developer has installed and constructed the following infrastructure and utilities listed below upon the Property at its own expense and in compliance with the Town's requirements and standards. Accordingly, Master Developer's Property shall be entitled to a full credit for any impact fees that are or may be imposed in the future by the Town to or on the Property for those services, utilities and functions listed below. The Town acknowledges that all of these items listed below have been or will be provided by the Master Developer at its own expense without expense to the Town.

b. **Parks.** Master Developer has met the Town's requirement for parks and open space in its Plan and the Property shall not be subject to any current or future park impact fees by the Town.

c. **Water.** The culinary water system on the Property has been installed and constructed by Master Developer in conjunction with the Jordan Valley Water Conservancy District and/or the Town without cost or expense to the Town. The Property shall be subject to any current or future water impact fees by the Town. Impact fees shall be levied at the time the building permit is issued by the Town and shall be established and assessed in compliance with §11-36-101, et al., U.C.A.

d. **Fire Protection.** All required fire protection requirements as required by the Town have been installed and constructed on the Property by the Master Developer without cost or expense to the Town. The Property shall be subject to any current or future fire protection impact fees by the Town. Impact fees shall be levied at the time the building

permit is issued by the Town and shall be established and assessed in compliance with §11-36-101, et al., U.C.A.

e. **Storm Drainage.** The storm drainage system has been installed and constructed by Master Developer in accordance with the Master Storm Drainage Plan adopted by the Town which is based upon a (100) year storm event in compliance with the requirements and standards of the Town Engineer and Salt Lake County Flood Control on the Property without any cost or expense to the Town. The Property shall be subject to any current or future storm drainage or control impact fees assessed by the Town. Impact fees shall be levied at the time the building permit is issued by the Town and shall be established and assessed in compliance with §11-36-101, et al., U.C.A. fees:

(i) **Impact Fee Calculation.** Any impact fees levied or assessed by the Town shall be determined on a phase by phase basis as submitted to the Town for regulatory approval pursuant to §17.20.010, et al., Salt Lake County Ordinances, adopted by the Town on May 26, 1999, using the then current and existing method and formula utilized by the Salt Lake County Flood Control Department in determining impact fees and credits or offsets for the Property.

f. **Roads and Transportation.** The roads, right of ways and transportation plan have been installed and constructed on the Property by Master Developer in accordance with those requirements and standards of the Town Engineer without any cost or expense to the Town. The Property shall be subject to any future road or transportation impact fees assessed by the Town at the time building permits are issued by the Town. At such time as the Town implements a road impact fee, Master Developer and the Town will cooperate in the implementation and administration of road and transportation impact fees assessed by the Town on the Property.

g. **5600 West Extension.** The extension of 5600 West between 13400 South and 13100 South outside of the boundaries of the Property by Master Developer at the Town's request shall entitle Master Developer to have those

reimbursement mechanisms as are set out in the terms and conditions of the Reimbursement Agreement attached as Exhibit "F."

10. **Construction Standards and Requirements.**

a. **General.** All construction on the Property shall be conducted and completed in accordance with the Town's then current Uniform Building Code, engineering standards and specifications, the provisions of this Agreement and the Town's Laws. Improvements and landscaping for the Property shall be constructed for each phase pursuant to the Master Design Guidelines. Master Developer shall cause to be constructed public improvements, including associated revegetation/restoration, as indicated in this Agreement and the Plan, as such improvements are required to provide necessary and customary access and municipal services to each phase of the Property.

b. **Building Permits.** No buildings or other structures shall be constructed within the Property without Master Developer and/or the Developer(s) first obtaining building permits and being subject to the provisions of paragraph 7.1. Building permits for a visitor's center or building models used for sales purposes only, shall be issued by the Town without the requirement of an operable water system, if so approved by the Salt Lake County Fire Department.

c. **Exclusion from Moratoria.** In the event the Town imposes by ordinance, resolution or otherwise a moratorium on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, Master Developer and Developers shall be excluded from such moratorium unless such moratorium is based wholly on considerations for the health and public safety of the citizens of the Town or the general public and the residents of the Property. The Town may invoke the provisions of paragraphs 7.j.(i), 7.k.(i) and 10.h. requiring Master Developer or Developers to assist financially in meeting the expense of outside review of plans, specifications and inspections of improvements to the Property, if the cause of

the moratorium relates to the inability of the Town to perform those identified tasks within a reasonable time.

d. **Security for Infrastructure.** Security to guarantee the installation and completion of all public improvements located within the Property on a phase by phase basis and recording of each final plat or any portion thereof shall be provided by the Master Developer and/or the Developers as required by the Town's Laws, which shall be limited to the current phase of development in the form of escrow bonds, letters of credit, cash or other security, which security shall be reduced periodically as such improvements are built by the Master Developer or Developer(s) and are thereafter inspected and approved by the Town.

e. **Town and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Master Developer and/or the Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with the Master Developer or the Developer in seeking to secure such permits from other governmental entities.

f. **Rights of Access.** Representatives of the Town shall have a reasonable right of access to the Property and any portion thereof during the period of any construction, to inspect or observe any work or proposed development on the Property.

g. **Compliance with Law.** Master Developer and/or the Developers shall comply with all applicable federal, state and local laws pertaining to Master Developer's and/or the Developer's activities in connection with the Property, and any phase thereof.

h. **Inspection and Approval by the Town.** The Town may, at its option, perform periodic inspections of any public improvements, such as streets and utilities, being installed and constructed by the Master Developer, the Developer or

their contractors. No work involving excavations shall be covered until the same has been inspected by the Town's representatives and/or the representatives of any other governmental entities having jurisdiction over the particular improvements involved. The Town shall promptly inspect any such excavations after notice by the Developer. Town shall maintain adequate staff as determined by the Town to meet inspection requirements by Master Developer or Developers. Upon request by the Master Developer, and if the Town determines in its sole discretion to utilize Outsourcing beyond those services routinely contracted for by the Town, to perform any portion of the inspection process, the Master Developer will deposit in advance with the Town the Town's estimated cost differential between Outsourcing and routine inspections, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the Town to obtain outside or overtime inspection. The Master Developer or the Developer, as the case may be, shall warrant the materials and workmanship of all improvements installed in each phase, for a period of (12) months from and after the date of final inspection and approval by the Town of the improvements in that phase. The Town shall, at the time of final approval if requested by the Master Developer or the Developer, provide written confirmation of the date of final approval and completion of the improvements for each phase.

i. **Use and Maintenance During Construction.** The Master Developer and Developers covenant and agree that during construction, they shall develop the Property for the uses set forth in the Plan, as restricted and limited by this Agreement. During construction, the Master Developer and the Developers shall keep the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall contain construction debris so as to prevent its scattering via wind and water. The Master Developer and Developers shall keep the streets free from mud and erosion debris during construction periods, and shall remove snow from and keep the streets clean and clear until acceptance of the same by the Town.

11. **Provision of Municipal Services.**

a. **Service Levels.** The Town agrees to provide or cause to be provided standard municipal services to the Property equal to the service the Town provides to all other areas of the Town.

b. **Culinary Water Service.** Culinary water service is to be provided by the Jordan Valley Water Conservancy District or provided by the Town at such time as the Town is able or chooses to provide water service at a later date to the Property. Master Developer shall enter into a mutually satisfactory agreement with the Jordan Valley Water Conservancy District for culinary water service to the Property to be provided on a phase by phase basis as plats are recorded until such time as the Town is able and willing to provide such water service.

c. **Property Master Water System Improvements.** The main water transmission system within the entirety of the Property shall be constructed by the Master Developer, and/or Developer(s) in cooperation with the Jordan Valley Water Conservancy District or the Town if and when the Town is able and willing to provide these services. These facilities may be constructed in phases in accordance with the provisions of this Agreement and consistent with the Plan, as amended from time to time. Upon completion and acceptance by the Jordan Valley Water Conservancy District of each phase or segment of the main water distribution system, ownership shall be transferred to the Jordan Valley Water Conservancy District and/or the Town. Thereafter, the Jordan Valley Water Conservancy District and/or the town shall own, operate, repair, maintain and replace the main water transmission and storage facilities in order to provide the culinary water service to the Property.

d. **Individual Phases.** The internal water distribution system within each phase of the Property shall be constructed by the Master Developer or the Developer of that phase. Ownership of such system shall be transferred to the Jordan Valley Water Conservancy District or the Town free and clear of all liens and encumbrances upon completion and

acceptance of the system by the Jordan Valley Water Conservancy District or the Town.

12. **Default.** In the event Master Developer or Developer(s), or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, then within (60) days after giving written notice specifying the default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

b. The right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular default.

c. The right to withhold all further reviews, approvals, licenses, and permits for the Property, or development of any portion thereof, until such default has been cured subject to the following:

(i) The Master Developer and/or the Developer(s) was notified in the notice of default that the defaulting party had (60) days from date of the notice to cure any default so noticed; and

(ii) The defaulting party shall be afforded the right to attend a public hearing before the City Council with regard to the default. The public hearing shall be held by the City Council at the end of the (60) day cure period; and

(iii) The City Council determines after such public hearing that future regulatory approvals on the Property should be withheld.

d. In the event any default under this Agreement is caused by acts of God or circumstances beyond the control of the Master Developer or Developer(s), the Town, after

consulting with Master Developer or Developer(s), shall grant a reasonable time for such default to be cured.

e. The rights and remedies set forth herein shall be cumulative.

f. Upon (20) days prior written request by Master Developer, the Town will execute an estoppel certificate to be provided by the Master Developer in a form acceptable to the Town to any third party certifying that Master Developer or Developer(s), as the case may be, at that time is not in default of the terms of this Agreement.

13. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Master Developer:

Rosecrest Inc.
Attn: Donald E. Wallace
2511 South West Temple
Salt Lake City, Utah 84115

Hollis S. Hunt, Esq.
Hunt & Rudd
392 East 12300 South
Draper, Utah 84020

To the Town:

Town of Herriman
Attn: Mayor
97 North Pioneer Street
Herriman, Utah 84065

John N. Brems, Esq.
Parsons, Davies, Kinghorn & Peters
185 South State Street #700
Salt Lake City, Utah 84111

Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

14. **Attorneys Fees.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

15. **Entire Agreement.** This Agreement and the exhibits attached hereto, together with those agreements listed below and their attached exhibits, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, agreements or understandings between the parties pertaining to the Property.

16. **Headings.** Headings contained in this Agreement are intended for convenience only and are not intended to be used to construe or limit the text herein.

17. **No Third Party Rights.** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Town and the Master Developer, Developers and their successors and assigns. The Town and Master Developer alone shall be entitled

to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

18. **Assignability.** Master Developer shall be entitled to freely assign Master Developer's obligations under this Agreement or any rights or interests herein. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. Master Developer shall give written notice of any such assignment of its duties and obligations to a successor-in-interest to the Town within (15) days of the actual assignment. Assignments to financial institutions and individuals for financing purposes are exempt from the notice provisions set out above. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed, except that retail lot sales to builders, homeowners and sites for commercial buildings in whole or in part are exempt from the provisions of this paragraph. Upon any such sale, Master Developer shall be released from any future obligations as to any portions of the Property conveyed to Developers. Notwithstanding anything to the contrary contained in this paragraph, Master Developer shall not be required to notify the City with regard to the sale or transfer to a bona fide homeowner, buyer, Developer(s) or commercial sales for which final plats have been approved by the City and recorded in accordance with this Agreement and which are intended for single family residential use, sales to a Developer of a multi-family site, or to commercial sites. After such transfer Master Developer shall only be liable under this Agreement as to that portion of the Property retained by the Master Developer.

19. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns. The covenants contained herein shall be deemed to run with the Property.

20. **Time Limitation.** Notwithstanding anything in this Master Development Agreement to the contrary, in the event the Property, including all phases thereof, is not fully developed within (20) years from the date of this Agreement, the Town shall have the right, but not the obligation, at the sole discretion of the Town, to terminate this Agreement.

21. **No Waiver.** Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefitted by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

22. **Severability.** If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

24. **Recordation.** This Agreement shall be recorded against the Property senior to the Protective Covenants, easements and debt security instruments encumbering the Property or any portion thereof except for those obligations previously recorded. This Agreement may be recorded by either party hereto in the offices of the Salt Lake County Recorder.

25. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

26. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

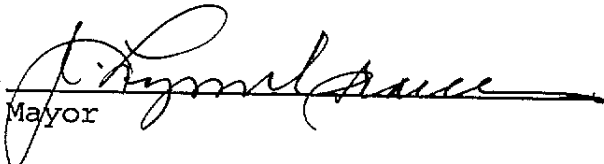
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

"TOWN"

ATTEST:

Town of Herriman


Town Recorder

By: 
Mayor

"MASTER DEVELOPER"

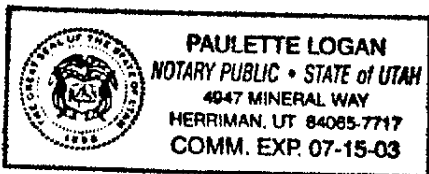
Rosecrest Inc., a Utah corporation

By: 
Its: Vice President

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the 26 day of June, 2000, personally appeared before me Lynn Crane, who being by me duly sworn, did say that he is the Mayor of the Town of Herriman, a municipal corporation, and that said instrument was signed in behalf of the Town by authority of its governing body and said Mayor acknowledged to me that the Town executed the same.



Paulette Logan
NOTARY PUBLIC

My Commission Expires:

15 July 2003

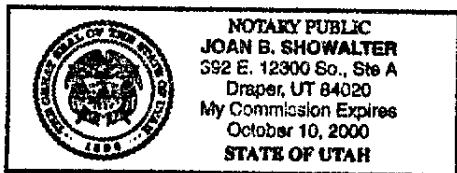
Residing at:

Herriman, Utah

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the 23rd day of June, 2000, personally appeared before me Donald E. Wallace, who being by me duly sworn, did say that he is the Vice President of Rosecrest Inc., a Utah corporation, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Joan B. Showalter
NOTARY PUBLIC

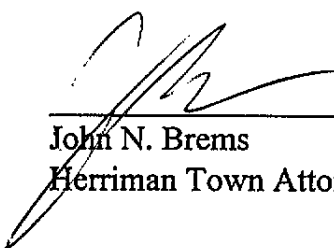
My Commission Expires:

10/10/2000

Residing at:

Salt Lake County

Approved as to form:



John N. Brems
Herriman Town Attorney

BK8379Pg6900

EXHIBIT A

BK8379PG6901

Exhibit "A"
Perimeter Legal Description

A tract of land located in Sections 1, 2, 11, 12, and 13 Township 4 South, Range 2 West Salt Lake Base and Meridian, situated in Salt Lake County and being more particularly described as follows:

Beginning at the center of said Section 2;

thence E along the centerline to the E1/4 corner of said Section;

thence S along the Section line 1388 feet, more or less, to the SE corner of the NE1/4 of the SE1/4 of said Section;

thence E 1068.06 feet;

thence N 119.6 feet;

thence S 89° 50' 30" E 258.84 feet;

thence S 0° 06' 24" W 6.65 feet;

thence S 89° 56' 38" E 670.07 feet;

thence S 110.86 feet;

thence W 669.76 feet;

thence S 597.99 feet;

thence S 0° 02' 18" W 740.0 feet, more or less, to the N line of section 12;

thence E along the N section line 3999.3 feet, more or less, to the NE corner of said Section 12;

thence S to the NE corner of Section 13;

thence S along the E line of Section 13, 2,658.83 feet, more or less, to the E1/4 corner of said section;

thence W along the centerline of the section 1324.84 feet, more or less, to the SW corner of the SE1/4 of the NE1/4 of said Section;

thence N 1,329.41 feet, more or less to the NW corner of the SE1/4 of the NE1/4 of said Section;

thence W 1,324.85 feet, more or less, to the SW corner of the NW1/4 of the NE1/4 of said section;

thence N along the centerline of said Section 13, 1329.42 feet, more or less, to the N line of said Section;

thence N along the centerline of Section 12, feet to the center of said Section;

thence W along the centerline of said Section 12 to the NE corner of the NW1/4 of the SW1/4 of said Section;

thence S to the S line of said Section;

thence W along the Section line to the SW corner of said Section 12;

thence N along the Section line 3865 feet, more or less, to the SE corner of the NE1/4 of the NE1/4 centerline of the NE1/4 of Section 11;

BK8379PG6902

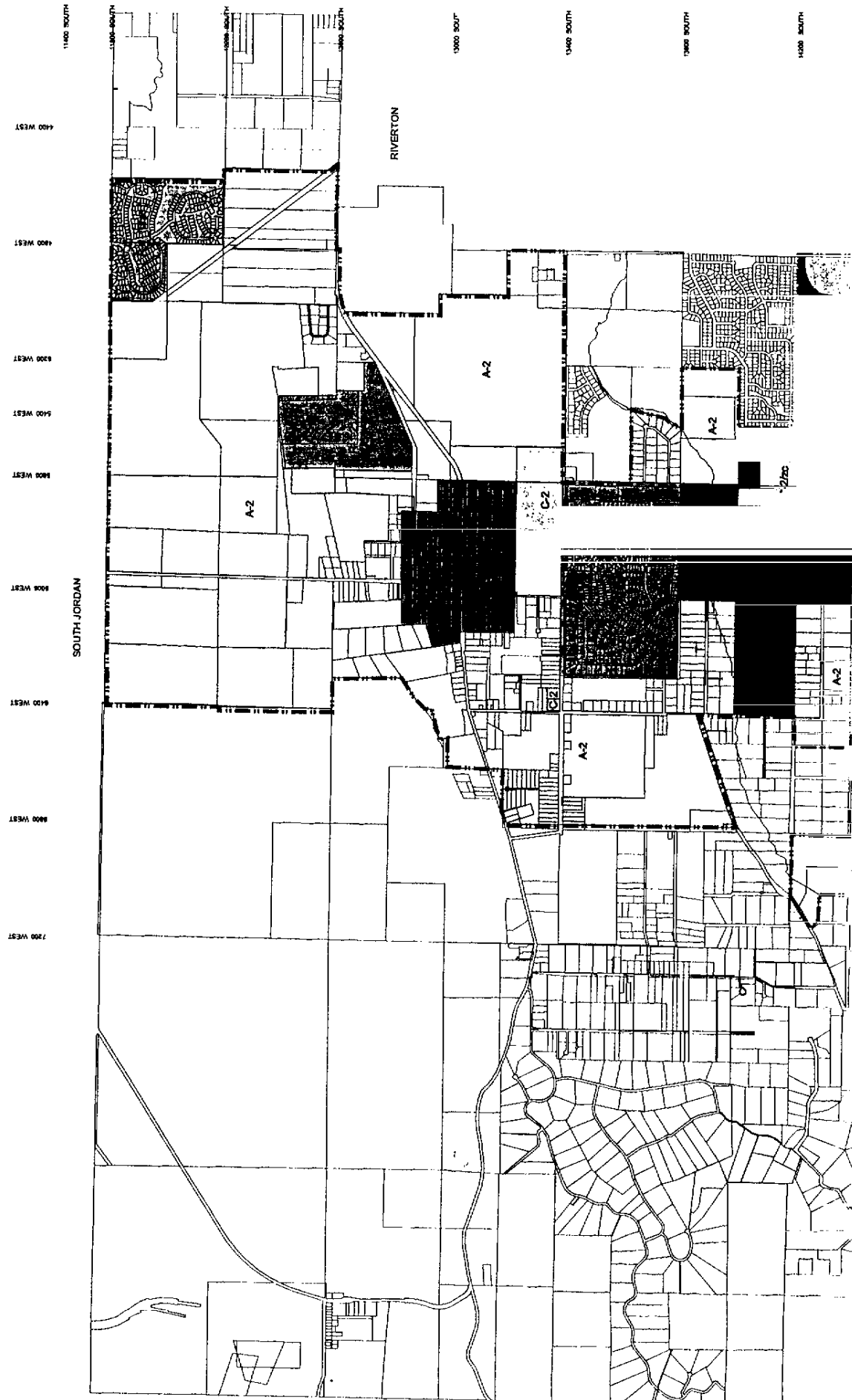
thence W to the SW corner of the NW1/4 of the NE1/4 of said Section 11;
thence N along the centerline of said Section to the S line of Section 2;
thence W along the Section line to the SW corner of said Section 2;
thence N along the section line to the NW corner of the SW1/4 of the SW1/4 of said Section;
thence E to the NE corner of the S1/2 of the SW1/4 of said Section 2;
thence N to the point of beginning.

BK8379PG6903

EXHIBIT B

BK8379PG6904

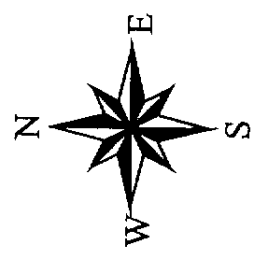
HERRIMAN ZONING (EXHIBIT B)



BK 8379PG 6905



1400 SOUTH
1600 SOUTH
1800 SOUTH
1900 SOUTH
1900 SOUTH



5/18/2000

LEGEND

- | | | | |
|--|-----------|--|-------------|
| | A-1 | | OP |
| | A-2 | | R-1-10/zc |
| | C-2 | | R-1-15 |
| | C-2/zc | | R-1-21/zc |
| | FR-2.5 | | R-M/zc |
| | FR-2.5/zc | | C-1 |
| | FR-5/zc | | CITY LIMITS |



BK8379PG6906

EXHIBIT C

BK8379PG6907



The information depicted on this plan is preliminary in nature and is subject to modification and revision. All land uses, acreage calculations, density calculations, lot sizes, road widths and locations of various components of the plan are based on preliminary data, topography boundaries and design parameters.

Revision Dates and Descriptions

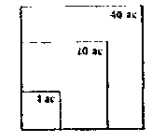
1	REVISED PARCEL BOUNDARIES	2	12	99
2				
3				
4				
5				
6				
7				

13400 South

13800 South

14400 South

14800 South



0' 400' 800' 1600'
Scale 1" = 800'
January 11, 1999 ©



SF Development, LLC
2511 South West Temple
Salt Lake City, Utah 84115
(801) 461 - 9700



Tully Design Group, Inc.

Landscape Architecture
Community Design
Urban Planning

277 East Yale Avenue
Salt Lake City, Utah 84105
801-555-9900
Fax: 801-555-9974

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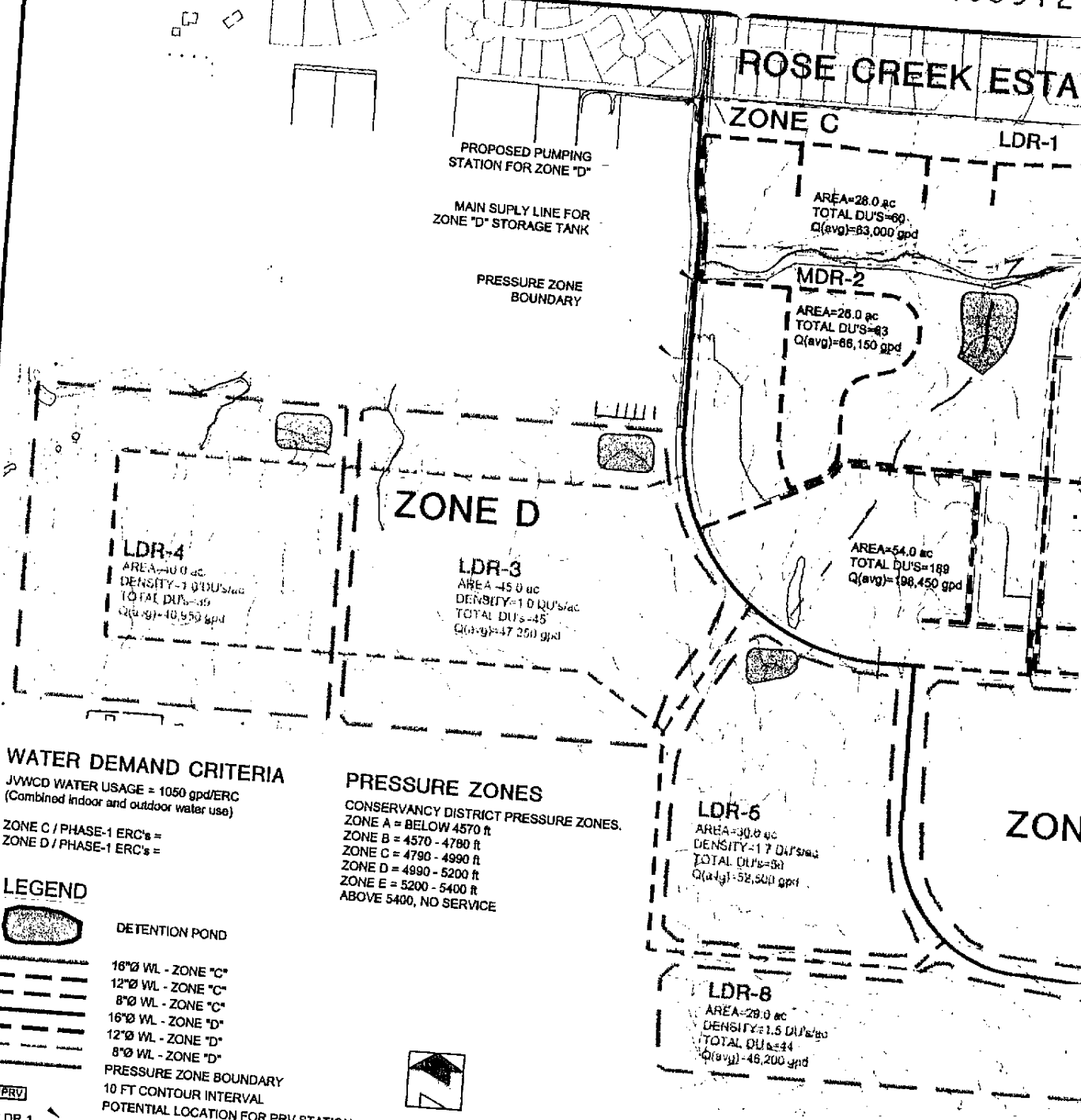
EXHIBIT D

BK8379P86910

✓
BK8379PG6911



001-078-111 001-078-111 001-078-111



WATER DEMAND CRITERIA

JVWCD WATER USAGE = 1050 gpd/ERC
(Combined indoor and outdoor water use)

ZONE C / PHASE-1 ERC's =
ZONE D / PHASE-1 ERC's =

PRESSURE ZONES

CONSERVANCY DISTRICT PRESSURE ZONES.

- ZONE A = BELOW 4570 ft
- ZONE B = 4570 - 4790 ft
- ZONE C = 4790 - 4990 ft
- ZONE D = 4990 - 5200 ft
- ZONE E = 5200 - 5400 ft
- ABOVE 5400, NO SERVICE

LEGEND



DETENTION POND

- 16"Ø WL - ZONE "C"
- 12"Ø WL - ZONE "C"
- 8"Ø WL - ZONE "C"
- 16"Ø WL - ZONE "D"
- 12"Ø WL - ZONE "D"
- 8"Ø WL - ZONE "D"

PRESSURE ZONE BOUNDARY

10 FT CONTOUR INTERVAL

POTENTIAL LOCATION FOR PRV STATION

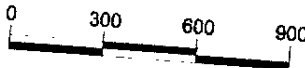
PHASE-1 TEXT

PHASE-2 TEXT

PRV

LDR-1

MDR-7



ROSECREST
WATER DISTRIBUTION MASTER PLAN
EXHIBIT D-1

Design: EAJ
 Drawn: EAJ
 Checked: JRL
 Reviewed: HWP

BINGHAM ENGINEERING

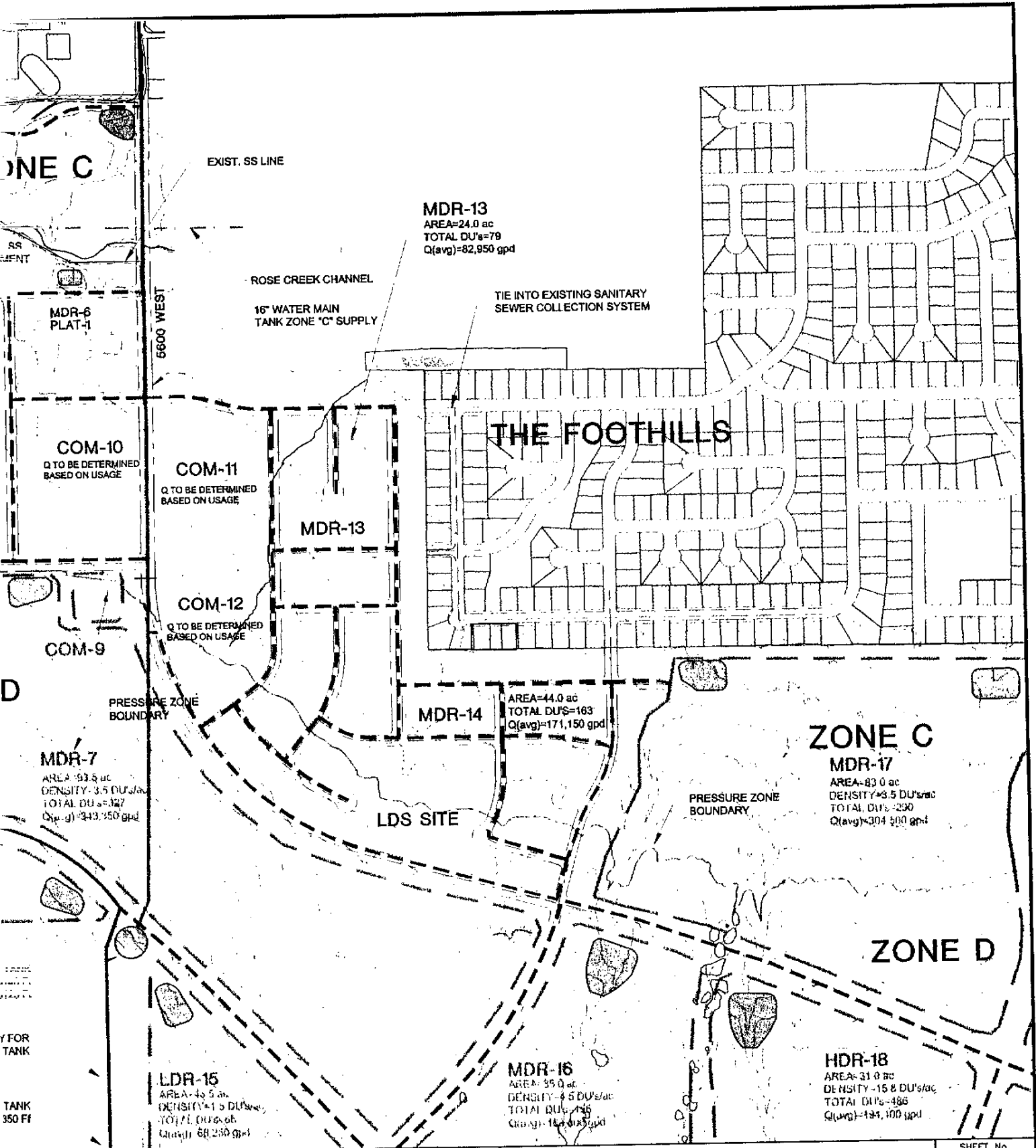
SALT LAKE CITY - (801) 532-2520

Seal:

Date

Remarks / Revisions

Rev. B



0" = 1"
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET
 ADJUST SCALES ACCORDINGLY.

Date: 08-11-99 Proj #: 3443

SF DEVELOPMENT, LLC

**ROSECREST, PHASE-1
 WATER DISTRIBUTION
 MASTER PLAN**

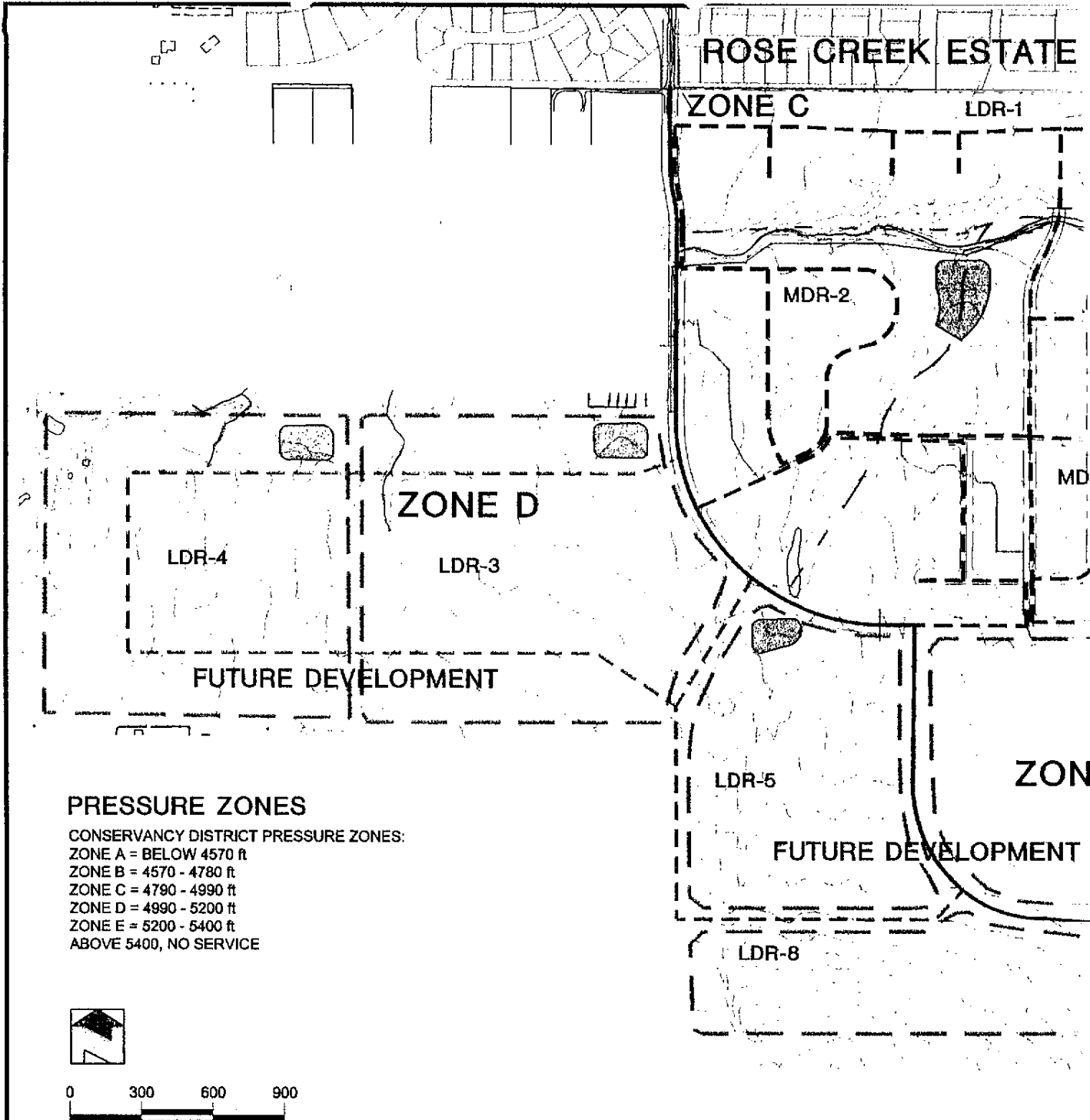
CLIENT: SF DEVELOPMENT, LLC
 2511 So. WEST TEMPLE
 SALT LAKE CITY, UT 84115
 TEL. 801-461-9700



ROSECREST

SHEET No.
1
 OF
2
 CLIENT JOB No.

2 BK8379PG6914



ROSECREST WATER DISTRIBUTION PRESSURE ZONES EXHIBIT D-2

Design: EAJ
 Drawn: EAJ
 Checked: JRL
 Reviewed: HWP

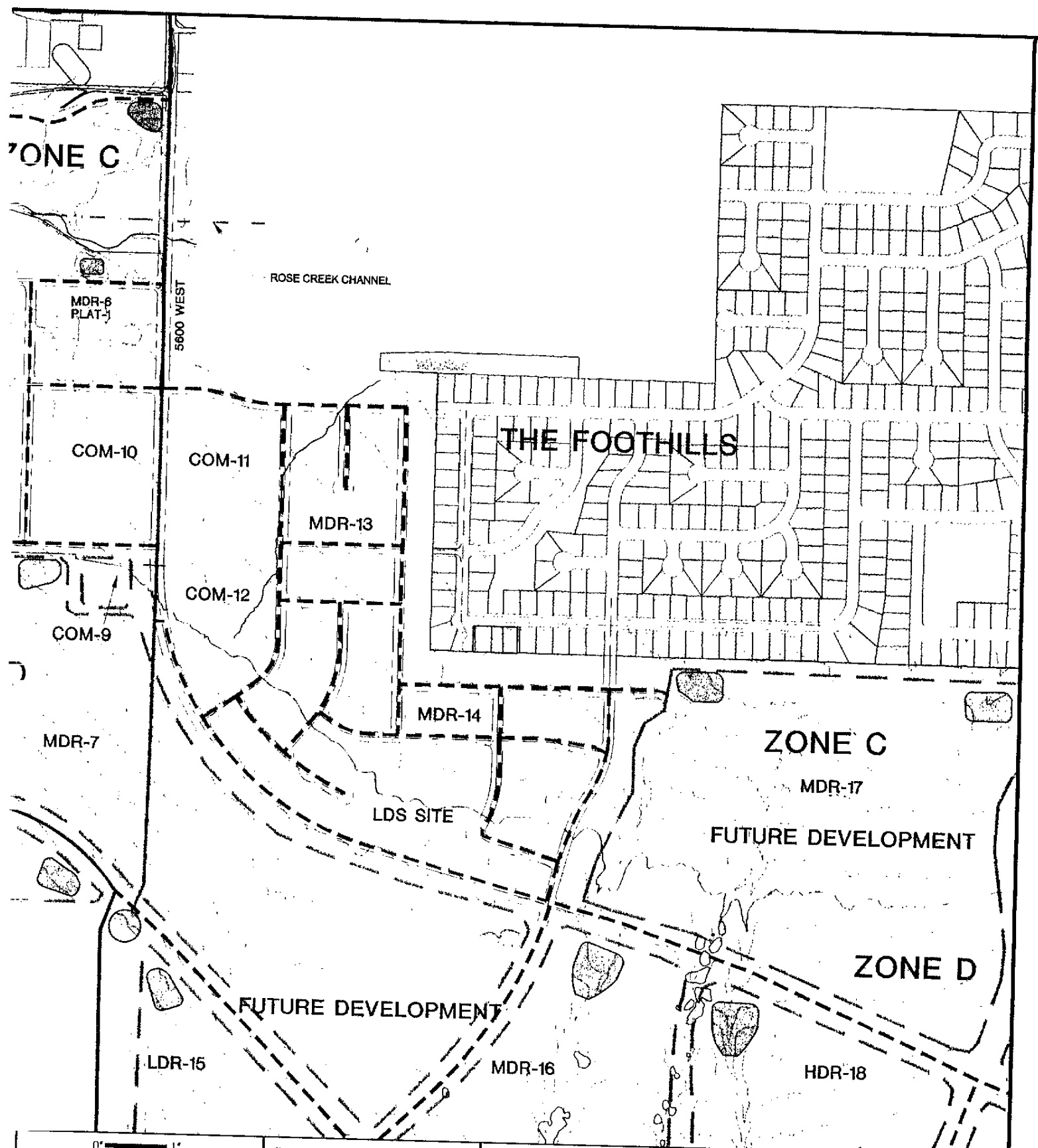
**BINGHAM
 ENGINEERING**
 SALT LAKE CITY -- (801) 532-2520

Seal.

10-29-99
 Date

PRESSURE ZONE BOUNDARY
 Remarks / Revisions

1
 Rev.



0" = 1"
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET
 ADJUST SCALES ACCORDINGLY.

Date: 08-11-99 Proj.# 3443
 SF DEVELOPMENT, LLC

**ROSECREST, PHASE-1
 WATER DISTRIBUTION
 MASTER PLAN**

CLIENT: SF DEVELOPMENT, LLC
 2511 So. WEST TEMPLE
 SALT LAKE CITY, UT 84115
 TEL. 801-461-9700



SHEET No.
2
 OF
 2
 CLIENT JOB No.

PKR379PG6916

EXHIBIT E

BK8379PG6917

Design Guidelines

Rosecrest

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SINGLE FAMILY RESIDENTIAL DEVELOPMENT

1.0 INTRODUCTION

The information in the Rosecrest Design Guidelines for Single Family development is intended to govern the appearance and use restrictions within the Rosecrest Development. The rules and regulations within this document will help to ensure the visual quality and desirability that form the basis for investing in the Rosecrest Development remain stable for both current and future residents. These guidelines, in addition to the following documents:

Rosecrest Master Development Agreement (RMDA)

Rosecrest Master Plan (RMP)

Rosecrest Covenants, Conditions and Restrictions (CC&R's)

Herriman Development Code (HDC)

shall guide the decisions that are made by the Rosecrest Design Review Committee (RDRC) when reviewing applications for development or construction. The Design Guidelines shall serve to modify existing municipal ordinances as allowed within the scope of both the RMDA and the CC&R's.

2.0 DESIGN GUIDELINES

2.1 Purpose and Intent •

These guidelines are intended to govern all Single Family Detached Residential development and construction within the Rosecrest Development. Fee simple ownership of individual lots for homes shall be governed by this document. Condominium forms of ownership shall be governed by the Design Guidelines for Multi-Family Development even if the homes are detached.

2.2 Use of Guidelines •

The RDRC shall utilize these guidelines when reviewing applications for Single Family multi-family and commercial construction. These guidelines shall be made available to each lot owner at the time of closing. Copies of these documents shall be available for review at the offices of Rosecrest, Inc.

("Rosecrest") during normal business hours. Additional copies may be purchased for a nominal fee that is determined solely by the RDRC.

2.3 Compliance with Guidelines •

All Single Family Residential construction shall conform to these guidelines. This includes all new construction, modifications or additions to existing structures that may or may not require the issuance of a building permit. Landscaping, grading and site development work within the boundary of an individual lot is also covered by the requirements of this document. The guidelines shall equally be applied to both developer initiated construction as well as that of individual lot owners.

2.4 Modification of Guidelines •

These Guidelines may be modified in an effort to respond to future development or issues within the Development. The text of all such modifications shall be posted in a prominent location within the Rosecrest Development and shall be available for review at both the Herriman City Hall and the offices of Rosecrest. The RDRC may enact, modify or reject any proposed modifications following a two week period of review in which written comments can be received. The modifications shall become effective upon a positive two thirds vote by the RDRC.

2.5 Special Conditions, Variances and Exemptions •

The RDRC may grant a variance or exemption from any section of this code upon completion of a review hearing to be held before the RDRC. The exemption shall be based upon a finding that strict conformance to the requirements would:

- a). create an unreasonable hardship or burden,
- b). would not have a substantially adverse effect on the Owners or Occupants of neighboring parcels and
- c). is consistent with the original design intent for the Rosecrest Development.

A two thirds majority vote in favor of the variance by the RDRC is required for approval.

2.6 Resolution of Conflicting Conditions or Codes •

When a conflict arises between various governing documents the RDRC shall issue a 'Statement of Resolution'. In general, the order of priority for ruling documents shall be as follows:

1. Rosecrest Master Development Agreement
2. Rosecrest Conditions, Covenants and Restrictions
3. Rosecrest Design Guidelines
4. Herriman Development Code

The RDRC shall then correct the conflict between the documents whenever possible through the modification process described herein.

3.0 DESIGN REVIEW PROCESS

The process for reviewing single family residential applications within Rosecrest shall be as follows:

3.1 Rosecrest Design Review Committee •

The Rosecrest Design Review Committee (RDRC) shall be appointed by Rosecrest. The committee shall contain no fewer than three members nor more than seven. Members shall be appointed by Rosecrest to serve on the committee at the pleasure of Rosecrest. The RDRC shall meet at least once per month or as needed to review applications for construction in a timely manner. Members of the RDRC may be compensated for their time in reviewing applications.

3.2 Review Submittals •

Three sets of plans detailing any improvements or changes to a lot or dwelling shall be submitted to the RDRC for approval based on the schedule described below. All plans shall be drawn to scale where appropriate, and sheet size should not exceed 24" x 36". The plan submittal shall include the following information:

- A. Rosecrest Design Review Committee Review Application
- B. Site Development Plans that include the following:
 - Lot boundary and dimensions
 - Locations of easements, rights-of-way and setbacks
 - Locations of any existing improvements or landscape elements

- Location and size of all proposed improvements
- C. Elevations of any architectural element or improvements
- D. List of all exterior materials and colors (where appropriate)
 - Samples of any unusual or custom materials
- E. Landscape plans and plant materials (where required)
- F. Any additional information as required by the RDRC
- G. Rendering or picture of structure or modification proposed

3.3 Multiple Copies of Same Floor Plan ●

A developer that proposes to build multiple copies of the same home must provide this information for each model. All variations of Elevations for the model must be approved by the RDRC. Additionally, the developer must submit all required site plan information to the RDRC for review each time the floorplan is to be placed upon an individual lot within the development. Multiple copies of the same home can only be constructed in accordance with the applicable rules within these guidelines which require the following:

Multiple copies of same floor plan can be constructed every third house on the same side of the street. There must be at least (2) houses of differing floor plans between duplicative or the same floor plan. To modify a duplicative floor plan so that it is not considered to be the same, the builder of owner must consider the following design changes:

- Alter the roof lines
- Change color schemes
- Siding textures altered
- Move garages
- Increase or alter windows
- Increase or alter covered porches
- ** Any changes subject to approval by RDRC

3.4 Review Schedule and Fees ●

All plans submitted to the RDRC for approval will be reviewed within 30 days from the date received at the development office. A reasonable fee may be charged for the review process. Any unusual request for construction may require the review of an expert in the field or a consultant. Fees for such review will be charged to the applicant. All review fees must be paid at the

time of submittal or upon notification that a consultant will be used to complete the review.

A builder that proposes to construct multiple copies of the same home may request an adjusted fee schedule for reviews by the RDRC.

Applications, plans and fees shall be submitted to:

Rosecrest Design Review Committee
2511 South West Temple
Salt Lake City, Utah 84115
(801) 461-9700
(801) 461-9722 / Fax

3.5 Changes After Final Review ●

There may be occasions when an Owner desires to make a change that significantly affects the exterior of the building or the site after construction documents are reviewed. A significant change shall be one that affect more than (10) percent of the total area of any given building elevation or site plan. When an applicant wishes to make such a change, which deviates from the plans as approved by the RDRC, the applicant must submit a written request to the RDRC along with a set of plans that clearly delineates the proposed change. The RDRC shall respond to such request within (30) days from the date of submittal. No changes will be allowed unless approved by the RDRC. The RDRC reserves the right to charge an additional fee for this review process.

3.6 Decisions ●

The RDRC shall review all submitted applications and shall furnish a written decision to the applicant setting forth the reasons for it decision, including the nature of any objections it has to the request. If the RDRC fails to review an application within the (30) day period then the application shall be deemed approved (except for variance requests, see below). The RDRC shall determine whether an application is complete and in compliance with these guidelines. Incomplete applications will be returned to the applicant for re-submittal. In addition, the RDRC may disapprove any application if the RDRC, in its discretion, believes the applicant has not provided sufficient or accurate information or has not complied with the intent of these Guidelines.

If a request for a variance is not acted upon within (30) days it shall be considered a disapproval.

All decisions of the RDRC shall be reported to the Herriman Planning Department and shall become a part of the official file for each lot or building parcel. Two sets of approved plans shall be returned to the applicant and one set shall be retained by the RDRC until construction of the proposed improvements are completed. At that time the RDRC may dispose of the retained drawing and submittal package. The applicant will be required to submit one approved submittal package to the Herriman Building Department with the building permit application.

3.7 Appeals •

An applicant aggrieved by a decision of the RDRC may appeal the decision in writing or request a variance from the RDRC. Such appeal or variance request must be made within (10) business days after the decision of the RDRC and must be accompanied by a copy of the written decision of the RDRC, copies of the prior submittal application and any relevant additional information or explanations relevant to the appeal. If a decision of the RDRC is overruled on appeal on any issue in question, the prior decision of the RDRC shall be deemed modified to the extent specified. Any decision of the RDRC shall be deemed final after the (10) day appeal period has expired.

3.8 No Liability for Approval of Plans •

Any approval of plans, specifications or proposed construction given by the RDRC, or its designees, shall be only for the purpose of permitting construction of the proposed improvements within the Rosecrest Development as they relate to these Guidelines. Such approval shall not constitute compliance with any applicable City, County, State or Federal laws or regulations. Such approval shall not constitute an approval or endorsement of the quality of architectural and engineering soundness of the proposed improvements. Neither the RDRC nor Rosecrest shall have any liability in connection with or related to approved plans, specifications or improvements.

3.9 Accuracy of Information •

Any applicant submitting plans to the RDRC shall be responsible for verifying the accuracy of all components of the submittal package. The RDRC reserves

the right to reject any application based upon the suspicion that the submittal does not accurately reflect ground or building conditions.

Approval of an application by the RDRC does not constitute actual or implied warranty with regard to site or building conditions.

4.0 SITE DEVELOPMENT STANDARDS

Proposed construction of improvements within lots and building sites for Single Family homes shall be reviewed and approved according to compliance with the following standards.

4.1 Setbacks •

Residential building setbacks within Rosecrest shall vary according to lot size. Setbacks are listed in the following chart. Additional setback modifications may be required along certain collector roadways as designated by the RDRC. Easements for utilities and drainage may exist along individual lot lines. These easements may be greater than the required setbacks that are listed below. All builders and homeowners shall be required to show any easement that affects the building lot on the documents that are submitted to the RDRC for review and approval.

Primary Structures -

Lot Size	Front	Rear	Side Yard
6,000 - 7,999 s.f.	20'	25'	5' min./12' total
8,000 - 10,999 s.f.	20'	25'	6' min./14' total
11,000 - 14,999 s.f.	24'	30'	8' min./20' total
15,000 - 42,999 s.f.	30'	30'	8' min./20' total

Additional Setbacks -

Detached Garage & Accessory Building	- Min. 2' Side and Rear Setbacks
Front Porches and Entry Steps	- May Reduce Front Setback by 4'
Corner Lots	- Min. 2nd Front Setback of 20'
Rear Decks - 2' Above Grade	- Min. 6' Side/15' Rear Setback
Patios, Decks and Walks - at Grade	- 2' Side/4' Rear

4.2 Building Heights •

All Detached Single Family Residential construction shall be governed by the height restrictions as described in the Herriman Town Code (HDC) with the exception that detached garages or accessory buildings in the rear of the lot may not exceed 16' as defined under the Code. No second level shall be allowed in detached garages.

4.3 Garages and Accessory Buildings •

The use of side turned garages is encouraged. Garages may be attached or detached from the primary residence. Front-loading garage doors must not protrude in front of the main building facade without specific approval of the RDRC. For exceptions to this provision, see section 10.2 for examples of appropriate protruding garages. Buildings with front-loading garages flush with front of main building facade must have a covered porch. Garages will be allowed to protrude beyond main building facade up to the end of porch. Other front-loading garages will be evaluated on a case-by-case basis by the RDRC. The visual image of attached garages should be minimized in the streetscape. This may be accomplished by the use of structural elements, variation within the building facade or decorative elements on the garage facade. Front porches and building entries may protrude in front of the garage as allowed by the lot setback. Detached garages must be similar in style and color to the primary residence. A detached garage must be placed within the rear yard area of the lot and must be clearly shown on the site plan that is submitted for review.

Accessory buildings shall be of a permanent nature and must be of similar construction, materials and color as the primary residence. All Accessory Buildings must meet required setbacks as specified in this document.

4.4 Porches, Decks and Overhangs •

Covered porches, decks and overhangs are encouraged to provide variety to the building facades of each residence while maintaining architectural integrity and unity within the structure. The appearance of 'add-on' elements should be avoided by integrating these elements into the design of the structure.

5.0 ARCHITECTURAL STANDARDS

The architectural patterns within the Rosecrest Development will encompass a wide variety of styles due to the broad spectrum of lot sizes and housing types that are anticipated. The RDRC shall have broad discretionary powers in the review and approval of architecture.

5.1 Style and Character •

The general style and character of each residence shall be appropriate to the size of the lot, the location within the Development and topography. Homes on sloping lots that result in large retaining walls due to the poor integration of the home and topography may be denied by the RDRC. The incorporation of dormers, porches, wide roof overhangs and similar elements into the design of the home is encouraged. Suggested Architectural patterns or styles are included in Section 10.2 of this document. These patterns are to be used as a guideline in designing homes for Rosecrest. The RDRC may approve additional building styles based on location and merit.

5.2 Building Size •

The minimum building size for the Rosecrest development shall be regulated based on lot size according to the following chart. Square footage shall be based on above grade livable space. Garage square footage and finished space in accessory buildings may not be included in the total square footage.

Minimum Building Size (in Square Feet)

Lot Size	Rambler	Tri-level	Two-story	Split-Entry
6,000 - 10,999 s.f.	1,050	1,400	1,550	1,550
Above 11,000 s.f.	1,200	1,600	1,700	1,700

Variances for minimum building size requirements will be considered for homes with a minimum of 40' frontage. Such homes should feature significant architectural details to offset small building and to receive RDRC approval.

5.3 Exterior Materials and Colors •

All exterior materials shall be suitable for the climate and exposure with a minimum of deterioration and wear. Materials shall be selected that will be maintenance free. The RDRC may reject any architectural material that it

deems to be of inferior quality or problematic with regard to the intended use. New materials will be considered for use in the Development as they are developed by the building industry.

Architectural colors shall be harmonious with the setting and the neighboring properties. Subtle or muted tones as well as earth tones are best for the dominant areas of the structure. Bright colors are acceptable for use in accent and trim areas only. Roof colors will be evaluated as they relate the character of the home as well as for compatibility with the neighboring structures.

5.4 Elevations •

The exterior of each home must meet or exceed the following minimum standards for finish and materials. All windows and doors should be trimmed or set apart from the plane of the facade by accent colors. The use of shutters or similar exterior trim elements is encouraged.

Front Building Elevation - Brick, rock or stone must be used for the finish system on the front building facade. Brick or stone shall be used on the front elevation to show significant masonry architectural detail in the form of vertical accents. However, other architectural details may be used in lieu of brick/stone if approved by the RDRC. Manufactured materials may be substituted for real stone products. The remainder of the front elevation may be finished with a combination of stucco or brick products. The use of more than three finish materials in the front elevation is discouraged. The use of vinyl and aluminum siding on the front building facade is prohibited without prior approval of the RDRC. For lots above 11,000 s.f., the use of stucco, brick and stone instead of siding is strongly encouraged.

Side and Rear Building Elevations - Stucco, or siding products may be utilized on the side and rear elevations. A minimum (4) inch corner board must be used on all siding products. The use of more than three exterior finish materials on one house is discouraged. A minimum of one window per elevation per floor is required.

5.5 Roofs •

Roof planes for lot sizes 6,000 s.f. - 10,999 s.f. shall have a minimum pitch of 4:12 (vertical to horizontal). Roof planes for lots above 11,000 s.f. shall have a minimum pitch of 5:12. Lesser pitches may be utilized on small areas

of the roof plane such as shed dormers and patio or porch roofs. The design of the roof should appear as an integrated architectural element. 20 year, asphalt composite shingles are the minimum required for roofs in the Rosecrest development. For lots above 11,000 s.f., 25 year, architectural grade roof is required. Other shingle materials that meet or exceed the minimum requirement may be approved by the RDRC.

A minimum fascia height of 4" shall be required for all homes. These elements shall be finished to match the finish and color of the home. Exposed rafters and open soffits shall only be allowed by the RDRC when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted to match the building. Soffit and fascia finish materials must be approved by the RDRC.

5.6 Porches and Decks •

The use of covered porches and decks to extend the living area outdoors is encouraged. Front porches may extend into the front setback area as allowed in Section 4.1 - 'Setbacks'. All porches shall be covered and shall be a minimum of 25 square feet. Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided. The RDRC may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure.

5.7 Fencing and Walls •

Fencing and walls around residential lots is permitted. All fences, walls, and screening must comply with the following standards. No chain link fencing shall be permitted with the exception of sport court fencing and small dog runs within the individual rear lots. Chain link fences, when allowed by the RDRC, must be vinyl coated with a dark color and must be of a small mesh style (1" opening maximum). All fences on sloping lots must comply with these standards while stepping with the grade with the exception that open, three rail fences may follow the contour of the lot. The top rail of stepped fences must be constructed in a level plane. On stepped fences the height shall be measured at a point that is midway between the posts. Fences must step in four or eight-foot lengths as determined between posts.

Common fence standards will be determined by the RDRC for areas along collector roadways, commercial areas, Development open spaces and parks. (See Section 10.3 for design details)

Park Strips - White poly-coated privacy fence, 6' in height on all double fronted lots.

Front Yard - The maximum height of any fencing, wall or screening in the front yard setback area of the lot shall be 36". Accent posts or columns may be used that exceed 36" provided they do not exceed 10 percent of the lot frontage. The maximum height of any front yard structure may not exceed 96". Front yard fencing, walls and screening shall be constructed of sound materials and shall match or complement the primary residential structure (arbors, trellises, bird houses) with regard to materials and color. Care must be taken at driveway entrances and at corner lots to not intrude on visual clear zones for traffic safety at intersections. The maximum opacity for any fence, wall or screen in the front yard setback shall be 70 percent. This shall be calculated by comparing the solid areas of the fence to the total height of the fence times the lot frontage.

Rear and Side Yard - The maximum height of any fencing, wall or screening in the rear or side yard setback area of the lot shall be 72". Accent posts or columns may be used that exceed 72" provided they do not exceed 10 percent of the rear lot boundary distance. The maximum height of any rear yard, non-habitable or landscape structure (gazebos, playground equipment, etc.) may not exceed 144". Rear and side yard fencing, walls and screening shall be constructed of sound materials and shall match or complement the primary residential structure with regard to materials and color. Side yard fencing on corner lots shall be treated as a front yard fence and must not intrude on visual clear zones for traffic safety at intersections. The maximum opacity for any fence, wall or screen in the rear or side yard setback may be 100 percent. This shall be calculated by comparing the solid areas of the fence to the total height of the fence times the lot side and year boundary distance.

5.8 Garages •

Each home is required to have a two-car garage. The garage may be attached or detached from the main structure. All garages must match or complement

the design of the home. The finish materials of the garage must match the finish of the home.

5.9 Contemporary and Technological Conveniences •

New products and technological conveniences such as satellite dishes may be evaluated and regulated as to location and use by the RDRC. Satellite dishes larger than 24 inches in diameter and radio and TV antenna taller than 8 feet shall not be permitted except by special permission from the RDRC. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered a 'Conditional Use'. As such, the permit may be withdrawn by the RDRC upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within 30 days of cancellation of the permit.

5.10 Accessory Commercial Uses •

Home offices are permitted in the Rosecrest Development provided they meet all requirements as specified in the town of Herriman Code and a commercial business license has been issued by the town. The RDRC must also be notified by the applicant of the request for a business license. Additional restrictions may be requested by the RDRC at the time the license is issued.

6.0 LANDSCAPE STANDARDS

The following landscape standards shall apply to all Single Family lots or development. The Owner or Applicant for RDRC approval shall be required to implement these standards.

6.1 Landscape Planting •

Each lot or residential parcel shall meet or exceed the following landscape standards:

Front Yard Landscaping - The front yard area of each lot or parcel must be landscaped by the homebuilder at or prior to the homebuilder closing a sale to a homebuyer. The homebuilder shall be allowed to install front yard landscaping within 150 days after issuance of the 'Certificate of Occupancy' when closings occur during fall and/or winter months. The minimum

requirements for front yard landscaping (based on square footage of front yard area) is as follows:

- A. 1 tree (1 1/2" caliper min.) located between the walk and home
- B. 3 shrubs (5 gallon) per 600 s.f.
- C. 1 evergreen shrub (5 gallon) per 600 s.f.
- D. Minimum 2 Street Trees (2" caliper min.) or 1 Street Tree (2" caliper min.) per 25' of frontage (i.e. 75' frontage requires 3 trees), whichever is greater.
- E. Sod or hydroseeded grass.

Street trees shall be located within the park strip between the sidewalk and curb. Clear zones for visibility and safety must be considered when locating street trees on corner lots. All street tree species shall be in conformance with the 'Master Street Tree Plan' shown in section 10.1. Any tree that is placed in the park strip that is contrary to the 'Master Street Tree Plan' may be removed by the RDRC at the lot owner's expense.

The balance of the front yard shall be landscaped with sod, ground cover or planting beds. Visual clearance for driveways and streets must be maintained.

Rear Yard Landscaping - The rear yard area of each lot or parcel must be landscaped by the homeowner within 180 days of issuance of the 'Certificate of Occupancy'. The minimum requirements for rear yard landscaping is as follows:

- A. 2 Trees (1 1/2" cal. min.)
- B. Sod or hydroseeded grass.

The balance of the rear yard shall be landscaped with sod, ground cover or planting beds, or vegetable garden.

Side Yard Landscaping - The side yard area of each lot or parcel must be landscaped by the homeowner within 180 days of issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of sod or hydroseed, ground cover or planting beds. On corner lots, the side yard facing the street shall be treated as a front yard and landscaped accordingly by the homeowner.

All lots are required to install automatic irrigation systems within 180 days of certificate of occupancy of the residence. Owners are encouraged to install irrigation systems prior to the installation of any landscaping. Irrigation systems must provide coverage within the front or side yard park strips. The use of water conserving drip irrigation system is encouraged.

6.2 Erosion Control Planting or Measures •

All graded areas of any lot may be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the home, the lot and any drainage easements that may exist along the lot boundaries. Homeowners may not alter or remove any existing erosion control or drainage system improvements without prior approval from the RDRC. Erosion control plans shall be submitted to the RDRC for review and approval.

6.3 Park Strips, Easements and Rights-of-Way •

6.3.1 Front or Side Yard Park Strips

The planting of the front or side yard park strip is required to be completed by the homeowner within 150 days of issuance of the 'Certificate of Occupancy' for each residence. Planting shall consist of sod and flowerbeds as desired by the homeowner. Trees shall be placed within the park strips and must be selected from the approved street tree list and coordinated with the 'Street Tree Master Plan'. The lot owner is responsible to maintain the park strip area in a healthy and weed free condition. Any lot that shares a boundary with an access easement (except for public trail or landscape easements) to a common area or facility must also landscape and maintain the easement. Public trail and landscape easements will be planted and maintained by the Homeowner's Association or an appropriate governmental authority.

6.3.2 Rear Yard Park Strips - Double Fronted Lots

In Phases IA, B, C and D, there exists certain double fronted lots (those lots with park strips at the front and rear of each lot) that are located adjacent to collector streets within the Rosecrest Development. The rear yard park strip shall consist of a planter strip 10 feet wide and a 5 foot sidewalk which are to be constructed, installed, landscaped,

irrigated and maintained by Rosecrest for a period not to exceed 5 years after installation. At the expiration of the 5 year period of time, Herriman Town shall assume all responsibility for the landscape and maintenance of these rear yard park strips within the development phases stated above. Park strips and sidewalks from back curb for the 5 foot sidewalk and 10 foot park strip for a total of 15 feet shall be dedicated to Herriman Town upon recordation of each phase plat who shall have ownership of the property in question.

6.3.3 Island Park Strips on Abbreviated Frontage Roads

On all developmental phases from Phase 1E and all such future phases, those lots adjacent to a collector road which front on an abbreviated frontage road (a one way frontage road 15 feet wide) a residual island park strip shall be constructed, installed, landscaped, irrigated and maintained by the adjacent homeowner for that area within the extension of the lot's side yard boundaries of the lot owner as if the side yard boundary extended across the abbreviated frontage road to and across the island park strip. However, the island park strip shall be dedicated to Herriman Town and shall not be owned by the adjacent property owner who shall have the landscaping and maintenance responsibilities. The requirements for automatic sprinkler systems and planting materials as are set out in 6.0 inclusively and shall be required for island park strips.

6.4 Preservation of Existing Trees and Revegetation ●

Significant areas of native trees or exceptional specimens of native trees may exist within the Rosecrest Development. These trees should be identified on the RDRC submittal plans. Care should be taken to preserve as many of these native trees as possible within the building lots. Wherever possible, development plans shall strive to locate native trees in common areas.

6.5 Plantings Adjacent to Development Open Space ●

Private residential plantings along Development open spaces should be planned to provide for screening and privacy where desired by the homeowner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation this will help to minimize weed intrusion into the residential landscape. Placement

of private landscaping within the common area is not permitted. Any such plantings may be removed by future development without notice or compensation to the homeowner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted.

6.6 Recommended Plant Materials ●

Plantings within the Rosecrest Development common areas and rights-of-way park strips shall be selected from the approved list in Section 10.1 - 'Recommended Plant Materials'. Lot owners should use this list as a guide for their planting plans within the development. Plants listed as 'Prohibited' are not allowed within the Rosecrest development.

6.7 Maintenance ●

Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes the area between the street curb and "park strip" behind the curb. All landscaping shall be maintained in good condition, including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, and trash removal. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent.

6.8 Weed Control ●

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 12" in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owners expense. This requirement shall apply to both developed and undeveloped properties.

7.0 MISCELLANEOUS SITE FEATURES

This section covers the construction of many of the 'backbone' or common facilities within Rosecrest.

7.1 Walkways and Paths •

The Rosecrest Development will include a wide variety of common area walkways, paths and trails. The type of construction, size and location of these trails will be determined by Rosecrest during the design of each phase of construction. The eventual use and Development need will be evaluated when determining the level of facility that is to be built. Standard sections for these improvements are included in Section 10.4 - 'Site Details'.

7.2 Fixtures and Appurtenances •

All fixtures and appurtenances such as lighting, benches, bike racks, mailboxes and street signs shall be selected from a list prepared by Rosecrest and included in Section 10.4 - 'Site Details' of these guidelines. The use of any fixture within the public areas of Rosecrest must be reviewed and approved by the RDRC.

7.3 Streets, Roadways and Crosswalks •

All streets shall be constructed according to the standards and specifications of Herriman City or as modified in the Rosecrest approval documents. Traffic calming measures may be utilized on roadways throughout the development. Decorative crosswalks and handicap ramps may also be constructed at major intersections or important locations in accordance with the Rosecrest Design Guidelines and as approved by the RDRC. Materials for such crosswalks or ramps must be selected for both safety and maintenance considerations.

7.4 Site Lighting •

The provision of adequate lighting while maintaining the rural nature of the surrounding areas is an important design goal for the Rosecrest Development. Lighting within the development shall be coordinated according to the following guidelines and fixtures shall be selected from the list provided in the attached appendix (10.4 Site Details).

Pathway Lighting - Major pathways within the core areas of the development may be illuminated. These light fixtures shall be of a bollard type of light or a low height pole lamp. Illumination levels shall be chosen based on the intended use of the pathway, location within the Development and safety criteria.

House Lighting - All exterior light fixtures on residences, except those adjacent to front entries, shall be of a type that has a light source shielded from view from the street or neighboring properties. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure. No lighting shall be allowed that produces excessive glare or that shines on another residence or lot. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot as long as it meets the intent of the 'House Lighting' section of these guidelines. All landscape lighting shall be low voltage and of commercial quality. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

8.0 SIGNAGE

Signage continuity is important to the long-term values within Rosecrest. The development of a Development identity will be governed by the RDRC. All builders shall be required to submit sign programs and designs to the RDRC for approval prior to installation of any sign within the Rosecrest Development.

8.1 Temporary Signage •

Real estate, construction and similar temporary signage shall be governed by the RDRC. Signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed immediately.

8.2 Flags and Flagpoles •

All flags and flagpoles, whether permanent or temporary, must be approved by the RDRC. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on an approved structure. Flags on these poles may not exceed fifteen (15) square feet each.

9.0 GENERAL CONDITIONS AND MAINTENANCE

All construction within Rosecrest must adhere to the following rules and regulations. Violations to this section shall be punishable by fines as established and authorized in these guidelines by and payable to the RDRC. The payment of any fines shall be the responsibility of the Lot Owner or contractor. Any fine that is not paid in the time limit specified may be filed as a lien against the subject lot. Any violation that is not corrected in a timely manner may be corrected by the RDRC, at its discretion, and subsequently billed to the applicant or filed as a lien against the property as provided in the CC&Rs recorded on the property.

9.1 Construction Operations •

Construction operations must proceed in an orderly manner within the development. The Contractor or Owner is responsible for the safety conditions of their property as well as any required liability and disability insurance coverage. It is the responsibility of the Contractor or Owner to see that all sub-contractors and material suppliers adhere to the rules and regulations as outlined in these regulations. Any construction activity that is halted for a period six (6) months may be subject to review by the RDRC.

9.2 Access to Building Sites and Lots •

Owners and contractors may only access building sites by legal points of access such as dedicated streets, rights-of-way or construction easements. The crossing of adjacent properties, parcels or lots is prohibited except by written permission of the owner of the adjacent parcel.

No homeowner or contractor may utilize any public or Development open space for access to the rear of the lot for any purpose without prior written permission from the RDRC or other appropriate governmental agency. Permission may be granted for temporary uses or construction purposes only. Permission will not be granted for the purpose of storing vehicles, campers, motor homes, boats or other equipment.

9.3 Dust and Erosion Control •

Each Contractor shall be required to control all dust during construction. An erosion control plan must be included with the RDRC submittal. This plan

is to be implemented for all phases of construction. Failure to adequately control dust and erosion may result in the levying of penalties or fines by the RDRC.

9.4 Cleanup of Building Sites •

Building sites should be cleaned on a regular basis. Materials should be secured on the site to prevent the blowing of debris and garbage. Dumpsters or wired garbage baskets must be located on the building site or in the right-of-way in front of the site. A location on an adjacent site under the control of the contractor is also permitted. The contractor shall leave the site in a clean manner upon completion of construction.

9.5 Disposal of Construction Debris •

All construction debris must be removed from the property and disposed of in a legally approved manner. The burning or burial on site of debris and garbage is not permitted.

9.6 Concrete Washout Areas •

Each Applicant shall be required to designate and maintain a concrete washout area on the subject lot. All concrete washouts as a result of construction must be removed from the lot and properly disposed of upon completion of construction.

9.7 Fines and Penalties •

Violations of this section of the Design Guidelines shall be punishable by fines, penalties and charges for replacement of improvements. A current list of charges may be obtained from the RDRC office.

10.0 APPENDICES

The following items shall provide further detail in using these Design Guidelines. These appendices may be modified by the RDRC without restriction or notice. Current copies may be obtained from the RDRC at the address listed in this document.

10.1 Recommended Plant Material •

The following plant list may be used as a guideline for residential plantings within the Rosecrest Development. Additional plants may be utilized that are

appropriate to the climatic zone (USDA Zone 3) and soil type. A list of prohibited plant materials is included. These plants may not be planted on private or public property within the Rosecrest Development. See Exhibit "A" attached hereto.

10.2 Architectural Styles

See Exhibit "B" attached hereto.

10.3 Residential Setbacks

See Exhibit "C" attached hereto.

10.4 Site Details

See Exhibit "D" attached hereto.

10.5 Example of Required Submittals •

10.5.1 Rosecrest Design Review Committee Application Form

A completed application form and fee must be submitted prior to consideration of the request by the RDRC.

10.5.2 Site Plan

The Site Plan drawing shall be at a scale that will clearly indicate the location of any structures, existing or proposed, for the property. All building setbacks shall be indicated on the drawing. The location and size of all fences, walks and driveways shall also be indicated on the plan.

10.5.3 Floorplans

The Floorplans for the residence shall clearly indicate the location of all rooms within the home. All entrances and windows shall also be indicated on the plans. Exterior lighting shall be listed by location and type of lighting.

10.5.4 Building Elevations

The submittal shall include a scaled elevation drawing for all four sides of the building. The existing and proposed grade line shall also be indicated as well as the elevation of any adjacent streets, walks or

common areas. The total height of the structure and the pitch of the roof shall be clearly indicated.

10.5.5 Materials and Color List

Any exterior materials and colors not indicated on the plans shall be submitted on a separate list. Samples may be required by the RDRC.

10.5.6 Landscape Plan

A landscape plan for the front yard area of the lot must be submitted for review and approval. This plan must include both the species and size of the proposed plantings. All planting in the park strip areas must be included on this plan.

MULTI-FAMILY RESIDENTIAL DEVELOPMENT

11.1 INTRODUCTION

The information in the Rosecrest Design Guidelines for Multi-Family development is intended to govern the appearance and use restrictions within the Rosecrest Development. The rules and regulations within this document will help to ensure the visual quality and desirability that form the basis for investing in the Rosecrest Development remain stable for both current and future residents. These guidelines, in addition to the following documents:

Rosecrest Master Development Agreement (RMDA)

Rosecrest Master Plan (RMP)

Rosecrest Covenants, Conditions and Restrictions (CC&R's)

Herriman Zoning Ordinance (HZO)

shall guide the decisions that are made by the Rosecrest Design Review Committee (RDRC) when reviewing applications for development or construction. The Design Guidelines shall serve to modify existing municipal ordinances as allowed within the scope of both the RMDA and the CC&R's recorded on the Development.

12.0 DESIGN GUIDELINES

12.1 Purpose and Intent •

These guidelines are intended to govern all Multi-Family Detached and Attached Residential development and construction within the Rosecrest Development. Fee simple ownership of multi-family lots within planned unit developments and condominium ownership shall be governed by this document.

12.2 Use of Guidelines •

The RDRC shall utilize these guidelines when reviewing applications for Multi-Family construction. These guidelines shall be made available to each developer or home buyer at the time of closing. Copies of these documents

shall be available for review at the offices of Rosecrest during normal business hours. Additional copies may be purchased for a nominal fee that will be determined solely by the RDRC.

12.3 Compliance with Guidelines •

All Multi-Family Residential construction shall conform to these guidelines. This includes all new construction, modifications or additions to existing structures that may or may not require the issuance of a building permit which shall be determined by the Town. Landscaping, grading and site development work within the boundary of an individual recording of a multi-family project is also covered by the requirements of this document. The guidelines shall equally be applied to both developer initiated construction as well as that of individual unit owners.

12.4 Modification of Guidelines •

These Guidelines may be modified in an effort to respond to future development or issues within the Development. The text of all such modifications shall be posted in a prominent location within the Rosecrest Development and shall be available for review at both the Herriman City Hall and the Rosecrest offices. The RDRC may enact, modify or reject any proposed modifications following a two week period of review in which written comments can be received. The modifications shall become effective upon a positive two thirds vote by the RDRC.

12.5 Special Conditions, Variances and Exemptions •

The RDRC may grant a variance or exemption from any section of this code upon completion of a review hearing. The exemption shall be based upon a finding that strict conformance to the requirements would:

- a). create an unreasonable hardship or burden,
- b). would not have a substantially adverse effect on the Owners or Occupants of neighboring parcels and
- c). is consistent with the original design intent for the Rosecrest Development.

A two thirds majority vote in favor of the variance by the RDRC is required for approval.

12.6 Resolution of Conflicting Conditions or Codes •

When a conflict arises between various governing documents the RDRC shall issue a 'Statement of Resolution'. In general, the order of priority for ruling documents shall be as follows:

1. Rosecrest Master Development Agreement
2. Rosecrest Conditions, Covenants and Restrictions
3. Rosecrest Design Guidelines
4. Herriman Development Code

The RDRC shall then correct the conflict between the documents whenever possible through the modification process described herein.

13.0 DESIGN REVIEW PROCESS

The process for reviewing multi- family residential applications within Rosecrest shall be as follows:

13.1 Rosecrest Design Review Committee •

The Rosecrest Design Review Committee (RDRC) shall be appointed by Rosecrest. The committee shall contain no fewer than three members nor more than seven. Serving on the committee shall be at the pleasure of Rosecrest. The RDRC shall meet at least once per month or as needed to review applications for construction in a timely manner. Members of the RDRC may be compensated for their time in reviewing applications.

13.2 Review Submittals •

Three sets of plans detailing any improvements or changes to a lot or dwelling shall be submitted to the RDRC for approval based on the schedule described below. All plans shall be drawn to scale where appropriate, and sheet size should not exceed 24" x 36". The plan submittal shall include the following information:

- A. Rosecrest Design Review Committee Review Application
- B. Site Development Plans that include the following:
 - Parcel or lot boundary and dimensions
 - Locations of easements, rights-of-way and setbacks
 - Locations of any existing improvements or landscape elements

- Location and size of all proposed improvements
- C. Elevations of any architectural element or improvements
- D. List of all exterior materials and colors (where appropriate)
 - Samples of any unusual or custom materials
- E. Landscape plans and plant materials (where required)
- F. Any additional information as required by the RDRC
- G. Rendering or picture of intended structures or modifications.

A developer that proposes to build multiple copies of the same unit or floorplan must provide this information for each model or unit type. All variations of Elevations for the model must be approved by the RDRC. Additionally, the developer must submit all required site plan information to the RDRC for review each time the unit is to be placed upon a parcel within the development. Multiple copies of the same unit can only be constructed in accordance with the applicable rules within these guidelines and by approval of the RDRC which approval may be declined for aesthetic reasons at the sole discretion of the RDRC.

13.3 Review Schedule and Fees •

All plans submitted to the RDRC for approval will be reviewed within (30) days from the date received at the development office. A reasonable fee may be charged by the RDRC for the review process. Any unusual request for construction may require the review of an expert in the applicable building trade or a consultant. Fees for such review will be charged to the applicant. All review fees must be paid at the time of submittal or upon notification that a consultant will be used to complete the review.

A builder that proposes to construct multiple copies of the same unit may request an adjusted fee schedule for reviews by the RDRC.

Applications, plans and fees shall be submitted to:

Rosecrest Design Review Committee
 2511 South West Temple
 Salt Lake City, Utah 84115
 (801) 461-9700
 (801) 461-9722 / Fax

13.4 Changes After Final Review •

There may be occasions when an Owner desires to make a change that significantly affects the exterior of the building or the site after construction documents are reviewed. A significant change shall be one that affect more than (10) percent of the total area of any given building elevation or site plan. When an applicant wishes to make such a change, which deviates from the plans as approved by the RDRC, the applicant must submit a written request to the RDRC along with a set of plans that clearly delineates the proposed change. The RDRC shall respond to such request within (10) business days from the date of submittal. No changes will be allowed unless approved by the RDRC. The RDRC reserves the right to charge an additional fee for this review process.

13.5 Decisions •

The RDRC shall review all submitted applications and shall furnish a written decision to the applicant setting forth the reasons for it decision, including the nature of any objections it has to the request. If the RDRC fails to review an application within the (30) day period then the application shall be deemed approved (except for variance requests, see below). The RDRC shall determine whether an application is complete and in compliance with these guidelines. Incomplete applications will be returned to the applicant for re-submittal. In addition, the RDRC may disapprove any application if the RDRC, in its discretion, believes the applicant has not provided sufficient of accurate information or has not complied with the intent of these Guidelines. If a request for a Variance is not acted upon within (30) days it shall be considered a disapproval.

All decisions of the RDRC shall be reported to the Herriman Planning Department and shall become a part of the official file for each lot or building parcel. Two Sets of approved plans shall be returned to the applicant and one set shall be retained by the RDRC until construction of the proposed improvements are completed. At that time the RDRC may dispose of the retained drawing and submittal package. The applicant will be required to submit one approved submittal package to the Herriman Planning Department with the building permit application.

13.6 Appeals •

An applicant aggrieved by a decision of the RDRC may appeal the decision in writing to the RDRC or request a variance as outlined herein. Such appeal or variance request must be made within (10) business days after the decision of the RDRC and must be accompanied by a copy of the written decision of the RDRC, copies of the prior submittal application and any relevant additional information or explanations relevant to the appeal. If a decision of the RDRC is reversed on appeal on any issue in question, the prior decision of the RDRC shall be deemed modified to the extent specified. Any decision of the RDRC shall be deemed final after the appeal period has expired.

13.7 No Liability for Approval of Plans •

Any approval of plans, specifications or proposed construction given by the RDRC, or its designees, shall be only for the purpose of permitting construction of the proposed improvements within the Rosecrest Development as they relate to these Guidelines. Such approval shall not constitute compliance with any applicable City, County, State or Federal laws or regulations. Such approval shall not constitute an approval or endorsement of the quality of architectural and engineering soundness of the proposed improvements. Neither the RDRC nor Rosecrest shall have any liability in connection with or related to approved plans, specifications or improvements.

13.8 Accuracy of Information •

Any applicant submitting plans to the RDRC shall be responsible for verifying the accuracy of all components of the submittal package. The RDRC reserves the right to reject any application based upon the suspicion that the submittal does not accurately reflect ground or building conditions. Approval of an application by the RDRC does not constitute actual or implied warranty with regard to site or building conditions.

14.0 SITE DEVELOPMENT STANDARDS

Proposed construction of improvements within lots, parcels or building sites for Multi- Family homes shall be reviewed and approved according to compliance with the following standards.

14.1 Setbacks •

Multi-Family Residential building setbacks within Rosecrest shall be established upon the completion of site plan review by the RDRC and shall be based upon the merits of the proposed development. Setbacks are listed in the following chart. Additional setback modifications may be required along certain collector roadways as designated by the RDRC. Easements for utilities and drainage may exist along parcel boundaries. These easements may be incorporated into the required setback area. All builders and unit owners shall be required to show any easement that affects the building lot or parcel on the documents that are submitted to the RDRC for review and approval. General guidelines for setbacks are as follows:

Internal Setback between buildings	-As required by Uniform Building Code
Setback from Public Roadways	-20 foot Front or Side Yard -25 foot Rear Yard -24 feet to a Garage Door
Setback from Private Roadways	-8 foot Front or Side Yard -14 foot Rear Yard -8 feet to a Garage Door
Setback from Public Open Space	-8 foot Front Yard -6 foot Side Yard -12 foot Rear Yard

These setbacks may be modified during site plan review by the RDRC based upon the merits of the plan and the physical characteristics of the site. The RDRC shall issue a statement that outlines the modifications and the reason for such modifications. The statement of modification of setbacks shall only govern the phase of the project or construction that was submitted for review. Any future development or construction shall be subject to additional review.

14.2 Building Heights •

All Multi-Family Residential construction shall be governed by the height restrictions as described in the Herriman Town Code (HTC).

14.3 Garages and Accessory Buildings ●

Garages may be attached or detached from the primary residence. The visual image of attached garages should be minimized in the streetscape. This may be accomplished by the use of structural elements, variation within the building facade or decorative elements on the garage facade. Front porches and building entries made protrude in front of the garage as allowed by the appropriate setback. The use of side turned garages is encouraged. Detached garages must be similar in style and color to the primary structure. A detached garage must be clearly shown on the site plan that is submitted for review. Carports may be permitted by the RDRC upon review and approval of the site plan. Carports shall relate to the design, color and materials that are utilized in the primary structure.

Accessory buildings shall be of a permanent nature and must be of similar construction, materials and color as the primary structure. All Accessory Buildings must meet required setbacks as specified in this document or as modified through the Site Plan review process.

14.4 Porches, Decks and Overhangs ●

Porches, decks and overhangs are encouraged to provide variety to the building facades of each residential or common area structure while maintaining architectural integrity and unity within the development. The appearance of 'add-on' elements should be avoided by integrating these elements into the design of the structure.

15.0 ARCHITECTURAL STANDARDS

The architectural patterns within the Rosecrest Development will encompass a wide variety of styles due to the broad spectrum of lot sizes and housing types that are anticipated. The RDRC shall have broad discretionary powers in the review and approval of architecture.

15.1 Style and Character ●

The general style and character of each residential or Development structure shall be appropriate to the size of the lot or parcel, the location within the Development and the topography of the site. Structures on sloping lots that result in large retaining walls due to the poor integration of the structure and the topography may be denied by the RDRC. The incorporation of dormers,

porches, wide roof overhangs and similar elements into the design of the structure is encouraged. Suggested Architectural patterns or styles are included in Section ___ of this document. These patterns are to be used as a guideline in designing Multi-Family projects within the Development of Rosecrest. The RDRC may approve additional building styles based on location and merit.

15.2 Building Size ●

The minimum building size for Multi-Family development within the Rosecrest Development shall vary based on location, density and market demand. All projects shall be reviewed based upon the merit of the site and development plan submittals. No minimums or maximums shall be established for the purposes of these guidelines. Square footage shall be evaluated based on above grade livable space. Garage square footage and finished space in accessory buildings will not be considered in the computation of total square footage within the development.

15.3 Exterior Materials and Colors ●

All exterior materials shall be suitable for the climate and exposure with a minimum of deterioration and wear. Materials shall be selected that will be maintenance free. The RDRC may reject any architectural material that it deems to be of inferior quality or problematic with regard to the intended use. New materials will be considered for use in the Development as they are developed by the building industry.

Architectural colors shall be harmonious with the setting and the neighboring properties. Subtle or muted tones as well as earth tones are best for the dominant areas of the structure. Bright colors are acceptable for use in accent and trim areas only. Roof colors will be evaluated as they relate the character of the architecture as well as for compatibility with the neighboring structures.

15.4 Facades ●

The exterior of each home must meet or exceed the following minimum standards for finish and materials. All windows and doors should be trimmed or set apart from the plane of the facade by accent colors. The use of shutters or similar exterior trim elements is encouraged.

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Front Building Elevation - Brick, rock, stone, stucco wood or hardboard siding must be used for the finish system on the front building facade of each structure. Each structure shall have a minimum three-foot wainscoat of these materials along the front building facade. Manufactured materials may be substituted for real stone products.- The remainder of the front elevation may be finished with a combination of building materials as listed above. The use of more than three finish materials in the front elevation is discouraged. The use of vinyl and aluminum siding on the front building facade is prohibited without prior approval of the RDRC.

Side and Rear Building Elevations - The side and rear elevations of each structure shall be of materials that are similar or compatible with the front facade. Stucco, or siding products may be utilized on the side and rear elevations. The use of more than three exterior finish materials is discouraged.

15.5 Roofs ●

Roof planes shall have a minimum pitch of 4:12 (vertical to horizontal). Lesser pitches may be utilized on small areas of the roof plane such as shed dormers and patio or porch roofs. The design of the roof should appear as an integrated architectural element. The roof shall be finished with 20 year, asphalt composite shingles as a minimum required material in the Rosecrest Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the RDRC.

A minimum fascia height of 4" shall be required for all structures. These elements shall be finished to match or accent the finish and color of the home. Exposed rafters and open soffits shall only be allowed by the RDRC when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted to match the building. Soffit and fascia finish materials must be approved by the RDRC.

15.6 Porches and Decks ●

The use of porches and decks to extend the living area outdoors is encouraged. Front porches may extend into the front setback area as allowed in Section 14.1 - 'Setbacks'. Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided. The RDRC may require the use of structural elements beyond

that required by building code to achieve visual balance between the deck and the support structure.

15.7 Fencing and Walls •

Fencing and walls around development parcels is permitted. Fencing of individual structures will be subject to Site Plan review and approval by the RDRC. All fences, walls, and screening must comply with the following standards. No chain link fencing shall be permitted with the exception of sport court fencing and small dog runs within the individual lot. Chain link fences, when allowed by the RDRC, must be vinyl coated with a dark color and must be of a small mesh style (1" opening maximum). All fences on sloping lots must comply with these standards while stepping with the grade with the exception that open, three rail fences may follow the contour of the lot. The top rail of stepped fences must be constructed in a level plane. On stepped fences the height shall be measured at a point that is midway between the posts. Fences must step in four or eight-foot lengths as determined between posts.

Common fence standards will be determined by the RDRC for areas along collector roadways, commercial areas, Development open spaces and parks. (See Section ___ for design details)

Front Yard - The maximum height of any fencing, wall or screening in the front yard setback area of the parcel shall be 36". Accent posts or columns may be used that exceed 36" provided they do not exceed 10 percent of the parcel frontage. The maximum height of any front yard structure may not exceed 96". Front yard fencing, walls and screening shall be constructed of sound materials and shall match or complement the primary residential structure with regard to materials and color. Care must be taken at driveway entrances and at street or private drive corners to not intrude on visual clear zones at intersections. The maximum opacity for any fence, wall or screen in the front yard setback shall be 70 percent. This shall be calculated by comparing the solid areas of the fence to the total height of the fence times the parcel frontage.

Rear and Side Yard - The maximum height of any fencing, wall or screening in the rear or side yard setback area of the lot shall be 72". Accent posts or columns may be used that exceed 72" provided they do not exceed 10 percent

of the rear parcel boundary. The maximum height of any rear yard, non-habitable or landscape structure may not exceed 144". Rear and side yard fencing, walls and screening shall be constructed of sound materials and shall match or complement the primary residential structure with regard to materials and color. Side yard fencing on corner lots shall be treated as a front yard fence and must not intrude on visual clear zones at intersections. The maximum opacity for any fence, wall or screen in the rear or side yard setback may be 100 percent. This shall be calculated by comparing the solid areas of the fence to the total height of the fence times the lot side and rear boundary distance.

15.8 Contemporary and Technological Conveniences •

New products and technological conveniences such as TV and satellite dishes may be evaluated and regulated as to location and use by the RDRC. Satellite dishes larger than 24 inches in diameter and radio antenna taller than 8 feet shall not be permitted except by special permission from the RDRC. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered a 'Conditional Use'. As such, the permit may be withdrawn by the RDRC upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within (30) days of cancellation of the permit.

15.9 Accessory Commercial Uses •

Home offices within Multi-Family developments are permitted in the Rosecrest Development provided they meet all requirements as specified in the Herriman Town Code and a commercial business license has been issued by the town. The RDRC must also be notified by the applicant of the request for a business license. Additional restrictions may be requested by the RDRC at the time the license is issued.

16.0 LANDSCAPE STANDARDS

The following landscape standards shall apply to all Multi-Family developments. The Owner or Applicant for RDRC approval shall be required to implement these standards.

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16.1 Landscape Planting •

Each lot or Multi-Family parcel shall meet or exceed the following landscape standards. Landscape plans must be submitted for review by the RDRC. These plans must be prepared by a landscape architect that is licensed to practice within the State of Utah.

Front Yard Landscaping - The front yard area of each lot or parcel must be landscaped within (120) days of issuance of the 'Certificate of Occupancy'. The minimum requirements for front yard landscaping (based on square footage of front yard area) is as follows:

- A. 4 trees (1 1/2" caliper min.) located between the walk and structure
- B. 3 shrubs (5 gallon) per 600 s.f.
- C. 1 evergreen shrub (5 gallon) per 600 s.f.
- D. 4 Street Trees (2" caliper min.) per 50' of lot frontage
- E. Sod or hydroseeded grass.

Street trees shall be located within the park strip between the sidewalks and curbs. Clear zones for visibility and safety must be considered when locating street trees on corner lots or parcels. All street tree species shall be in conformance with the 'Master Street Tree Plan'. Any tree that is placed in the park strip that is contrary to the 'Master Street Tree Plan' may be removed by the RDRC at the parcel owner's expense.

The balance of the front yard shall be landscaped with sod, ground cover or planting beds. Visual clearance for driveways and streets must be maintained.

Rear Yard Landscaping - The rear yard area of each lot or parcel must be landscaped within (120) days of issuance of the 'Certificate of Occupancy'. The minimum requirements for rear yard landscaping is as follows:

- A. 2 Trees (1 1/2" cal. min.)
- B. Sod or hydroseeded grass.

The balance of the rear yard shall be landscaped with sod, ground cover or planting beds.

Side Yard Landscaping - The side yard area of each lot or parcel must be landscaped within 120 days of issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of sod or hydroseed, ground cover or planting beds. On corner lots, the side yard facing the street shall be treated as a front yard and landscaped accordingly.

Irrigation - All planting areas are required to install automatic irrigation systems within 120 days of certificate of occupancy of the residence. Owners or developers are encouraged to install irrigation systems prior to the installation of any landscaping. Irrigation systems must provide coverage within the front or side yard park strips. The use of water conserving drip irrigation system is encouraged.

16.2 Erosion Control Planting or Measures •

All graded areas of any lot or parcel may be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the development and any drainage easements that may exist along the parcel boundaries. Unit owners or developers may not alter or remove any existing erosion control or drainage system improvements without prior approval from the RDRC. Erosion control plans shall be submitted to the RDRC for review and approval.

16.3 Park Strips, Easements and Rights-of-Way •

The planting of the front or side yard park strip is required to be completed within 120 days of issuance of the 'Certificate of Occupancy' for each residence. Planting shall consist of sod and flowerbeds as approved in the Site Plan review by the RDRC. Trees shall be placed within the park strips and must be selected from the approved street tree list and coordinated with the 'Street Tree Master Plan'. The property owner is responsible to maintain the park strip area in a healthy and weed free condition. Any lot that shares a boundary with an access easement (except for public trail or landscape easements) to a common area or facility must also landscape and maintain the easement. Public trail and landscape easements will be planted and maintained by the Homeowner's Association or an appropriate governmental authority.

16.4 Preservation of Existing Trees and Revegetation ●

Significant areas of native trees or exceptional specimens of native trees may exist within the Rosecrest Development. These trees should be identified on the RDRC submittal plans. Care should be taken to preserve as many of these native trees as possible within the development parcels. Wherever possible, development plans shall strive to locate native trees in common areas.

16.5 Plantings Adjacent to Development Open Space ●

Private plantings along Development open spaces should be planned to provide for screening and privacy where desired by the unit owner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation this will help to minimize weed intrusion into the residential landscape. Placement of private landscaping within the common area is not permitted. Any such plantings may be removed for future development without notice or compensation to the unit owner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted by the RDRC.

16.6 Recommended Plant Materials ●

Plantings within the Rosecrest Development common areas and rights-of-way park strips shall be selected from the approved list in Section ____ - 'Recommended Plant Materials'. Unit owners should use this list as a guide for their planting plans within the development. Plants listed as 'Prohibited' are not allowed within the Rosecrest Development.

16.7 Maintenance ●

Each owner or Homeowner's Association, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes the area between the street curb and the right-of-way line. All landscaping shall be maintained in good condition, including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, and trash removal. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent.

16.8 Weed Control •

Each owner or Homeowner's Association shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 12" in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owners expense. This requirement shall apply to both developed and undeveloped properties.

17.0 MISCELLANEOUS SITE FEATURES

This section covers the construction of many of the 'backbone' or common facilities within Rosecrest.

17.1 Walkways, Paths and Trails •

The Rosecrest Development will include a wide variety of common area walkways, paths and trails. The type of construction, size and location of these trails will be determined by Rosecrest during the design of each phase of construction. The eventual use and Development need will be evaluated when determining the level of facility that is to be built. Standard sections for these improvements are included in Section ____ - 'Site Details'.

17.2 Common Area Facilities

To be determined...

17.3 Common Area Maintenance

To be determined.....

17.4 Fixtures and Appurtenances •

All fixtures and appurtenances such as lighting, benches, bike racks, mailboxes and street signs shall be selected from a list prepared by Rosecrest and included in Section ____ - 'Site Details' of these guidelines. The use of any fixture within the public areas of Rosecrest must be reviewed and approved by the RDRC.

17.5 Streets, Roadways and Crosswalks •

All streets shall be constructed according to the standards and specifications of the Town or as modified in the Rosecrest approval documents. Traffic

calming measures may be utilized on roadways throughout the development. Decorative crosswalks and handicap ramps may also be constructed at major intersections or important locations in accordance with the Rosecrest Design Guidelines and as approved by the RDRC. Materials for such crosswalks or ramps must be selected for both safety and maintenance considerations.

17.6 Site Lighting •

The provision of adequate lighting while maintaining the rural nature of the surrounding areas is an important design goal for the Rosecrest Development. Lighting within the development shall be coordinated according to the following guidelines and fixtures shall be selected from the list provided in the attached appendix (10.4 Site Details).

Street Lighting - The lighting along all streets shall be selected by Rosecrest and shall be chosen to meet the Development's needs for safety and to provide a sense of direction and destination. The height, type and style of lighting shall be appropriate for roadway type and need. Collector roadways shall be more brightly lit than neighborhood streets. Intersections shall be lit along all roadways and streets as well as important destinations and civic uses.

Pathway Lighting - Major pathways within the core areas of the development may be illuminated. These light fixtures shall be of a bollard type of light or a low height pole lamp. Illumination levels shall be chosen based on the intended use of the pathway, location within the Development and safety criteria.

Residential Lighting - All exterior light fixtures on residences, except those adjacent to front entries, shall be of a type that has a light source shielded from view from the street or neighboring properties. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure. No lighting shall be allowed that produces excessive glare or that shines on another residence or lot. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot or parcel as long as it meets the intent of the 'Residential Lighting' section of these guidelines. All landscape lighting shall be low voltage and of

commercial quality. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

18.0 SIGNAGE

Signage continuity is important to the long-term values within Rosecrest. The development of a Development identity will be governed by the RDRC. All builders shall be required to submit sign programs and designs to the RDRC for approval prior to installation of any sign within the Rosecrest Development.

18.1 Entry Features and Project Signs ●

Each distinct area of the project is encouraged to have a unique and identifying project entry and sign. These signs should be designed to incorporate certain elements of the Rosecrest Signage program. Entry elements and signs must be approved by the RDRC prior to construction. A plan for ownership and maintenance must also be submitted at the time of application.

18.2 Temporary Signage ●

Real estate, construction and similar temporary signage shall be governed by existing Town of Herriman codes and ordinances. Signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed immediately.

18.3 Building Signage ●

All signs placed on buildings shall be architecturally incorporated into the design of the structure. Signs should be clearly shown on the submittal package for review and approval. Address numbers or similar signs, including the names of home owners, need not be submitted for approval.

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18.4 Lighting of Signs ●

The lighting of any approved sign requires the approval of the RDRC. Signs shall be illuminated in a manner consistent with the intended purpose of the sign. Down lighting that is incorporated into the sign is encouraged whenever possible. Any projected light or up-lighting must be done in a manner that prevents the light from washing onto adjacent properties. Backlighting of signs may be used as an accent and not as a primary source of illumination. The light source should not be visible from the public right-of-way or from adjacent properties.

18.5 Flags and Flagpoles ●

All flags and flagpoles, whether permanent or temporary, must be approved by the RDRC. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on an approved structure. Flags on these poles may not exceed fifteen (15) square feet each.

19.0 GENERAL CONDITIONS AND MAINTENANCE

All construction within Rosecrest must adhere to the following rules and regulations. Violations to this section shall be punishable by fines as established and authorized in these guidelines by and payable to the RDRC. The payment of any fines shall be the responsibility of the Unit Owner, Developer or Applicant. Any fine that is not paid in the time limit specified may be filed as a lien against the subject lot or parcel. Any violation that is not corrected in a timely manner may be corrected by the RDRC, at its discretion, and subsequently billed to the applicant or filed as a lien against the property.

19.1 Construction Operations ●

Construction operations must proceed in an orderly manner within the development. The Applicant or Owner is responsible for the safety conditions of their property as well as any required liability and disability insurance coverage. It is the responsibility of the Applicant or Owner to see that all sub-contractors and material suppliers adhere to the rules and regulations as outlined in these regulations. Any construction activity that is halted for a period six (6) months may be subject to review by the RDRC.

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19.2 Access to Building Sites and Lots •

Owners and contractors may only access building sites by legal points of access such as dedicated streets, rights-of-way or construction easements. The crossing of adjacent properties, parcels or lots is prohibited except by written permission of the owner of the adjacent parcel.

No homeowner or contractor may utilize any public or Development open space for access to the rear of the lot for any purpose without prior written permission from the RDRC or other appropriate governmental agency. Permission may be granted for temporary uses or construction purposes only. Permission will not be granted for the purpose of storing vehicles, campers, motor homes, boats or other equipment.

19.3 Dust and Erosion Control •

Each Applicant shall be required to control all dust during construction. An erosion control plan must be included with the RDRC submittal. This plan is to be implemented for all phases of construction. Failure to adequately control dust and erosion may result in the levying of penalties or fines by the RDRC.

19.4 Cleanup of Building Sites •

Building sites should be cleaned on a regular basis. Materials should be secured on the site to prevent the blowing of debris and garbage. Dumpsters or wired garbage baskets must be located on the building site or in the right-of-way in front of the site. A location on an adjacent site under the control of the contractor is also permitted. The contractor shall leave the site in a clean manner upon completion of construction.

19.5 Disposal of Construction Debris •

All construction debris must be removed from the property and disposed of in a legally approved manner. The burning or burial on site of debris and garbage is not permitted.

19.6 Replacement of Damaged Improvements •

The contractor shall be required to schedule a preconstruction inspection of the lot or parcel with a representative of the RDRC prior to commencement of any work. Deficiencies or damage to any of the improvements must be noted at that time and filed with the RDRC. Any common area, utility or

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street improvements found to be damaged during the process of construction, and not on the preconstruction inspection list, must be immediately repaired or replaced at the Applicant's expense. A security deposit may be required of the Applicant by the RDRC for the repair of any damage.

19.7 Concrete Washout Areas ●

Each Applicant shall be required to designate and maintain a concrete washout area on the subject lot. All concrete washouts as a result of construction must be removed from the lot and properly disposed of upon completion of construction.

19.8 Fines and Penalties ●

Violations of this section of the Design Guidelines shall be punishable by fines, penalties and charges for replacement of improvements. A current list of charges may be obtained from the RDRC office.

EXHIBIT F

EX8379PG6967

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into this 14th day of April, 2000, by THE TOWN OF HERRIMAN, a municipal corporation of the State of Utah ("Herriman") and ROSECREST, INC., a Utah corporation ("Rosecrest").

RECITALS:

A. Herriman owns or will own a parcel of real property that is located at approximately 5600 West between 13100 and 13400 South (the "Property") and is more particularly described on Exhibit "A" attached hereto.

B. Herriman intends to develop the Property as a public road.

C. Rosecrest is willing to develop and improve the Property as a public road including, but not limited to, installation of curb and gutter, and street improvements and surfacing subject to certain terms and conditions as provided below.

D. Herriman is willing to reimburse Rosecrest for all such costs and expenses incurred by Rosecrest to engineer, build, construct and complete the Property as a public road, together with interest thereon, to the extent Herriman receives funds from property owners or potential buyers of property that are adjacent to the Property and the levying of impact fees, imposition of protection strips, and granting density bonuses as set out below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEVELOPMENT OF THE PROPERTY.** Rosecrest agrees to engineer and construct a public roadway on the Property without cost to Herriman during the construction period as a public road pursuant to Herriman's standards. Rosecrest agrees that it will substantially complete such improvements within (240) days from the date Herriman has clear title to the Property, is legally entitled to construct a road on the

Property, has approved the estimated actual cost of construction as set out in paragraph 2 below, and has approved the design and engineering plans in writing.

2. **ESTIMATED COST.** Rosecrest agrees that the cost to engineer and construct the Property as a roadway are the actual "hard" out-of-pocket costs that Rosecrest expends to build the roadway (specifically excluding "soft" development costs such as overviews or supervision by Rosecrest, financing costs, etc.). A detailed estimate of such costs are outlined in Exhibit "B" attached hereto and are specifically agreed to as reimbursable "hard costs" by Herriman.

3. **ACTUAL COST.**

3.1 **Accounting.** Rosecrest agrees to provide to Herriman a detailed listing of the estimated actual costs expended to engineer and construct a road on the Property (the "Actual Costs"), which estimated Actual Costs shall be subject to Herriman's review and approval prior to the commencement of construction. At completion of the roadway and all of the Actual Costs expended by Rosecrest are tallied, those Actual Costs expended by Rosecrest are to be approved by Herriman. The approved Actual Costs shall be reimbursable as provided in paragraph 6 below.

3.2 **Change Orders.** In the event that during the course of construction of the roadway by Rosecrest, conditions exist or become apparent that necessitate an alteration in the construction of the roadway, Rosecrest shall in writing propose change orders and submit such change orders together with the costs of implementation of such change orders to Herriman's engineers for review. Herriman's engineers shall then approve or disapprove the submitted change orders and notify Rosecrest in writing of their decision. All approved change orders shall be added to the Actual Costs of construction of the roadway and shall be reimbursable to Rosecrest in accordance with the terms and conditions of this Agreement.

3.3 **Disagreement on Actual Costs.** In the event that Herriman fails to accept and approve the Actual Costs of construction as has been incurred by Rosecrest at the completion of the construction of the roadway on the Property, the parties shall submit any disputed costs to a mutually agreeable engineer for review as to their reasonableness and shall be bound by the decision of the engineer.

4. **INDEMNIFICATION.**

4.1 **Indemnification by Rosecrest.** Rosecrest shall defend, indemnify, save and hold harmless Herriman, its appointed and elected officials, and its successors and assigns, from and against any and all liabilities, claims, mechanic's liens, actions and proceedings (including reasonable attorneys' fees) relating to the engineering and construction of the roadway on the Property.

4.2 **Indemnification by Herriman.** Herriman shall defend, indemnify, save and hold harmless Rosecrest, its principals, employees, agents, its successors and assigns from and against any and all liabilities, claims, liens, actions and proceedings (including reasonable attorney's fees) relating to the ownership of the Property, authorization of Rosecrest to construct the road, or the street standards and design criteria required by Herriman in the construction of the roadway on the Property.

5. **ADOPTION OF ORDINANCE.** The parties' respective rights and obligations under this Agreement are conditioned on the adoption by Herriman of an ordinance (the "Ordinance") substantially in the form attached herein as Exhibit "C."

6. **REIMBURSEMENT.**

6.1 **Protection Strips.** Herriman shall record with the Salt Lake County Recorder a (3) foot protection strip on both sides of the roadway for the use and benefit of Rosecrest to collect funds from adjacent property owners to reimburse Rosecrest its Actual Costs of construction as set out above. Vacation of the recorded protection strips shall be in accordance with Salt Lake County Ordinance and/or Herriman Town Ordinance which sets out a reimbursement schedule to vacate protection strips. Interest on protection strips shall run at (8%) per annum from the date of installation of improvements until the protection strip is removed. All such funds recovered in the vacation of the protection strips shall be paid to Rosecrest by Herriman at Herriman's option until the Actual Costs and interest are paid in full.

6.2 **Impact Fees.** In the event Herriman imposes transportation or road impact fees for the Town, an appropriate portion of those fees shall be used to reimburse Rosecrest for its Actual Costs as defined above until the Actual Costs and interest are paid in full.

6.3 Density Bonus. In lieu of cash reimbursement to Rosecrest as stated above, Herriman may at its option grant a density bonus to Rosecrest in the amount of (100) building lots in the medium and high density phases of the Rosecrest project. In the event Herriman pays to Rosecrest in cash a partial reimbursement of the approved Actual Costs incurred by Rosecrest, the density bonus of building lots shall be reduced in number by an equal percentage of the cash reimbursement as it relates to the total Actual Costs incurred by Rosecrest. As an example, if Herriman pays (25%) of the reimbursable amount in cash to Rosecrest, then the density bonus (number of building lots) shall be reduced (25%) when Rosecrest develops its medium and high density phases. Such a reduction of building lots shall be deducted on a pro-rata basis to be applied equally over each of the remaining years in which the density bonus is applicable as is set out below. If, however, Herriman has not paid to Rosecrest the reimbursable amount within (2) years from the date of this Agreement, Rosecrest, at Rosecrest's option, shall be entitled to utilize the density bonus less any credit for cash payments made by Herriman in the development of its medium and high density phases. The maximum number of lots under the density bonus taken annually by Rosecrest shall be as follows:

- End of year (2) - (40) lots
- End of year (3) - (20) lots
- End of year (4) - (20) lots
- End of year (5) - (20) lots

6.4 Payment of Reimbursement by Herriman. Herriman shall have (5) years from the completion and acceptance of the construction of the road on the Property to pay to Rosecrest the Actual Cost of construction of the road on the Property. If at the end of the second year Herriman has not paid the Actual Cost of construction to Rosecrest, Rosecrest shall be entitled to take its density bonus pursuant to the terms and conditions of paragraph 6.3 above.

6.5 Term of Reimbursement. Herriman shall be obligated to reimburse Rosecrest for its approved Actual Costs until those costs and applicable interest are paid in full as set out above or for a period of (20) years from the date of this Agreement, whichever occurs first.

7. NATURE OF OBLIGATION. In the event of a default of any type under this Agreement, Rosecrest shall be entitled to seek damages or judgment of any type against Herriman. Herriman's obligations under this Agreement are contingent upon purchase funds being collected from any future buyer(s) of the Property, recording and

vacation of protection strips and the future imposition of impact fees collected by Herriman and the granting of density bonuses. If in the future, for any reason whatsoever, there are no funds received from such buyer(s), no protection strips are vacated, no impact fees are imposed within the term of reimbursement or if the receipt of such funds from these items is insufficient to satisfy the reimbursement hereunder, or density bonuses are not granted, then this Agreement may be enforced legally.

8. **ROSECREST'S CONDITION.** Rosecrest's obligation to develop and improve the Property as a public street is subject to fulfillment (or the written waiver at Rosecrest's sole option) of the following conditions:

(a) **Title to Property.** Herriman shall have obtained clear and insurable title to the Property.

(b) **Enactment of Ordinance.** Herriman shall have adopted the Ordinance and executed this Agreement and recorded a protection strip notice with the Salt Lake County Recorder's Office.

(c) **Design Standards.** Herriman shall have set the design standards for the roadway and conveyed them to Rosecrest.

(d) **Absence of Litigation or Claims.** Herriman will not be subject to any claims or litigation prohibiting or objections to the construction of the roadway.

9. **DEFAULT AND REMEDIES.**

9.1 **Rosecrest's Default.** Rosecrest's failure to substantially complete engineering and construction of a roadway on the Property pursuant to Herriman's design standards within the time period set out in this Agreement shall be grounds for Herriman to look to Rosecrest's letter of credit which shall be acceptable to Herriman for redress and to reduce the amount of reimbursement of cash payment and/or density bonus as per paragraph 6 above to be paid or credited by Herriman to Rosecrest under this Agreement pursuant to the amount of damages caused by the delay of Rosecrest.

9.2 **Herriman's Default.** Herriman's failure to reimburse the approved Actual Costs and expenses incurred by Rosecrest as set out in Exhibit "B" within the time period stated in paragraph 6 above shall constitute a breach and default of this Agreement which shall be enforceable in court for damages.

10. **GENERAL PROVISIONS.**

(a) **Survival of Representations and Warranties.** The respective obligations of Rosecrest and Herriman hereunder and all representations and warranties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive the completion of the construction of the roadway and shall survive equal to the term of reimbursement.

(b) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties. This Agreement shall be fully assignable to the parties' heirs, assigns, and successors-in-interest.

(c) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or its intent.

(d) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(g) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(h) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) **Attorneys' Fees.** In the event the enforcement of this Agreement is undertaken by either party, the non-defaulting party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(k) **Notice.** All notices provided for herein shall be in writing and shall be given by first-class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(l) **Time of Essence.** Time is the essence of this Agreement.

(m) **Costs.** All costs and expenses, including attorneys' fees, incurred by each party in conjunction with this Agreement shall be paid by the party which has incurred such costs and expenses except in the case of default as is set out in paragraphs 9 and 10(j).

(n) **Exhibits.** The exhibits that are referenced herein and that are attached hereto are an integral part of this Agreement and are incorporated by reference.

(o) **Integration Clause.** There are no representations, warranties, covenants or agreements between the parties as to the subject matter of this Agreement except as are specifically set forth in this Agreement. This Agreement contains the entire agreement between the parties pertaining to the matters that are set forth and this Agreement supercedes all prior agreements, correspondence, memorandum, representations and understandings of the parties. No representations have been made to induce the parties hereto to enter into this Agreement except as are set out in this Agreement.

(p) **Authorization.** Each individual executing this Agreement represents and warrants to any other individual so signing (and to each other entity for which another individual is signing) that the individual has been duly authorized to deliver this Agreement in the capacity and for the entity that is set forth where he signs.

DATED effective the date first written above.

HERRIMAN:

By *J. Lynn Crane*
Mayor J. Lynn Crane

ATTEST:

Paulette Logan
Paulette Logan, Town Clerk

ROSECREST, INC.

By *[Signature]*
Its: *Vice President of Paul Gable*
Operations
4/14/00

EXHIBIT A - 1

Part of 26-36-300-001

Beginning Southwest corner of Section 36, Township 3 South, Range 2 West, Salt Lake Meridian; thence N 00°10'12" E along section line 2331.96' to a point on the South right-of-way line of State Road 111; thence curving to the left along said right-of-way through a central angle of 01°17'25", an arc distance of 34.91', and a radius of 1550' (chord bearing N 70°20'11" E 35.08'); thence S 00°10'12" W 2343.86' parallel with and 33.00' east of section line to a point on the south line of said section 36; thence N 89°49'48" W along section line 33.00' to the Point of Beginning. Containing 76957.02 square feet or 1.77 acres more or less.

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EXHIBIT A - 2

Part of 26-35-451-002

Beginning Southwest corner of Section 36, Township 3 South, Range 2 West, Salt Lake Meridian; thence N 89°49'48" W along section line 33.00' to a point; thence N 00°10'12" E 1095.66' parallel with and 33.00' West of section line to a point on the South boundary of Herriman City Plat and the North line of the South 66.4 rods of the SE ¼ of said Section 35; thence S 89°43'13" E 33.00' to a point on section line; thence S 00°10'12" W along section line 1095.60' to the Point of Beginning. Containing 36155.84 square feet or 0.83 acres more or less.

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EXHIBIT A - 3

Part of 26-35-429-005

Beginning at a point on the South line of 13100 South street (Herriman Main Street) being 402.94' S 00°10'12" W from the East quarter corner of Section 35, Township 3 South, Range 2 West, Salt Lake Meridian; thence N 89°59'09" W along said South line 33.00' to a point; thence S 00°10'12" W 1152.03' parallel with and 33.00' West of section line to a point on the South boundary of Herriman City Plat and the North line of the South 66.4 rods of the SE ¼ of said Section 35; thence S 89°43'13" E 33.00' to a point on section line; thence N 00°20'13" E 1152.15' (1131.2' by record) to a point; thence N 89°13'17" W 3.36' to the Point of Beginning. Containing 39953.48 square feet or 0.92 acres more or less.

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EXHIBIT "B"
"ESTIMATED ACTUAL COSTS"

The following are development, design and construction costs that would need to be addressed in constructing 5600 West from 132100 South to 13400 South:

A. ENGINEERING	COST
1. Roadway engineering design (standard engineering items not itemized)	\$ 21,200.00 incl
2. Utility relocations and associated fees (i.e. JVVCD meter station, power poles, etc.)	
3. Legal costs for title, descriptions, title searches and Reimbursement Agreement preparation agreements, reimbursements, etc.)	\$ 5,600.00 incl
4. Environmental Phase I audit or waiver from Herriman	\$ 8,832.00
5. Survey and staking	\$ 648.00
6. Change Order – redraw of storm drain location	
 B. REVIEW	
1. City review fee (Herriman) 5.5%	\$ 22,686.56
2. Water district review fee (JVVCD) 2%	\$ 1,478.76
3. Sewer district review fee (SLCSID#1)	incl
4. Utility relocation fees (Utah Power, US West AT&T, and Questar)	incl
5. Storm drain impact fee (Herriman)	incl
6. Irrigation company fees and/or costs	incl
7. UDOT fee (12600 South is <u>NOT</u> a UDOT road and UDOT approval will <u>not</u> be required for access of 5600 West)	incl
 C. CONSTRUCTION	
1. Bond costs 2.5% X Constr. Costs	\$ 10,269.82
2. Water inspection fees	incl
3. Sewer inspection fees	incl
4. City inspection fees	incl
5. Construction management (Rosecrest)	\$ 2,500.00
6. Construction costs (road, water and sewer)	\$410,792.95
7. Excavation and cutting	incl
8. Fill	incl

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9. Sub-base	incl	
10. Base	incl	
11. Pavement	incl	
12. Easements	incl	
13. Utility relocations	incl	
14. Traffic control	incl	
15. Construction of private and public utilities	incl	
16. Construction insurance costs		
17. Change Order #1 - Waste Excess Dirt Off-site		\$ 10,000.00
18. Change Order #2 - Drainage Ditch for Storm Water		\$ 7,700.00
19. Change Order #3 - PVC Sleeves for future use		\$ 9,000.00
TOTAL ESTIMATED ACTUAL COSTS		\$510,708.09