

SYRACUSE CITY



Syracuse City Council Work Session Notice

January 10, 2012 – 6:00 p.m.

Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, January 10, 2012, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

- a. Meeting agenda for the Regular Council Meeting to begin at 7:00 p.m. (5 min.)
- b. Presentation from Finance Director Steve Marshall regarding utility billing. (10 min.)
- c. Presentation from IT Director TJ Peace regarding improving communications at a reduced cost. (5 min.)
- d. Discussion regarding the Award for Excellence. (5 min.)
- e. Review and discussion of the City Council Standards and Norms. (10 min.)
- f. Discussion regarding appointing City Councilmembers to various committee positions and assignments. (30 min.)
- g. Council business. (5 min.)

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 6<sup>th</sup> day of January, 2012 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on January 6, 2012.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## January 10, 2012

Agenda Item “b”

Presentation from Finance Director Steve Marshall regarding utility billing. (10 min.)

### *Factual Summation*

- Any questions regarding this item may be directed at Finance Director Steve Marshall
- Please see attached presentation regarding penalties on delinquent utilities
- Please see attached page reflecting the Late Fee and Shut-off Policies from Syracuse and neighboring cities.



SYRACUSE  
EST. CITY 1835

# Penalties on Utility Bills

January 10, 2012

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## FACTS

- Currently 6,561 households and 116 businesses = 6,677 utility bill's sent each month.
  - 619 accounts or 9.3% were 1 month past due.
  - 274 accounts or 4.1% were 2 months past due and listed on the shutoff list.
  - Currently the city does not charge a late fee on past due utility bills.
-



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## FACTS

- **Comparison of 7 cities – all charge late fees:**
    - \$3.00 @ Clinton City
    - \$5.00 @ Layton
    - \$10.00 @ Clearfield & Sunset
    - \$15.00 @ Ogden & West Point
    - \$25.00 @ Roy City
    - Average of \$11.86 between all 7 cities
-



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## PROPOSED CHANGE

- Propose that a \$10.00 late fee be charged to all utility bills not paid by due date. A 10 day grace period will be established. Late fee would not be assessed until the 5<sup>th</sup> of the following month.
  - Consolidated fee schedule already has \$10.00 late fee approved. Currently the city has not enforced the late fee.
-



# Revenue Generation/ Cost Savings

- If all past due accounts were currently charged the late fee:
    - 619 @ 10.00 = \$6,190/ month
    - 274 @ 10.00 = \$2,740/ month
    - Total = 8,930/ month or \$107,160/ year in new revenue
  - Expect a reduction in number of past due accounts with new late fee = less time and resources spent by city staff to track and collect on delinquent accounts.
-



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# Game Plan

- Go “live” with late fee on the utility bill due January 25<sup>th</sup>. Late fee would be assessed on February 5<sup>th</sup> for all delinquent accounts.
  - Article in the city newsletter announcing the new late fee.
  - Announcement of the late fee on December’s & January’s utility bill.
-

| NAME OF CITY    | LATE FEE POLICY                                                                                                                                                                                                                                                                                                                                                     | SHUT OFF POLICY                                                                                                                                                                                                                                           | NOTES |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| SYRACUSE CITY   | ACCORDING TO OUR POLICY 4-3-3 IN OUR WATER APPLICATION AND AGREEMENT IT STATES IN PARAGRAPH 7, THAT IF THE UNDERSIGNED BECOMES DELINQUENT FOR MORE THAN 30 DAYS IN THE PAYMENT OF THE MONTHLY SERVICE CHARGE, UNDERSIGNER WILL PAY REASONABLE COST. CURRENTLY WE ARE SUPPOSE TO BE CHARGING AN 10.00 LATE FEE- HOWEVER CURRENTLY WE ARE NOT ENFORCING ANY LATE FEES | A PERSON MUST BE 2 FULL MONTHS AND BE APPROACHING INTO THEIR THRID MONTH OF DELINGUENT CHARGES. THERE IS 35.00 ADMINISTRATION FEE FOR FIRST TIME OCCURRENCE TO HAVE THEIR WATER TURNED BACK ON AND 50.00 ADMINISTRATION FEE FOR SECOND TIME OCCURRENCE(S) |       |
| CLEARFIELD CITY | \$10.00 FEE THE DAY AFTER THE BILL IS DUE                                                                                                                                                                                                                                                                                                                           | WILL SHUT WATER OFF 2 WEEKS FROM BILLING DUE DATE                                                                                                                                                                                                         |       |
| LAYTON CITY     | BI-MONTLY BILLING- \$5.00 FOR EACH MONTH PAST DUE                                                                                                                                                                                                                                                                                                                   | WILL SHUT OFF WATER IF RESIDENT IS 2 BILLING CYCLES BEHIND (4 MONTHS)                                                                                                                                                                                     |       |
| SUNSET CITY     | \$10.00 FEE IF BILL IS NOT PAID BY THE 9TH OF THE FOLLOWING MONTH                                                                                                                                                                                                                                                                                                   | WILL SHUT OFF WATER IF RESIDENT IS 1 BILLING CYCLE BEHIND                                                                                                                                                                                                 |       |
| WEST POINT CITY | \$15.00 FEE IF BILL IS NOT PAID BY THE 1ST OF THE FOLLOWING MONTH                                                                                                                                                                                                                                                                                                   | WILL SHUT OFF WATER IF RESIDENT IS 1 BILLING CYCLE BEHIND                                                                                                                                                                                                 |       |
| CLINTON CITY    | \$3.00 FEE IF BILL IS NOT PAID BY THE 1ST OF THE FOLLOWING MONTH                                                                                                                                                                                                                                                                                                    | WILL SHUT OFF WATER IF RESIDENT IS 1 BILLING CYCLE BEHIND- AS AN INCENTIVE TO GET RESIDENT TO PAY FULL AMOUNT (PAST DUE AND CURRENT BILL) THERE IS 35.00 RECONNECT FEE OR IF PAID IN FULL 20.00 RECONNECT FEE. -* DO SHUT OFFS ON MONDAY                  |       |
| ROY CITY        | BI-MONTLY BILLING- \$25.00/35.00 IF BILL IS NOT PAID BY THE 19TH OF THE FOLLOWING MONTH. FIRST TIME FEE \$25.00 AND \$35.00 FEE FOR SUBSEGUEENT OCCURRENCES                                                                                                                                                                                                         | WILL SHUT OFF WATER IF RESIDENT IS 2 BILLING CYCLE BEHIND                                                                                                                                                                                                 |       |
| OGDEN CITY      | \$15.00 FEE APPLIED THE MONDAY AFTER THE SECOND BILL GOES PAST DUE.                                                                                                                                                                                                                                                                                                 | WILL SHUT OFF WATER IF RESIDENT IS 2 BILLING CYCLE BEHIND- AFTER FEE IS APPLIED THE FOLLOWING THURSDAY WATER WILL SHUT OFF                                                                                                                                |       |



# COUNCIL AGENDA

## January 10, 2012

Agenda Item “c”

Presentation regarding improving communications at a reduced cost. (5 min.)

***Factual Summation***

- Any questions regarding this item may be directed at IT Director TJ Peace
- Please see attached presentation regarding this agenda item



SYRACUSE  
EST. CITY 1935

# Improving communications at a reduced cost

January 10, 2012



SYRACUSE  
EST. CITY 1935

# Facts

| Obstacle                                                                                 | Solution                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>We needed certain technological competencies and to overcome environmental issues</p> | <p>We replaced smart phones with rugged waterproof phones with push to talk capabilities. *Sprint will continue to provide this feature on their phones even though Nextel is canceling it.*</p> |
| <p>Obtaining funds to purchase new phones that would accomplish those needs</p>          | <p>Sprint is giving us an \$8,000.00 credit to purchase hardware and pay for upfront costs. They are also purchasing all of our old Sprint air cards.</p>                                        |



SYRACUSE  
EST. CITY 1935

# Cost Savings

Current Monthly Cost with T-Mobile = \$2,400 (12 month average)

Current Monthly Air Cards Costs with Sprint = \$959.76

Syracuse Total Monthly Wireless Costs= \$3,359.76

New Estimated Total Monthly Costs with Sprint = \$2,499.73

New Estimated Monthly Savings with Sprint = \$860.03

**Annual Savings = \$10,320.36**

Added bonus: Vastly improved customer service!!



# COUNCIL AGENDA

## January 10, 2012

Agenda Item “d” Discussion regarding the Award for Excellence.  
(5 min.)

### ***Factual Summation***

- Any questions regarding this item may be directed at City Planner Kent Andersen

### **Background**

The City wishes to work towards recognizing citizens who strive for excellence in either athletics, academics, arts or community service. To that end, in an effort to recognize students at Syracuse High, Clearfield High, as well as other schools in our City and individuals residing in the City, Mayor Jamie Nagle and City Manager Robert Rice has asked staff to develop a recognition program to promote pride and unity within our community. In conjunction with Jeff Gibson, staff would like to present the “Syracuse City & Wendy’s Award for Excellence.”

### **“Syracuse City & Wendy’s Award for Excellence”**

In order to recognize outstanding students and athletes in Syracuse, the Community and Economic Development Department have developed the “Syracuse City and Wendy’s Award for Excellence” award process. This monthly award, given in alternating months (e.g. January athlete, February scholar/community/art, March athlete, etc.), recognizes the outstanding performance of a male and female who excel in athletics, arts and/or academics. The individuals selected for this award will be identified by Syracuse City in partnership with representatives from the city recreation department, local elementary, junior high, and high schools. Once selected, an individual will:

- Receive a certificate and be recognized at the first City Council meeting of each month
- Have their picture put up in City Hall
- Have a write up in the City Newsletter, Facebook, Twitter, and website
- Be featured on the Wendy’s product TV
- Receive \$10 gift certificate to Wendy’s

### **Recommendation**

The Community & Economic Development Department hereby recommends that the Mayor and City Council provide feedback regarding the items presented during the Work Session. Further, the CED Department hereby requests Mayor and City Council support of the proposed “Syracuse City & Wendy’s Award for Excellence.”



# COUNCIL AGENDA

## January 10, 2012

Agenda Item “e”                      Review and discussion regarding the City Council Standards and Norms. (10 min.)

### ***Factual Summation***

- Any questions regarding this item may be directed at City Recorder Cassie Brown
- Please see attached norms document adopted in 2007
- Please see below for the memo provided by Cassie Brown regarding this agenda item

### **Memorandum**

On January 4, 2012 Councilmembers Lisonbee and Shingleton asked me to add an item to the work session agenda to give the Council an opportunity to review and discuss the City Council norms document that was adopted via resolution by the City Council in 2007. The resolution is attached to this memo. At this time I feel it may be appropriate to consider voiding the norms document due to the fact that the Council recently adopted the rewritten version of Title Two of the City Code as well as adopted a set of rules and order of procedure to govern public meetings. I believe that most of the topics included in the norms document are covered in the other two documents that I referenced. I will be happy to answer any questions regarding the document.

**RESOLUTION NO. R07-06**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING  
STANDARDS AND NORMS FOR THE GOVERNING BODY OF SYRACUSE  
CITY**

**WHEREAS**, The City Council and the Mayor have determined that it will be in the best interests of the City and will promote the efficient and orderly operation of the City to adopt Standards and Norms relating to the business of the Governing Body; and

**WHEREAS**, The City Council and the Mayor have reviewed the attached Standards and Norms and desire to adopt the same;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Adoption.** The Standards and Norms attached hereto as Exhibit "A," and incorporated herein by reference are hereby adopted by Syracuse City.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 27<sup>th</sup> DAY OF MARCH, 2007.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Fred Panucci, Mayor

## **EXHIBIT A**

### Agendas:

1. The Mayor may place an item on the agenda of a regular or special council meeting.
2. Two city councilmen may place an item on the agenda of a regular or special council meeting.

### Special Meetings:

1. The Mayor may call a special meeting of the governing body by contacting the City Recorder.
2. Two city councilmen may call a special meeting of the governing body by contacting the City Recorder.

### Notice of Special Meetings:

1. The City Recorder will notify the governing body of any special meetings via email, and by attempting to contact each member via a telephone call.

### Direction of City Manager:

1. The Mayor may give general direction to the City Manager related to the administration of the city. The Mayor's direction will be consistent with the policy as set by the governing body. The City Manager will be responsible for the direction of all other employees and/or agents of the city through their respective chains of command.
2. No individual city councilman will give direction to the City Manager. Councilmen may inquire of the administration of the city and matters related thereto.

### Direction of the City Attorney:

1. The Mayor may inquire and seek the advice of the City Attorney as to the legal affairs of the city.
2. Three councilmen may inquire and seek the advice of the City Attorney as to the legal affairs of the city.



# COUNCIL AGENDA

## January 10, 2012

Agenda Item “F” Discussion regarding appointing the City Councilmembers to various committee positions and assignments. (30 min.)

### *Factual Summation*

- Any questions regarding this item may be directed at City Recorder Cassie Brown
- Please see the attached previous and proposed resolutions regarding this agenda item.
- Please see below for the memo provided by Cassie Brown regarding this agenda item

### **Memorandum**

At the beginning of each calendar year past Councils have reviewed the lists of appointments and assignments and made changes according to recent election results or other determining factors. I have included the most current list of assignments as well as a proposed resolution including the list of assignments with blanks to be filled in. It is my hope that the Governing Body can determine what appointments and assignments should be made so that a resolution can be adopted in the business meeting to formalize the direction given during the work session.

Also, the City has the opportunity to appoint one of its members to serve on the Wasatch Integrated Waste Management District (WIWMD) Administrative Control Board. Past-Councilmember Clark was appointed to this position until his term on the Council expired on January 2, 2012. The WIWMD Board will have its first meeting of 2012 at the beginning of February and they have asked that the Council appoint one of its members before that date. The WIWMD Board meets the first Wednesday of the month at 5:00 p.m. at its offices located at 1997 E. 3500 N. in Layton.

### *Staff Proposal*

***Adopt Proposed Resolution R12-02 appointing City Council members to various committee positions and assignments.***

## **RESOLUTION R11-04**

### **A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING CITY COUNCILMEMBERS TO VARIOUS COMMITTEE POSITIONS AND ASSIGNMENTS.**

**WHEREAS** Syracuse City Councilmembers are desirous of being appointed to and serving on various community committees and boards; and

**WHEREAS** there are also internal City positions, such as Mayor Pro-Tem and Department Liaison positions, that Councilmembers are desirous of being appointed to; and

**WHEREAS** the Syracuse City Council discussed committee appointments and assignments during their Work Session Meeting of January 11, 2011 and determined appropriate appointments and assignments for each Councilmember and members of the Administration.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:**

#### **Section 1. Appointment.**

- a.** Mayor Nagle is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- b.** Councilmember Clark is hereby appointed to serve as the Mayor Pro-Tem.
- c.** Councilmember Clark is hereby appointed to serve as the City's representative on the Bluff Ridge Elementary Community Council.
- d.** Councilmember Clark is hereby appointed to serve as the City's representative on the Clearfield High School Community Council.
- e.** Councilmember Clark is hereby appointed to serve on the Wasatch Integrated Waste Management District Board.
- f.** Councilmember Clark is hereby appointed to serve as an Employee Appeals Board member.
- g.** Councilmember Clark is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- h.** Councilmember Kimmel is hereby appointed to serve as the City's representative on the Syracuse Junior High School Community Council.
- i.** Councilmember Kimmel is hereby appointed to serve as the Third Mayor Pro-Tem.
- j.** Councilmember Kimmel is hereby appointed to serve as the Youth Court Liaison.
- k.** Councilmember Ocaña is hereby appointed to serve as an Employee Appeals Board alternate member.

- l.** Councilmember Ocaña is hereby appointed to serve as the Third Mayor Pro-Tem.
- m.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Syracuse High School Community Council.
- n.** Councilmember Peterson is hereby appointed to serve as a non-voting member of the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- o.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Syracuse Elementary Community Council.
- p.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Cook Elementary Community Council.
- q.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Legacy Junior High Community Council.
- r.** Councilmember Peterson is hereby appointed to serve as an Employee Appeals Board member.
- s.** Councilmember Shingleton is hereby appointed to serve as the Second Mayor Pro-Tem.
- t.** Councilmember Shingleton is hereby appointed to serve as an Employee Appeals Board alternate member.
- u.** Councilmember Shingleton is hereby appointed to serve as the City's representative on the Buffalo Point Community Council.
- v.** Councilmember Shingleton is hereby appointed to serve as the Cemetery Sexton.
- w.** Councilmember Shingleton is hereby appointed to serve as the liaison to the Arts Council.
- x.** Councilmember Shingleton is hereby appointed to serve as the Museum Board Advisor.
- y.** Mayor Nagle is hereby appointed to serve as the liaison to the Youth Council.
- z.** Public Works Director Mike Waite shall seek election to the Davis and Weber Canal Board.
- aa.** Public Works Director Mike Waite is hereby appointed to serve as the City's representative on the Layton Canal Board.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE  
CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF FEBRUARY, 2011.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Jamie Nagle, Mayor

## COUNCILMEMBER ASSIGNMENTS

To be reviewed the January following an election, with the exception of Mayor Pro-Tem positions, which will rotate on an annual basis.

|                                                                   | 2010                     | 2011                     | 2012                     |
|-------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>ULCT Legislative Policy Committee - voting member</b>          | Councilmember Clark      | Councilmember Clark      |                          |
| <b>ULCT Legislative Policy Committee - voting member</b>          | Councilmember Kimmel     | Mayor Nagle              |                          |
| <b>ULCT Legislative Policy Committee - non voting member</b>      | Councilmember Knight     | Councilmember Peterson   |                          |
| <b>Employee Appeals Board member</b>                              | Councilmember Peterson   | Councilmember Peterson   |                          |
| <b>Employee Appeals Board member</b>                              | Councilmember Clark      | Councilmember Clark      |                          |
| <b>Employee Appeals Board alternate member</b>                    | Councilmember Shingleton | Councilmember Shingleton |                          |
| <b>Employee Appeals Board alternate member</b>                    | Councilmember Hammond    | Councilmember Ocaña      |                          |
| <b>Mayor Pro Tem</b>                                              | Councilmember Peterson   | Councilmember Clark      | Councilmember Shingleton |
| <b>Second Mayor Pro Tem</b>                                       | Councilmember Clark      | Councilmember Shingleton | Councilmember Kimmel     |
| <b>Third Mayor Pro Tem</b>                                        | Councilmember Shingleton | Councilmember Kimmel     | Councilmember Ocaña      |
| <b>Museum Board Advisor</b>                                       | Councilmember Hammond    | Councilmember Shingleton |                          |
| <b>Youth Court Liaison</b>                                        | Councilmember Hammond    | Councilmember Kimmel     |                          |
| <b>Cemetery Sexton</b>                                            | Councilmember Shingleton | Councilmember Shingleton |                          |
| <b>Youth Council Liaison</b>                                      |                          | Mayor Nagle              |                          |
| <b>Architectural Review Committee</b>                             | Councilmember Hammond    | By appt. as needed       |                          |
| <b>Planning Commission 1700 South (City Center) Sub-Committee</b> |                          | Councilmember Ocaña      |                          |
| <b>Planning Commission 200 South (SR 193) Sub-Committee</b>       |                          | Councilmember Clark      |                          |
| <b>Planning Commission Transportation Sub-Committee</b>           |                          | Councilmember Shingleton |                          |

ASSIGNMENTS

## RESOLUTION R12-02

### A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING CITY COUNCILMEMBERS TO VARIOUS COMMITTEE POSITIONS AND ASSIGNMENTS.

**WHEREAS** Syracuse City Councilmembers are desirous of being appointed to and serving on various community committees and boards; and

**WHEREAS** there are also internal City positions, such as Mayor Pro-Tem that Councilmembers are desirous of being appointed to; and

**WHEREAS** the Syracuse City Council discussed committee appointments and assignments during their Work Session Meeting of January 10, 2012 and determined appropriate appointments and assignments for each Councilmember and members of the Administration.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:**

#### **Section 1. Appointment.**

- a. Councilmember Shingleton is hereby appointed to serve as the Mayor Pro-Tem.
- b. Councilmember Kimmel is hereby appointed to serve as the Second Mayor Pro-Tem.
- c. is hereby appointed to serve as the Third Mayor Pro-Tem.
- d. is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- e. is hereby appointed to serve as the City's representative on the Bluff Ridge Elementary Community Council.
- f. is hereby appointed to serve as the City's representative on the Clearfield High School Community Council.
- g. is hereby appointed to serve on the Wasatch Integrated Waste Management District Board.
- h. is hereby appointed to serve as an Employee Appeals Board member.
- i. is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- j. is hereby appointed to serve as the City's representative on the Syracuse Junior High School Community Council.
- k. is hereby appointed to serve as the Youth Court Liaison.
- l. is hereby appointed to serve as an Employee Appeals Board alternate member.
- m. is hereby appointed to serve as the City's representative on the Syracuse High School Community Council.

- n. is hereby appointed to serve as a non-voting member of the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- o. is hereby appointed to serve as the City's representative on the Syracuse Elementary Community Council.
- p. is hereby appointed to serve as the City's representative on the Cook Elementary Community Council.
- q. is hereby appointed to serve as the City's representative on the Legacy Junior High Community Council.
- r. is hereby appointed to serve as an Employee Appeals Board member.
- s. is hereby appointed to serve as an Employee Appeals Board alternate member.
- t. is hereby appointed to serve as the City's representative on the Buffalo Point Community Council.
- u. is hereby appointed to serve as the liaison to the Arts Council.
- v. is hereby appointed to serve as the Museum Board Advisor.
- w. Mayor Nagle is hereby appointed to serve as the liaison to the Youth Council.
- x. Public Works Director Mike Waite shall seek election to the Davis and Weber Canal Board.
- y. Public Works Director Mike Waite is hereby appointed to serve as the City's representative on the Layton Canal Board.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10<sup>th</sup> DAY OF JANUARY, 2012.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Jamie Nagle, Mayor

## COUNCILMEMBER ASSIGNMENTS

To be reviewed the January following an election, with the exception of Mayor Pro-Tem positions, which will rotate on an annual basis.

|                                                                   | 2010                     | 2011                     | 2012                     |
|-------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>ULCT Legislative Policy Committee - voting member</b>          | Councilmember Clark      | Councilmember Clark      |                          |
| <b>ULCT Legislative Policy Committee - voting member</b>          | Councilmember Kimmel     | Mayor Nagle              |                          |
| <b>ULCT Legislative Policy Committee - non voting member</b>      | Councilmember Knight     | Councilmember Peterson   |                          |
| <b>Employee Appeals Board member</b>                              | Councilmember Peterson   | Councilmember Peterson   |                          |
| <b>Employee Appeals Board member</b>                              | Councilmember Clark      | Councilmember Clark      |                          |
| <b>Employee Appeals Board alternate member</b>                    | Councilmember Shingleton | Councilmember Shingleton |                          |
| <b>Employee Appeals Board alternate member</b>                    | Councilmember Hammond    | Councilmember Ocaña      |                          |
| <b>Mayor Pro Tem</b>                                              | Councilmember Peterson   | Councilmember Clark      | Councilmember Shingleton |
| <b>Second Mayor Pro Tem</b>                                       | Councilmember Clark      | Councilmember Shingleton | Councilmember Kimmel     |
| <b>Third Mayor Pro Tem</b>                                        | Councilmember Shingleton | Councilmember Kimmel     | Councilmember Ocaña      |
| <b>Museum Board Advisor</b>                                       | Councilmember Hammond    | Councilmember Shingleton |                          |
| <b>Youth Court Liaison</b>                                        | Councilmember Hammond    | Councilmember Kimmel     |                          |
| <b>Youth Council Liaison</b>                                      |                          | Mayor Nagle              |                          |
| <b>Architectural Review Committee</b>                             | Councilmember Hammond    | By appt. as needed       |                          |
| <b>Planning Commission 1700 South (City Center) Sub-Committee</b> |                          | Councilmember Ocaña      |                          |
| <b>Planning Commission 200 South (SR 193) Sub-Committee</b>       |                          | Councilmember Clark      |                          |
| <b>Planning Commission Transportation Sub-Committee</b>           |                          | Councilmember Shingleton |                          |

ASSIGNMENTS

**RESOLUTION NO. R12-03**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING  
COUNCILMEMBER TO THE ADMINISTRATIVE CONTROL  
BOARD OF THE WASATCH INTEGRATED WASTE MANAGEMENT  
DISTRICT.**

**WHEREAS**, Syracuse City, Utah (the City) is within the boundaries of Wasatch Integrated Waste Management District (the District) and desires to appoint a member of its Governing Body to the Administrative Control Board (the Board) of the District; and

**WHEREAS**, the Governing Body of the City is the appointing authority for such members of the Board under Section 17A-1-101(1), Utah Code Annotated 1952, as amended; and

**WHEREAS**, all actions required by law in connection with the appointment made by this Resolution have been taken, including all actions required under Title 17A, Chapter 1, Part 3, Utah Code Annotated 1953, as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Appointment.** Councilmember \_\_\_\_\_ is hereby appointed by the Governing Body of the City as a member of the Board of the District. Such appointment shall be for a term equal to Councilmember Clark's term on the Council, which shall end January 4, 2016.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10<sup>th</sup> DAY OF JANUARY, 2012.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Jamie Nagle, Mayor

# SYRACUSE CITY



## Syracuse City Council Agenda

January 10, 2012 - 7:00 p.m.

City Council Chambers

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Invocation or thought\*\*  
Pledge of Allegiance  
Adopt agenda
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
3. Presentation of Resolution R12-01 to Stoker's Nursery & Greenhouse Recognizing Receipt of the Syracuse City "Friend of the Community" Business Award
4. Consent agenda:
  - a. Resolution appointing City Councilmembers to various committee positions and assignments.
  - b. Resolution appointing a Councilmember to the Wasatch Integrated Waste Management District Administrative Control Board
5. Proposed Ordinance 12-01 amending various provisions of Title 10, the land use ordinance relating to Planned Residential Development.
6. Final plat approval for Stoker Gardens development
7. Councilmember Reports
8. Mayor Report
9. City Manager Report
10. Adjourn
11. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (roll call vote).

~~~~~  
In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 6th day of January, 2012 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on January 6, 2012.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER

**Members of the public who desire to offer a thought or invocation at Syracuse City Council Meetings shall contact the City Manager at least two (2) weeks in advance of the meeting. Request will be honored on a first come, first serve basis. In the event there are no requests to offer a comment or prayer, the Mayor may seek opening comment or prayer from those members of the public attending the meeting or from City Staff or City Council.



Mayor
Jamie Nagle

City Council
Alan L. Clark
D. Mathew Kimmel
Douglas Peterson
Larry D. Shingleton
Matthew Ocana

City Manager
Robert D. Rice

Factual Summation

- Any questions regarding this items may be directed at City Planner Kent Andersen
- See attached Resolution No. 12-01

MEMORANDUM

To: Mayor and City Council

From: Community and Economic Development Department

Date: January 10th, 2012

Subject: Presentation of a Resolution to Stoker's Nursery & Greenhouse Recognizing Receipt of the Syracuse City "Friend of the Community" Business Award

Background

Continuing marketing efforts to support and drive commerce, the Community and Economic Development Department developed a Business Award concept for the community. The second recipient of this award is Stoker's Nursery & Greenhouse. The CED Department has prepared a brief statement about the presentation for the upcoming City Council Regular Session. The background information is as follows:

Syracuse City "Friend of the Community" Business Award

To recognize the ongoing support to the residents of Syracuse from the business community, Stoker's Nursery and Greenhouse has been selected for the Syracuse City "Friend of the Community" Business Award. At the January 19th, 2012 Syracuse City Business Summit, Mayor Nagle and attending Council Members will present a framed business award certificate to Stoker's Nursery and Greenhouse, signed by Mayor Jamie Nagle and City Manager Robert Rice. Stoker's Nursery & Greenhouse representatives will accept the award on behalf of the company.

The second part of the Business Award is formal recognition and presentation of a resolution at a City Council meeting. The attached resolution recognizes Stoker's Nursery & Greenhouse as the Winter 2012 recipient of the business award.

Stoker Nursery & Greenhouse has been nominated because:

- Established in 1967 and is a long time employer of many residents in the community
- During peak times of the year, Stoker's employ as many as 37 employees
- Donates and plants flowers in the City roundabouts each year
- Donates poinsettia's for the Lions Club senior dinner each year
- 2011 was Stoker's Nursery & Greenhouse final year in operation

Recommendation

The Community & Economic Development Department hereby requests that the Mayor and City Council pass and adopt attached Resolution No. 12-01 recognizing Stoker's Nursery & Greenhouse as the recipient of the Syracuse City "Friend of the Community" Business Award. Furthermore, a representative from Stoker's Nursery & Greenhouse will be present at the City Council meeting, and CED staff recommends that the Mayor present the resolution at that time.

RESOLUTION NO. R12-01

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL
RECONGIZING STOKERS NURSERY & GREENHOUSE AS THE
WINTER 2012 RECIPIENT OF THE SYRACUSE CITY “FRIEND
OF THE COMMUNITY” BUSINESS AWARD.**

WHEREAS the Syracuse City “Friend of the Community” Business Award is given to a Syracuse business that has proven itself to be a friend of the community through social responsibility, philanthropic actions, and commitment to the community; and

WHEREAS Stokers Nursery & Greenhouse has been a significant business icon in the community for 45 years, reflects positively upon the city, and is emblematic of Syracuse City values; and

WHEREAS Stokers Nursery & Greenhouse, through acting as a long-time employer and contributor to numerous Syracuse City residents, events and activities, has been shown to be a highly valued “Friend of the Community”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Recognition. Stokers Nursery & Greenhouse is the recipient of the Winter 2012 Syracuse City “Friend of the Community” Business Award.

Section 2. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF JANUARY, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor



COUNCIL AGENDA

January 10, 2012

Agenda Item “4”

Consent agenda:

- a. Resolution appointing City Councilmembers to various committee positions and assignments.
- b. Resolution appointing a Councilmember to the Wasatch Integrated Waste Management District Administrative Control Board

Factual Summation

- Any questions regarding this item may be directed at City Recorder Cassie Brown
- Please see the attached previous and proposed resolutions regarding this agenda item.
- Please see below for the memo provided by Cassie Brown regarding this agenda item

Memorandum

At the beginning of each calendar year past Councils have reviewed the lists of appointments and assignments and made changes according to recent election results or other determining factors. I have included the most current list of assignments as well as a proposed resolution including the list of assignments with blanks to be filled in. It is my hope that the Governing Body can determine what appointments and assignments should be made so that a resolution can be adopted in the business meeting to formalize the direction given during the work session.

Also, the City has the opportunity to appoint one of its members to serve on the Wasatch Integrated Waste Management District (WIWMD) Administrative Control Board. Past-Councilmember Clark was appointed to this position until his term on the Council expired on January 2, 2012. The WIWMD Board will have its first meeting of 2012 at the beginning of February and they have asked that the Council appoint one of its members before that date. The WIWMD Board meets the first Wednesday of the month at 5:00 p.m. at its offices located at 1997 E. 3500 N. in Layton.

Staff Proposal

Adopt Proposed Resolution R12-02 appointing City Council members to various committee positions and assignments.

RESOLUTION R11-04

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING CITY COUNCILMEMBERS TO VARIOUS COMMITTEE POSITIONS AND ASSIGNMENTS.

WHEREAS Syracuse City Councilmembers are desirous of being appointed to and serving on various community committees and boards; and

WHEREAS there are also internal City positions, such as Mayor Pro-Tem and Department Liaison positions, that Councilmembers are desirous of being appointed to; and

WHEREAS the Syracuse City Council discussed committee appointments and assignments during their Work Session Meeting of January 11, 2011 and determined appropriate appointments and assignments for each Councilmember and members of the Administration.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment.

- a.** Mayor Nagle is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- b.** Councilmember Clark is hereby appointed to serve as the Mayor Pro-Tem.
- c.** Councilmember Clark is hereby appointed to serve as the City's representative on the Bluff Ridge Elementary Community Council.
- d.** Councilmember Clark is hereby appointed to serve as the City's representative on the Clearfield High School Community Council.
- e.** Councilmember Clark is hereby appointed to serve on the Wasatch Integrated Waste Management District Board.
- f.** Councilmember Clark is hereby appointed to serve as an Employee Appeals Board member.
- g.** Councilmember Clark is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- h.** Councilmember Kimmel is hereby appointed to serve as the City's representative on the Syracuse Junior High School Community Council.
- i.** Councilmember Kimmel is hereby appointed to serve as the Third Mayor Pro-Tem.
- j.** Councilmember Kimmel is hereby appointed to serve as the Youth Court Liaison.
- k.** Councilmember Ocaña is hereby appointed to serve as an Employee Appeals Board alternate member.

- l.** Councilmember Ocaña is hereby appointed to serve as the Third Mayor Pro-Tem.
- m.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Syracuse High School Community Council.
- n.** Councilmember Peterson is hereby appointed to serve as a non-voting member of the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- o.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Syracuse Elementary Community Council.
- p.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Cook Elementary Community Council.
- q.** Councilmember Peterson is hereby appointed to serve as the City's representative on the Legacy Junior High Community Council.
- r.** Councilmember Peterson is hereby appointed to serve as an Employee Appeals Board member.
- s.** Councilmember Shingleton is hereby appointed to serve as the Second Mayor Pro-Tem.
- t.** Councilmember Shingleton is hereby appointed to serve as an Employee Appeals Board alternate member.
- u.** Councilmember Shingleton is hereby appointed to serve as the City's representative on the Buffalo Point Community Council.
- v.** Councilmember Shingleton is hereby appointed to serve as the Cemetery Sexton.
- w.** Councilmember Shingleton is hereby appointed to serve as the liaison to the Arts Council.
- x.** Councilmember Shingleton is hereby appointed to serve as the Museum Board Advisor.
- y.** Mayor Nagle is hereby appointed to serve as the liaison to the Youth Council.
- z.** Public Works Director Mike Waite shall seek election to the Davis and Weber Canal Board.
- aa.** Public Works Director Mike Waite is hereby appointed to serve as the City's representative on the Layton Canal Board.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE
CITY, STATE OF UTAH, THIS 8th DAY OF FEBRUARY, 2011.**

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor

COUNCILMEMBER ASSIGNMENTS

To be reviewed the January following an election, with the exception of Mayor Pro-Tem positions, which will rotate on an annual basis.

	2010	2011	2012
ULCT Legislative Policy Committee - voting member	Councilmember Clark	Councilmember Clark	
ULCT Legislative Policy Committee - voting member	Councilmember Kimmel	Mayor Nagle	
ULCT Legislative Policy Committee - non voting member	Councilmember Knight	Councilmember Peterson	
Employee Appeals Board member	Councilmember Peterson	Councilmember Peterson	
Employee Appeals Board member	Councilmember Clark	Councilmember Clark	
Employee Appeals Board alternate member	Councilmember Shingleton	Councilmember Shingleton	
Employee Appeals Board alternate member	Councilmember Hammond	Councilmember Ocaña	
Mayor Pro Tem	Councilmember Peterson	Councilmember Clark	Councilmember Shingleton
Second Mayor Pro Tem	Councilmember Clark	Councilmember Shingleton	Councilmember Kimmel
Third Mayor Pro Tem	Councilmember Shingleton	Councilmember Kimmel	Councilmember Ocaña
Museum Board Advisor	Councilmember Hammond	Councilmember Shingleton	
Youth Court Liaison	Councilmember Hammond	Councilmember Kimmel	
Cemetery Sexton	Councilmember Shingleton	Councilmember Shingleton	
Youth Council Liaison		Mayor Nagle	
Architectural Review Committee	Councilmember Hammond	By appt. as needed	
Planning Commission 1700 South (City Center) Sub-Committee		Councilmember Ocaña	
Planning Commission 200 South (SR 193) Sub-Committee		Councilmember Clark	
Planning Commission Transportation Sub-Committee		Councilmember Shingleton	

ASSIGNMENTS

RESOLUTION R12-02

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING CITY COUNCILMEMBERS TO VARIOUS COMMITTEE POSITIONS AND ASSIGNMENTS.

WHEREAS Syracuse City Councilmembers are desirous of being appointed to and serving on various community committees and boards; and

WHEREAS there are also internal City positions, such as Mayor Pro-Tem that Councilmembers are desirous of being appointed to; and

WHEREAS the Syracuse City Council discussed committee appointments and assignments during their Work Session Meeting of January 10, 2012 and determined appropriate appointments and assignments for each Councilmember and members of the Administration.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment.

- a. Councilmember Shingleton is hereby appointed to serve as the Mayor Pro-Tem.
- b. Councilmember Kimmel is hereby appointed to serve as the Second Mayor Pro-Tem.
- c. is hereby appointed to serve as the Third Mayor Pro-Tem.
- d. is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- e. is hereby appointed to serve as the City's representative on the Bluff Ridge Elementary Community Council.
- f. is hereby appointed to serve as the City's representative on the Clearfield High School Community Council.
- g. is hereby appointed to serve on the Wasatch Integrated Waste Management District Board.
- h. is hereby appointed to serve as an Employee Appeals Board member.
- i. is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- j. is hereby appointed to serve as the City's representative on the Syracuse Junior High School Community Council.
- k. is hereby appointed to serve as the Youth Court Liaison.
- l. is hereby appointed to serve as an Employee Appeals Board alternate member.
- m. is hereby appointed to serve as the City's representative on the Syracuse High School Community Council.

- n. is hereby appointed to serve as a non-voting member of the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.
- o. is hereby appointed to serve as the City's representative on the Syracuse Elementary Community Council.
- p. is hereby appointed to serve as the City's representative on the Cook Elementary Community Council.
- q. is hereby appointed to serve as the City's representative on the Legacy Junior High Community Council.
- r. is hereby appointed to serve as an Employee Appeals Board member.
- s. is hereby appointed to serve as an Employee Appeals Board alternate member.
- t. is hereby appointed to serve as the City's representative on the Buffalo Point Community Council.
- u. is hereby appointed to serve as the liaison to the Arts Council.
- v. is hereby appointed to serve as the Museum Board Advisor.
- w. Mayor Nagle is hereby appointed to serve as the liaison to the Youth Council.
- x. Public Works Director Mike Waite shall seek election to the Davis and Weber Canal Board.
- y. Public Works Director Mike Waite is hereby appointed to serve as the City's representative on the Layton Canal Board.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF JANUARY, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor

COUNCILMEMBER ASSIGNMENTS

To be reviewed the January following an election, with the exception of Mayor Pro-Tem positions, which will rotate on an annual basis.

	2010	2011	2012
ULCT Legislative Policy Committee - voting member	Councilmember Clark	Councilmember Clark	
ULCT Legislative Policy Committee - voting member	Councilmember Kimmel	Mayor Nagle	
ULCT Legislative Policy Committee - non voting member	Councilmember Knight	Councilmember Peterson	
Employee Appeals Board member	Councilmember Peterson	Councilmember Peterson	
Employee Appeals Board member	Councilmember Clark	Councilmember Clark	
Employee Appeals Board alternate member	Councilmember Shingleton	Councilmember Shingleton	
Employee Appeals Board alternate member	Councilmember Hammond	Councilmember Ocaña	
Mayor Pro Tem	Councilmember Peterson	Councilmember Clark	Councilmember Shingleton
Second Mayor Pro Tem	Councilmember Clark	Councilmember Shingleton	Councilmember Kimmel
Third Mayor Pro Tem	Councilmember Shingleton	Councilmember Kimmel	Councilmember Ocaña
Museum Board Advisor	Councilmember Hammond	Councilmember Shingleton	
Youth Court Liaison	Councilmember Hammond	Councilmember Kimmel	
Youth Council Liaison		Mayor Nagle	
Architectural Review Committee	Councilmember Hammond	By appt. as needed	
Planning Commission 1700 South (City Center) Sub-Committee		Councilmember Ocaña	
Planning Commission 200 South (SR 193) Sub-Committee		Councilmember Clark	
Planning Commission Transportation Sub-Committee		Councilmember Shingleton	

ASSIGNMENTS

RESOLUTION NO. R12-03

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING
COUNCILMEMBER TO THE ADMINISTRATIVE CONTROL
BOARD OF THE WASATCH INTEGRATED WASTE MANAGEMENT
DISTRICT.**

WHEREAS, Syracuse City, Utah (the City) is within the boundaries of Wasatch Integrated Waste Management District (the District) and desires to appoint a member of its Governing Body to the Administrative Control Board (the Board) of the District; and

WHEREAS, the Governing Body of the City is the appointing authority for such members of the Board under Section 17A-1-101(1), Utah Code Annotated 1952, as amended; and

WHEREAS, all actions required by law in connection with the appointment made by this Resolution have been taken, including all actions required under Title 17A, Chapter 1, Part 3, Utah Code Annotated 1953, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Appointment. Councilmember _____ is hereby appointed by the Governing Body of the City as a member of the Board of the District. Such appointment shall be for a term equal to Councilmember Clark's term on the Council, which shall end January 4, 2016.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF JANUARY, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor



Mayor
Jamie Nagle

City Council
Alan L. Clark
D. Mathew Kimmel
Douglas Peterson
Larry D. Shingleton
Matthew Ocana

City Manager
Robert D. Rice

Factual Summation

- Any questions regarding this items may be directed at Community and Economic Development Director Mike Eggett
- Please see the attached proposed changes to Title 10 Chapter 15 PRD – Planned Residential Development
- Please see the attached Ordinance No. 12-01

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: January 10th, 2011

Subject: Proposed changes to Title 10 Chapter 15 PRD – Planned Residential Development

Background

In review of the current Stoker Gardens subdivision request, staff identified an inconsistency in the application of setbacks within the PRD zone when compared to other residential zones. The current PRD zone requires the setback to the nearest zone boundary to not exceed the height of the building, with a building height maximum of 30 feet. For example, if the building is 22 feet high, it must be at least 22 feet away from the nearest zone boundary. All other residential zones do not restrict building height to the distance from the nearest zones. Zones setbacks in all other residential zones are dictated by yard setbacks.

In relation to height, all other residential zones allow a maximum of 35 feet in height. PRD will maintain a maximum of 30 feet in height. The reasoning for this decrease in height allowed encourages a development that may reach 12 units per net acre to not be as overwhelming to neighboring uses.

Consideration of an Amendment to the Cluster Subdivision Ordinance

On January 3rd, 2012 the Syracuse City Planning Commission held a public hearing regarding the proposed amendments to the PRD ordinance, in which no comments were received. On

January 3rd, 2012 the Syracuse City Planning Commission approved recommendation to the Syracuse City Council amendments to Title Ten, Chapter 15, PRD – Planned Residential Development within the Syracuse City Code as attached. This amendment allows for units built within a PRD zone to let yard setbacks dictate the distance of buildings from an adjacent zone boundary, not building heights. This is consistent with all residential zone building setbacks. The amendment also clarifies a clerical oversight from “a maximum of eight (8) dwelling units” to “a maximum of twelve dwelling units,” as listed on page 3 under 10-15-050.

Recommendation

The Community & Economic Development Department hereby recommends, following recommendation from the Syracuse City Planning Commission, that the Mayor and City Council amend Title Ten, Chapter 15, PRD – Planned Residential Development within the Syracuse City Code to reflect attached Ordinance No. 12-01.

ORDINANCE NO. 12-01

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING
VARIOUS PROVISIONS OF TITLE 10, THE LAND USE ORDINANCE,
RELATING TO PRD – PLANNED RESIDENTIAL DEVELOPMENT.**

WHEREAS, the Syracuse City Council has previously adopted the City Subdivision Ordinance and the City Land Use Ordinance for the purpose of regulating the use of land within the City; and

WHEREAS, the City Council hereby finds and determines that the use of subdivision and land use regulations is necessary to promote the public welfare by regulating the use of land in a manner that promotes sustainable development and preserves property values of both developing property and existing development; and

WHEREAS, the City Council hereby further finds that the City Subdivision Ordinance and the City Land Use Ordinance requires amendment to provide consistency in residential zone application and expanding flexibility to developers;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:

Section 1. Amendment. Section 10-15 of the Syracuse City Code is hereby amended to read in its entirety as follows:

CHAPTER 15

(previous Chapter 15 (R-4 Zone) repealed by Ord. 11-05)

PRD - PLANNED RESIDENTIAL DEVELOPMENT

(Up To 8.0 Dwelling Units Per Net Acre; or up to 12.0 Dwelling Units Per Net Acre, subject to Recommendation by the Planning Commission and Approval by City Council) (Ord. 11-04)

10-15-010: Purpose

10-15-020: Permitted Uses

10-15-030: Conditional Uses

10-15-040: Minimum Lot Standards

10-15-050: Development Plan and Agreement Requirements

10-15-060: Design Standards

10-15-070: Street Design

10-15-080: Off-Street Parking and Loading

10-15-090: Signs

10-15-010: PURPOSE. The purpose of this Zone is to allow diversification in the relationship of residential uses to their sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling-units that allows imaginative concepts of neighborhood and housing options and provides variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this Zone is to encourage good neighborhood design while insuring compliance with the intent of the Subdivision and Zoning Ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active home owner's association or similar organization with appointed management. (Ord. 06-17)

10-15-020: PERMITTED USES. The following are permitted uses by right provided the parcel and building meet all other provisions of this Title and any other applicable ordinances of Syracuse City

- (A) Accessory Uses and Buildings (under two hundred [200] square feet)
- (B) Churches, Synagogues, and Temples
- (C) Dwelling Units, Single-Family (no more than four [4] units attached)
- (D) Educational Services
- (E) Household Pets (Ord. 08-07)
- (F) Private Parks
- (G) Public and Quasi-Public Buildings
- (H) Residential Facilities for Persons with Disabilities and Assisted Living Centers (Ord 04-12) (Ord. 06-17)

10-15-030: CONDITIONAL USES. The following may be permitted conditional uses after approval as specified in Section 10-4-080 of this Title.(1991) (Ord. 08-07)

- (A) Day-Care Centers [Major] (Ord. 11-10)
- (B) Home Occupations [Minor or Major] (Ord. 11-10)
- (C) Temporary Commercial Uses (see Section 10-7-050) [Minor] (Ord. 11-10)
- (D) Temporary Use of Buildings (see Section 10-6-100)(A)(9) [Minor] (Ord. 11-02) (Ord. 11-10)

10-15-040: MINIMUM LOT STANDARDS. All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards: (1998)

- (A) Density: The City shall determine the dwelling-unit density, building setbacks, and minimum lot size through a development plan based on the specific merits of the proposed development as well as on factors such as recreation facilities, greater open space, landscaping features, fencing type and design, signage, clubhouse provisions, homeowners' covenants, professional maintenance, trails/pathways, and quality of exterior-building materials. However, condominium developments shall comply with the Utah Condominium Act, but in no case shall the overall density of the development exceed eight (8) dwelling units per net acre, without recommendation for approval by the Planning Commission and the consent and approval of the City Council. (Ord. 08-07) (Ord. 11-04)

The overall density of the development may exceed eight (8) dwelling units per net acre and increase up to a maximum of twelve (12) dwelling units per net acre only after receiving recommendation for approval by the Planning Commission and consent and approval by the City Council. The Planning Commission recommendation and City Council consent and approval, for a developer to exceed eight (8) dwelling units per net acre, shall be subject to the ability of the development plan to meet the following criteria: (Ord. 11-04)

1. The development area shall be a transitional residential buffer to commercial, industrial, and/or retail zones, as established in the General Plan; (Ord. 11-04)
2. The development shall provide a standard road right-of-way of sixty feet (60') which shall include curb, gutter, and sidewalk improvements; (Ord. 11-04)
3. The development shall provide a minimum of thirty-five (35) percent parks and/or functional open space within the development based on the net acreage of the proposed development; (Ord. 11-04)
4. The aesthetic and landscaping proposals shall provide a superior residential development and environment; (Ord. 11-04)
5. The development shall provide adequate off-street parking area(s), subject to requirements of this Chapter and off-street parking requirements as found in Chapter 8 of this title; and (Ord. 11-04)
6. The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway. (Ord. 11-04)

(B) Lot Width: Determined by development plan

(C) Front Yard: Twenty (20 feet) (Ord. 08-07)

(D) Side Yards: A minimum of sixteen (16) feet between attached units

- (E) Rear Yard: A minimum of fifteen (15) feet (Ord. 08-07)
- (F) Building Height: As allowed by current adopted building code, with a maximum height of thirty (30) feet to the top of the roof structure (Ord. 08-07)
- (G) Open Space: A minimum fifty (50) percent of the total land area, excluding roadways, buildings, and above-ground City infrastructure. (Ord. 08-07)

10-15-050: DEVELOPMENT PLAN AND AGREEMENT REQUIREMENTS.

- (A) Subdivision Ordinance requirements shall generally apply to Planned Residential Communities. The developer shall submit a residential development plan of all project phases for City consideration and approval-and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when Federal, State, County, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest. The Land Use Authority shall use the submitted development plan and agreement with the design amenities and unique development features and merits of the development to determine overall development dwelling-unit density up to a maximum of twelve (12) dwelling units per net acre. (Ord. 08-07)
- (B) A Planned Residential Development must have a minimum of five (5) acres with a minimum of twenty (20) percent of the acreage in common space area excluding required roadways, curbs, and other City infrastructure. (Ord. 11-04)
- (C) The developer shall landscape all open or common space around or adjacent to building lots and maintain the same through a lawfully-organized home owner's association, residential management company, or similar organization.
- (D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.
- (E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Open space and recreational areas should be the focal point for the overall design of the development, with various community facilities grouped in places well related to these open spaces and easily accessible to pedestrians.
- (F) The proposed development shall show it will not be detrimental to the health, safety, or general welfare of persons residing adjacent to the proposed development.
- (G) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a

legally-established owners' association and governed by enforceable, duly recorded CC&Rs. (Ord. 06-17)

10-15-060: DESIGN STANDARDS. The Land Use Authority shall approve the required common-building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with Syracuse City Design Ordinance 10-6-020.

10-15-070: STREET DESIGN. The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City.

10-15-080: OFF-STREET PARKING AND LOADING. Off -street parking and loading shall be as specified in Chapter 8 of this Title. Provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs. (1991) (Ord. 06-17) (Ord. 08-07)

10-15-090: SIGNS. The signs permitted in this Zone shall be those allowed in residential zones by Chapter 9 of this Title.(1991) (Ord. 08-07)

Section 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,
STATE OF UTAH, THIS 10th DAY OF JANUARY, 2012.**

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

TITLE X

CHAPTER 15

(previous Chapter 15 (R-4 Zone) repealed by Ord. 11-05)

PRD - PLANNED RESIDENTIAL DEVELOPMENT

(Up To 8.0 Dwelling Units Per Net Acre; or up to 12.0 Dwelling Units Per Net Acre, subject to Recommendation by the Planning Commission and Approval by City Council) (Ord. 11-04)

10-15-010: Purpose

10-15-020: Permitted Uses

10-15-030: Conditional Uses

10-15-040: Minimum Lot Standards

10-15-050: Development Plan and Agreement Requirements

10-15-060: Design Standards

10-15-070: Street Design

10-15-080: Off-Street Parking and Loading

10-15-090: Signs

10-15-010: PURPOSE. The purpose of this Zone is to allow diversification in the relationship of residential uses to their sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling-units that allows imaginative concepts of neighborhood and housing options and provides variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this Zone is to encourage good neighborhood design while insuring compliance with the intent of the Subdivision and Zoning Ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active home owner's association or similar organization with appointed management. (Ord. 06-17)

10-15-020: PERMITTED USES. The following are permitted uses by right provided the parcel and building meet all other provisions of this Title and any other applicable ordinances of Syracuse City

- (A) Accessory Uses and Buildings (under two hundred [200] square feet)
- (B) Churches, Synagogues, and Temples
- (C) Dwelling Units, Single-Family (no more than four [4] units attached)

- (D) Educational Services
- (E) Household Pets (Ord. 08-07)
- (F) Private Parks
- (G) Public and Quasi-Public Buildings
- (H) Residential Facilities for Persons with Disabilities and Assisted Living Centers (Ord 04-12) (Ord. 06-17)

10-15-030: CONDITIONAL USES. The following may be permitted conditional uses after approval as specified in Section 10-4-080 of this Title.(1991) (Ord. 08-07)

- (A) Day-Care Centers [Major] (Ord. 11-10)
- (B) Home Occupations [Minor or Major] (Ord. 11-10)
- (C) Temporary Commercial Uses (see Section 10-7-050) [Minor] (Ord. 11-10)
- (D) Temporary Use of Buildings (see Section 10-6-100)(A)(9) [Minor] (Ord. 11-02) (Ord. 11-10)

10-15-040: MINIMUM LOT STANDARDS. All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards: (1998)

- (A) Density: The City shall determine the dwelling-unit density, building setbacks, and minimum lot size through a development plan based on the specific merits of the proposed development as well as on factors such as recreation facilities, greater open space, landscaping features, fencing type and design, signage, clubhouse provisions, homeowners' covenants, professional maintenance, trails/pathways, and quality of exterior-building materials. However, condominium developments shall comply with the Utah Condominium Act, but in no case shall the overall density of the development exceed eight (8) dwelling units per net acre, without recommendation for approval by the Planning Commission and the consent and approval of the City Council. (Ord. 08-07) (Ord. 11-04)

Deleted: !

The overall density of the development may exceed eight (8) dwelling units per net acre and increase up to a maximum of twelve (12) dwelling units per net acre only after receiving recommendation for approval by the Planning Commission and consent and approval by the City Council. The Planning Commission recommendation and City Council consent and approval, for a developer to exceed eight (8) dwelling units per net acre, shall be subject to the ability of the development plan to meet the following criteria: (Ord. 11-04)

1. The development area shall be a transitional residential buffer to commercial, industrial, and/or retail zones, as established in the General Plan; (Ord. 11-04)

2. The development shall provide a standard road right-of-way of sixty feet (60') which shall include curb, gutter, and sidewalk improvements; (Ord. 11-04)
3. The development shall provide a minimum of thirty-five (35) percent parks and/or functional open space within the development based on the net acreage of the proposed development; (Ord. 11-04)
4. The aesthetic and landscaping proposals shall provide a superior residential development and environment; (Ord. 11-04)
5. The development shall provide adequate off-street parking area(s), subject to requirements of this Chapter and off-street parking requirements as found in Chapter 8 of this title; and (Ord. 11-04)
6. The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway. (Ord. 11-04)

- (B) Lot Width: Determined by development plan
- (C) Front Yard: Twenty (20 feet) (Ord. 08-07)
- (D) Side Yards: A minimum of sixteen (16) feet between attached units
- (E) Rear Yard: A minimum of fifteen (15) feet (Ord. 08-07)
- (F) Building Height: As allowed by current adopted building code, with a maximum height of thirty (30) feet to the top of the roof structure. (Ord. 08-07)
- (G) Open Space: A minimum fifty (50) percent of the total land area, excluding roadways, buildings, and above-ground City infrastructure. (Ord. 08-07)

Deleted: Equal to the horizontal distance from the nearest zone boundary

Deleted: ridge.

10-15-050: DEVELOPMENT PLAN AND AGREEMENT REQUIREMENTS.

- (A) Subdivision Ordinance requirements shall generally apply to Planned Residential Communities. The developer shall submit a residential development plan of all project phases for City consideration and approval, and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when Federal, State, County, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest. The Land Use Authority shall use the submitted development plan and agreement with the design amenities and unique development features and merits of the development to determine overall development dwelling-unit density up to a maximum of twelve (12) dwelling units per net acre. (Ord. 08-07)

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Deleted: eight (8)

- (B) A Planned Residential Development must have a minimum of five (5) acres with a minimum of twenty (20) percent of the acreage in common space area excluding required roadways, curbs, and other City infrastructure. (Ord. 11-04)
- (C) The developer shall landscape all open or common space around or adjacent to building lots and maintain the same through a lawfully-organized home owner's association, residential management company, or similar organization.
- (D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.
- (E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Open space and recreational areas should be the focal point for the overall design of the development, with various community facilities grouped in places well related to these open spaces and easily accessible to pedestrians.
- (F) The proposed development shall show it will not be detrimental to the health, safety, or general welfare of persons residing adjacent to the proposed development.
- (G) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally-established owners' association and governed by enforceable, duly recorded CC&Rs. (Ord. 06-17)

10-15-060: DESIGN STANDARDS. The Land Use Authority shall approve the required common-building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with Syracuse City Design Ordinance 10-6-020.

10-15-070: STREET DESIGN. The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City.

10-15-080: OFF-STREET PARKING AND LOADING. Off -street parking and loading shall be as specified in Chapter 8 of this Title. Provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs. (1991) (Ord. 06-17) (Ord. 08-07)

10-15-090: SIGNS. The signs permitted in this Zone shall be those allowed in residential zones by Chapter 9 of this Title.(1991) (Ord. 08-07)



Mayor
Jamie Nagle

City Council
Alan L. Clark
D. Mathew Kimmel
Douglas Peterson
Larry D. Shingleton
Matthew Ocana

City Manager
Robert D. Rice

MEMORANDUM

Factual Summation

- Any questions regarding this item may be directed at Community and Economic Development Director Michael Eggett
- Please see attached Stoker Gardens Subdivision Packet

To: Mayor and City Council

From: Community & Economic Development Department

Date: January 10th, 2012

Subject: Stoker Gardens Subdivision: Castle Creek Homes' request for Final Plan approval of a Planned Residential Development, located at approximately 2040 South 1000 West

Background

On August 16, 2011 the Planning Commission held two public hearings to consider applications made by Castle Creek Homes. The first regarded rezoning 6.4 acres, located at approximately 2040 South 1000 West, from General Commercial and R-2 Single-Family Residential zones to a Planned Residential Development zone, and the second regarded sketch plan approval for a Planned Residential Development Subdivision for 81 lots. The Planning Commission recommended approval of the rezone, subject to all applicable requirements of the City Municipal Codes and City staff's review letter, dated August 12, 2011. After much deliberation over the sketch plan, the Commission tabled it until the applicant could provide drawings that reflected accurate acreage, a viable footprint of lots with an appropriate number of units that did not exceed the maximum density allowed for the zone, and appropriate answers to the issue of the large accessory building as far as landscaping, maintenance, access, platting, how it would affect the open-space calculations, restrictions, the cell tower, and other legal impacts. Commissioners tried to schedule a special meeting to help the Stokers meet their needed timeline for the sale of this property to Castle Creek Homes, but the motion failed.

On September 6, 2011, the Planning Commission granted Sketch Plan approval, subject to all requirements of the Land Use and Subdivision ordinances and City staff's review letter, dated September 1, 2011.

On November 15, 2011, the Planning Commission considered preliminary plans and written documentation from residents regarding the future connection of the Harvest Point Subdivision to 1000 West. The Fire and Police departments supported the proposed connection for emergency services and pointed out the fact that this was not the only access needed to that area. City staff worked with residents to alleviate their concerns, such as requiring a four-way stop at the 2150 South 1230 West intersection and a stop sign in Stoker Gardens as well as speed limits of 25 mph. A proposed 90-degree configuration and t-intersection would slow traffic as well and discourage through traffic. At the end of their discussions, the Commission granted Preliminary Plan approval subject to all applicable requirements of the City Municipal Codes, as identified in the City staff review, dated November 10, 2011, and the City Engineer's comments, dated November 9, 2011.

On December 20, 2011, the Planning Commission considered final plans. However, staff pointed out that their review identified an issue with the building heights as proposed. The PRD zone required heights to be "equal to the horizontal distance from the nearest zone boundary with a maximum height of 30 feet to the top of the roof ridge." Since the rear setbacks were only 21 feet on the south side and 15 feet on the north side, and the height of the buildings were 26 feet 3 ½ inches, the developer needed to reduce the height, depth, or eliminate units to increase the setbacks. Upon comparing these regulations with those in other zones, staff realized that buildings in the General Commercial zone on the north side could be 35 feet high and as close as 10 feet to the boundary line and residential homes on the other three sides could be as high as 35 feet and as close as 8 feet to the boundary line. Therefore, staff proposed an amendment to the PRD zone regulations to match them a little more closely with the minimum lot standards in other zones. The Commission then tabled the item until their January 3, 2012, meeting in order to consider such a proposed amendment.

On January 3, 2012, the Planning Commission reviewed a proposed amendment to the Planned Residential Development regulations regarding minimum lot standards specific to building heights and recommended approval to amend Section 10-15-040(F) to read, "Building Height: As allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure." During that same meeting, the Commission also revisited the Final Plans for the Stoker Gardens PRD Subdivision and recommended approval, subject to all applicable requirements of the City's Municipal Code, City Engineer and staff reviews, dated January 3, 2012, and the condition that the plans include a landscape-relocation table to sheet 12, verification that the storm-drain water, shown on sheet 4, entering the subdivision from the north was properly handled, a correction in the development agreement regarding garage widths, and a clarification for the retaining wall as to whether it was part of the foundation or side structure as far as footings and the possible need for a hand rail.

The following documents have been included in your packets for your use and review:

- Departmental Staff Review dated January 4, 2012
- City Engineer's Review dated January 2, 2012
- Development Agreement with Castle Creek Homes/Mike Schultz Construction
- Final Plat Sheets 1-3

- Improvement Drawings Sheets 1-11
- Landscape Plans Sheets 12-13
- Examples of Color Elevations for proposed buildings
- Lot Addresses
- A Sample Copy of CC&R's for a Castle Creek Homes development

Recommendation

The Community and Economic Development Department hereby recommends that the City Council review the Stoker Gardens PRD final approval request for discussion purposes. Community and Economic Development Department Staff hereafter recommend that the City Council, following the recommendation from the Planning Commission, to approve the Stoker Gardens PRD Subdivision, located at approximately 2050 South 1000 West, to move forward with development for the proposed subdivision, subject to all recommendations made by the Planning Commission, City Staff, and the City Engineer.

Stoker Gardens Subdivision Packet

Included:

- Department Staff Review, dated January 4, 2012
- City Engineer's review, dated January 2, 2012
- Development Agreement
- Final Plan sheets 1-3
- Improvement Drawings 1-11
- Landscape Plans sheets 12-13
- Colored elevations
- Lot addresses
- Sample CC&R's



SYRACUSE
EST. CITY 1935

Subdivision Final Plan Review – Stoker Gardens PRD

Completed by Mike Eggett, CED Director on 1/4/2012

8-6-1/8-6-2: Final Plat/Final Plan and Profile:	Planning Staff Review:
1. Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	1. Stoker Gardens P.R.D.
2. Accurate angular and linear dimensions to describe boundaries, streets, easements, areas reserved for public use, etc.	2. Yes
3. Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	3. Yes
4. Street address shown for each lot.	4. Yes
5. True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	5. Yes
6. Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	6. Yes
7. Accurate location of all monuments to be installed shown by appropriate symbol.	7. Yes, monument placement in roads and at four corners of subdivision.
8. Dedication to City of all streets and other public uses and easements.	8. Yes
9. Street monuments shown on Final Plat.	9. Yes
10. Pipes or other iron markers shown on the plat.	10. Yes

<p>11. Outlines and dimensions of public use areas or areas reserved for common use of all property owners showing on plat.</p> <p>12. Boundary, lot and other geometrics on Final Plat accurate to not less than one part in five thousand.</p> <p>13. Location, function, ownership and manner of maintenance of remaining common open space showing on plat or in submission.</p> <p>14. Legal boundary description of the subdivision and acreage included.</p> <p>15. Current inset City map showing location of subdivision.</p> <p>16. Standard signatures forms/boxes reflected on the Final Plat.</p>	<p>11. Yes, common use areas are shaded in grey throughout subdivision plat and "park areas" are identified.</p> <p>12. Yes, refer to Engineer for further.</p> <p>13. Notes regarding location, function, and ownership reflected on plat as public utility. Adequate information contained in development agreement pertaining to common areas and public open space maintenance.</p> <p>14. Yes, 7.739 acres</p> <p>15. Yes, this is reflected on plat.</p> <p>16. Yes, everything required is reflected.</p>
<p>Final Plan and Profile</p> <p>17. Plan for culinary water improvements.</p> <p>18. Plan for secondary water improvements.</p> <p>19. Plan for sanitary sewer.</p> <p>20. Land drain.</p> <p>21. Storm water.</p> <p>22. Streets.</p> <p>23. Stationing.</p>	<p>17. Submitted, see Engineer review.</p> <p>18. Submitted, see Engineer review.</p> <p>19. Submitted, see Engineer review.</p> <p>20. Submitted, see Engineer review.</p> <p>21. Submitted, see Engineer review.</p> <p>22. Submitted, see Engineer review.</p> <p>23. Submitted, see Engineer review.</p>

<p>24. Agreements.</p> <p>8-5-1 To Resolve items</p> <p>25. Location, width and name of existing streets within two hundred (200) feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.</p> <p>26. Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.</p> <p>27. Boundary lines of adjacent tracts of undivided land showing ownership.</p>	<p>24. No agreements with adjacent property owners required, developer has submitted copies of development agreement for review.</p> <p>25. Developer to verify if any other easements or rights-of-way exist in development.</p> <p>26. Storm drain easement on south of project and access easement for cellular tower northwest identified. Developer using concrete paver to the north of lot 35.</p> <p>27. Yes</p>
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<p>Chapter 15 PRD – Planned Residential Development</p> <p>10-6-020 Regulations for Buildings and Structures</p> <p>Regulations for new residential construction must meet one (1) of two (2) building design options:</p> <p>(1)Front 75 percent brick, rock, or stone design; or</p> <p>(2)Front 30 percent brick, rock, or stone design with remainder covered in hardy board or plank</p> <p>10-15-020 Permitted Use</p> <p>(C) Dwelling Units, Single Family (no more than four [4] units attached):</p>	<p>Planning Staff Review:</p> <p>10-6-020 Regulations for Buildings and Structures</p> <p>(1) See Building Official comments</p> <p>(2) See Building Official comments</p> <p>10-15-020 Permitted Use</p> <p>(C) Yes</p>
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<p>10-15-040 Minimum Lot Standards</p> <p>(A) Density. The Planning Commission recommendation and City Council consent and approval, for a developer shall be subject to the ability of the development plan to meet the follow criteria:</p> <ol style="list-style-type: none"> 1. Development area is a transitional residential buffer to commercial, industrial, and/or retail zones 2. Development provides a standard road right-of-way of sixty feet (60') including curb, gutter, sidewalk 3. Development provides minimum of thirty-five (35) percent parks and/or functional open space based on net acreage of the proposed development 4. Aesthetic and landscaping proposals provide a superior residential development /environment 5. Development provides adequate off-street parking area(s), subject requirements of this Chapter and off-street parking requirements as found in Chapter 8 of this title 6. Development design includes direct connection to major arterial, minor arterial, or major collector <p>(B) Lot Width: Determined by development plan</p> <p>(C) Front Yard. Twenty (20) feet</p>	<p>10-15-040 Minimum Lot Standards</p> <ol style="list-style-type: none"> 1. Yes 2. Yes, please reference 60' r.o.w. depiction on plat for more detail. 3. Yes, development is providing 37.9% of net acreage of proposed development for park area/functional open space. 4. Yes, this appears to be the plan based upon landscape design, subdivision sign landmark, and architectural design. Please discuss further with developer, as desired. 5. Yes, 226 total spaces are available; this does not count available on-street parking. Equates to average 3.4 off-street parking spaces per unit. Minimum req of 2.5 per unit exceeded. 6. Yes, 1000 West connection is designated as a major collector roadway. <p>(B) Typical building detail is illustrated on the final plat reflecting lot widths of the units.</p> <p>(C) Yes</p>
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<p>(D) Side Yards. Minimum sixteen (16) feet between attached units</p> <p>(E) Rear Yard. Minimum fifteen (15) feet</p> <p>(F) Building Height. Equal to horizontal distance from nearest zone boundary with max height thirty (30) feet to top of the roof ridge</p> <p>(G) Open Space. Minimum fifty (50) percent total land area, excluding roadways, buildings, and above-ground City infrastructure</p>	<p>(D) Yes</p> <p>(E) Yes</p> <p>(F) 26' - 3 ½"</p> <p>(G) Yes, total of 52.5% total open space available in development.</p>
<p>10-15-050 Development Plan and Agreement Requirements</p> <p>Developer is required to submit information supporting all subsections (A)-(G) of this ordinance, which include but are not limited to: the completion of a Development Agreement with the City and also the management of the development with a homeowner's association, residential management company, or similar organization.</p>	<p>10-15-050 Development Plan and Agreement Requirements</p> <p>Developer has submitted a development agreement and a sample Covenants, Conditions and Restrictions for another Castle Creek property to staff and Planning Commission along with final plat submission, according to municipal code standards. Brief discussion regarding the development agreement and CC&R's may be desirable at this time.</p>
<p>10-15-060 Design Standards</p> <p>Common-building theme for the development needs to be established by the developer for preliminary review discussion. Unification of exterior architectural style, building materials, and color and size of each unit needs to be established. However, the design should not be so dominant that all units are identical. General Syracuse City Design Ordinance standards are located in 10-6-020 of the Municipal Code.</p>	<p>10-15-060 Design Standards</p> <p>See submitted elevations drawing to review common-building theme. This could be discussed further with developer regarding common-building theme plan for the development.</p>
<p>10-15-070 Street Design</p> <p>Developer plans to dedicate all street rights-of-way associated with the development to the City.</p>	<p>10-15-070 Street Design</p> <p>Yes, this is the intent of developer for all street rights-of-way in development.</p>

<p>10-15-080 Off-Street Parking and Loading</p> <p>Developer needs to adhere to standards established in Title 10 Chapter 8 of the Municipal Code regarding off-street parking for the development.</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Planned Residential Development family Dwellings. Minimum requirement of 2.5 parking spaces per dwelling unit</p> <p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Ingress and Egress standards</p> <p>Distance from Intersections. No driveway approach located closer than twenty (20) feet to intersection</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Developer is required to follow (A)-(I) of this section when developing parking areas within the development</p> <p>10-15-090 Signs</p> <p>Developer is required to follow Title 10 Chapter 9 of the Municipal Code when implementing the use of any signs for the development.</p>	<p>10-15-080 Off-Street Parking and Loading</p> <p>Yes, 226 total spaces are available; this does not count available on-street parking. Equates to average 3.4 off-street parking spaces per unit. Minimum req of 2.5 per unit exceeded.</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Yes, see previous answer above.</p> <p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Please not that units 42, 43, 44, and 45 share a driveway.</p> <p>Yes, this standard has been met and there are no driveways closer than twenty (20) feet to intersection.</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Refer to developer for discussion.</p> <p>10-15-090 Signs</p> <p>Developer intends to submit a sign plan at a later date.</p>
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<p>Chapter 6 – General Land Use Regulations</p> <p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Visibility at Intersections.</p>	<p>Planning Staff Review:</p> <p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Yes</p>
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<p>10-6-080 Buffer Yards</p> <p>(C) <u>Determination and Approval of Buffer Yards Required.</u> To determine the type of buffer yard required between two (2) adjacent parcels or between a parcel and a street, the following procedure shall apply:</p> <ol style="list-style-type: none"> 1. Identify the land use category of the proposed use. 2. Identify the use category of the existing land use adjacent of the proposed use by an on-site survey to determine the intensity classification from Table 1. Agricultural determination need not directly relate to whether or not someone is farming the adjacent property. 3. Determine the buffer yard required for the proposed development by using Table 2. 4. Using Buffer Tables A – E, identify the buffer yard options using the buffer yard requirement determine in Table 2. 	<p>10-6-080 Buffer Yards</p> <ol style="list-style-type: none"> 1. Planned Residential Development 2. North = A-1 Agriculture West = Planned Residential Development South = R-2 Residential 3. North = Buffer Table A West = No Buffer requirement South = Buffer Table D 4. Type of fencing proposed is unknown. North = Fencing is required (5' chain link, 5' wood stockade, 5' wood rail, 5' vinyl) South= Fencing is required (6' impervious and opaque wood stockade or vinyl fence or 6' masonry wall) Need a key for types of plants to be used. North = Landscaping meets minimum buffer requirement. South = Review Buffer Table D. Landscaped tree plantings along south border waived per City Eng. recommendation to prevent tree growth conflicts with current location of City drainage utility pipe in 20' corridor easement (landscape plan has note regarding planting restriction). Planning Commission requested swap of trees to rest of development from south area not requiring planting.
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SYRACUSE
EST. CITY 1935

Subdivision Final Plan Review – Stoker Gardens PRD

Completed by Robert Whiteley on Jan 2, 2012

All of the required plan updates from the previous engineering review have been addressed with the exception of a few minor outstanding items on the Subdivision Plat, as indicated:

1. The address table must be updated once addresses are provided by the city.
2. The 11-foot dimensions on the Typical Building Detail appear incorrect. ($36.33 + 11 \neq 46.33$).
3. The Note: “All common area is to be dedicated as Public Utility and Drainage Easement”; remove the “to be” in the note on all three sheets of the plat.
4. The Acknowledgement(s) must have enough space for all three property owners: Mike Ford for Lot 68, Wade Stoker for Lot 67, and Mike Schultz for the remaining property.

We will ensure that the previous items are complete prior to signing the plat. The following items are also required:

5. Approval from North Davis Sewer District is required.
6. West Branch Irrigation must provide direction concerning existing irrigation pipes and turn-out boxes impacted by this development. A letter of approval must be submitted to the city.
7. A construction bond estimate is required for review.

Additional plan updates were made concerning drainage along Lots 1 through 6 in response to planning commission directions. This storm drain pipe should be situated in a location to prevent vertical interference with a fire hydrant lateral and a culinary water main.

WHEN RECORDED, RETURN TO:

Syracuse City
Attn: City Recorder 1979 West 1900 South
Syracuse, Utah 84075

DEVELOPMENT AGREEMENT
FOR THE
STOKER GARDENS PRD

THIS AGREEMENT is made and entered into as of the ___day of December, 2011, by and between SYRACUSE CITY, a Utah municipal corporation, hereinafter referred to as the "City," and Castle Creek Homes/Mike Schultz Construction Inc., hereinafter referred to as "Developer."

RECITALS:

- A. Developer is purchasing the property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). Lots 67 and 68 are not part of "the Property" and are not included in this agreement or any other agreements that the Developer enters into with the "City." Developer is only responsible and developing Lots 1 – 66 and only makes representation pertaining to those lots.
- B. Developer desires to subdivide and develop the Property as a planned residential development consisting of 66 dwelling units with integrated open space and related amenities in accordance with applicable City Ordinances and as more particularly set forth on Exhibits A, B, and C, the approved subdivision plat for the Project, attached hereto and incorporated herein by reference.
- C. Pursuant to City Ordinances, the Developer has submitted to the City the required applications to subdivide and develop the property as a PRD and has received Preliminary Plan approval, Preliminary Plat approval, and Final Plat approval from the Planning Commission and City Council. All approvals for development of the property and for the Planned Development are subject to specific conditions imposed by the Planning Commission and City Council. This Agreement includes various conditions and requirements which must be satisfied by Developer in the development of the Property. Except as otherwise specifically provided herein, both the Property and the planned residential development are subject to, and shall conform, with this Agreement, as well as all ordinances, rules and regulations adopted by the City, including but not limited to the provisions of the City's General Plan, Zoning Ordinance, Subdivision Ordinance, and all other applicable ordinances, standards, specifications, fees, regulations and codes, collectively referred to herein as the "City Ordinances."
- D. The purpose of this Agreement is to reduce to writing the respective agreement and understanding of the parties regarding the development of the Property in conformance

with the City Ordinances and the specific approvals granted by the City for the Property and the planned residential development. The City and Developer, as well as any successors and assigns as more particularly defined herein, agree to be bound under the terms and conditions of this Agreement as more particularly set forth herein. Any person or entity hereinafter developing the Property or any portion hereof shall comply with the terms of this 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 parties hereby agree as follows:

- I. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement.
- II. **Property Development.** The Property and the planned residential development shall be developed in strict accordance with the terms and conditions of this Agreement and the City Ordinances. All development and use of the Property shall be subject to and shall comply with the terms and conditions of the preliminary plan, the preliminary plat, and the planned residential development overlay zone requirements. In accordance with the terms and findings of the planned residential development overlay zone, the Property shall be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses. In addition, in accordance with the regulations of the City, the development shall implement those regulations of the City General Plan, have an overall architectural design theme, and allow the open spaces to be integrated with the residential uses in a mutually compatible manner. No additional property may be added to the Property or the development described herein for the purposes of this Agreement, except by written amendment to this Agreement, approved and executed by the parties.
- III. **Entry Monument and Pedestrian Features.** Developer shall provide and install an entry monument for the planned residential development in accordance with and as more particularly described on the site plan and plat. In addition, signage on the entry monument shall be approved through the sign permit process of Syracuse City. The entry monument, once installed, must be perpetually maintained by the homeowners' association to be established by Developer within the project.
- IV. **Right-of-way Landscaping.** As shown on Exhibits A, B and C, some portion of the right-of-way within the project contains landscape areas. Developer hereby agrees to install landscaping within the rights-of-way in accordance with the plans approved by the City. Such landscaping, once installed, must be perpetually maintained by the homeowners' association to be established by Developer within the project.
- V. **Restrictive Covenants.** Developer will submit for city approval a copy of CC&R's prior to obtaining the first building permit. Said CC&R's will be recorded and provided to the HOA for the betterment of the subdivision. All

CC&R's will be enforced by the Developer until the HOA is established and functioning.

VI. **Typical Building Detail.** A typical building detail plan can be found on Exhibit A, B, and C and also on attached building elevation design plan (Exhibit D) and is further described as follows:

- a. Typical size of two car unit will have a 25' width with a depth of 46.33'
- b. Typical size of one car unit will have a 21' width with a depth of 42.33'
- c. All setbacks are set forth on Exhibits A, B, and C.

VII. **Landscaping of Common Areas and Amenities.** All landscaping, common areas and amenities shall be provided by the Developer in accordance with the approved plans for the project. Developer agrees to landscape all areas according to approved plan(s) but reserves the right to provide such landscaping within his own timeline. Said landscaping will take place in a timely manner and depend on the area of the development that is under construction at the current time. Developer has provided a landscape design plan and is attached as Exhibit E. Such landscaping, once installed, must be perpetually maintained by the homeowners' association to be established by Developer within the project. Public open space will be landscaped by developer and maintained by the HOA and will be outlined within the CCR's.

VIII. **Building Landscaping.** Developer hereby agrees to install all landscaping around the buildings and project and reserves the right to provide said landscaping in accordance with plans approved by the city. Developer will complete said landscaping in a timely manner. Developer has provided a landscape design plan and is attached as Exhibit E. Such landscaping, once installed, must be perpetually maintained by the homeowners' association to be established by Developer within the project.

IX. **Utilities and Infrastructure.** Developer shall install or cause to be installed natural gas, electrical service, telephone, storm water, sanitary sewer and water systems, both culinary and secondary, and all required utility and street improvements (the "Utilities and Infrastructure") for the Planned Development. All Utilities and Infrastructure construction and installation shall be done in accordance with City Ordinances and applicable design and construction standards of the utility providers and the City. All plans and construction for water, sewer, street and storm drainage improvements shall be reviewed and approved by the City Engineer. All Utilities and Infrastructure shall comply with applicable City Ordinances, including, but not limited to the City Subdivision Ordinance and applicable Subdivision Standards and Specifications.

X. **Security for Public Improvements.** In accordance with City Ordinances, the Developer shall enter into a Bond Agreement in the standard form acceptable to the City and provide security to guarantee the installation and completion of all

public Utilities and Infrastructure, and all public improvements to be constructed, installed, reviewed or provided by Developer pursuant to this Agreement or in connection with the Planned Development or located within the Property, or any portion thereof, and any other public improvements required by the City in accordance with applicable City Ordinances. All public improvements shall be constructed and installed at the Developer's sole expense in accordance with the City's construction and engineering standards and the City Ordinances. All public improvements shall be warranted for one (1) year in accordance with applicable State Statutes and City Ordinances.

- XI. **Easements.** Appropriate easements including satisfactory perpetual public utility easements required by the City shall be conveyed by Developer to the City in conjunction with final subdivision plat approval and recording. The utility easements shall consist of property adjacent to and along the public rights-of-way within and adjacent to the Property and around subdivision lot lines as are needed for public and/or private utilities. Additional easements may be required of Developer or property owner with the development of any particular lot, building, phase or plat within the Planned Development and public improvements required in connection with the same. Developer will be granted an easement provided from the owner(s) of lot 68 on the portion of property that Developer is conveying to said owner(s) of lot 68. Said easement will provide for utilities and maintenance related items. Developer wishes to create a maintenance agreement with said owner(s) of lot 68 for the maintaining of grass and concrete pavers outlined on landscape design plan. The final plat will convey an access easement that will provide the owner(s) of a cell tower located on lot 68 to access and maintain said tower. Maintenance of said easement will be discussed between Developer and owner(s) of lot 68 and will be further outlined within the CCR's. All required easements shall be noted on the final subdivision plat.
- XII. **Dedication or Donation.** Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined and required by the City, and as shown on Exhibits A, B, and C, fee title to all public improvements required by the City in connection with the Property and Planned Development along with the appurtenant easements and rights-of-way, and the City's portions of water systems and storm drainage system and their related easements and rights-of-way. All public improvements and rights-of-way intended for public dedication *shall* be dedicated in fee in conjunction *with the* final plat. Prior to the time of dedication, Developer shall take such action as is necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof. Developer is making the dedications and donations provided in this Agreement voluntarily and as a contribution to the City and hereby waives and *releases any* claims *for* compensation therefore.

- XIII. **Vested Rights.** Subject to the terms and provisions of this Agreement, by reason of the Developer's completed application for and the City's approval of the Preliminary Plat and the Master Site Plan, the parties hereby acknowledge certain vested rights of Developer to develop the Property in accordance with such approved plans, plats and permits. Nothing herein shall be construed to provide Developer with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance *with* the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable City Ordinances which are in effect on the date of this Agreement. Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. For instance, any amendments to the site plan approval procedures shall require subsequent site plan applications to comply with the procedural requirements of the City Ordinances in place at the time the application for site plan approval or amendment is submitted. Fees required in connection with any development within the Planned Development shall be paid in accordance with the fee schedule in place at the time the fees are due and paid. Development of the Property shall also be subject to subsequent City Ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah.
- XIV. **Payment of Fees.** Developer shall pay to the City all required fees in a timely manner which are due or which may become due pursuant to the City Ordinances in connection with development of the Planned Residential Development or any portion thereof and in such amounts as are required by City Ordinances at the time such fees are actually paid to the City. Developer shall pay all required impact fees for the Planned Residential Development unless otherwise agreed to in writing by the parties.
- XV. **Provision of Municipal Services.** Subject to Developer complying with all of the City's Ordinances and the provisions of this Agreement, the City agrees to provide standard municipal services to the Property equal to those generally provided to other areas by the City, subject to payment of all reasonable fees and charges charged or levied therefore by the City.
- XVI. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non

defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a twenty (30) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in the Notice section. In the event the non-defaulting party does not cure the default within the required twenty (30) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, may seek further litigation.

- XVII. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its *rights* and obligations under this Agreement separate from that party's interest in the Property except for the sale of lots or lease of buildings within the Planned Residential Development. In the event of a sale or transfer of the Property, or any portion thereof; the buyer or transferee ("Subsequent Developer") 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. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.
- XVIII. **Ownership.** Developer hereby warrants and represents that it will be the legal owner of record of the Property, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property.
- XIX. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. Any amendments to the Planned Residential Development documents, including, but not limited to the plans, plats and Exhibits attached hereto, must be approved by the City in accordance with applicable City Ordinances in addition to required amendments to this Agreement.
- XX. **Entire Agreement. This Agreement, together with the Exhibits attached hereto,** documents referenced herein and all regulatory approvals given by the City for the Property and Planned Development, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreement, referenced documents, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to the City Ordinances, including, but not limited to, all planning, zoning and subdivision issues.

- XXI. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by Developer.
- XXII. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

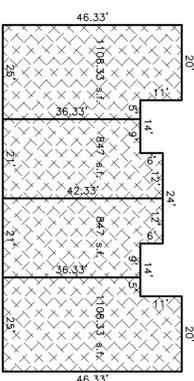
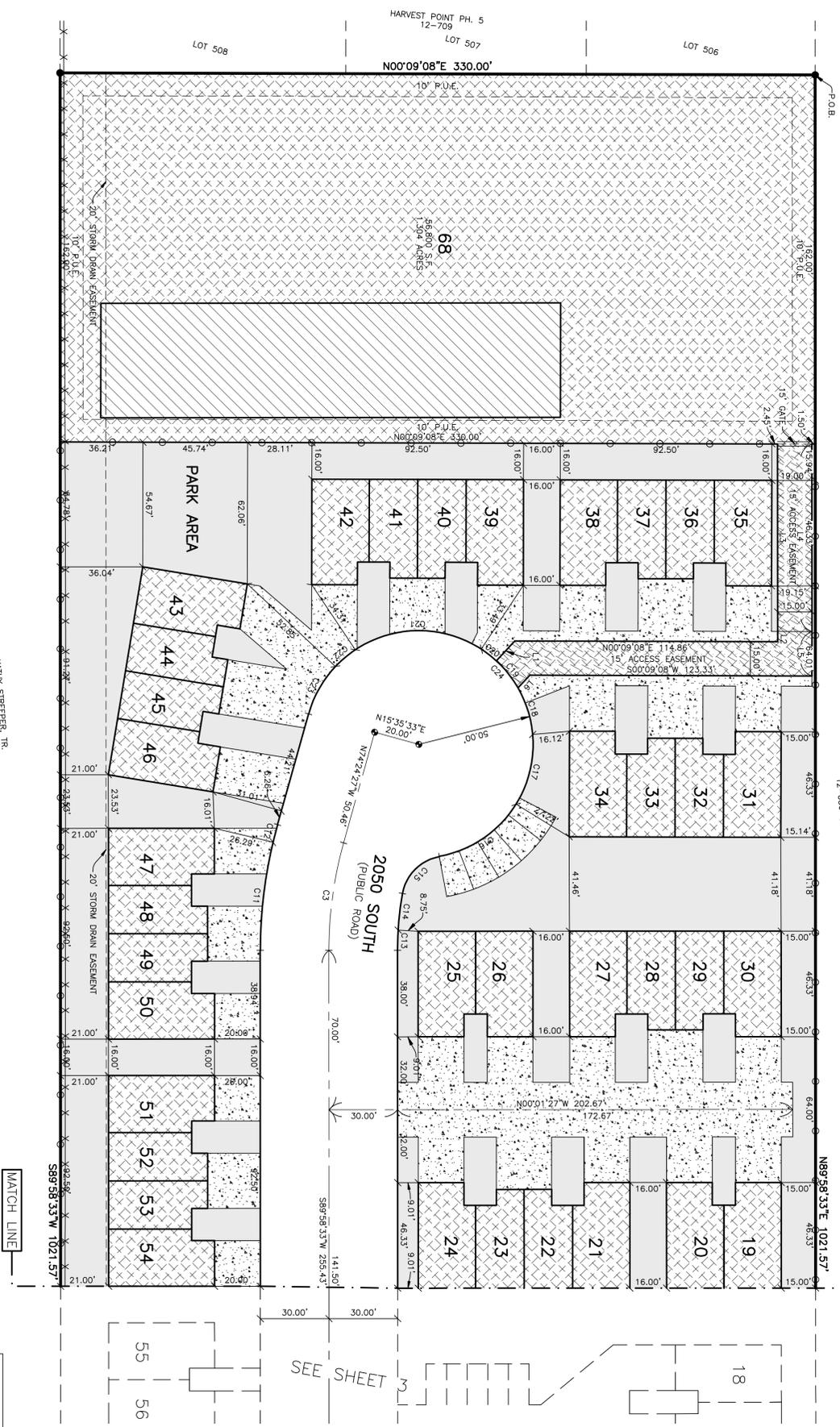
Castle Creek Homes/Mike Schultz Construction Inc.
1798 W. 5150 S. #103
Roy UT. 84067

Syracuse City
1979 W. 1900 S.
Syracuse City UT. 84075

STOKER GARDENS P.R.D.

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
DECEMBER, 2011

KELLER, MARLENE C., TRS
12-086-0014



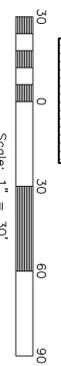
TYPICAL BUILDING DETAIL
(27' AIRSPACE BETWEEN UNITS)
NOT TO SCALE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHD. TH.	CHD. DIR.	DELTA
C1	154.00'	64.67'	64.20'	S77°56'42"W	220.0°42'
C2	154.00'	47.70'	47.55'	N82°12'57"W	153.9°00'
C3	175.00'	47.70'	47.55'	N82°12'57"W	153.9°00'
C4	154.00'	32.45'	32.31'	S71°55'42"W	126.0°42'
C5	154.00'	15.83'	15.69'	S69°31'28"W	71.3°14'
C6	174.00'	15.83'	15.69'	S69°31'28"W	71.3°14'
C7	184.00'	88.53'	88.13'	S70°50'01"W	212.0°20'
C8	124.00'	40.46'	40.28'	S70°50'01"W	182.4°42'
C9	124.00'	40.46'	40.28'	S70°50'01"W	182.4°42'
C10	124.00'	11.61'	11.61'	S89°17'25"W	52.2°15.5"
C11	205.00'	7.93'	7.93'	N89°17'25"W	127.7°44.5"
C12	205.00'	7.93'	7.93'	N89°17'25"W	127.7°44.5"
C13	145.00'	8.87'	8.87'	N89°16'18"W	9.70°18"
C14	145.00'	16.15'	16.14'	N89°16'18"W	62.22°51"
C15	150.00'	11.14'	11.14'	N76°22'24"W	58.41°39"
C16	150.00'	11.14'	11.14'	S76°22'24"W	121.58°21"
C17	50.00'	41.89'	40.68'	N4°21'21"W	48.00°28"
C18	50.00'	41.89'	40.68'	N4°21'21"W	48.00°28"
C19	50.00'	8.36'	8.36'	S37°58'22"W	9.25°15"
C20	50.00'	8.36'	8.36'	S37°58'22"W	9.25°15"
C21	50.00'	55.12'	50.07'	S00°16'19"E	66.55°07"
C22	50.00'	55.12'	50.07'	S00°16'19"E	66.55°07"
C23	50.00'	24.13'	23.90'	S60°34'47"E	22.39°21"
C24	50.00'	212.98'	84.78'	S47°57'13"W	214°03'21"

LEGEND

- SET STREET MONUMENT
- SET 5/8" REBAR AND PLASTIC CAP STAMPED 'REEVE & ASSOCIATES'
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- 6" VINYL FENCE TO BE INSTALLED
- EXISTING FENCE
- PRIVATELY OWNED PROPERTY
- COMMON AREA
- LIMITED COMMON AREA
- EXISTING BUILDING
- 15' ACCESS EASEMENT



LINE TABLE

LINE BEARING	DISTANCE
1	N47°14'00"W 11.83'
2	S89°58'33"W 4.50'
3	S89°58'33"W 82.33'
4	N89°58'33"E 82.33'
5	N89°58'33"E 19.50'
6	S47°14'00"E 7.55'

**Lots 1-66 (P.R.D.)
Design Specs.**

TOTAL AREA	6.04 ACRES
AREA OF RIGHT-OF-WAY	1.38 ACRES
NET DEVELOPABLE ACRES	4.66 ACRES
PARK AREA/FUNCTIONABLE OPEN SPACE	2.23 ACRES (36.9%)
OPEN SPACE	3.13 ACRES (51.8%)
PROPOSED NUMBER OF UNITS	66 (10.93 UNITS/ACRE)

NOTE
ALL COMMON AREA IS TO BE DEDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENT.

PROJECT INFORMATION

Surveyor: R. KIMZ
Designer: N. ANDERSON
Begin Date: 11-30-11

Project Name: STOKER GARDENS P.R.D.
Number: 3784-42
Scale: 1"=30'
Revision: 12-16-11 C.C.
Page: 2 of 3

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED _____ OF _____ AT _____
THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____

DAVIS COUNTY RECORDER
DEPUTY

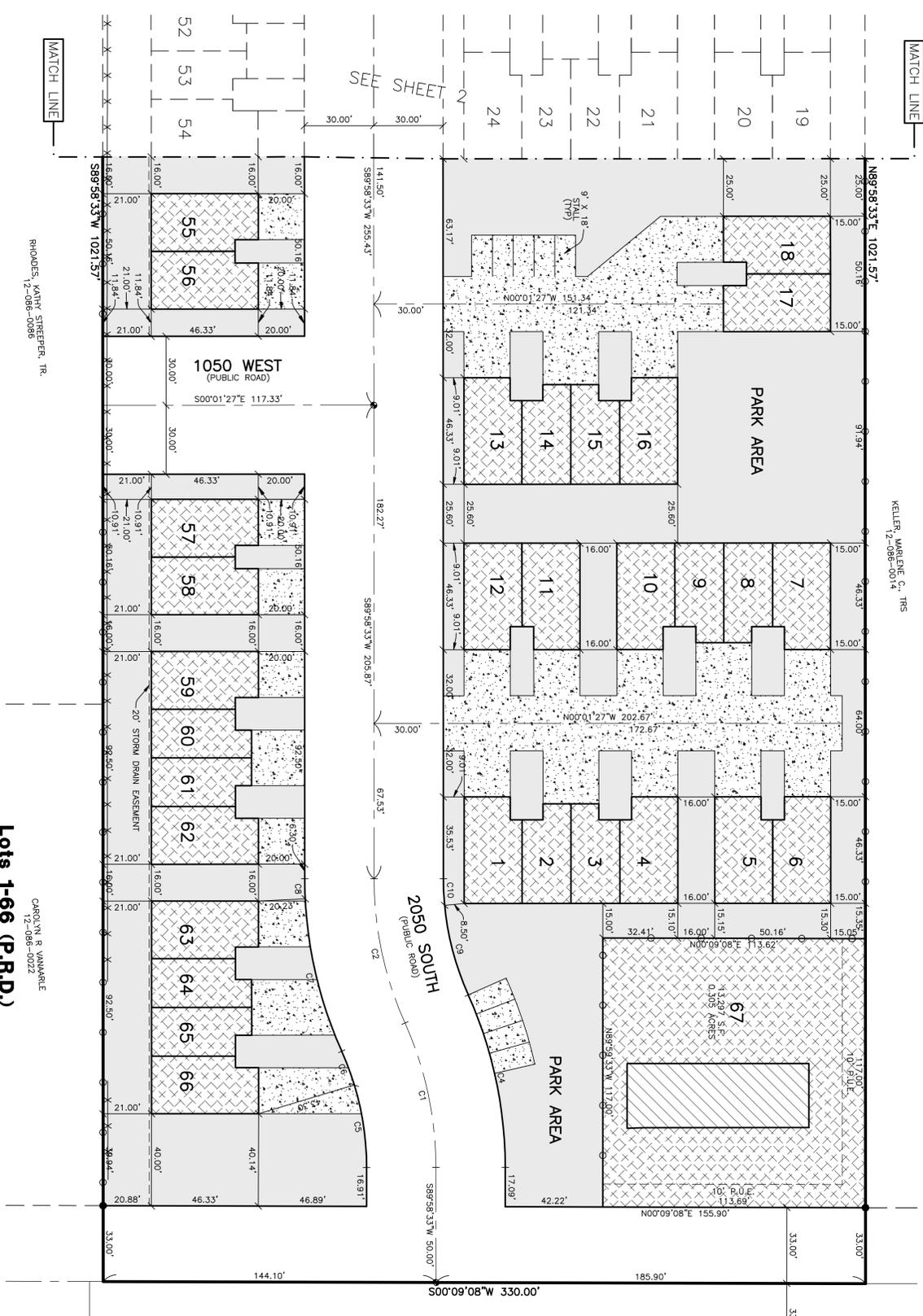


REVEE & ASSOCIATES, INC.
1000 N. 1000 WEST, SUITE 200, SALT LAKE CITY, UT 84119
TEL: (801) 487-8888 FAX: (801) 487-8889
WWW.REVEE-UTAH.COM
TRACY DORRICK • JENNIFER DORRICK • ANDREW ANDERSON

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
DECEMBER, 2011

STOKER GARDENS P.R.D.

KELLER, MARLENE C., TRS
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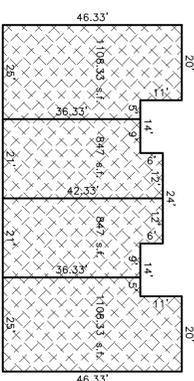
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**Lots 1-66 (P.R.D.)
Design Specs.**

CAROLYN B. WYMARLE
0966-0022

RHOADES, KATHY STREFFER, TR.
12-086-0086



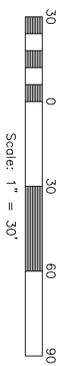
TYPICAL BUILDING DETAIL
(27' AIRSPACE BETWEEN UNITS)
NOT TO SCALE

CURVE TABLE

CURVE NUMBER	LENGTH	CHORD BEARING	CHORD BEARING	AREA
C1	154.00'	64.67°	64.20°	5775.652'W
C2	175.00'	47.70°	47.55°	1827.257'W
C3	115.00'	47.70°	47.55°	1537.000'
C4	124.00'	15.63°	15.62°	5813.19'W
C5	124.00'	15.63°	15.62°	5813.19'W
C6	124.00'	15.63°	15.62°	5813.19'W
C7	124.00'	15.63°	15.62°	5813.19'W
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C11	124.00'	15.63°	15.62°	5813.19'W
C12	124.00'	15.63°	15.62°	5813.19'W
C13	124.00'	15.63°	15.62°	5813.19'W
C14	124.00'	15.63°	15.62°	5813.19'W
C15	124.00'	15.63°	15.62°	5813.19'W
C16	124.00'	15.63°	15.62°	5813.19'W
C17	124.00'	15.63°	15.62°	5813.19'W
C18	124.00'	15.63°	15.62°	5813.19'W
C19	124.00'	15.63°	15.62°	5813.19'W
C20	124.00'	15.63°	15.62°	5813.19'W
C21	124.00'	15.63°	15.62°	5813.19'W
C22	124.00'	15.63°	15.62°	5813.19'W
C23	124.00'	15.63°	15.62°	5813.19'W
C24	124.00'	15.63°	15.62°	5813.19'W

LEGEND

- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP
- = STAMPED REVE & ASSOCIATES
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = ROAD CENTERLINE
- = 6" VINYL FENCE TO BE INSTALLED
- (XXXX) = EXISTING FENCE
- = 15 FOOT ACCESS EASEMENT DIMENSIONS
- = PRIVATELY OWNED PROPERTY
- = COMMON AREA
- = LIMITED COMMON AREA
- = EXISTING BUILDING



PROJECT INFORMATION

Surveyor: R. KIMZ

Designer: N. ANDERSON

Begin Date: 11-30-11

Project Name: STOKER GARDENS P.R.D.

Number: 3784-42

Scale: 1"=30'

Revision: 12-16-11 C.C.

Page: 3 of 3

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

AND RECORDED _____ FOR RECORD _____

IN BOOK _____ OF _____

THE OFFICIAL RECORDS, PAGE _____

RECORDED FOR: _____

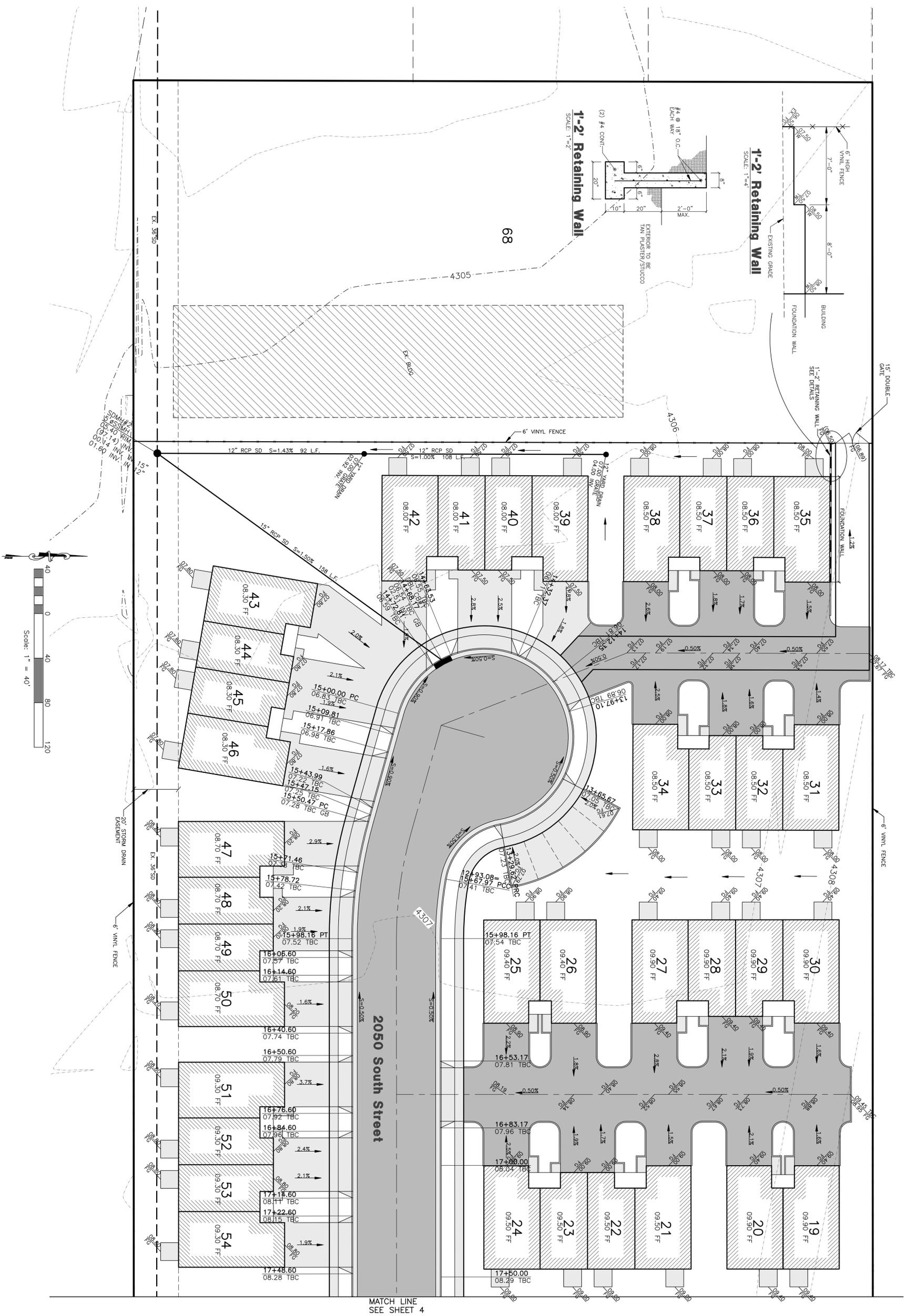
DAVIS COUNTY RECORDER _____ DEPUTY _____



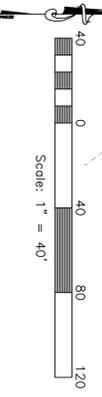
REVEE & ASSOCIATES, INC.
1000 WEST STREET, SUITE 200
SALT LAKE CITY, UTAH 84119
TEL: (801) 487-8888 FAX: (801) 487-8889
WWW.REVEE-ASSOCIATES.COM
TIMOTHY DORRIS • JENNIFER DORRIS • ANDREW ANDERSON

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 4155 S. HARRISON BLVD., ESCURIE BLDG. #310, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On



MATCH LINE
SEE SHEET 4



Scale: 1" = 40'

Sheet	13
Number	3784-42
Project Info.	
Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	NOVEMBER 28, 2011
Name:	STOKER GARDENS P.R.D. SUBDIVISION



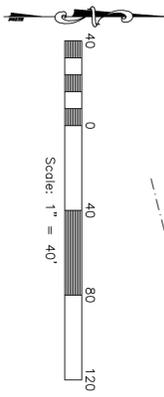
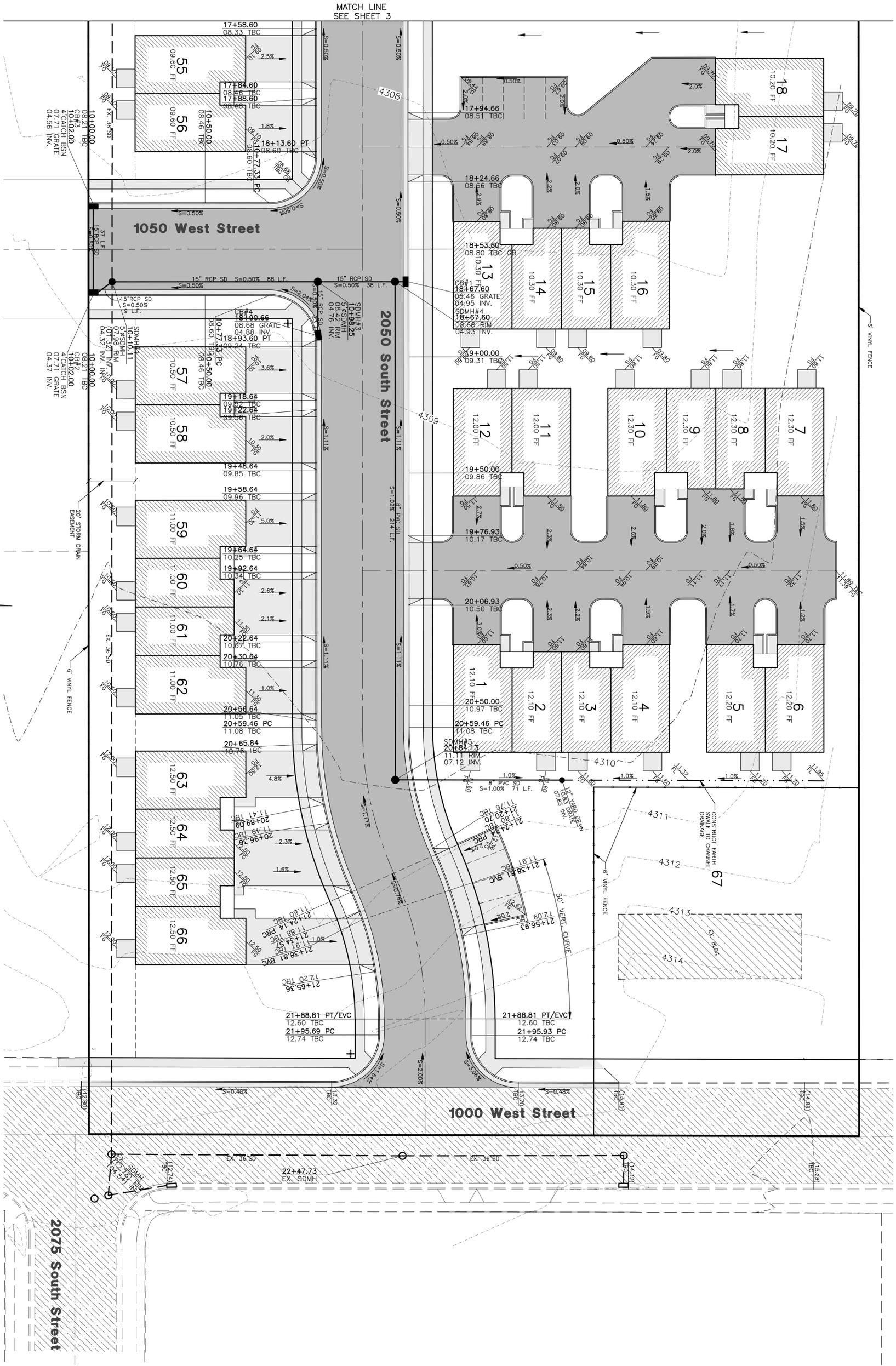
Stoker Gardens P.R.D. Improvement Plans
SYRACUSE CITY, DAVIS COUNTY, UTAH

Grading Plan

REVISIONS	DATE	DESCRIPTION
	12-12-11	RH Lot 68 Boundary
	12-22-11	RH City Comments

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-associates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

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**Stoker Gardens P.R.D.
Improvement Plans**
SYRACUSE CITY, DAVIS COUNTY, UTAH

Grading Plan

REVISIONS	
DATE	DESCRIPTION
12-12-11 RH	Lot 68 Boundary
12-22-11 RH	City Comments

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-associates.com
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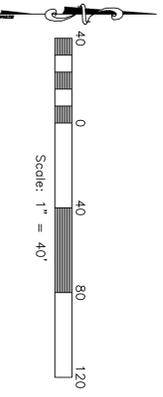
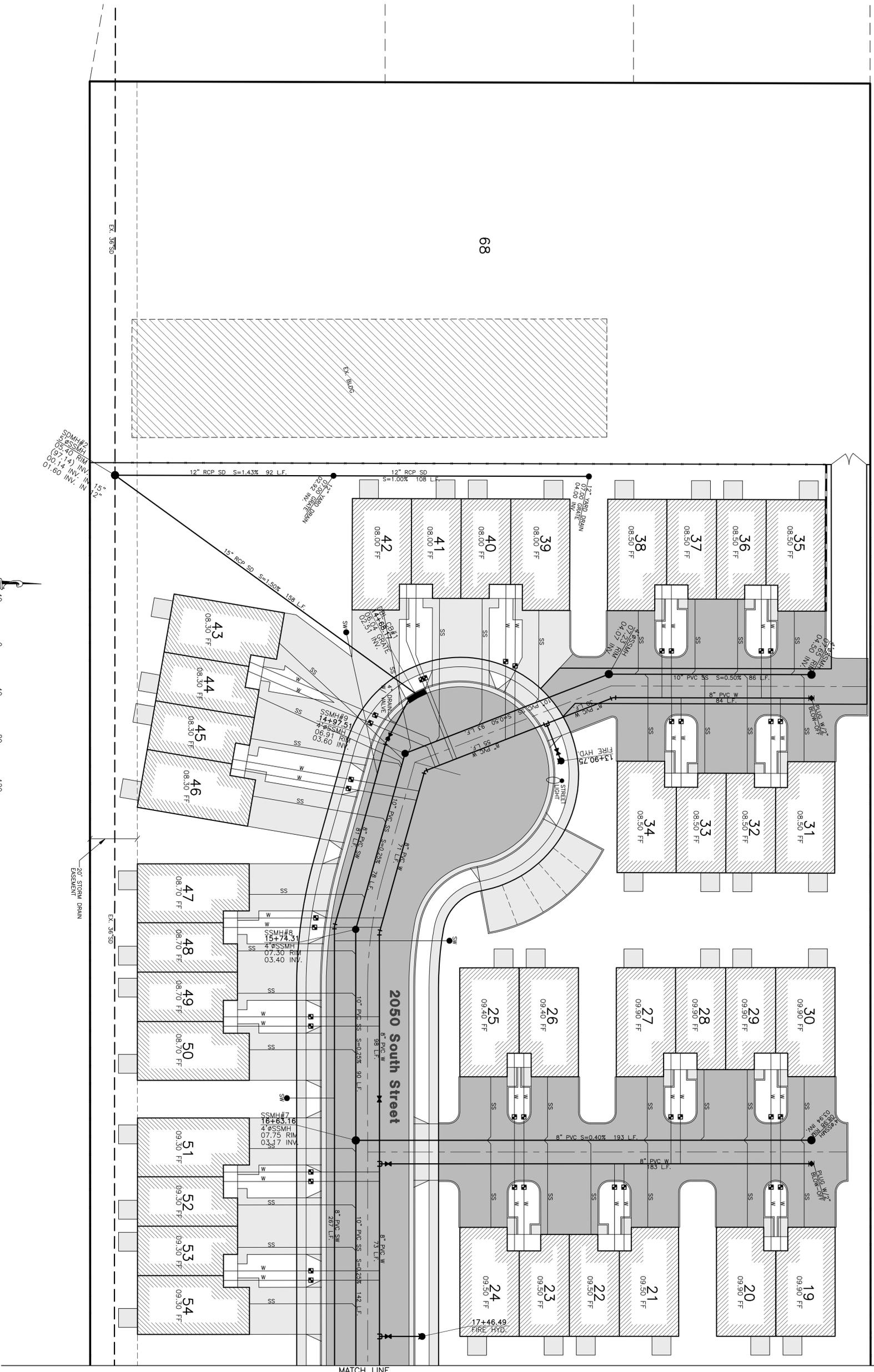


Project Info.
Engineer: I. NATE REEVE, P.E.
Drafted: R. HANSEN
Begin Date: NOVEMBER 28, 2011
Name: STOKER GARDENS P.R.D. SUBDIVISION
Number: 3784-42

Sheet **13**
4 Sheets

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MATCH LINE
SEE SHEET 6

Sheet	13
Number	3784-42
Project Info.	
Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	NOVEMBER 28, 2011
Name:	STOKER GARDENS P.R.D. SUBDIVISION



Stoker Gardens P.R.D. Improvement Plans
SYRACUSE CITY, DAVIS COUNTY, UTAH

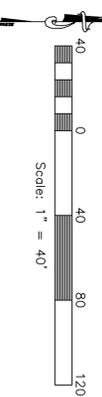
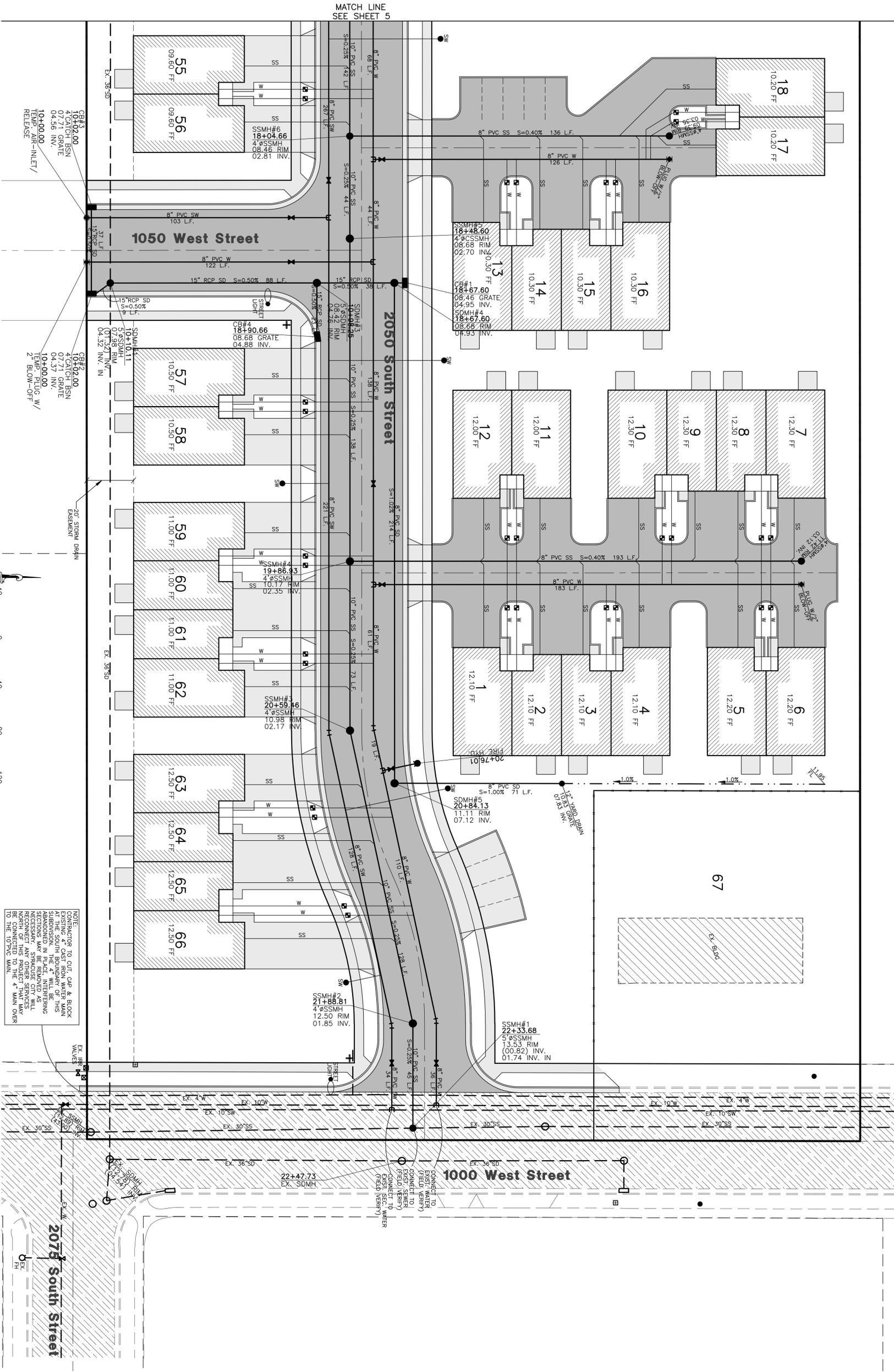
Utility Plan

DATE	DESCRIPTION
12-12-11 RH	Lot 68 Boundary
12-22-11 RH	City Comments

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NOTE:
CONTRACTOR TO CUT, CAP & BLOCK AT THE SOUTH BOUNDARY OF THIS SUBDIVISION IN THE 4" WILL BEING SECTIONS MAY BE REMOVED AS NECESSARY. SYRACUSE CITY WILL NORTH OF THIS PROJECT SHALL WAY BE CONNECTED TO THE 4" MAIN OVER TO THE 10" PVC MAIN.

MATCH LINE
SEE SHEET 5

Sheet	6
Sheets	13
Project Info.	
Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	NOVEMBER 28, 2011
Name:	STOKER GARDENS P.R.D.
SUBDIVISION	
Number:	3784-42

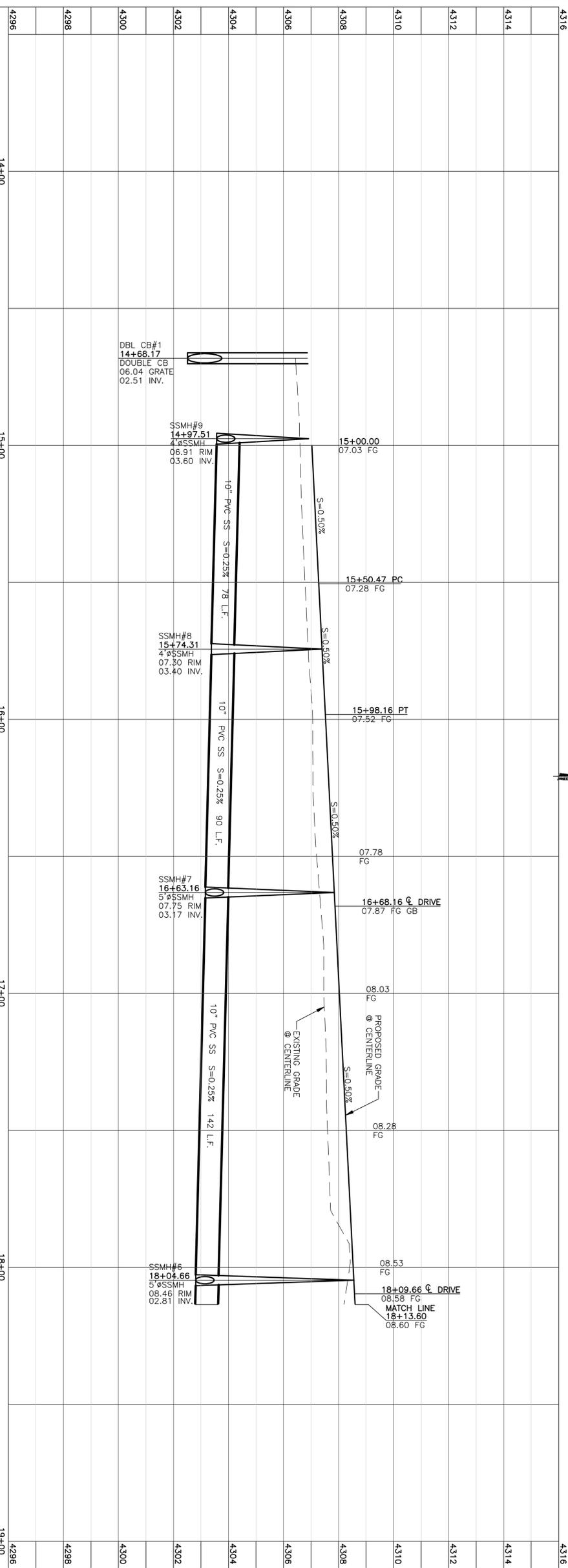
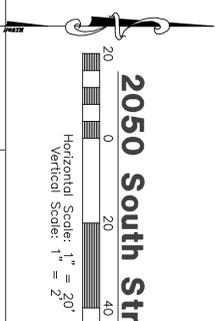
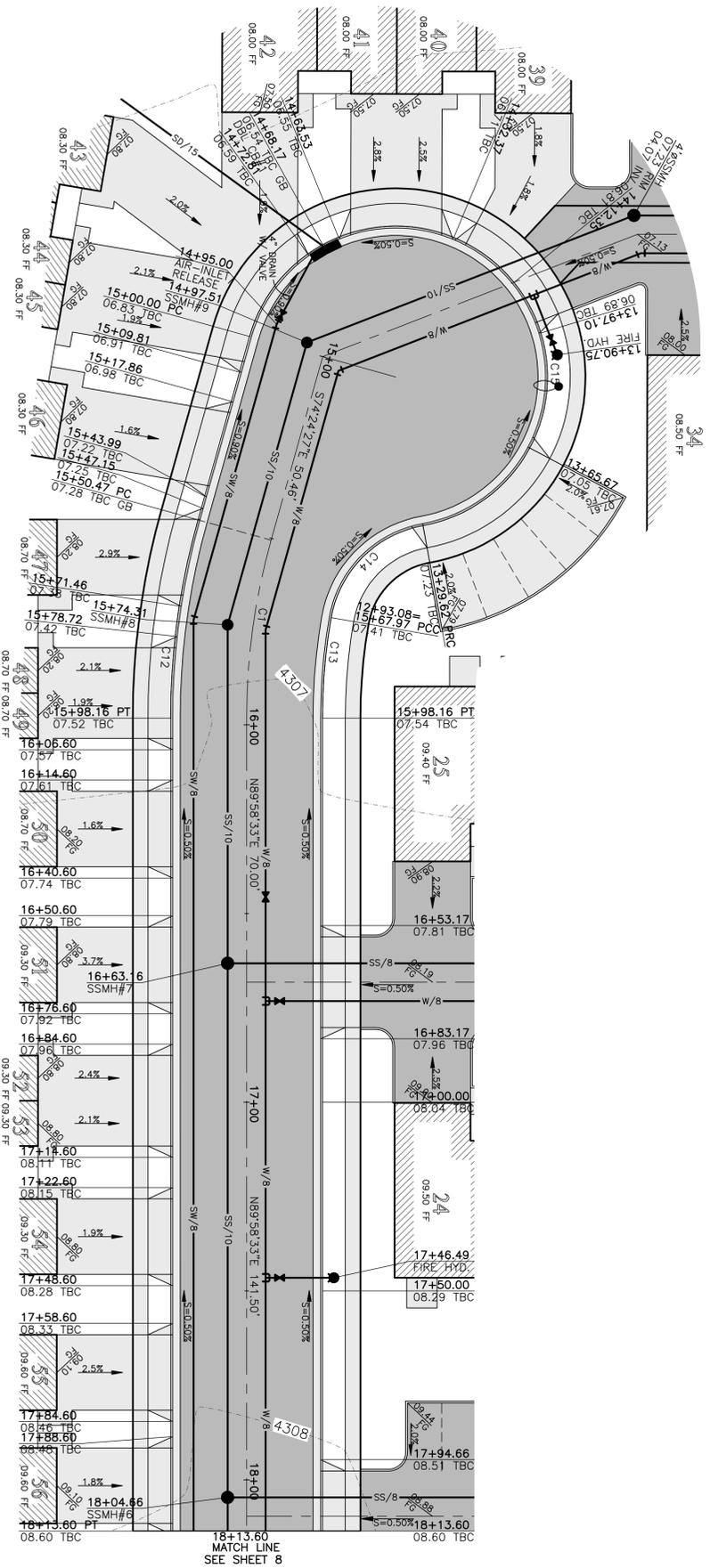


Stoker Gardens P.R.D. Improvement Plans
SYRACUSE CITY, DAVIS COUNTY, UTAH

Utility Plan

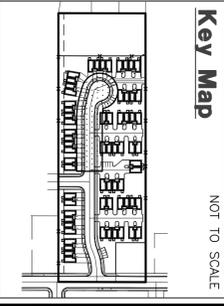
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Centerline Curve Data				
#	Delta	Radius	Length	Tangent
C1	153.700"	175.00'	47.70'	24.00'

TBC Curve Data				
#	Delta	Radius	Length	Tangent
C12	153.700"	195.00'	53.15'	26.74'
C13	95.309"	155.00'	28.74'	13.41'
C14	69.4712"	30.00'	36.54'	20.92'
C15	244.0321"	40.00'	170.38'	63.94'



- Construction Notes:**
- ALL CONSTRUCTION IS TO CONFORM WITH THE LATEST EDITIONS OF THE SPECIFICATIONS OF SYRACUSE CITY.
 - CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
- CULINARY WATER**
W/8 - 8" PVC C-900 CLASS 200 WATER
- SANITARY SEWER**
SS/8 - 8" PVC SDR-35 SEWER LINE
SS/10 - 10" PVC SDR-35 SEWER LINE
- STORM DRAIN**
SD/15 - 15" RCP STORM DRAIN
SD/18 - 18" RCP STORM DRAIN
- SECONDARY WATER**
SW/8 - 8" PVC C-900 SECONDARY WATER LINE

Blue Sticks Location Center
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Two Working Days Before You Dig



Stoker Gardens P.R.D. Improvement Plans
 SYRACUSE CITY, DAVIS COUNTY, UTAH

2050 South Street
14+50.00 - 18+13.60

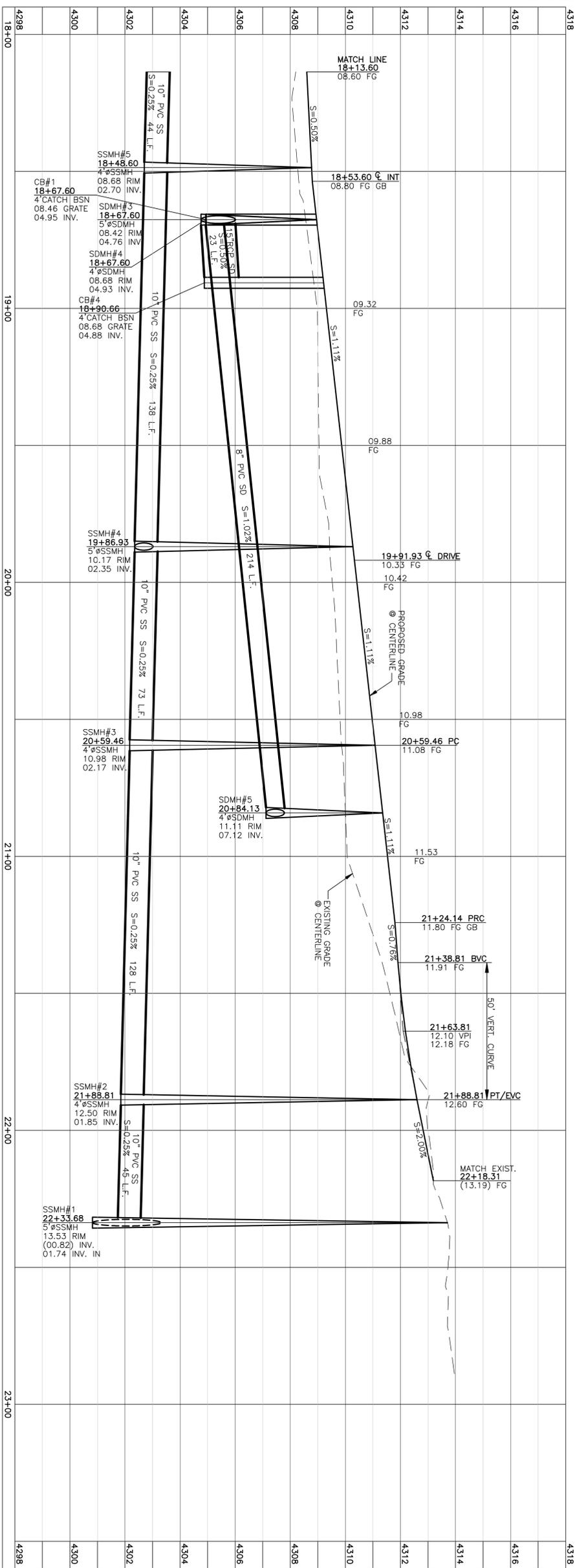
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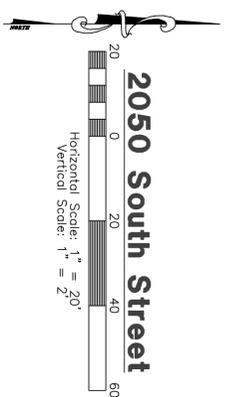
Project Info:
 Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: NOVEMBER 28, 2011
 Name: STOKER GARDENS P.R.D. SUBDIVISION
 Number: 3784-42

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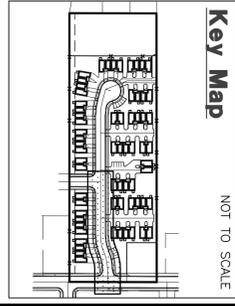
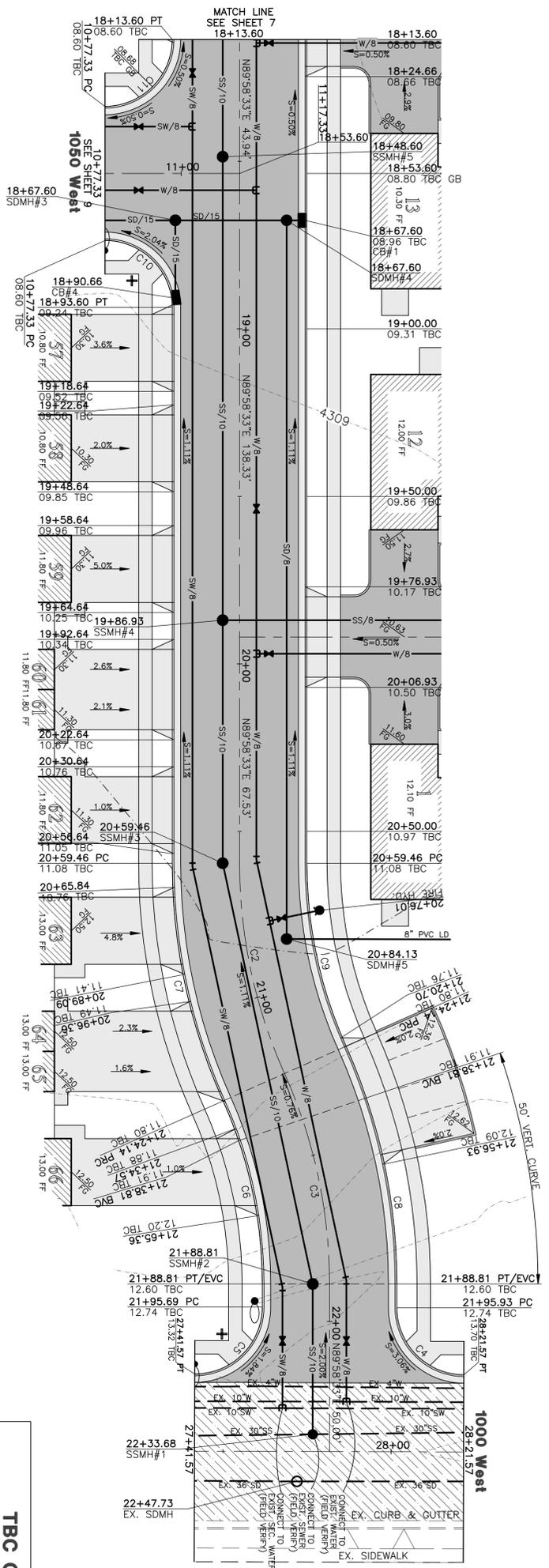
Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	Ch Length
C2	24°03'42"	154.00'	64.67'	32.82'	N77°56'42"E	64.20'
C3	24°03'42"	154.00'	64.67'	32.82'	N77°56'42"E	64.20'



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	Ch Length
C4	89°49'25"	20.00'	31.35'	19.94'	N45°03'51"E	28.33'
C5	90°10'35"	20.00'	31.48'	20.06'	N44°56'09"W	28.33'
C6	24°03'42"	134.00'	56.27'	28.56'	S77°56'42"W	55.86'
C7	24°03'42"	174.00'	73.07'	37.08'	N77°56'42"E	72.54'
C8	24°03'42"	174.00'	73.07'	37.08'	S77°56'42"W	72.54'
C9	24°03'42"	134.00'	56.27'	28.56'	N77°56'42"E	55.86'
C10	90°00'00"	20.00'	31.42'	20.00'	S44°58'33"W	28.28'
C11	90°00'00"	20.00'	31.42'	20.00'	N45°01'27"W	28.28'



- Construction Notes:**
- ALL CONSTRUCTION IS TO CONFORM WITH THE SPECIFICATIONS OF SYRACUSE CITY, AND CITY REQUIREMENTS.
 - CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
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- Construction Notes:**
- W/8 - 8" PVC C-900 CLASS 200 WATER
 - SANITARY SEWER
 - SS/8 - 8" PVC SDR-35 SEWER LINE
 - SS/10 - 10" PVC SDR-35 SEWER LINE
 - STORM DRAIN
 - SD/15 - 15" ROP STORM DRAIN
 - SD/18 - 18" ROP STORM DRAIN
 - SECONDARY WATER
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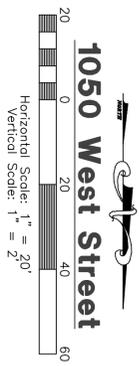
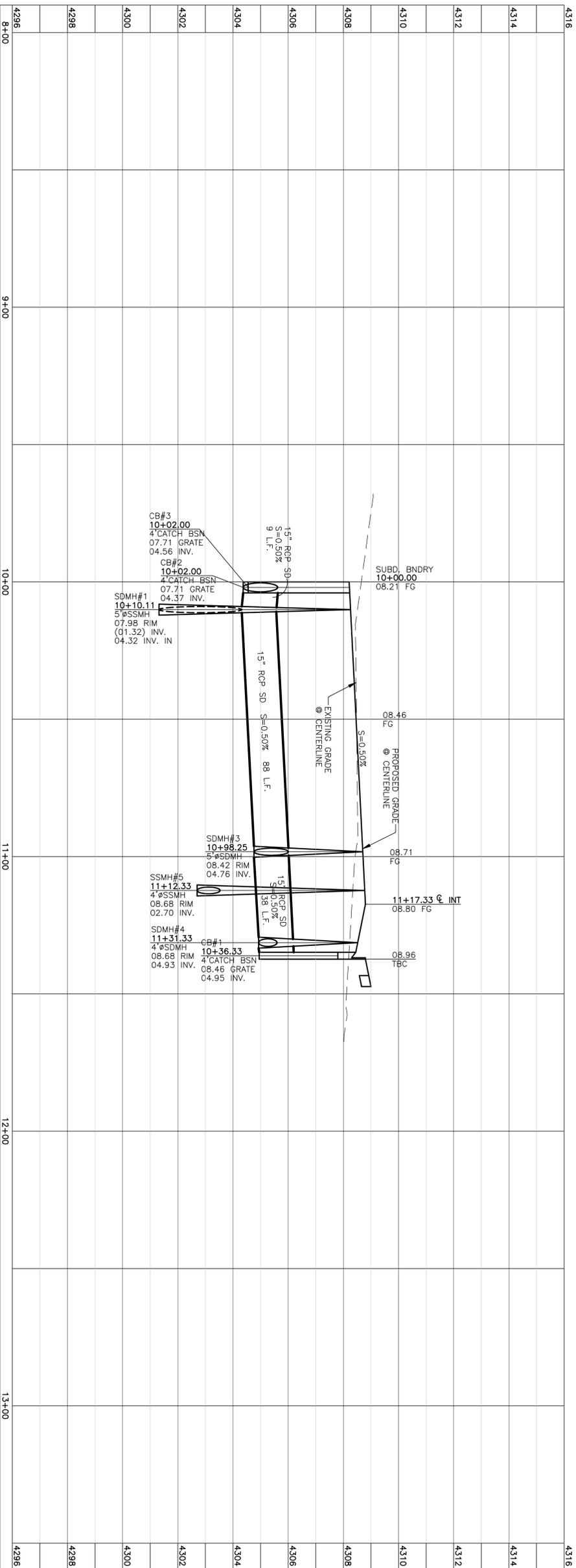
Stoker Gardens P.R.D. Improvement Plans
 SYRACUSE CITY, DAVIS COUNTY, UTAH
2050 South Street
18+13.60 - 23+00.00

REGISTERED PROFESSIONAL ENGINEER
 3728289
 1. NATE REEVE
 STATE OF UTAH

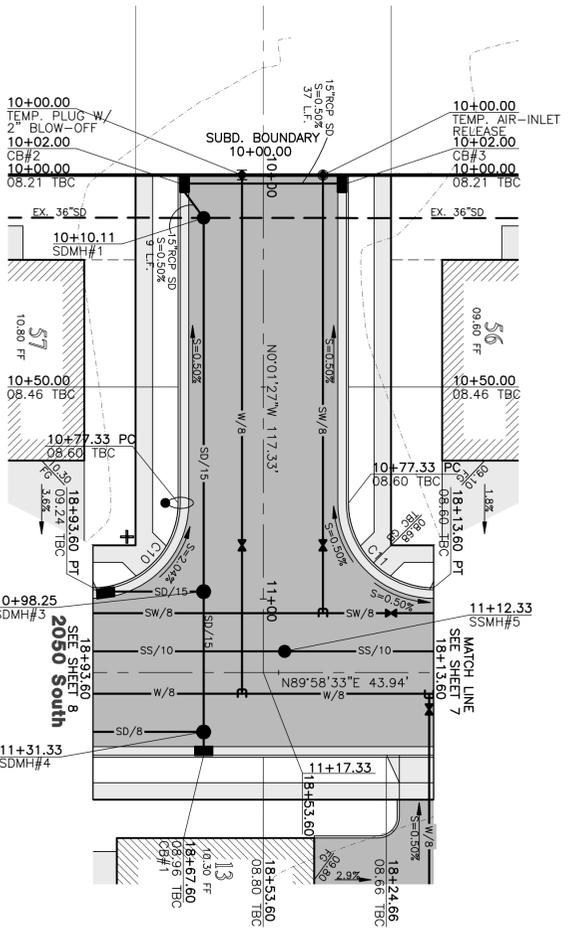
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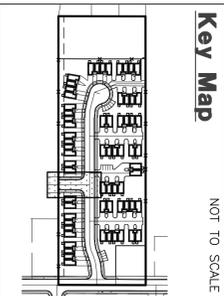


#	Delta	Radius	Length	Tangent	Chord	Ch Length
C10	90°00'00"	20.00'	31.42'	20.00'	S44°58'33"W	28.28'
C11	90°00'00"	20.00'	31.42'	20.00'	N45°01'27"W	28.28'



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NOT TO SCALE



Construction Notes:

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Stoker Gardens P.R.D. Improvement Plans
 SYRACUSE CITY, DAVIS COUNTY, UTAH

1050 West Street
9+50.00 - 12+00.00



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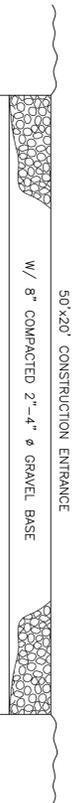
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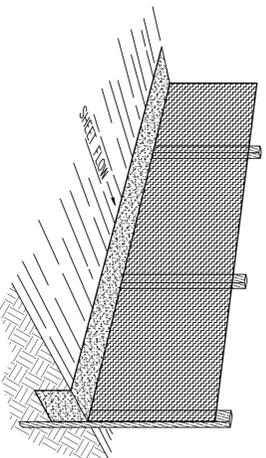
Sheet **13**
 9 Sheets

Notes:

- Describe oil BMP's to protect storm water inlets:
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
- Describe BMP's to eliminate/reduce contamination of storm water from:
 - Equipment / building / concrete wash areas:
To be performed in designated areas only and surrounded with silt fence barriers.
 - Soil contaminated by soil amendments:
If any contaminated soil is found or generated, contact environmental engineer and contacts listed.
 - Soil contaminated soil:
If any contaminated soil is found or generated, contact environmental engineer and contacts listed.
 - Fueling areas:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle maintenance areas:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle parking areas:
To be performed in designated areas only and surrounded with silt fence.
 - Equipment storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Material storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Waste containment areas:
To be performed in designated areas only and surrounded with silt fence.
 - Service areas:
To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion:
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
- Construction Vehicles and Equipment:
 - Maintain all construction equipment to prevent oil or other fluid leaks.
 - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
 - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
 - Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.
 - Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
 - Fueling fueling must occur on-site, use designated areas away from ditches.
 - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
 - Cover retention area with an impervious material and install in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
 - Use drip pans for any oil or fluid changes.
 - Washing
 - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
 - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
 - Use phosphate-free, biodegradable soaps.
 - Do not permit steam cleaning on-site.
- Spill Prevention and Control
 - Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
 - Contain the spread of the spill.
 - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
 - If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up properly disposed if the spill occurs during rain, cover the impacted area to avoid runoff.
 - Record all steps taken to report and contain spill.
 - Major Spills:
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of Federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
- Post Roadway / Utility Construction
 - Maintain good housekeeping practices.
 - Properly store materials such as paints and solvents.
 - Store dry and wet materials under cover, away from drainage areas.
 - Avoid mixing excess amounts of fresh concrete or cement on-site.
 - Perform washout of concrete trucks offsite or in designated areas only.
 - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
 - Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
 - All public streets and storm drain facilities shall be maintained free of building materials, mud and debris if necessary, caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily.
 - Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes
 - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
 - A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
 - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer. If removal is necessary, the contractor shall provide a replacement device of equal or better performance to the engineer of record. If deemed necessary, erosion control should be reestablished before this work begins.
 - Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.
 - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
 - Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
 - All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as soon as possible after each working day.
 - The placement of additional devices to reduce erosion damage within the site is left to the discretion of the Engineer of record.
 - Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
 - Erosion control devices will be modified as needed as the project progresses, and plans of these changes submitted for approval by the engineer of record and the governing agency.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
 - Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
 - Part III.D.4.c identifies the minimum inspection report requirements.
 - Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



Cross Section 50' x 20' Construction Entrance



Perspective View

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Do not install generally-recommended fence lengths (Table 1) on slopes steeper than 1:1 at various site grades for most silt fence applications.

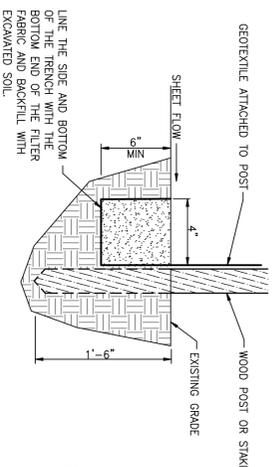
Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2-5%	22.9m (75ft)
5-10%	15.2m (50ft)
10-20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS

- *Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- *Unroll the silt fence, positioning the adjacent rolls of silt fence should be joined against the downstream wall of the trench.
- *Before rolling up the end posts, rotate each post until the geotextile is wrapped completely around the post, then about the end posts to create a tight seal as shown in Figure 1.
- *Drive posts into the ground until the required depth (see Figure 1).
- *Place geotextile into the trench and secure the trench depth is desired.
- *Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:

- *Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- *Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10ft). Post spacing



Section

should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Place the mesh on the side of the posts using heavy duty wire staples, the wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20-50cm (8-20") of geotextile shall extend into the trench.

INSPECTION

- *Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
- *When sediment deposits behind the silt fence are observed, the height, remove one or more posts until the height is restored. Avoid damage to the fabric during cleanout.

REMOVAL

- *Silt fence should not be removed until construction ceases and the uplope area has been properly stabilized and/or revegetated.

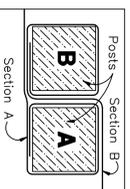
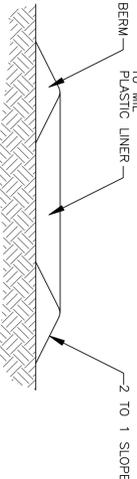
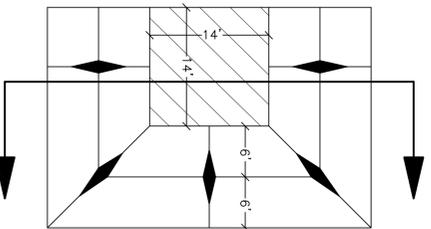


Figure 1:
Top View of Roll-to-Roll Connection

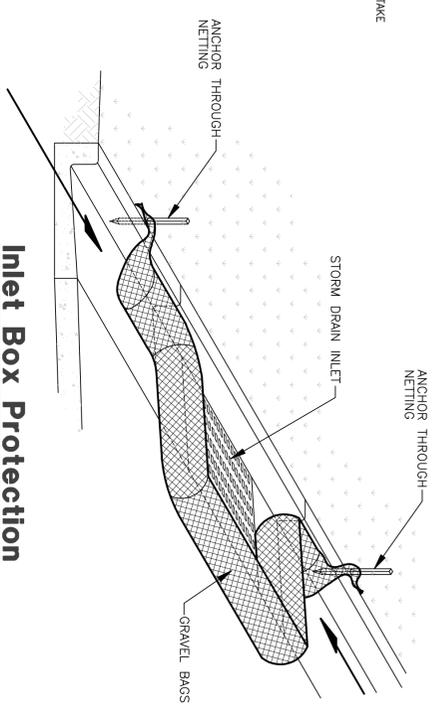
Silt Fence Detail

SCALE: NONE

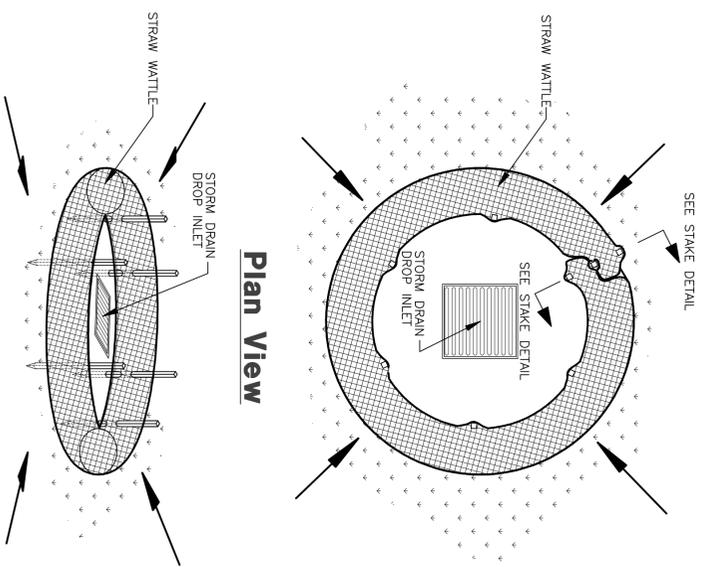


Concrete Washout Area w/ 10 mil Plastic Liner

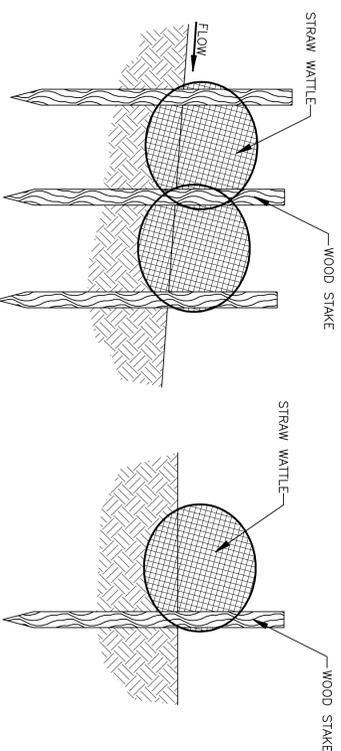
SCALE: NONE



Inlet Box Protection



Drop Inlet Protection



Stake Detail

REVISIONS	DATE	DESCRIPTION
	12-12-11	RH Lot 68 Boundary
	12-22-11	RH City Comments

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-associ.com
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Stoker Gardens P.R.D. Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH

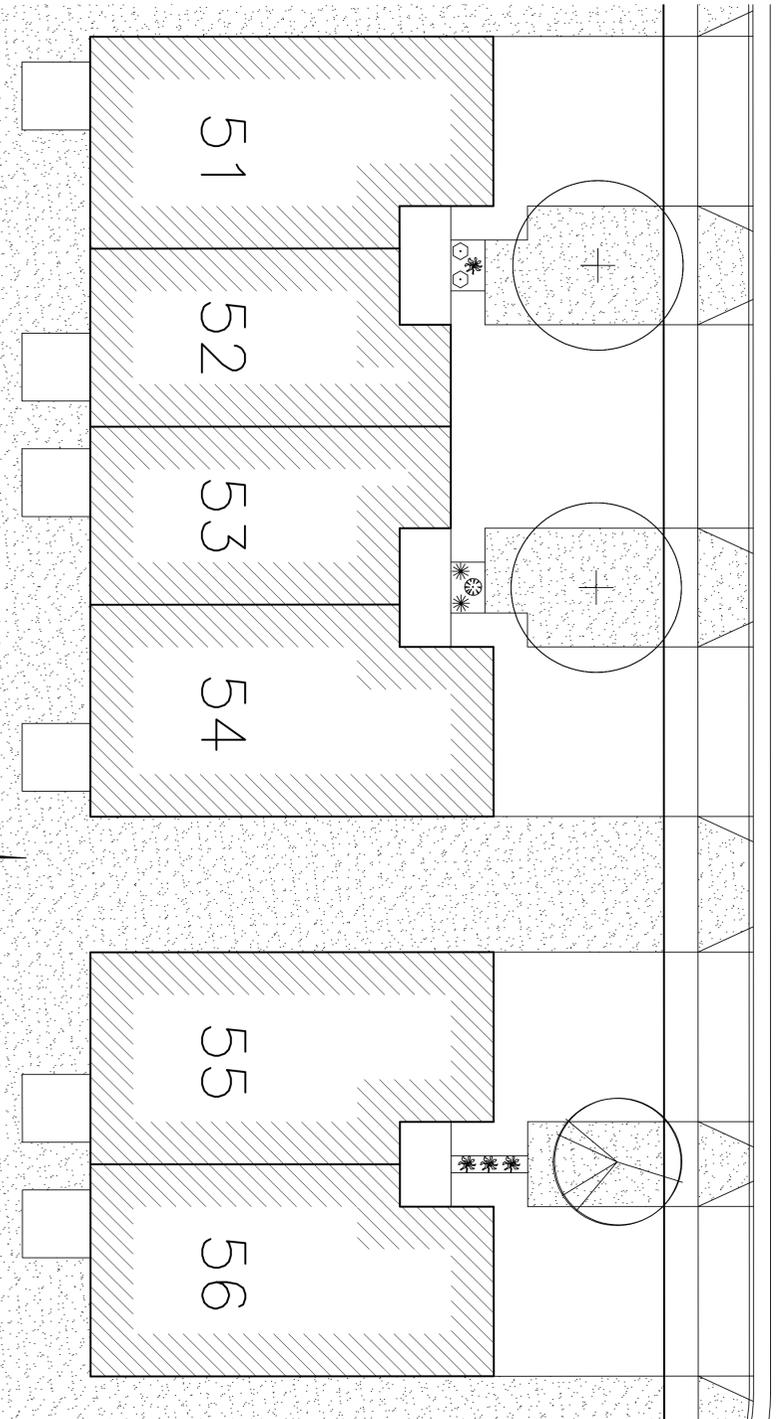
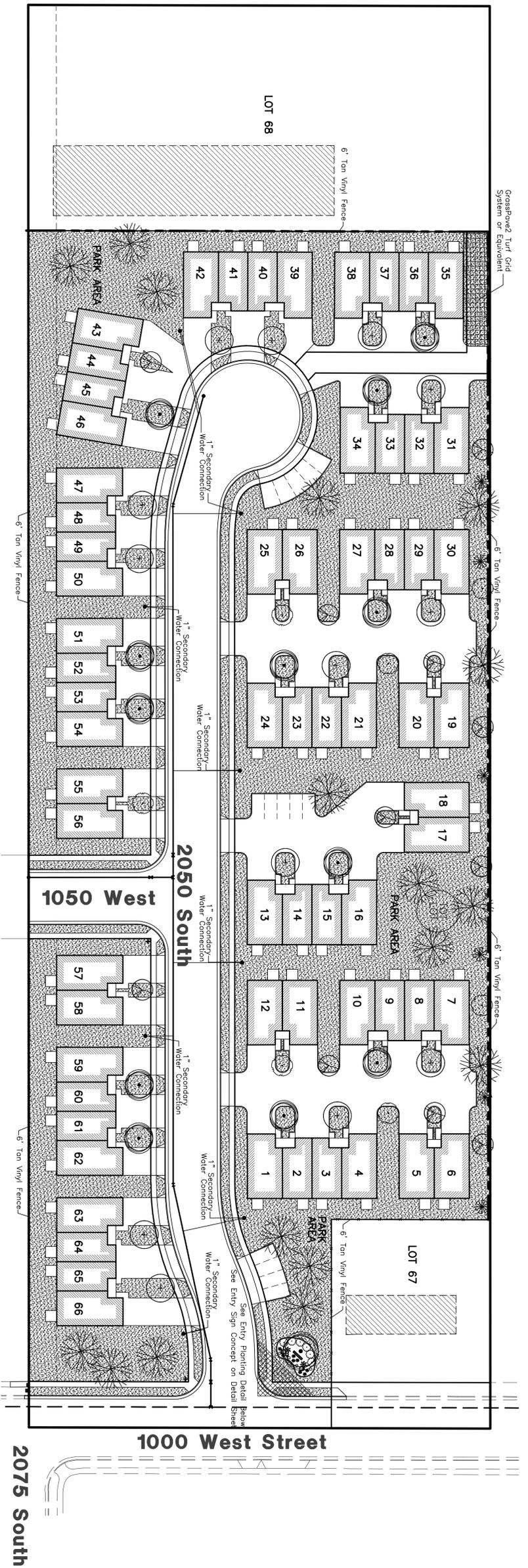
Storm Water Pollution Prevention Plan Exhibit



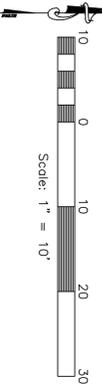
Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: NOVEMBER 28, 2011
Name: STOKER GARDENS P.R.D. SUBDIVISION
Number: 3784-42

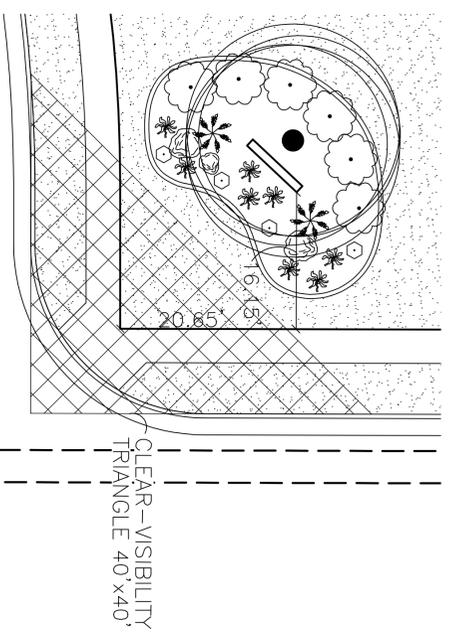
Sheet **11** of **13** Sheets



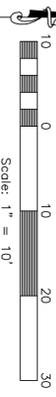
Typical 4 Plex and Duplex Plantings



NOTE:
TREES SHALL NOT BE PLANTED INSIDE THE 20-FOOT WIDE STORM DRAIN EASEMENT ALONG THE SOUTH BOUNDARY LINE.



Entry Planting Detail



Debi Reynolds - Landscape Architect
Reeve & Associates, 801-621-3100

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REVISIONS	
DATE	DESCRIPTION
12-12-11 RH	Lot 68 Boundary
12-22-11 RH	City Comments

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Stoker Gardens P.R.D. Improvements Plans
SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Plan

Project Info.
Landscape Architect: DEBI REYNOLDS, L.A.
Drafter: R. HANSEN/D. REYNOLDS
Begin Date: NOVEMBER 28, 2011
Name: STOKER GARDENS P.R.D. SUBDIVISION
Number: 3784-42

Sheet **12** of **13** Sheets

Plant Table

Quantity	Symbol	Scientific Name	Common Name	Planting Size
13	+	Acer ginnala 'Flame' (single trunk)	Flame Amur Maple	2" col.
7	•	Cercis canadensis	Redbud	2" col.
17	✱	Gleditsia tria. Iner. 'Imperial'	Imperial Honeylocust	2" col.
11	⊙	Malus 'Spring Snow'	Spring Snow Crabapple	2" col.
6	✱	Picea pungens 'Baby Blue Eyes'	Baby Blue Eyes Spruce	5'-8' B&B
13	⊙	Prunus serrulata 'Royal Burgundy'	Royal Burgundy Cherry	2" col.

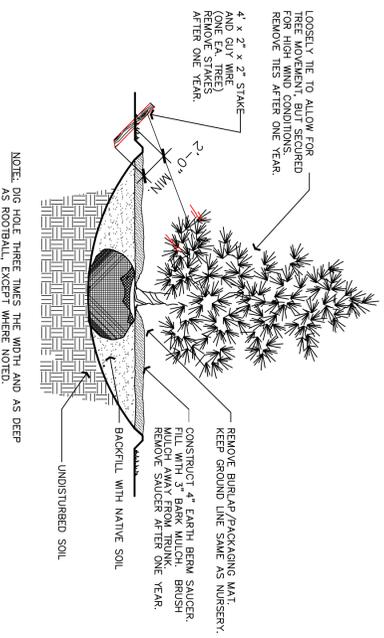
Total Trees - 67

Quantity	Symbol	Scientific Name	Common Name	Planting Size
6	⊙	Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 gal.

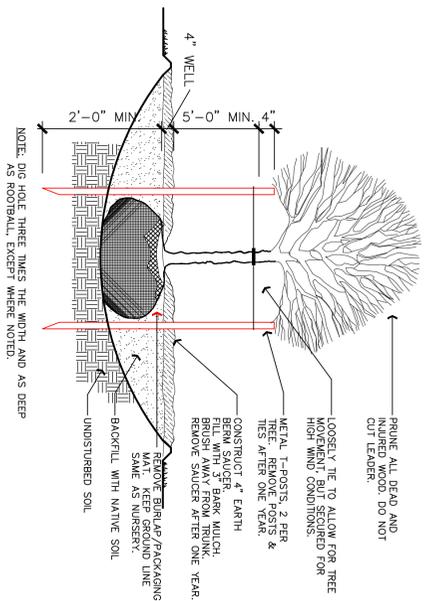
Quantity	Symbol	Scientific Name	Common Name	Planting Size
2	✱	Colamagrostis 'Karl Foerster'	Karl Foerster Grass	1 gal.
43	✱	Hemerocallis 'Stella d'Oro'	Stella d'Oro Daylily	1 gal.
30	⊙	Iberis sempervirens	Candytuft	1 gal.
26	✱	Lavandula	Lavender	1 gal.
13	⊙	Sedum 'Autumn Joy'	Autumn Joy Sedum	1 gal.

- Decorative Boulders
- Turf Grass - To be sodded.

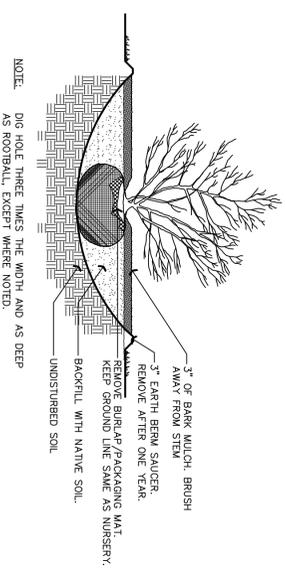
NOTE: Vary heights of evergreen trees for a natural look.
 NOTE: All beds shall have a 3" layer of Shredded Bark Mulch. Replenish as needed to maintain mulch depth.
 NOTE: Irrigation to be designed by owner's licensed landscape contractor.



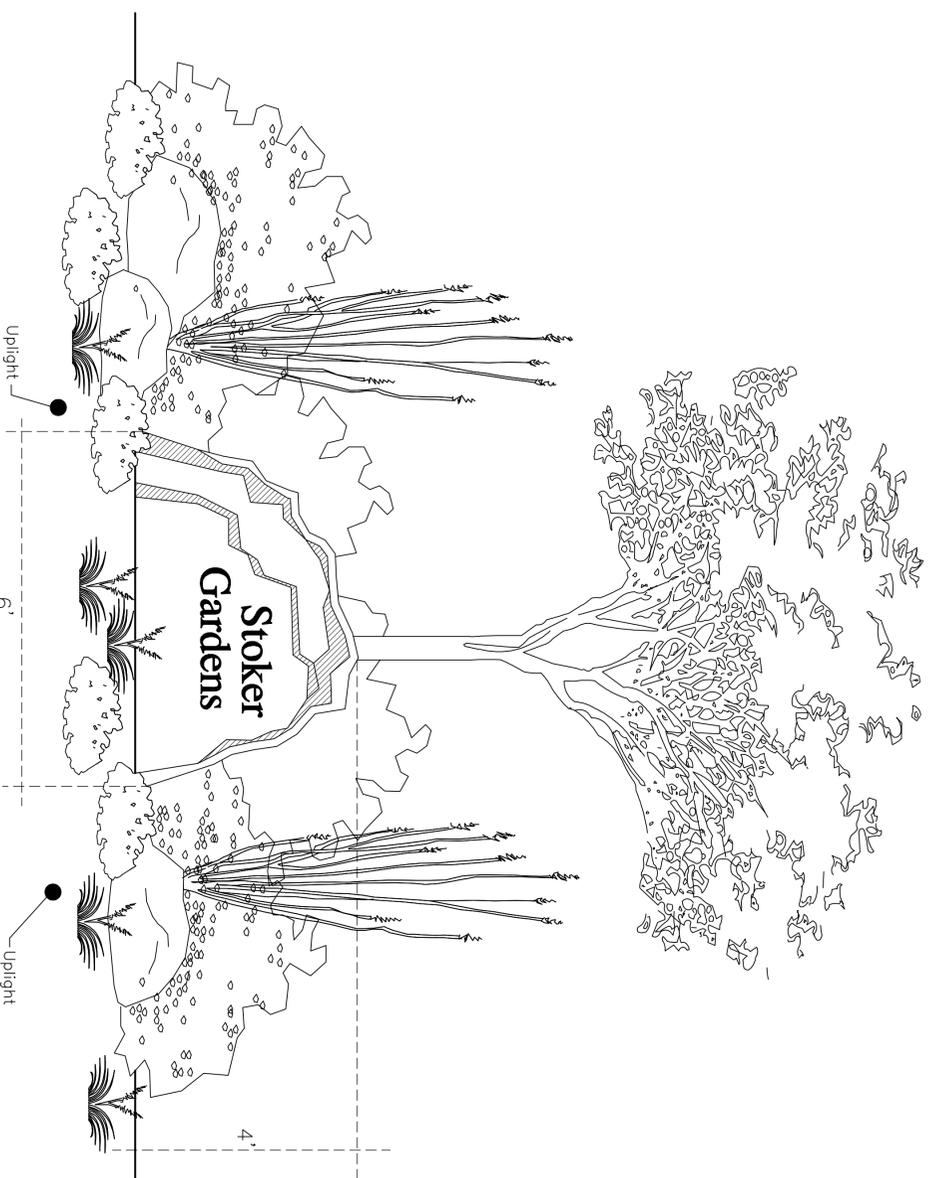
CONIFEROUS TREE PLANTING
 SCALE: NOT TO SCALE



DECIDUOUS TREE PLANTING
 SCALE: NOT TO SCALE



SHRUB PLANTING
 SCALE: NOT TO SCALE



Entry Sign Detail Etched Stone Monument Sign

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DATE	DESCRIPTION
12-12-11 RH	Lot 68 Boundary
12-22-11 RH	City Comments

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Stoker Gardens P.R.D. Improvements Plans
 SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Detail Sheet

Sheet	13
Number	3784-42
Project Info. Landscape Architect: DEBBIE ELLEN REYNOLDS, L.A. Drafter: R. HANSEN/D. REYNOLDS Begin Date: NOVEMBER 28, 2011 Name: STOKER GARDENS P.R.D. SUBDIVISION Number: 3784-42	



Typical Unit Front Elevation

Stoker Gardens P.R.D. (Lots 1-66)

Syracuse City, Davis County, Utah

Finish Percentage
 31% Rock
 69% Hardy Board Siding
 100% Hardy Board Siding (Sides & Rear)

Scale 1" = 60'



Stoker Gardens P.R.D.
 PART OF THE NE 1/4 OF SECTION 15, T.4N., R. 2W., S.13B & M., U.S. SURVEY
 SYRACUSE CITY, DAVIS COUNTY, UTAH

Exterior Finishes

Project Info.	
Engineer:	N. Reeve
Designer:	C. Cave
Begin Date:	March 7, 2011
Name:	STOKER PROPERTY
Number:	3784-42

Sheet	1
1	Sheets



Typical Unit Front Elevation

Stoker Gardens P.R.D. (Lots 1-66)

Syracuse City, Davis County, Utah

Finish Percentage
 31% Rock
 69% Hardy Board Siding
 100% Hardy Board Siding (Sides & Rear)

Scale 1" = 60'



Reeve & Associates, Inc.
 4105 S. HARRISON BLVD., SUITE 210, COVINGTON, UTAH 84003
 TEL: (435) 627-3100 FAX: (435) 627-3888

Stoker Gardens P.R.D.
 PART OF THE NE 1/4 OF SECTION 15, T.4N., R. 2W., S.13B & M., U.S. SURVEY
 SYRACUSE CITY, DAVIS COUNTY, UTAH

Exterior Finishes

Project Info.	
Engineer:	N. Reeve
Designer:	C. Cave
Begin Date:	March 7, 2011
Name:	STOKER PROPERTY
Number:	3784-42

Sheet	1
1	Sheets

Stoker Gardens PRD - Addressing

Unit #			Unit #		
1	1036 W.	2050 S.	35	1138 W.	2050 S.
2	1038 W.	2050 S.	36	1142 W.	2050 S.
3	1042 W.	2050 S.	37	1146 W.	2050 S.
4	1044 W.	2050 S.	38	1148 W.	2050 S.
5	1046 W.	2050 S.	39	1152 W.	2050 S.
6	1048 W.	2050 S.	40	1154 W.	2050 S.
7	1052 W.	2050 S.	41	1156 W.	2050 S.
8	1054 W.	2050 S.	42	1158 W.	2050 S.
9	1056 W.	2050 S.	43	1147 W.	2050 S.
10	1058 W.	2050 S.	44	1143 W.	2050 S.
11	1062 W.	2050 S.	45	1139 W.	2050 S.
12	1064 W.	2050 S.	46	1133 W.	2050 S.
13	1072 W.	2050 S.	47	1127 W.	2050 S.
14	1074 W.	2050 S.	48	1121 W.	2050 S.
15	1076 W.	2050 S.	49	1117 W.	2050 S.
16	1078 W.	2050 S.	50	1113 W.	2050 S.
17	1082 W.	2050 S.	51	1107 W.	2050 S.
18	1084 W.	2050 S.	52	1101 W.	2050 S.
19	1104 W.	2050 S.	53	1097 W.	2050 S.
20	1102 W.	2050 S.	54	1093 W.	2050 S.
21	1098 W.	2050 S.	55	1083 W.	2050 S.
22	1096 W.	2050 S.	56	1079 W.	2050 S.
23	1094 W.	2050 S.	57	1059 W.	2050 S.
24	1092 W.	2050 S.	58	1053 W.	2050 S.
25	1118 W.	2050 S.	59	1047 W.	2050 S.
26	1116 W.	2050 S.	60	1043 W.	2050 S.
27	1114 W.	2050 S.	61	1039 W.	2050 S.
28	1112 W.	2050 S.	62	1033 W.	2050 S.
29	1108 W.	2050 S.	63	1027 W.	2050 S.
30	1106 W.	2050 S.	64	1023 W.	2050 S.
31	1134 W.	2050 S.	65	1019 W.	2050 S.
32	1132 W.	2050 S.	66	1013 W.	2050 S.
33	1128 W.	2050 S.	67	2016 S.	1000 W.
34	1126 W.	2050 S.	68	1176 W.	2050 S.



W2333604

E# 2333604 PG 1 OF 37
ERNEST D ROWLEY, WEBER COUNTY RECORDER
08-APR-08 458 PM FEE \$146.00 DEP SPY
REC FOR: MIKE SCHULTZ CONST. INC.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CAMELOT COVE TOWNHOMES/P.R.U.D.
Phase 1

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CAMELOT COVE TOWNHOMES
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

THIS DECLARATION is made and executed this
, by Camelot Cove, LLC, a Utah Limited Liability Company, (the "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of land (the "Property") in the city of West Haven, County of Weber, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a planned residential development with various Common Areas as set forth in the plats of the recorded subdivision.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas in the official records of Weber County, State of Utah.

C. Declarant hereby deems it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and to collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, Declarant has caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, Camelot Cove Homeowners Association (the "Association").

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1.01 Association shall mean Camelot Cove Homeowners Association, a Utah nonprofit corporation.

1.02 Board shall mean the Board of Trustees of the Association.

1.03 Common Areas shall mean all property, including streets, roadways, sidewalks, rights-of-way and utilities, swimming area, etc., owned or designated on the recorded plat as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto.

1.04 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Camelot Cove Townhomes P.R.U.D.

1.05 Design Committee shall mean the Design Committee established by and referred to in Article VIII of this Declaration.

1.06 Managing Agent shall mean any person, persons or entity appointed or employed as Managing Agent pursuant to Section 4.01 of Article IV of this Declaration.

1.07 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.

1.08 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Residential Lot owned by it.

1.09 Property shall mean the Property described in Exhibit "A" attached hereto, which includes all land covered by this Declaration, including Common Areas.

1.10 Residential Lot shall mean and refer to any one of the sixty four (64) lots of land within the boundary of the Property as shown upon and designated on the Plat as Residential Lots. Said lot shall also include the patio area described herein.

1.11 Townhouse Unit and Unit shall mean and refer to, and include:

a. A separate physical part of the Property intended for independent use consisting of rooms or space located in a building. Units are shown in the Map by single cross-hatching.

b. Each Townhouse Unit shall include the patio in the back of the unit as private and belonging solely to the townhome owner. Said patio area of each respective unit shall be considered part of the Unit and not part of the common area even if the plat suggests otherwise.

b. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designed to serve only one Unit, such as appliances, electrical receptacles and outlets, air-conditioning compressors and other air-conditioning apparatus, fixtures and the like.

c. The vertical (parametric) boundary of a Unit shall be the vertical plane which includes the back surface of the plaster board of all walls bounding the Unit.

1.12 Plat shall mean and refer to the Plat of Camelot Cove Townhomes P.R.U.D. executed and acknowledged by Declarant, which is being recorded in the official records of Weber County, Utah, shortly before the recording of this Declaration.

1.13 Member shall mean and refer to every person who holds membership in the Association.

1.14 Declarant shall mean Camelot Cove, LLC, a Utah limited liability company and its successors and assigns.

1.15 Roadways shall mean that portion of the Common Areas consisting of the streets and roads within the Property for the use and benefit of the Owners as such are identified and depicted on the Plat.

ARTICLE II - SUBMISSION AND DIVISION OF PROJECT

2.01 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. The Property is being subdivided into 64 lots as identified in the Plat.

2.02 Division into Lots and Common Areas. The Property is hereby divided into sixty four (64) Lots, each consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated as Lots shall constitute the Common Area, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration.

2.03 Estate of Unit Owner. Each Unit in the project shall include an equal undivided interest in the Common Areas and Facilities. The equal undivided interest in the Common Areas and facilities shall be for all purposes including, but not limited to, participation in Common Profits, and assessments for Common Expenses.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION -

3.01 Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

3.02 Voting Rights. The Association shall have the following described two classes of Voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to five votes for each Residential Lot which it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

- (a) 120 days after the date by which 75% of the units have been conveyed to unit purchasers; or.
- (b) December 31, 2011.

3.03 Multiple Ownership Interests. In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.04 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots. Any Owner who mortgages his Residential Lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

3.05 Unit Maintenance. Each Owner shall at his own cost and expense, maintain, repair, paint, repaint, tile, wallpaper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decoration and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range or other appliances or fixtures that may be in or connected with his Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value of any other Unit.

3.06 Right to Examine Association Records. Any Owner shall have the same right to inspect the books and records of the Association and receive financial statements of the Association; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to expend its funds as per the request of any single Owner or to cause its financial statements to be audited.

ARTICLE IV - OPERATION AND MAINTENANCE

4.01 Duties of and Maintenance by the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The association shall accept all owners as Members of the Association.
- (b) The Association shall accept title to all Common Areas and Limited Common Areas, if any, conveyed to it by the Declarant.
- (c) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, care of swimming pool, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until *and* except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Members holding at least two-thirds (2/3) of the votes of each class of membership of the Association.
- (d) In addition to maintenance of the Common Areas, the Association shall also provide and be responsible for snow removal from all private roadways, sidewalks in the Common Areas and sidewalks and driveways located within Residential Lots and the

exterior maintenance and upkeep of each of the Residential Lots subject to assessment hereunder as follows: water, mow, cut, prune and replace as needed all lawns, trees, shrubbery, flowers and other landscaping features located on any portion of a Lot which lies between the boundaries of the Lot and the extremities of the Townhouse Unit located thereon. In addition, the Association shall also provide and be responsible for the maintenance of the exterior of the Townhouse Units including the maintenance, repair and replacement of the roof and exterior siding of the Units, including the fascia and soffit, and the maintenance of the exterior of all garages within the Project. Moreover, the Association shall provide for proper maintenance, upkeep and repair of the swimming pool for the benefit of the Owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the Owner shall be obligated to immediately reimburse the Association for the cost thereof. The Owner's obligation to reimburse the Association for the cost of such maintenance or repairs shall be secured by a lien against the Owner's Lot in the same manner as provided in Article V below with respect to Monthly Assessments and Special Assessments.

(e) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments, levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(f) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration.

(g) The Association may employ a responsible corporation, partnership, firm, person, persons or other entity to serve as the Managing Agent to manage and control the Common Areas and Limited Common Areas, if any, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.

4.02 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Articles VII or VIII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas, Limited Common Areas, if any, and Residential Lots (to the extent required herein or necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas and Limited Common Areas, if any, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas and Limited Common Areas, if any, on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

(1) Maintenance, repair and replacement of all Roadways and appurtenant improvements, including the removal of snow thereon, on such terms and conditions as the Board shall deem appropriate;

(2) Construction, maintenance, repair and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;

(3) Construction, maintenance, repair and replacement of landscaping and sidewalks upon the Residential Lots, including the snow removal from sidewalks

within Residential Lots, on such terms and conditions as the Board shall deem appropriate;

(4) Such insurance policies or bonds (including fidelity bonds) as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the Managing Agent, the members of the Board, the members of the Design Committee and the Owners;

(5) Such utility services, including (without limitation) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

(6) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(7) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(8) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary; and

(9) Maintenance, repair and replacement of the common roof or exterior walls of the Townhouse Units, on such terms and conditions as the Board shall deem appropriate;

(10) Maintenance, upkeep and repair of the swimming pool.

(c) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

(d) The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.03 Duties and Maintenance by the Owners. Each Owner shall keep the Lot owned by him, and all improvements thereon free of debris all in a manner consistent with good property management, and so as not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Townhouse Unit. Owner shall be responsible for the snow removal and proper maintenance and replacement of the patios located upon his Lot.

4.04 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use and maintenance the Common Areas; (b) the use and maintenance of Limited Common Areas, if any; (c) the use of any Roadways or utility facilities owned by the Association; (d) the collection and disposal of refuse; (e) the maintenance of animals on the Property; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4.05 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

ARTICLE V - ASSESSMENTS

5.01 Personal Obligation and Lien. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Residential Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and casts of collection which shall be a charge on the Residential Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.02 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes, insurance, and bonds on the Common Areas and Limited Common Areas (if any); maintenance, repair, and improvements of the Common Areas, Limited Common Areas, sidewalks within Residential Lots, and maintenance of the exterior of the Townhouse Units; management and supervision of the Common Areas and Limited Common Areas, if any; establishing and funding of a reserve to cover major repair or replacement of improvements within the Common Areas, Limited Common Areas, if any, sidewalks within Residential Units and maintenance of the exterior of Townhouse Units; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas, Limited Common Areas, sidewalks within Residential Units and maintenance of the exterior of Townhouse Units that must be maintained, repaired or replaced on a periodic basis.

5.03 Monthly Assessments. The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.07 below.

5.04 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas, Limited Common Areas, if any, sidewalks and exterior of the Townhouse Units. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.05 Quorum Requirements. The quorum at any meeting required for any action authorized by Section 5.04 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.04) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5.06 Special Assessment on Specific Residential Lots. In addition to the monthly assessment and any special assessment authorized pursuant to Section 5.04 above, the Board may levy at any time special assessments (a) on every Residential Lot especially benefitted by any improvement to adjacent Roadways, sidewalks, Townhouse Units, planting areas or other portions of the Common Areas or Limited Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot the Owner or occupant of which shall cause any damage to the Common Areas, Limited Common Areas, if any, sidewalks and dwelling unit exteriors necessitating repairs, and (c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.02(a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Residential Lots benefitted.

5.07 Uniform Rate of Assessment. All monthly and special assessments authorized by Section 5.03 or 5.04 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that until a Residential Lot has been both fully improved with a Townhouse Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Residential Lot shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Residential Lot.

5.08 Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Residential Lots as of the second month following conveyance to the Association of the Common Areas shown on the Plat. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

5.09 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrance of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

5.10 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (i) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (ii) a lien for all sums unpaid on the first Mortgage, or on any Mortgage to Declarant, duly recorded in the Official Records of Weber County, Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by a lien thereof in accordance with the terms of such instrument. All other liens or acquiring liens shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Managing Agent may prepare a written notice of the lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Managing Agent and may be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Managing Agent in the same manner in which trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of the filing of the notice of lien and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien

being foreclosed. The Owner shall also be required to pay to the Managing Agent any assessments against the Unit which shall become due during the period of foreclosure.

In event of foreclosure, after the institution of the action, the Unit Owner shall pay a reasonable rental for his use of the Unit and the Managing Agent shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person. The Managing Agent shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner hereof.

A release of notice of lien shall be executed by the Managing Agent and recorded in the Office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Managing Agent with respect to such lien, including priority.

The Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for thirty (30) days after the same shall become due; provided, however that such encumbrancer first shall have furnished the Managing Agent written notice of such encumbrance.

If the Owner of a Unit who is leasing a Unit to a third party fails to pay any assessments for a period of more than sixty (60) days after it is due and payable, the Managing Agent may demand the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other period payment, until the amount due to the Association is paid. The Managing Agent shall have all rights under Utah Code Annotated §57-8-21(6) in order to collect the funds from the tenant.

Any lien for nonpayment of an assessment may be enforced by sale or foreclosure of the Unit Owner's interest by the Manager or Managing Agent. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Unit Owner shall pay the costs and expenses of such proceedings and reasonable attorney's fees. Moreover, the Owner shall pay a reasonable rental for the Unit, and the Association may obtain appointment of a receiver to collect the rental without regard to the value of the mortgage security.

In addition, if an Owner fails or refuses to pay any assessment when due, the Managing Agent may terminate an Owner's right to receive utility services which are paid as a common expense and may further terminate an Owner's right of access and use of recreational facilities. The termination of such rights shall comply with Utah Code Annotated §57-8-21.

5.11 Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

5.12 Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Resident Lot from the lien of any assessment thereafter becoming due.

ARTICLE VI - PROPERTY RIGHTS AND CONVEYANCES

6.01 Easement Concerning Common Areas and Sidewalks. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas and sidewalks located within the Project. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated there from. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

6.02 Form of Conveyancing: Leases. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Unit _____ contained in Building _____ of Camelot Cove Townhomes, P.R.U.D.
Phase # _____, according to the Plat thereof recorded in Book __, Page

of the *Official* Records of Weber County, which Lot is contained
within Camelot Cove Townhomes P.R.U.D. Phase _____ identified in
the "Declaration of Covenants,

Conditions, and Restrictions of Camelot Cove Townhomes P.R.U.D. Phase ___ recorded in Book ___ at Page. SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

6.03 Transfer of Title to Common Areas. Declarant shall convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non delinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

6.04 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas and sidewalks shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Areas and sidewalks for the Owners so as to provide for the enjoyment of the Common Areas and sidewalks by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas and sidewalks;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Weber County and West Haven City, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, sidewalks or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by Residential Lots and

(2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant). No such dedication or transfer, however, may take place without the Association first receiving written approval from West Haven City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

6.05 Reservation of Access and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to West Haven City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

6.06 Easements for Encroachments. If any part of the Common Areas or Limited Common Areas as improved by Declarant now or hereafter encroaches upon any Residential Lot or if any structure constructed by Declarant on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas or Limited Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Residential Lot or upon any portion of the Common Areas or Limited Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

6.07 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Townhouse Units on Residential Lots, (b) improvement of the Common Areas and Limited Common Areas and construction, installation and maintenance thereon or Roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of Roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Weber County, Utah.

6.08 Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside the Units; Support. Each Unit Owner shall have an easement common with Owners of all other Units to use all the pipes, wires, ducts, cables, conduits, public utilities, lines and other Common Facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and located in such Unit. The Managing Agent shall have a right of access to each Unit to inspect the same, to remove said violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support to the benefit of all other Units and the Common Areas.

6.09 Easement to Managing Agent. The Managing Agent shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

6.10 Easement for Utility Services. There is hereby created a blanket easement upon, across, over, and under the property described in Exhibit "A" for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, gas, telephones, electricity, and other utility services. This blanket easement extends to West Haven City for the extent necessary for the maintenance and servicing of municipal services to the Project.

ARTICLE VII - LAND USE RESTRICTIONS AND OBLIGATION

7.01 General Restrictions and Requirements.

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one Townhouse Unit shall be constructed on any Residential Lot. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Townhouse Units or the Common Areas.

(c) Businesses, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not

be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from the West Haven City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Townhouse Units or the Common Areas and Limited Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Townhouse Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, Roadways or Common Areas and Limited Common Areas.

(f) No Owner shall engage in any activities or permit the storage of any materials on a Lot which would create a fire hazard or nuisance.

(g) All garbage, rubbish, and trash shall be kept in covered containers. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(h) No Residential Lot shall be resubdivided.

(i) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(j) Roof and materials shall be architectural grade asphalt shingles as approved by the Design Committee or other high quality roofing materials. All replacement of shingles shall be made by the Association at the expense of the Association so as to maintain uniformity throughout the project.

(k) The exterior covering of all Townhouse Units shall be of stucco or other materials as determined by the Declarant. Once a Residential Unit is constructed, no Owner shall change or alter the exterior covering of the Unit unless prior written approval is obtained from the Design Committee.

(l) No Townhouse Unit shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved by the Design Committee.

(m) No accessory building shall be constructed upon any Residential Lot unless specifically allowed by architectural standards prior approved by the Design Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

(n) No exterior lighting of any sort shall be installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(o) No Townhouse Unit shall be occupied until the same is substantially completed in accordance with the plans of the Unit type.

(p) No Owner of any Residential Lot, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by *the* Design Committee.

(q) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(r) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(s) No fuel tanks or similar storage facilities shall be constructed or used on any Residential Lot or in the Common Areas.

(t) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property which interferes with television or radio reception.

(u) No outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot.

(v) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas.

(w) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board; provided that this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(x) No signs whatsoever shall be erected or maintained upon any Residential Lot,

(i) Such signs as may be required by legal proceedings,

(ii) Such signs as Declarant may erect or maintain on a Residential Lot prior to sale and conveyance,

(iii) One For Sale" or "For Rent" sign having a maximum face area of fifteen (15) square feet and referring only to the premises on which it is situated.

(y) Except to the extent used by Declarant in connection with and during the development and sale of Residential Lots, no mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, Common Areas or Roadways. No large commercial vehicle, motor home, camping trailer, snowmobile trailer, or the like, shall be parked on any Residential Lot, Roadways or Common Areas except as prior approved by the Board.

(z) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

(i) No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Residential Lot.

(ii) No dangerous or nuisance animals, as defined by the Board, may be maintained or kept on any Residential Lot.

(iii) The area of any Residential Lot occupied by an animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to other Owners in the Project.

(iv) No animals shall be permitted on the Common Areas except when accompanied by and under the control of the persons to whom they belong.

(v) The use and control of any animals shall be subject to further control by rules and regulations promulgated by the Board.

(aa) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets shall be kept on any Residential Lot. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. Owners shall be responsible to clean up the waste left by their pets immediately afterwards. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(bb) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(cc) There shall be no camping upon any Residential Lot or Common Areas, except as permitted by the Board by written license.

(ee) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway.

7.02 Exemption of Declarant. Notwithstanding the provisions of Section 7.01, the Declarant shall have the right to use any Residential Lot or Townhouse Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and sale of all Residential Lots owned by Declarant.

7.03 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property or Residential Lots;
- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.04 Conditional Notes on Plat. Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

ARTICLE VII- ARCHITECTURAL CONTROL COMMITTEE

8.01 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

8.02 Actions Requiring Approval. No fence, wall, Townhouse Unit, accessory or addition to a Townhouse Unit, or landscaping or other improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color or material, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

8.03 Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

8.04 Design Committee Rules and Architectural Standards. The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

8.05 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design

Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

8.06 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

8.07 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

8.08 Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

8.09 Exemption of Declarant. The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Residential Lot or portions of the Common Areas at any time during the twenty-year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

8.10 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner, that as of the date thereof either (a) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

8.11 Disclaimer of Liability. neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

8.12 Fencing. Any fencing which a Unit owner installs must be pre-approved by the architectural review committee and must be of the same material and color as the fencing in the common area.

ARTICLE IX - INSURANCE

9.01 Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called the Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

9.02 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners. The Association shall furnish appropriate fidelity bonds on any Managing Agent.

9.03 Review of Insurance. The Board shall periodically, and whenever requested in writing by twenty percent (20%) or more of the Owners, review the adequacy of the Association's

insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

9.04 Residential Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

9.05 Owners Insurance. Each Owner of a Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Townhouse Unit and garage located on such Owner's Lot in an amount equal to its full insurable replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association for the cost of any such insurance shall be secured by a lien upon the Owner's Lot as provide in this Declaration with respect to Monthly and Special Assessments.

ARTICLE X - CONDEMNATION

10.01 If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential

Lot in the Association and the Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

ARTICLE XI - RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

11.01 Preservation of Regulatory Structure and Insurance. Unless the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:

(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Townhouse Units, the exterior maintenance of Townhouse Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property.

(b) to fail to maintain insurance as required by Article IX. This Section 11.01 may be amended as provided in Section 13.02 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.02 Preservation of Common Area; Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) all first mortgagees of Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant) the Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 6.05 of Article XI hereof; or

(b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Lot or the Owner thereof.

This Section 11.02 may be amended as provided in Section 13.02 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.03 Written Consent Deemed Approved. If an Owner or a mortgagee fails to approve or disapprove a request made pursuant to this Article XI, or any other Article in this Declaration,

within sixty (60) days after such request is mailed, by certified mail, return receipt requested, the request shall be deemed to be approved from such Owner or mortgagee.

11.04 Notice of Matters Affecting Security. The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

(a) there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Declaration or the Articles or Bylaws of the Association which is not cured within sixty (60) days after default occurs; or

(b) damage to the Common Areas from any one occurrence exceeds \$10,000.00; or

(c) there is any condemnation or taking by eminent domain of the Residential Lot subject to the first mortgage or of the Common Areas; or

(d) any of the following matters come up for consideration or effectuation by the Association;

(i) abandonment or termination of the Planned Development or condominium regime established by this Declaration;

(ii) material amendment of the Declaration or the Articles or Bylaws of the Association; or

(iii) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

11.05 Notice of Meetings. The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

11.06 Right to Examine Association Records. Any first mortgagee shall have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

11.07 Right to Pay Taxes and Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Declarant, for the Association as owner of the Common Area, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

11.08 Exemption from Any First Right of Refusal. Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Residential Lot.

ARTICLE XII - PARTY WALLS

12.01 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhouse Units upon the Property and placed on the dividing line between two Residential Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.02 Repair and Maintenance of Party Wall, Common Roof or Exterior. Each Residential Unit shall share one or two party wall(s), a common roof, a common exterior back wall, and a common exterior front wall, with adjacent Residential Units. The Owners acknowledge that certain repairs or maintenance to the roof or exterior walls of the Residential Units may become necessary, which repairs or maintenance cannot be performed on one Unit only, but may necessarily involve the other attached Units. Therefore, all repairs to the roof and exterior walls of all Units will be made by the Association out of Association funds and Owners' insurance, if applicable.

12.03 Destruction of Party Wall, Common Roof or Exterior. If a party wall or common improvement is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Association to a condition equal to or better than immediately prior to the damage and the negligent Owner or Owner at fault shall reimburse the Association for any and all costs incurred by the Association to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Residential Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Residential Units, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units. Should a common roof or any part of the exterior wall(s) be damaged or destroyed by any cause other than by fault or by an act of negligence of an Owner of the adjacent Residential Unit, the damage shall be rebuilt or repaired by the Association to a condition equal to or better than immediately prior to the damage, at the expense of the Association, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units.

ARTICLE XIII- MISCELLANEOUS

13.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or

mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

13.02 Amendment. Except as provided in Section 5.04 of Article V and Article XI, this Declaration may be amended by:

- (a) the affirmative vote of a majority of the Owners, and
- (b) the affirmative vote of a simple majority of existing first Mortgagees as to any amendments of the rights of Mortgagees; and
- (c) the written consent of Declarant, if such amendment is adopted at a time when Declarant holds Class B membership in the Association, and

Said amendments may be accomplished by the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners, and, if required, has the written consent of Declarant.

13.03 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 13.03:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
- (c) Except as provided in the following sentence any change in ownership of a Residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

13.04 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

13.05 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

13.06 Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Townhouse Unit shall comply with, and all interests in all Residential Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

13.07 Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Residential Lots voted in favor of such termination. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, the current President of the United States at the time this Declaration was recorded.

13.08 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

EXHIBIT "A"

ALL OF UNITS 1 THRU 64, BUILDINGS 1 THRU 13 CAMELOT COVE
TOWNHOMES P.R.U.D. PHASE I, WEBER COUNTY, UTAH, ACCORDING
TO THE OFFICIAL PLAT THEREOF.

EXHIBIT "B" COMMON AREAS

The Common Areas within Camelot Cove Townhomes P.R.U.D. Phase # 1 shall include all Common Areas as shown and described on the Plat.

Addendum 1

Dedication of Private Streets for Camelot Cove Townhomes P.R.U.D. Phase 1

Dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as Private Streets (Private Rights-of-Way) as access to the individual lots, to be maintained by a Lot (unit) Owners Association whose membership consists of said owners, their grantees, successors, or assigns.