



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

JUNE 23, 2026, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

- 1.A. TRAINING - Market Value and Zoning Affect Developers
- 1.B. AGENDA REVIEW

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

- 5.A. June 9, 2026 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

- 7.A. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Annexation Policy Plan.

BACKGROUND: *(Presented by Community Development Director, Brandon Larsen)* Eagle Mountain City is proposing an updated annexation policy plan. The plan identifies seven (7) areas of unincorporated Utah County that Eagle Mountain City would potentially consider for annexation. The document contains a map of these areas in relation to the current city boundaries. A series of criteria and considerations are included in the document to facilitate analysis and decision-making for annexation proposals.

- 7.B. PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah, Approving the Triumph Master Plan & Development Agreement Amendment.

BACKGROUND: *(Presented by Senior Planner, Robert Hobbs)* A request by Scot Hazard for [a second] Master Development Agreement and Plan Amendment approval pertaining to Triumph Subdivision in order to allow for the creation of four (4) affordable housing “pods” within the development. The proposed pods range from 2.8 – 4.5 acres in size and are intended to have higher residential densities than the balance of the project. Triumph Subdivision is located in Section 19, T6S, R1W, on the east and west sides of N. Lake Mountain Road south of E. Pole Canyon Blvd. (County Assessor Parcel/Serial # 59:019:0031) in Eagle Mountain City; application identified as the: “Triumph Master Development Agreement Amendment”.

7.C. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.75.052 Accessory Recreation Buildings.

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* A proposed code amendment that establishes special use standards for recreation buildings that are an accessory use to religious or cultural meeting halls.

7.D. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.10.030, 17.80.120, and 17.160 Seasonal and Political Signs.

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* This proposed code amendment provides definitions for park strips and political signs, updates standards and practices for political signs, and updates standards for temporary and seasonal use signs.

7.E. PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah Amending the Eagle Mountain Municipal Code 16.20, 16.25, and 17.100 Cost Estimate.

BACKGROUND: *(Presented by Community Development Director, Brandon Larsen)* Consideration of an amendment to Eagle Mountain Municipal Code Chapters 16.20, 16.25, and 17.100, Application Requirements, Cost Estimates.

8. **DISCUSSION ITEMS**

9. **AGENDA REVIEW**

10. **NEXT SCHEDULED MEETING**

11. **ADJOURNMENT**

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PC Training Regarding Market Value and Zoning Affecting Developers
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Bryan Free

PRESENTED BY

Bryan Free

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	Agenda Review
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	June 09, 2026, Planning Commission Meeting Minutes
ITEM TYPE:	Minutes
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/a

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 06.09.2026 PCPH Meeting Minutes Draft



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

June 9, 2026 5:30 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Rod Hess, Brent Strong, Bryan Free, and Chad DeCoursey.

ELECTED OFFICIAL PRESENT: Council Member Melissa Clark.

CITY STAFF PRESENT: Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Steven Lehmitz, Planner; Elizabeth Fewkes, Long Range Planner; Kiara Polee, Affordable Housing Coordinator; and Megan Green, Planning Secretary.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Commissioner Hess called the meeting to order at 5:38 p.m.

1. Discussion Items

1.A. TRAINING - Architecture: The Value of Constructing Buildings to Last

- Community Development Director Brandon Larsen presented the training on Architecture. He let the Commission know that Senior Planner David Stroud was out of town, and Mr. Stroud will present a more detailed presentation on architecture and building design in the future.
- Brandon shared his experience from the National APA conference in Detroit, highlighting the city's historical buildings and their architectural beauty.
- Brandon emphasized the importance of building structures that last, standing the test of time, using examples like Philadelphia's City Hall and Pasadena's City Hall.
- The Commission discussed the potential for Eagle Mountain to create lasting, high-quality municipal buildings.
- The conversation explored the idea of creating buildings that are both functional and aesthetically pleasing, with a focus on traditional elements.

1.B. AGENDA REVIEW

7.A. Senior Housing Overlay Zone

- Long Range Planner Elizabeth Fewkes presented a quick overview of Item 7.A., Senior Housing Overlay Zone.
- The overlay zone is designed to support existing residents and attract new ones, with a focus on older adults.
- Elizabeth Fewkes requested feedback on the draft overlay zone, which will be discussed in more detail during the policy session.

7.B. Annexation Policy Plan

- Brandon Larsen explained the process of updating the Annexation Policy Plan, which includes adding a new area, Area Seven.
- The process involves notifying affected entities and holding public hearings to gather feedback and address any concerns.
- The update aims to align the Annexation Policy Plan with current needs and opportunities, ensuring that the city's growth is well-planned and strategic.

7.C. Eagle Quest East Master Development Agreement Amendment

- Marcus Draper provided a brief overview of the Eagle Quest East Master Development Agreement amendment, which requests extended deadlines.

- The amendment is straightforward, focusing on extending the deadlines for certain development activities.

7.D. Consolidated Fee Schedule Amendment

- The final agenda item, Consolidation Fee Schedule Amendment, is discussed briefly, with no additional comments or questions from the Commissioners.

Commissioner Hess adjourned the work session at 6:20 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

2. Commissioner Hess called the policy session to order at 6:30 p.m.

3. Pledge of Allegiance

Commissioner Hess led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5.A.

MOTION: *Commissioner Strong moved to approve the minutes of May 26, 2026, Planning Commission meeting, with the one correction of Commissioner Jensen being changed to the Alternate Commissioner. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Yes
Laura Jensen	Excused

The motion passed with a unanimous vote.

6. Status Report

Community Development Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting on June 2, 2026.

7. Action and Advisory Items

7.A. EMMC 17.10.030, 17.25.030, and 17.55 Senior Housing Overlay Zone

Presentation Summary: Long Range Planner Elizabeth Fewkes presented the Senior Housing Overlay Zone. She explained the City Council's request and the draft for review. As part of the directive to establish a Senior Housing Overlay Zone, Staff sought further clarification from the Council at the May 5, 2026, City Council meeting, and, during the legislative priorities discussion at the May 19, 2026, City Council meeting prior to drafting its standards. Staff are seeking the Planning Commission's feedback on the draft standards included in the packet materials.

Discussion summary:

- Long Range Planner Elizabeth Fewkes presented the Senior Housing Overlay Zone, explaining the City Council's request and the draft for review.
- Commissioner Hess and other Commissioners discussed the proposed changes, including the inclusion of special use standards for certain zones.
- The idea of requiring single-level housing with a minimum of three-foot-wide doorways for age-restricted homes was proposed.
- Commissioner Hess suggested that the City could incentivize developers to meet certain accessibility standards.
- The Commissioners agreed to recommend the Senior Overlay Zone with proposed changes and special use standards.

Commissioner Hess opened the public hearing at 6:48 p.m.

Kurt Osler, owner of Eagle Quest, provided public comments.

Commissioner Hess closed the public hearing at 6:51 p.m.

MOTION:

Commissioner Hess moved to recommend approval to the City Council of Item 7.A., Senior Housing Overlay Zone with the following changes:

1. **The Senior Housing Overlay Zone municipal code location shall be amended from Chapter 17.55 to Chapter 17.44;**
2. **17.44.060(H): shall be amended to state, "Accessory Dwelling Units. Accessory dwelling units are prohibited within developments governed by the SHO unless permitted per Utah Code Title 10;" and**
3. **EMMC 17.25.030 Land Use Table: the RA1, RA2, RD1, RD2, and FR zones shall be marked with an asterisk and footnote, excluding them from qualifying for a density-incentive/bonus.**

Commissioner Allen seconded the motion.

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Yes
Laura Jensen	Excused

The motion passed with a unanimous vote.

7.B. Annexation Policy Plan (Public Hearing Only)

Presentation summary: Community Development Director Brandon Larsen presented the Annexation Policy Plan, explaining the criteria for approval and the areas proposed for annexation. The proposed Area Seven **was** introduced, highlighting its potential for economic development and infrastructure. The purpose of this hearing is **to allow** Affected Entities the opportunity to provide feedback to the City.

Discussion summary:

- The Commissioners discussed the importance of the Plan as a decision-making tool and the need for compatibility with the General Plan.

Commissioner Hess opened the public hearing at 7:34 p.m. As there were no comments, he closed the hearing at 7:35 p.m.

7.C. Eagle Quest East Master Development Agreement Second Amendment

Presentation Summary Points: City Planner Steven Lehmitz presented the second amendment to the Eagle Quest East Master Development Agreement, explaining the need to extend the benchmark list and preliminary plat expiration date.

Applicant's statements summary: Kurt Ostler, owner of Eagle Quest, explained the delays due to road alignment and water issues, and the need for more time to address these challenges.

Discussion summary points:

- The Commissioners discussed the timeline and the need for milestones to ensure progress.
- The amendment is recommended for approval by the Commissioners.

Commissioner Hess opened the public hearing at 7:37 p.m.

(The Applicant/Owner spoke during the public hearing.)

Commissioner Hess closed the public hearing at 7:40 p.m.

MOTION: *Commissioner Allen moved to recommend approval to the City Council of Item 7.C., Eagle Quest Master Development Agreement Second Amendment. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad Decoursey	Yes
Laura Jensen	Excused

The motion passed with a unanimous vote.

7.D. Consolidated Fee Schedule Amendment

Presentation Summary Points: Brandon Larsen presented the Consolidation Fee Schedule Amendment. He explained that staff periodically review building permit fees, valuation tables, and related development fees to ensure they remain current, transparent, and sufficient to support the City's building and development services.

Discussion summary points:

- The Commissioners discussed the proposed changes, including flat fees for certain applications and the ability for the building official to adjust fees based on actual cost.

Commissioner Hess opened the public hearing at 8:09 p.m. As there were no comments, he closed the hearing at 8:10 p.m.

MOTION: *Commissioner Allen moved to recommend approval to the City Council of Item 7.D., Consolidated Fee Schedule with the following changes:*

- 1. Two deletions as suggested by Staff, as follows: delete the asterisk next to "Owner Building Infrastructure Protection Deposit," as well as the language: "*Deposits will be held by the City for a total of 180 days," both of which are in Section 13.4.*
- 2. The correction Commissioner DeCoursey identified as follows: Fix the following apparently incomplete portion of a footnote in Section 13.3: "This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees... ." Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad DeCoursey	Yes
Laura Jensen	Excused

The motion passed with a unanimous vote.

5. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for June 23, 2026.

Commissioner Hess mentioned that he will be gone for the next meeting.

6. Adjournment

MOTION: *Commissioner Hess moved to adjourn the meeting at 8:12 p.m. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Bryan Free	Yes
Rod Hess	Yes
Brent Strong	Yes
Chad Decoursey	Yes
Laura Jensen	Excused

The motion passed with a unanimous vote.

The meeting was adjourned at 8:12 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Annexation Policy Plan.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Recommend approval of the proposed Annexation Policy Plan to the Council.

BACKGROUND:

In conjunction with Eagle Mountain City's General Plan update process, the City is proposing an updated Annexation Policy Plan. This key document identifies areas of unincorporated Utah County from which the City is willing to consider annexation requests.

The document has two (2) main parts: (1) an annexation policy plan map and (2) a set of criteria and considerations for City decision-makers to use to analyze and evaluate annexation requests. §10-2-803, Utah Code Annotated, has a list of required elements for annexation policy plans. Additionally, the plan highlights Utah Code criteria and statutory limitations to help facilitate compliance with the Utah Code when considering an annexation proposal. The plan also identifies considerations that are especially important to Eagle Mountain, such as water availability and neighborhood compatibility.

The plan identifies seven (7) annexation areas, which are described and highlighted in the document. Each description of a given area identifies the benefits and challenges associated therewith.

This proposal was presented at a Planning Commission meeting especially for *affected entities* on June 9, 2026. *Affected entity* is defined in the "Items for Consideration" section. This proposal was also presented to the Council on June 16, 2026. No concerns were raised by the Council.

In December 2025, the City Council approved the current version of the Annexation Policy Plan. This proposal is the same except for the red-lined changes to the attached proposal, which deals with Area 7. Other than the addition of Area 7 to the Annexation Policy Plan Map, Staff only made some minor graphical enhancements for readability.

Area 7 is proposed to be added because of the potential benefits of strategic resources found therein, and the potential of partnering with the resource rights owners to help to facilitate the extension of utility and road infrastructure to Area 1 and 7. Also, proximity to Redwood Road and Utah Lake also provides potential benefit to the City. The expense of extending infrastructure and environmental considerations related to strategic resource development and Utah Lake are important challenges that would need to be addressed.

ITEMS FOR CONSIDERATION:

Please note the following requirements of 10-2-803(3), Utah Code, pertaining to a Planning Commission's preparation of an annexation policy plan:

10-2-803(3), Utah Code

- (3) *In preparing a proposed annexation policy plan, the planning commission shall:*
- (a) *attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;*
 - (b) *consider population growth projections for the municipality and adjoining areas for the next 20 years;*
 - (c) *consider current and projected costs of infrastructure, urban services, and public facilities necessary:*
 - (i) *to facilitate full development of the area within the municipality; and*
 - (ii) *to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area;*
 - (d) *consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;*
 - (e) *consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and*
 - (f) *be guided by the principles set forth in Subsection 10-2-806(5).*

10-2-806(5), Utah Code:

- (5) *If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:*
- (a) *along the boundaries of existing special districts and special service districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;*
 - (b) *to eliminate islands and peninsulas of territory that is not receiving municipal-type services;*
 - (c) *to facilitate the consolidation of overlapping functions of local government;*
 - (d) *to promote the efficient delivery of services; and*
 - (e) *to encourage the equitable distribution of community resources and obligations.*

Please note that much of this work was done with the Annexation Policy Plan adoption at the end of 2025. Staff will provide the Planning Commission with information at the June 23, 2026, Planning Commission meeting to address these requirements, particularly in light of and related to the proposed addition of Area 7.

Staff is not necessarily proposing a global review of the Annexation Policy Plan, but rather consideration of adding Area 7.

As of June 17, 2026, Staff has not received comments from Affected Entities regarding this proposal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Annexation Policy Plan 2026 Update, Area 7 (4)
2. RES-85-2025 - Adopting the 2025 Annexation Policy Declaration (6)

Annexation Policy Plan

Purpose

Prior to developing unincorporated land in Eagle Mountain, landowners must petition to annex their property into the City. New annexation proposals will be evaluated carefully and only approved when they advance the City's long-term vision. Each decision will focus on securing assets that align with the General Plan and contribute positively to residents' lives.

Potential Reasons for Annexation

While Eagle Mountain will remain selective in considering annexations, there are circumstances where expanding the City's boundaries may bring important community benefits. Some of the potential reasons for annexation include:

- **Employment and Economic Development:** Attracting technological, light industrial, office, agritourism, and research-oriented uses that provide high-quality jobs close to home.
- **Water and Utility Corridors:** Protecting alignments for water pipelines, power lines, stormwater infrastructure, and potential well sites or other water sources to support the City's long-term growth.
- **Transportation Facilities:** Securing land to accommodate a regional or municipal airport, future transit hubs, or other major transportation facilities that require significant acreage and strategic locations.
- **Energy Infrastructure:** Providing sites for energy facilities such as substations, renewable generation sites, or transmission corridors that are essential for reliable service and long-term sustainability.
- **Prime Commercial Land:** Bringing in strategically located land adjacent to future freeway interchanges or major corridors to create employment centers and expand the City's tax base.
- **Recreational Facilities and Open Space:** Preserving large tracts of land for regional parks, trails, sports complexes, and open space that strengthen Eagle Mountain's identity as an outdoor recreation destination.
- **Environmental Protection:** Managing sensitive lands, wildlife corridors, and natural and strategic resources within the City's jurisdiction to ensure consistent stewardship and reduce development pressures in unincorporated areas.
- **Strategic Resource Development:** Preserving opportunities for the responsible exploration and development of rare earth materials and other strategic resources that may support advanced manufacturing, energy technologies, infrastructure investment, and long-term economic diversification within the region.

Annexation for these reasons must still meet the requirements of State Code and align with the City's fiscal framework, infrastructure system, and community values.

Process and Framework

Annexations are governed by Utah Code, which establishes the procedures and requirements for reviewing annexation petitions. These laws outline how proposals are initiated, reviewed, protested, and finalized. To help guide local decisions, this plan summarizes the major State requirements, highlights the statutory limitations that must be respected, and adds Eagle Mountain's own priorities. Together, these create a framework of criteria the City can use when evaluating annexations.

State Code Criteria

Utah Code Title 10, Chapter 2, Part 8 requires cities to evaluate annexations based on several key considerations including the following:

- **Community Character:** How does the annexation support the City's existing and future identity?
- **Municipal Services:** What services are needed in the area, and how will they be provided?
- **Service Extension and Financing:** How will utilities, roads, and other infrastructure be extended, and how will the costs be funded?
- **Tax Impacts:** What are the consequences for both existing City residents and those in the annexed area?
- **Impacts to Affected Entities:** How will annexation impact the County, school district, special districts, nearby cities, and other regional partners?
- **Boundaries:** Does the proposal create clear, contiguous boundaries without leaving islands or peninsulas of unincorporated land? How will community resources and obligations be equitably distributed?
- **Landowner Participation:** Have the required landowners consented to the annexation petition in accordance with code? Does the petition meet statutory thresholds for acreage, value, and signatures?
- **Overlapping Local Government Functions:** Are there any overlapping local government functions that can be consolidated?

Statutory Limitations

In addition to the above criteria, Utah Code establishes important limitations. Eagle Mountain must ensure that:

- Annexations are not undertaken solely to generate municipal revenue or to prevent annexation by another city but instead reflect the City's ability and intent to provide municipal services.
- Annexation boundaries are drawn to align with existing special district, school district, or taxing entity boundaries where practicable.
- Annexations near airports, military installations, or School and Institutional Trust Lands Administration (SITLA) project areas comply with additional statutory requirements.
- Annexation exclusions containing urban development within 1/2 mile of the municipality's boundary are justified.

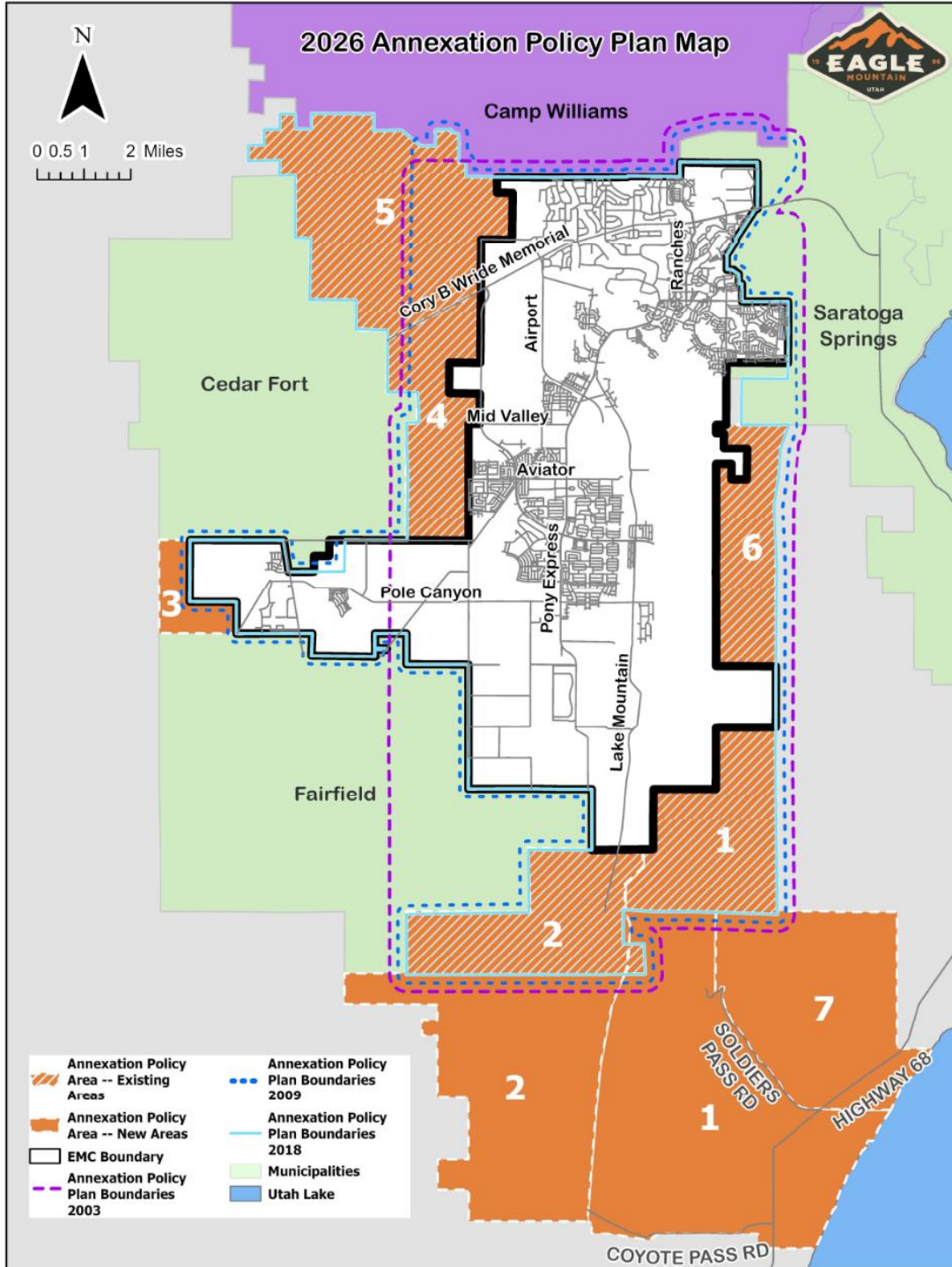
Additional Eagle Mountain Considerations

Beyond the requirements of Utah Code, Eagle Mountain also evaluates annexations through the lens of its community values. Local priorities include:

- **Neighborhood Compatibility:** Ensuring that new areas fit with surrounding neighborhoods and respect the character of nearby communities.
- **Fiscal Balance:** Weighing revenues and costs to make certain that annexations strengthen long-term financial sustainability.
- **Water Availability:** Confirming that sufficient water rights and infrastructure exist to serve new development without compromising current residents.
- **Connectivity:** Extending road, trail, and transit systems in ways that expand access without creating undue maintenance and connectivity challenges.
- **Environmental Stewardship:** Protecting open space, wildlife corridors, and cultural resources within annexed areas.
- **Regional Collaboration:** Coordinating with Utah County, neighboring cities, and other regional partners to ensure annexations support broader regional goals.
- **Developer Commitments:** Ensuring developers provide necessary water rights, participate in infrastructure financing or construction, and submit plans consistent with City standards and the General Plan.
- **Resident Safety:** Assessing the proposed area to avoid or mitigate hazards.

Annexation Map

This map identifies areas that can be considered for potential annexation into Eagle Mountain City, in accordance with the criteria in this document.



Annexation Areas

The 2025 Annexation Policy Map identifies six seven potential areas where Eagle Mountain may consider future expansion. The map provides a geographic frame of reference, while the following descriptions highlight the opportunities, challenges, and considerations unique to each area. Together, they illustrate how annexation could secure transportation and utility corridors, protect natural and recreational resources, and support regional economic and infrastructure goals in coordination with neighboring communities.

Area 1:

Located southeast of Eagle Mountain near the Utah Lake shoreline and southwest of the Lake Mountains, this area provides a potential connection to Utah Lake and Redwood Road (SR68). It also preserves a possible regional transportation corridor alignment toward Elberta and west Utah County. Annexation could open access to regional recreation opportunities, including trail systems and shoreline amenities, enhancing Eagle Mountain's reputation as an outdoor destination. Benefits include future connectivity to Utah Lake, preservation of a transportation corridor that would strengthen regional mobility and expanded trail and open space opportunities. Challenges include the significant cost of extending infrastructure, potential environmental considerations near the lake, and the need for coordinated planning with Saratoga Springs to prevent conflicts in land use or infrastructure. Careful alignment with State environmental standards and wildlife protection will be critical in this area. Annexation should also preserve future utility corridors, pressure zones, and potential well-sites identified in the City's water planning documents.

Area 2:

This area lies south of the City and to the southeast of nearby Fairfield. Its location provides a strategic opportunity for energy infrastructure, including natural gas, solar generation, or potential small modular nuclear facilities. Annexation would ensure the City retains control over a critical utility corridor and positions Eagle Mountain as a leader in energy development. Benefits include diversifying the City's economy, expanding utility services, providing local employment in advanced energy sectors, and preserving land for a regional transportation corridor to the south. Challenges include significant infrastructure investment, potential visual and environmental impacts, and the need for careful siting to maintain compatibility with surrounding land uses. Coordination with Fairfield will be essential to align infrastructure and land use decisions and to avoid service overlaps. Considerations for this area should include the natural gas transmission line and the electrical corridor.

Area 3:

Situated west of Eagle Mountain and northwest of Fairfield, this area provides continuity in the City's boundaries and helps prevent the creation of unincorporated "islands." It lies along the hillside, west of the Firefly development, and consists mostly of land controlled by the Bureau of Land Management. Annexation would allow Eagle Mountain to guide recreational access and manage open space on the western side of the valley, preserving trailheads and ensuring consistent

land use. Benefits include protection and utilization of natural and recreational lands, and stability of City limits. Challenges are tied primarily to extending infrastructure to undeveloped lands, if needed. Long-term planning should ensure land use aligns with Eagle Mountain's growth framework while preserving recreational opportunities such as trail loops and open space connections. Given the City's projected population growth, annexation here should also be phased to support orderly expansion of services and facilities, as needed.

Area 4:

This area is located in the central Cedar Valley, south of SR73, west of the future Cedar Valley Freeway, and east of Cedar Fort. Annexation in this area should preserve transportation and transit corridors identified in the City's Transportation Master Plan. Annexation could bring economic growth, improved connectivity, and opportunities for transportation and logistics focused uses. Challenges include noise, traffic impacts, and the cost of major infrastructure. Compatibility with residential areas and preservation of open space and wildlife corridors must be carefully planned. Coordination with Cedar Fort will also be important to ensure compatible land use and transportation planning across municipal boundaries.

Area 5:

Bordering Camp Williams on the City's northwestern edge; this area is reached via SR73. Its proximity to Camp Williams makes it suitable for recreation, agritourism, and light industrial uses that diversify the local economy while remaining compatible with military operations. Annexation could provide opportunities for expansion of the City's recreation system, potentially adding new facilities, trailheads, or economic opportunities that highlight the area's rural character. Benefits include diversifying the local economy and protecting open space adjacent to Camp Williams. Challenges include safety, ACUB (Army Compatible Use Buffer) restrictions, extension of utilities, and the need to respect military training operations. Coordination with Cedar Fort and military partners will be necessary, along with careful planning to determine wildlife corridor widths and preserve ecological connectivity. Evaluate opportunities for municipal satellite facilities in this area to improve service response times for the northern region of the City.

Area 6:

Located in the northern Lake Mountains and consisting mainly of land controlled by the Bureau of Land Management, this area offers opportunities for expanded outdoor recreation, including new trailheads, trails, campgrounds, and natural open spaces. Annexation would strengthen Eagle Mountain's position as a recreation destination while preserving scenic views. Considerations include limited infrastructure access, wildfire risk, and the need to safeguard sensitive habitats and wildlife migration routes. Careful planning and adherence to environmental stewardship principles will ensure recreational uses complement ecological health. Coordination with Saratoga Springs will also be necessary, and tourism or vacation-oriented uses should be explored to enhance the area's role as a regional recreation destination. Wildfire risk reduction strategies, including defensible space and fire-resistant land uses, should be emphasized as part of annexation review.

Area 7:

This mountainous area lies east of Area 1 and southeast of the City. The southeastern portion of Area 7 reaches the shores of Utah Lake and provides a connection to Redwood Road (SR68). Deposits of rare earth minerals have been found in Area 7. The City could potentially work with the mineral rights owners to develop road and utility infrastructure for this area. The minerals could be a benefit to Eagle Mountain's growing technology industry. This area's challenges include the significant cost of extending infrastructure, potential environmental considerations related to the lake and strategic resource exploration and development, and the need for coordinated planning with Saratoga Springs to prevent conflicts in land use or infrastructure. Careful alignment with State environmental standards and wildlife protection will be critical in this area. Annexation should also preserve future utility corridors.

Conclusion

Annexation is not about expanding borders for their own sake, but about making thoughtful, educated decisions that serve the community's future. By following Utah Code requirements while also weighing local priorities, landowner responsibilities, and potential community benefits, Eagle Mountain ensures that annexations are consistent with the City's values, are fiscally responsible, and support the future vision of the community. The annexation areas identified on the 2025 Annexation Policy Map provide a framework for how expansion may occur in ways that protect or enhance natural resources, transportation corridors, and utility rights-of-way; secure recreation and open space; and facilitate economic opportunities. Consideration of the City's adopted master plans and close coordination with neighboring communities such as Saratoga Springs, Cedar Fort, and Fairfield, as well as other regional partners, will be essential to making annexations a positive and sustainable part of Eagle Mountain's long-term vision.

RESOLUTION NO. R-85-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING THE 2025 EAGLE MOUNTAIN CITY
ANNEXATION POLICY DECLARATION

PREAMBLE

WHEREAS, Utah Code §§ 10-2-401.5 through 10-2-403 establish the process for preparing and adopting a municipal annexation policy plan, including required public meetings, hearings, review procedures, and noticing requirements; and

WHEREAS, the Eagle Mountain City along with the Planning Commission prepared a draft Annexation Policy Plan in accordance with Utah Code § 10-2-401.5 and conducted all required public meetings and a duly noticed public hearing, accepted written comments, and subsequently forwarded its recommended Annexation Policy Plan to the City Council; and

WHEREAS, the Annexation Policy Plan functions as an element of the Eagle Mountain City General Plan and supports long-range land use, infrastructure, municipal service, and growth-management objectives; and

WHEREAS, the City Council conducted its own duly noticed public hearing on the recommended Annexation Policy Plan pursuant to Utah Code § 10-2-401.5(4)(c), providing at least 14 days' public notice and the opportunity for public input; and

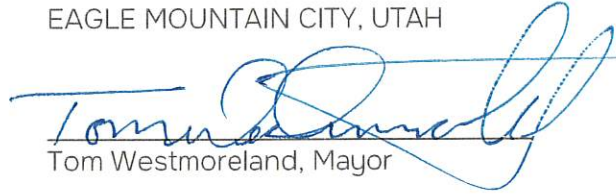
WHEREAS, the City Council has reviewed the recommended Annexation Policy Plan, public comments, the findings of the Planning Commission, and applicable provisions of State law, and finds that adoption of the Annexation Policy Plan is in the best interest of Eagle Mountain City and will guide responsible future growth and coordinated planning efforts;

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. **Adoption.** The "Eagle Mountain City Annexation Policy Plan," dated December 31, 2025, attached as Exhibit A, is hereby adopted as an element of the Eagle Mountain City General Plan pursuant to Utah Code § 10-2-401.5.
2. **Submission to County.** The City Recorder is directed to submit a copy of the adopted Plan to the Utah County legislative body within 30 days, as required by Utah Code § 10-2-401.5(5).
3. **Effective Date.** This Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder




CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of December, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

Annexation Policy Plan

Purpose

Prior to developing unincorporated land in Eagle Mountain, landowners must petition to annex their property into the City. New annexation proposals will be evaluated carefully and only approved when they advance the City's long-term vision. Each decision will focus on securing assets that align with the General Plan and contribute positively to residents' lives.

Potential Reasons for Annexation

While Eagle Mountain will remain selective in considering annexations, there are circumstances where expanding the City's boundaries may bring important community benefits. Some of the potential reasons for annexation include:

- **Employment and Economic Development:** Attracting technological, light industrial, office, agritourism, and research-oriented uses that provide high-quality jobs close to home.
- **Water and Utility Corridors:** Protecting alignments for water pipelines, power lines, stormwater infrastructure, and potential well sites or other water sources to support the City's long-term growth.
- **Transportation Facilities:** Securing land to accommodate a regional or municipal airport, future transit hubs, or other major transportation facilities that require significant acreage and strategic locations.
- **Energy Infrastructure:** Providing sites for energy facilities such as substations, renewable generation sites, or transmission corridors that are essential for reliable service and long-term sustainability.
- **Prime Commercial Land:** Bringing in strategically located land adjacent to future freeway interchanges or major corridors to create employment centers and expand the City's tax base.
- **Recreational Facilities and Open Space:** Preserving large tracts of land for regional parks, trails, sports complexes, and open space that strengthen Eagle Mountain's identity as an outdoor recreation destination.
- **Environmental Protection:** Managing sensitive lands, wildlife corridors, and natural resources within the City's jurisdiction to ensure consistent stewardship and reduce development pressures in unincorporated areas.

Annexation for these reasons must still meet the requirements of State Code and align with the City's fiscal framework, infrastructure system, and community values.

Process and Framework

Annexations are governed by Utah Code, which establishes the procedures and requirements for reviewing annexation petitions. These laws outline how proposals are initiated, reviewed, protested, and finalized. To help guide local decisions, this plan summarizes the major State requirements, highlights the statutory limitations that must be respected, and adds Eagle Mountain's own priorities. Together, these create a framework of criteria the City can use when evaluating annexations.

State Code Criteria

Utah Code Title 10, Chapter 2, Part 8 requires cities to evaluate annexations based on several key considerations including the following:

- **Community Character:** How does the annexation support the City's existing and future identity?
- **Municipal Services:** What services are needed in the area, and how will they be provided?
- **Service Extension and Financing:** How will utilities, roads, and other infrastructure be extended, and how will the costs be funded?
- **Tax Impacts:** What are the consequences for both existing City residents and those in the annexed area?
- **Impacts to Affected Entities:** How will annexation impact the County, school district, special districts, nearby cities, and other regional partners?
- **Boundaries:** Does the proposal create clear, contiguous boundaries without leaving islands or peninsulas of unincorporated land? How will community resources and obligations be equitably distributed?
- **Landowner Participation:** Have the required landowners consented to the annexation petition in accordance with code? Does the petition meet statutory thresholds for acreage, value, and signatures?
- **Overlapping Local Government Functions:** Are there any overlapping local government functions that can be consolidated?

Statutory Limitations

In addition to the above criteria, Utah Code establishes important limitations. Eagle Mountain must ensure that:

- Annexations are not undertaken solely to generate municipal revenue or to prevent annexation by another city but instead reflect the City's ability and intent to provide municipal services.
- Annexation boundaries are drawn to align with existing special district, school district, or taxing entity boundaries where practicable.

- Annexations near airports, military installations, or School and Institutional Trust Lands Administration (SITLA) project areas comply with additional statutory requirements.
- Annexation exclusions containing urban development within 1/2 mile of the municipality's boundary are justified.

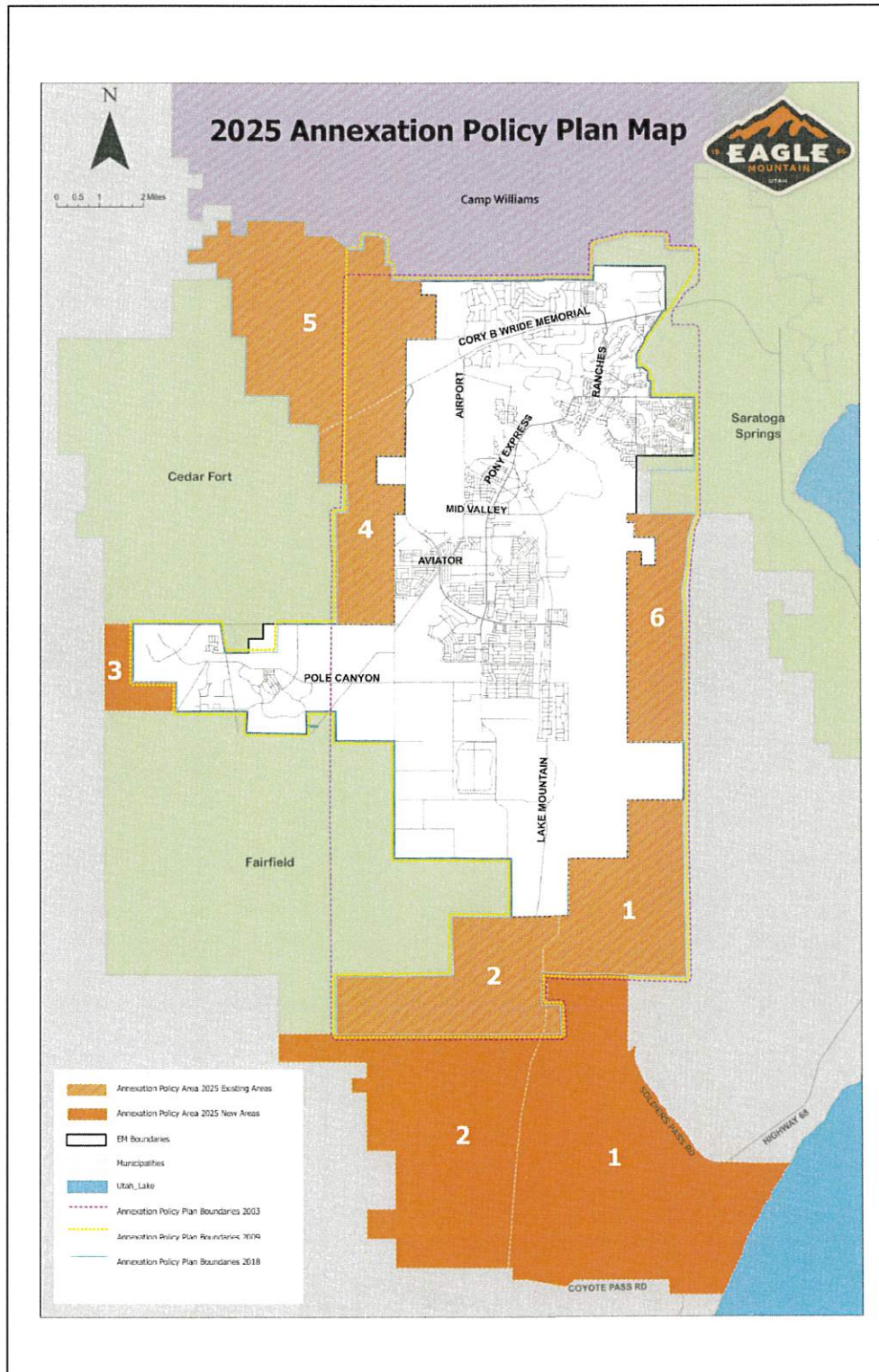
Additional Eagle Mountain Considerations

Beyond the requirements of Utah Code, Eagle Mountain also evaluates annexations through the lens of its community values. Local priorities include:

- **Neighborhood Compatibility:** Ensuring that new areas fit with surrounding neighborhoods and respect the character of nearby communities.
- **Fiscal Balance:** Weighing revenues and costs to make certain that annexations strengthen long-term financial sustainability.
- **Water Availability:** Confirming that sufficient water rights and infrastructure exist to serve new development without compromising current residents.
- **Connectivity:** Extending road, trail, and transit systems in ways that expand access without creating undue maintenance and connectivity challenges.
- **Environmental Stewardship:** Protecting open space, wildlife corridors, and cultural resources within annexed areas.
- **Regional Collaboration:** Coordinating with Utah County, neighboring cities, and other regional partners to ensure annexations support broader regional goals.
- **Developer Commitments:** Ensuring developers provide necessary water rights, participate in infrastructure financing or construction, and submit plans consistent with City standards and the General Plan.
- **Resident Safety:** Assessing the proposed area to avoid or mitigate hazards.

Annexation Map

This map identifies areas that can be considered for potential annexation into Eagle Mountain City, in accordance with the criteria in this document.



Annexation Areas

The 2025 Annexation Policy Map identifies six potential areas where Eagle Mountain may consider future expansion. The map provides a geographic frame of reference, while the following descriptions highlight the opportunities, challenges, and considerations unique to each area. Together, they illustrate how annexation could secure transportation and utility corridors, protect natural and recreational resources, and support regional economic and infrastructure goals in coordination with neighboring communities.

Area 1:

Located southeast of Eagle Mountain near the Utah Lake shoreline and southwest of the Lake Mountains, this area provides a potential connection to Utah Lake and Redwood Road (SR68). It also preserves a possible regional transportation corridor alignment toward Elberta and west Utah County. Annexation could open access to regional recreation opportunities, including trail systems and shoreline amenities, enhancing Eagle Mountain's reputation as an outdoor destination. Benefits include future connectivity to Utah Lake, preservation of a transportation corridor that would strengthen regional mobility and expanded trail and open space opportunities. Challenges include the significant cost of extending infrastructure, potential environmental considerations near the lake, and the need for coordinated planning with Saratoga Springs to prevent conflicts in land use or infrastructure. Careful alignment with State environmental standards and wildlife protection will be critical in this area. Annexation should also preserve future utility corridors, pressure zones, and potential well-sites identified in the City's water planning documents.

Area 2:

This area lies south of the City and to the southeast of nearby Fairfield. Its location provides a strategic opportunity for energy infrastructure, including natural gas, solar generation, or potential small modular nuclear facilities. Annexation would ensure the City retains control over a critical utility corridor and positions Eagle Mountain as a leader in energy development. Benefits include diversifying the City's economy, expanding utility services, providing local employment in advanced energy sectors, and preserving land for a regional transportation corridor to the south. Challenges include significant infrastructure investment, potential visual and environmental impacts, and the need for careful siting to maintain compatibility with surrounding land uses. Coordination with Fairfield will be essential to align infrastructure and land use decisions and to avoid service overlaps. Considerations for this area should include the natural gas transmission line and the electrical corridor.

Area 3:

Situated west of Eagle Mountain and northwest of Fairfield, this area provides continuity in the City's boundaries and helps prevent the creation of unincorporated "islands." It lies along the hillside, west of the Firefly development, and consists mostly of land controlled by the Bureau of Land Management. Annexation would allow Eagle Mountain to guide recreational access and manage open space on the western side of the valley, preserving trailheads and ensuring consistent

land use. Benefits include protection and utilization of natural and recreational lands, and stability of City limits. Challenges are tied primarily to extending infrastructure to undeveloped lands, if needed. Long-term planning should ensure land use aligns with Eagle Mountain's growth framework while preserving recreational opportunities such as trail loops and open space connections. Given the City's projected population growth, annexation here should also be phased to support orderly expansion of services and facilities, as needed.

Area 4:

This area is located in the central Cedar Valley, south of SR73, west of the future Cedar Valley Freeway, and east of Cedar Fort. Annexation in this area should preserve transportation and transit corridors identified in the City's Transportation Master Plan. Annexation could bring economic growth, improved connectivity, and opportunities for transportation and logistics focused uses. Challenges include noise, traffic impacts, and the cost of major infrastructure. Compatibility with residential areas and preservation of open space and wildlife corridors must be carefully planned. Coordination with Cedar Fort will also be important to ensure compatible land use and transportation planning across municipal boundaries.

Area 5:

Bordering Camp Williams on the City's northwestern edge; this area is reached via SR73. Its proximity to Camp Williams makes it suitable for recreation, agritourism, and light industrial uses that diversify the local economy while remaining compatible with military operations. Annexation could provide opportunities for expansion of the City's recreation system, potentially adding new facilities, trailheads, or economic opportunities that highlight the area's rural character. Benefits include diversifying the local economy and protecting open space adjacent to Camp Williams. Challenges include safety, ACUB (Army Compatible Use Buffer) restrictions, extension of utilities, and the need to respect military training operations. Coordination with Cedar Fort and military partners will be necessary, along with careful planning to determine wildlife corridor widths and preserve ecological connectivity. Evaluate opportunities for municipal satellite facilities in this area to improve service response times for the northern region of the City.

Area 6:

Located in the northern Lake Mountains and consisting mainly of land controlled by the Bureau of Land Management, this area offers opportunities for expanded outdoor recreation, including new trailheads, trails, campgrounds, and natural open spaces. Annexation would strengthen Eagle Mountain's position as a recreation destination while preserving scenic views. Considerations include limited infrastructure access, wildfire risk, and the need to safeguard sensitive habitats and wildlife migration routes. Careful planning and adherence to environmental stewardship principles will ensure recreational uses complement ecological health. Coordination with Saratoga Springs will also be necessary, and tourism or vacation-oriented uses should be explored to enhance the area's role as a regional recreation destination. Wildfire risk reduction strategies, including defensible space and fire-resistant land uses, should be emphasized as part of annexation review.

Conclusion

Annexation is not about expanding borders for their own sake, but about making thoughtful, educated decisions that serve the community's future. By following Utah Code requirements while also weighing local priorities, landowner responsibilities, and potential community benefits, Eagle Mountain ensures that annexations are consistent with the City's values, are fiscally responsible, and support the future vision of the community. The annexation areas identified on the 2025 Annexation Policy Map provide a framework for how expansion may occur in ways that protect or enhance natural resources, transportation corridors, and utility rights-of-way; secure recreation and open space; and facilitate economic opportunities. Consideration of the City's adopted master plans and close coordination with neighboring communities such as Saratoga Springs, Cedar Fort, and Fairfield, as well as other regional partners, will be essential to making annexations a positive and sustainable part of Eagle Mountain's long-term vision.

STATEMENT ADDRESSING COMMENTS OF AFFECTED ENTITIES

On November 12, 2025, the Planning Commission held a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide comments on the proposed annexation policy plan in accordance with Utah Code Annotated 10-2-803 (4)(b). Utah Code requires the Planning Commission to accept and consider comments from affected entities for an additional 10 days following the public meeting. Pursuant to Utah Code Annotated 10-2-803 (2)(b), Eagle Mountain City must include a written statement addressing the written comments received from affected entities within the statutory timeframe.

Eagle Mountain City has received three written comments from affected entities asking for modifications to the City's proposed Annexation Policy Plan. The City of Saratoga Springs and the School and Institutional Trust Lands Administration have submitted comments objecting to the inclusion of portions of Area Six in the proposed Annexation Policy Plan. They have asked that Eagle Mountain City remove those portions from the Annexation Policy Plan prior to adoption to facilitate their annexation into the City of Saratoga Springs. Eagle Mountain City also received a written comment from Fairfield Town objecting to any portions of the proposed Annexation Policy Plan that overlap with Fairfield's existing plan. For the reasons outlined in this statement, Eagle Mountain City declines to amend its proposed Annexation Policy Plan in response to these written comments.

The City declines to amend its proposed Annexation Policy Plan in response to the portions of the City's proposed expansion map that SITLA and Saratoga Springs objected to because those areas are not changes to the current plan. SITLA and Saratoga Springs object to portions of Area 6 in the expansion map. Area 6 has been a part of the City's Annexation Policy Plan expansion map since the adoption of the 2009 Annexation Policy Plan. Given this longstanding history as part of the City's expansion area, the City sees no compelling reason to change its expansion map. While those portions of Area 6 remain unincorporated, there appears to be compelling justification for changing the City's map.

In its written comment dated November 20, 2025, Fairfield made five objections to the proposed Annexation Policy Plan to the extent that its map overlaps with Fairfield's existing expansion map in its Annexation Policy Plan. Fairfield's comments can be summarized as follows: 1) Fairfield adopted its Annexation Policy Plan prior to the filing of the ENYO/Quicksilver application with Utah County; 2) the ENYO/Quicksilver project will negatively impact Eagle Mountain roads and traffic; 3) Eagle Mountain's desire to include the ENYO/Quicksilver project in its proposed Annexation Policy Plan demonstrates an improper motive on the part of Eagle Mountain City to seek revenue generation at the expense of the factors outlined in Utah Code Annotated 10-2-806 (the comment refers to the prior numbering of section 806); 4) the ENYO/Quicksilver project has not been sufficiently vetted; and 5) the Fairfield Mayor previously met with Eagle Mountain City officials and provided a copy of Fairfield's adopted Annexation Policy Plan.

Fairfield also asserts in its comment that it is reserving its rights to object to any future annexation petition. Specifically, Fairfield indicates that it is reserving its right to protest a future

annexation petition, close roads, enforce land use laws, seek Boundary Commission review, and seek any other administrative or legal remedies available to it.

Eagle Mountain City finds Fairfield's objections as outlined in its comments to be unpersuasive and declines to amend its proposed Annexation Policy Plan in response. In adopting an Annexation Policy Plan, the Utah Code requires cities to consider the following criteria: 1) attempt to avoid gaps between or overlaps with the expansion areas of other municipalities; 2) consider population growth projections for the municipality and adjoining areas for the next 20 years; 3) consider current and projected costs of infrastructure, urban services, and public facilities necessary to facilitate full development of the area within the municipality and to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area; 4) consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development; and 5) consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality. The Utah Code also requires that cities consider the following criteria in drawing the boundaries for annexation expansion areas in an Annexation Policy Plan: 1) the boundaries should be drawn along the boundaries of existing special districts and special service districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities; 2) they should be drawn to eliminate islands and peninsulas of territory that is not receiving municipal-type services; 3) they should be drawn to facilitate the consolidation of overlapping functions of local government; 4) they should be drawn to promote the efficient delivery of services; and 5) they should be drawn to encourage the equitable distribution of community resources and obligations. In weighing these various policy requirements set out in the Utah Code, Eagle Mountain City finds that they weigh in favor of the current expansion areas in the proposed Annexation Policy Plan.

Fairfield's first objection states that it adopted its plan prior to the approvals granted to ENYO for the Quicksilver project. While this may be true, it is completely irrelevant to Eagle Mountain City's decision on its adoption of its Annexation Policy Plan.

Fairfield's second point that the ENYO/Quicksilver project will negatively impact Eagle Mountain City's roads and traffic is an irrelevant consideration in adopting the proposed Annexation Policy Plan. The Utah Code outlines relevant considerations for adopting annexation policy plans. The fact that an already approved project might negatively impact existing infrastructure and traffic is not a consideration under the statute. As such, this point is irrelevant.

Fairfield's third point accuses Eagle Mountain City of seeking to include the ENYO/Quicksilver project in its annexation expansion area for improper purposes. Specifically, Fairfield accuses Eagle Mountain City of including the ENYO/Quicksilver project solely for revenue generation merely on the basis of its inclusion in the annexation expansion area. While it is true that the ENYO/Quicksilver project is in the expansion area, so is a lot of other land that is not part of that project and nevertheless overlaps Fairfield's annexation expansion area. Eagle Mountain City's stated goals are to provide transportation services, increase connectivity, maintain recreational opportunities, provide for environmental and wildlife stewardship, and

provide utilities and transportation infrastructure to support current and future energy projects. The land included in Areas 1 and 2 all align with these goals.

Fairfield's fourth objection is based on a claim that the ENYO/Quicksilver project has not been appropriately vetted and further analysis is necessary prior to annexation. To the extent that the point has any merit on an already approved project, it is irrelevant to the adoption of the proposed Annexation Policy Plan. The adoption of an Annexation Policy Plan and associated annexation expansion area map does not guarantee that an annexation petition will be approved. Rather, it simply allows a potential annexation to occur. While the claim that there are multiple corporate entities involved in the ENYO/Quicksilver project is completely unremarkable, consideration of its effect on an annexation petition is premature.

Fairfield's fifth objection in its comment that Eagle Mountain City had received a copy of Fairfield's Annexation Policy Plan prior to initiating consideration of the proposed Annexation Policy Plan is ultimately outweighed by other factors. There is strong evidence to suggest that Fairfield adopted its Annexation Policy Plan for improper purposes and with full knowledge that it overlapped with Eagle Mountain City's annexation expansion area. When Fairfield adopted its Annexation Policy Plan it explicitly states that Fairfield knew it overlapped with portions of Eagle Mountain City's existing Annexation Policy Plan and that its intended purpose was to prevent that expansion. Section 9.1 of the Annexation Policy Plan indicates that this is intended to be a natural expansion area; however, the shape of the area, as well as statements in the document itself, belies this claim. It completely wraps around Eagle Mountain City's existing southern border and heads up north along the City's eastern border. It also wraps around Fairfield on the west and heads up north along Eagle Mountain City's western border. One of Fairfield's Annexation Policy Plan's stated goals in Section 9.1 is to prevent Eagle Mountain City from surrounding Fairfield's southern border as was outlined in Eagle Mountain City's then existing annexation expansion area. Ironically, Fairfield's annexation expansion area does exactly what it accuses Eagle Mountain City of doing. It surrounds Eagle Mountain City completely on its southern border and wraps around on the east and the west. It also acknowledges on the face of the document that Fairfield knows it is overlapping Eagle Mountain City's already established annexation expansion area while doing so. Thus, Fairfield's implied assertion that Eagle Mountain City's possession of Fairfield's plan prohibits it from containing overlapping areas lacks merit and is hypocritical. Also, Fairfield's stated purpose of seeking to prevent Eagle Mountain City's expansion southward is not aligned with the Utah Code's annexation statutes and is improper.

Contrasting with Fairfield's stated goal of seeking to prevent Eagle Mountain City from annexing any more land along its southern border, Eagle Mountain's stated goals all align with the required considerations outlined in the Utah Code and outweigh any considerations that the expansion area overlaps with Fairfield's. The stated goals for Area 1 in the proposed Annexation Policy Plan are to provide transportation services, increase connectivity, maintain recreational opportunities, and provide for environmental and wildlife stewardship. The stated goals of Area 2 are to provide utilities and transportation infrastructure and connectivity to support current and future energy projects. It also seeks to preserve transportation corridors for future transportation needs. All of these goals align with the items that a city must consider in drafting annexation policy plans. Given that Fairfield established its annexation expansion area at least in part for

improper purposes and Eagle Mountain City's annexation expansion area is being included on the basis of reasons that are consistent with the Utah Code, the consideration that the annexation expansion areas overlap is ultimately outweighed by other factors.

The overall tenor and message of Fairfield's written comment is mostly focused on its objections to the ENYO/Quicksilver project rather than a principled objection to the inclusion of any overlapping areas. It includes many points that are completely irrelevant to the determination of whether to include particular expansion areas in the proposed Annexation Policy Plan, such as the traffic impacts of the ENYO/Quicksilver project construction. Most troubling, the Fairfield comment includes statements that it reserves its rights to close roads and exercise its land use authority. Fairfield does not have authority to close roads or exercise land use authority in Eagle Mountain City. Nor are such powers relevant to the adoption of the proposed Annexation Policy Plan. Rather, they appear to be threats directed at ENYO that it will use its governmental authority to obstruct the Quicksilver project. In addition to being extremely troubling that a municipality in Utah would levy such threats against a business, it demonstrates a desire on Fairfield's part to not provide services within at least a part of the annexation expansion area of the proposed Annexation Policy Plan.

Of the three written comments received from affected entities, none require adjustments to the proposed Annexation Policy Plan. The comments received from the City of Saratoga Springs and SITLA refer to areas that has been within the City's Annexation Policy Plan in excess of 15 years and provide no compelling reason why they should be removed. Likewise, Fairfield's comment is not well taken and no adjustments are being made based on the objections provided in the comment because the factors supporting including the area outweigh any factors counseling against including it.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Approving a [second] Triumph Master Development Agreement and Plan Amendment.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Scot Hazard

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
NR-1 & Business Park/Light Industry/ Foothill Residential	161.99

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

That the Planning Commission advance a positive recommendation regarding the application to the City Council...

BACKGROUND:

Triumph Subdivision, a single-family detached development, was entitled in July 2022. A Master Development Plan portrayed its overall form and a Master Development Agreement memorialized its approval and enacted development conditions. An amendment (the First Amendment) was approved in 2024 to extend the build-out benchmarks associated with the project. This Second Amendment to the original Agreement [now] seeks modification of the plat's design to incorporate up to four (4) affordable housing "pods". The DRC Committee has reviewed the application.

ITEMS FOR CONSIDERATION:

"In a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing the required public investments and benefits for the development and community." (EMMC 16.10.010) Amendments thereto require public hearing vetting. The City Council decides whether to approve Master Development Plan/Agreement requests.

- The residential "pods" are intended to have building lots sized approximately 3–4,000 sq. ft. in area, give or take with custom setbacks.
- Internal pod streets are intended to be private non-gated roads built, cross-sectionally, to City standards (including full paving width comparable to a city local road) but be narrower (28' + 5' sidewalk) in their overall right-of-way width (59') — see EMMC §§ 16.35.130 Tables & 16.35.140 Rights-of-way profile illustrations.
- Also, the building lots will be smaller than allowed by code (see EMMC § 17.60.150 Lot Size Transitioning - small lot to 1/4 acre lot), given the size of adjacent approved building lots around the exterior perimeter of the affordable housing enclaves [pods].

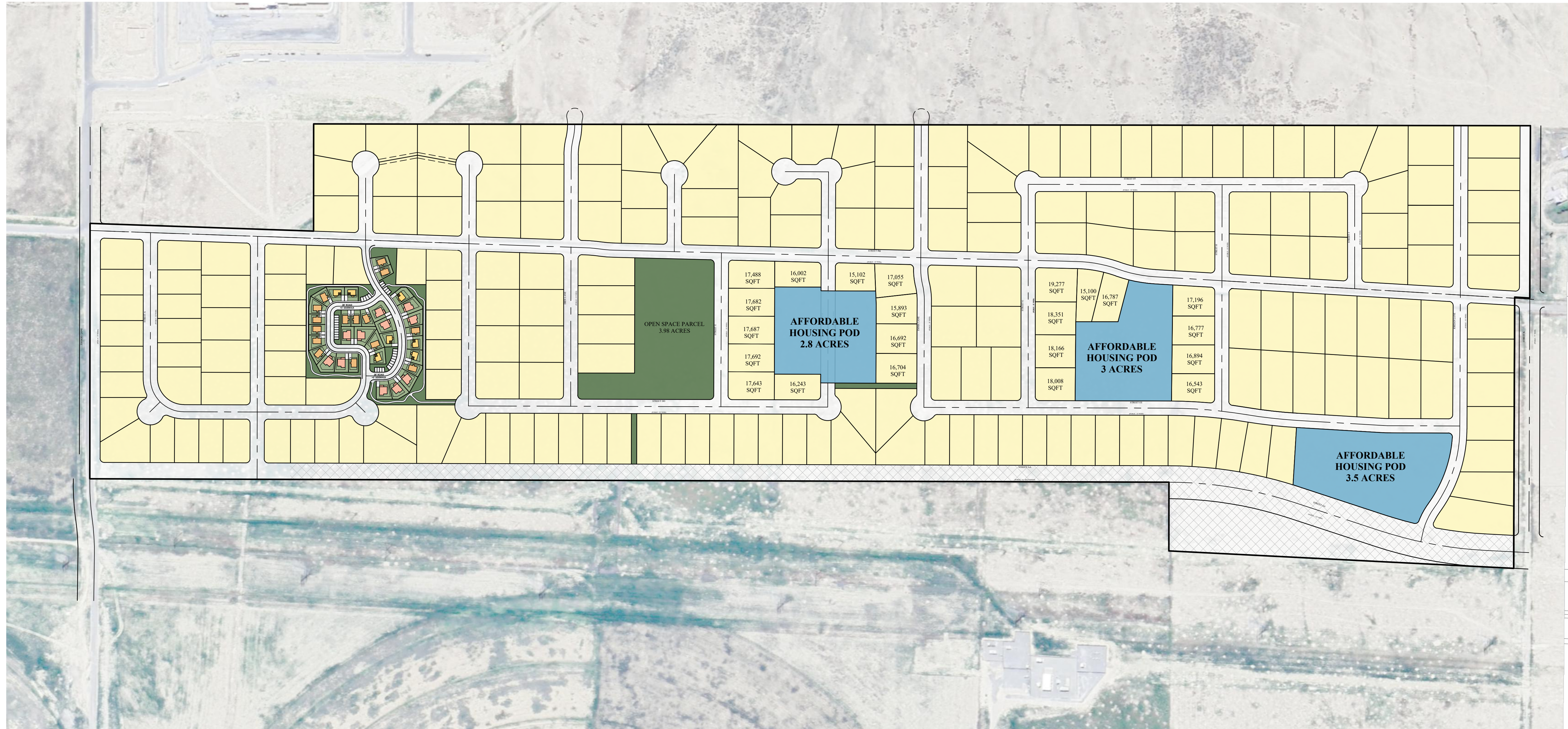
- Special approval will be required to sanction the above-stated requested exception requests related to the City's adopted right-of-way width and lot size buffering regulations. May be accomplished *vis-à-vis* the proposed Master Development Agreement Amendment.
- The application also seeks waiver of any normally assigned park/open space requirements.
- The pod concept for affordable housing has previously been shared with City decision makers and comes forward now for formal, favorable action.
- A city representative, speaking about park maintenance and roads in the project, noted that they had spoken with the developer indicating that the city would need to maintain the landscaping to keep it affordable and that, "road widths and cross-sections of roads create narrow drives without much room for passing traffic, emergency response vehicles and snow removal. Also, the city would be responsible for all these roadways, utilities, etc. in the affordable areas."
- A city representative has provided a supportive email respecting the affordable housing nature of the proposed Amendment and plan(s).

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Master Plan
2. Affordable Pod Sample - Concept Plan
3. Affordable Housing Coordinator email
4. Triumph Master Development Agreement
5. Triumph MDA Second Amendment
6. Triumph CCRs & Bylaws
7. Triumph Articles of Incorporation
8. Updated Deed Restriction
9. Powerpoint Slides



GRAPHIC SCALE



(IN FEET)
1 inch = 200ft.

CONCEPT TABULATIONS

TOTAL ACREAGE:	±162.00 ACRES
1/3-1/2 ACRE SINGLE FAMILY LOTS:	235 LOTS
AFFORDABLE HOUSING LOTS:	33 LOTS
TOTAL LOTS:	268 LOTS
TOTAL DENSITY:	1.65 UNITS/ACRE

TRIUMPH - FUTURE AFFORDABLE HOUSING PODS EXHIBIT

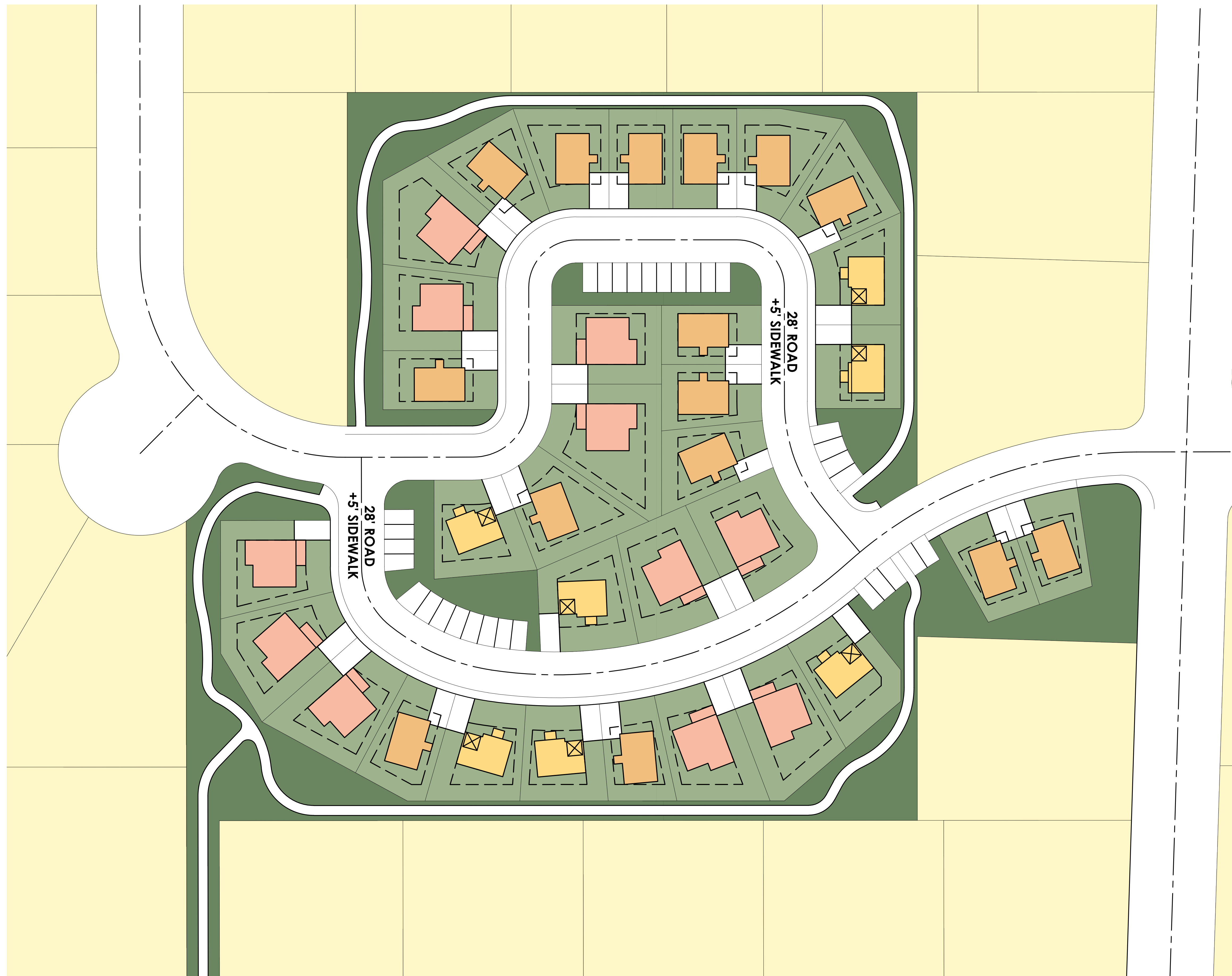
EAGLE MOUNTAIN, UTAH COUNTY

3/4/2026

20-0055

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.










CONCEPT TABULATIONS

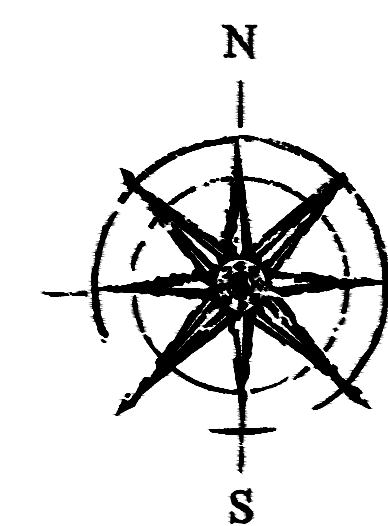
TOTAL ACREAGE: ±4.5 ACRES
 TOTAL POD 1 LOTS: 33 LOTS
 TOTAL GUEST PARKING: 31 STALLS

LEGEND

-  BERD BARN - 1 BED X 1.5 BATH, 981 SQFT (15)
-  ADELLE - 2 BED X 2 BATH, 854 SQFT (11)
-  BLUE BIRD - 2 BED X 2 BATH, 999 SQFT (7)
-  PRIVATE OPEN SPACE
-  PUBLIC OPEN SPACE

SETBACKS

- FRONT: 15'
- REAR: 10'
- CORNER SIDE: 15'
- INTERIOR SIDE (BERD BARN): 5' ON BOTH SIDES
- INTERIOR SIDE (ADELLE): 5' & 12' ON DRIVEWAY SIDE
- INTERIOR SIDE (BLUE BIRD FRONT-LOAD): 5' ON BOTH SIDES
- INTERIOR SIDE (BLUE BIRD SIDE-LOAD): 5' & 12' ON DRIVEWAY SIDE



GRAPHIC SCALE



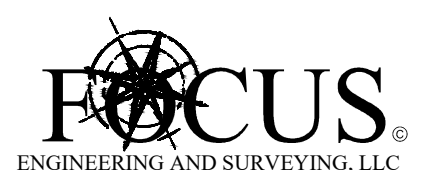
(IN FEET)
 1 inch = 30 ft.

TRIUMPH HOUSING POD concept F

EAGLE MOUNTAIN, UTAH COUNTY

3/21/2025

20-0055



Robert Hobbs

From: Kiara Polee
Sent: Tuesday, June 16, 2026 8:08 AM
To: Robert Hobbs
Subject: Triumph Language

The proposed affordable housing pod concept expands attainable homeownership opportunities within Eagle Mountain by introducing smaller lot residential products within an approved development. This approach creates additional ownership opportunities that may be more attainable for first-time homebuyers, workforce households, and residents seeking entry into the housing market.

The proposal contributes to a more diverse housing inventory and aligns with several housing objectives pursued at both the local and state level, including increasing housing supply, expanding housing choice, promoting attainable homeownership, and supporting housing opportunities for moderate-income households. By incorporating a broader range of ownership products within an existing master-planned community, the project represents a market-driven approach to addressing housing needs while maintaining compatibility with surrounding residential development.

Additionally, projects that increase housing attainability and support housing production may strengthen Eagle Mountain City's competitiveness for future housing and infrastructure funding opportunities. State housing initiatives increasingly prioritize communities that demonstrate a commitment to expanding housing opportunities, supporting homeownership, and facilitating housing development. As such, projects of this nature may provide long-term strategic value beyond the housing units delivered through the development itself.

 [Book time to meet with me](#)



Kiara Polee

AFFORDABLE HOUSING COORDINATOR

801-789-6700

EAGLEMOUNTAIN.GOV



This e-mail may contain information that is confidential, proprietary, or "non-public personal information". The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information.



WHEN RECORDED, RETURN TO:
City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

ENT 102350:2022 PG 1 of 29
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Sep 21 12:03 pm FEE 0.00 BY CH
RECORDED FOR EAGLE MOUNTAIN CITY

**MASTER DEVELOPMENT AGREEMENT
FOR
TRIUMPH SUBDIVISION**

THIS MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and **Belle Street Investments, LLC**, a Utah limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of approximately 161.99 acres of real property as described in Exhibit A (hereinafter the “**Property**”).

B. On January 18, 2022, the Eagle Mountain City Council approved a requested Rezone of the Property and a Master Plan / Preliminary Plat for development attached as Exhibit C (the “**Master Plan**”).

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2022) *et seq.*

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, Eagle Mountain and Developer hereby agree to the following:

I. DEFINITIONS

As used in this MDA, the words and phrases specified hereafter shall have the following meanings:

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Act means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2022), *et seq.*

Buildout means the completion of all of the development on the entire Project in accordance with the Site Plan.

City means Eagle Mountain City, a political subdivision of the State of Utah.

City's Future Laws means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

City's Vested Laws means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA

Conditions of Approval means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and General Plan Amendment, as specifically set forth in the Notice of Decision (defined below).

Council means the elected City Council of Eagle Mountain.

Default means a breach of this MDA as specified herein.

Developer means Belle Street Investments, and any of its later successors in interest or assignees as permitted by this MDA.

Development means the development of a portion of the Property pursuant to an approved Development Application.

Development Application means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from the Eagle Mountain required for development of the Project.

Eagle Mountain means Eagle Mountain City, a political subdivision of the State of Utah.

Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

Master Plan means the Master Plan / Preliminary Plat approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit C.

MDA means this Master Development Agreement including all of its Exhibits.

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Notice means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

Notice of Decision means the City's certification by letter that the Rezone and Preliminary Plat, which include certain terms and conditions for development of the Project, have been approved and also sets forth the date of decision(s). A copy of the Notice of Decision is attached hereto as Exhibit D.

Parcel means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi)(2021).

Party/Parties means, in the singular, Developer or the Eagle Mountain; in the plural Developer and Eagle Mountain.

Project means the Triumph Subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

Property means the approximately 161.99 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the Eagle Mountain or other public entities as a condition of the approval of a Development Application.

Residential Dwelling Unit means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

Rezone Exhibit means the rezone exhibit approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit B.

II. GENERAL DEVELOPMENT OF THE PROJECT

a. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent they are applicable as specified in this MDA), the Master Plan, the Notice of Decision, and this MDA.

b. **Development Requirements.** Eagle Mountain has approved the Master Plan for the Project which shall serve as the Master Development Plan map and preliminary plat. Developer shall construct the Project in accordance with the Master Plan and the Conditions of Approval as set out in the Notice of Decision.

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III. PROPERTY ZONING AND DEVELOPMENT

The Property is zoned Foothills Residential (FR). The Residential Parcel shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. The lot configuration and road location within the FR zoned areas shall be consistent with the configuration on the Master Plan.

IV. ROADS AND TRAFFIC

a. **Internal Roadways.** The Preliminary Plat/Plan depicts the proposed rights-of-way and access points within and for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

b. **Dedication of Land for Future Rights-of-Way Build-Out.** Developer shall dedicate to the City lands as depicted on the Master Plan in conjunction with the recording of each phase of the Project wherein lies a portion of the land represented as a future roadway(s). Developer shall construct improvements to complete, per City standards: 1) the half-width build-out plus four-feet (4') of asphalt of Aviator Avenue (as an "arterial" right-of-way) along the full length of its abutment to, and along the western side of, the Project; and, 2) the half-width plus additional width to provide a minimum of twenty-four feet (24') of hard surface(d) access along/for full length of the two (2) rights-of-way (as a "collector" right-of-way) that are depicted on the plat as abutting the Project on its northern and southern ends, each such collector road running east/west. A map depicting the areas where Developer will improve the roads is attached hereto as Exhibit F.

V. PARKS AND OPEN SPACE

a. **Park Plan.** The Master Plan shows the location of an approximately 3.98 acre park within Parcel B ("City Park"). A concept plan for the City Park is included in the Utility Plan set attached hereto as Exhibit E. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. Prior to recording the first final plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director.

b. **Dedication of Park Improvements.** The City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the recording of a final subdivision plat. The parties anticipate that Parcels A, C and D will be dedicated to and maintained by the HOA for the Project, and that Parcels B and E will be dedicated to and maintained by the City.

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VI. VESTED RIGHTS

a. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, Eagle Mountain's Vested Laws, and the Preliminary Plat/Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

b. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain's Future Laws to the Project as specified in subsection (a) above are subject to the following exceptions:

1. **Master Developer Agreement.** Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;
2. **State and Federal Compliance.** Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;
3. **Codes.** Any Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;
5. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; or
7. **Compelling, Countervailing Interest.** Laws, rules or regulations that Eagle Mountain's land use authority finds and determines, on the record, are necessary to avoid

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jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

VII. TERM OF AGREEMENT

In accordance with Section 16.10.080 of the Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

VIII. BENCHMARKS

As required by Section 16.10.080(B) of the Vested Law, the following development benchmarks shall occur. The parties acknowledge that Developer may plat and/or develop the project in multiple separate phases.

a. **First Final Plat:** The first final plat for the Project shall be submitted for approval within two (2) years from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

b. **City Park:** In accordance with 16.35.105(A)(10) of the Vested Law, the approximately 3.98-acre park shall be fully completed prior to recording of the first final plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In the case of inclement weather, the Developer may request an extension to this timeline, to be considered at the discretion of the City.

IX. PROCESSING OF DEVELOPMENT APPLICATIONS

The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or City's Vested Laws (or, if applicable, City's Future Laws).

IX. PUBLIC INFRASTRUCTURE

a. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public

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Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

b. **Utility Plan.** Attached hereto as Exhibit E is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan.

c. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by City's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on City's Vested Laws.

XI. UP-SIZING/REIMBURSEMENTS TO DEVELOPER

Eagle Mountain may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth around the Project. If City requires upsizing, City and Developer shall first enter into an Impact Fee Reimbursement Agreement or similar payment reimbursement agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. Notwithstanding the foregoing or anything else to the contrary contained herein, in no event shall Developer be required to upsize any improvements (or incur any costs for upsizing any improvements) if the Impact Fee Reimbursements available to Developer are not sufficient to cover the increased costs of such upsizing.

XII. DEFAULT

a. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

b. **Contents of the Notice of Default.** The Notice of Default shall:

1. **Specific Claim.** Specify the claimed event of Default;
2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

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3. **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time within 90 days for curing a/the Default(s) which shall be of no less than thirty (30) days duration.

c. **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

d. **Public Meeting.** Before any remedy in Section XIV may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

e. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

XIII. DEVELOPER’S EXCLUSIVE REMEDY

Developer’s sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain’s obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

XIV. EAGLE MOUNTAIN’S REMEDIES UPON DEFAULT.

Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

XV. NOTICES.

All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Belle Street Investments, LLC
3688 E Campus Drive, Suite 100
Eagle Mountain, UT 84005

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To Eagle Mountain:

City Recorder
 Eagle Mountain City
 1650 E. Stagecoach Run
 Eagle Mountain, UT 84005

XVI. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE.

This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

XVII. ASSIGNABILITY.

The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed. A denial of consent shall only be allowed if the proposed assignee does not have the financial capability of fulfilling the assigned rights and responsibilities.

1. **Sale of Lots.** Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

2. **Notice.** Developer shall give Notice to the Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that the Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Eagle Mountain with all necessary contact information for the proposed assignee.

3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

4. **Sale of a Parcel.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public

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Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a sub-developer upon a subsequent subdivision of the Parcel that creates individually developable lots.

5. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

XVIII. NO WAIVER.

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

XIX. SEVERABILITY.

If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

XX. FORCE MAJEURE.

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

XXI. TIME IS OF THE ESSENCE.

Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

XXII. HEADINGS.

The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

XXIII. APPLICABLE LAW.

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This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

XXIV. VENUE.

Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

XXV. ENTIRE AGREEMENT.

This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

XXVI. MUTUAL DRAFTING.

Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

XXVII. RECORDATION AND RUNNING WITH THE LAND.

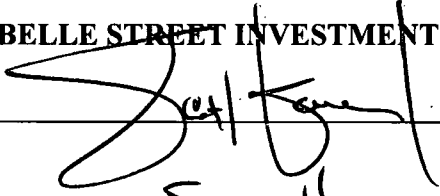
This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of Eagle Mountain's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

XXVIII. AUTHORITY.

The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

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

DATED this 6th day of July, 2022.

BELLE STREET INVESTMENTS, LLC

Print Name: SCOT HAZARD
Title: MANAGER

DEVELOPER ACKNOWLEDGMENT

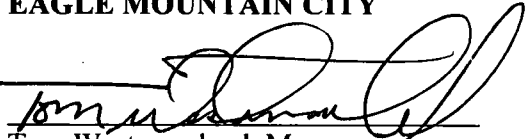
STATE OF UTAH)
COUNTY OF Utah) :ss.

On the 6 day of July, 2022, personally appeared before me Scot Hazard, who being by me duly sworn, did say that (s)he is the Manager of **Belle Street Investments, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.


NOTARY PUBLIC



DATED this 5 day of July, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

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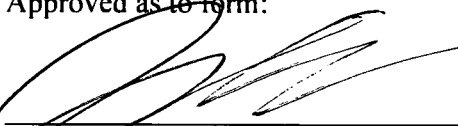
ATTEST:



Lianne Pengra, CMC
Chief Deputy Recorder



Approved as to form:



City Attorney

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Rezone Exhibit
Exhibit "C"	Master Plan
Exhibit "D"	Utility Plan (including landscape drawings)
Exhibit "E"	Road Improvement Diagram

LEGAL DESCRIPTION
PREPARED FOR
TRIUMPH SUBDIVISION
EAGLE MOUNTAIN CITY, UTAH
 (February 9, 2022)
 20-0055

BOUNDARY DESCRIPTION

A tract of land located in the E1/2 and SW1/4 of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 19; thence S89°55'59"E along the Section line 946.76 feet to the East line of Lake Mountain Road as described in Deed Entry No. 148895:2007 in the Office of the Utah County Recorder; thence S01°59'21"W along said East line of Lake Mountain Road 828.69 feet; thence S89°55'59"E 397.25 feet to the 1/16th (40 acre) Section line; thence S00°05'03"W along said 1/16th Section line 4,509.43 feet to the South line of said Section 19; thence N89°47'14"W along said South line of Section 638.50 feet to the East line of said Lake Mountain Road; thence N03°26'46"E along said East line of Lake Mountain Road 56.09 feet; thence N89°47'09"W 690.14 feet to the 1/4 Section line of said Section 19; thence N89°48'33"W 315.18 feet; thence N02°54'04"E 1,279.81 feet to the 1/4 Section line of said Section 19; thence S89°51'23"E along said 1/4 Section line 254.43 feet to the 1/4 Section Line; thence N00°10'50"E along the 1/4 Section line 3,999.68 feet to the point of beginning.

Contains: 161.99 acres+/-

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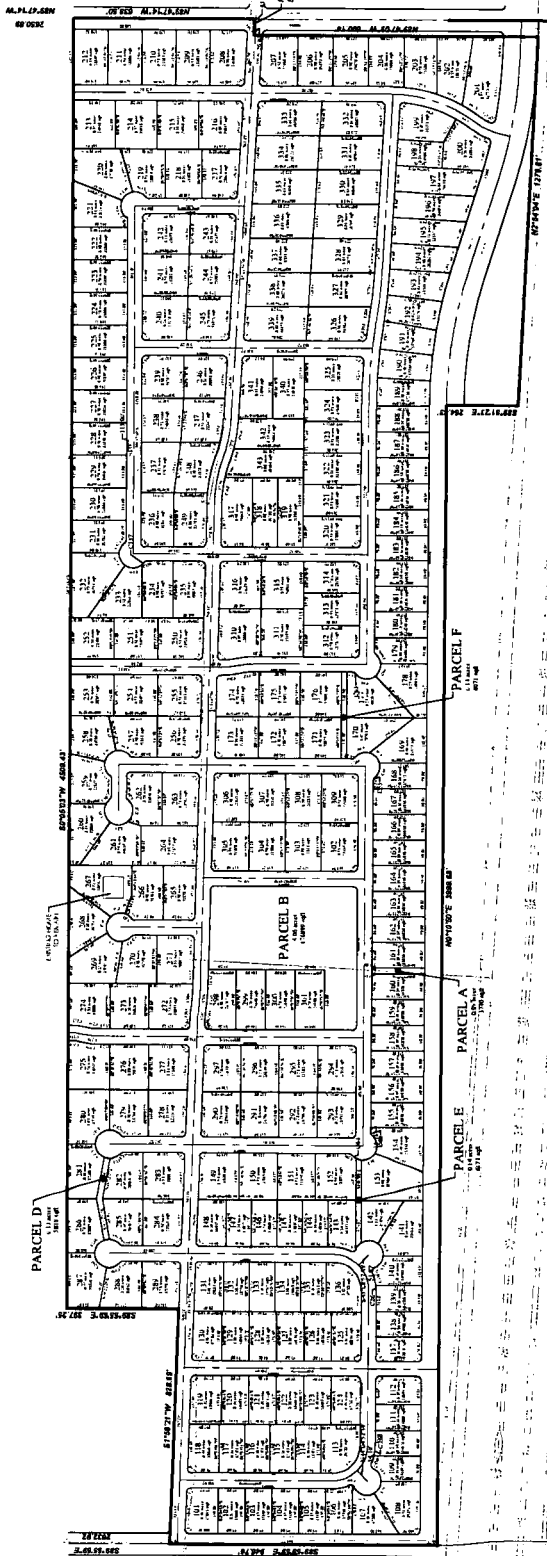
EXHIBIT "B"
REZONE EXHIBIT

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Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

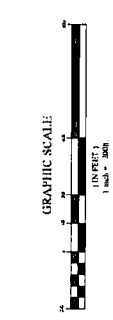
Future Land Use Designation: Foothill Residential
Zone: Foothill Residential (FR)



CONCEPT TABULATIONS
 TOTAL ACREAGE: 4162.00 ACRES
 SINGLE FAMILY LOTS: 243 (9 NEW)
 1/2-ACRE LOTS: 162
 1/3-ACRE LOTS: 81
 TOTAL DENSITY: 1.5 UNITS/ACRE
 OPEN SPACE: 85 ACRES (4.03 AC/D)
 AVERAGE LOT SIZE: 21,115 SQFT

ZONE REQUIREMENTS
 ZONE: FOOHILL RESIDENTIAL (FR)
 MINIMUM LOT SIZE: 10,890 SQFT
 AVERAGE LOT SIZE: 21,780 SQFT
 OPEN SPACE: 750 SQFT PER LOT
 LOT FRONTAGE: 90'
 ON CUL-DE-SAC: 50'

ZONE REQUIREMENTS (CONT.)
 LOCAL ROW WIDTH: 53'
 MINOR COLLECTOR WIDTH: 77'
 MINOR ARTERIAL WIDTH: 122'
 CUL-DE-SAC RADIUS: 50'
 CUL-DE-SAC LENGTH: 400' MAXIMUM
 BLOCK LENGTH: 1,000'
 1,200' WITH WALKWAY
 CONNECTIVITY INDEX SCORE: 1.5 MINIMUM



TRIUMPH master plan

EAGLE MOUNTAIN, UTAH COUNTY

1/6/2022

29-0055

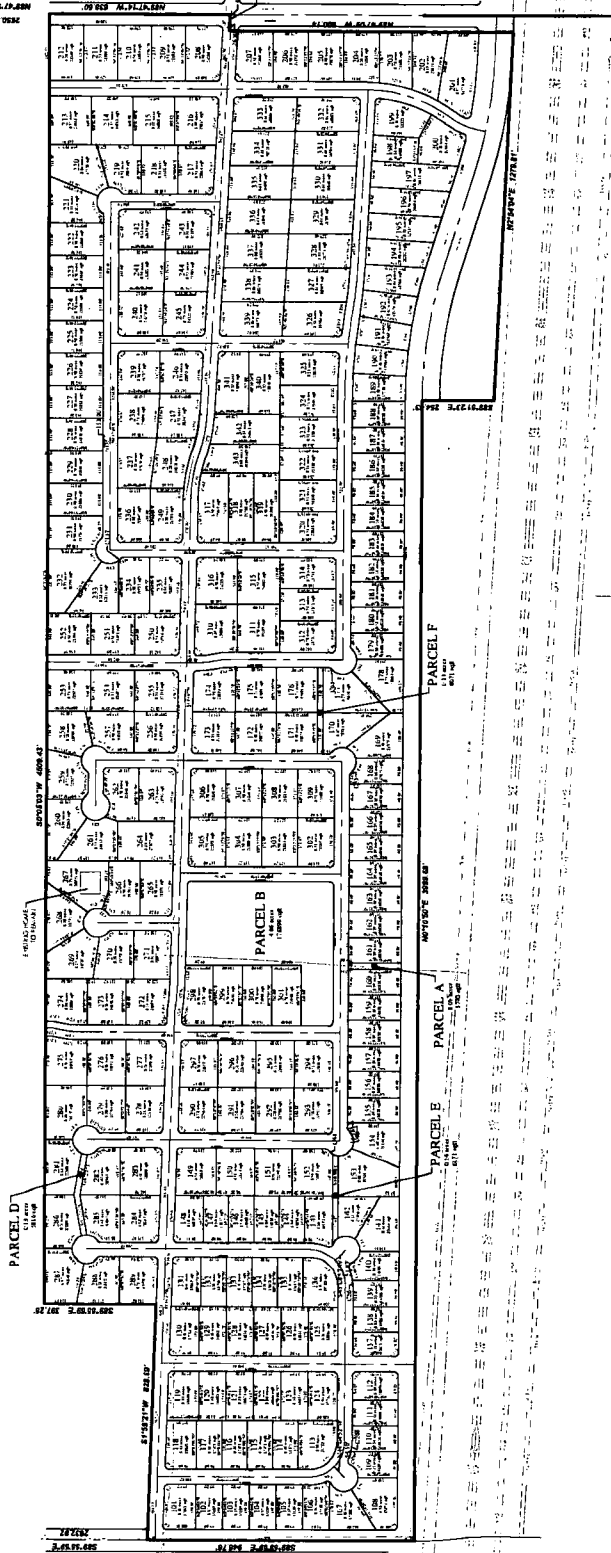
EXHIBIT "C"
MASTER PLAN

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Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimension as well as other potential boundary conflicts.

AL PL 17-089
03 DEC



ZONE REQUIREMENTS (CONT.)

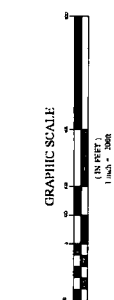
- LOCAL ROW WIDTH: 53'
- MINOR COLLECTOR WIDTH: 77'
- MINOR ARTERIAL WIDTH: 122'
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- CUL-DE-SAC LENGTH: 400' MAXIMUM
- BLOCK LENGTH: 1,000'
- CONNECTIVITY INDEX SCORE: 1.5 MINIMUM

ZONE REQUIREMENTS

- ZONE: FOOTHILL RESIDENTIAL (FR)
- MINIMUM LOT SIZE: 10,890 SQFT
- AVERAGE LOT SIZE: 21,780 SQFT
- OPEN SPACE: 750 SQFT PER LOT
- LOT FRONTAGE: 90'
- ON CUL-DE-SAC: 50'

CONCEPT TABULATIONS

- TOTAL ACREAGE: ± 162.00 ACRES
- SINGLE FAMILY LOTS: 242 (9 NEW)
- 1/2-ACRE LOTS: 162
- 1-ACRE LOTS: 81
- OPEN SPACE: 12 UNITS/ACRE
- OPEN SPACE: 8.5 ACRES (10.03 REQ'D)
- AVERAGE LOT SIZE: 2,113 SQFT



TRIUMPH master plan

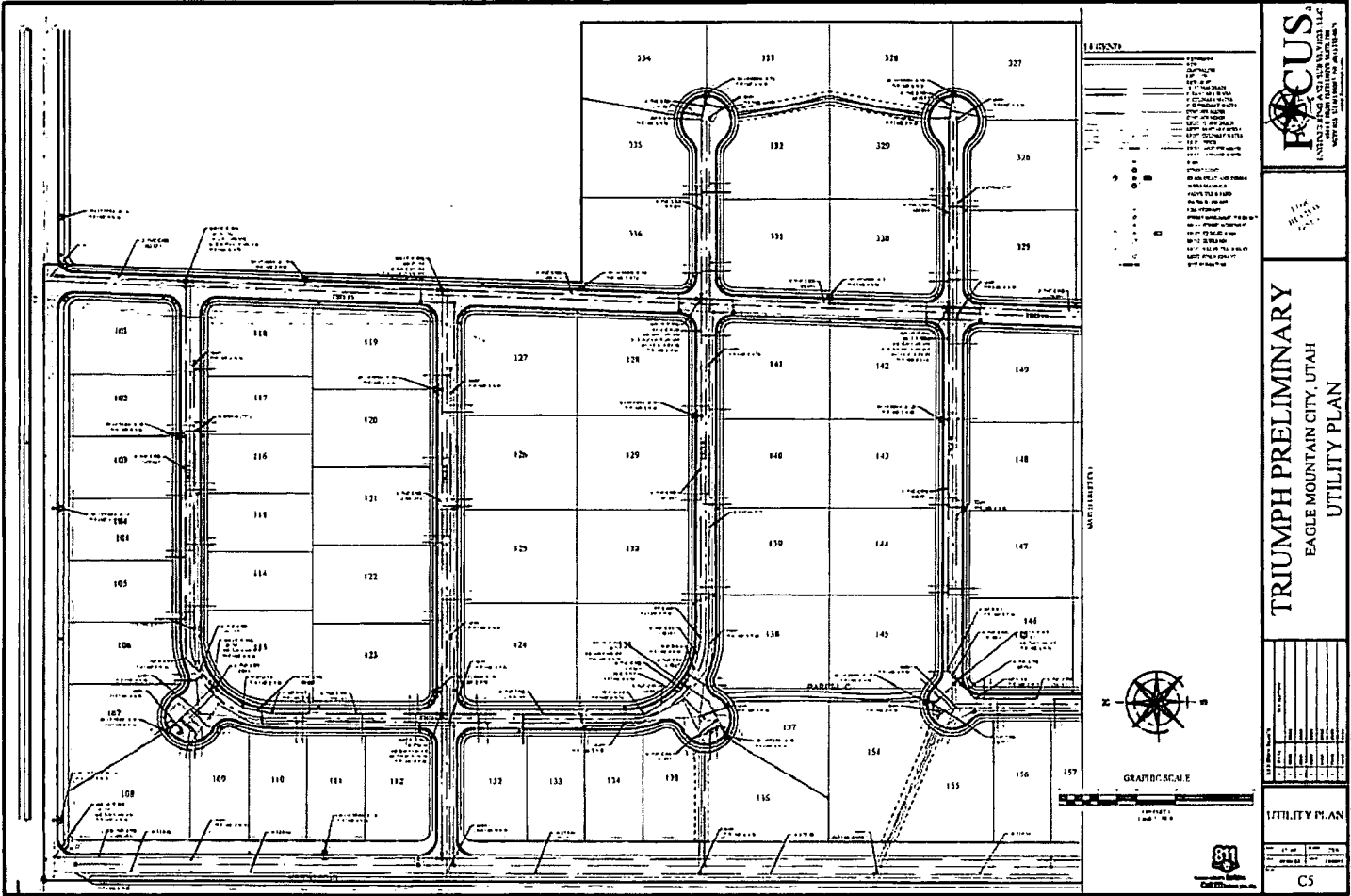
EAGLE MOUNTAIN, UTAH COUNTY

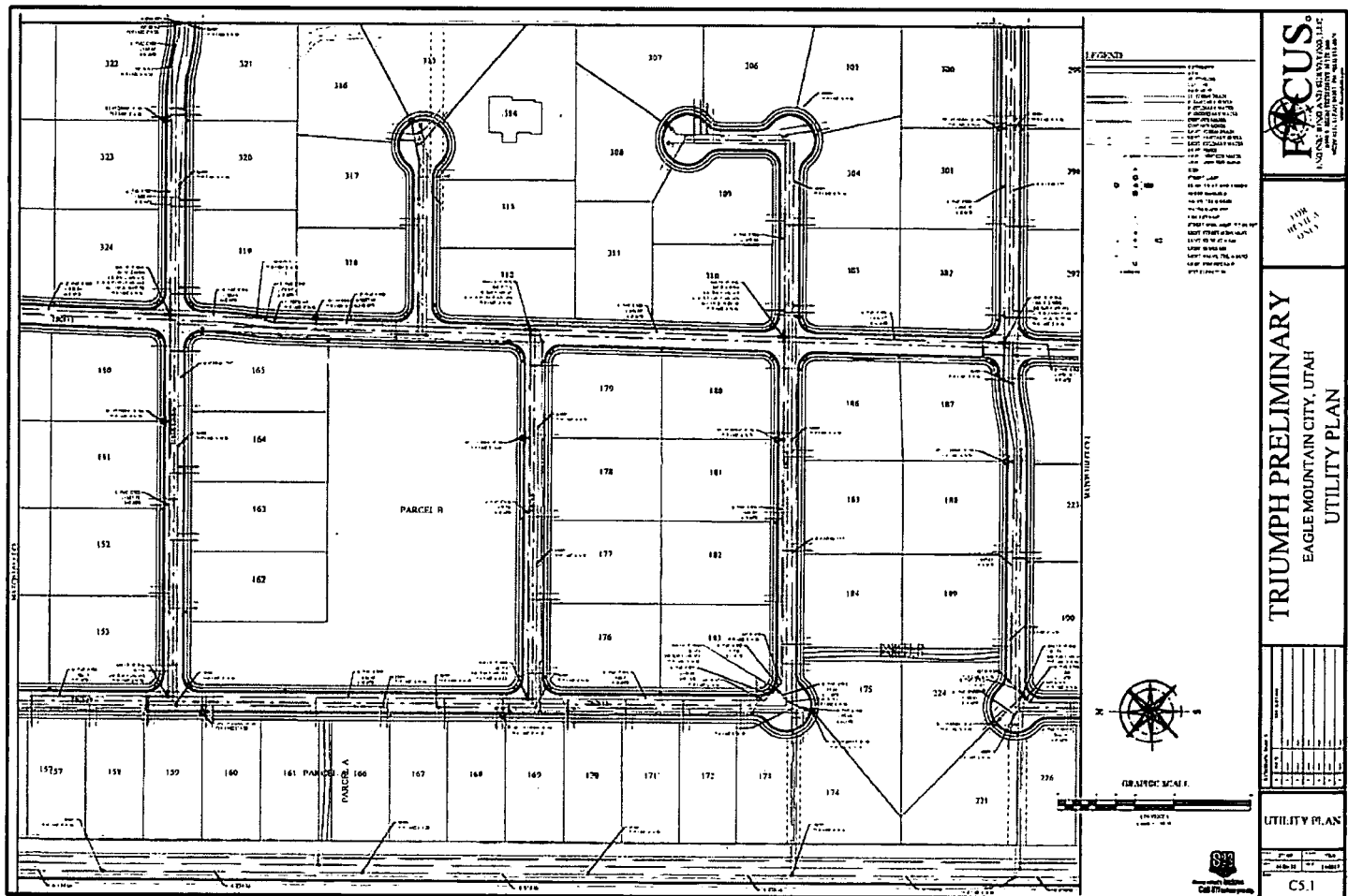
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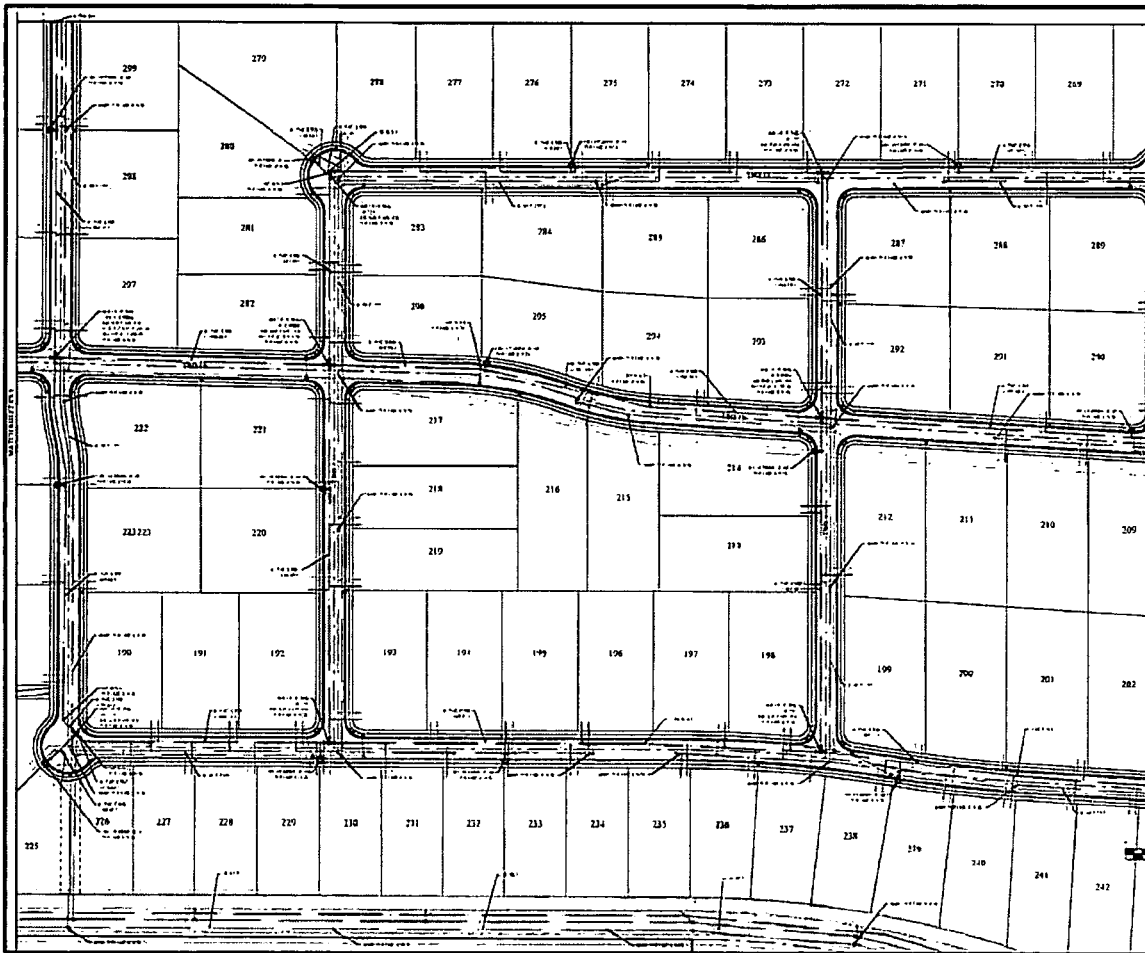
20-6055

EXHIBIT "D"
UTILITY PLAN (INCLUDING LANDSCAPE PLANS)

{00621968.DOCX /}







LEGEND

Symbol	Description
(Symbol)	Water Main
(Symbol)	Sewer Main
(Symbol)	Gas Main
(Symbol)	Water Service
(Symbol)	Sewer Service
(Symbol)	Gas Service
(Symbol)	Water Valve
(Symbol)	Sewer Valve
(Symbol)	Gas Valve
(Symbol)	Water Meter
(Symbol)	Sewer Meter
(Symbol)	Gas Meter
(Symbol)	Water Hydrant
(Symbol)	Sewer Hydrant
(Symbol)	Gas Hydrant
(Symbol)	Water Main Break
(Symbol)	Sewer Main Break
(Symbol)	Gas Main Break
(Symbol)	Water Main Repair
(Symbol)	Sewer Main Repair
(Symbol)	Gas Main Repair

WATER UTILITY
SEWER UTILITY
GAS UTILITY



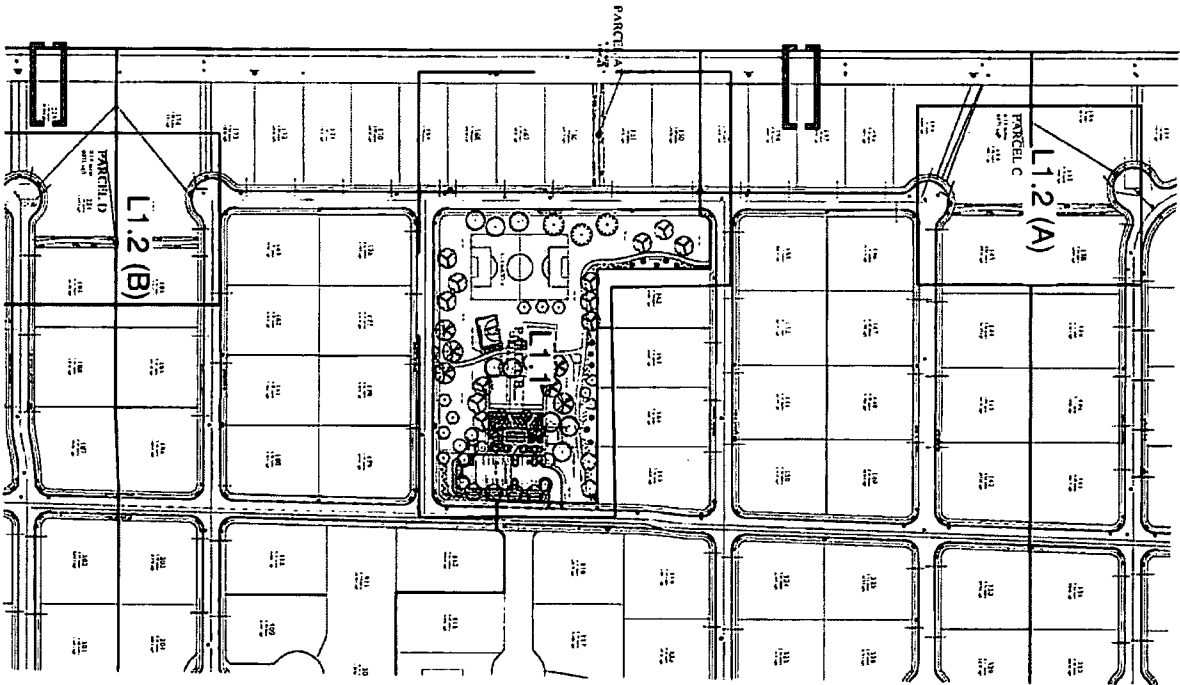
2022

TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN

NO.	DATE	DESCRIPTION

UTILITY PLAN
CS 2





PLANT SCHEDULE

PLANT	SYMBOL	COMMON NAME	SCALES	QTY
1	(Symbol)	1/2" = 1'	1
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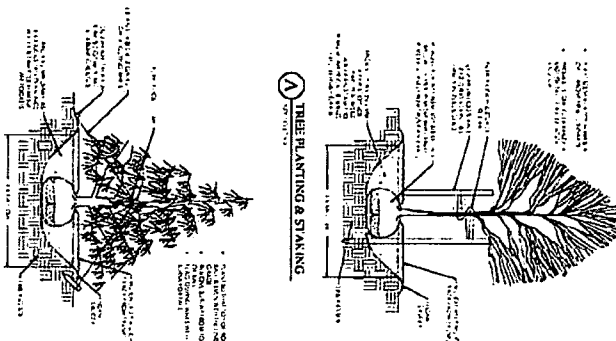
LANDSCAPE NOTES

1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) STANDARD SPECIFICATIONS FOR PLANTING.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) STANDARD SPECIFICATIONS FOR PLANTING.
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10. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) STANDARD SPECIFICATIONS FOR PLANTING.

AMENITIES

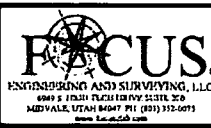
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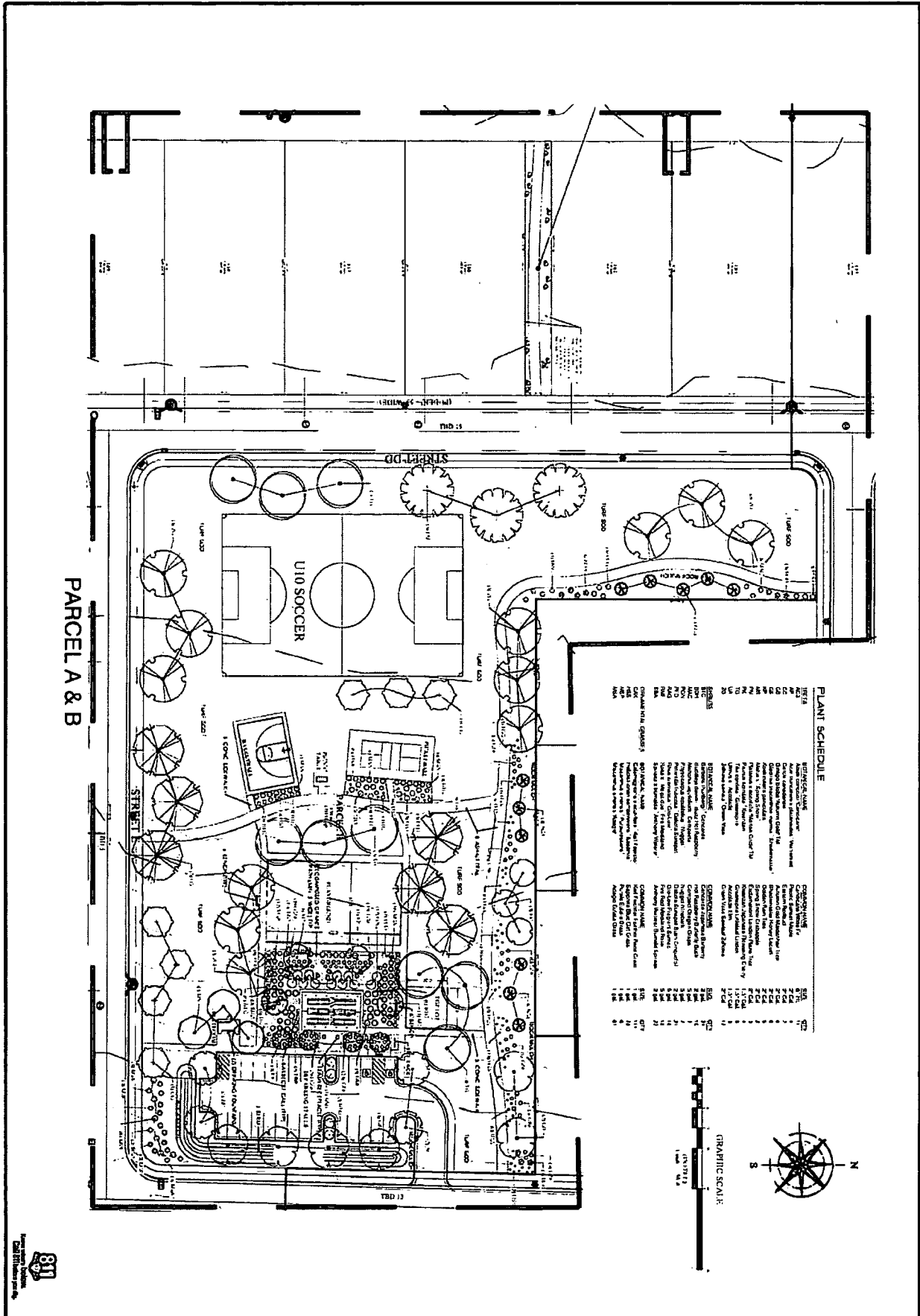
LANDSCAPE LEGEND



NO.	DESCRIPTION	QTY	UNIT
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TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
LANDSCAPE PLAN





PARCEL A & B

PLANT SCHEDULE

NO.	PLANT NAME	QUANTITY	NOTES
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LANDSCAPE PLAN

L1.1

REVISION BLOCK

NO.	DATE	DESCRIPTION
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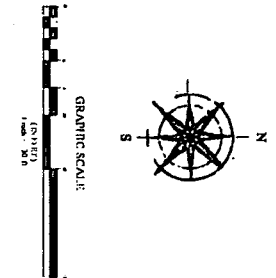
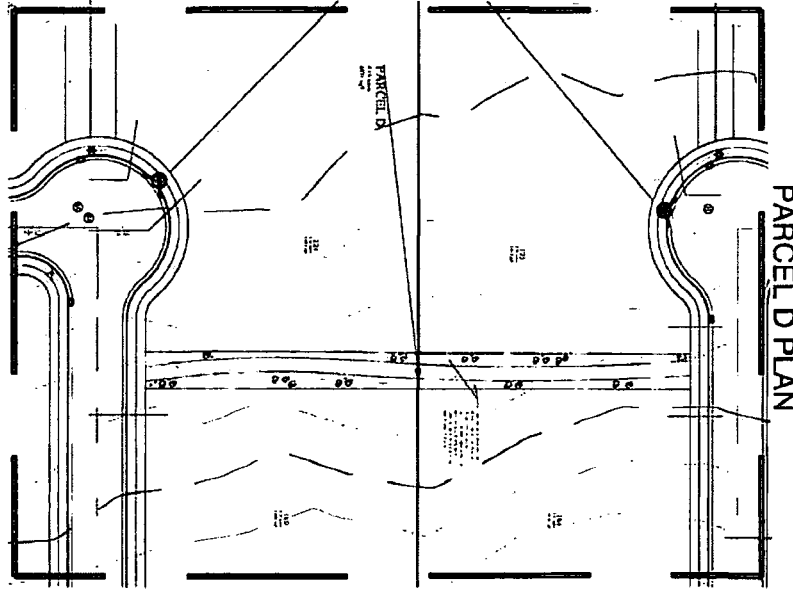
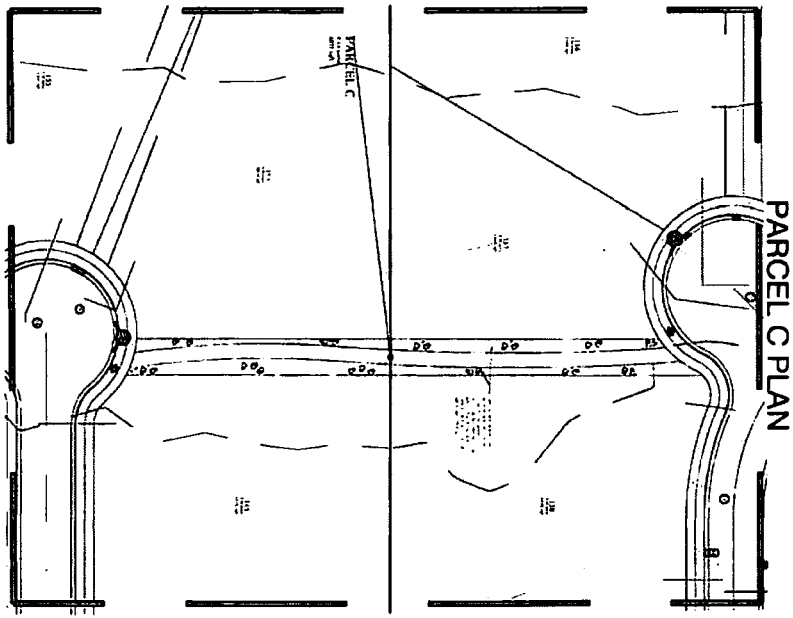
TRIUMPH PRELIMINARY
 EAGLE MOUNTAIN CITY, UTAH
 LANDSCAPE PLAN

DATE: 10/23/22
 TIME: 11:00 AM

FOCUS
 ENGINEERING AND SURVEYING, LLC
 6649 S HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047 PH: (801) 322-0075
 WWW.FOCUS-UTAH.COM

PLANT SCHEDULE

PLANT	QUANTITY	REMARKS	DATE
1.00	1	PLANT SCHEDULE	01/20/22
1.01	1	PLANT SCHEDULE	01/20/22
1.02	1	PLANT SCHEDULE	01/20/22
1.03	1	PLANT SCHEDULE	01/20/22
1.04	1	PLANT SCHEDULE	01/20/22
1.05	1	PLANT SCHEDULE	01/20/22
1.06	1	PLANT SCHEDULE	01/20/22
1.07	1	PLANT SCHEDULE	01/20/22
1.08	1	PLANT SCHEDULE	01/20/22
1.09	1	PLANT SCHEDULE	01/20/22
1.10	1	PLANT SCHEDULE	01/20/22
1.11	1	PLANT SCHEDULE	01/20/22
1.12	1	PLANT SCHEDULE	01/20/22
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1.15	1	PLANT SCHEDULE	01/20/22
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1.20	1	PLANT SCHEDULE	01/20/22
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1.46	1	PLANT SCHEDULE	01/20/22
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1.48	1	PLANT SCHEDULE	01/20/22
1.49	1	PLANT SCHEDULE	01/20/22
1.50	1	PLANT SCHEDULE	01/20/22



NO.	DATE	DESCRIPTION
1	01/20/22	PRELIMINARY
2	01/20/22	REVISION
3	01/20/22	REVISION
4	01/20/22	REVISION
5	01/20/22	REVISION
6	01/20/22	REVISION
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9	01/20/22	REVISION
10	01/20/22	REVISION

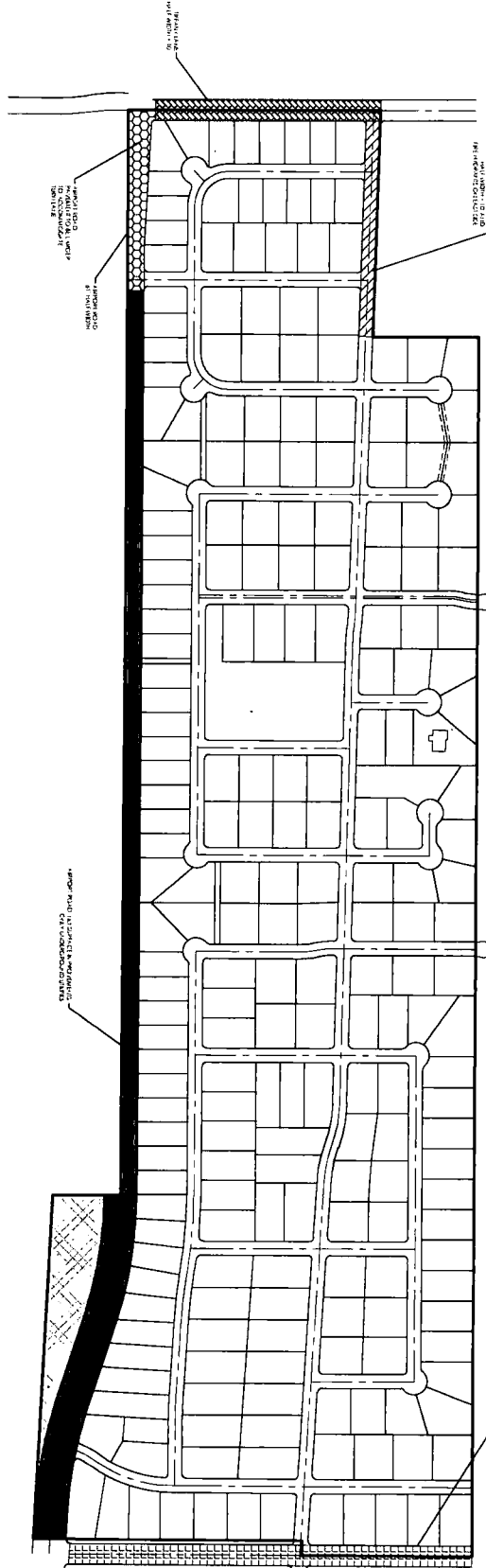
TRIUMPH PRELIMINARY
 EAGLE MOUNTAIN CITY, UTAH
 LANDSCAPE PLAN

DATE: 01/20/22
 SCALE: 1/8" = 1'-0"

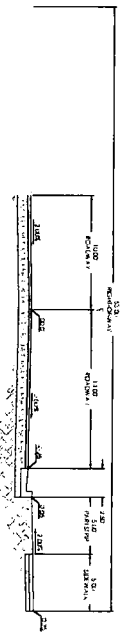
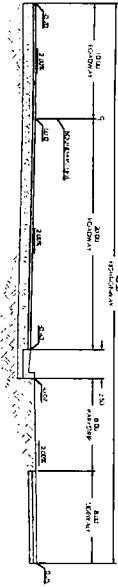


EXHIBIT "E"
ROAD IMPROVEMENT DIAGRAM

{00621968.DOCX /}

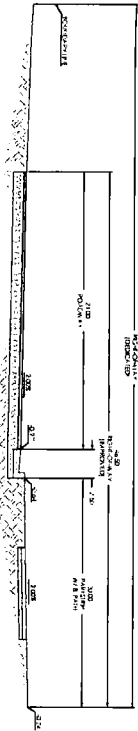


NOTE: FENCING ALONG ARTERIAL AND COLLECTOR ROADS FOR REAR AND SIDES OF LOTS TO BE DURABLE 6' PRIVACY FENCE OF CONCRETE OR MASONRY.

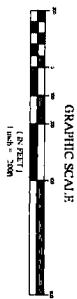


48' (HALF WIDTH + 10')

53' RESIDENTIAL ROAD



61' (HALF WIDTH)



REVISION BLOCK	
NO.	DESCRIPTION

TRIUMPH
EAGLE MOUNTAIN, UTAH COUNTY, UTAH
EXHIBIT F

FOR REVIEW ONLY

FOCUS
ENGINEERING AND SURVEYING, I.L.C.
6949 S HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0975
www.focusi.com

**SECOND AMENDMENT
MASTER DEVELOPMENT AGREEMENT
FOR THE
TRIUMPH SUBDIVISION**

This *Second Master Development Agreement for the Triumph Subdivision* (this “**Second Amendment**”) is entered into as of this _____ day of _____, 2026 (the “**Effective Date of Second Amendment**”) between Belle Street Investments, a Utah limited liability company (“**Developer**”) and Eagle Mountain City, a Utah municipal corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. On July 6, 2022 (the "Original Effective Date"), the Parties entered into a Master Development Agreement for the Triumph Subdivision (the "Original MDA").

B. On October 16, 2024, the Parties entered into a First Amendment to the Master Development Agreement for the Triumph Subdivision (the "First Amendment"). The Original MDA, as amended by the First Amendment, is referred to herein as the "MDA."

C. Since the Original Effective Date, the Parties desire to amend the MDA to incorporate attainable housing within the Triumph Subdivision.

D. The Parties desire to amend the Master Plan to accommodate the development of the Affordable Housing Pods, as depicted in the Triumph Affordable Housing Master Plan Exhibit “A” hereto, consistent with this Second Amendment.

E. The Parties desire to implement a concept plan, attached as Exhibit “B” consisting of small, single-family detached homes on small lots, with narrower public streets, water-wise landscaping, and other design exceptions to the current MDA and City’s Vested laws in order to promote housing attainability consistent with the City's goals (the “Concept Plan”) and consistent with the Master Plan as revised by this agreement.

F. The Parties acknowledge that the Affordable Housing Pods are made feasible through a coordinated allocation of cost reductions, regulatory modifications, and public investments, including contributions by both the City and the Developer, as reflected in materials presented to the City Council and incorporated into the approvals for this Second Amendment.

G. The Parties now desire to amend the MDA to (i) authorize the location and development of Affordable Housing Pods, (ii) revise uses and overall density permitted under the MDA to accommodate the Affordable Housing Pods, and (iii) establish certain basic development parameters for such pods.

H. The Parties have cooperated in the preparation of this Second Amendment.

I. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-20-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Second Amendment generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **DEFINITIONS.** Except as otherwise specified below in this section I the words and phrases specified herein shall have the same meaning as used in the MDA:

1.1. **Affordable Housing Pod** means those portions of the Property designated for future affordable housing development as generally depicted on the Concept Plan and illustrated as the blue-shaded areas identified on the Master Plan and establishes the location and extent of permitted affordable housing development under this Second Amendment.

1.2. **Concept Plan** means the Triumph Housing Pod Concept, attached hereto as Exhibit “B”, which includes the concept design for the Affordable Housing Pods.

1.3. **Master Plan** means the Triumph Affordable Housing Master Plan, attached to this Amendment 2 as Exhibit A.

2. **DEVELOPMENT OF THE PROJECT.**

2.1. **Effect of Second Amendment.** Other than as specifically amended herein by this Second Amendment, the MDA shall remain in full force and effect. In the event of a conflict between the Exhibits and the text of this Second Amendment or the MDA, the text of this Second Amendment shall control.

2.2. **Affordable Housing Pod Design.**

2.2.1. **Lot Configuration and Density.** Lots within the Affordable Housing Pod(s) may be custom configured to fit the proposed housing footprints shown on the Concept Plan. The lot sizes and overall residential density within the Affordable Housing Pod(s) may exceed the average density otherwise applicable to single-family areas of the Triumph Subdivision under the MDA, provided development is consistent with the Concept Plan.

2.2.2. **Landscaping.** Required landscaping within the Affordable Housing Pod(s), including both common areas and private residential yards, shall consist of water-wise landscaping. Traditional turf grass may be limited or eliminated, except as expressly approved by the City in connection with specific design elements.

2.2.3. **Parks and Open Space.** No neighborhood parks shall be required within the Affordable Housing Pod(s). Pedestrian connectivity and recreational opportunities shall instead be provided through an integrated trail system located within or adjacent to surrounding open space areas, as generally depicted on the Concept Plan.

2.2.4. **Garages and Parking.** Garages shall not be required for residential units within the

Affordable Housing Pod(s). On-street parking shall be prohibited within the Affordable Housing Pod(s), and all required parking shall be accommodated through approved off-street parking solutions consistent with the Concept Plan.

2.2.5. Streets. For streets located within and serving the Affordable Housing Pod(s), the City hereby approves a modified local street cross-section consisting of an overall roadway width of approximately thirty-three feet (33'), as compared to the City's standard fifty-three foot (56') local street section. Sidewalks shall be required on only one (1) side of the street.

2.3. HOA Improvements. HOA Maintenance of Improvements. Streets, sidewalks, trails, landscaping, open space, and other improvements within the Affordable Housing Pods shall be owned, operated, and maintained by a homeowner's association (the "HOA"). The City shall not be obligated to accept dedication of, or assume responsibility for, maintenance of infrastructure or improvements within the Affordable Housing Pods unless and until expressly accepted by the City in writing and in accordance with applicable City standards and procedures.

2.4. Extension of Deadline and Expiration. The deadline for completion of the Benchmark is hereby extended to two (2) years from the Effective Date of this Second Amendment, and the expiration of the MDA shall be six (6) years from the Effective Date of this Second Amendment.

2.5. Master Plan Approval. The City hereby approves the Master Plan as the governing land use plan for the Triumph Subdivision. The Concept Plan establishes the permitted density, and development parameters for the Affordable Housing Pod(s), including without limitation, approved modifications to applicable development standard including setbacks, street cross-sections, parking requirements, landscaping requirements, and other design criteria set forth therein and in this Second Amendment. The Parties acknowledge that the Master Plan and Concept Plan are conceptual in nature with respect to internal layout, lot configuration, and product type within each Affordable Housing Pod, and such elements may be modified by Developer from time to time, provided that development remains within the Affordable Housing Pod and is consistent with the development parameters approved herein.

2.6. Pod Approval. Developer may submit applications for preliminary and final subdivision plat approval for all or any portion of the applicable Affordable Housing Pod(s). Pursuant to Utah Code § 10-20-805(9), such applications may be submitted concurrently and shall be eligible for administrative approval, provided that they are consistent with the approved Pod Plan, the Concept Plan, this Second Amendment, and applicable municipal ordinances. No additional discretionary land use approval by the Planning Commission or City Council shall be required for such plat approvals.

3. AFFORDABLE HOUSING CITY GRANTS

3.1. Water Rights. In furtherance of the City's initiative to promote and facilitate attainable and affordable housing, the City agrees to purchase, acquire, and/or dedicate, for the

benefit of the Affordable Housing Pod(s), all culinary and irrigation water rights necessary to serve development within the Affordable Housing Pod(s) (the “Pod Water Rights”). The City’s acquisition and/or dedication of the Pod Water Rights shall be at the City’s sole cost and expense and shall be deemed a public investment made in support of affordable housing within the Triumph Subdivision. In consideration of the City’s dedication of the Pod Water Rights, the City and Developer shall agree upon a per-lot valuation of the Pod Water Rights, and such amount shall be treated as a reduction to the effective cost basis of each lot within the Affordable Housing Pod(s) for purposes of development and disposition.

3.2. Waiver of Park Dedication and Fees. In an effort to reduce housing costs no land dedication for parks, neighborhood open space, or recreational facilities shall be required for development within the Affordable Housing Pods, and no park impact fees or fees in lieu thereof shall be imposed in connection with such development.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first above written.

DATED this ____ day of _____, 2026.

DEVELOPER

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of _____, a ____ limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this _____ day of _____, 2026.

EAGLE MOUNTAIN CITY

Jared Gray, Mayor

ATTEST:

Gina L. Olsen, City Recorder

Approved as to form:

Marcus Draper, City Attorney

Exhibit List

- Exhibit A – Triumph Affordable Housing Master Plan
- Exhibit B - Affordable Housing Pod Concept Plan

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
TRIUMPH**

A Subdivision
Located in
Eagle Mountain City, Utah County, Utah

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TRIUMPH**

This Declaration of Covenants, Conditions, and Restrictions for Triumph (“Declaration”) is executed and adopted by Belle Street Investments, LLC, a Utah limited liability company (“Declarant”).

RECITALS

A. The real property in Utah County, described in Exhibit A, attached to and incorporated in this Declaration by reference, is a subdivision that shall be known as Triumph (the “Project”).

B. Declarant owns the real property described in Exhibit A. By executing and recording this Declaration, the undersigned declares that the property described in Exhibit A, and any additional property made subject to this Declaration in the future by a recorded amendment or supplement, is subject to the terms, covenants, conditions and restrictions set forth in this Declaration.

C. As the development of the Project proceeds, Declarant intends (but shall not be obligated) to record a subdivision plat; sell parcels and Lots to various builders and users; designate the purposes for which certain properties may be used; and set forth additional covenants, conditions, and restrictions applicable to certain properties within the Project.

D. Declarant has formed or will form the Triumph Homeowners Association which shall (1) own, manage, and/or maintain the Common Areas and certain other areas in the Project; (2) levy, collect and disburse the Assessments and other charges imposed herein; (3) act as the agent and representative of Owners; (4) enforce the use restrictions and other provisions of this Declaration; and (5) do such other things as are provided for in this Declaration.

E. Declarant intends that all property within the Project shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in this Declaration, which: (1) are for the purpose of protecting the value, desirability, attractiveness, and natural character of the Project; (2) shall run with the land; (3) shall be binding upon all parties having any right, title, or interest in any part of the Project; and (4) shall inure to the benefit of all parties having any right, title, or interest in any part of the Project, and their successors and assigns.

F. The Project does or will contain attainable housing lots, which lots are subject to a separate recorded deed restriction in addition to this Declaration and the terms and conditions contained herein.

G. It is intended that this Declaration shall serve as a binding contract between the Association and each Owner; however, nothing herein is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party. Additionally, it is not intended that this Declaration be read in conjunction with any deed or real estate purchase contract to create privity of contract between Declarant and the Association.

H. Declarant reserves the right to amend and supplement this Declaration from time to time, in the discretion of Declarant, to accomplish any purpose desired by Declarant including a modification or addition of any and all covenants and restrictions.

NOW, THEREFORE, Declarant declares, covenants, and agrees as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used in this Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

1.1 **“Act”** shall mean the Community Association Act codified beginning at Utah Code § 57-8a-101 *et seq.*, in effect at the time this Declaration is recorded, and as such may be amended from time to time.

1.2 **“Affiliate”** for purposes of this Declaration with respect to Declarant, shall include any entity owned or controlled by one or more members or owners of Declarant. Declarant shall have the sole discretion to determine if an entity is an Affiliate and entitled to the Affiliate rights designated herein.

1.3 **“Articles”** shall mean the Articles of Incorporation for the Association as amended and restated from time to time.

1.4 **“Assessment”** shall mean any monetary charge imposed or levied on an Owner or Lot by the Association as provided for in this Declaration.

1.5 **“Association”** shall refer to the Triumph Homeowners Association, the membership of which shall include each Owner in the Project. The Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, “Association” as used in this Declaration shall refer to that entity or group.

1.6 **“Attainable Housing Assessments”** shall mean the Assessments levied against the Attainable Housing Lots for the Attainable Housing Expenses.

1.7 **“Attainable Housing Common Area”** shall mean those portions of the Common Area reserved for the exclusive use of the Attainable Housing Lots, as specified herein, on the Plat, or as determined by the Board. Attainable Housing Common Areas include, but are not limited to, common parking spaces, private roads, trails, and open space contained in the Attainable Housing areas in the Project.

1.8 **“Attainable Housing Expenses”** shall mean the actual and estimated costs incurred for the exclusive benefit of Attainable Housing Lot Owners including, but not limited to: (a) maintenance, management, operation, repair, and replacement of the Attainable Housing Common Areas; (b) establishment of reserves for Attainable Housing Common Areas (c) other charges or expenses incurred by the Association for the exclusive benefit of Attainable Housing Lots.

1.9 **“Attainable Housing Lot”** shall mean a Lot that is subject to a separate recorded Deed Restriction and Affordability Covenant.

1.10 "**Attainable Housing Pod**" shall mean an area in the Project in which Attainable Housing Lots and Attainable Housing Common Areas are located. A concept map of an Attainable Housing Pod is attached hereto as Exhibit C.

1.11 "**Board Member**" shall mean a duly qualified and elected or appointed member of the Board of Directors.

1.12 "**Board of Directors**" or "**Board**" shall mean the governing board with primary authority to operate and manage the affairs of the Association.

1.13 "**Builder**" shall mean a Person (other than Declarant or Declarant affiliate) who acquires Lots or other areas of the Project for the purpose of constructing Residences for later sale to third parties. Builders have the same privileges and responsibilities as Owners during the time that they own Lots for construction and resale, including the privileges of membership in the Association. In addition, to further the purposes of this Declaration, Declarant may extend any of the rights and exemptions it has reserved under this Declaration with respect to development, construction, marketing, and sale of property in the Project to such Builders as it may designate from time to time. Declarant shall have the sole discretion to determine if a Person or entity qualifies as a Builder and is entitled to the Builder rights and exemptions as set forth in this Declaration.

1.14 "**Bylaws**" shall mean the Bylaws of the Association attached as Exhibit B and all amendments thereto. No amendment to the Bylaws shall be effective until it is recorded.

1.15 "**Common Area**" shall mean all areas of the Project, excluding Lots and Residences. Common Areas may include without obligation or limitation, all Common Areas shown on the Plat, Attainable Housing Common Area, private roadway improvements, Association signs or monuments, open space, common landscaped areas and sprinkler systems, street signage, sidewalks, perimeter fences, and other similar improvements, and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.

1.16 "**Common Expenses**" shall mean all sums lawfully assessed against Owners including expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas or any other areas which are maintained by the Association, unless otherwise provided herein; expenses agreed upon as common expenses by the Association or its Board; expenses authorized by the Governing Documents or the Act as common expenses; and any other expenses necessary for the common benefit of the Owners.

1.17 "**Control Period**" shall mean the period of time during which the Declarant may act as the Board of Directors or appoint Board Members. Such period of time commenced on the date this Declaration is recorded with the Utah County Recorder's Office and shall terminate on the occurrence of the earliest of the following events: (i) the day on which the Declarant no longer owns any Lot and no longer possesses any development right; or (ii) seven (7) years after the day on which the Declarant has ceased to offer Lots, including Lots that may be created, for sale in the ordinary course of business; or (iii) the Declarant executes and records a written waiver of its right to control the Association. The Special Declarant Rights contained within this Declaration may last beyond the Control Period for the maximum length permitted by law. If the Declarant elects to waive one or more, but not all, of its Special

Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.

1.18 “**Declarant**” shall mean Belle Street Investments, LLC, a Utah limited liability company, or their successors or assigns. The Declarant may assign all or part of its rights hereunder.

1.19 “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions for Triumph, including all attached exhibits, which are incorporated by reference, and any and all amendments to this Declaration.

1.20 “**Deed Restriction and Affordability Covenant(s)**” shall mean the separate deed restriction recorded against each Attainable Housing Lot related to the maximum sales price and other limitations applicable to Attainable Housing Lots. The Association shall have the right to enforce the Deed Restriction and Affordability Covenants for the Attainable Housing Lots to the extent permitted under such recorded deed restrictions.

1.21 “**Design Criteria**” shall mean those requirements governing the site location and architectural design of Residences, buildings, and other structures and improvements within the Project as adopted by the Board or DRC as provided herein.

1.22 “**Design Review Committee**” or “**DRC**” shall mean the Triumph Homeowners Association Design Review Committee as set forth herein.

1.23 “**Exempt Lot**” shall mean a Lot which is not subject to one or more Assessment types including, but not limited to, Annual Assessments, Special Assessments, and Individual Assessments. During the Control Period, the Declarant shall have the authority to designate Exempt Lots in its sole discretion, regardless of whether such Lots are owned by Declarant, an Affiliate of Declarant, a Builder, or another Person, and from which type(s) of Assessments the Lot is exempt. Exempt Lot designations may be for any period of time up to the date of transfer of title to third-party consumers (i.e., home buyers) from Declarant or Builders. All Lots owned by Declarant, or Declarant Affiliates shall be deemed to be Exempt Lots unless Declarant explicitly designates otherwise. Declarant may designate Lots owned by Builders or Owners as Exempt Lots under the terms and conditions agreed upon by Declarant and each Builder or Owner and Declarant shall have no requirement or obligation to treat various Builders’ Lots or groups of Lots similarly.

1.24 “**Governing Documents**” shall mean the Declaration, Plat, Bylaws, Rules, Articles, Design Criteria, Board resolutions, and any other written instrument by which the Association may exercise power, manage, maintain, or otherwise affect the Project.

1.25 “**Lender**” shall mean a holder of a first mortgage or deed of trust on a Lot.

1.26 “**Lot**” shall mean each of the individual lots within the Project, as shown on the Plat. The term Lot shall include any Residence, structure, or other improvement constructed thereon. The term Lot shall also include the Attainable Housing Lots.

1.27 “**Manager**” shall mean any entity or Person engaged by the Board to manage the Project.

1.28 “**Member**” shall mean and refer to an Owner.

1.29 “**Occupant**” shall mean any Person living, dwelling, visiting, using, entering into, or staying in a Residence in the Project, including, without limitation, family members, tenants,

lessees, guests, representatives, and invitees of an Owner or an Occupant. Occupants shall be bound by the restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.30 “**Owner**” shall mean the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Utah County Recorder; however, Owner shall not include a trustee for a deed of trust. Every Owner is automatically a Member of the Association. However, there shall be only one membership per Lot. Every Owner has a responsibility to comply with the Governing Documents.

1.31 “**Person**” shall mean a natural individual, corporation, estate, limited liability company, partnership, trustee, association, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.

1.32 “**Plat**” shall mean and refer collectively to each and every record of survey map and approved subdivision plat of areas within the Project, recorded in the records of the Utah County Recorder and all amendments and supplements thereto. Each Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on a Plat and required by the Act are deemed included in this Declaration. The Declarant shall have the right to record plats for the development of property within the Project and amend all Project Plats during the Control Period in Declarant’s sole discretion and in accordance with applicable law.

1.33 “**Project**” shall mean the property described in Exhibit A and all land, structures, and improvements thereon including the Lots, roads, open spaces, Common Areas, and Attainable Housing Common Areas.

1.34 “**Residence**” shall mean the single-family detached dwelling constructed on a Lot (including an Attainable Housing Lot) which is designed and intended for use and occupancy as a residence, together with all improvements located on a Lot which are used in connection with such residential structure. Each Residence shall include, without limitation, roofs, exterior surfaces, exterior and interior doors, windows, porches, patios, decks, gutters, downspouts, foundations, and garages. Each Residence shall also include all mechanical equipment and appurtenances located outside the Residence but designed to serve only that Residence, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Residence, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Residence, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Residence is located shall be deemed part of the Residence.

1.35 “**Rules**” shall mean and refer to the rules and regulations adopted by the Board for the Association.

1.36 “**Terms and Conditions**” shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.

ARTICLE II – THE PROJECT

2.1 **Submission.** The real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant confirms that that the Project and any Lot or parcel of land within the Project shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute covenants running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns. By acquiring any interest in a Lot or parcel of property within the Project, such Owner consents to, and agrees to be bound by each and every Term and Condition in the Governing Documents.

2.2 **Purpose.** Declarant intends that this Declaration establish a governance structure and a system of standards and procedures for the development, expansion, administration, maintenance, and preservation of the Project. The Association is intended to be an integral part of the Project as it will own, operate, and maintain various Common Areas and improvements and shall administer and enforce this Declaration and the other Governing Documents referenced in this Declaration for the common benefit of all Owners of the Project.

2.3 **Nature of the Project.** The Project is a subdivision to consist of detached homes, among which shall be Attainable Housing Lots, along with public and private roads and landscaping. It is anticipated that the Project will include a park and detention basin to be dedicated to and maintained by the City. The Project is subject to refinement by Declarant, or as required by local governmental ordinances and approvals.

2.4 **Project Name.** The Project is named Triumph and is located entirely in Utah County. The Association and the Project are not a cooperative.

2.5 **Attainable Housing Lots.** The Project contains Attainable Housing Lots. It is anticipated that the Attainable Housing Lots and the associated Attainable Housing Common Areas will be constructed in separate Attainable Housing Pods located in the Project. A concept map of an Attainable Housing Pod is attached hereto as Exhibit C. The Attainable Housing Lots are subject to recorded Deed Restriction and Affordability Covenants, which covenants are separate and in addition to the Terms and Conditions contained in the Governing Documents. The Association shall have the right to enforce the Deed Restriction and Affordability Covenants for the Attainable Housing Lots to the extent permitted under such recorded deed restrictions. The Deed Restriction and Affordability Covenants may only be amended pursuant to the terms contained therein.

2.6 **Supplement and Exclusions to Declaration.** At any time during the Control Period, Declarant or its assigns may add or remove any real property to or from the terms of this Declaration by recording with the Utah County Recorder a supplement or exclusion to this Declaration which (i) describes such property, (ii) declares that such property is or is not subject to this Declaration, and (iii) is signed by Declarant.

ARTICLE III - PROJECT STRUCTURE & ORGANIZATION

3.1 **The Declarant.** The Declarant has established the Project and has set forth a governance structure for the Project through the Governing Documents. The Declarant has reserved various rights in the Governing Documents with respect to the development and administration of the Project. The Declarant may exercise these rights throughout the period

of time that the Declarant or any of its Affiliates own real property in the Project. The Declarant may assign its status and rights as the Declarant under the Governing Documents to any Affiliate, Builder, or Person who takes title to any portion of the property subject to this Declaration for the purpose of development and/or sale.

3.2 The Association. The Declarant has established the Triumph Homeowners Association as the primary entity responsible for administering the Project in accordance with the Governing Documents. The Association may exercise all rights and powers that the Governing Documents and Utah law expressly grant to it, as well as any right and powers that may reasonably be implied under the Governing Documents. The Members of the Association shall be the Owners of Lots within the Project, including the Declarant. The duties and powers of the Association shall relate the Project as a whole and the ownership, use, and maintenance of the Common Areas, including the imposition and collection of assessments for such purposes.

ARTICLE IV – ORGANIZATION & GOVERNANCE OF ASSOCIATION

4.1 Organization. The Association shall serve as the governing organizational body for the Project. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Project and associated expenses, and other matters as provided in the Act and the Governing Documents. The Association shall have all rights and powers granted to it under the Act and the Governing Documents.

4.2 Legal Organization. The Association is intended to be organized as a non-profit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, it shall automatically be succeeded by an unincorporated association of the same name vested with all property, powers and obligations of the nonprofit corporation and the Board, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

4.3 General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- (c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;
- (d) The powers, duties, and obligations not reserved specifically to Owners; and
- (e) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

4.4 **Membership.** Membership in the Association shall at all times consist exclusively of Owners. Each Owner shall be a Member of the Association so long as such Owner has an ownership interest in a Lot within the Project and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

4.5 **Record of Ownership.** Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

4.6 **Member Voting.** Each Owner is entitled one (1) vote per Lot owned, subject to any limitations on voting set forth in this Declaration and Bylaws, or limited by the Special Declarant Rights. Member voting shall be conducted as set forth in the Bylaws. If there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

4.7 **Declarant Voting Rights.** The Declarant shall be entitled to fifty (50) votes for each Lot owned by the Declarant for all matters in which Members are entitled to vote. Declarant's voting rights shall extend beyond any termination of the Control Period, so long as the Declarant owns one or more Lots in the Project. The foregoing voting rights are to be in addition to all Special Declarant Rights contained in the Governing Documents during the Control Period including, but not limited to, Declarant's unilateral right to control the Board, act as the DRC, transfer Common Areas, and amend the Governing Documents.

4.8 **Board of Directors.** The governing body of the Association shall be the Board of Directors. The Board shall make all decisions and take all actions on behalf of the Association unless a decision or action is specifically required by the Governing Documents to be subject to Owner vote. During the Control Period, the Declarant shall have the sole authority to act as the Board, or to appoint all Board members. After the Control Period ends, the Board shall be elected by the Members of the Association pursuant to the election provisions of the Bylaws. The Bylaws may also set forth qualification requirements for serving on the Board. Except as otherwise provided in this Declaration, Bylaws, or the Articles of Incorporation, the Board shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board. Except as may be specifically provided in the Declaration, Bylaws, Articles of Incorporation, or by applicable law, no Owner or group of Owners other than the Board may direct the actions of the Association. The Board may retain professionals, including, without limitation, attorneys, accountants, managers, and bookkeepers to assist in any Board function. Notwithstanding anything to the contrary in this Section, Declarant

appointed Board members shall not be bound by qualification requirements or any other requirements in the Bylaws.

4.9 **Liability.** To the fullest extent permitted by applicable law, Board Members and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any act, error, negligence, or failure to act in the performance of the Board Member's duties, except for intentional or willful bad acts or acts of recklessness. If a Board Member or any officer of the Association (including the Declarant and its appointees) is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend, indemnify, and hold harmless such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his/her duties.

4.10 **No Reliance on Actions Contrary to Governing Documents.** No one may rely upon any authorization (from the Board or anyone else) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel, waiver, or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Lot in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.

4.11 **Registration with the State.** In compliance with Utah Code § 57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

4.12 **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

ARTICLE V – ASSOCIATION RIGHTS & RESPONSIBILITIES

5.1 **General Rights.** The Association shall have the following rights and responsibilities in addition to all other rights set forth in the Governing Documents or provided by law. The Association may also take any action reasonably necessary to effectuate any such right, privilege, or purpose.

5.2 **Maintenance.** The Board shall make provisions for completing all maintenance, repair, and replacement requirements of the Association. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area. The Association shall do all such other and further acts that the Board deems necessary to preserve and protect the Common Area and the Project, in accordance with the general purposes specified in this Declaration. The Association may set maintenance standards for all areas within the Project.

5.3 **Paying Expenses.** The Association shall provide for the payment of expenses and any other obligations incurred by the Association.

5.4 **Setting and Collecting Assessments.** The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

5.5 **Title to Common Areas.** The Declarant may grant title to the Common Areas to the Association, to the City where the Project is situated, or to any other entity as determined in the sole discretion of Declarant; however, neither this conveyance nor any other provision of the Declaration shall be construed to create a contractual relationship between the Association and Declarant. The Association shall hold title to the Common Areas which are conveyed to it, and shall pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments. After the Control Period, upon approval of sixty-seven percent (67%) or more of the voting interests of the Association, the Board shall have the authority to transfer title to Common Area real property owned by the Association to governmental entities for public use, or to individual third parties for private use. Declarant shall have all rights and voting authority to unilaterally approve the transfer of title to Common Area on behalf of the Association during the Control Period.

5.6 **Entering Lots.** The Association shall have the right to enter onto any Lot, without trespass, and regardless of whether or not the Owner or Occupant thereof is present at the time, to abate any infractions, to make repairs, to correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien provided in Article VIII. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of the Residence without the consent of the Owner except in case of an emergency. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot under this Section and shall defend, indemnify, and hold harmless the Association for all damages related to such entry, except for such damages resulting from willful or intentional misconduct.

5.7 **Hiring Managers and Delegating Responsibilities.** The Association may hire a Manager to assist the Board in managing and operating the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, fines to Owners, and regular and special Assessments. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause. The Board has no authority to enter any management agreement or contract inconsistent with the terms of the Governing Documents.

5.8 **Rules.** The Association shall have the authority to promulgate and enforce Rules for the regulation and operation of the Project. This provision is intended to be interpreted broadly and permit the Association to adopt rules governing all activities and uses within the Project which the Association may legally enforce. If Rules are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject only to a judicial

determination, if any is timely sought. Pursuant to Utah Code § 57-8a-218(20), the requirements of Utah Code §§ 57-8a-218(1), (2), (6), and (8) through (14), except subsections (1)(b)(ii), are hereby modified to not apply to the Association. During the Control Period, the Declarant and the Declarant appointed Board (if any) shall be exempt from the rulemaking procedures of Utah Code § 57-8a-217.

5.9 Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) suspend Owners' rights to utilize the amenities within the Project; (3) collect rents directly from tenants if Owners fail to pay Assessments; (4) bring suit for legal or equitable relief for any lack of compliance with any provisions of this Declaration or Rules promulgated by the Board or DRC; (5) exercise self-help or take action to abate a violation in any situation which requires prompt action, or within a reasonable time in a non-emergency situation after notice has been given to the offending Owner; and (6) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.

5.10 Authority to Impose Fines. The Board may impose fines for violations of this Declaration, the Rules, or any other Governing Document. The Board is authorized to adopt a schedule of fine amounts for general or specific violations, in the Board's discretion. A warning notice must be provided to the violating Owner before a fine may be imposed.

5.11 Discretion in Enforcement. Subject to the discretion afforded in this Section, the Board shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing Documents.

(a) The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis: (1) whether to compromise a claim made by or against the Board or the Association, and (2) whether to pursue a claim for an unpaid Assessment.

(b) The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (1) the Association's legal position does not justify taking any or further enforcement action; (2) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (3) a technical violation has or may have occurred and the violation is not material as to a reasonable Person or does not justify expending the Association's resources; or (4) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.

(c) If the Board decides to forego enforcement, the Association is not prevented from later taking enforcement action. The Board shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.

5.12 Noncompliance Notice. Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. By acquiring title to a Lot in the Project, all Owners agree and consent that upon any act of noncompliance, the Board, at its discretion, may record a "Notice of Noncompliance" on an offending Lot or property in the records of the Utah County Recorder. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the

non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association pursuant to enforcement of this Section shall be an Individual Assessment.

5.13 Establishing Hearing Procedures. The Board shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners, or in case a hearing process is required by law. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents and in any such process shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least one week notice of the hearing to the requesting Owner(s), and (2) a reasonable time period for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner(s) deems relevant to the disputed issue. The Board may rely on any reasonable information and evidence in determining whether or not a violation of the Governing Documents has occurred, which may be obtained before, during, and after a hearing.

5.14 Bulk Services Agreements. The Association shall have the right to enter into agreements, as the Board deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Lots. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

5.15 Collection of Manager Fees or Charges. The Association may collect all fees and charges assessed by the Manager against individual Owners or their Lots for use of the Common Area facilities and amenities or for services provided to Owners as Individual Assessments. In performing such collection activities, the Association shall in a timely manner remit any required payments to the Manager for its services as applicable. All the rights and remedies of the Association relating to the collection of Assessments due under this Declaration shall also be available to the Association to collect Manager fees from each Owner as provided herein. Notwithstanding the foregoing, nothing contained herein shall be construed so as to deprive the Manager of any remedies it may exercise on its own behalf for the collection of unpaid fees, charges, assessments, or service fees due to the Manager.

5.16 Reserve Fund. The Association shall establish and fund a reserve fund for the long-term maintenance, repair and replacement of Common Areas and other areas for which the Association has a maintenance responsibility and shall obtain and update a Reserve Analysis as required in this Declaration and the Act. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. The Declarant shall have no duty to obtain a Reserve Analysis or to maintain a reserve fund during the Control Period pursuant to Utah Code § 57-8a-211(10).

5.17 Litigation. The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right available to the Association under this Declaration or under Utah law, subject to the limitations set forth in Article XVI (Dispute

Resolution). In any such litigation instigated by the Board, the Association shall have the right to receive an award of the reasonable attorney fees and costs incurred by the Association in such enforcement action.

5.18 **Loans.** The Association shall have the authority to obtain loans for the efficient development of the Project and operation of the Association. The Association may use Common Area and other assets of the Association as collateral for financing and may also provide any other security as may be necessary for the loan, including but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. It is explicitly contemplated that the Declarant and its Affiliates may enter into one or more loan agreements or promissory notes with the Association to finance infrastructure, amenities, or to subsidize budget deficits of the Association. Advances or loans made by Declarant, or its Affiliates shall be repaid pursuant to the terms of such loan agreement. A majority vote of the Board shall be required prior to obtaining any loan. Notwithstanding anything to the contrary, no Lot shall be used as security for any loan to the Association without that Owners' consent.

5.19 **Other Necessary Rights.** The Association and the Board shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

ARTICLE VI – MAINTENANCE

6.1 **Association Responsibility.** The Association shall maintain, repair, and replace the Common Areas and the Attainable Housing Common Areas with all improvements thereon, including, but not limited to, private streets, sidewalks, common fences, common lighting, landscaping, and signage/entry monuments. The Board may determine, in its sole discretion, the scope of its maintenance obligations and an appropriate maintenance for all areas for which the Association is responsible, so long as those areas are maintained in the best interests of the Owners and the Project.

6.2 **Owner Responsibility.** Owners shall maintain, repair, and replace their Lots, including the exteriors of their Residences, the interiors of their Residences, all utilities and plumbing that service their Residences, and landscaping and private fencing.

6.3 **Snow Removal.** The Association shall be responsible for snow removal on the Common Areas and Attainable Housing Common Areas. Owners shall be responsible for snow removal on their Lots, including driveways, private walkways, porches, and patios.

6.4 **Assessment of Maintenance to Specific Owner.** If the need for maintenance, repair, or replacement of areas or items for which the Association is responsible is caused by the willful or negligent acts of an Owner, or through the willful or negligent acts of the Occupants, family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

6.5 **Default in Maintenance.** If an Owner or Occupant fails to: (1) maintain a Lot as required in the Governing Documents or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Lots in the Project, then the Association may take any action allowed for a failure to comply with the Governing Documents and may give written notice to such Owner or Occupant stating the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a reasonable period of time as

determined by the Board. If the Owner or Occupant fails to carry out such action within the period specified by the notice, then the Association may take any action allowed for a default of the Governing Documents. In addition, the Association may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot, including reasonable attorney fees.

6.6 **Utilities.** The charges for utilities that are metered separately to each Lot or Residence shall be the responsibility of the respective Owner. In the event water, electrical, sewer, or other utilities are metered collectively for the entire Project, or metered separately for Common Areas that the Association maintains, then the Association shall be responsible for paying for such utility expenses, which expenses shall be a Common Expense of the Association and shall be paid through Assessments.

6.7 **Board Discretion to Determine Maintenance Responsibilities.** In the event a maintenance obligation is not outlined in this Article VI or confusion arises as to a maintenance obligation, the Board may, by resolution and in its sole discretion, determine whether the Association or the Owners shall have the responsibility to fulfill the maintenance obligation and in what manner.

ARTICLE VII – ARCHITECTURAL STANDARDS

7.1 **General.** All, landscaping, structures, Residences, improvements, and other items placed on a Lot are subject to the standards for design, landscaping, and aesthetics adopted pursuant to this Article and the approval procedures set forth in this Article.

7.2 **Architectural Review Required.** Without the prior approval of the Association (or the Declarant during the Control Period), an Owner or Builder may not (1) install or build any new structure, building, fence, landscaping, or Residence; (2) make alterations, upgrades, repairs, or modifications to any part of the exterior of any structure, building, or Residence (including painting); (3) install or alter any new or existing exterior feature such as a walkway, fence, landscaping or anything else that alters the exterior appearance of the Lot; and (4) alter or modify the finished grade to a Lot, or alter the ground level, slope, pitch or drainage patterns of any Lots as fixed by the original finish grading. This provision is intended to be read as broadly as possible to require approval before any exterior work is performed on a Lot, including changes to landscaping.

Notwithstanding anything to the contrary herein, until the expiration of the Control Period, the Declarant shall have sole authority and responsibility to approve the plans for the construction of all Residences and landscaping of each Lot in the Project.

7.3 **Design Criteria.** The Board may adopt Design Criteria for the purpose of maintaining a consistent character and quality of appearance for the improvements within the Project.

(a) The Declarant may prepare initial Design Criteria which may contain general provisions applicable to the entire Project as well as specific provisions that vary among uses or locations within the Project.

(b) The Declarant shall have sole and full authority to amend the Design Criteria during the Control Period. The Declarant's right to amend the Design Criteria shall continue

even if it delegates reviewing authority to the Association or another entity. Upon termination or delegation of the Declarant's right to amend, the Board shall have the right to amend the Design Criteria.

(c) The Design Criteria may designate the design, style, and type of any materials to be used for an exterior improvement or alteration that is acceptable to the Board and DRC. The Design Criteria may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.

(d) Amendments to the Design Criteria shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Criteria as amended.

(e) Declarant may preapprove Builder's plans and designs for Residences or other improvements for general or repetitive application, and a Builder's construction in compliance with such preapproved plans and designs shall be deemed to be compliant with all Design Guideline requirements of the Association. Such preapproved plans shall not require resubmission prior to use on subsequent Lots. The Declarant or the Board may also exempt Builders from Design Guideline requirements in the Declarant's or Board's discretion.

7.4 Design Review Committee. During the Control Period, the Declarant shall act as the Design Review Committee for the Project and may delegate its authority to act as the DRC to one or more individuals or entities. Following the Control Period, a Design Review Committee may be appointed by the Board to regulate the external design, appearance, and location of any structure and landscaping on any Lot and enforce the architectural provisions of the Declaration or Design Criteria. Such committee shall consist of an uneven number of persons of at least three (3) members, but may include more members at the discretion of the Board. The Board need not appoint a Design Review Committee. If no such committee is appointed, the Board shall have all powers of the DRC and may act in all ways and have all powers otherwise given to the DRC. During the Control Period, the Declarant shall act as the DRC for the Project and may delegate its authority to act as the DRC to one or more individuals or entities.

(a) During the Control Period, the DRC need not be composed of Owners; the DRC may, but need not, include architects, engineers, or similar professionals. After the Control Period, only Owners may serve on the DRC. Board members may serve on the DRC at any time.

(b) The DRC shall have the Board's right of entry to verify compliance with this Article. The DRC shall have no duty or obligation to make inspections; however, nothing herein shall prevent the DRC from making inspection prior to, during, or after construction. The DRC may inspect any work performed in the Project to determine its compliance with the Design Criteria and the Governing Documents.

(c) Members of the DRC shall serve for a term of one (1) year and may serve for consecutive terms of service as appointed by the Board. Any vacancy on the Committee may be filled by the Board to serve the remainder of the term of the originally appointed

member(s). The Committee may act even though a vacancy has not been filled. Any member of the DRC may be removed at any time by the Board with or without cause.

7.5 Design Review Approval Procedures. The Declarant or the Board may adopt Rules relating to the process for the submission of plans and specifications in the Design Criteria. Unless the Rules or Design Criteria provide otherwise, no structure, improvement, or exterior remodel of any kind whatsoever shall be erected, placed, moved onto, or commenced without the prior written approval of the Declarant or the DRC.

(a) In reviewing each application, the DRC may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment; the building bulk or mass of any buildings or structures within the Project; building location with respect to topography, existing trees; finished grade elevations; and harmony of landscaping with the natural setting and surroundings. DRC decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

(b) The DRC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to judicial review so long as they are made in good faith and in accordance with required procedures.

(c) No approval is required for non-structural interior modifications of Residences, provided such modifications do not affect the exterior of Residences or structures, although the Board may still adopt Rules relating to the use of Common Area or roadways for staging and other construction needs.

(d) An Owner may complete any maintenance to the exterior of a Residence or other approved structure on a Lot, to the extent that such maintenance obligation is the responsibility of the Owner, if such maintenance will not change the appearance of the already built and approved Residence or structure.

(e) As part of any approval, the DRC may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion.

(f) If the Declarant or DRC shall fail to act upon any written request submitted to it within thirty (30) days after a complete submission of documents in a form acceptable to the DRC, such request shall be deemed to have been denied.

7.6 Appeals. An applicant may appeal any final disapproval of its full and complete application to the Declarant during the Control Period and thereafter to the Board. To request an appeal, the applicant must submit to the Association's Secretary, no later than fifteen days after the delivery of the notification of disapproval, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the DRC's notification of disapproval. The Declarant or Board may (i) affirm the DRC's decision, (ii) affirm a portion and overturn a portion of the DRC's decision, or (iii) overturn the DRC's entire decision. The Board shall notify the applicant and the DRC in writing of its decision no later than thirty days after its receipt of the request for appeal with all required information. The

Board's decision shall include a description of its reasons for overturning the DRC's decision. During the appeal process the Owner shall not commence any work requiring approval hereunder.

7.7 Noncompliance. If at any time the Declarant, DRC, or Board find that any work was not done in substantial compliance with plans approved by the DRC or was undertaken without first obtaining approval from the DRC, written notice shall be sent by the DRC to such Owner specifying the noncompliance and requiring the Owner to cure such noncompliance within thirty (30) days or any extension thereof granted. If the Owner fails to cure the noncompliance or to enter into an agreement to cure on a basis satisfactory to the DRC within said thirty (30) day period or any extension thereof as may be granted, the Board may, at its option, cause the non-complying improvement to be removed or the noncompliance to be cured. Upon demand, the Owner shall reimburse the Association for all costs and expenses incurred by the DRC and/or the Board in taking corrective action, plus all costs incurred in collecting amounts due, including reasonable attorney fees and costs. The Owner shall be personally liable for all such costs and expenses, and the Association also shall have a lien against the noncomplying Lot for the amount of all such costs and expenses. Any amounts not paid, without waiver of any other right or remedy, may be collected as an Individual Assessment.

7.8 No Waiver of Future Approvals. The approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval. Any failure of the DRC or Board to enforce the requirements of this Article or the Design Criteria shall not preclude any future actions to enforce such requirements.

7.9 Expenses of Design Review Committee. The DRC may charge reasonable fees to Owners for the costs of processing of any request, plans, or specifications including consultation with a professional, such fees not to exceed actual costs incurred.

7.10 Delegation of Authority. The Board may delegate any of the DRC's responsibilities to the design review committee. Any such delegation may be revoked at any time by the Board and the Board shall have the final say as to any DRC decision.

7.11 Variances. The DRC may authorize variances from compliance with any of the Design Criteria and any procedures when it determines that circumstances such as topography, natural obstruction, hardship, or aesthetic or environmental considerations justify such a variance, however, the DRC shall under no circumstances be obligated to grant variances. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the DRC from denying a variance in other similar circumstances. A variance requires the Declarant's written consent during the Control Period and thereafter, requires the Board's written consent. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

7.12 No Liability. Neither the Declarant, the DRC, the Board, the Association, nor any of its Members shall be liable for damages to any person submitting any plans for approval, or to any Owner within the Project, by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such plans. The DRC shall have no liability

or responsibility for any representations made to any Owner or prospective owner by any third parties. The DRC shall not be responsible for: (a) determining that any construction or construction documents conform to applicable building codes, zoning, or other land use regulations, (b) the accuracy or content of any construction documents or specifications prepared by any architect, engineer, or any other person, (c) construction means, methods, techniques, sequences, or procedures, safety precautions, or subsequent loss, damage, or failures due to soil or any other natural or man-made conditions that may exist, or (d) any failure to carry out any construction in accordance with plans or specifications.

7.13 **Declarant & Builder Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, Builders, or their duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Lots, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant, Builders, and/or other persons engaged in the construction of Residences within the Project. The Declarant and Builders may use vacant Lots and other areas to be used for parking in connection with the showing of model homes or for vehicles necessary for development and construction activities.

ARTICLE VIII – BUDGET & ASSESSMENTS

8.1 **Purpose of Assessments.** Money collected by the Association shall be used for the purposes of promoting the health, safety, and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.

8.2 **Budget.** The Board is authorized and required to adopt an annual budget no later than forty-five (45) days prior to the beginning of each fiscal year. The Board may revise that budget from time to time as the Board deems appropriate. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include contingencies and estimates as the Board deems appropriate. The budget shall be available to Owners, upon request, no later than forty-five (45) days after the adoption of the proposed budget or any revised budget. Owners may disapprove a proposed budget pursuant to the provisions of the Act. During the Control Period, members may not disapprove a budget.

8.3 **Adjustments to Assessments.** In the event the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet the Common Expenses and/or the Attainable Housing Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total. Upon notice of the adjustment, each Owner shall thereafter pay to the Association the Owner's adjusted Assessment.

8.4 **Personal Obligation for Assessment.** Each Owner, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing

Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs, and attorney fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due. During the period of time a Lot is designated as an Exempt Lot, the Owner's assessment obligations shall be released, but only to the extent or scope so determined by the Declarant or by agreements entered into with the Declarant.

8.5 Capital Improvements. Expenses for capital improvements may be included in the regular budget, paid for through Special Assessments, paid for through bond issuance proceeds, paid for via loans, subsidies, or paid for in any other manner as determined by the Board. If capital improvement will solely benefit the Attainable Housing Lots, such expenses shall be paid for by the Attainable Housing Lots.

8.6 Annual Assessments. The Annual Assessments shall be paid by all Lots within the Project and shall be based on the amount of the Common Expenses. Annual Assessments shall be assessed equally against each Lot. Unless otherwise exempted through agreements with Declarant, all Lots shall be assessed the full assessment rate beginning the later of the first day after transfer from Declarant, or beginning the first day following the recording of a plat creating a subdivided and parceled Lot.

8.7 Special Assessments. The Board may levy a Special Assessment against each Lot payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration that benefits the Project as a whole. The Board, in its sole discretion, may levy Special Assessments up to five hundred dollars (\$500) per Lot in a calendar year. Special Assessments over five hundred dollars (\$500) per Lot in a calendar year must be approved and assented to by at least fifty-one percent (51%) of the voting interests held by Owners present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the applicable Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice. Notwithstanding the foregoing, Declarant may levy any Special Assessments in any amount deemed necessary during the Control Period without Owner approval.

8.8 Attainable Housing Annual Assessments. The Attainable Housing Expenses shall be paid by all Attainable Housing Lots and shall be based on the amount of the Attainable Housing Expenses. Attainable Housing Assessments shall be assessed equally against each Attainable Housing Lot.

8.9 Attainable Housing Special Assessments. The Board may levy an Attainable Housing Special Assessment against each Attainable Housing Lot payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any Attainable Housing Expenses not reasonably capable of being fully paid with funds generated by Attainable Housing Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Attainable Housing Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration that solely benefits the Attainable Housing Lots. The Board, in its sole discretion, may levy Attainable Housing Special Assessments up to one thousand dollars (\$1,000) per Attainable Housing Lot in a calendar

year. Attainable Housing Special Assessments over one thousand dollars (\$1,000) per Attainable Housing Lot in a calendar year must be approved and assented to by at least fifty-one percent (51%) of the voting interests held by Attainable Housing Lot Owners present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Attainable Housing Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Attainable Housing Lot Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice. Notwithstanding the foregoing, Declarant may levy any Attainable Housing Special Assessments in any amount deemed necessary during the Control Period without Attainable Housing Lot Owner approval.

8.10 Individual Assessments. Individual Assessments may be levied by the Association against a particular Lot and its Owner for: (a) costs of providing services to the Lot upon request of the Owner; (b) costs incurred in bringing an Owner or the Owner's Lot or Residence into compliance with the provisions of the Governing Documents; (c) fines, late fees, collection charges, interest, and all other costs incurred in enforcing the Governing Documents against an Owner or his Occupants; (d) costs associated with the maintenance, repair, or replacement of Common Areas (including the Attainable Housing Common Areas) caused by the neglect or actions of an Owner or its Occupants; (e) nonpayment of a Reinvestment Fee; (f) any other charge designated as pertaining to an individual Lot in the Governing Documents; and (h) attorney fees, costs, and other expenses relating to any of the above, regardless of whether a lawsuit is filed. 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 an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner's or his/her Occupants' negligence.

8.11 Declarant & Builder Assessment Exemptions. No Lot(s) owned by the Declarant, or a Declarant Affiliated entity shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments. The Declarant shall have the sole discretion to determine whether a Lot is owned by one of its Affiliates and whether such Lot is subject to assessment. Upon written approval from Declarant, Lots owned by a Builder may be designated as Exempt Lots and may be exempt from some or all Assessments until the earlier of: (a) the sale or transfer to a third-party purchaser that does not qualify as a Builder, or (b) the actual occupancy of the Residence after receipt of a certificate of occupancy. Notwithstanding the foregoing, Lots and Residences used exclusively as model homes or sales offices approved by Declarant may also be exempt from some or all Assessments.

8.12 Reinvestment Fee Covenant. A perpetual Reinvestment Fee Covenant is hereby established that obligates all Transferees of Lots to pay the Association a fee that benefits the Lot and Project. The Board shall have the right to establish the Reinvestment Fee assessment amount in accordance with this Section and Utah Code § 57-1-46. The following terms shall govern Reinvestment Fees:

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the Person receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee.

(b) The amount of the Reinvestment Fee shall be established by the Board in the Rules or through a Board resolution. If no amount is otherwise set by the Board, the amount of the Reinvestment Fee shall be the maximum rate permitted by law.

(c) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted under Utah Code § 57-1-46(8).

(d) All transfers of Lots from Declarant to another entity, including a Builder, shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such exemption applies to a specific transfer.

(e) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

8.13 Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

8.14 Statement of Unpaid Assessment. An Owner may request a statement from the Association showing an accounting of all unpaid assessments and charges to the Owner's account. For any valid request, and upon payment of a fee as designated by the Board, the Association shall provide a written statement of account within a reasonable time. A written statement from the Association is conclusive in favor of a Person who relies on the written statement in good faith.

8.15 Account Payoff Fee. The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

8.16 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Lots, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be an Individual Assessment pertaining to that Lot, at the discretion of the Board.

8.17 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses and/or Attainable Housing Expenses for a particular fiscal year proves to be excessive in light of the actual expenses, the Board in its discretion may retain the excess in the Association's operating account as working capital, credit the excess against future Assessments, refund the excess to the Owners equally per Lot, or take other action with the funds permitted under this Declaration, as the Board deems appropriate. The decision of

the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

8.18 **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amounts by Owners shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

8.19 **How Payments Are Applied.** Unless otherwise provided for in the Rules or Board resolution, all payments for Assessments shall be applied to the earliest (or oldest) charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

ARTICLE IX – NONPAYMENT OF ASSESSMENTS & LIABILITY

9.1 **Delinquency.** Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article.

9.2 **Collection Charges and Interest.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules or through Board resolution, the following shall apply: Assessments shall be due and payable on the first (1st) day of each month and shall be considered late if not received by the tenth (10th) day of the month. Accounts with an unpaid balance after the tenth (10th) day of each month shall be charged a late fee of fifty dollars (\$50.00). In addition to late fees, interest may accrue on all unpaid balances, including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and Assessments, at eighteen percent (18%) per annum. The Association may also assess to the Owner a collection charge, late fee, and any other reasonable fee charged by a Manager related to collections.

9.3 **Personal Liability and Joint & Several Liability of Owners.** Owners are personally liable for all Assessments accruing during their time of ownership of a Lot. Owners are also jointly and severally liable for all Assessments accruing related to that Lot prior to their time of ownership of the Lot, including interest, late fees, costs, and attorney fees. An Owner is not liable for any Assessments accruing after he/she has lawfully transferred the Lot to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation in this paragraph is separate and distinct from any lien rights associated with the Lot.

9.4 **Lien.** The Association has a lien on each Lot for all Assessments, which include but are not limited to interest, collection charges, late fees, attorney fees, court costs, and other costs of collection (which shall include all collection costs and shall not be limited by those costs that may be awarded by a court under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association also has a lien on each Lot for all fines

imposed against an Owner by the Association. This lien for fines shall arise when (1) the time for appeal described in Utah Code § 57-8a-208(5) has expired and the Owner did not file an appeal; or (2) the Owner timely filed an appeal under Utah Code § 57-8a-208(5) and the district court issued a final order upholding the fine. The Association's lien shall have priority over every other lien and encumbrance on a Lot except: (1) a lien or encumbrance recorded before this Declaration is recorded; (2) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Lot. The Association may, but need not, record a notice of lien on a Lot.

9.5 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorney fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Lot, and reasonable attorney fees and costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

9.6 Foreclosure. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lots in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

9.7 Homestead Waiver. Pursuant to Utah Code § 57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter. This provision is intended to clarify that the Association's lien securing payment of Assessments and the Association's enforcement rights to collect Assessments shall be senior to, and have priority over, any and all homesteads or exemptions that may otherwise be applicable to the Owner's Lot under Utah law.

9.8 Termination of Delinquent Owner's Rights. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to vote, and (2) rights to receive a utility or other service paid for by the Association.

9.9 Requiring Tenant to Pay Rent to Association. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any Occupant in a Residence for any delinquent Assessment balance more than sixty (60) days late. Each Occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.

9.10 Attorney Fees. In addition to any attorney fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including but not limited to attorney

fees and costs incurred to: (1) obtain advice about a default; (2) collect unpaid Assessments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (5) examine the debtor or others related to collections; (6) monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 or chapter 11 plan for the duration of the plan; (7) file any motions, objections, or other adversary proceedings in a bankruptcy matter and all related activities including seeking and responding to discovery; taking depositions or examinations; introducing evidence, hiring and paying expert witnesses; filing motions, pleadings, and other papers; attending trials, hearings, or other court proceedings, including as reasonably necessarily related to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) foreclose a lien, secure lien rights, or prepare any notice of lien or related documents. This provision is to be construed broadly to permit the Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

9.11 Association Responsibility after Foreclosure. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to any failure to pay Assessments.

ARTICLE X – EASEMENTS & PROPERTY RIGHTS IN COMMON AREA

10.1 General Easements. Subject to all other terms of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Area, subject to any other restrictions related to such use. Such rights and nonexclusive licenses shall be appurtenant to and shall pass with title to each Lot and in no event shall such appurtenant rights be separated therefrom. Any Owner may extend the Owner's right of use and enjoyment to the members of the Owner's family, lessees, and social invitees, as applicable under the Governing Documents. All such rights shall be subject to any Rules established by the Board.

(a) The Association (and Declarant during the Control Period) shall have nonexclusive easements with the right of access over and across each Lot, to make inspections, to prevent or mitigate damage to Common Area and to maintain, repair, replace, or effectuate the restoration of the Common Area and facilities that the Association is responsible for maintaining which are accessible from such Lot. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area and facilities for purposes necessary for the proper operation of the Project.

10.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, internet, water lines, gas lines, sanitary sewer lines, drainage facilities,

telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, Lots, or Owners in the Project are hereby established and dedicated; provided, however, use of said easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and facilities and the Lots by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of the Association or all of the Owners as their attorney-in-fact, to any Person, easements and rights-of-way in, on, over, or under the Common Area and facilities or Lots for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through, or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Lot.

10.3 Easements for Future Development. The Declarant hereby reserves for itself, Builders, and their duly authorized agents, successors, and assigns the non-exclusive right and power to grant any homeowners or condominium association it may designate and their respective members an easement over the Common Areas for the purpose of enjoyment, use, and access.

10.4 Easements & Rights Reserved by Declarant. The Declarant hereby reserves to itself and its assigns the following easements:

(a) The right to install, inspect, maintain, repair, and replace any utilities and infrastructure to serve the Project, including without limitation electricity, water, sewer, phone, communications cables, and storm water drainage systems for the Project and land that becomes part of the Project.

(b) The right to establish and construct facilities and improvements on, over, across, under, and through the Common Areas of the Project including, but not limited to, access roads, streets, sidewalks, pathways, mailbox structures, sprinkler systems and other landscaping changes, improvements and appurtenances (including without limitation, removal of trees and other vegetation subject to any necessary governmental approvals), ponds, drainage facilities, monuments, recreational areas and amenities, parking areas, conduit installation areas, storage facilities for supplies and equipment, earth walls and other roadway supports, lights, and signage.

(c) The right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any property within the Project, including Residences and a perpetual non-exclusive easement of access throughout the Project reasonably necessary to exercise such right.

(d) The right to revegetate and maintain the landscaping in all areas of the Project to the extent necessary, in Declarant's judgment, to beautify the Project, to preserve and

protect its appearance, to control erosion, or to restore the property within the Project to its natural condition. Declarant shall also maintain an easement to construct, operate, maintain, repair and replace storm detention and water quality structures in the Project to adequately control surface water.

(e) The right to construct and maintain offices, prefabricated structures, or other structures for administrative, sales and promotional purposes relating to the Project during the Control Period.

(f) The right to grant easements in gross unto itself or to third parties for the installation and operation of telecommunications, cable, internet, or other similar facilities, lines and equipment; along with the right to record such easements against any or all of the Common Area parcels within the Project at any time during the Control Period.

(g) A permanent and nonexclusive easement for the installation, operation, and maintenance of telecommunications lines, cables, and related infrastructure, which may be located on any area of the project designated as a public utility easement regardless of whether such public utility easement area is located on a Common Area parcel or private Lot. If no public utility easement is designated on a Plat to cross a private Lot, then the easement designated herein may be located on private Lots anywhere Declarant may determine, in its sole discretion. Such telecommunications easement location may be under or through attached Residences. Such easement rights shall be assignable, and/or may be licensed to third parties in exchange for compensation.

(h) Declarant may extend any of the rights it has reserved under this Declaration with respect to development, marketing, and sale of property in the Project to such third parties as it may designate from time to time.

(i) The easement rights designated herein shall be perpetual easements that shall run with all land within the Project and may not be diminished, rescinded or terminated by an amendment to this Declaration without the Declarant's written consent. Accordingly, the easement rights contained in this Section shall be deemed to be fully incorporated into any future amended version of this Declaration, regardless of whether such terms are explicitly stated therein.

10.5 Right to Designate Sites for Governmental & Public Interests. The Declarant may, but is not obligated to, designate sites within the Project for government, education, or religious activities and may convey title to property for those sites in its own discretion. The Declarant may withdraw such property from the Terms and Conditions of the Declaration, but shall ensure that reasonable conditions are placed on the development of such property to protect the interests of the Members. If Declarant's selected sites include previously designated Common Area, or the sites are owned by the Association, then the Board of the Association shall take whatever action is required to permit the Declarant's determined use, including dedication or conveyance of title to the property.

10.6 Easements for Encroachments. If any portion of the Common Area or any common improvement encroaches upon any Lot, or if any structure or fixture encroaches unintentionally upon any other Lot or the Common Area as a result of the manner in which improvements are constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the

part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

10.7 **Blanket Easement.** There is hereby created a blanket easement upon, across, over and under each Lot, Residence, and all Common Areas for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, internet lines, as such utilities are installed in connection with the development of each Lot and the construction of Residences and also to the extent deemed necessary thereafter by the Declarant or the Board provided that the location of any such easements shall not unreasonably interfere with the intended use of such Lot or Residence by the Owner thereof or the intended use of such Common Areas. Pursuant to this easement, a utility or service company may install and maintain facilities and equipment on a Lot, Residence, or elsewhere in the Project, and may affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Residence. Notwithstanding anything to the contrary contained in this Section, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved in advance in writing by the Declarant (or the Board following the expiration of the Control Period).

10.8 **Public Access.** Certain facilities and areas within the Project may be open for use and enjoyment of the public. Such facilities and areas may include, but are not limited to, trails, parks, roads, sidewalks, and medians. The Declarant may designate such facilities and areas as open to the public at the time the Declarant makes them part of the Project, or the Board may so designate at any time thereafter. Notwithstanding the foregoing, the Association shall retain all rights to adopt and enforce Rules and regulations for any Common Areas that may be open to the public.

10.9 **Limitation on Easement.** An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to any other limitation in the Governing Documents and the following:

(a) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area.

(b) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access, and to have rights of ingress and egress over and across any street, parking areas, walkway, or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.

(c) The right of the Association to dedicate or transfer any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Declarant during the Control Period, or afterwards by the Association; provided that such dedication or transfer following the Control Period must first be approved by the affirmative vote or written consent of a majority of all Owners.

10.10 **Views.** Views from Lots and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Lot acknowledges and agrees that there are no view easements or view rights appurtenant to any Lot or the Project. The Declarant

and the Association shall have the right to add trees and other landscaping throughout the Project without being subject to maintaining any Owner's view.

ARTICLE XI – USE LIMITATIONS & CONDITIONS

11.1 **Common Areas.** The Common Areas (including the Attainable Housing Common Areas) shall be used only in a manner consistent with their community nature and applicable Association use restrictions. Owners are restricted from placing or storing any personal property or fixtures within the Common Areas without the Board's written approval. The Board is authorized to adopt Rules that further define and describe prohibited and allowed items in the Common Areas and may set different standards for different types of Common Areas or locations.

11.2 **Signs.** The Association may regulate and restrict signs in the Project to the extent permitted by law in the Rules. Unless otherwise designated in the Rules, lawn signs are prohibited, except "For Sale", "For Rent", or political signs (as defined by the Act) that may be placed outside the main entry of a Residence, or as directed by the Board. All other signs may only be erected or maintained on the Project, whether in a window or otherwise, with the prior written approval of the Board. Signs may not exceed a total of five square feet in size. These sign restrictions shall not apply to entry, directional, marketing, or other signs installed by Declarant or a Builder.

11.3 **Flags.** The Association may regulate and restrict flags in the Project to the extent permitted by law in the Rules. In adopting Rules pertaining to flags, the Association shall comply with all Federal and State laws.

11.4 **Nuisance.** No noxious or offensive activity shall be carried on within the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Lots. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule, or regulation of any local, city, county, state, or federal body. The Board may adopt rules that further describe the activities that are deemed to be nuisances within the Project and the Board shall have the authority and discretion to determine whether a particular activity is a nuisance. Any violation of the Governing Documents shall be deemed a nuisance.

11.5 **Temporary Structures.** No structure or building of a temporary character, including a tent, trailer, or shack, shall be placed upon the Project or used therein unless it is approved by the Board or DRC as applicable. The Declarant shall be exempted from this provision during the Control Period. Trailers, temporary construction offices, sheds, and other similar temporary structures may be permitted for construction purposes during the actual construction of structures or improvements if approved by the Declarant or the DRC.

11.6 **Parking.** Vehicles shall not be parked in any location within the Project which would impair vehicular or pedestrian access or snow removal. The Association is hereby empowered to establish Rules governing the parking within the Project including the designation of "no parking" areas. Rules relating to the parking of vehicles may include, but are not limited to: (1) Rules allowing or causing to be removed any vehicles that are improperly parked, (2) restrictions on the type and condition of vehicles in any customary or temporary parking, (3) restrictions on the time period and duration of temporary parking, (4) restrictions on performing vehicle maintenance or repair outside of enclosed garages, (5) restrictions on

recreational vehicle parking, (6) restrictions on garage storage that obstructs the full parking capacity of the garage, and (7) the assessment of fines to Owners who violate the Rules or the assessment of fines to Owners whose guests violate such Rules.

11.7 Unsightly Items. All areas outside of Residences shall be kept in a clean and orderly fashion. All refuse, garbage and trash shall be kept at all times in a covered container when left outside of a Residence. No observable outdoor storage of any kind shall be permitted on patios, balconies, front yards, porches, etc. Outdoor furniture and other exterior items shall conform with standards set by the Board or the DRC, which may include the regulation of colors, materials, and product types. The Board may adopt Rules that vary or expand the provisions in this Section.

11.8 Animals. Up to two (2) domestic pets may be kept on Lots or in Residences in conformance with local government requirements. The Board may adopt additional Rules for the regulation of animals and pets within the Project, including but not limited to, the use of Common Areas by animals, the liability of individual Owners for damage caused by their animals, registration requirements, the use of leashes, and fines for the violations of such rules. No animal may be kept that causes a nuisance or threatens the health or safety of other Owners. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Lot and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied, tethered, or left alone in Common Areas and shall be leashed or restrained whenever outside a Residence. The Association may levy Individual Assessments to Owners for any damages to the Common Areas and landscaping caused by a pet.

11.9 Residential Occupancy. No trade or business may be conducted in or from any Residence without Board approval unless:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from any other Residence or Lot;
- (b) The business activity conforms to all zoning and legal requirements for the Project and the business activity;
- (c) The business activity does not involve persons coming onto the Project who do not reside in the Project in a manner and/or amount that would constitute a nuisance;
- (d) The business activity does not involve the solicitation of Occupants or Owners of the Project;
- (e) The business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Owners and Occupants of the Project;
- (f) The business activity will not result in the increase of the cost of any of the Association's insurance;
- (g) The Owner of the Lot resides in the Residence in which the business activity is proposed for the entire time any business activity is conducted; and
- (h) The Board's requests for information related to the business as necessary to determine compliance with this paragraph are responded to fully and completely.

11.10 **Leasing.** For the purposes of this Section 11.10, the term "lease" shall refer to any agreement for the leasing, rental, or occupancy of a Residence.

(a) Lots (Excepting Attainable Housing Lots). The leasing of Lots (excepting Attainable Housing Lots) is permitted, subject to the restrictions contained herein and any Rules adopted by the Board. All leases shall be in writing. A copy of the lease agreement shall be provided to the Board or Manager within fourteen (14) days of the lease being signed, along with the name and contact information for all adult tenants and any other information deemed necessary by the Board. Tenants shall be provided with copies of the Governing Documents. No Owner shall be permitted to lease his/her Residence for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than six (6) months. Daily, weekly, or other short-term rentals are prohibited. Subleasing is prohibited. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. No Owner may advertise a lease that, if entered into, would violate this Section. Within ten (10) days after delivery of written notice from the Association to the Owner of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of the Owner's intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. The Owner of a Residence shall be responsible for the tenant's or any guest's compliance with the Governing Documents and the Owner and tenant shall be jointly and severally liable for any fines for violations thereof. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a tenant, and for any costs incurred by the Association in connection with any action under this Subsection 11.10(a), including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Residence which may be collected and foreclosed on by the Association.

(b) Attainable Housing Lots.

(i) **Deed Restrictions and Affordability Covenants.** The Attainable Housing Lots are subject to leasing restrictions contained in the Deed Restriction and Affordability Covenants which disallow leasing of Attainable Housing Lots except in limited and specific circumstances. Attainable Housing Lot Owners shall at all times abide by the leasing restrictions and lease terms contained in the Deed Restriction and Affordability Covenants and are subject to the penalties outlined in such covenants for violations of the leasing restrictions.

(ii) **Association Restrictions.** In addition to the leasing restrictions contained in the Deed Restriction and Affordability Covenants, the leasing of Attainable Housing Lots is also subject to the restrictions contained herein and any Rules adopted by the Board. All leases shall be in writing. A copy of the lease agreement shall be provided to the Board or Manager within fourteen (14) days of the lease being signed, along with the name and contact information for all adult tenants and any other information deemed necessary by the Board. Tenants shall be provided with copies of the Governing Documents. No Owner shall be permitted to lease his/her Residence for transient, hotel, or seasonal purposes. All leases shall be for an initial term at least thirty (30) days. Daily, weekly, or other

short-term rentals are prohibited. Subleasing is prohibited. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. No Owner may advertise a lease that, if entered into, would violate this Section. Within ten (10) days after delivery of written notice from the Association to the Owner of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of the Owner's intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. The Owner of a Residence shall be responsible for the tenant's or any guest's compliance with the Governing Documents and the Owner and tenant shall be jointly and severally liable for any fines for violations thereof. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a tenant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Residence which may be collected and foreclosed on by the Association. Because the Attainable Housing Lots are subject to separate recorded Deed Restriction and Affordability Covenants, making any violation of this Subsection 11.10(b) particularly consequential, the Association is permitted to, but not required to, adopt fines for violations of this Subsection 11.10(b) that are different than fines for violations of Subsection 11.10(a). The Association is also permitted to take different and tailored enforcement action for violations of this Subsection 11.10(b) than for violations of Subsection 11.10(a).

11.11 Timeshares and Fractional Use Prohibited. No Lot shall be owned or used for time sharing, including but not limited to, a "timeshare interest" as that term is defined in Utah Code §57-19-2(27), or shall be divided into, leased, sold, conveyed, or used for time period intervals. No Lot shall be owned or used for interval or alternating use of the Lot (particularly if such occupancy is scheduled through a third party) regardless of whether such use is between joint Owners, holders of an ownership interest in an entity that owns the Lot, or between the family, friends, or invitees of such individuals. The Board shall have the sole discretion to determine whether a violation of this Section has occurred.

11.12 No Subdivision. No Lot shall be split, subdivided, or separated into two (2) or more Lots or Residences or property interests (whether temporally or spatially), and no Owner of a Lot shall sell or lease part thereof. No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Lot without the consent of Declarant or Association. No subdivision Plat or covenants, conditions, or restrictions related to any Lot, any Residence, or the Project shall be recorded on the Project unless the Board and/or Owners (as required in this Declaration) have first approved the Plat or the proposed covenants, conditions, or restrictions. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section shall be null, void, and of no legal effect.

11.13 Lighting. The Board may adopt Rules setting forth exterior lighting standards and regulation throughout the Project. If such rules are adopted, then exterior lighting fixtures

and walkway and landscaping lights shall be allowed only to the extent approved by the Board or the DRC.

11.14 Solar Energy Equipment.

(a) Solar energy systems are prohibited from being constructed or installed on Lots unless approved by the Board through adopted Rules or Design Criteria. Any such Rules or Design Criteria must require that the installation be an integral and harmonious part of the architectural design of the Lot, Residence, building, or adjacent buildings. Solar panels or other equipment shall not be installed so as to be visible from the front yard facing streets in the Project without prior approval from the DRC as a variance. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. If an approved solar energy system (installation, operation, maintenance, or otherwise) causes costs to the Association, then the Board may allocate these costs to the Owner(s) who requested or benefit from the solar installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as an Individual Assessment. The DRC or the Board shall have the sole discretion to determine compliance with the Rules, Design Criteria, and this Section.

11.15 Hazardous Substances. Owners shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, on or within the Project, that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept on a Lot or Residence which will result in the cancellation of insurance or which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any hazardous substances located under or upon or migrating into, under, from, or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner.

11.16 Variances. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion: (i) that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce, or (iii) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Association or other Owners and Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by the President of the Association. No variance may be granted that is inconsistent with the Act.

11.17 Declarant Exemption. Declarant or Declarant Affiliates as Owners of Lots, shall be exempt from the restrictions contained in this Article.

ARTICLE XII – INSURANCE

NOTICE: The Association’s insurance policies do not cover Residences, the personal property of the Owners or their Occupants, or the personal liability of the

Owners or their Occupants. Owners and Occupants are required to obtain adequate insurance to cover their Residences, personal property, and personal liability.

12.1 **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

12.2 **Property Insurance.** The Association shall maintain a blanket policy of property insurance covering any insurable improvements on the Common Areas, including the Attainable Housing Common Areas, in the amount of not less than one hundred percent (100%) of the full replacement cost of the insured property. The Association may maintain broader coverage if afforded by the insurance contract.

12.3 **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, the Declarant, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owners' membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one individual or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

12.4 **Directors' and Officers' Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Association and its Board, committee members, and officers, and the Declarant against claims of wrongful acts and mismanagement. To the extent reasonably available, this policy may include coverage for: (1) failure to maintain adequate reserves, (2) failure to maintain books and records, (3) failure to enforce the Governing Documents, (4) breach of contract, (5) volunteers and employees, (6) monetary and non-monetary claims, (7) claims made under fair housing act or similar statutes or that are based on discrimination or civil rights claims, and (8) defamation. In the discretion of the Board, the policy may also include coverage for the Manager and its employees and may provide that such coverage is secondary to any other policy that covers the Manager or its employees.

12.5 **Theft and Embezzlement Insurance.** The Association may obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association in the discretion of the Board.

12.6 **Workers' Compensation Insurance.** The Board shall purchase and maintain in effect workers' compensation insurance for all employees, if any, of the Association to the extent that such insurance is required by law or as the Board deems appropriate.

12.7 **Other Insurance.** The Association may purchase earthquake, flood, volunteer risk, or other types of insurance that may benefit the Project, as the Board deems appropriate.

12.8 **Right to Negotiate All Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association and shall not be payable to a holder of a security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance

proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete, any remaining proceeds shall be paid to the Association. If proceeds remain after necessary action are taken to repair the property, then such proceeds may either be distributed to the Owners and lien holders, as their interests remain with regard to the Lots, or kept as credits to each Owner's account. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of an Owner.

12.9 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and, upon written request, to any Owner or Lender.

12.10 **Named Insured.** The named insured under any policy of insurance shall be the Association. The Declarant shall be listed as an additional insured on all of the Association's insurance policies. Each Owner shall also be a named insured under the Association's insurance policies as required by law.

12.11 **Right of Action.** Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against any Person or entity at fault for the loss.

12.12 **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to the Association.

ARTICLE XIII – DESTRUCTION OF IMPROVEMENTS

13.1 **Reconstruction.** In the event of partial or total destruction of any Common Area structure, improvement or fixture within the Project, the Board may contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Common Area in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements. In doing so, the Board shall determine and liquidate the amount of insurance proceeds, if any.

13.2 **Negotiations with Insurer.** The Association shall have full authority to negotiate in good faith with representatives of the insurer with regard to any totally or partially destroyed Common Area structure or improvement, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

13.3 **Repair of Lots.** Installation of improvements to, and repair of any damage to those structures, improvements, facilities and elements of privately owned Lots shall be made

by and at the individual expense of the Owner of each affected Lot and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable, and in a lawful and workmanlike manner.

13.4 **Priority.** Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Lot as to any portion of insurance proceeds allocated to such Lot.

ARTICLE XIV – AMENDMENTS

14.1 **Amendments by Declarant.** During the Control Period, or so long as the Declarant or one of its Affiliates owns one or more Lots in the Project, the Declaration may be amended or supplemented solely by the Declarant. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant or one of its Affiliates owns one or more Lots in the Project. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

14.2 **Amendments by Association.** After all of Declarant's and its Affiliate's Lots have been sold to third parties, and after the expiration of the Control Period, this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. Notwithstanding, the foregoing, the Members' authority to amend Articles XV (Special Declarant Rights) and XVI (Dispute Resolution) of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of Articles XV and XVI shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

14.3 **Necessary Amendments.** Declarant or the Association may unilaterally amend this Declaration without Owner vote or consent if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, state, or federal governmental agency; (c) to correct any scrivener's errors, make technical corrections, correct mistakes or to remove/clarify ambiguities, or (d) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots or Residences subject to this Declaration. However, any such amendment occurring after the Control Period shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

14.4 **Amendments Requested by Governmental Agency or Federally-Chartered Lending Institutions.** Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such

an amendment as a condition precedent to such agency's approval of this Declaration or such agency's approval of the sale of property within the Project, or by any federally-chartered lending institution as a condition precedent to lending funds upon the security of any Lots or Residences in the Project. Any such amendment shall be adopted by a recorded instrument duly signed by Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Such amendment(s) shall be binding upon the Project and all persons having an interest therein.

14.5 Changes to Plats or Boundaries of the Association. During the Control Period, the Declarant may unilaterally approve and/or cast all necessary votes to approve an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Lot(s) or Common Area. Following the Control Period, the Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Lot(s) or Common Area upon the approval by vote of sixty-seven percent (67%) of Owners in the same manner as required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including deleting, adding, or modifying Common Area, or other changes in the layout of the Project. If any such amendment affects any boundary of a Lot, that Owner of the modified Lot must consent in writing. If the approval required herein is obtained, each and every Owner: (1) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat, (2) grants the Association power of attorney to sign necessary documents on each Owner's behalf as necessary for the agreement, amendment, or correction, and (3) consents that the president of the Association, on behalf of the Association and its Board, has the authority to execute any such amended Plat, supplemental Plat, or correction to the Plat on behalf of the Association and all Owners in the Project.

14.6 Validity of Amendments. This Declaration and any amendment thereof shall be presumed to have been validly voted upon and adopted upon recordation in the office of the Utah County Recorder. Any challenge to this Declaration or an amendment must be made within six (6) months of its recordation, after which any claim or defense based upon the alleged invalidity, or procedural irregularity regarding the adoption of the Declaration or an amendment shall be deemed waived. An Owner that takes title to a Lot subsequent to the recording of this Declaration or any amendment shall take title subject to all recorded documents and shall not have standing to challenge the validity or adoption of any prior recorded documents by way of affirmative claim or defense. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XV – SPECIAL DECLARANT RIGHTS

15.1 Improvements. Declarant hereby reserves the right, without obligation, to construct:

- (a) Any Improvements shown on the Plat or that Declarant elects to include within the Project; and
- (b) Any other buildings, structures, or improvements that Declarant desires to construct on the Project.

15.2 Expandable Project. The Declarant herewith expressly reserves the right and option to expand the Project by the addition of additional land, or portions thereof, and Lots and Residences to be constructed thereon, in accordance with the provision of this Section.

- (a) The Project may be expanded by the addition of all or a portion of the real property designated by Declarant, such real property or portions thereof where applicable being referred to as “additional land.”
- (b) Expansion of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Owner.
- (c) Declarant’s right to expand the Project shall not expire until the Declarant elects in writing to not add additional land to the Project.
- (d) Additional land may be added in total or in part, in any order, by using any procedure or manner as Declarant may determine.

15.2 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents and such rights arise separate from, and in addition to any rights that arise from being an Owner. The Special Declarant Rights shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law, which may exceed the termination of the Control Period:

- (a) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- (b) the right to use easements throughout the Common Areas as set forth in this Declaration;
- (c) the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- (d) the right to transfer Common Areas, including open space or other parcels of real property to the local government or municipality;
- (e) the right to designate parcels for religious use and convey title to those properties to religious institutions;
- (f) the right to convert any part of the Project to a different regime of residential or commercial ownership;
- (g) the right to create or designate additional Common Area or Attainable Housing Common Area within the Project, including the right to dedicate Attainable Housing Common Area for Declarant’s exclusive use;
- (h) the right to create or designate any number of Attainable Housing Pods in the Project and in any location in the Project;
- (i) the right to be reimbursed by the Association for any expenses incurred in constructing amenities or Common Area improvements within the Project;
- (j) the exclusive right to act as the Board of Directors, or appoint or remove Board members during the Control Period;

- (k) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents;
- (l) the right to set all Assessments for the Association;
- (m) the right to set all fines and fees for the Association including but not limited to collection fees, reinvestment fees, architectural review fees, and fines for violations of Association Rules;
- (n) the right to add or withdraw land from the Project;
- (o) the exclusive right to amend the Declaration, Bylaws, Plat and Rules of the Association without approval from any Members;
- (p) the right to create, amend, change, or modify any Plat, subject to necessary approvals from any applicable municipality or government agency;
- (q) the right to cast all required votes on behalf of all Owners for the approval of a transfer or conversion of the Common Area as may be required by Utah State law;
- (r) the right to designate Exempt Lots;
- (s) the right to create benefited areas and assign Lots thereto;
- (t) the right to lend money to the Association and be reimbursed pursuant to the terms of any contract or promissory note entered into governing the same;
- (u) the right to exert any right allowed to the Board or the Association pursuant to the Act and this Declaration;
- (v) the right to make and adopt Association Rules without being subject to the requirements of Utah Code § 57-8a-217; and
- (w) pursuant to Utah Code § 57-8a-211(10), Utah Code § 57-8a-211(2) through (9), shall not apply or have any effect during the Control Period, and the Declarant shall have no duty whatsoever to obtain a Reserve Analysis, or to fund any Reserve Fund during the Control Period.

15.3 Exercising Special Declarant Rights. Declarant may exercise the Special Declarant Rights at any time prior to the expiration of the Control Period or as such longer period as is applicable under the terms of the Declaration. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Association or any of the Owners.

15.4 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rule that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

15.5 Limitation on Improvements by Association. Until the expiration of the Control Period, neither the Association nor the Board shall, without the written consent of Declarant, make any Improvement to or alteration in any of the Common Area created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be

necessary to properly maintain the Common Area as originally constructed or created by Declarant.

15.6 Transfer of Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person or Builder in whole or in part through a written agreement. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor or designated Builder assignee. A contract transferring a Declarant's rights may, but shall not be required to, be recorded in the office of the Utah County Recorder.

15.7 Changes by Declarant. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot prior to the contracting for the conveyance of the Lot to a purchaser.

15.8 Voting. During the Control Period, any matter voted upon by the Owners shall not become effective unless the matter is approved in writing by the Declarant.

15.9 Easements Reserved to Declarant. Declarant reserves unto itself and its successors and assigns the following easements and rights:

(a) Non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) An easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) A non-exclusive easement and right-of-way in, through, over and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

(e) The right to dedicate all Project roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

(f) The right to complete all construction and improvements of any portion of the Project that remains incomplete or unbuilt by a Builder. Builders are required to complete all roadways and utilities in a manner so as to not interfere with the access within the Project, or the ordinary development of the Project. Accordingly, all Builders hereby agree, consent, and convey to Declarant a perpetual and nonexclusive easement over, across, through, and right to enter all parcels of property owned by Builders with the concurrent right to complete all incomplete roadway, utility, parking, and related improvements in Declarant's sole discretion. Declarant shall have the right to charge Builders all direct costs and expenses incurred in exercising the rights contained in this Section and completion of improvements that are the responsibility of Builders.

(g) The right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) The right to grant easements in gross unto itself or to third parties for the installation and operation of utility lines and equipment; along with the unilateral right to execute and record such easements against any or all of the Common Area parcels within the Project at any time during the Control Period.

(i) A permanent and nonexclusive easement for the installation, operation, and maintenance of telecommunications lines, cables, and related infrastructure, which may be located on any area of the Project designated as a public utility easement regardless of whether such public utility easement area is located on a Common Area parcel or private Lot. If no public utility easement is designated on a Plat to cross a private Lot, then the easement designated herein may be located on private Lots anywhere Declarant may determine, in its sole discretion. Such telecommunications easement location may be under or through attached Residences.

15.10 No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents, and specifically in this Article, shall not be substantively or procedurally altered without the written consent of the Declarant until at least six (6) years have passed after the Control Period has ended, at which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of this Article without the consent of the Declarant.

ARTICLE XVI – DISPUTE RESOLUTION

16.1. Mandatory Alternative Dispute Resolution Without Litigation.

(a) Bound Parties. The Declarant; the Association; the Owners; Builders; and the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing; any other person subject to this Declaration; and any other person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all Bound Parties to encourage the amicable resolution of Claims without the emotional and financial costs of litigation or the toll or market taint such litigation can have on the value and marketability of the Project and/or the Lots that may be involved or impacted. Accordingly, each Bound

Party agrees not to file suit in any court with respect to a Claim defined in subsections (b) and (c), unless and until it has first submitted such Claim to, and fully complied with, the alternative dispute resolution procedures set forth in Section 16.2 in a good faith effort to resolve such Claim.

(b) Claims. As used in this Article, the term “Claim” means any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(iii) the design or construction of improvements on the Project, other than matters of aesthetic judgment to be determined by the Association or ACC under the Design Criteria and other provisions hereof, which shall not be subject to review and shall not be subject to this Article; or

(iv) construction defects or allegations of construction defects.

(c) Exclusion from Definition of Claims. The following shall not be considered “Claims” unless all Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of Article VII of this Declaration (relating to the Design Criteria);

(iii) any suit that does not include the Declarant, any Affiliate of the Declarant, or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 16.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim’s statute of limitations to comply with this Article;

(vi) any suit or dispute between the Declarant or an Affiliate of Declarant and a builder, developer, contractor(s), subcontractor(s), or any other party contracted by the Declarant or an Affiliate of the Declarant in connection with the development of the Project; and

(vii) any suit or dispute involving a governmental entity as a party.

16.2. **Mandatory Dispute Resolution Procedures.**

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant’s proposed resolution or remedy;
- (iv) that the person alleged to be responsible for the acts giving rise to the Claim shall have six (6) months to cure or resolve the Claim; and
- (v) the Claimant’s desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Right to Cure. For any Claim arising from a dispute over the construction of improvements within the Project, the Claimant shall provide Respondent six (6) months to rectify alter, or fix the claimed defect(s) in the improvements. The expiration of this six-month cure period shall be a prerequisite to Claimant’s ability to initiate litigation as permitted under Section 16.3 below. For all Claims involving alleged defects in construction, the negotiation, mediation, and settlement requirements shall remain in effect during the cure period, however, the mediation deadline set forth in subsection (d) below shall be extended to expire on the same date the cure period expires.

(c) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(d) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent mediator providing dispute resolution services predominately in Utah. Each Bound Party shall present the mediator with a written summary of the Claim or will otherwise comply with the mediator’s proscribed procedures and requirements for mediating claims.

(i) Waiver of Claim for Failure to Appear or Participate. If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(ii) Termination of Mediation Proceedings. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of

termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iii) Costs of Mediation. Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

(e) Settlement. Any Claim settled through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate such proceedings as are necessary to enforce such agreement without the need to comply again with the procedures set forth in this Article.

16.3. Initiation of Litigation by Association. The requirements of this Section are intended to be in addition to those requirements set forth in § 57-8a-229 of the Act. After expiration of the Control Period, the Association may not bring a legal action against the Declarant, a Board, a Builder, an employee, an independent contractor, an agent of the Declarant, or the previous Board related to the Control Period, unless the Association first satisfies the requirements set forth in § 57-8a-229 of the Act and well as the following provisions:

(a) The Right to Cure period set forth in Section 16.2(b) above has expired;

(b) the legal action is approved in advance at a meeting by Owners holding at least 51% of the voting interests of the Association:

(i) Owners may be represented by a proxy specifically assigned for the purpose of voting to approve or deny the proposed legal action at the meeting. Any such proxy shall not be valid unless the proxy is notarized with each Owner certifying that they have received and reviewed the information required by Section 16.4(a) and (b) below.

(c) the Association provides each Owner with the items described in Section 16.4(a) and (b), below;

(d) the Association establishes a trust account, described in Section 16.4(c) below; and

(e) the Association first goes through the procedures described in Section 16.2 above, giving notice and an opportunity to resolve the dispute that is the basis of the Claim and proposed legal action.

(f) The procedures and approval required in the preceding subsections (a) through (e) shall not be required for actions or proceedings:

(i) initiated by Declarant during the Control Period on behalf of the Association;

(ii) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;

(iii) initiated to challenge ad valorem taxation or condemnation proceedings (including bringing an action for inverse condemnation);

(iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended without the written consent of the Declarant for a period of 10 years following the expiration of the Control Period. Any such amendment shall also be approved by a vote of 67% of the voting interests of the Association.

16.4. Informed Vote. Before the Owners, as Members of the Association may vote to approve the filing of a legal action for a Claim, the Association shall first provide each Owner with:

(a) A written notice stating:

(i) that the Association is contemplating legal action;

(ii) the percentage vote required for approval of the litigation;

(iii) the date, time, and location of any Member meeting that has been scheduled to discuss the litigation or to vote on the approval of the litigation;

(iv) a description of the claims that the Association desires to pursue in sufficient detail to permit each Member to reach an informed decision on the litigation matter; and

(b) A written report from an attorney licensed to practice in Utah, which provides an assessment of:

(i) The likelihood that the legal action will succeed;

(ii) The likely amount in controversy in the legal action;

(iii) The likely cost of resolving the legal action to the Association's satisfaction; and

(iv) The likely effect the stigma of a legal action will have on value or on an Owner's ability to market for sale, or a prospective Lot buyer's ability to obtain financing for a Lot due to a pending legal action.

(v) In providing this report, the attorney shall obtain and rely on reports and assessments from experts in their field such as construction, real property, sales, or any other relevant factor in the contemplated litigation.

(c) Before the Association commences any legal action as authorized above, the Association shall:

(i) allocate an amount equal to 25% of the cost estimated to resolve the Claim not including attorney fees; and

(ii) place the 25% allocated funds in a trust account that the Association may only use to pay the costs to resolve the Claim.

Sections 16.3 and 16.4 do not apply if the Association brings a legal action that has an amount in controversy of less than \$25,000.00.

16.5 **Strict Compliance Required.** Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions in this Article. The Bound Parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant Party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Article, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. If any claims or actions falling within the scope of this Article are filed without satisfying all of the requirements set forth above, such claims or actions shall be dismissed without prejudice and shall not be re-filed unless and until all such pre-litigation requirements have been satisfied.

16.6 **Owner Warranties.** The Declarant may provide certain warranties to the Owners related to a Lot purchased. The first Owner of a Lot to whom any warranty is issued, or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty, and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties against the Declarant, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

16.7 Unless specifically set forth in this Declaration, no action may be brought by the Association, its Board, or its officers on behalf of an Owner with respect to any cause of action or claims relating to the Common Areas.

16.8 ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS ARTICLE AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS ARTICLE.

16.9 The dispute resolution restrictions contained in this Article shall not be amended, altered, or eliminated from the Declaration without the written consent of the Declarant for a period of ten (10) years after the expiration of the Control Period.

ARTICLE XVII – INTERPRETATION, CONSTRUCTION, & APPLICATION

17.1 **No Waiver.** No delay or failure by the Association or by any Owner to enforce any Term and Condition, restriction, right, remedy, power, or provision herein contained, or contained in other Governing Documents, in any certain instance or on any particular occasion (or partial exercise thereof) shall be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Term and Condition, restriction, right, remedy, power, or provision. No Association delay or failure to demand strict adherence to the terms, restrictions or provisions of the Governing Documents shall be deemed to constitute a course of conduct inconsistent with the Association's right at any time, before or after an Owner violation or breach, to demand strict adherence to the Terms and Conditions, restrictions, or provisions of this Declaration or other Governing Document.

17.2 **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the

Plat, the Articles, the Bylaws, and then the Rules. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified only to the extent necessary to come into compliance with the Act.

17.3 Interpretation of Declaration and Applicability of the Act. The Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

17.4 Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief that may be provided by law simultaneously, consecutively, or alternatively.

17.5 Severability. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.

17.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of the Project and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Declarant, the Association, any Owner, or any other Person subject to their terms.

17.7 Applicable Law. The Association is specifically made subject to the Act and Utah law. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.

17.8 Gender and Number. Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

17.9 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations, and the like applicable thereto. The Declarant, Association, and Board shall have no liability whatsoever if any Term and Condition is determined to be unenforceable in whole or in part for any reason.

ARTICLE XVIII – GENERAL PROVISIONS

18.1 **Enforcement.** The Declarant, the Association, or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.

18.2 **Interpretation of the Covenants.** Except for judicial construction, the Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

18.3 **Attorney Fees.** If the Association utilizes legal counsel to enforce or interpret (i.e. defending against declaratory actions) any Term and Condition, or after an Owner communicates or demonstrates an intent not to comply with a Term and Condition, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner as an Individual Assessment, regardless of whether a lawsuit is initiated or not. The term “costs” as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. “Costs” is specifically defined in this Declaration to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

(a) **No Attorney Fee Awards for Certain Claims.** Notwithstanding any other language or provision to the contrary in this Declaration, in the event of any litigation or arbitration relating to or arising out of the Project, the Association, or the Governing Documents that is initiated by, or involves claims asserted on behalf of, an Owner or the Association against Declarant, any Affiliate of Declarant, a Builder, Declarant’s successors-in-interest, or any of the Declarant’s members, officers, managers, or directors, no award of attorney fees, expert witness fees, or costs shall be made to the prevailing party. Each party in any such litigation or arbitration shall be responsible for payment of its own attorney fees, expert witness fees, and costs regardless of which party prevails.

18.4 **Notices.** Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. The use of the terms “notice” or “written notice” in this Declaration or other Governing Document shall include notices sent via email, text, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or any notice otherwise physically received by an Owner.

Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Association’s Manager, an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the

Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

18.5 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes 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 Members entitled to cast the required percentage of membership votes. The Association may also use any other method allowed under Utah law and the Utah Revised Nonprofit Corporation Act to obtain votes without a meeting.

18.6 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

18.7 Owner & Builder Liability and Indemnification. Each Owner and Builder shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act that Owner or Builder, or any intentional or negligent act of any Occupant of that Owner's Residence, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner and Builder, by acceptance of a deed to a Lot, agrees personally to defend, indemnify, and hold harmless each and every other Owner and Occupant against, any claim of any Person for personal injury or property damage occurring within the Lot of the indemnifying Owner, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's or such other Owner's liability insurance carrier; or (b) the injury or damage occurred by reason of the intentional act of the Association or the Person bringing the claim.

18.8 Consent, Power of Attorney, and Waiver. By acceptance of a deed, lease, or other conveyance of an interest in a Lot, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat, and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect

the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.9 Condemnation. If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, then that Lot's voting interest shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

18.10 Dissolution. The Association may be dissolved by the affirmative assent in writing Owners holding at least ninety percent (90%) of the voting interests of the Association. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in this Declaration. The dissolution of the Association shall have no effect on the Deed Restriction and Affordability Covenants recorded against the Attainable Housing Lots.

18.11 Security. The Declarant and the Association shall in no way be considered an insurer or guarantor of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage to Owners or their personal property for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. By purchasing a Lot in the Project and/or residing in the Project, Owners and Occupants agree that the Association and the Declarant are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property, to the extent any such damages are not covered by insurance. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE DECLARANT HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

18.12 Fair Housing Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the

Project that are otherwise prohibited by the Governing Documents, as required under State or Federal Fair Housing Acts, to accommodate a Person with a disability (as defined by State or Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Lot, the Common Area and facilities, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to any other Person or Owner.

18.13 **Effective Date.** This Declaration and any amendment hereto, shall take effect upon its filing in the office of the Utah County Recorder.

* * * *

IN WITNESS WHEREOF, the undersigned has executed and adopted this Declaration as of this ____ day of _____, 2026.

DECLARANT
BELLE STREET INVESTMENTS, LLC
a Utah limited liability company,

Signature: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

COUNTY OF _____)

On the ____ day of _____, 2026, _____ [Name] personally appeared before me, who by me being duly sworn, did say that he/she is an authorized representative of Belle Street Investments, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: _____

EXHIBIT A
LEGAL DESCRIPTION

All of the Triumph Phase 1 Plat as recorded in the Office of the Utah County Recorder, and more particularly described as:

BOUNDARY DESCRIPTION

A part of the Northeast, Southeast, and Southwest Quarters of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at the North 1/4 Corner of Section 19 Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence along the Section Line S89°55'59"E 946.76 feet to the Northwest Corner of that Special Warranty Deed recorded December 17, 2020 as Entry No. 201726-2020 in the Utah County Recorder's Office; thence along said Deed S01°59'21"W 828.69 feet; thence N88°00'39"W 53.00 feet; thence N01°59'21"E 4.94 feet; thence N89°49'10"W 644.79 feet; thence N00°10'50"E 76.38 feet; thence N89°49'10"W 162.00 feet; thence S00°10'50"W 3,256.28 feet; thence along the arc of a curve to the right with a radius of 1,561.00 feet a distance of 491.07 feet through a central angle of 18°01'28" Chord: S09°11'34"W 489.04 feet; thence S18°12'18"W 335.10 feet; thence along the arc of a curve to the left with a radius of 1,439.00 feet a distance of 111.74 feet through a central angle of 04°26'57" Chord: S15°58'49"W 111.72 feet; to a point of compound curvature; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.65 feet through a central angle of 82°42'14" Chord: S27°35'47"E 19.82 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 276.50 feet a distance of 17.52 feet through a central angle of 03°37'53" Chord: S67°07'58"E 17.52 feet; thence S24°40'59"W 53.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S24°40'59"W) a distance of 27.31 feet through a central angle of 104°19'34" Chord: S62°31'12"W 23.69 feet; to a point of compound curvature; thence along the arc of a curve to the left with a radius of 1,439.00 feet a distance of 187.26 feet through a central angle of 07°27'21" Chord: S06°37'44"W 187.12 feet; thence S02°54'04"W 100.05 feet to a northerly line of that Correction Affidavit recorded October 16, 2007 as Entry No. 148895:2007 in the Utah County Recorder's Office; thence along said Affidavit the following two (2) courses: (1) N89°48'33"W 122.14 feet; thence (2) N02°54'04"E 1,279.81 feet; thence S89°51'23"E 254.43 feet; thence N00°10'50"E 3,999.68 feet to the point of beginning.

Contains: 28.18 acres+/-

Parcel numbers not yet assigned.

EXHIBIT B

BYLAWS OF TRIUMPH HOMEOWNERS ASSOCIATION

These Bylaws of Triumph Homeowners Association are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted in order to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Triumph and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Covenants, Conditions and Restrictions for Triumph.

ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any Lot or Residence, or the mere act of occupancy or use of any of said Lots, Residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Control Period, but the Declarant may hold Annual Meetings at its discretion.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than thirty-three percent (33%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within forty-five (45) days of receipt of a valid Owner request. During the Control Period, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings.** The Board may designate any place in Utah that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and location (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if the Owner has fully paid the Owner's Assessment account (together with interest or other fees) at least forty-eight (48) hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The Persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** Any number of Owners present in person or by proxy at a meeting called and held in compliance with the requirements of these Bylaws shall constitute a quorum for the transaction of business and adoption of decisions. The vote of the Owners representing

a majority of the voting interests of the Owners in attendance in person or by proxy shall decide any question or action brought before the meeting. Notwithstanding the foregoing, if the Act, the Articles of Incorporation, the Declaration (as may be amended), or these Bylaws require a fixed percentage of Owners' voting interests to approve any specific action (e.g., amending Governing Documents), that percentage shall be required to approve such action.

3.8 Proxies. At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall make a record of all proxies in the meeting minutes.

3.9 Votes. With respect to each matter submitted to an Owner vote, each Owner entitled to vote shall have the right to cast, in person or by proxy, or by any type of written or electronic ballot, one (1) vote per Lot owned. The Declarant shall be entitled cast fifty (50) votes per Lot owned by the Declarant. The affirmative vote of a majority of the votes entitled to be cast by the Declarant and Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, or the Acts. When more than one (1) Owner holds an interest in a Lot, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of one (1) Lot, no vote shall be counted for that Lot but it shall be counted for the purposes of establishing a quorum. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Pursuant to Section 3.5, above, only those Owners who are not in violation of any provision of the Governing Documents and whose accounts with the Association are current at least forty-eight (48) hours prior to the start of the meeting shall be entitled to vote. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The Board may adopt additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Owners present, and in the decisions and/or votes of the Board or of the Owners shall be deemed waived by those Owners in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting or date of the action taken outside of a meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, text, or paper document.

3.12 **Minutes of Meetings.** The Secretary or the Manager shall take minutes of all meetings of the Owners. However, the failure to take appropriate minutes does not invalidate any action taken at a meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers.** The Project and the business and affairs of the Association shall be governed and managed by a Board of Directors or the Declarant in lieu of appointed Board Members. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** During the Control Period, the Director qualification requirements of these Bylaws shall not apply and the Declarant may act as the Board and may exercise all powers of the Board as permitted by law. Following the Control Period, the Board shall be composed of five (5) individuals, with at least two (2) individuals being Attainable Housing Lot Owners, unless impracticable. Board Members must be at least 18 years old and must be an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Election.** During the Control Period, Board Members shall be appointed by Declarant. Following the Control Period, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. Pursuant to Section 3.9, above, the election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting (i.e. an Owner casting all of the Owner's votes for (1) one candidate) is not permitted.

4.4 **Term of Office.** During the Control Period, Board Member terms shall be determined exclusively by Declarant. Following the Control Period, the terms of the Board Members shall be (2) years, however, at the first election following the Control Period, two (2) Board members shall only serve a one (1) year term, to allow for staggering of terms. Thereafter, the terms of Board Members shall be staggered and overlap so that elections for

Board Member positions are held each year. If Board Member terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in any manner the Board deems appropriate. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings**. The Board shall hold meetings at least annually or more often at the discretion of the Board. During the Control Period, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings**. Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member and those Owners who have requested notice.

4.7 **Meeting Notice**. Notice of Board meeting's date, time, and location shall be given personally, by email, by text, or by telephone, to all Board Members and any Owners who have requested notice at least two (2) business days in advance of the meeting. Board Members may waive their right to notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Owner Attendance**. Any Owner may request notice of Board meetings by requesting such notice from a Board member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak. This section shall not apply during the Control Period, except as may be required pursuant to Section 4.10, below.

4.9 **Quorum and Manner of Action**. A majority of the Board Members shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Board Members present at any meeting at which a quorum is present, and for which proper notice was provided, shall be the act of the Board. Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.10 **Open Meetings**. Except as provided in (a) through (f) below, following the Control Period, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel, or to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

During the Control Period, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code §57-8a-226(7)(b) (relating to required Board meetings during the Control Period) shall be open to all Owners.

4.11 **Board Meetings Generally.** The Board may designate any place in Utah as the place for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone, video conference, or any other electronic means that allows for Board Members to communicate orally in real time. Following the Control Period, if a Board meeting is held by telephone or video conference, the Association shall provide the call-in or internet link information such that Owners may access the meeting remotely.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within these Bylaws or other Governing Document, Board action is binding and valid unless set aside by a court of law. A Person challenging the validity of a Board action for failure to comply with these Bylaws, the Governing Documents, or for any other irregularity, may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members. The Declarant and its agents and employees shall be exempt from the requirement of approval of disinterested Board Members in order to provide paid services to the Association during the Control Period.

4.14 **Resignation and Removal.** Board Members may resign at any time by delivering a written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Board Members appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Control Period may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by the other Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies.** If vacancies occur during the Control Period, the Declarant shall appoint a Board Member to fill the vacancy. Following the Control Period, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. A vacancy in the Board occurring by reason of removal of a Board Member by the Owners shall be filled by

election of the Owners at the meeting at which such Board Member is removed, pursuant to Section 4.14, above. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Additionally, the Board Members may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting. Any actions taken without a meeting may be documented in subsequent Board meeting minutes.

4.17 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 **Adjournment.** The Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall have the rights and powers set forth in this Article, or as otherwise designated by the Board. Officers shall not be required during the Control Period.

5.2 **Election, Tenure, and Qualifications.** Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until a successor has been elected and qualified, or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. After the Control Period, officers shall be Board Members.

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may determine.

5.4 **Resignation and Removal.** Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies**. If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President**. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Vice President**. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board.

5.8 **Secretary**. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.9 **Treasurer**. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and Board meeting. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.10 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 **Designation of Committees**. The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any committee at any time and shall have the final say as to any committee decision.

6.2 **Proceeding of Committees**. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each committee shall keep a record of its proceedings and shall regularly report such records to the Board.

6.3 **Quorum and Manner of Acting**. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum

is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to a Board Member, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Compensation.** No member of a committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board.

6.6 **Vacancies.** If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby agree to defend, indemnify, and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The defense and indemnification provided herein shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled to under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws.

The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** Unless otherwise stated in the Declaration, the Board shall direct the Association to purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend and indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt Rules and a schedule of fines for violations of the Governing Documents as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

ARTICLE IX AMENDMENTS

9.1 **Amendments by Declarant.** During the Control Period or so long as the Declarant or one of its Affiliates owns one or more Lots in the Project, the Declarant acting alone may amend the Bylaws for any reason, without Owner approval. Declarant's unilateral amendment right as designated herein may continue past the expiration of the Control Period. No other amendment shall be valid or enforceable during the period Declarant owns at least one (1) Lot unless the Declarant has given written consent to such amendment. Any amendment during the period Declarant owns at least one (1) Lot shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Utah County Recorder.

9.2 **Amendments by Association.** After the Declarant has sold all of the Lots to unaffiliated third parties, and the Control Period has expired, the Bylaws may be amended by the Owners upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this

Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No amendment shall in any way restrict, limit, or impair any unexpired Declarant rights without the express written consent of the Declarant.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 **Waiver**. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts**. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

* * * *

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association this ____ day of _____, 2026.

DECLARANT
BELLE STREET INVESTMENTS, LLC
a Utah limited liability company,

Signature: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

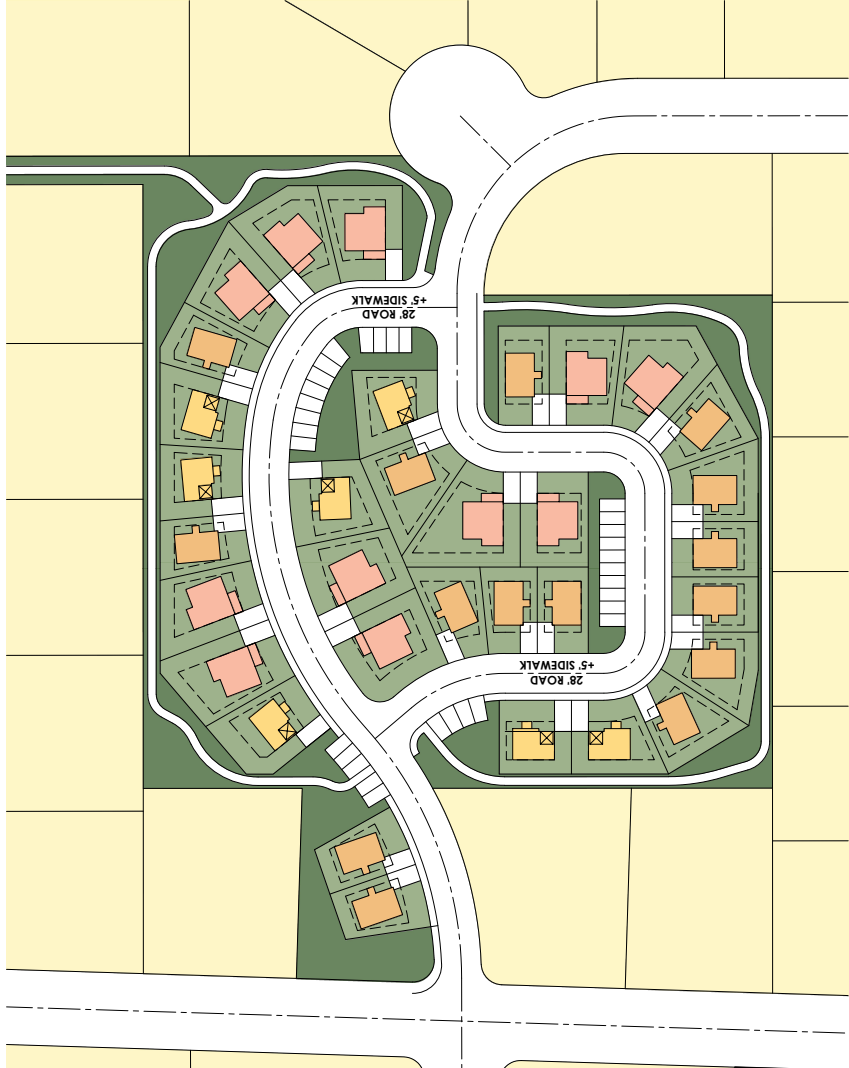
COUNTY OF _____)

On the ____ day of _____, 2026, _____ [Name] personally appeared before me, who by me being duly sworn, did say that he/she is an authorized representative of Belle Street Investments, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: _____

EXHIBIT C

ATTAINABLE HOUSING POD CONCEPT MAP



TRIUMPH HOUSING POD concept F

EAGLE MOUNTAIN, UTAH COUNTY
3/21/2025
20-0055

CONCEPT TABULATIONS

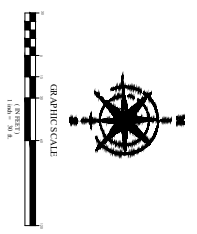
TOTAL AREA	15.5 ACRES
TOTAL LOTS	33 LOTS
TOTAL GUEST PARKING	31 STALLS

LEGEND

[Red Box]	BIRD BATH - 1 BED X 1.5 BATH, 981 SQFT (1/9)
[Orange Box]	ADBLE - 2 BED X 2 BATH, 854 SQFT (1/1)
[Yellow Box]	BLUE BIRD - 2 BED X 2 BATH, 999 SQFT (7)
[Green Box]	PRIVATE OPEN SPACE
[Light Green Box]	PUBLIC OPEN SPACE

SETBACKS

FRONT	15'
REAR	10'
LEFT SIDE	10'
RIGHT SIDE	10'
INTERIOR SIDE (BIRD BATH)	5' ON BOTH SIDES
INTERIOR SIDE (ADBLE)	5' & 12' ON DRIVEWAY SIDE
INTERIOR SIDE (BLUE BIRD FRONT LOAD)	5' ON BOTH SIDES
INTERIOR SIDE (BLUE BIRD SIDE LOAD)	5' & 12' ON DRIVEWAY SIDE
INTERIOR SIDE (BLUE BIRD SIDE OPEN)	5' & 12' ON DRIVEWAY SIDE



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**ARTICLES OF INCORPORATION
OF
TRIUMPH HOMEOWNERS ASSOCIATION**

A Utah Non-Profit Corporation
(Pursuant to the provisions of Utah Code § 16-6a-202)

I, the undersigned natural person, being of the age of eighteen years or more, acting as Incorporator under the Utah Revised Non-Profit Corporation Act, Utah Code § 16-6a-101 *et seq.* ("Nonprofit Act"), adopt the following Articles of Incorporation for such Corporation.

**ARTICLE I
NAME**

The name of this Corporation is Triumph Homeowners Association ("Corporation").

**ARTICLE II
DURATION**

The duration of this Corporation shall be perpetual.

**ARTICLE III
PURPOSE**

The Corporation is organized exclusively for non-profit purposes, and the specific purposes for which the Corporation is organized are to provide for the maintenance, preservation, and architectural control of the development located in Eagle Mountain, Utah County, State of Utah, known as Triumph as shown on the official plat(s) recorded in the office of the Utah County Recorder; collect and disburse the assessments and charges provided for in the Declaration and Bylaws; administer, enforce, and carry out the terms, covenants, and restrictions of the Declaration and the provisions of the Bylaws; have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Act may now or hereafter have or exercise; and generally provide for and promote the health, safety, and welfare of the Corporation's Members.

**ARTICLE IV
MEMBERS & VOTING**

The Corporation shall have Members. The Corporation will not issue shares evidencing membership. All lot owners in the Project shall be members of the Corporation. The terms and conditions of membership and voting will be set forth in the Declaration and Bylaws of the Corporation.

ARTICLE V DIRECTORS

The affairs of the Corporation shall be managed and governed by a Board of Directors composed of the number of Board Members as designated in the Declaration and Bylaws for the project. The Board of Directors shall be elected by the Members as more particularly set forth in the Declaration and Bylaws. Each Director shall hold office until his/her successor has been duly appointed/elected and qualified, or until a Director is removed or resigns as provided in the Declaration and Bylaws. The Board of Directors shall exercise such powers as are provided by these Articles of Incorporation, the Bylaws, the Declaration, and applicable laws of the State of Utah. The Board of Directors shall exercise all powers on behalf of the Corporation, except for those powers specifically reserved for the vote of the Members.

ARTICLE VI OFFICERS

The Board of Directors is authorized to elect and appoint officers and agents of the Corporation as shall be necessary and appropriate. Such officers and agents shall hold office until their successors are duly elected or appointed and qualified, or until they are removed or they resign. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the affairs of the Corporation as may be provided in these Articles of Incorporation, the Bylaws, the Declaration, or as may be determined by resolution of the Board of Directors, so long as such resolution is not inconsistent with these Articles of Incorporation, the Bylaws, or the Declaration.

ARTICLE VII CORPORATION POWERS

The Corporation shall have such powers and authority as are provided by the Nonprofit Act and other applicable laws and acts. Specifically, the Corporation shall have power and authority to sue or be sued and defend the Corporation's name; maintain a corporate seal; receive gifts, devises, or bequests for personal and real property; to purchase or lease personal or real property and to otherwise acquire, hold, improve, use, and possess the same; to convey, mortgage, pledge, lease, exchange, transfer, bargain, or otherwise dispose of any or all of its property and assets; to secure and acquire loans in the name of the Corporation; to conduct its normal and ordinary affairs, transact business, and carry on operations with such offices as are necessary; to elect Directors to the Board, and to appoint officers and agents of the Corporation and to define their duties, by bylaw or otherwise; to indemnify any Director, officer, or agent of the Corporation for expenses actually and necessarily incurred in furthering the activities and operations of the Corporation or in defense of any litigation or action in which any said Director, officer, or agent is made a party; and to exercise all other powers necessary and reasonably convenient to effect any and all of the purposes for which the Corporation is now authorized or hereafter may be authorized by the laws of the United States and the State of Utah.

**ARTICLE VIII
LIMITATIONS ON DISPOSITION OF EARNINGS AND ASSETS**

The Corporation's objectives are not for pecuniary profit and no part of the net earnings of the Corporation, if any, shall inure to the benefit of any Director, officer, or Member of the Corporation or any other individual, and no Director, officer, or Member of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution or liquidation of the Corporation. Notwithstanding any other provision of these Articles of Incorporation to the contrary, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income taxes under Section 501(c) of the Internal Revenue Code.

**ARTICLE IX
BYLAWS**

Provisions for managing the business and regulating the affairs of the Corporation shall be set forth in the Declaration and/or Bylaws recorded against each lot in the project in the office of the Utah County Recorder. The Declaration and Bylaws may be amended from time to time pursuant to the terms therein.

**ARTICLE X
DISSOLUTION**

The Corporation may be dissolved only upon the termination of the Declaration in accordance with the terms thereof and with the assent given in writing and signed by Members holding not less than sixty-seven percent (67%) of the voting interests of the Corporation, or as otherwise required by law. Upon dissolution, the assets of the Association shall be divided among all the Members as provided in the Declaration or otherwise required by law.

**ARTICLE XI
LIABILITY**

The Board, Directors, officers, employees, and Members of this Corporation shall not be liable, either jointly or severally, for any obligation, indebtedness, or charge against the Corporation to the maximum extent allowed by and consistent with the terms of the Nonprofit Act, specifically §16-6a-823. This provision shall apply to former Directors, officers, employees, and Members.

**ARTICLE XII
INDEMNITY OF DIRECTORS AND OFFICERS AND COMMITTEE MEMBERS**

The Corporation shall indemnify its Directors and officers and committee members, or former Directors and officers and committee members against all expenses, claims, and losses to the maximum extent permitted by law, and shall advance expenses incurred by such Directors, officers, and committee members, as referenced in §16-16a-904 of the Nonprofit Act, as the same may be amended from time to time, to the maximum extent permitted by law. Such indemnification shall not be deemed exclusive of any or all other rights to which those indemnified may be entitled, under the Declaration or Bylaws, or other law, agreement, vote, or otherwise.

**ARTICLE XIII
INCORPORATOR**

The name and address of the Incorporator is:

Scot Hazard
3688 E Campus Drive, Ste 100
Eagle Mountain, UT 84005

**ARTICLE XIV
REGISTERED OFFICE AND AGENT**

The Corporation's Registered Agent and the address of the Corporation's registered office shall be:

Scot Hazard
3688 E Campus Drive, Ste 100
Eagle Mountain, UT 84005

Such office may be changed at any time by the Board of Directors without amendment to these Articles of Incorporation.

**ARTICLE XV
PRINCIPAL ADDRESS**

The Corporation's principal address shall be:

3688 E Campus Drive, Ste 100
Eagle Mountain, UT 84005

**ARTICLE XVI
MISCELLANEOUS**

1. Amendment. Amendments to these Articles must be authorized and approved by at least sixty-seven percent (67%) of the voting interests of the Corporation. Any amendment so authorized and approved shall be accomplished in conformity with the Nonprofit Act and other applicable laws.

2. Interpretation. The captions preceding the various portions of these Articles are for convenience and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles should be read in light of the provisions of the Declaration and construed so as to effect the purposes of both instruments. In the event of a conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

**ARTICLE XVII
CERTIFICATION**

In Witness Whereof, Scot Hazard has executed these Articles of Incorporation on behalf of the Corporation this ____ day of _____, 2026 and says:

I am authorized to execute these Articles, which I have read and know of the contents thereof, and that the same are true to the best of my knowledge and belief.

Scot Hazard
Incorporator

When Recorded Mail To:
EAGLE MOUNTAIN CITY COMMUNITY
Attention: _____
[Address Line 1]
[Address Line 2.

Space Above This Line for Recorder's Use Only

DEED RESTRICTION AND AFFORDABILITY COVENANT

This DEED RESTRICTION AND AFFORDABILITY COVENANT (this “**Deed Restriction**”) is made as of [EFFECTIVE DATE], by and between EAGLE MOUNTAIN CITY, a Utah municipal corporation (“**City**”); and Belle Street Partners LLC a Limited Liability Company (“**Developer**”) and Developer’s successors and assigns. Developer is the owner of the following described property, situated in Utah County, State of Utah, more particularly described as:

Legal Description:

Parcel Numbers:

Together with all building, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof (the “**Property**”).

RECITALS

- A. Developer intends to develop the Property for the purpose of selling to eligible low- to moderate-income homebuyers who will occupy the Property as the buyer’s principal residence, all subject to this Deed Restriction (“**Affordable Housing Project**”).
- B. In order to promote long-term affordable homeownership opportunities for low- to moderate-income households within Eagle Mountain City, the City has agreed to provide, at or in connection with the Affordable Housing Project, certain exceptions to the ordinance and other assistance, as more fully addressed in that **Master Development Agreement dated June 2026 by and between Developer and the City.**
- C. As a material condition of the City’s approval of the Affordable Housing Project (a) this Deed Restriction will be recorded against the Property while Developer is the owner and before the Property is conveyed to the Initial Homebuyer; and (b) the Property will be owned and occupied as an owner-occupied principal residence in perpetuity, subject only to the limited exceptions in this Deed Restriction.
- D. The Parties intend that this Deed Restriction constitute a covenant running with the land and be binding upon Developer, the Initial Homebuyer, and all subsequent Owners and their successors and assigns for the benefit of Eagle Mountain City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

- 1.01 “**Affordable Purchase Price Cap**” means, for any proposed Transfer, the maximum allowable purchase price for the Property, determined by the City at the time of the Transfer pursuant to Section 3.06, based on then-current AMI and HUD Income Limits.
- 1.01 “**Area Median Income**” or “**AMI**” means the median family income for the Salt Lake

City, UT HUD Metro FMR Area (or such other HUD-defined area that includes Eagle Mountain City) as published and updated from time to time by the United States Department of Housing and Urban Development (“HUD”), or any successor governmental agency that assumes HUD’s responsibilities with respect to establishing area median income.

1.02 “**City**” means Eagle Mountain City, a Utah municipal corporation, and, where the context requires, includes its elected and appointed officials, officers, employees, agents, and any designees, contractors, or representatives authorized by the City to act on its behalf pursuant to this Deed Restriction.

1.03 “**Developer**” means Belle Street Partners LLC and its successors and assigns in such capacity prior to the first Transfer of the Property to an Initial Homebuyer.

1.04 “**Initial Homebuyer**” means the first LMI Home Buyer who acquires fee simple title to the Property from Developer for owner-occupancy.

1.05 “**HUD Income Limits**” means the income limits published and periodically updated by HUD for households of varying sizes, expressed as a percentage of AMI for the applicable HUD-defined area that includes Eagle Mountain City.

1.06 “**Household Income**” means the combined gross annual income, from all sources reportable for federal income tax purposes, of all members of the household who will occupy the Property as their primary residence, as reasonably determined by the City based on documentation submitted by the household, consistent with then-current HUD income verification standards.

1.07 “**LMI Home Buyer**” means a natural person or household that: (a) intends to acquire fee simple title to the Property and occupy the Property as its principal residence; and (b) has a Household Income, as of the date of the binding purchase and sale agreement for the Property, that does not exceed eighty percent (80%) of the HUD Income Limits (i.e., $\leq 80\%$ of AMI, adjusted for household size) for the applicable HUD-defined area that includes Eagle Mountain City.

1.08 “**Resale Multiple**” means **3.25**, or such other factor as may be established by the City pursuant to this Deed Restriction, which is multiplied by the then-current AMI for a two-person household (as determined by the City, regardless of actual household size) to determine the Affordable Purchase Price Cap.

1.09 “**Owner**” means, collectively, the Initial Homebuyer and each subsequent person or persons who acquire fee simple title to the Property subject to this Deed Restriction, excluding Developer.

1.10 “**Original Purchase Price**” means the price of the Property when first sold by Developer to an LMI Home Buyer.

1.11 “**Qualified Transferee**” means an LMI Home Buyer meeting the requirements of an LMI Home Buyer as defined in section 1.07 above and the affordability requirements of this Deed Restriction, in accordance with Article IV, as well as any additional verification of such requirements as may be required by the Developer for the initial homebuyer or the City in their discretion for any purchaser.

ARTICLE II. USE AND OCCUPANCY

2.01 **Perpetual Owner-Occupancy Requirement.** Except as expressly permitted in Section 2.03, the Property must at all times be owned and occupied by at least one natural person Owner as his or her principal residence. The Property must be owner occupied and may not be

held or used primarily as a rental, investment, or vacation property, and may not be leased or rented in its entirety to third parties.

2.02 Principal Residence Standard. For purposes of this Deed Restriction, "principal residence" means the dwelling where the Owner resides for the majority of the calendar year and which is the address used for federal income tax, driver's license, voter registration, and similar purposes, subject to temporary absences permitted under this Section.

2.03 Limited Exceptions to Owner-Occupancy. The following temporary exceptions to continuous owner-occupancy are permitted, provided that: (i) the Owner gives prior written notice to the City (or, where prior notice is not feasible, prompt notice thereafter); (ii) any lease or occupancy arrangement complies with this Section 2.03; and (iii) the Property remains subject to this Deed Restriction and will be re-occupied by an Owner as the Owner's principal residence as soon as reasonably practicable after the exception period ends:

- (a) **Military Service or Deployment.** A temporary absence due to active-duty service, mobilization, or deployment of the Owner (or the Owner's spouse) in the United States Armed Forces, including the National Guard or Reserve components, consistent with protections afforded under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., and applicable Utah law. During any such period, the Property may be leased on a temporary basis, provided that the lease term does not exceed the period of deployment or active duty orders plus a reasonable period (not to exceed six (6) months) for reintegration and return; and the Owner intends, in good faith, to return and re-occupy the Property as a principal residence upon completion of the military service or deployment.
- (b) **Temporary Employment Relocation or Hardship.** A temporary absence due to a short-term employment relocation, medical treatment, caregiving responsibility, or other hardship approved in writing by the City. Any such approval may be conditioned on reasonable limits on the duration of non-occupancy and on leasing terms.
- (c) **Death or Incapacity.** A reasonable period following the death or incapacity of an Owner during which the Owner's estate, surviving spouse, or heirs may administer the estate, determine future occupancy, or sell the Property in compliance with this Deed Restriction.

2.04 Penalty for Unauthorized Leasing. Any lease, rental, or occupancy of the property in violation of this Article 3, including, without limitation, any leasing outside a permitted exception under Section 2.03 or any lease that fails to comply with the terms and conditions, shall constitute a material violation of this Article. In addition to any other rights or remedies available to the facility at law, an equity owner shall be subject to a civil penalty of two hundred fifty dollars (\$250) per day for each day. The violation continues commencing on the first day of the unauthorized leasing or occupancy and continuing until the violation is cured to the City's satisfaction. The penalties provided in this section are intended to be cumulative and shall not limit the city's right to seek conjunctive relief, specific performance, recovery of attorneys' costs, or any other remedy authorized under the speed restriction or applicable law.

2.05 Leasing During Exceptions. During any permitted non-occupancy period under Section 2.03 the Property may be leased only under a written lease with a term of not less than thirty (30) days (i.e., no short-term or nightly rentals) and no more than six (6) months of the exception period. Nothing in this Section waives or modifies the requirement that any subsequent Transfer of fee title must comply with the LMI and affordability requirements of this Deed Restriction.

ARTICLE III. TRANSFER RESTRICTIONS AND AFFORDABLE PRICE CAP

3.01 **Restriction on Transfer.** Owner will not sell, convey, assign, transfer, or otherwise dispose of any fee simple interest in the Property (each, a “**Transfer**”) to any person or entity other than a Qualified Transferee, except: (a) upon prior written waiver or modification approved by the City under Article V; or (b) as otherwise expressly permitted by this Deed Restriction or by applicable law.

3.02 **City Approval of Transferee.** Prior to any Transfer (other than a Transfer exempt under Section 3.04), the prospective purchaser shall: (a) provide all information and documentation reasonably required by the City, or their appointed representative, to determine whether the purchaser qualifies as an LMI Home Buyer and whether the proposed purchase price complies with the Affordable Purchase Price Cap; and (b) submit such information to the City for review and written approval. The City will use commercially reasonable efforts to complete its review and respond within **20 business** days after receipt of a complete submission.

3.03 **Condition Precedent to Transfer.** No Transfer (other than a Transfer permitted under Section 3.04) will be effective unless and until: (a) the City has issued written confirmation that the proposed purchaser is a Qualified Transferee; (b) the proposed purchase price does not exceed the Affordable Purchase Price Cap determined by the City for that Transfer; and (c) by acceptance of ownership of the Property, the new purchaser agrees to be bound by this Deed Restriction as an “Owner” hereunder, including the owner-occupancy requirement.

3.04 **Permitted Transfers Without Income Qualification.** The following Transfers are permitted without the transferee being an LMI Home Buyer, provided that this Deed Restriction remains in full force and effect and the transferee takes title subject to this Deed Restriction: (a) Transfer to a surviving joint tenant upon the death of a joint tenant; (b) Transfer by devise, descent, or operation of law on the death of an Owner; (c) Transfer to a spouse or domestic partner as part of a divorce or separation settlement; or (d) Transfer to a revocable living trust or similar estate-planning vehicle where the beneficiary/ies are the Owner or members of the Owner’s household and the Property continues to be used as a principal residence. In each case, the restrictions in this Deed Restriction, including the requirements for any subsequent voluntary sale or conveyance to a third-party purchaser to be both (i) to a Qualified Transferee and (ii) at or below the Affordable Purchase Price Cap (unless waived by the City under Article V), will remain in effect and bind the transferee.

3.05 **Void Transfers.** Any Transfer in violation of this Deed Restriction or without required City approval will be null and voidable at the option of the City and will constitute a default under this Deed Restriction.

3.06 **Affordable Purchase Price Cap – AMI-Based Formula.** For purposes of this Deed Restriction, the Affordable Purchase Price Cap for any Transfer shall be equal to the product of (a) the Resale Multiple, and (b) the then-current Area Median Income (“AMI”) for a two-person household for the applicable area, as determined by the City in accordance with then-current HUD data, regardless of the actual household size of the proposed purchaser. If the Affordable Purchase Price Cap calculated pursuant to this Section would result in an amount that is less than the purchase price at which the Property was most recently sold to an LMI Home Buyer in compliance with this Deed Restriction, then the Affordable Purchase Price Cap shall instead be equal to such prior purchase price. The Affordable Purchase Price Cap shall apply to each Transfer and shall automatically adjust upon any change to the applicable AMI. The Affordable Purchase Price Cap is intended to ensure that the Property remains affordable to LMI Home Buyers and shall not be increased or otherwise adjusted based on increased room count, improvements, or other changes to the Property.

Commented [ACW1]: Talk to Marcus about authority.

3.06 Changes to the Affordable Purchase Price Cap. At any time following completion of the Affordable Housing Project, as reasonably determined by the City, the City may adjust the Resale Multiple applicable to the Property in its discretion. Any such adjustment shall be made in a manner intended to maintain consistency across the Affordable Housing Project and to further the City's affordable housing objectives, consistent with the purposes of this Deed Restriction. The City's determination of the applicable Resale Multiple shall be evidenced by a recorded instrument or by a written policy applicable to the Affordable Housing Project. If the application of the adjusted Resale Multiple would result in an Affordable Purchase Price Cap that is less than the purchase price at which the Property was most recently sold to an LMI Home Buyer in compliance with this Deed Restriction, then the Affordable Purchase Price Cap shall instead be equal to such prior purchase price

3.07 Owner's Waivers and Acknowledgements. By accepting title to the Property, Owner acknowledges and agrees that the Property is subject to this Deed Restriction, including the Affordable Purchase Price Cap and Transfer restrictions contained herein, which are material conditions of the City's approval of the Affordable Housing Project. Owner acknowledges that the Affordable Purchase Price Cap may be less than the fair market value of the Property at the time of Transfer and accepts this limitation as part of the consideration for acquiring the Property. Owner further agrees that any improvements, renovations, additions, landscaping, or other expenditures made to the Property are undertaken voluntarily and at Owner's sole risk and expense and will not increase or otherwise affect the Affordable Purchase Price Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE CITY AND DEVELOPER ARISING FROM OR RELATING TO THE RESTRICTIONS CONTAINED IN THIS DEED RESTRICTION, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR UNJUST ENRICHMENT, QUANTUM MERUIT, REIMBURSEMENT FOR IMPROVEMENTS OR EXPENDITURES MADE TO THE PROPERTY, EQUITABLE ADJUSTMENT, EQUITABLE LIEN, WASTE, INVERSE CONDEMNATION OR REGULATORY TAKING, DAMAGES OR COMPENSATION BASED ON THE DIFFERENCE BETWEEN THE AFFORDABLE PURCHASE PRICE CAP AND THE FAIR MARKET VALUE OF THE PROPERTY, OR ANY OTHER LEGAL OR EQUITABLE CLAIM SEEKING TO INVALIDATE, MODIFY, OR OBTAIN COMPENSATION IN CONNECTION WITH THE RESTRICTIONS IMPOSED BY THIS DEED RESTRICTION.

ARTICLE IV. WAIVER, MODIFICATION, AND TERMINATION OF RESTRICTIONS

4.01 City's Discretionary Waiver. The requirement in Article IV that the Property be sold only to an LMI Home Buyer at or below the Affordable Purchase Price Cap may be waived or modified only by a written instrument executed by the City and recorded in the real property records of Utah County, Utah.

4.02 Basis for Waiver. The City may, in its sole and absolute discretion, grant a waiver or modification of the LMI Home Buyer and/or Affordable Purchase Price Cap requirements if the City finds, based on reasonable evidence in the record, that: (a) enforcing such requirements has become impracticable due to market conditions, changes in applicable funding or housing programs, or other substantial changes that materially undermine the feasibility of continued enforcement; (b) enforcing such requirements has become impossible, including as a result of destruction of the Property without feasible means of reconstruction consistent with applicable laws and programs; or (c) enforcing such requirements has become illegal or is prohibited, preempted, or rendered unenforceable by applicable federal, state, or local law, regulation, or court decision.

4.03 Joint Termination or Vacation of Deed Restriction. At any time in the future, the City and the then-current Owner may mutually agree to terminate or vacate this Deed Restriction, in

whole or in part, by executing and recording in the real property records of Utah County, Utah, a written "Release and Termination of Deed Restriction" (or similar instrument) identifying this Deed Restriction and the Property. Upon such recording, this Deed Restriction (or the terminated portion thereof, as specified in the instrument) will be of no further force or effect as to the Property, and the Property will thereafter be free and clear of the terminated covenants, conditions, and restrictions. Any such termination may be conditioned on such terms as the City deems appropriate to further affordable housing objectives, to the extent permitted by law.

4.04 **Conditions to Waiver or Termination.** Any waiver, modification, or termination under this Article V may include such terms and conditions as the City reasonably determines are necessary or desirable to protect the public interest and the intent of the City's affordable housing programs.

ARTICLE V. TERM; COVENANT RUNNING WITH THE LAND

5.01 **Perpetual Term.** This Deed Restriction will commence on the date it is recorded in the real property records and, except as expressly modified or released of record under Article V, will remain in full force and effect in perpetuity.

5.02 **Covenant Running with the Land.** The Parties intend and agree that the covenants, conditions, and restrictions set forth in this Deed Restriction are covenants running with the land and will burden and benefit the Property; and that this Deed Restriction will be binding upon and enforceable against Owner and all subsequent owners, grantees, heirs, successors, and assigns, and will inure to the benefit of the City and its successors and assigns.

5.03 **Notice to Subsequent Owners.** Owner will provide a copy of this Deed Restriction to any prospective purchaser and will cause any real estate listing or sales contract to disclose that the Property is subject to this Deed Restriction, including the owner-occupancy requirement, LMI Home Buyer requirement, and Affordable Purchase Price Cap.

ARTICLE VI. ENFORCEMENT; REMEDIES

6.01 **City's Right to Enforce.** The City is an intended beneficiary of this Deed Restriction and will have the right, but not the obligation, to enforce the terms of this Deed Restriction by any legal or equitable means available.

6.02 **Delegation of Enforcement Authority.** The City, by written agreement, may delegate any powers or duties under this Deed Restriction to one or more agents, contractors, or third parties (each, a "Managing Agent") including without limitation a government agency, administrative staff, homeowners association, or similar entity. The City may delegate such powers and duties to a Managing Agent as the City deems appropriate, including monitoring compliance, receiving notices, conducting inspections, issuing compliance determinations, and pursuing enforcement actions consistent with this Deed Restriction; provided, however, that the City shall retain ultimate authority with respect to interpretation, waiver, modification, termination, and settlement of claims under this Deed Restriction. Any delegation of authority may be revoked by the City at any time, with or without cause. Any Managing Agent appointed by the City shall serve at the City's pleasure and pursuant to a written agreement that may include reasonable term limits, termination provisions, and standards of performance as determined by the City.

6.03 **Equitable Relief.** Owner acknowledges that a violation of this Deed Restriction may cause irreparable harm to the City and to the public interests in preserving affordable housing, for which money damages may be inadequate. Accordingly, in the event of any actual or threatened breach, the City will be entitled to seek temporary, preliminary, and permanent

injunctive relief; specific performance; and any other equitable relief a court of competent jurisdiction deems appropriate, without the necessity of posting a bond or proving actual monetary damages, to the maximum extent permitted by law.

6.04 **Other Remedies.** In addition to equitable relief, the City may pursue any other remedies available at law or in equity, which may include, where permitted by law and applicable program rules; an action to void or unwind an unauthorized Transfer; recovery of any economic benefit unfairly obtained by an Owner through an unauthorized Transfer, including any portion of the sale proceeds attributable to a purchase price in excess of the Affordable Purchase Price Cap; and reasonable attorneys' fees and costs incurred in enforcing this Deed Restriction, if and to the extent awarded by a court of competent jurisdiction.

6.05 **No Personal Liability of City Officials.** No elected official, officer, employee, or agent of the City will be personally liable under or in connection with this Deed Restriction.

ARTICLE VII. SUBORDINATION; LIENS

7.01 **Subordination to Purchase-Money Mortgage.** The City may, but is not obligated to, subordinate this Deed Restriction in whole or in part to a bona fide first-priority purchase-money deed of trust or mortgage granted by Owner to an institutional lender for the purpose of acquiring the Property. Any subordination will be effective only if set forth in a separate written and recorded instrument executed by the City.

7.02 **Foreclosure Exception.** Notwithstanding anything in this Deed Restriction to the contrary, if this Deed Restriction is expressly subordinated to a recorded deed of trust or mortgage, the Affordable Purchase Price Cap shall not apply to a Transfer of the Property to the holder of such deed of trust or transfer through foreclosure or deed in lieu of foreclosure. However, this Agreement shall not be extinguished by such foreclosure or deed in lieu. Any subsequent owner of the Property after the lender, including any purchaser who acquires the Property through a foreclosure sale, shall take title subject to and be bound by the resale provisions of this Deed Restriction, including the Affordable Purchase Price Cap. THIS AGREEMENT SHALL SURVIVE FORECLOSURE AND SHALL SERVE AS RECORD NOTICE OF THE CONTINUING APPLICABILITY OF THIS DEED RESTRICTION TO ALL SUBSEQUENT OWNERS OF THE PROPERTY.

ARTICLE VIII. MISCELLANEOUS

8.01 **Governing Law.** This Deed Restriction will be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict-of-law principles.

8.02 **Recording.** This Deed Restriction will be recorded in the real property records of Utah County, Utah, at or promptly after the closing of Owner's purchase of the Property. All covenants contained herein will become effective as of the date of such recording.

8.03 **Severability.** If any provision of this Deed Restriction is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect, and the Parties agree to negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the Parties' original intent and the public purposes of this Deed Restriction.

8.04 No waiver of any breach or default hereunder will be implied from any omission by the City to take action on account of such breach or default, and no express waiver will affect any breach or default other than the breach or default specified in such waiver or impair any right or remedy in respect of any other breach or default.

8.05 This Deed Restriction may be amended or terminated only by a written instrument

executed by the City and the then-current owner(s) of the Property and recorded in the real property records of Utah County, Utah.

8.06 Any notice required or permitted under this Deed Restriction will be in writing and will be deemed given when (a) delivered personally; (b) sent by nationally recognized overnight courier; or (c) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed as follows (or to such other address as a Party may designate by notice):

If to City:

Eagle Mountain City

Attn: [TITLE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

If to Owner:

To the address of the Property, or such other address as Owner may designate in writing to the City.

8.07 **Counterparts; Electronic Signatures.** This Deed Restriction may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures delivered by electronic or digital means will be deemed original signatures for all purposes to the extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Deed Restriction as of the date first written above.

CITY:

EAGLE MOUNTAIN CITY,
a Utah municipal corporation

By: _____

Name: [NAME]

Title: [TITLE]

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the _ day of _____, 20__ personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

DEVELOPER:

[NAME],

[ENTITY INFORMATION]

By: _____

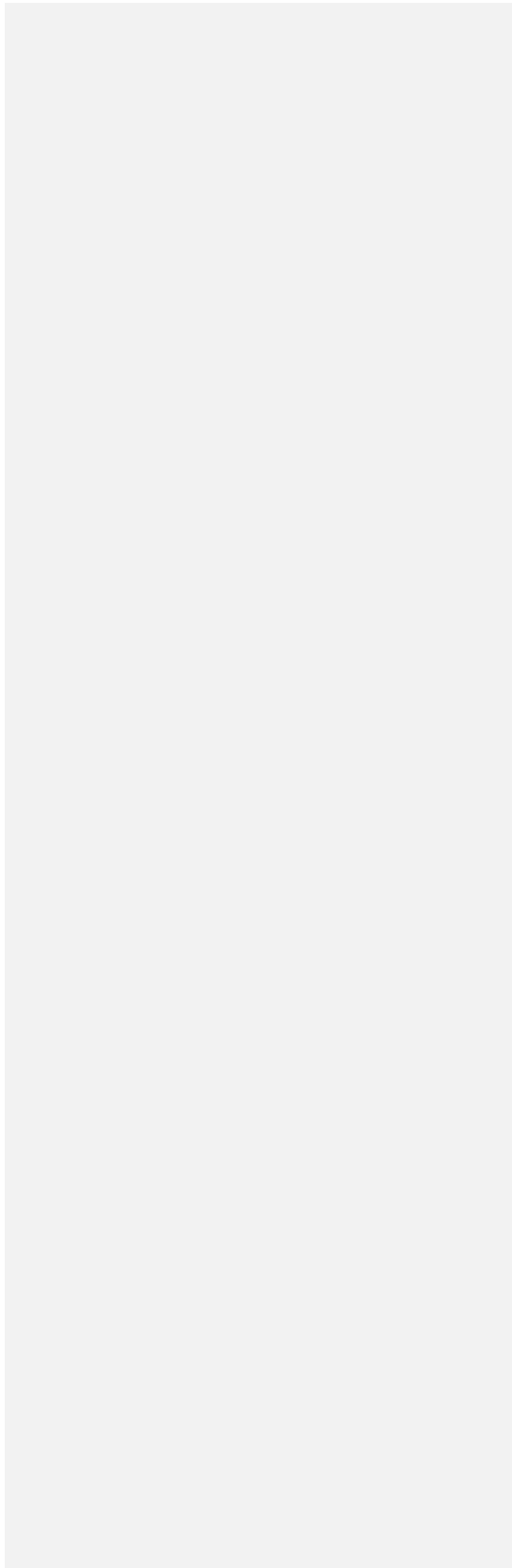
Name: [NAME]

Title: [TITLE]

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the _ day of _____, 20__ personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public



Planning Commission

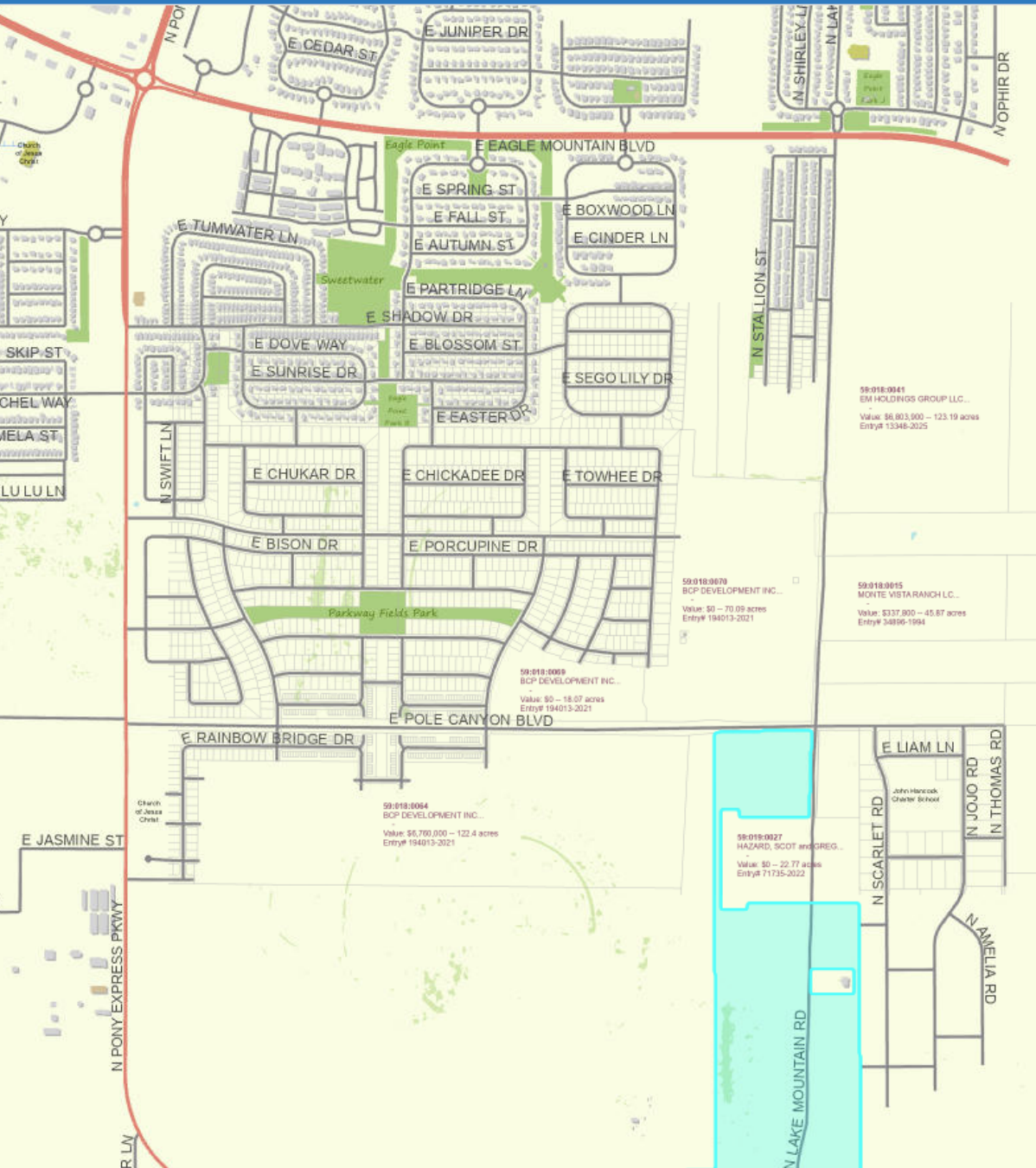
June 23, 2026



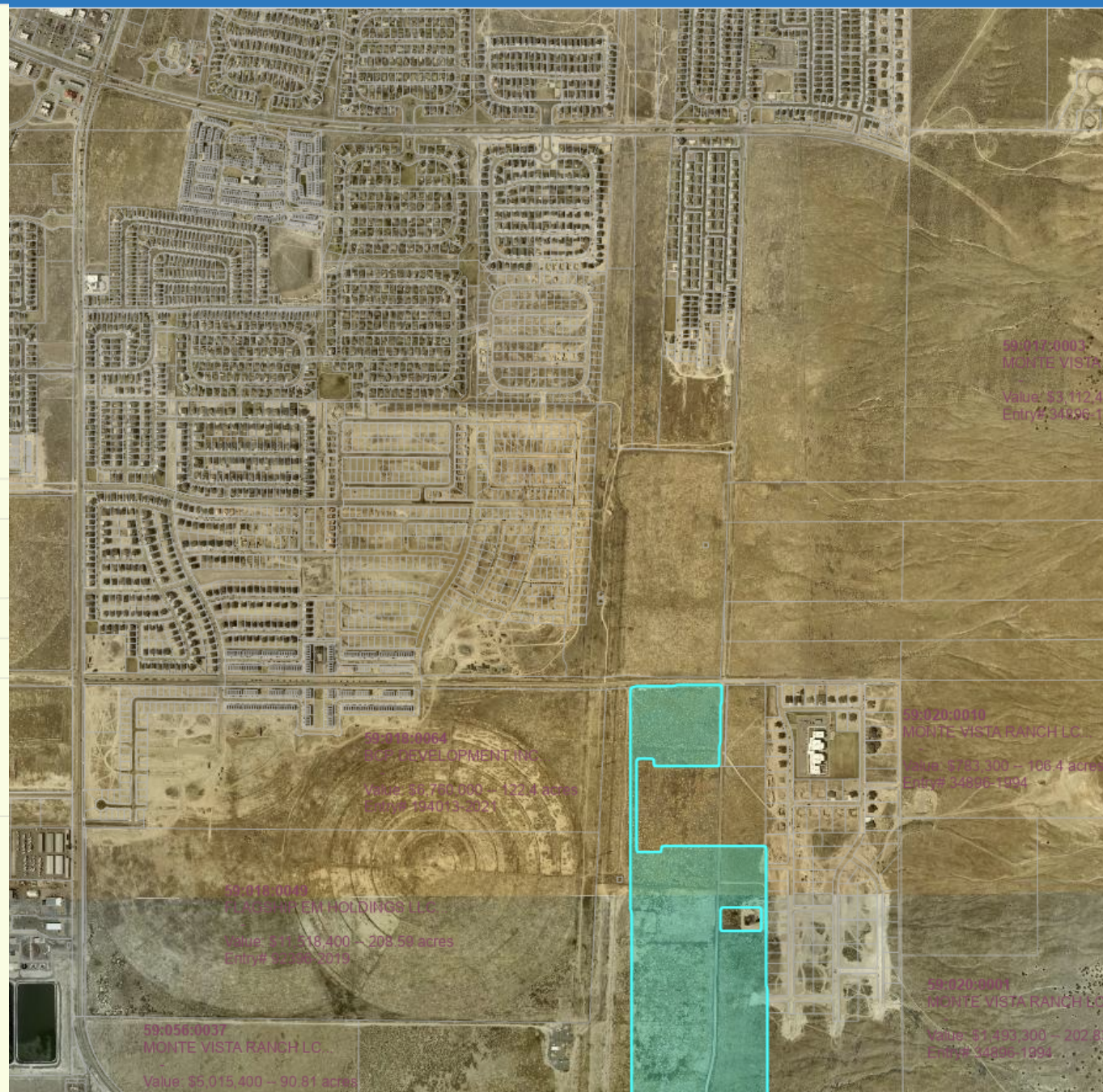
Triumph MDA

MDA Amendment





For reference only and no liability is assumed for any inaccuracies, incorrect data or variations from an actual survey.



County - This online map is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations from an actual survey.



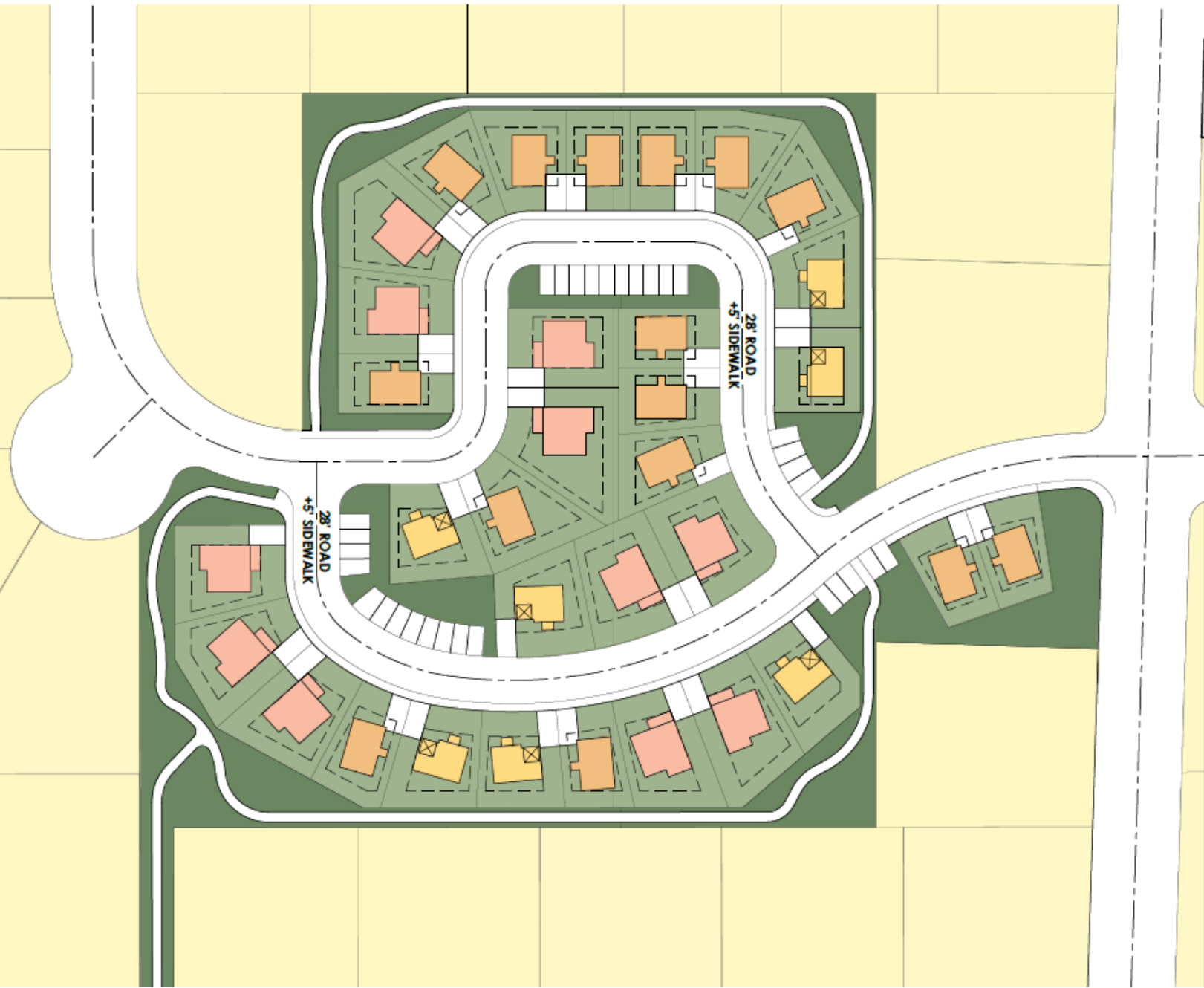
GRAPHIC SCALE



CONCEPT TABULATIONS

TOTAL ACREAGE:	±162.00 ACRES
1/3-1/2 ACRE SINGLE FAMILY LOTS:	235 LOTS
AFFORDABLE HOUSING LOTS:	33 LOTS
TOTAL LOTS:	268 LOTS
TOTAL DENSITY:	1.65 UNITS/ACRE





CONCEPT TABULATIONS

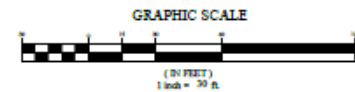
TOTAL ACREAGE: ±4.5 ACRES
 TOTAL POD 1 LOTS: 33 LOTS
 TOTAL GUEST PARKING: 31 STALLS

LEGEND

-  BERD BARN - 1 BED X 1.5 BATH, 981 SQFT (15)
-  ADELLE - 2 BED X 2 BATH, 854 SQFT (11)
-  BLUE BIRD - 2 BED X 2 BATH, 999 SQFT (7)
-  PRIVATE OPEN SPACE
-  PUBLIC OPEN SPACE

SETBACKS

FRONT: 15'
 REAR: 10'
 CORNER SIDE: 15'
 INTERIOR SIDE (BERD BARN): 5' ON BOTH SIDES
 INTERIOR SIDE (ADELLE): 5' & 12' ON DRIVEWAY SIDE
 INTERIOR SIDE (BLUE BIRD FRONT-LOAD): 5' ON BOTH SIDES
 INTERIOR SIDE (BLUE BIRD SIDE-LOAD): 5' & 12' ON DRIVEWAY SIDE



TRIUMPH HOUSING POD concept F





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.75.052 Accessory Recreation Buildings.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation of the proposed code amendment to the City Council.

BACKGROUND:

Staff was asked to draft a code amendment that establishes "special use" standards for recreation buildings that are an accessory use to religious or cultural meeting halls.

ITEMS FOR CONSIDERATION:

The Planning Commission should consider the potential consequences associated with the proposed code changes if approved. Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. EMMC 17.75.052_Redlined

17.75.052 Religious or cultural meeting hall.

A. Main structure height shall not exceed 35 feet.

B. Nonhabitable ancillary structures such as steeples or other similar structures that are generally located on the roof of a religious or cultural meeting hall may extend to a maximum overall height of 70 feet.

C. Accessory Recreational Buildings.

1. An accessory recreational building associated with an approved religious institution may exceed the maximum height otherwise permitted in the underlying zoning district, by up to five (5) feet.

2. The approval authority may approve the height exception only upon finding that:

a. The additional height is reasonably necessary to accommodate the intended recreational use of the building;

b. The building is designed and located to minimize visual impacts on adjacent properties;

c. The building complies with all applicable setbacks and development standards of the underlying zoning district unless otherwise modified through an approved land use application; and

d. The increased height will not create substantial adverse impacts to surrounding properties.

3. Additional Standards.

a. The building shall be architecturally compatible with the main structure.

b. Exterior building materials shall be substantially similar to those used on the main structure.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.10.030, 17.80.120, and 17.160 Seasonal and Political Signs.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation of the proposed code amendment to the City Council.

BACKGROUND:

The passing of H.B. 33 during the State's 2026 General Legislative Session requires the City to amend its Code relating to political signs, mainly to allow political signs in park strips, to identify where removed political signs will be safeguarded after disposal, and when the signs may be disposed of. The Code is also being amended to allow and provide standards for seasonal use signs.

ITEMS FOR CONSIDERATION:

The Planning Commission should consider the potential consequences associated with the proposed code changes if approved. Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

- EMMC 17.10.030, 17.80.120, and 17.160_Redlines

17.10.030 Definitions.

...

“Park strip” means the area of land located between a roadway and an adjacent sidewalk.

...

17.80.120 Exempt signs.

All signs exempt from the permit process shall comply with the general provisions of this chapter except traffic signs approved by the City Engineer. No permits shall be required for the following signs:

...

C. Political Signs.

1. Private property political signs that do not exceed eight feet in height and 32 square feet per side; provided, that such signs do not violate any other provisions. Height is measured from the average natural grade to the topmost part of the sign. No more than two sides are permitted.

2. City owned or leased property political signs are not permitted on any City owned or leased property including rights-of-way and median strips with the following exceptions:

a. Southeast corner of N Eagle Mountain Boulevard and E Aviator. Avenue Parcel Number 66:584:0052. (See Figure 17.80.120(C)(2)(a))

b. North side of Pony Express Parkway at Hidden Valley Parkway. Parcel Number 58:040:0325. Behind the benches. (See Figure 17.80.120(C)(2)(b))

c. South Side of Pony Express Parkway east of Silverlake Amphitheatre. Parcel Number 58:040:0393. Place signs south of the trail. (See Figure 17.80.120(C)(2)(c))

d. Park strips if the person posting the sign:

i. is the owner of lawful occupant of property that is adjacent to the park strip and is required by city ordinance or an agreement to maintain the park strip; or

ii. obtains consent to post the political sign from the person described in subsection (C)(2)(d)(i).

3. All signs placed on City owned or leased property must comply with the following regulations:

a. Political signs that do not exceed eight feet in height and 32 square feet per side; provided, that such signs do not violate any other provisions. Height is

measured from the average natural grade to the topmost part of the sign. Political signs in park strips shall not exceed three square feet per side. No more than two sides are permitted.

b. No signs on City owned or leased property where permitted shall be placed prior to the opening for candidate filing period.

c. Signs placed on City owned or leased property where permitted shall be removed as follows:

i. Within five14 days after the canvassing of the votes for the primary elections for those candidates that are no longer running for office.

ii. Within five14 days after the general election for all others.

d. Only one sign per candidate per location.

Signs placed on City owned or leased property not in accordance with subsection (C)(3) of this section, or create a traffic, pedestrian, or line-of-sight hazard are subject to removal by City Staff.

Political signs that have been removed in accordance with Utah Code Annotated may deposit the signs at City's Neighborhood Improvement Division's office. The City shall safeguard the signs, use reasonable efforts to obtain contact information for the sign owner, and make a reasonable attempt to contact the sign owner. If contact with the sign owner is made, the City shall notify the sign owner, either during a direct conversation or in a voicemail, that the sign owner has five business days after the date of the notice to take possession of the political sign, or the sign will be disposed of.

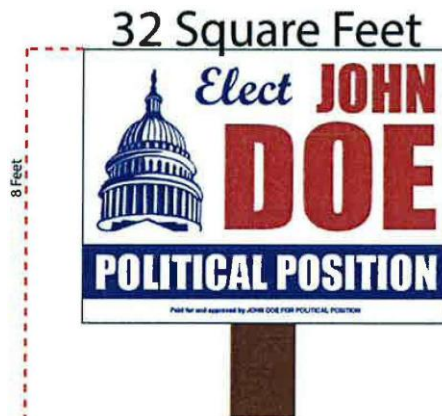


Figure 17.80.120(C)(2)(a)



Figure 17.80.120(C)(2)(b)



Figure 17.80.120(C)(2)(c)



D. Temporary **and Seasonal** Use Signs. Signs for temporary **or seasonal** uses that have obtained a business license, if required, from the City may be installed as follows: one sign on a temporary basis located on premises that shall not exceed eight feet in height and 32 square feet of sign copy per side. Height is measured from the average natural grade to the topmost part of the sign. No more than two sides are permitted. Temporary use signs will be allowed as long as the temporary use has a business license from the city.

1. On Premises. One sign on a temporary basis located on premises that shall not exceed eight feet in height and 32 square feet of sign copy per side. Height is measured from the average natural grade to the topmost part of the sign. No more than two sides are permitted. On premises signs will be allowed as long as the temporary or seasonal use has a business license from the City.

2. Off Premises. Two A-frame or movable, freestanding signs of no more than six square feet per side per temporary or seasonal use are allowed in the right-of-way adjacent to the temporary or seasonal use and in the park strip of the nearest major street corner (one in each location or two in one location). These signs are only allowed during operating hours, and shall be removed at closing.



...

17.80.160 Definitions.

...

“Political sign” means a temporary sign advertising a candidate for public office, a political party or a measure or issue scheduled for an election. any sign that advocates:

1. the election or defeat of a candidate for public office; or
2. the approval or defeat of a ballot proposition.



...

“Temporary sign” means any permitted type of sign, but displayed for 60 days or less, except in the case of construction and real estate signs, which are temporary, but may be displayed until construction is complete or the property advertised has been rented or sold or otherwise allowed by this chapter.

...



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 23, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - An Ordinance of Eagle Mountain City, Utah Amending the Eagle Mountain Municipal Code 16.20, 16.25, and 17.100 Cost Estimate.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Staff recommends that the Planning Commission recommend approval of this proposal to the Council.

BACKGROUND:

Staff has been working to improve the development process, especially to identify challenges and constraints earlier on in the process. This proposal would require an engineer's cost estimate at preliminary and final plat, as well as at site plan. Obviously, cost estimates for preliminary plats would only be required to provide information of a preliminary nature. These cost estimates would identify the cost for all required public improvements. This proposal would help both the applicant and the City to more carefully plan for and evaluate the costs associated with public improvements for proposed developments. Staff anticipates that flushing out the costs for a development will be an iterative process. In other words, we anticipate cost estimates to be revised through the application process. However, we want these estimates to be nailed down sooner in the process to avoid hiccups at the bonding stage.

Cost estimates would be prepared by the applicant's project engineer and reviewed by the City Engineer and his staff. The City Engineer is proposed to be given the ability to adjust cost estimates to account for changes to the applicant's development plans, market conditions, etc., necessary to ensure that adequate costs are established for completing the required public improvements.

ITEMS FOR CONSIDERATION:

Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Cost Estimates

Chapter 16.20 PRELIMINARY PLATS

16.20.040 Application.

Only property owners or their duly authorized agents shall make application for a preliminary plat. All applications shall be filed on forms prepared by the planning director. No preliminary plat application shall be processed without the submission of the completed application and all supporting materials as required by this chapter, including the processing fee. Incomplete applications shall not be processed under any circumstance.

A. Supporting Materials. The preliminary plat application shall be submitted with the materials listed below. However, the planning commission or city council may require additional supporting materials, if necessary, to demonstrate that the proposed development complies with this title and EMMC Title [17](#). The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

1. Preliminary Plat. A preliminary plat drawing will be required which shows accurate alignments, boundaries and monuments as certified by a land surveyor registered in Utah. Preliminary plats shall be prepared at a scale no smaller than one inch equals 100 feet. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map. The vicinity and index maps shall appear on the first of the serially numbered sheets. The following data shall be included on the preliminary plat:

- a. A title block showing the name of the proposed development and its location by lot, block, and subdivision, or quarter-quarter section, section, township, range, principal meridian, county, and state;
- b. The name and address of a registered engineer licensed in the state of Utah who prepared the plat, together with a professional registration number;
- c. A north point and scale, including both graphic and written scales;
- d. The exterior boundaries of the proposed development;
- e. The location, nature, and boundaries of existing public streets and public or private easements in or adjacent to the proposed development, and county book and page number references to the instruments establishing the easements;
- f. A vicinity map that locates the proposed development within the city and its subdivision or section showing major streets, landmarks, and boundaries and recorded names of adjacent or nearby subdivisions;

g. Existing contours at two-foot intervals. Elevations will be based on National Geodetic Survey area level data;

h. The layout of streets, their proposed names and grades. Plats shall not contain lots fronting onto arterial or collector streets. Proposed streets must provide connectivity to adjacent properties under other ownership if within 200 feet;

i. The location, exterior dimensions to the nearest foot, and number of proposed lots and blocks, or other parcels to be created by the proposed development;

j. The acreage of each proposed lot or parcel, and a table showing the total number of lots, total acreage of the area proposed for development, the total buildable acreage (excluding slopes greater than 25 percent, major utility corridors, and natural washes), the total acreage in lots, the average lot size, the total acreage in streets, and the total acreage of neighborhood parks, neighborhood squares, and other parcels proposed for dedication to public use or to be held in common by the owners;

PHASE A – PLAT 16 CALCULATIONS	
TOTAL ACREAGE:	25.46 ACRES
BUILDABLE ACREAGE:	25.46 ACRES
TOTAL ACREAGE IN LOTS:	17.98 ACRES
PUBLIC RIGHT-OF-WAY:	5.48 ACRES
PAVED ROADWAY AREA WITHIN R.O.W.	3.11 ACRES
TOTAL OPEN SPACE:	2.01 ACRES
TOTAL IMPROVED OPEN SPACE:	2.01 ACRES
AVERAGE LOT SIZE:	6,419 SF/0.15 ACRES
LARGEST LOT SIZE:	15,935 SF/0.37 ACRES
SMALLEST LOT SIZE:	4,400 SF/0.10 ACRES
OVERALL DENSITY:	4.79 LOTS/ACRE
TOTAL # OF LOTS:	122 LOTS

k. The location of irrigation structures and watercourses within or adjacent to the proposed development;

l. The location and exterior dimensions of existing and proposed buildings;

m. The location(s), demarcated, of any lot or parcel area(s), or portions thereof, where the existing, natural slope of that portion equals or exceeds 25 percent;

n. Sites, if any, to be reserved, dedicated for parks, playgrounds, schools, churches, public or natural open space or other public purposes, together with proposed ownership of such sites;

o. Sites intended for conditional uses within the underlying zone, such as commercial sites or other business establishments.

B. Landscaping and Parks Plan. A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the size and location of proposed parks and open spaces. The landscaping plan shall include, at a minimum, the following information:

1. The location and dimension of all existing and proposed structures, property lines, easements, parking lots, rights-of-way, amenities, and lighting.
2. The plant names (both botanical and common name), location, quantity, and size of all existing and proposed plants and trees.
3. Existing and proposed grading of the site indicating contours at two-foot intervals.
4. Proposed and existing fences and identification of the fencing materials, color, and design.
5. A summary of the total percentage of landscaped areas, domestic turf grasses, and drought-tolerant plant species.
6. A completed parks and open space worksheet, detailing the proposed park equipment/amenities and their associated point values.

C. Ownership Affidavit. An affidavit (certificate of clear title) that the applicant is the owner, the equitable owner, or authorized by the owner in writing to make application for the proposed development.

D. Water Rights. Water rights documentation showing availability of water rights sufficient to serve the development, or acknowledgement in the form of a signed letter that the developer intends and commits to purchase water from the city.

E. Utility Plan. A map showing all the proposed locations of utilities including water, sewer, and storm drainage. The gas, electrical and telecommunication lines are not a required element of the preliminary utility plans; however, off-site capacity of these systems shall be provided. The location and size of existing and proposed utility lines and facilities in or adjacent to the proposed development shall also be shown.

F. Grading, Drainage, and Erosion Plan. A grading, drainage, excavation, natural slope and erosion plan shall be submitted. The plan shall contain a drainage basin map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and subbasin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the plan and an accompanying report shall contain at a minimum the following information:

1. The existing roadways, drainage ways, vegetation and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour storm event.
2. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

3. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.
4. A general discussion of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.
5. Grading plan showing: soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within development including the identification of slopes, fill and cut depths, and rock features within 10 feet of post grade soil surface.

G. Preliminary Engineer's Cost Estimate. A preliminary engineer's cost estimate shall be submitted with each preliminary plat application. The estimate shall provide a good-faith estimate of the cost of all public improvements anticipated within the boundaries of the preliminary plat. The estimate shall be prepared by, or under the supervision of, a Professional Engineer licensed in the State of Utah and shall be of sufficient detail to allow the City to evaluate the scope, phasing, and anticipated cost of required improvements. The preliminary estimate shall identify major categories of improvements and, where applicable, allocate estimated costs among proposed development phases. The estimate is preliminary in nature and shall not be used to establish financial guarantees or for calculating bond amounts.

GH. Easements. The proposed grants of easements to be imposed on any land within the development.

HI. Traffic Plan. A traffic report prepared by a licensed traffic engineer showing anticipated trip generation and the level of service provided to SR 73 or other arterial and collector roads.

IJ. Sign Plan. A signage plan (if signage is being proposed for the project) shall be submitted. The signage plan shall include a site plan drawn to scale showing the proposed location of on-premises and off-premises directional signage and color graphics showing the proposed sign copy, type of sign, and dimensions of signs. Permission from property owners to locate any off-site signs on their property shall be submitted. Signs shall be approved after site plan approval has been granted and through review as a building permit.

JK. Public Notice. Prior to the public hearing on a preliminary plat application, the city shall provide notice to property owners located within 600 feet of the proposed plat area, including a minimum of at least 25 adjacent property owners where feasible. Notice shall be provided by postcard, prepared and mailed by city staff at least 10 calendar days in advance, in accordance with Utah Code Ann. § [10-9a-207](#). The applicant shall pay the cost of printing and mailing the postcards.

KL. Fee. The processing fee required by the current consolidated fee schedule approved by the city council. [Ord. [O-08-2026](#) § 2 (Exh. A); Ord. [O-33-2025](#) § 1 (Exh. A); Ord. [O-20-2018](#) § 2 (Exh. A); Ord. [O-07-2014](#) (Exh. A); Ord. [O-13-2012](#) § 2 (Exh. A); Ord. [O-16-2010](#) § 2 (Exh. A); Ord. [O-23-2005](#) § 3 (Exh. 1(2) § 4.4)].

Chapter 16.25

FINAL PLATS

16.25.040 Application.

Only property owners or their duly authorized agents shall make application for a final plat on forms prepared by the planning director. No final plat application shall be processed without approval or submission of the preliminary plat, the submission of the application, all the supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstance.

A. Supporting Materials. The final plat application shall be submitted with the materials listed below. The planning director or development review committee (DRC) members may determine that additional items be submitted in order to properly evaluate the proposed final plat application. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

1. Final Plat. The final plat prepared at a scale of not less than one inch equals 100 feet, with all dimensions shown in feet and decimals thereof, will be required for final approval prior to recordation. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map, with vicinity and index maps appearing on the first of the serially numbered sheets. Final plats must show trails, roads, sidewalks and other public facilities, which will be deeded to the city in accordance with the requirements of this title. The city shall provide a set of standard cross-sections for roads, trails and sidewalks. The final plat submission must conform in all major respects to the preliminary plat as previously reviewed and approved by the land use authority (unless processed simultaneously). Final plat submissions shall include all information listed below, delineated in permanent ink on a Mylar for recordation (which can be submitted after the land use authority grants final approval) and submitted in an electronic format:

- a. A title block showing the name of the proposed subdivision and its location by quarter-quarter section, section, township, range, principal meridian, city, county, and state;
- b. The name, address, telephone number, stamp, signature and registration number of a land surveyor registered in the state of Utah who prepared or reviewed the final plat;
- c. A north point, and both graphic and written scales;
- d. A vicinity map that locates the proposed subdivision within its township and the section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions;

- e. The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey;
- f. The location, nature, and boundaries, with bearings and distances, of all existing public ways and public or private easements in or adjacent to the subdivision, including the county book and page number references of the instruments establishing those ways or easements;
- g. The exterior boundaries of the subdivision, with all bearings and distances, including curve data for curving boundaries;
- h. The location, exterior dimensions, and consecutive number of all lots and blocks, or other parcels created by the subdivision, including bearings and distances and curve data for curving boundaries (with all curve dimensions for boundary lines shown outside any such boundaries);
- i. The acreage of each lot and a table showing the total number of lots, total acreage of the subdivided area, the total acreage in lots, the average lot size, the total acreage in streets, and the total acreage of any parcels dedicated to public use or held in common by the lot owners;

PHASE A – PLAT 16 CALCULATIONS	
TOTAL ACREAGE:	25.46 ACRES
BUILDABLE ACREAGE:	25.46 ACRES
TOTAL ACREAGE IN LOTS:	17.98 ACRES
PUBLIC RIGHT-OF-WAY:	5.48 ACRES
PAVED ROADWAY AREA WITHIN R.O.W.	3.11 ACRES
TOTAL OPEN SPACE:	2.01 ACRES
TOTAL IMPROVED OPEN SPACE:	2.01 ACRES
AVERAGE LOT SIZE:	6,419 SF/0.15 ACRES
LARGEST LOT SIZE:	15,935 SF/0.37 ACRES
SMALLEST LOT SIZE:	4,400 SF/0.10 ACRES
OVERALL DENSITY:	4.79 LOTS/ACRE
TOTAL # OF LOTS:	122 LOTS

- j. The names of all streets and widths and boundaries of all street and trail rights-of-way and utility easements, including bearings and distances and curve data for curving boundaries;
- k. Street names shall not contain cardinal directions (North, South, East, West) as this may conflict with the geographical coordinate identifier of the lot or parcel address;
- l. Address of all lots and parcels;
- m. The location and a description of all monuments set during the course of the survey;

- n. A signed and dated owner's dedication in the form approved by the city which includes a complete legal description of the parcel being subdivided, and in which the owners of record dedicate all open space, public ways, utilities and other public spaces to public use;
- o. A notary public's acknowledgment of the owner's certificate;
- p. A signed and dated certificate of consent in which all mortgagors, lienholders, and other parties with any real property interest, including the holders of mineral rights, in the property consent to its subdivision;
- q. A notary public's acknowledgment of the certificate of consent;
- r. Signature blocks for approval by the city council, city engineer and city attorney;
- s. An owner's dedication certificate, notary public's acknowledgement for each signature on the plat, a correct metes and bounds description of all property included within the subdivision, other affidavits, certificates, acknowledgements, endorsements and notarial seals as required by law, this title or by the city recorder or city attorney;
- t. A certificate for use by the county recorder in recording the plat after its approval;
- u. Building envelopes for each lot shall be shown on the final plat;
- v. Water rights conforming to the city's requirements or a public water supply agreement shall be submitted to the city attorney for approval;
- w. The zone in which standards were used to review the subdivision plat;
- x. Setbacks on residential plats.

2. Construction Plans. Construction drawings for required public improvements will include the following and are required to be submitted with all final plat applications:

- a. Plan, profile and construction detail drawings prepared by a licensed professional engineer, with his/her signature and seal.
- b. Control data shall be referenced to information contained on county area reference plats.
- c. Elevations shall be tied to an existing Utah County benchmark. Drawings shall show an elevation benchmark for the project.

- d. The drawing scale shall be one inch equals 20 feet horizontal and one inch equals two feet vertical. The vertical scale may be smaller if warranted by unusual circumstances.
- e. Stationing shall increase from left to right.
- f. Centerline data and property line data shall be shown, including details of all curves.
- g. Existing ground profiles shall be shown a minimum of 300 feet each way from the ends of subdivision streets.
- h. All existing and proposed improvements within the project or within 100 feet of the project or adjoining the subdivision shall be shown. This includes curb, gutter, sidewalk and underground pipes and utilities, ditches, canals, fire hydrants, street lights, water valves, etc.
- i. All proposed structures such as manholes, catch basins, clean-outs, etc., shall be shown. If city standard structure details exist, they may be referenced in lieu of detail.
- j. All proposed drainage facilities, including pipe and boxes, shall be shown. This includes plan and profile of the system showing the method of drainage water disposal.
- k. All vertical curves and horizontal distances shall be constructed in accordance with AASHTO requirements and standards.
- l. Elevations shall be shown on all horizontal and vertical curves at approximately 25-foot intervals and at the points of curvature and points of tangency.
- m. The minimum grade for curb and gutter shall be one-half percent identified on all curb returns and cross gutters. Percent of grade shall also be shown on straight grades with elevations at approximately 50-foot intervals with flow arrows to indicate the direction of drainage.
- n. All street names shall be shown.
- o. Show typical roadway cross-sections.
- p. The existing grade elevations shall be shown in the profile.
- q. Construction standards and specifications shall be referenced.
- r. Road signs and stop signs shall be shown.

3. Landscaping and Irrigation Plan. A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types and sizes of landscaping elements, sprinkler system plans, existing trees if any, and showing compliance with the landscaping or buffering requirements of the appropriate zoning district. The landscaping plan shall include, at a minimum, the following information:

- a. The location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, amenities, and lighting.
- b. The plant names (both botanical and common name), location, quantity, and size of all existing and proposed plants. The proposed plan should indicate the size of the plant material at maturation (see Chapter [17.60](#) EMMC for more landscaping standards).
- c. The landscaping plan should also exhibit the existing landscaping 20 feet beyond the property lines.
- d. Existing and proposed grading of the site indicating contours at two-foot intervals.
- e. Plans showing the irrigation system shall also be included in the landscaping plan submittal.
- f. Proposed and existing fences and identification of the fencing materials.
- g. A summary of the total percentage of landscaped areas, domestic turf grasses, drought-tolerant plant species along with the estimated cost of all the improvements.
- h. Make, model number(s), and picture(s) of all proposed structures (playgrounds, pavilions, benches, etc.).

4. Final Utility Plan. Utility plans showing all the utilities including but not limited to water, sewer, and storm drain. The location and size of existing and proposed utility lines and facilities in or adjacent to the proposed development shall also be shown.

5. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan prepared and stamped by a licensed engineer shall be submitted. The report shall contain the drainage basin map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and subbasin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the report shall contain at a minimum the following information:

- a. The existing roadways, drainage ways, vegetation and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

b. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

c. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

d. A general discussion of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

e. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils and greases are separated from storm water.

f. Maintenance plan and procedure for storm water system; thorough narrative of all charts, graphs, tables or other information included in the report describing how it affects the proposed development.

g. Infrastructure design criteria showing the piping is sized to handle the peak intensity of the 10-year storm event; all detention basins are sized to handle a 100-year storm while discharging at a maximum 10-year, 24-hour historical rate; a 10-foot traffic lane in both directions is maintained at all locations within the development; and that the roadway and infrastructure will handle a 100-year storm event without flooding homes or damaging public property.

h. Grading plan showing soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within development including: the identification of slopes; fill and cut depths; and rock features within 10 feet of post-grade soil surface.

i. The grading plan shall also show how the grades will allow water to run off of lot areas without ponding and creating flooding problems for homes.

j. Erosion control shall: show how erosion will be controlled during construction; explain and design such that construction debris and silts will not be collected by storm water system; show and design for all cut and fill slopes that will not be eroded and how these areas will be revegetated.

6. Easements. The proposed grants of easement to be imposed on any land within the development.

7. Soils Report. A soils report prepared and stamped by a licensed engineer.

8. Engineer's Cost Estimate. An engineer's cost estimate shall be submitted for all required public improvements. The estimate shall be prepared, signed, and sealed by a Professional

Engineer licensed in the State of Utah and shall include itemized quantities, unit costs, and total costs for all required public improvements. The City Engineer may review and adjust, or require revisions to, the estimate as necessary to account for changes to the proposed plat or supporting documents, and to reflect current market conditions, anticipated construction costs, or other factors affecting the cost of completing the required improvements.~~Engineer's Estimate. An engineer's estimate prepared by the design engineer, including detailed estimates of park amenities and landscaping improvements.~~

9. Fee. The processing fee required by the current consolidated fee schedule approved by the city council. [Ord. [O-33-2025](#) § 1 (Exh. A); Ord. [O-20-2018](#) § 2 (Exh. A); Ord. [O-07-2014](#) (Exh. A); Ord. [O-13-2012](#) § 2 (Exh. A); Ord. [O-16-2010](#) § 2 (Exh. A); Ord. [O-23-2008](#) § 2 (Exh. A § 5.4); Ord. [O-23-2005](#) § 3 (Exh. 1(2) § 5.4)].

Chapter 17.100 SITE PLAN REVIEW

17.100.070 Application.

The property owner or an authorized agent shall make application on forms created by the planning director. No site plan application shall be processed without the submission of the application, all the supporting materials as required by this chapter, and processing fee. Incomplete applications shall not be processed under any circumstance. When the city's ordinances require a conditional use and/or subdivision approval, these applications may be processed concurrently with a site plan.

A. Supporting Materials. The site plan application shall be submitted with the materials listed in this section. The planning director and planning commission may determine and require that additional items not listed herein be submitted in order to evaluate the proposed site plan application. If a development has been previously reviewed (conditional use or subdivision approval), or the applicant believes that some of the required supporting materials are not applicable, then the applicant may submit a written statement to identify and clarify why they believe these materials are not needed for review of the project. Upon review of this statement, the planning director may waive the requirements of certain materials relating to improvements that have been reviewed and approved in a previous application process or are not found to be applicable to the project. The following materials must be submitted with a complete application, unless otherwise waived as allowed herein. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

1. Ownership Affidavit. A document detailing all covenants, grants of easement or other deed restrictions applicable to the site and an ownership affidavit shall be submitted.

2. Vicinity Map. A vicinity map (which can be included on the site plan) showing the general location and indicating the approximate location of the subject parcel.
3. Context Plan. A context plan including the existing features on the property and within 200 feet of the proposed site plan property line. Existing features include, but are not limited to, buildings, roads, ingress and egress points, landscaping areas, pedestrian paths, and property names.
4. Survey. The survey prepared and stamped by a Utah-registered land surveyor listing the metes and bounds, legal description, and the gross acreage within the subject parcel.
5. Site Plan. A site plan, prepared and stamped by licensed and/or certified professionals including, but not limited to, architects, landscape architects, engineers, surveyors, or other professionals deemed necessary by the planning director. The city may require plans prepared by any or all of the above-noted professionals. The site plan shall contain the date, scale, north arrow and the following items:
 - a. Boundaries of the subject parcel and the entire parcel (where the project does not occupy the entire parcel of which it is part).
 - b. Existing and proposed streets, watercourses, easements and other rights-of-way, and section lines.
 - c. Locations, dimensions, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties.
 - d. Access points, provisions for vehicular and pedestrian circulation onsite and offsite, interconnection to adjacent sites and dimensions of such access and circulation.
 - e. Acceleration and deceleration lanes, and dimensions thereof, if required.
 - f. Off-street parking and loading areas complying with Chapter [17.55](#) EMMC and indicating the required number of stalls and aisles scaled to the correct dimensions, the correct number of handicapped-accessible parking spaces, lighting, landscaping and irrigation, the percentage of landscaping to impervious surfaces, and pedestrian walkways.
 - g. Screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements.
 - h. Location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures.

- i. Location and size of existing utilities and general location of utility access points and hookups.
- j. Location, type and size of all signage including advertising and directional signage.
- k. Tabulation of square footage devoted to various land uses, ground coverage by structures and other impervious surfaces.
- l. Location of existing and proposed curb, gutter, sidewalk, park strip and edge of asphalt, to be signed and stamped by a licensed professional engineer.
- m. Type of construction of all structures, presence or absence of fire sprinkling and location of existing and proposed fire hydrants.
- n. Location of all existing and proposed irrigation systems, both on site and on adjacent properties, including, but not limited to, ditches, pipes, and culverts.
- o. A statement on the site plan that all applicable elements of the Americans with Disabilities Act accessibility guidelines will be adhered to.
- p. The piping of all existing irrigation ditches which affect the site.
- q. The names of all adjacent property owners.

6. Landscaping Plan. A landscaping plan prepared and stamped by a licensed landscape architect, indicating the location, spacing, types and sizes of landscaping elements, sprinkler system plans, existing trees, if any, and showing compliance with the landscaping or buffering requirements of the appropriate zoning district. The landscaping plan shall include, at a minimum, the following information:

- a. The location and dimension of all existing and proposed structures (when feasible), property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.
- b. The plant names (both botanical and common name), location, quantity, and size of all existing and proposed plants. The proposed plan should indicate the size of the plant material at maturation.
- c. The landscaping plan should also exhibit the existing landscaping 20 feet beyond the property lines.
- d. Existing and proposed grading with contours at one-foot intervals for areas with grades less than five percent. Areas in excess of five percent shall have contours shown at two-foot intervals.

e. Plans showing the irrigation system shall also be included in the landscaping plan submittal.

f. Proposed and existing fences and identification of the fencing materials.

g. A summary of the total percentage of landscaped areas, domestic turf grasses, and drought-tolerant plant species along with the estimated cost of all the improvements.

7. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan prepared and stamped by a licensed engineer shall be submitted. The report shall contain the drainage basin map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and subbasin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the report shall contain, at a minimum, the following information:

a. The existing roadways, drainage ways, vegetation and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

b. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

c. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

d. A general discussion of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

e. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils and greases are separated from storm water.

f. Maintenance plan and procedure for storm water system; thorough narrative of all charts, graphs, tables or other information included in the report describing how it affects the proposed development.

g. Infrastructure design criteria showing the piping is sized to handle the peak intensity of the 10-year storm event; all detention basins are sized to handle 100-year storms while discharging at a maximum 10-year, 24-hour historical rate; a 10-foot traffic lane in both directions is maintained at all locations within the development; and that the roadway and infrastructure will handle a 100-year storm event without flooding homes or damaging public property.

h. Grading plan showing soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within a development including: the identification of slopes; fill and cut depths; and rock features within 10 feet of post-grade soil surface.

i. Erosion control shall show: how erosion will be controlled during construction; explanation and design showing that such construction debris and silts will not be collected by storm water system; show and design for all cut and fill slopes will not be eroded and how these areas will be restored to their natural vegetative state.

8. Engineer's Cost Estimate. An engineer's cost estimate shall be submitted for all required public improvements. The estimate shall be prepared, signed, and sealed by a Professional Engineer licensed in the State of Utah and shall include itemized quantities, unit costs, and total costs for all required public improvements. The City Engineer may review and adjust, or require revisions to, the estimate as necessary to account for changes to the proposed plat or supporting documents, and to reflect current market conditions, anticipated construction costs, or other factors affecting the cost of completing the required improvements.

9. Lighting Plan. A lighting plan, which indicates the illumination of all interior areas and immediately adjoining streets showing the location, height, lumen output and type of lighting proposed.

~~9~~10. Elevations. Elevations of all buildings, fences and other structures viewed from all sides indicating heights of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A letter of approval from the applicable architectural review committee must also be submitted.

~~10~~11. Traffic Impact Study. A traffic impact study (completed by a professional that is competent in the field of traffic engineering) may be required if it is estimated by the city engineer that the project could generate traffic impacts that require further study or that may require site improvements to transportation facilities. Said study shall include, but not be limited to, the following: an analysis of the average daily trips generated by the proposed project; an analysis of the distribution of trips on city street systems; a description of the type of traffic generated; and recommended on-site improvements that may mitigate negative traffic impacts.

~~11~~12. Phasing Plan. If the site plan is to be developed in phases, a plan that shows the phasing of the development must be submitted.

~~12~~13. Water Rights. Documentation of sufficient water rights for the proposed project must be provided.

~~13~~14. Utility Demands. A summary projecting the utility demands that the development will create for communication lines, water, electricity, natural gas, and sewer.

~~14~~15. Electronic Files. Electronic files of all the drawings for the project must be submitted.

~~15~~16. Signage Plan. A signage plan shall be submitted in accordance with the standards contained in Chapter [17.80](#) EMMC.

~~16~~17. Public Notice. Noticing as required by Table 17.05.200(a).

~~17~~18. Fee. The processing fee required by the current consolidated fee schedule approved by the city council. [Ord. [O-34-2025](#) § 1 (Exh. A); Ord. [O-12-2014](#) (Exh. A); Ord. [O-16-2010](#) § 3 (Exh. B); Ord. [O-18-2008](#) § 2 (Exh. A § 20.7); Ord. [O-11-2008](#) § 2 (Exh. A § 20.6); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 20.7)].