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October 20, 2021

Weber County Board of Adjustment
2380 Washington Blvd.
Ogden, UT 84401

Re: Legal Opinion on Appeal by Angelika Spaey

Credentials

I am an attorney duly licensed to practice law in the State of Utah. I was admitted to the Utah Bar in 2001, and have been practicing law in local government for twenty (20) years. In 1997, I received my Bachelor Degree from Weber State University in Political Science and my Citizen Planner Certificate from the University of Utah in Land Use Planning. My Jurist Doctorate was obtained in 2001. During law school I worked for Laramie, Wyoming as a City Planner. I have extensive experience in Land Use and Development working for multiple cities and towns in two (2) states. I presently represent multiple municipalities in Utah, and several specifically in Weber County. I am also an administrative law judge for a municipality in Utah County.

Issue

The issue in the appeal filed by Angelika Spaey is whether the county permits issued to Heidi Christiansen and Allen Kirk Construction, LLC (Developers) for Lot 22 of Fairway Oaks PRUD, 3924 North 4800 East, Eden, Utah, was made “ultra vires” therefore being arbitrary, capricious, or illegal.

Summary

Angelika Spaey is the property owner of 3924 North 4800 East, Eden, Utah. She appeals the issuance of the Weber County Storm Water Construction Activity Permit (see Exhibit 7), the Building Permit Number 21U388 (see Exhibit 3) issued on August 13, 2021, and the Land Use Permit Number LUP232-2021 (see Exhibit 8) dated July 14, 2021, (collectively “County Permits”). It is asserted that the County Permits were issued “ultra vires” and are arbitrary, capricious, or illegal. This is the basis for this appeal which was within the statutory time line established under the County Code.

Statement of Facts

Angelika Spaey purchased her property located in Fairway Oaks at 3924 North 4800 East, Eden, Utah, in 2001. The area was a Planned Residential Unit Development (PRUD) with small patio-style homes. The subdivider of Fairway Oaks received Plat approval from Weber County for the

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Page 2

Fairway Oaks at Wolf Creek (Fairway Oaks), a PRUD, in September 1997 (See Exhibit 12). There was also a Conditional Use Permit (CUP) included in the PRUD approval according to a Weber County Planning Staff Report dated June 24, 1997, included in Exhibit 9.

The Fairway Oaks is governed by a Home Owners Association (HOA) consisting of “elected Directors, and their appointed Officers” according to the Amended and Restates Rules and Regulations dated June 11, 2020, in Exhibit 1, and the Bylaws of Fairway Oaks in Exhibit 4. The Fairway Oaks HOA has adopted Amended and Restated Declarations of Covenants, Conditions, and Restrictions (CC&Rs) which were duly recorded with the Weber County Recorder under Entry Number 2686681 on May 16, 2014, as shown in Exhibit 5. The CC&Rs contain 90 pages of detailed covenants and restrictions including architectural standards and yards under Article 2 and Article 6. The CC&Rs are enforced by the HOA and constitute an enforceable contract between the lot owners on the PRUD.

Further, to govern new construction, the HOA has a Design Review Board that prescribes Design Guidelines for New Construction, Remodeling, Landscaping, and Painting as provided in Exhibit 6. Fairway Oaks also publishes a Brochure showing the types of homes to be constructed in the PRUD as shown in Exhibit 2.

Heidi Christiansen previously built a home on Lot 28 in the PRUD. In October, 2020 Ms. Spaey was told Ms. Christiansen would also be building on Lot 22 in the PRUD. The County Permits issued for Lot 22 is the subject of this appeal.

Meeting minutes and engineering recommendations reflect that only small patio-style homes are to be built because there exists in the PRUD active surface springs. Lot 22 also has slope issues that makes development difficult. During the approval process in 1997, the Weber County Township expressed concerns about water run-off and springs on the property. A stream Alteration Permit was required and approved by the state on August 8, 1997, included in Exhibit 9. With these geotechnical challenges each Lot in Fairway Oaks includes a “development envelope” where a single-family home is to be located. There was a Plat amendment in 2008 to correct errors on the original plat. The CUP was granted by Weber County in conjunction with this PRUD approval in 1997.

The Fairway Oaks HOA Board and Steve Burton, Weber County Planner, were provided these documents on this matter. The HOA denied the approval of the home proposed on Lot 22 because it does not meet the standards set forth in the CC&Rs. On July 20, 2021, Ms. Spaey heard that Ms. Christensen would be disregarding the denial by the HOA. At this point Mr. Burton had approved the building plans. Ms. Christensen met with the HOA board on July 28, 2021. The board asked her not to build. On August 17, 2021 excavation began on Lot 22, in violation of the required HOA approval.

Governing Law

The Community Association Act, Utah Code § 57-8a, applies to the HOA for Fairway Oaks. Fairway Oaks HOA is duly established and existing under the law of Utah to operate as an HOA and enforce the CC&Rs, Bylaws, and other documents related to the operation of the HOA.

Application of CC&Rs under state law has been applied by the Utah Supreme Court in various case law. The Courts are clear that the purpose of restrictive covenants are as “method of effectuating private residential developmental schemes” which afford property owners in the PRUD the rights to enforce those covenants against others in the PRUD. (See Swenson v. Erickson, 998 P.2d 807 (2000, Utah).

In Swenson v. Erickson, the Utah Supreme Court further states that “interpretation of [restrictive] covenants is governed by the same rules of construction as those used to interpret contracts” and governed by its plain language to give purpose for which it was created.

The Utah Supreme Court in Fort Pierce v. Shakespeare, 379 P.3d 1218 (2016, Utah) cites Restatement 3rd of Property (Servitudes) § 4.1(1) (Am. Law Inst. 2000) which reads:

The rule that servitudes should be interpreted to carry out the intent of the parties and the purpose of the intended servitude departs from the often expressed view that servitudes should be narrowly construed to favor the free use of land. It is based in the recognition that servitudes are widely used in modern land development and ordinarily play a valuable role in utilization of land resources.

The Court’s analysis in Fort Pierce applies to CC&Rs, which are used in modern land development and play a valuable role in establishing and enforcing plans for the improvement and development of Fairway Oaks.

As part of the holding in Fort Pierce, the Court found that the owners association Board had authority to deny a cell phone tower on a lot and the Board was exercising its authority consistent with the CC&Rs. The Court states that, “[t]he CC&Rs indicate that the [owners] Board has the right to consider a number of factors, including “the suitability of the proposed structure.” Being that this case was in St. George, Utah, the Court also stated that the [owners] Board in Fort Peirve v. Shakespeare, “[c]learly, under the CC&Rs, the [owners] Board has authority to consider the city ordinances, and clearly those ordinances seek to prevent unnecessary proliferation of cell phone towers and promote collocation.”

Fairway Oaks was approved based upon the state law enabling legislation in Title 10, Chapter 9 of the Utah Code for conditional uses and subdivisions in effect in 1997. Weber County adopted its ordinances for the application of the state enabling legislation for conditional uses and subdivisions which included provisions for a PRUD development. Development in the Fairway Oaks PRUD is subject to and must be consistent with that approval.

Weber County Code Section 102-1-7 governs appeals and designates the Weber County Board of Adjustments to hear this appeal. Utah Code 10-9a-701, et. seq, allows an adversely affected person to file an appeal to a final land use decision. Utah Code 10-9a-801 requires that an appeal must be made before a party can sue in the District Court.

Analysis

Angelika Spaey is a person who is adversely affected under state law by a final decision made by Weber County, being the County Permits issued on various applications filed by Ms. Christiansen and Allen Kirk Construction (Developers). Angelika Spaey has effectively articulated her status as an adversely affected party as set forth in her Appeal and Affidavit in Exhibit 13. The Weber County Board of Adjustment is the entity designated under Weber County Code to hear this appeal under Section 102-1-7. In order for Angelika Spaey to pursue a case in the District Court, Utah Code 10-9a-801 requires that she first make this appeal to the Weber County Board of Adjustments.

Angelika Spaey lives in the Fairway Oaks PRUD. The Fairway Oaks PRUD has an HOA that lawfully operates under the Community Association Act, Utah Code § 57-8a, and enforces its CC&Rs, Bylaws, and other documents related to Fairway Oaks. This includes enforcing the development of new construction in Fairway Oaks. Developers are subject to the CC&Rs and development requirements of the Fairway Oaks HOA for Lot 22.

Caselaw outlined by the Utah Supreme Court supports the Fairway Oaks HOA in administering and enforcing its CC&Rs, Design Guidelines for New Construction, and other documents. The Developers of Lot 22 failed to obtain approval from the HOA. Notwithstanding, the failure of Developers of Lot 22 to obtain the required HOA approval, Developers circumvented this approval process and went directly to Weber County where they unlawfully obtained the County Permits subject to this appeal. The plain language of the CC&Rs requires design review approval for the Developers of Lot 22, and this is a valid enforcement of the CC&Rs by Angelika Spaey, who is a party to said CC&Rs as an owner in Fairway Oaks.

Further, the Developers disregarded the 1997 CUP approval, the PRUD approval, and the 2008 Plat Amendment that outlined requirements and protections be put in place as part of the PRUD approval for the development of the PRUD, including Lot 22. These protections, among other things, require appropriate setbacks for each house, construction within the development envelope, limits on sizes, and certain architectural standards. In failing to develop Lot 22 to the required standards, Developers also disregarded site layout requirements to avoid geotechnical problems areas such as slopes, high ground water, and springs. This disregard for the rules of development approval under the CUP and PRUD by Weber County puts the Developers in violation of the CUP and PRUD approval granted in 1997. In 1997 and subsequent approvals, Weber County intended that the development standards and rules be followed for this CUP and the PRUD for Fairway Oaks.

Lastly, administration of certain elements of the CUP and PRUD was delegated to the HOA in 1997, and hence the HOA approval is required. The County is bound to follow its own laws and regulations under state law and case law, and to honor the approved CUP and PRUD in this case where new construction effectuates the HOA grant approval before the issuance of County Permits. Applicants are also bound, by contract, to follow the HOA requirements under the CC&Rs and other relevant documents.

Conclusion

The Developers have violated two (2) general laws in obtaining the County Permits with renders the County Permits invalid.

First, Developers failed to obtain the required approval from the Fairway Oaks HOA for the new construction on Lot 22 when seeking the County Permits. Developers are required to comply with the CC&Rs and other development requirements approved as part of the PRUD and CUP under Weber County. Failure by the Developer of the to obtain the HOA approval prior to issuance of the County Permits is “ultra vires” therefore issuance of the County Permits is arbitrary, capricious, or illegal.

Second, the issuance of the County Permits also puts Lot 22 in violation of the original CUP approval and the PRUD approval by Weber County. These approvals require ongoing enforcement of new construction to ensure that proper setbacks, slopes, development with the envelope area, application of geotechnical recommendations, and other development restrictions. Some of these are enforced by the HOA under the approval by Weber County. Weber County cannot issue the County Permits that violate the CUP and PRUD approval for Fairway Oaks. Therefore, the issuance of the County Permits in this matter is invalid.

This legal analysis provides the Weber County Board of Adjustments clear evidence and documentation that support this appeal to render the issuance of County Permits invalid, and also being “ultra vires” as arbitrary, capricious, or illegal.

Sincerely,



William M. Morris,
Attorney at Law

Exhibit 1

AMENDED AND RESTATED

Rules and Regulations

FAIRWAY OAKS HOMEOWNERS ASSOCIATION

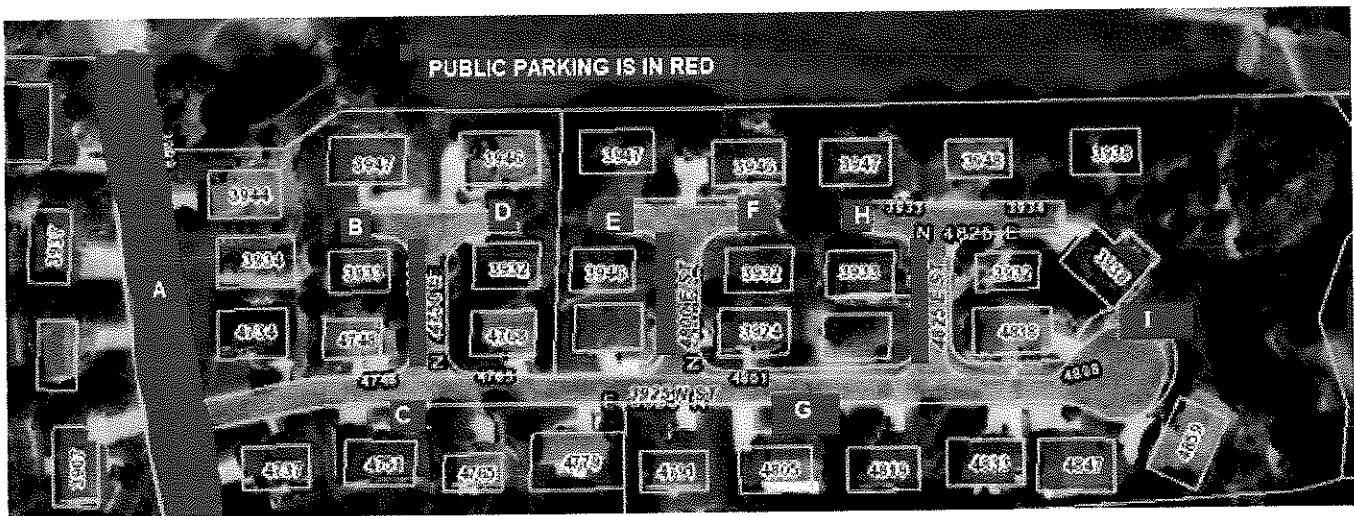
June 11, 2020

1. **WELCOME:** From the Board of Fairway Oaks, and on behalf of all owners, welcome to the Fairway Oaks community. These Rules and Regulations are for the purpose of promoting the best interest of the owners and occupants of the homes in Fairway Oaks (the "Community"), to secure full fair and safe utilization and enjoyment by such owners and occupants, to protect and enhance the property values, to protect persons and property against injury or damage, and in general, to promote the health, safety, and general welfare of the owners and occupants. Your elected Directors, and their appointed Officers and committee members are volunteers. It is very much appreciated that all join in to uphold these principles, as a community, to make Fairway Oaks a pleasant place to live.
2. **Changes Made Effective June 11, 2020**

The Board of Directors has made changes to these Rules and Regulations, effective June 11, 2020.

GENERAL RULES AND REGULATIONS. (refer to Article 7 of CC&Rs)

PARKING GUIDELINES:



The Community includes several *off-street* parking areas that are contiguous to the streets and are separate and apart from the driveways. These are located along Fairway Oaks Dr, the cul-de-sac and the T's. All *off-street* parking spaces are considered Common Area and available for use by all Owners, tenants, guests.

Street parking is only allowed on the west side of the north-south parts of the T's (Tanglewood Ct, N 4800 E, and N 4825 E). Please use off-street parking if available, before parking on the specified streets. **Street parking is not allowed on any street at any time that snow removal may be required.**

Only actively registered vehicles which are in operating condition can be left in general view (including on any driveway).

Recreational vehicles (motor homes, campers, trailers, boats, snowmobiles, 3-wheel motor vehicles or similar items) cannot be stored in the Community except they may be parked or stored in the garage provided the garage door can be closed. Registered recreational vehicles may be parked in *off-street* and T street locations as discussed above, up to 48 hours.

Please use your judgement if you need to work on a boat, trailer, motorhome, as in loading and unloading, nearer to your garage and tools. If you need an extended time greater than 48 hours, consider discussing with a Board member.

Violations are subject to a \$25 fine per day per vehicle with notice to the owner with 24hrs to resolve. Fines will not be levied without notice.

The speed limit in the Community is 20 MPH.

Signs

Only Real Estate signs are permitted to be displayed on any property or common area. *(Caution! Real estate signs should be placed a minimum of one foot back from the curb and should be removed within forty-eight (48) hours of closing or expiration of listing.)*

Nuisances

Noxious, dangerous or offensive activity which includes the creation of offensive odors or loud or offensive noises such as continuously barking dogs and loudspeakers that may be or become an annoyance or nuisance to other Owners, guests and tenants are not permitted.

The Quiet Hours are 10 PM to 7 AM. No activity that creates a disturbance ***such as construction or motorized yard tools*** is permitted during these hours.

Recreational vehicles such as snowmobiles, off-road motor vehicles, dirt bikes or ATVs may not be operated on any portion of the community except as necessary for the loading or unloading of such vehicles.

Trash cans

Trash receptacles may be placed on the street only on designated pick-up day and may not be stored in the front area of any home. No waste materials may be discarded on the common areas or facilities.

Pets

Each home may have up to two (2) pets, except that if the house is rented only one (1) pet is allowed without approval of the Board. All pets are the responsibility of their owners and shall not become a nuisance or burden to other owners or occupants. Leash laws will be enforced. Any pet outside the home must be restrained using a leash or other similar restraining device. Animals shall not be raised, bred or kept for any commercial purposes within any portion of the Community. Animal enclosures such as dog houses or dog runs may not be constructed in the Community. **You must pick up after your pets. Please do so immediately, not weekly, as scent attracts other animals.**

Common Areas

The common areas of the association are for the exclusive use and enjoyment of all owners, tenants and guests. Please keep these areas clean and available.

Dark Sky Initiative / Neighborhood lighting

As part of the greater Wolf Creek Resort community, the HOA supports the objectives of the "International Dark Sky Initiative" for which the upper valley has been designated. Owners and Renters are encouraged to use low wattage bulbs, 25 watts or less, in their permanent outside light fixtures, and to select fixtures that shield and downcast lighting. Motion sensor or permanent spot or flood lights are prohibited. Please turn off all outside lighting after 11PM (including decorative lighting) except on Christmas Eve, so that Santa does not lose his way.

Contact Information

Owners are responsible to provide the Board with current contact information including name, phone, and email. The same must be provided for your renters, along with an e-copy of the lease, as is required by the CC&R's, for rental periods greater than thirty (30) days. This must be provided within 10 days of closing for new purchases, or from occupancy date as stated in lease for new renters. For transfer of ownership, a "Transfer Fee" of \$100.00 will be required to be paid within 10 days of closing, along with contact information. This fee will be given entirely to our HOA Treasurer to compensate them for time required to make updates to our billing and recordkeeping systems.

Short Term Renting Rules

- In accordance with the CC&R's, homes may be rented to one single family unit. The maximum occupancy of any rented home shall be two (2) persons per bedroom.
- Rental Owners must adhere to the items below and other requirements of CC&Rs governing Short-Term Rentals:
 - All rental contracts must be for a minimum of three (3) nights.
 - The Owner may not lease less than the entire Home.
 - The Owner must use a licensed real estate agent or obtain a business license from Weber County.
 - The Owner must provide the tenant with an electronic or written copy of all current Rules and Regulations and a list of any relevant provision of the CC&Rs related to

tenant conduct. The Owner must also post a written copy of such information in a readily visible location in the Home.

- No more than one "off-street" or "side street" parking space shall be occupied by any short-term rental home guests.
- The Owner assumes complete responsibility for the actions and behavior of their tenants and the guests of their tenants. Any violation of the Governing Documents by any tenant or guest of a tenant may result in a fine being levied against Homeowner.

Mail Box Keys

- For each mailbox key requested by an owner, a non-refundable payment of \$10 is required.
- For each mail box key requested by a renter, a \$50 payment will be required. \$40 of that fee is refundable to the renter upon return of the mail box key.
- The HOA will designate a Keeper of the Keys who will distribute keys and collect fees.
- Each vacating renter and owner must return mail box keys to the Keeper of the Keys. If any refund is due, the Treasurer will issue the refund.

Fines

For each and every violation or infraction of any Rule or Regulation specified above, or as otherwise provided for in the Declaration of CC&Rs, the Bylaws, or the Design Review Board Guidelines, the liquidated damages sum which may be assessed by the Association on written notice to the owner shall be \$25.00. If a violation or infraction is a continuing one, the continuation thereof for each day shall be deemed a separate and distinct violation or infraction resulting in a separate \$25.00 fine assessment.

Other Rules

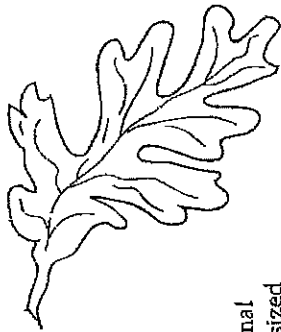
The Declaration of CC&Rs of the Fairway Oaks Community contains additional restrictions which may not be stated in these Rules and Regulations.

Exhibit 2

QUALITY FEATURES YOU CAN DEPEND ON

AT

Fairway Oaks

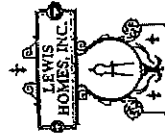


- Personal over-sized jetted bathtub
- Marble or tile tub and shower surrounds
- Stone and timber family room with fireplaces
- High quality kitchen appliances
- Custom wood cabinetry throughout
- Beautiful countertop treatments in kitchen and baths
- Attractive wood and stone entryway
- Customized large closets
- Vaulted ceilings
- Safety protection using fire doors and smoke alarms
- Telephone and satellite ready
- High efficiency heating



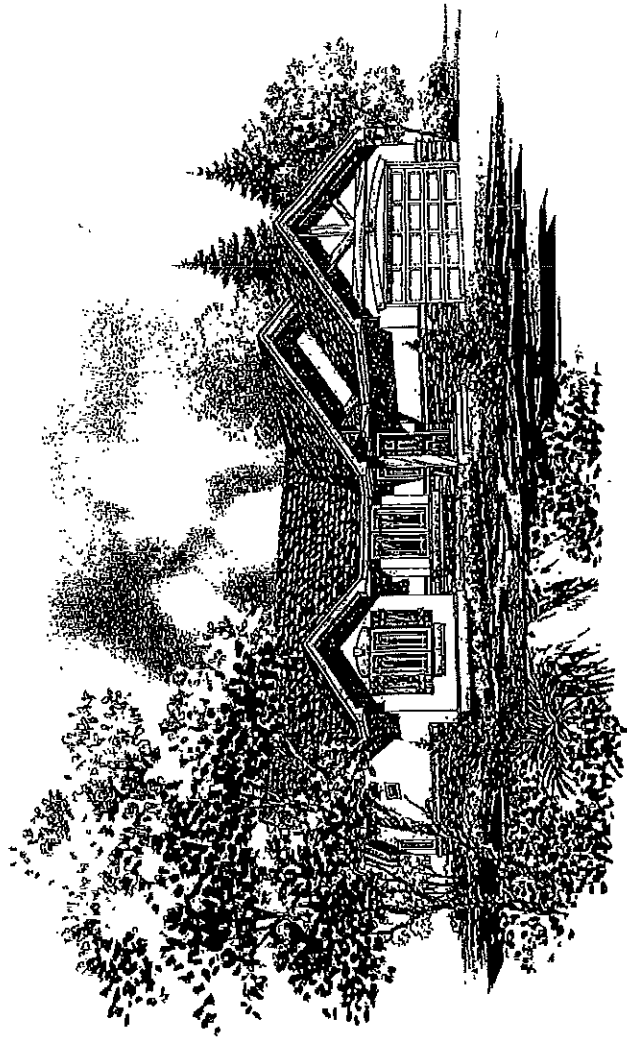
*Everything you ever wanted
in your home is either already
included or available as an option.
Welcome Home!*

- Direct access to 18 hole Wolf Creek Golf & Country Club
- Stone and timber exteriors
- Automatic garage door openers
- Fully landscaped common areas
- Common playground and common recreational area
- View-capturing double-paned windows
- Extra high strength trusses for roof support
- 25 year Dimensional roofing with profile ridge
- 50 gallon water heater
- High quality cement driveways
- 10 minutes from Powder Mountain Resort Area
- 20 minutes from 2002 Olympics Snowbasin Ski Area



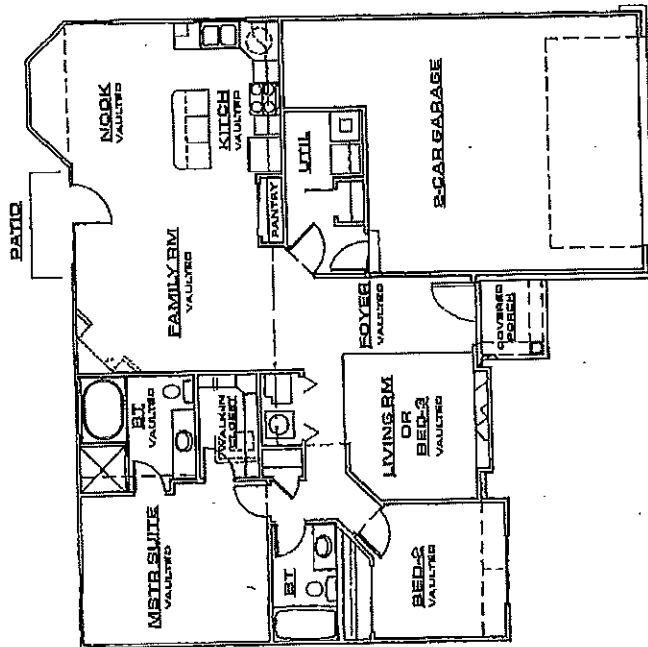
CUSTOM BUILT HOMES
&
COMMUNITIES

P.O. BOX 660 • CEDAR, UTAH 84710
(801) 745-0203 • FAX (801) 745-0234

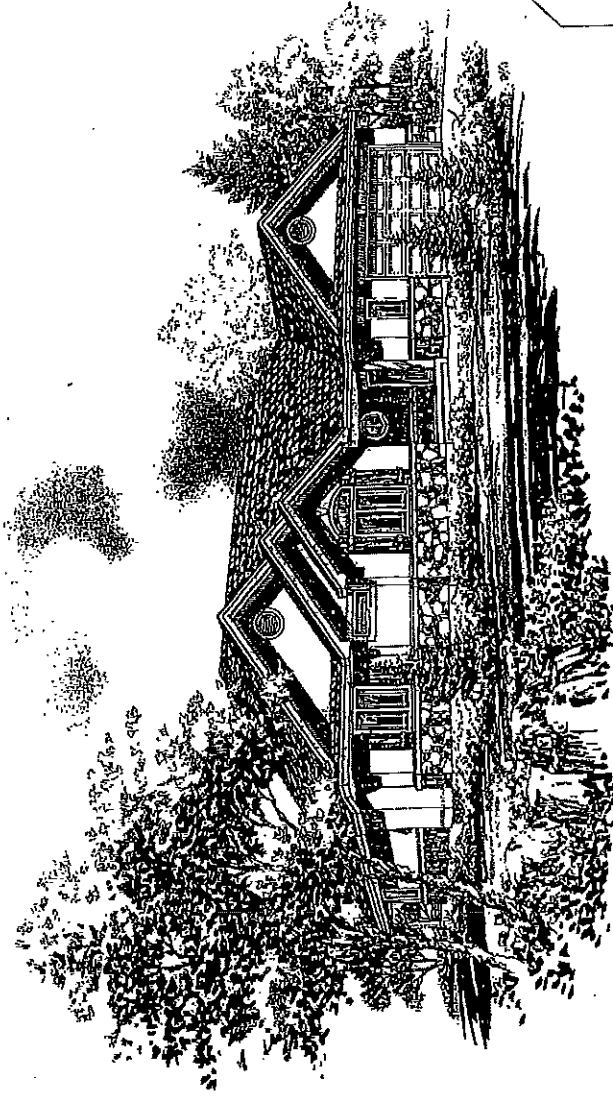


THE MERIDIAN

1,326 Square Feet

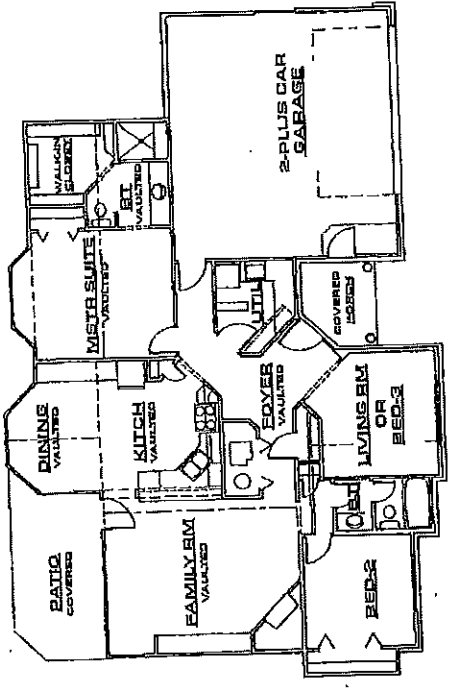


FLOOR PLAN



THE TANGLEWOOD

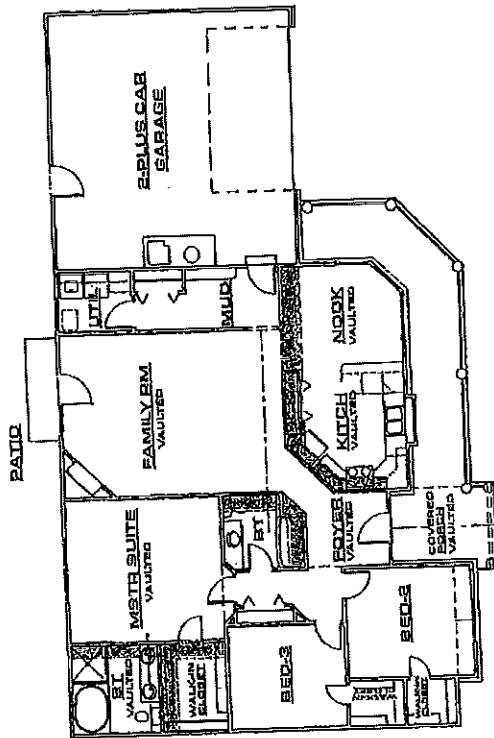
1,502 Square Feet



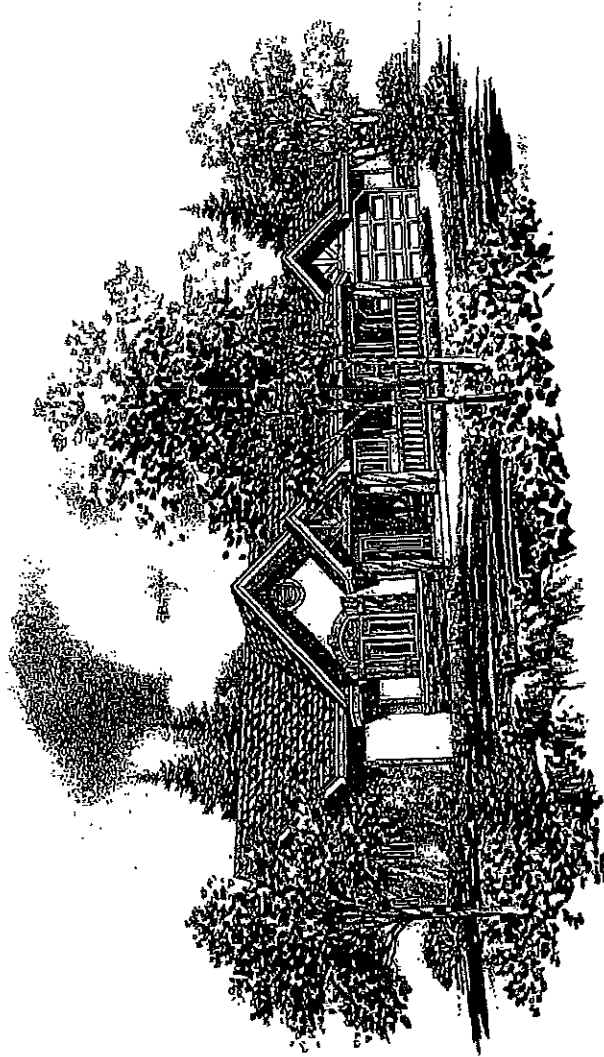
FLOOR PLAN

THE PINEHURST

1,632 Square Feet

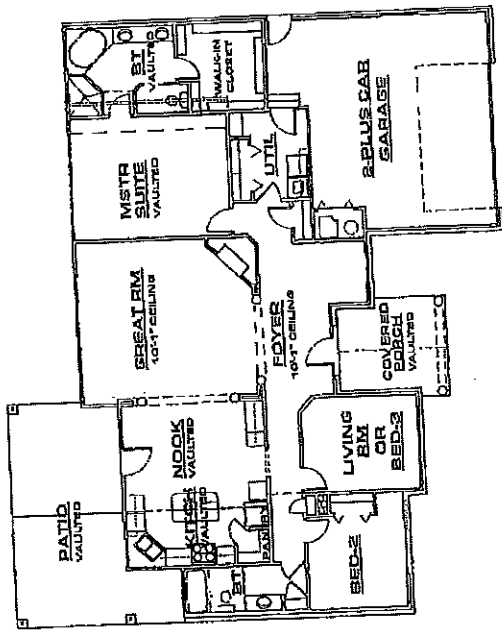
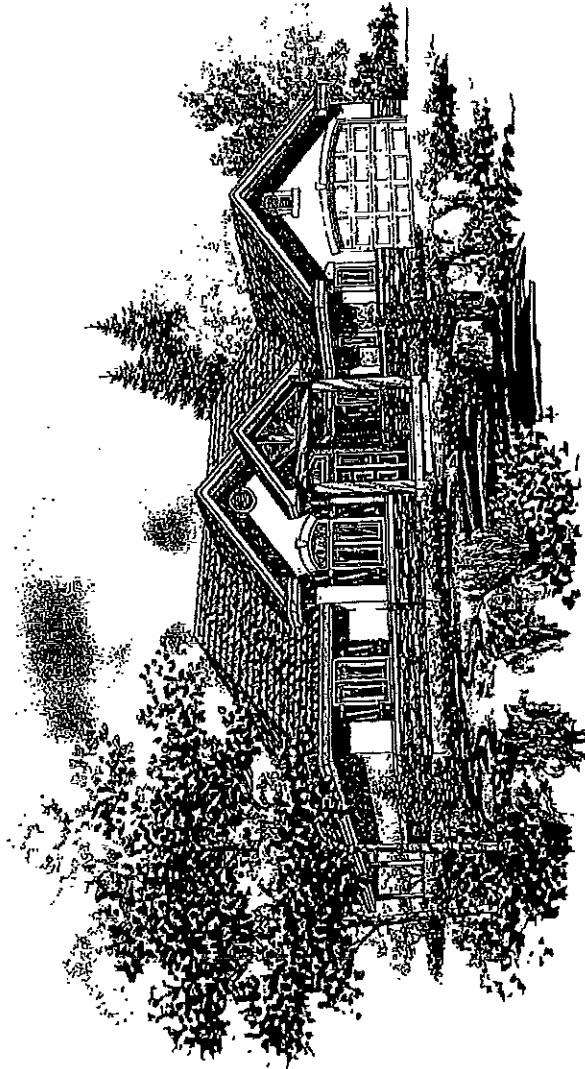


FLOOR PLAN



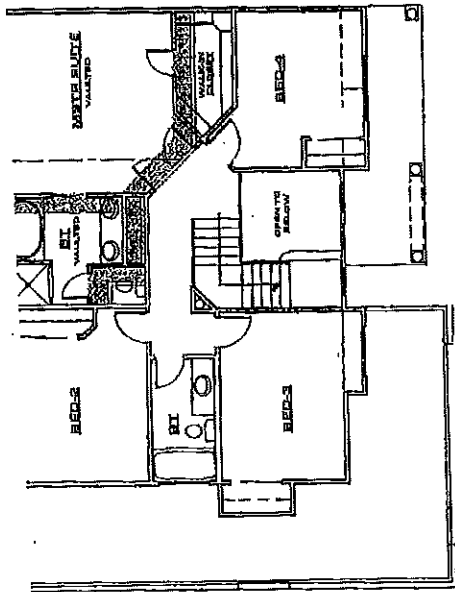
THE GRAND CYPRESS

1,865 Square Feet

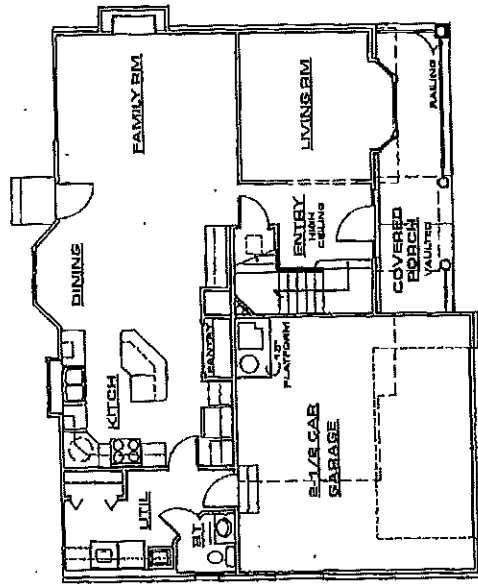


FLOOR PLAN





UPPER FLOOR PLAN

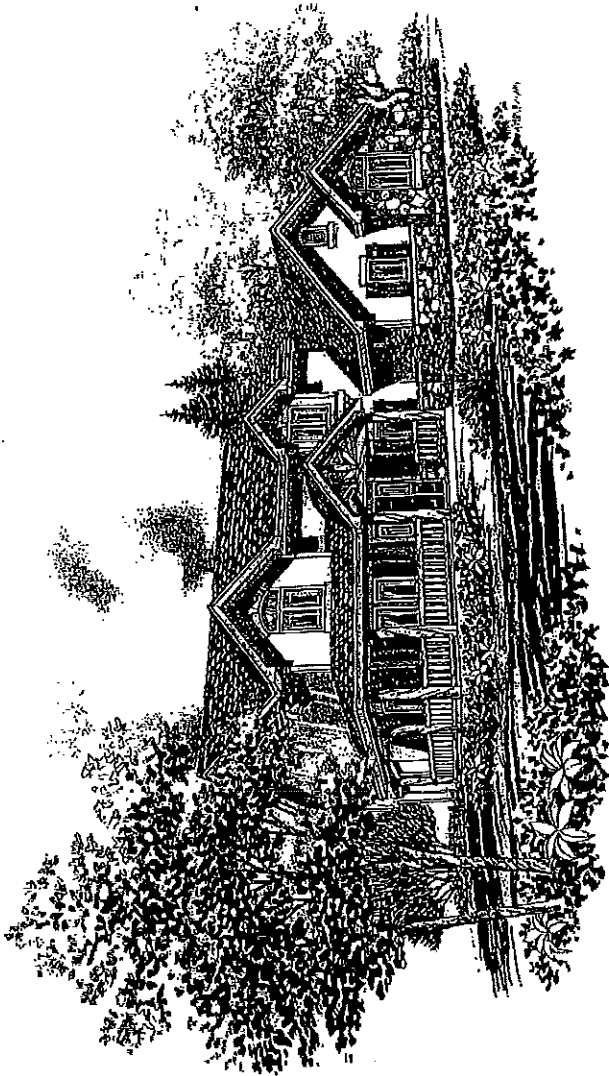


MAIN FLOOR PLAN



THE SAWGRASS

1,084 Square Feet - Main Level
 956 Square Feet - Upper Level
 2,040 Square Feet - Total

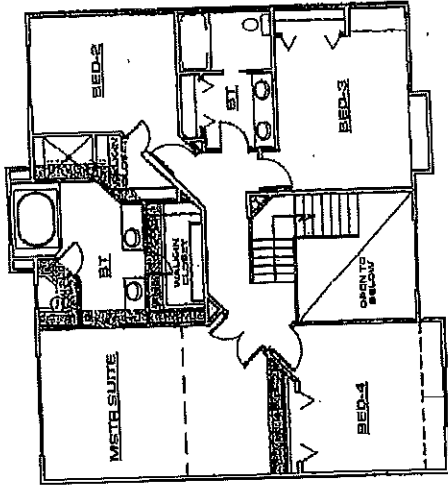


THE HERMITAGE

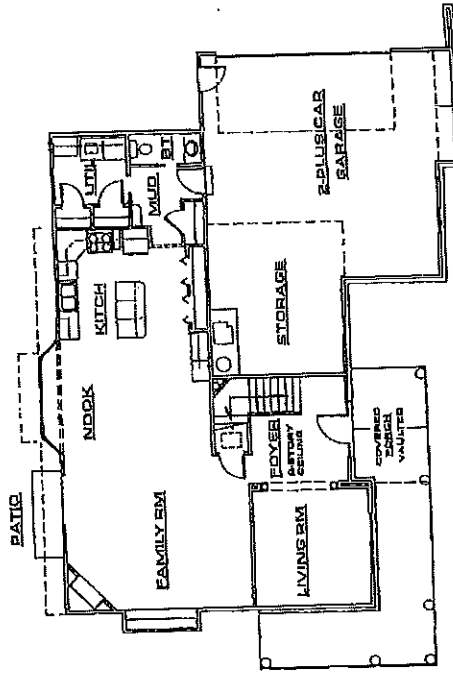
1,047 Square Feet - Main Level

1,185 Square Feet - Upper Level

2,232 Square Feet - Total



UPPER FLOOR PLAN



MAIN FLOOR PLAN

4/11/83

Exhibit 3

Weber County Building Inspections Permit Application

Date Submitted May 12, 2021		Date Issued 8.13.21		Receipt Number		Square ft of building 3,849		Valuation \$425,000.00		Permit Number 21U 388	
Proposed use of structure Single Family Dwelling						<input type="radio"/> Rough Basement <input checked="" type="radio"/> Finished Basement					
Building address 3932 N 4800 E, Eden				Parcel Number 22-254-0005		Carport sq ft		Garage sq ft 508		Building Fees \$2,197.75	
Lot 22		Subdivision name Fairway Oaks				Type of Bldg.		Occ. Group		Plan Check Fees \$891.71	
Property location		Total property area		Total bld. area		No. of Bldgs. 1		No. stories 1		Electrical Fees \$150.00	
Owner of property Allen Kirk Construction LLC				Phone number 801-698-2064		No. of dwellings 1		No. of bedrooms 3		Plumbing Fees \$100.00	
Mailing Address				City - Zip Huntsville, 84317		Max occ. load		Fire Sprinkler		Mechanical Fees \$100.00	
Architect or Engineer Price Engineering, Inc.				Phone number 435-720-2907		Type of improvement Build				Subtotal	
General Contractor Allen Kirk Construction LLC				Phone number 801-698-2064		Number of covered parking				State Fee \$25.48	
Contractors address		State License # 10976129-5501		Business Lic		No. of off street parking uncovered				Storm Drain Impact fee \$1,234.71	
Electrical Contractor BPL Electric				Phone number 801-821-3747		Land use fee \$60.00		Land use permit LUP232-2021		Roadways Impact fee \$1,200.00	
Contractors address		State License # 10865175-5501		Business Lic		Trails Impact fee \$1,350.00				Other Fees \$490.00	
Plumbing Contractor Durrant Slate Plumbing				Phone number 801-876-6161		Other Fees \$315.00				Total Fee \$8,114.65	
Contractors address		State License # 371809-5501		Business Lic		This application does not become a permit until signed below.					
Mechanical Contractor Ben Lomond Heating and Air				Phone number 801-782-0655							
Contractors address		State License # 2366085-5501		Business Lic							

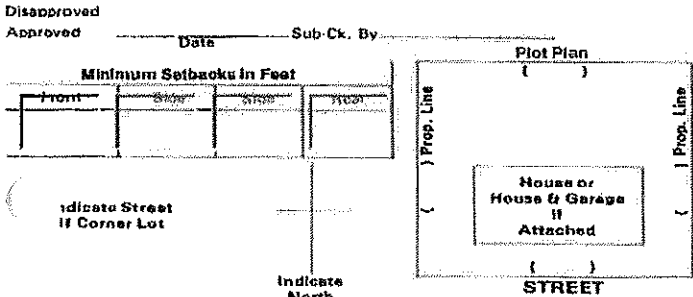
Plan Chk. OK by _____

Signature of Approval: *K. Karp* Date: 8.13.21

This permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.

* Signature of Contractor or Authorized Agent: _____ Date: 8/13/21

* Signature of Owner (if owner): _____ (Date)



NOTE: 24 hours notice is required for all inspections.

Exhibit 4

BYLAWS
OF
FAIRWAY OAKS HOME OWNERS ASSOCIATION, INC.

ARTICLE 1
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1.1 Name and Location. These are the Bylaws of the Fairway Oaks Home Owners Association, Inc., a Utah domestic nonprofit corporation (the “**Association**”). The Association serves as the governing body for the residential subdivision commonly known “Fairway Oaks at Wolf Creek” located in Eden, Utah (the “**Project**”) which has been subjected to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Fairway Oaks Home Owners Association, as may be amended from time to time, to which these Bylaws are attached as Exhibit “C”.

1.2 Principal Office. The principal office of the Association shall be located at such location as may be designated by the Board from time to time, provided that such location is no greater than 45 miles from Eden, Utah.

1.3 Purposes. The Association has been formed to serve as a means by which the Owners may collectively take action with regard to the administration, management and operation of the Project.

1.4 Applicability of Bylaws. The Association, all Owners and all persons using the Project shall be subject to these Bylaws and to all rules and regulations which may be adopted by the Board on behalf of the Association pursuant to the Declaration and these Bylaws.

1.5 Composition of Association. The Association shall be composed of all Owners and the Association, itself, to the extent the Association owns any Lots within the Project. As set forth in the Declaration, each Owner shall be deemed a “**Member**” of the Association.

1.6 Incorporation of Association.

(a) The Association shall be incorporated under the Utah Revised Nonprofit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated Association.

(b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the incorporated Association as if they had been made to constitute the governing documents of the unincorporated association.

1.7 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions, except that capitalized terms shall have the same meaning as set forth in the Declaration to which these Bylaws are attached unless the context indicates otherwise.

ARTICLE 2 MEETING OF ASSOCIATION MEMBERS

2.1 Place of Meeting. The Association shall hold meetings at a location that is suitable and convenient to the Members as may be designated by the Board from time to time.

2.2 Annual Meetings. There shall be an annual meeting of the Members which shall be held at the Project or at such other reasonable place and time as may be designated by written notice of the Board delivered to the Members no less than thirty (30) calendar days prior to the date fixed for such meeting.

If an annual meeting is not held within three (3) months after the time provided in these Bylaws, an annual meeting may be called by any ten (10) Owners having voting rights or by Members holding the right to cast ten percent (10%) of the votes entitled to be cast at such meetings, whichever is greater. At or prior to such annual meeting, the Board shall furnish, or cause to be furnished, to each Owner for their review: (i) a copy of the proposed Annual Budget (for the fiscal year in which the annual meeting is held) which will be presented and discussed during such annual meeting, and the estimated allocation of such proposed Annual Budget to each Owner; and (ii) a statement of the actual Common Expenses (including an itemization of receipts and disbursements) incurred by the Association during the previous fiscal year, together with the allocation of such Common Expenses to each Owner; and (iii) a copy of any documents related to any matters described in the annual meeting notice as matters to be discussed and/or approved at such meeting (for example, and without limitation, Association contracts or agreements). Within ten (10) business days after the annual meeting, a copy of the proposed Annual Budget shall be delivered to any Members who were not present at the annual meeting.

2.3 Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which require the approval of all or some of the Members, or for any other reasonable purpose. Such meetings may be called by written notice of the President of the Association upon the decision of the President, or pursuant to a written request signed by a majority of the Board, or by written request by Members cumulatively holding at least thirty-three percent (33%) of the total Percentage Interest, which notice shall be delivered according to Section 2.4 below. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.4 Notice of Meetings. The Board may provide Members notice of each meeting either via U.S. mail or via certain electronic methods as specifically set forth under this Section 2.4.

2.4.1 Contents of Notice. Each notice shall include the following information: (a) The place, day and hour of the meeting; (b) A description of any matter or matters that must be approved by the Members at such meeting; and (c) In the case of a special meeting, the purpose of such meeting.

2.4.2 Mailed Notice. If notice of any meeting is delivered via mail, such notice shall be mailed via the United States Postal Service, postage prepaid, no less than thirty (30) calendar days but no more than sixty (60) calendar days before such meeting to each Member entitled to vote at such meeting. Such mailed notice shall be deemed as delivered when deposited in the U.S. mail addressed to the Member at the Member's registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot and/or Dwelling address shall be deemed to be that Member's registered address for purposes of notice in this Subsection 2.4.2.

2.4.3 Electronic Notice. Notice of any meeting may be delivered to Members via email or the Association's website. However, any Member may, by written demand, require that the Association provide notice to such Member via U.S. mail only.

2.5 Members of Record.

The Members of the Association shall be the fee owners of the Lots, including any Mortgagee, trustee or beneficiary under a deed of trust who acquires title pursuant to any remedy under the mortgage or deed of trust, or any proceeding or procedure in lieu thereof. The Board shall maintain a current list of Members which shall be updated on a regular basis. Disputes regarding the true and actual list of Members shall be resolved by reference to the Official Records of the Recorder's Office.

2.6 Voting Rights. The total collective voting power of the Owners shall be Thirty-Seven (37) votes. The Owner(s) of any one Lot shall be entitled to one (1) vote. If there is more than one Owner with respect to a particular Lot, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all Owners of the same Lot to act unanimously in order to cast the votes pertaining to their Lot. The Association's policies and procedures regarding voting, including voting representatives, joint Owner disputes, pledged votes, mail-in ballots, and electronic ballots shall be as set forth under Section 3.3 of the Declaration.

The Board shall be entitled to cast a vote on behalf of any Lot which has been acquired by or on behalf of the Association. Any such vote must be cast on behalf of such Lot consistent with a majority vote of the Board. The Board shall not be entitled to cast a vote with regard to any election of Board members on behalf of any Lot which has been acquired by or on behalf of the Association.

2.7 Proxies, Absentee Ballots and Rights of Mortgagees.

2.7.1 Proxies. All votes may be cast either in person or by proxy. All proxies shall be in writing. Proxies for the annual meeting shall be delivered to the Secretary no later than five (5) days prior thereto. Proxies for special meetings of the Association must be of record with the Secretary no later than two (2) days prior to such meeting. No proxy shall be valid after the meeting for which it was solicited (but a proxy shall be valid for any vote regarding adjournment

of the meeting for which it was solicited), unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. A Member may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.14 below. Any proxy associated with a particular Lot shall automatically cease upon sale of such Lot. A proxy must be for the entire voting right of a Lot with no divisions accepted.

2.7.2 Absentee Ballots. Any vote may be cast by absentee ballot.

2.7.3 Mortgagee Rights. An Owner may pledge or assign the Owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Board. Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.8 Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee holding the Lot in such capacity.

(b) Joint Owners. Whenever any Lot is owned by two or more persons jointly, according to the records of the Association, the vote of the Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Lot shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.9 Quorum of Members.

(a) At any annual, regular or special meeting of the Members for which proper notice has been given to all Members as required under these Bylaws and/or the Utah Nonprofit Corporation Act, the Members that are present and represented for any purpose at such meeting shall constitute a quorum.

(b) The subsequent ratification by a Member of the action taken at a meeting shall constitute the presence of that person for the purpose of determining a quorum. Once a quorum is present to organize a meeting it cannot be broken by the subsequent withdrawal of a Member or Members.

2.10 Binding Vote. When a quorum, as provided herein, is present at any meeting, the vote of Owners representing more than fifty percent (50%) of the Percentage Interest present in person or represented by proxy, shall decide any question of business brought before such meeting including, without limitation, the election of the Board, unless the question is one upon which the Utah Revised Nonprofit Corporation Act, the Declaration, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.11 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies and the method of ascertaining Members present shall be deemed waived if no objection is made either at the meeting or within thirty (30) calendar days of the date of the meeting.

2.12 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of preceding meeting; (d) Reports of officers; (e) Reports of committees, if any; (f) Election of Board members; (g) Unfinished business; (h) New business; and (i) Adjournment.

2.13 Meeting Procedure. Meetings shall be conducted according to appropriate parliamentary procedure pursuant to rules of order as adopted by a resolution that has been approved by a majority vote of the Board. A decision of the Association may not be challenged because the appropriate rules of order were not used. When a dispute arises as to conduct of meetings of Members, the Association agrees to follow rules of order as established in the latest edition of "Robert's Rules of Order."

2.14 Action by Written Ballot in Lieu of a Meeting.

2.14.1 Action by Written Ballot. At the discretion of the Board, any action, except removal of Board members, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Member that is entitled to vote on the matter not less than fifteen (15) calendar days prior to the date on which the ballots must be received by the Association in order to be counted.

2.14.2 Form and Effect of Ballot. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. Any Member who has the right to vote at an annual meeting, but cannot personally attend such meeting, shall be permitted to submit his or her vote via facsimile copy or a scanned and emailed PDF copy of that Member's ballot. Once a written ballot has been submitted (whether in-person, or via facsimile or scanned and emailed PDF) such ballot may not be revoked or withdrawn.

2.14.3 Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

- (1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection 2.14.4: (a) The date on which the Association has received a sufficient number of approving ballots to pass the proposal; (b) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or (c) A date certain on which all ballots must be returned to be counted.

2.14.4 Secrecy Procedure. The Board may elect to conduct a vote pursuant to this Subsection by a secrecy procedure whereby a written ballot is accompanied by: (1) A secrecy envelope; (2) A return identification envelope to be signed by the Member; and (3) Instructions for marking and returning the ballot.

2.14.5 Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board within seventy-two (72) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed as approved when the date for return of ballots has passed, a quorum of Members has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of Members must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection 2.14.5(4), votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

2.14.6 Member Notification of Ballot Results. The Board shall notify each Member within fifteen (15) calendar days after the ballots have been counted, by mail, e-mail or via the Association's website, of the results of the ballot meeting, or that a quorum of ballots was not returned.

ARTICLE 3
BOARD OF DIRECTORS – NOMINATION, ELECTION, TERM OF OFFICE

3.1 Number and Qualifications.

(a) The affairs of the Association shall be governed by a Board of Directors composed of three (3) Directors. The term of office shall be two (2) calendar years, and the expiration of such terms shall, to the extent practical or possible, be offset or staggered such that the normal number of vacancies in any given calendar year will not be a majority of the positions on the Board.

(b) No Board member shall be required to be an Owner or the co-owner of a Lot. However, multiple Owners of the same Lot may not serve as Board members simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Board if the corporation, partnership, trust or estate owns a Lot.

3.2 Nomination. Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect the members of the Board for the forthcoming year. No later than thirty (30) days prior to any annual meeting of the Association, the Board shall select from the Owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board) who shall recommend to the annual meeting one nominee for each position on the Board to be filled at that particular annual meeting. Nominations for positions on the Board may also be made by petition filed with the Secretary of the Association no later than seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more Owners and signed by the nominee named therein indicating his or her willingness to serve as a member of the Board if elected.

3.3 Election. At the election for Directors, the Owners or their proxies shall cast one (1) vote towards the entire list of Director nominees. If just one Director position must be filled, the nominated Owner receiving the largest amount of votes (with each Owner's vote being given the same weight as that Owner's Percentage Interest) shall be elected. If two (or more) Director positions must be filled, then the two (or more) nominees receiving the largest amount of votes shall be elected. The results of each Director election shall be posted at the Association's clubhouse and on the Association's website.

3.4 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term of each Board membership by vote of a simple majority of the remaining Board members even though they may constitute less than a quorum. If the remaining Board members are unable to achieve a simple majority to fill a vacancy of the Board, that Board vacancy shall be filled by a vote of all Owners pursuant to the Association's process for electing Directors. Each person so elected to fill a vacancy of the Board shall complete the term of the vacated Board position.

3.5 Removal of Board Members.

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.14 above, any one or more of the Board members, other than interim Board members, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Board member whose removal has been proposed by the Owners may be given an opportunity to be heard at the meeting.

(b) The Board may remove a member of the Board for cause by the vote of a majority of all Board members then in office. Reasons for removal for cause include: delinquency in Assessment payments for sixty (60) calendar days or more; suing, or being sued by the Association or the Board or any members of the Board or of the Association; and absence from three (3) consecutive regular meetings of the Board. The vacancy shall be filled as provided in Section 3.4 of these Bylaws.

3.6 Compensation. No Board member shall receive compensation for any service he or she may render to the Association as a Board member or officer. However (A) any member of the Board may be reimbursed for reasonable actual expenses incurred in the performance of his or her duties, and (B) any member of the Board may be employed by the Association in another capacity and receive compensation for such employment.

No entity or person (including any Board member) may be hired as an employee or retained as an independent contractor or otherwise receive any compensation for services provided to the Association unless expressly approved by a majority of the Owners which approval may be obtained only after all Owners have been provided with notice of such matter consistent with requirements of any meeting or any action by written ballot in lieu of a meeting as provided under these Bylaws.

3.7 Action Taken Without A Meeting. The Board members shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the Board members in accordance with U.C.A. §16-6a-813, as amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Board members.

ARTICLE 4 MEETINGS OF THE BOARD OF DIRECTORS

4.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board shall be held within fourteen (14) calendar days of election at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected. Notice of such first meeting shall be given to each member of the newly-elected Board.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing President, or in the absence of such person, the outgoing Secretary, regardless of whether the outgoing President or Secretary is as member of the newly constituted board. At the organizational meeting, the Board shall elect officers in accordance with Section 6.2 below and may conduct any other Association business.

4.2 Regular Meetings. The meetings of the Board shall be held at regular intervals at such time and at such places as the Board shall determine. Two (2) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall annually elect all of the officers of the Association. A regular meeting of the Board shall be held immediately after the adjournment of each annual owners meeting, at which time the Board shall elect all of the officers of the Association. Regular meetings of the Board may be held without call or notice.

4.3 Special Meetings. Special meetings of the Board may be called by the President or by any two Board members. The person or persons calling a special meeting of the Board shall, no later than seven (7) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

4.4 Meetings.

All meetings of the Board shall be open to Owners. An Owner may participate in discussions regarding a particular matter on the Board's agenda during the portion of the meeting designated for such discussion. The Board shall have the authority to exclude from a Board meeting any Owner who disrupts the proceedings of the meeting.

4.5 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by communication or by the use of a means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

4.6 Waiver of Notice. Any Board member may, at anytime, waive notice of any meeting of the Board in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Board member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the Board, no notice to Board members shall be required and any business may be transacted at the meeting.

This Section 4.6 is intended to be consistent with the requirements of Section 16-6a-815 of the Utah Nonprofit Corporation Act. In the event Section 16-6a-815, as may be periodically amended, provides "waiver of notice" requirements that in any way differ from those contained in this Section 5.7, then the requirements of Section 16-6a-815 shall control.

4.7 Quorum and Acts. At all meetings of the Board a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any unfinished business upon such adjournment of a Board meeting may only be transacted at a subsequent regular or special meeting of the Board that has been properly held by giving notice and conducting such meeting as required by these Bylaws.

ARTICLE 5 POWERS, RIGHTS, AND DUTIES OF THE BOARD

5.1 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

5.2 Specific Powers. In addition to powers authorized by the Declaration, these Bylaws or by resolution of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, and subject to Section 5.3 of these Bylaws, the Board shall have the power to:

(a) Adopt and publish rules and regulations governing the use of Common Areas, including any improvements, facilities and amenities located thereon, and the personal conduct of the Owners and their tenants or guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area by any Owner member during any period in which such Owner shall be in default in the payment of any Assessment levied by the Association.

(c) Engage the services of a Manager or managing company, accountants, attorneys or other professionals, employees or agents and to pay to said persons a reasonable compensation therefore.

(d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

(e) Supervise all officers, agents, Managers and employees of the Association, and to see that their duties are properly performed.

(f) Operate, maintain, repair, improve and replace the Common Areas.

(g) Determine and pay the Common Expenses.

(h) Assess and collect the proportionate share of Common Expenses from the Owners.

(i) Enter into contracts, deeds, leases or other written instruments or document for and in behalf of the Association and to authorize the execution and delivery thereof by the appropriate officers.

(j) Open bank accounts on behalf of the Association and designate the signatures for such bank accounts pursuant to a resolution adopted by the Board.

(k) Purchase, hold, sell, convey, mortgage or lease any interest in real property for and in behalf of the Association subject to the restrictions, limitations and provisions of the Declaration, so long as the Board has obtained the prior written approval of at least two-thirds (2/3) of the first Mortgagees.

(l) Bring, prosecute and settle litigation for itself, the Association and Property, provided it shall make no settlement which results in a liability against the Board, the Association, or the Project in excess of \$5,000 without prior written approval of a Majority of the Owners.

(m) Obtain insurance for the Association with respect to the Common Areas and Common Improvements, as well as Worker's Compensation Insurance.

(n) Appoint and/or remove members of the Design Review Board.

(o) Repair or restore the Project (or any portion of the Project) following damage or destruction, or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the Project from the provisions of the Acts.

(p) Purchase or lease, and sell or otherwise acquire or dispose of, on behalf of the Association, items of personal property necessary to convenient in management of the business and affairs of the Association and the Board and in the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(q) Keep adequate books and financial records so that the Board can reasonably and regularly assess the financial status and strength of the Project. Such books and records may include, by example and without limitation, financial reports normally presented by the Manager to the Board, such as budget-to-actual reports for each fiscal quarter and fiscal year, quarterly reports of Owners who are delinquent in their payment of Assessments or any Additional Charges, fiscal quarterly and fiscal annual statements of Association's bank account balances, Association reserves reports, and Special Assessment reports (as applicable), and any other relevant financial reports.

(r) Borrow funds and enter into promissory notes, provided that any such action has been approved in writing by a Majority of the Owners.

(s) Sell portions of the Common Areas, provided that any such action has been approved in writing by at least seventy-five percent (75%) of the Owners.

(t) Maintain a corporate seal.

(u) Approve and sign checks and issue payment vouchers.

(v) Pay off or otherwise satisfy any liens against any portion of the Project.

(w) Do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Lot and/or Dwelling if the same is necessary to protect or preserve the Project.

5.3 Ratifications of Actions. The Members may, but are not required to, ratify actions of the officers subsequent thereto and thereby give full force and effect to such actions as though approved in advance.

5.4 Requirements Regarding Association Contracts.

(a) Minimum Required Bids. The Board shall not execute any contract or agreement on behalf of the Association (i) for any goods or services that exceed \$5,000 or (ii) that has a term of more than one year, unless the Association has first made a reasonable attempt to obtain at least two (2) bids from vendors or contractors qualified to provide such goods or services. The requirements of this Subsection 5.4(a) shall not apply if the Association is unable to identify or locate more than one (1) such qualified vendor or contractor that is able or willing to provide the goods or services being sought.

(b) Minimum Required Signatures. No member of the Board of Directors (including the President or Vice-President) may unilaterally obligate or bind the Board or the Association regarding the acknowledgement of, performance of, or payment under any contract, agreement or any other document whatsoever. Any such contract, agreement or document must be signed by at least two (2) members of the Board of Directors.

5.5 Special Committees. The Board by resolution adopted by a majority of the members of the Board may designate one or more special committees, each committee to consist of two (2) entities or persons who may or may not be Owners which, to the extent provided in said resolution, shall advise and make recommendations to the Board regarding the matters set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board or the President. The Board or the President may appoint entities or individuals to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

ARTICLE 6 OFFICERS AND THEIR DUTIES

6.1 Designation and Qualification.

(a) Designation. The officers of the Association shall include a President, Secretary and a Treasurer. The Board members may also designate the office of Vice-President, Assistant Treasurer and Assistant Secretary.

(b) Qualifications. The President, Vice-President (if any), Secretary and Treasurer shall each be a member of the Board, but any other officers need not be Board members. Any Board member may be an officer of the Association.

(c) Multiple Offices. Any member of the Board may hold any two offices (officer titles), but may not hold any more than two such offices.

(d) Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

6.2 Election and Vacancies. The officers of the Association may be elected by the Board at the organizational meeting of each new Board held in accordance with Section 4.1 above or any Board meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

6.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

6.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

6.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a vote of a Majority of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

6.6 Duties of Officers. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of President of an association.

(b) Vice-President. The Vice-President (if any) shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books and papers as the Board may direct, and in general, perform all of the duties normally incident to the office of Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities not otherwise held by the Manager, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The Treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board.

ARTICLE 7 LIABILITY AND INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Members of the Board, the officers and any agents of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own malicious, willful, or intentional misconduct; (ii) shall have no personal liability in contract to a Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

The Owners shall indemnify and hold harmless, any person, including his or her heirs and personal representatives, from and against all personal liability and all expenses including legal counsel fees, incurred, or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more Owners, or any other person or entities, to which he or she may be threatened to be made a part by reason of the fact that he or she is or was a member of the Board or an officer or assistant officer of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his or her malicious, willful, or intentional misconduct, provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Board or otherwise. The indemnification by the Owners as contained herein shall be paid by the Board on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

ARTICLE 8 RECORDS AND AUDITS

The Association shall maintain within the State of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board.

8.1 General Records.

(a) The Board or Manager, if any, shall keep records of the actions of the Board and Manager; minutes of the meetings of the Board; and minutes of the meeting of the Association.

(b) The Board or Manager, if any, shall maintain records containing the rules, regulations, and policies adopted by the Association and Board.

(c) The Board or Manager, if any, shall maintain a list of Owners. The list of Owners may specify whether or not the Owner is an Owner in good standing.

(d) The Association shall retain within the State of Utah all records of the Association for not less than the period of time specified and required under applicable law.

8.2 Records of Receipts and Expenditures. The Board or Manager, if any, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Project, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

8.4 Inspection of Records by Owners.

(a) Except as otherwise provided in Section 8.5 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Lot and/or Dwelling pursuant to rules adopted by resolution of the Board or if no such resolution has been adopted, pursuant to the Utah Revised Nonprofit Corporation Act.

(b) The Board shall maintain a copy, suitable for the purposes of duplication, of the following: (1) the Declaration, Bylaws and any amendments in effect or supplements thereto, and Rules and Regulations of the Association; and (2) the current Annual Budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an Owner, shall furnish the requested information required to be maintained under Subsection 8.4(b), subject to a reasonable fee for furnishing copies of any documents, information or records described in this Section 8.4. The fee may include reasonable personnel costs incurred to furnish the information.

(d) The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section 8.4. The fee may include reasonable personnel costs incurred to furnish the information.

8.5 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in Subsections (a) and (b) of this Section 8.5, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege.

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in accordance with these Bylaws.

(f) Documents, correspondence or other matters considered by the Board in accordance with these Bylaws.

(g) Files of individual Owners, other than those of a requesting Owner or requesting Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

8.6 Notice of Sale or Mortgage. Immediately upon the sale or Mortgage of any Lot and/or Dwelling, the Owner shall promptly inform the Secretary or Manager of the name and address of the purchaser, vendee or Mortgagee.

ARTICLE 9 AMENDMENTS

9.1 Adoption. Amendments to these Bylaws may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to these Bylaws. Approval by at least sixty-seven percent (67%) of the total Percentage Interest of those votes that are actually cast is required for any amendment to be adopted. The approval of sixty-seven percent (67%) of the total Percentage Interest of all Owners shall be required for any amendment or change to the material provisions of the Bylaws pertaining to voting rights.

9.2 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the Recorder's Office.

9.3 Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than one (1) calendar year after the amendment is recorded.

ARTICLE 10
LITIGATION

10.1 Action Brought on Behalf of the Association.

If any action is brought by one or more but less than all Owners on behalf of the Association and any form of recovery is achieved, the plaintiffs' expenses, including reasonable court costs and legal counsel fees, shall be a Common Expense; provided, however, that if such action is brought against the Owners or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the plaintiffs' expenses, including court costs and legal counsel fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

10.2 Complaints Brought Against the Association, Board, or Officers.

Complaints brought against the Association, the Board or other officers, employees or agents thereof, in their respective capacities as such or the Project as a whole, shall be directed to the Board, which shall promptly give written notice thereof to the Owners and any Eligible Mortgagees and shall be reasonably defended by the Board, and the Owners and all Mortgagees shall have no right to participate other than through the Board in such defense. Complaints against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Eligible Mortgagees having an interest in such Lots, and shall be defended by the Owners of such Lots.

ARTICLE 11
MISCELLANEOUS

11.1 Notices.

(a) Association. All notices to the Association or the Board shall be sent care of the Manager or, if there is no Manager, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

(b) Owners.

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent via first class U.S. mail to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's mailing address on file with the Weber County Assessor's Office for that Owner's Lot and/or Dwelling.

(2) If a Lot and/or Dwelling is jointly owned or the Lot and/or Dwelling has been sold under a land sale contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then to the mailing address on file with the Weber County Assessor's Office for that Lot and/or Dwelling.

11.2 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

11.3 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 herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.4 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

11.5 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this ____ day of _____, 2014.

FAIRWAY OAKS HOME OWNERS ASSOCIATION, INC.,
a Utah domestic nonprofit corporation

By: _____
Name: Clifford J. Ulrich
Title: President

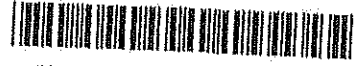
By: _____
Name: Toni Powell
Title: Secretary

By: _____
Name: Alan Elliott
Title: Director

By: _____
Name: David Schwartz
Title: Director

Exhibit 5

6 of 90 pages



W2686681

When recorded return to:

Fairway Oaks Home Owners Association
4765 E 3925 N
Eden, UT 84310

EN 2686681 PG 1 OF 90
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-MAY-14 1153 AM FEE \$225.00 DEP SGC
REC FOR: FAIRWAY OAKS HOA

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FAIRWAY OAKS HOME OWNERS ASSOCIATION

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Exhibit 6



Wolf Creek Utah

**Fairway Oaks Home Owners
Association**

**Design Review Board
Design Guidelines for New Construction,
Remodeling, Landscaping, Painting**

Primary Contact: Nanci Stacey, DRB Coordinator

Address: 3938 N 4825 E
Eden, Utah 84310

Phone: 949-500-6327

Email: nstacey@gaineslaw.com

Revised 10-8-2019

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1. INTRODUCTION AND PURPOSE

1.1 FAIRWAY OAKS RESIDENTIAL COMMUNITY

The primary objectives of the Design Review Board ("DRB") are to preserve the "mountain village" theme and character of the community to preserve the value and marketability of all homes in the Fairway Oaks Community and to outline a process for managing new construction, remodeling, painting and exterior lighting.

The "mountain village" character and western architectural expression are reflected by a commitment to alpine and mountain design styles and philosophies. Architectural elements that unify the Fairway Oaks "village" theme are characterized by facade and window articulation, stone wainscots, log or timber beams, stucco finish, natural earth-tone exterior palettes and design elements that preserve the identity and consistent architectural theme established in the community. Long porches and outdoor spaces in the community that allow passage of natural light and views from surrounding homes contribute to the sense of openness in the community.

Dark evening skies are highly valued both in the Ogden Valley and by the Fairway Oaks Community. Exterior lighting for safety and conscientious enjoyment of outdoor porches and decks that minimize intrusion to natural night sky and neighboring homes is the Community's philosophical commitment to the Dark Sky Initiative.

(A note to lot owners: If you are providing home drawings as part of your marketing strategy, the DRB encourages you to submit your drawings and concepts so that your buyer is not misled on possibilities.)

1.2 COMMUNITY THEME AND CHARACTERISTICS

The hillside community of Fairway Oaks has been designed to promote the goals and comply with the standards of the County by preserving natural vegetation, geologic features, wildlife habitat and open space, while minimizing the amount of grading and earthwork to develop streets and lots.

A predominant stone and stucco theme with natural log or timber posts and railings is preferred. Open log or timber trusses have been applied on portico gables. Tongue and grooved ceilings in natural cedar or cedar tones have been used under porches and porticos; however, improved materials that maintain the effect of cedar may be considered. These design elements will be required for the remaining homes to preserve and enhance this dominant alpine character established in the Fairway Oaks Community.

Steel roofing on gables and lower porch roofs is encouraged to contrast with the primary shingle roofing, as another example. (See 3907 N. Patio Springs; 4734, 4737, 4805, 4847, and 4859, all on Fairway Oaks.)

For lots next to the 14th Fairway, stone accents may be required for the full height of walls, on two story homes, which repeats the pattern established by current homes along the Fairway, (see 3839 N 4825 E; 3946 N. 4800 E.; 3946 Tanglewood Ct.)

Stone wainscot will be required on all four sides of the home. Modifications to this requirement may be justified with tasteful architecture elements, such as bay windows, or major window walls that provide a break to large bare wall spaces, as well as to provide a spectacular view of the mountains.

The maximum roof peak height for internal lots, those not along the north and south boundaries of the project, will be 24' above top of stem wall for flat lots; and the stem wall top surface is no more than 9" above highest point of current natural grade. The maximum height for a home on a lot with a slope drop of 6' or more will be measured from the lowest point in the lot.

Facade articulation shall have a minimum of three changes on the entry side of the home and a minimum of two changes on the remaining sides of the home.

Setbacks shall be the more restrictive of either the traditional setbacks established by homes constructed up to the adoption of the Amended and Restated Covenants, Conditions and Restrictions dated May 16, 2014, or building envelope designated by the Subdivision Map approved by Weber County, State of Utah.

The ratio between the square footage of the Lot ("Building Envelope") and the square footage of the heated space within the Building Envelope shall not exceed 1 to 1. For example:

- An 80' x 50' Lot = 4000 square feet
- Three car garage 30' x 30' = 900 square feet
- Wrap around porch 65' x 8' = 520 square feet
- Back deck 20' x 12' = 240 square feet
- First floor heated space = $4000 - 900 - 520 - 240 = \underline{2340}$
- Second floor heated space maximum = $4000 - 2340 = \underline{1660}$

The Design Guidelines, at a minimum, comply with existing applicable Weber County Codes or Regulations.

1.3 DESIGN REVIEW BOARD AND PROCESS

The DRB will review and approve all proposed development plans and submittal documents prior to submission to the County. No work may be performed in Fairway Oaks project without prior approval of the DRB.

Please refer to Exhibit A, DRB Application, at the end of this document. It provides the process outline to be followed as part of proposing new construction, or remodeling.

The Design Guidelines are subject to interpretation by the DRB and may be amended from time to time to meet specific site or functional requirements consistent with the objectives of the Design Guidelines.

1.4 DEFINITIONS

Capitalized terms used but not defined in these Design Guidelines will have the meanings given them in the Fairway Oaks CC&Rs. When used in this document, the following terms will have the meanings set forth below:

- Applicant – The owner(s) seeking to construct improvements upon the owner's Lot within the Fairway Oaks Planned Residential Unit Development who applies to the Design Review Board (DRB).
- Application – The materials an Applicant must submit to the DRB for approval before constructing any improvements on the Applicant's Lot.
- Builder - Refers to the entity that constructs improvements on a lot on behalf of the Owner.
- CC&R's - Refers to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairway Oaks Homeowners Association dated May 16, 2014 (Fairway Oaks HOA).
- County - Refers to Weber County, State of Utah.
- County Codes and Standards - Refers to all Ordinances, Resolutions, Engineering Standards and Specifications that are officially adopted Weber County, Utah.
- Common Area - Refers to all real and personal property, including easements, belonging to and maintained by Fairway Oaks HOA for the common use and enjoyment of the residents.
- Community Fence - Refers to the approved community fence prototypes built along the perimeter of a parcel, along a street, common area, or open space/amenity area which are owned and maintained by the HOA.
- Construction - Any activity pertaining that requires any permit or approval.
- Design Guidelines - Refers to the Design Guidelines which provide architecture and other design criteria for all residential development and provide a basis for the decisions and recommendations of the Design Review Board.
- Design Review Board (DRB) - Refers to the Design Review Board established by the Fairway Oaks Board, authorized to review and submit to the Board for approval all development proposals based on the requirements of the Design Guidelines.
- Lot - Refers to an area of land for construction of a home to be held in private ownership. "Lot" includes any Unit, as that term is defined in the Declaration. "Lot" refers to the "Building Envelope" as referred to by Weber County, for a PRUD platted with Common Areas surrounding the Lot.
- Owner - Refers to the titleholder of a lot.

- Single-Family (Homes and Lots) - Generally refers to detached single-family home sites.
- Visible from Street - Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall standing on the stated point on the level of the base of the object being viewed.

2. DESIGN REVIEW PROCESS

2.1 REVIEW FEES:

The DRB will assess a fee to cover the reasonable cost of reviewing an Application, including the reasonable cost of hiring architects, engineers, or other professionals to review the Application. **The review fee is \$2,500, due at the time the Application is first submitted to the DRB. The Applicant is given two complimentary meetings. The DRB will charge the Applicant an additional \$500 for each additional meeting, necessary because of Owner or Builder no show, inaccurate documents, such as plans and specs drawings.** *The application fee will be returned in whole or in part based on the documented expenses incurred by the HOA DRB to obtain guidance and opinions.*

The Boards are volunteer for two initial meetings. However, for the extra meetings, as mentioned above, or for time required to police or guide/manage the project due to poor project management, by the Owner or their Builder, the respective Board member will be engaged by the HOA as an agent and will be paid \$50 per hour for time billed to the HOA for such purposes. Should the Board look outside for a person to perform this service, their rate would be assessed the Owner. The Board may require fees be paid in advance, as with a retainer. Owners must understand that the HOA looks to the Owner of the Lot, not the builder, for compliance with DRB Guidelines, and CC&Rs. Any action required by our volunteer boards to keep the project in compliance will be billed to the Owner!

An Applicant will also be required to submit a security deposit in the amount of \$5,000 to ensure that the Applicant and its design professionals, builders, contractors, agents, and representatives comply with these Design Guidelines. This fee must be paid to the HOA before any building activity such as excavation commences. This fee is fully refundable if no violations are cited throughout the construction process. (Please refer to sections 6 and 7 for a list of requirements and fines.)

The \$5000.00 security deposit is a minimum. However, it may be raised based on the judgment of the Board of Directors. As a guideline, it could be raised to approximately 10% of the estimated market value of the proposed home including lot. This action may be taken by the board to protect the Association against poor building practices, previous direct experience with the owner or builder, experiences of other communities with the owner or builder; rude, inconsiderate, threatening behavior, such as physical threats, name calling, threats to sue. As the watch dog for the community, its appearance and its funds, the Board of Directors has complete discretion to make these determinations.

The DRB will have the discretion to impose a smaller security deposit for projects whose total estimated construction value is less than \$50,000. **For landscape modifications to existing homes, for example, typically no fee is collected.**

As stated, the security deposit will be refunded if the Applicant fully complies with these Design Guidelines. The DRB may also, at its option, apply the security deposit to the cost incurred by the DRB in correcting an Applicant's violation of these Design Guidelines, or to the cost of any other damages suffered by the DRB or the Association because of the violation. The DRB will return the security deposit (without interest) to the Applicant upon satisfactory completion of construction, if the Applicant has fully complied with these Design Guidelines. The DRB may refuse to review an Application until the review fee or security deposit is paid. The DRB may reasonably increase the amount of the review fee or the security deposit at any time to account for increasing costs.

2.2 PRE-DESIGN MEETING

Before applying and selecting a design, the Owner or its design professional must contact the DRB to schedule a pre-design meeting, and the **Owner and its design professionals** must attend the pre-design meeting with a DRB representative at the Lot. The purpose of this meeting is to review these Design Guidelines, clarify the requirements of the Application, and discuss any unique conditions and opportunities of the Lot. The DRB may reject any Application if the Owner and its design professionals fail to attend the pre-design meeting. **There is no charge for this meeting.**

2.3 PRELIMINARY APPROVAL

After the selection of a design approved in concept by the DRB, the Owner must submit an Application, including the \$2500.00 review fee, along with the documents requested on the Application Form. These include: (a) conceptual drawing of the dwelling, showing type of roofing and siding selected, location of garage, expected height to highest peak, locations for stone and detail for various siding selections, location for exterior sidewalks and decks; (b) conceptual landscape drawing, showing location for plantings, flower beds, selection for flower bed edging, retaining walls, material to be used on retaining walls or garden barriers. The DRB may: (a) preliminarily approve the Application, (b) preliminarily approve the Application subject to certain conditions, (c) preliminarily approve portions of the Application while disapproving other portions, or (d) disapprove the Application. Preliminary approval of the Application will not vest any right in the Applicant to make any of the proposed improvements.

2.4 FINAL APPROVAL

After receiving preliminary approval of the Application, the Applicant shall submit the Application for final approval. The DRB will make a final determination on the Application within 30 days after the Application has been completely submitted in accordance with these Design Guidelines. The DRB may: (a) approve the Application, (b) approve the Application subject to certain conditions, (c) approve portions of the Application and disapprove other portions, or (d) disapprove the Application. All conditions set forth in the preliminary approval of the Application must be fulfilled to the DRB's satisfaction before final approval will be granted. The DRB decision must be approved by two of the three Directors.

3. CONSTRUCTION RULES AND REGULATIONS

3.1 PRE-CONSTRUCTION MEETING

After the Application is approved, the Owner must contact the DRB to schedule a pre-construction meeting, and the Owner and its builder must attend the pre-construction meeting with a representative of the DRB at the Lot. The purpose of this meeting is to review the construction rules and regulations set forth in these Design Guidelines. There is no charge for this meeting.

3.2 NOTICE OF CONSTRUCTION

At least seven days before beginning construction on the approved improvements, the Owner must provide the DRB with a written notice of construction. This notice must include a construction schedule and the contact information of the Owner, builder, construction supervisor (and other necessary individuals, as requested by the DRB, if not previously provided).

3.3 CONSTRUCTION OBSERVATION

The DRB may, but is not obligated to, make periodic visits to the construction site to observe compliance with the approved Application and these Design Guidelines. The DRB may require that construction cease until all violations are cured, without liability to the DRB for any resulting delays in construction. The DRB may also report any violations to the Board, which may fine the violator in accordance with Section 1.24 of these Design Guidelines.

3.4 FOUR-WAY INSPECTION MEETING

Upon completion of framing, HVAC, plumbing, and electrical, the Owner (or its builder) must contact the DRB to schedule a meeting at the Lot with a representative of the DRB. The purpose of this meeting is to review the exterior material choices and colors, along with the landscaping plan. There is no charge for this meeting. However, if not scheduled by the Owner (or its builder), a fine may be charged for violation of these Guidelines. The meeting may be waived by the DRB if all choices were presented during the Application Approval process and there have not been any changes.

3.5 CONSTRUCTION REGULATIONS

During construction, the Owner and its builders and contractors must strictly comply with the following regulations and will be responsible for ensuring compliance by their respective employees and contractors:

1. The Owner and its builder must satisfy all requirements of the County Building Inspection Department and the requirements of any applicable public and private utilities including Wolf Creek Water Company, Wolf Creek Sanitary Sewer District, and Wolf Creek Water Conservancy for the hook-up of water, sewer, power, gas, telephone, and any temporary use of such services. The use of jumpers, secondary connections, or fire hydrant tampering for the use of water during construction is prohibited.

2. Portable chemical toilet facilities must be in place at the time construction begins and must be placed within the limits of disturbance. Such facilities must be serviced regularly,

must be secured against high winds, may not be stored on the shoulder of the road, and must be removed when construction is completed, or construction is halted for more than 30 days.

3. During construction, dumpsters or trash containers must be maintained on the Lot within the limits of disturbance and must be covered. Such facilities may not be stored on the shoulder of the road without prior written approval from the DRB. At all times the builder will keep the construction site and roads clean and free of rubbish and debris, and rubbish or debris may not be stockpiled outside of the dumpster. These facilities must be emptied regularly, serviced as needed, and removed when construction is completed, or construction is halted for more than 30 days.

4. Construction materials may not be stored on roads or shoulders of roads without DRB written approval. All construction materials and equipment must be stored within the limits of disturbance on the Lot.

5. No construction work may start before 7:00 a.m. or continue after 7:00 p.m. No construction work may be conducted on Sundays or on the following holidays: Christmas, New Year's Eve, Memorial Day, Labor Day, and Thanksgiving. Interior finish work will be allowed after hours, but only with written approval of the DRB.

6. Concrete trucks will not be allowed to wash out on roads or shoulders of roads in the Project. The builder will be responsible for providing a wash site for the trucks within the limits of disturbance and will be responsible for ensuring that the material washed from the trucks does not leave the limits of disturbance and is ultimately removed from the community.

7. All construction-related deliveries will take place during the permitted construction hours listed in paragraph 5. All loading, unloading and hauling on roads will comply with County ordinances. Builders must post signage and employ flaggers during staging that occupies more than 1/3 of the width of the road.

8. County dust and noise abatement ordinances and dust and noise regulations established by the DRB from time to time will be observed during construction.

9. Construction equipment and vehicles (including employee vehicles) may be parked only within areas designated by the DRB. Overnight parking is prohibited. Vehicles parked in violation of this paragraph may be towed at the vehicle owner's expense.

10. No pets are allowed on the construction site.

11. Possession of firearms or hunting within the Project is prohibited.

12. The construction site will be maintained, and excavation and grading will be carried out, in accordance with County ordinances, so as not to impact adjacent property.

13. Silt fencing must be properly installed around the perimeter of the Lot (except in the front yard) before construction begins, to provide erosion control and to confine construction materials within the limits of disturbance of the Lot.

14. Snow may not be removed from the construction site and placed on adjacent property. Snow lying in areas outside the limits of disturbance on a Lot may not be removed.

15. Builders will clean up debris that accumulates on adjacent property because of the builder's construction activities. The DRB may at any time require reasonable expanded site cleanup, including roads, open spaces, and trails adjacent to the construction site.

16. All road regulations will be strictly enforced as posted.

17. All construction signage will comply with Fairway Oaks CC&Rs and Rules and Regulations. Any construction signage that does not comply may be removed by the DRB at the expense of the person who installed the sign.

18. At no time will the removal or modification of the following items be allowed: roads, curbs, road shoulders, and landscaping. The Owner will be responsible for any damage to these items resulting from construction activities on its property.

3.6 CONSTRUCTION COMMENCEMENT AND COMPLETION REQUIREMENTS

If construction does not commence (defined as footings and foundations poured or otherwise installed) on a project for which plans have been approved by the DRB within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion.

All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the DRB grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action.

4. SCHEDULE OF FINES

Fines may be assessed as a Specific Assessment against the Owner and its Lot. Fines may also be deducted from the Owner's Deposit. All fines will be assessed by the Fairway Oaks HOA Board.

<u>Violation/Infraction</u>	<u>Fines</u>
Failure to build per DRB-approved plans	\$500 per occurrence
Failure to complete project including landscaping within two years from start of construction	\$500 per day
Concrete wash-out anywhere outside of Lot	\$500 plus cleanup cost

Damage to roads during construction	\$500 plus cost of repair
Damage to water or sewer system during construction	\$500 plus cost of repair
Damage to adjacent property during construction	\$500 plus cost of repair
Failure to control dust during construction	\$500 plus cost of cleaning exterior of neighboring homes
Improper disposal of construction materials	\$400 plus cost of disposal
Storage of construction material or equipment on roads	\$200 per day
Failure to properly install silt fence around perimeter of Lot	\$100 per day
No portable toilets on construction site	\$100 per day
Speeding on roads (≤ 25 MPH)	\$50 per infraction
Nuisance infraction: Includes, without limitation, excessive noise on construction site, construction before or after permitted construction hours, allowing pets on construction site	\$50 per infraction
Failure to maintain dumpster or trash container on construction site	\$25 per day
Construction material blowing off construction site	\$25 per infraction

5. SITE PLANNING

5.1 DRIVEWAYS

Driveways shall meet the width and spacing requirements identified in the Design Guidelines. Driveways steeper than an average of 10% will require DRB approval. A single driveway may only access each site. Shared driveways may be considered but must be approved by Weber County and the DRB. Driveway access is to be resolved in the Pre-Design Conference. Driveways should be as narrow as possible at the street approach and widen as they approach the building. In addition, the orientation of the driveway in relation to solar orientation in order to minimize snow shedding is to be carefully considered.

5.2 LIMIT OF DISTURBANCE

Limits of disturbance are defined by the boundaries of the "Building Envelope", defining the area in which construction, grading, filling, and vegetation removal may occur. No grading or vegetation removal shall take place outside of the approved limits of disturbance, except as approved in the Final Approval of the landscape plan, by the DRB. Any revision to these limits of disturbance shall require the review and approval of the DRB and possibly Weber County.

5.3 PAVING

It is the goal of Fairway Oaks to limit the impervious cover of the lot to the optimum area commensurate with the needs of access and gracious living. Excessive areas of pavement will be discouraged. Paving materials for driveways, paths, steps, patios and other areas should have a dull, nonreflective surface and color that blends well with the natural surroundings. Driveways are encouraged to be colored concrete, pavers, stamped colored concrete or natural stone. Asphalt paving is permitted, but a minimum 12" wide concrete edge is required to maintain the integrity of the paving. Asphalt thickness and base shall conform to the requirements of the sub-grade conditions.

5.4 EXISTING NATIVE VEGETATION AND LANDSCAPE

During construction, the intentional or unintentional removal of, or damage to, any existing vegetation, other than those specifically approved by the DRB for removal, is a violation of the CC&Rs and all appropriate remedies therein will be invoked in such cases. The DRB reserves the right to require approval for removal of trees, and native vegetation.

5.5 ENHANCED LANDSCAPING

To enhance the existing natural landscape, additional vegetation should be provided to compliment the native species and be compatible with the existing natural environmental and ecological conditions.

5.6 PORCHES DECKS AND TERRACES

Outdoor living spaces are essential to the character and appeal of the residential design. Not only are long outdoor patios, decks and terraces an enjoyment to the home owner, but contribute the philosophical underpinnings of Design Review to enhance the feel of openness and provide access

to natural light and view corridors to the community. Porches, decks and terraces should be designed to be an extension of the architecture while also responding to the surrounding landform.

5.7 LIGHTING

Both exterior and interior lighting are of paramount importance to the Community. Exterior lighting for safety and conscientious enjoyment of outdoor porches and decks that minimize intrusion to natural night sky and neighboring homes is the Community's philosophical commitment to the Dark Sky Initiative.

"No outdoor lighting is permitted unless such lighting is designed and installed to aim downwards and limit the field of light to the confines of the Dwelling or Lot upon which such lighting has been installed. Exterior lighting fixtures shall not direct excessive lighting into any other Dwelling or Lots...Whenever possible, efforts should be made to ensure that both indoor and outdoor lighting is not unreasonably offensive to surrounding property owners. No excessively bright indoor lighting, such as industrial lights, floodlights, workroom lights, or fluorescent lights are permitted after dark. In order to ensure compliance with [the Fairway Oaks CC&Rs] Section 7.11 throughout the entire Project, the Design Review Board may require removal and/or replacement of any non-compliant or nonconforming lighting that may have been installed prior to or after recording of [Fairway Oaks CC&Rs]." (CC&Rs, Section 7.11, P24-25).

Installation of exterior lighting for emergency safety use only, shall be an exception.

6. ARCHITECTURE

6.1 The objective of the Design Guidelines is to create pleasing and appealing residential structures that are suitable and complementary to the beauty of the mountain setting that is Fairway Oaks. In addition, the structures should relate to a human scale with homes designed to not be overwhelming nor overpowering to this environment. There is no one "style" but a unifying principle of design that is to be adhered to. A thoughtful approach to these principles is expected by the DRB of all owners, builders, architects and other design professionals. Anything that is too massive, does not maintain well defined proportions and contextual detailing will not be approved by the DRB.

Key features of these design principles include:

- Low-pitched gable roofs.
- Avoidance of large areas of symmetrical massing.
- Decorative beams and braces usually added under gables.
- Front porches (sometimes side and rear).
- Porch supports of either log or square timber,
- Hip roof forms - engaging gable and clipped hip roofs as accents.
- Stone wainscots.

- Clean but heavier (built-up) fascia.
- Materials and detailing which express the structure of the building (such as timbers, exposed wood trusses,).
- Natural materials and stucco finishes.
- Interesting and varied streetscape architecture, which de-emphasizes and mitigates the impact of garages. Usable front porches, covered entryways, varied garage orientations and setbacks are important components.
- Articulated building forms, including a combination of single and multiple-story building forms and elements, which provide transitions to individual sites and adjacent houses, as well as a comfortable scale in relationship to human proportions.
- Log homes are not allowed.

Principles to achieve a scaled and articulated building include:

- Avoiding large unbroken wall planes and windowless elevations
- Mitigating the impact of garages by integrating them into the building mass and design, and with mid to darker colors.
- Avoiding large, unbroken wall planes on all elevations and windowless elevations. The use of material banding (i.e. masonry bases), bay and box window elements, cantilevers, wall plane off-sets, upper floor setbacks and covered decks and porches are encouraged to break up elevations and provide visual interest. These elements will help to negate flat, undesirable building elevations, particularly for homes on rear walkout lots.

Building masses are required to step down to lower heights at the perimeter of the structure. Proposed structures with more than one level should have different areas in terms of space on each level. Facade articulation shall have a minimum of three changes on the entry side of the home and a minimum of two changes on the remaining sides of the home. The DRB will typically disapprove of structures that are "boxy" due to the massive appearance of homes with similar floor areas on two levels.

Small cantilevered areas may be considered, but significant volumes of space over negative spaces must be avoided. Homes that favor the lower floor area will be more successful in meeting the requirement that the lower masses occur toward the outside edges of the home. The DRB will take into account the specific character of both the site and the proposed architectural response. Structure massing will be a significant topic at the required site meeting prior to beginning design.

6.2 UPPER FLOORS

Consideration should be given to the design of upper levels and how these masses will appear from streets, adjacent parcels, or common areas. Variety will be achieved by "moving" upper level orientations and locations. Avoid repetitive forms over garages.

6.3 ROOF FORM

In general, a simple, dominant roof form should be used in conjunction with complimentary, secondary, and minor roof forms and elements. The dominant roof form should generally be oriented from front-to-back in order to lower apparent roof heights and reduce the impacts of high gable roof ends from the street. Gables, dormers, and other smaller roof elements should be proportional to the spaces they cover and to the overall roof sizes and forms.

6.4 ROOF PITCH

The pitch or slope of main body roofs shall be consistent with the selected architectural style and will generally be a minimum four-to twelve (4:12) and a maximum eight-to-twelve (8:12). Steeper or shallower roof pitches will be considered on a case-by-case basis by the DRB.

6.5 ROOF OVERHANGS, FASCIA, GUTTERS, AND SOFFITS

Roof fascia, gutters, and soffits, should be colored to closely match roofing color, to provide mass.

The minimum roof overhang for all main body roofs shall be 18 inches. The roof overhang for secondary roof elements may vary in order to achieve a consistent fascia line. Eaves, fascias and soffits shall be detailed appropriately for the scale and form of the roof structure.

6.6 COVERED ENTRYWAYS AND PORCHES

A covered entryway compatible with the architectural character of the home is required for the front door on all residences. This may be accomplished by use of a porch, Porte Cochere, second floor overhang, skirt roof, etc. Minimum covered area is 36 square feet with a minimum clear width dimension of 6 feet and a 6-foot depth to create a usable porch area. Porch railing, when utilized, must have wood elements; such as log railing and spindles, solid timber railings with round or square metal spindles.

6.7 GARAGE ELEVATIONS AND DOORS

Garage doors shall neither dominate the residence, nor be emphasized as a focal point when viewed from the street. However, it being a goal of the Fairway Oaks CC&Rs to discourage the parking of any vehicles along the common property roadways (CC&Rs, Section 7.13, P 25), garage size and practical function shall govern form. The function of the garage is to accommodate two vehicles - one of which would be a standard size automobile and the other of which would be a full size pick up or SUV.

- Garage doors should either be the same color as the body of the house or slightly a darker shade of the same color. They should not be lighter or darker enough to call attention to themselves.
- Large unbroken wall masses above garage doors will not be approved by the DRB.
- Side-loaded garage configurations are strongly encouraged, with access from both the side property line or in front of the main entry where possible.

- Garage doors shall be recessed into the garage elevation a minimum 12-inch depth (which may include the door trim or built-up edge around the door).
- The exposed facade above the garage doors should not exceed 18 inches (as measured from the top of garage trim to the bottom of the roof fascia).

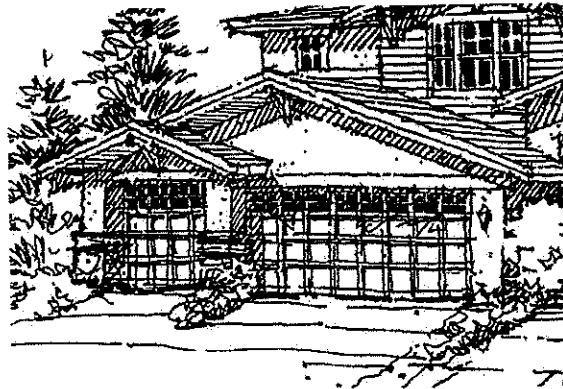
Doors taller than 9 feet serving garages for recreational vehicles require DRB approval. Considerable care during design will be required to appropriately integrate doors of this size into the scale and character of the home.

All garage doors shall be sectional roll-up types only. Acceptable materials include manufactured wood, natural wood or metal doors, painted or stained to match the home.

6.8 FRONT-LOADED GARAGES

Front loaded garages are discouraged. Three-Car garages are required to have offsets between the front face of the double and single bay or door. When Front Loaded garages are unavoidable, the garage doors should be placed further from the street than the façade of the house. Doing so leaves the house as the main focal point of the architecture.

Staggering the front setback of homes to enhance the interest and variability of the street scene such that no two homes adjacent to each other have the same garage setback is a desirable strategy. Adjacent garage setbacks should vary by a minimum of 4 ft.



6.9 WINDOWS

All windows and other openings shall be articulated with trim material appropriate to the style for all elevations. Color of window casing should be close to siding color, or darker.

The placement, size and detailing of basement-level windows on walk-out homes should also be consistent with the home's architectural style and compatible with other windows on the home.

6.10 ELEVATED/WALKOUT DECKS

The design of elevated decks, (located at the main level of a walk-out lot), including their materials and colors, shall be consistent with and complimentary to the main structure and not appear to be "tacked on" to a house. All vertical elements (railings, supports, columns), fascia and overhead

structures shall be painted or stained to reflect natural wood tones, to match the main structure, or with the color schemes approved by the DRB, and not left to weather naturally. Deck posts shall be a minimum of 8 inches in section unless grouped (2 or more posts) or enhanced with a built-up wood or masonry base. The column size and spacing in relation to height is critical to creating proportions that are aesthetically pleasing.

Covered decks are encouraged and should incorporate building and roof forms consistent with the home. However, covered porches, integrated to the primary dwelling, are limited to the dimensions of the Building Envelope, as per Weber County regulations.

Special attention shall be given to stairway construction as it connects from the deck to grade. Running the stairs along the side of the home or adjacent to the deck is encouraged. Stairs shall be constructed of similar materials to the deck and its handrails and supports.

Decks should be designed so that stairs and railings do not conflict with windows, and the form and extent complement the exterior elevation.

Decks must be contained within the “building envelope”, as shown on the plat map dimensions, if their footings and supports are integrated into the foundation . They cannot extend into the common area unless approved by the DRB and County.

6.11 SKYLIGHTS

Skylights, when provided, shall be integrated with the roof design and parallel to roof pitches. Skylight glazing should be flat and clear, solar bronze, or gray. Bubble skylights and reflective glazing are not permitted. Framing material color shall be copper, bronze, or colored to match the surrounding roof.

6.12 ROOF MATERIALS AND COLORS

Proper selection of roof materials and colors is an important element in distinguishing the character of the home and should complement the color scheme of the house. Acceptable roof materials include dimensional and standard composition shingles and concrete tile and slate seam) are also acceptable.

- Dimensional Composition Shingles must be a 30-year minimum grade with a dimensional ridge. Blended shingle colors rather than a single-color look is encouraged.
- Concrete Tile color and profile of concrete tile should be appropriate to the architectural style. Concrete tile colors shall have an integral flashed finish or be a blend of homogenous colors.
- Metal roof panels are to be non-reflective. Weathered Corten steel, copper or tern steel will be allowed. Painted colors are to be “earth-tones”. Bright colors such as red, blue, green, are not allowed. Provisions for snow shedding are to be implemented.

6.13 WALL MATERIALS

The essential requirement is that the material selection and its detailing successfully contribute to the creation of the desired architectural character of the home. As such, multiple wall materials should blend harmoniously with one another and frequent material changes shall be avoided. In general, no more than two dominant materials should be used per home. Materials should wrap architectural elements in their entirety or wrap corners, as appropriate.

- Stucco walls shall be two coats or three coats applications. Stucco finishes should not be heavy and/or irregular. Stucco substitutes, including staccato board will not be permitted. Warm and neutral, medium to dark, not cool, colors are acceptable.
- Acceptable exterior siding materials include: stucco and stone (required), manufactured and natural wood siding, cedar shingle siding, board and batten siding, and Hardy Board. Materials not permitted are aluminum siding, vinyl siding, brick, reflective materials, unfinished concrete or concrete block.
- Manufactured or natural wood, or other horizontal siding shall not be less than a 6-inch lap dimension on all elevations. Grooved plywood is not acceptable.
- Shakes or shingles, both natural wood (true cedar) and manufactured shingles will be permitted.

Wall siding materials shall be connected to within six (6) inches of finished grade on all elevations with edges not to exceed 12-18 inches for side elevations or walkout conditions.

6.14 BUILDING COLORS

Enriched, earth-tone colors are encouraged, while bright and pastel colors are not allowed. Accent colors should be used with discretion. Trim colors should accentuate roof forms and colors, window and door color

Proposed colors when presented to the DRB must adequately indicate the tones and hues of the proposed color in its final application. Small color samples often do not accurately depict how the color will appear on large expanse of wall or real construction materials. The DRB may require the color be applied to an area of the house prior to approval.

6.15 EXTERIOR LIGHTING

The beauty of the night sky at Fairway Oaks will be protected by the judicious use of lighting. The objective is to minimize lighting on the mountain. The unnecessary use of light will therefore be prohibited in the interest of maintaining a quiet nighttime environment. All light sources shall be shielded and directional, discretely illuminating only essential areas. No fluorescent or sodium vapor lighting will be allowed. All lighting must comply with the Ogden Valley Night Sky Ordinance.

All exterior building lighting shall be designed to avoid spilling onto adjacent residences. Decorative building lighting shall be designed to reduce harsh glares by illuminating downward and minimizing lateral effects. Light fixtures with cut-off or concealed light sources are required. This may include wall sconces, recessed lighting, soffit lighting, and directional lighting.

Concealed light sources are preferred. Lighting shall illuminate the entry and pedestrian path from the street. Additional landscaping lighting may be used to augment or provide additional illumination of the home and site but must not spill onto adjacent residences.

6.16 ACCESSORY STRUCTURES

Accessory structures, such as mailboxes, garden/utility storage sheds, green houses, gazebo's and detached garages are not permitted.

6.17 EXTERIOR BUILDING EQUIPMENT

- ***Mechanical, Electrical, and Communications Equipment.*** All mechanical and electrical equipment, including but not limited to air conditioning condensing units, soft-water tanks, cable television boxes, security apparatus, transformers, telephone boxes, and electric and gas meters, must be integrated into a building's design, screened from public view. Air-conditioning and evaporative cooling units may not be located on roofs, in windows, or mounted on the sides of buildings. Air-conditioning units located at ground level, must be within the building envelope, adjacent to buildings they serve, but away from bedroom walls of adjacent homes, and screened from public view with appropriately detailed wall matching the character of the home.
- ***Antennas and Satellite Systems.*** Television antennae and satellite dishes two feet in diameter or smaller shall be installed at the lowest possible level, screened from public view, and placed in the rear or side yard such that acceptable signal reception is not impaired. Citizen band radio antennae and satellite dishes greater than two feet in diameter are not permitted unless approved by the DRB. Refer to CC&R's for additional information.
- ***Solar Panels and Equipment*** are strongly discouraged. When solar panels are used, they are to be integrated into roof designs and positioned flush with roof slopes. Frames must be colored to complement roofs to which they are attached. Related plumbing and mechanical equipment must be enclosed and/or screened from view. Refer to CC&R's for additional information.

7. LANDSCAPE

7.1 PURPOSE

The landscape concept for Fairway Oaks reflects the natural landscape patterns of the site and its mountain setting, emphasizing the foothills terrain, open meadows, and Gamble Oak forests that create a unique natural environment for the community.

To emphasize and preserve this natural setting and provide transition between uses, careful attention will be given to parcel edges where homes and lots abut community roadways, common areas, natural open spaces and existing vegetation. A major landscape objective will be to create an informal, natural looking landscape setting that integrates new plantings with existing natural vegetation.

Other major landscape considerations shall include the following:

- Plant materials shall be compatible with the native vegetation and selected based on their adaptability to the physical and climatic characteristics of the site. Selecting tree and shrub varieties that are “deer” resistant are encouraged.
- Individual lots shall be landscaped to create a cohesive “flowing” relationship between adjacent lots. Designs emphasizing, and delineating lot lines will be discouraged.
- The existing natural vegetation and Gamble Oak forest shall be preserved whenever, and to the greatest extent possible adjacent to and surrounding lot parcel areas.

7.2 LANDSCAPE DESIGN PRINCIPLES

The location and function of plant materials shall be carefully considered when selecting plant materials. Generally, plants should be chosen for one or more of the following functions:

- To provide shade;
- To screen or cover blank walls and exposed foundations (using trees and large and small shrubs);
- To screen accessory structures, equipment, or utilities (using large shrubs and evergreen trees);
- To buffer from noise, wind, or incompatible adjacent uses (using large shrubs and evergreen trees);
- To provide color during all seasons; To create outdoor spaces or “rooms”; For ornamentation or aesthetics;
- To frame views, both interior and exterior;
- To blend with and provide a natural transition to open space preserves and existing natural vegetation
- Consulting a landscape architect, nurseryman, or other landscape and irrigation design professional is required. Submission of a planting plan is required.

7.3 WATER CONSERVATION

Builders, Landscape Architects, other landscape and irrigation professionals and residents are urged to utilize plant materials, irrigation systems, and maintenance practices that conserve water and are drought tolerant.

7.4 IRRIGATION

All irrigation systems shall be designed to minimize over spray and water waste. Overhead spray irrigation is limited to turf and flowering groundcover areas. The recommended minimum width of spray areas is 6 feet. Low angle spray nozzles (15%) are recommended adjacent to paved areas. All other landscape areas should utilize drip irrigation.

7.5 PLANT MATERIAL SETBACKS

Cottonwoods, willows, and other shallow-rooted trees shall not be planted within 15 feet of building foundations, driveways, curbs, or other structures that may be damaged by their vigorous, shallow root system.

Evergreen trees shall not be planted within 8 feet of any roadway, sidewalk or building entrance where their mature size may obstruct access and/or visibility. Neither shall they be placed within site visibility triangles at intersections. Evergreen trees shall not be located where their shadow may cause icing on paved surfaces.

7.6 MINIMUM PLANT MATERIAL SIZES

The following minimum sizes for plant materials shall apply to all landscaping:

- Deciduous Trees: 15 gallon
- Evergreen Trees: 6-foot height
- Ornamental Trees: 15 gallon
- Shrubs: 5-gallon container

The sizes of additional plant materials, above the minimum quantity may be selected at homeowner's or builder's discretion.

7.7 SHRUB AND FLOWER BEDS

To encourage weed mitigation, shrub beds should be mulched with either rock or wood mulch. Generally, perennial and annual flowerbeds should be mulched with wood mulch to cover any bare ground. Use of a water permeable weed barrier ground cover between ground and mulch is required.

7.8 ROCK AND WOOD MULCH

Generally, the same type and color of rock mulch is encouraged to be used between adjacent houses or structures to unify the street scene. The use of two different colors of rock mulch in the same bed is not allowed. Wood mulch shall be of high quality (including clean material and consistent size).

7.9 LANDSCAPE GRADING

Planting and hardscape areas shall not impede or significantly alter drainage patterns. Lot grading should produce graceful contours, not sharp angles or abrupt grade changes. Smooth transitions, which respect the existing natural landforms, shall be made between individual lots and parcel edges, common areas and natural open spaces.

7.10 LANDSCAPE INSTALLATION TIMING

All landscaping and irrigation shall be installed according to the following schedule:

- Front and corner side yard (including street “tree-lawn”) landscaping shall be installed within 180 days of closing to a homeowner, weather permitting.
- Rear and side yard landscaping when visible from streets shall be installed within 180 days of closing to a homeowner, weather permitting.
- Interior side and rear yard landscaping shall be installed within one year of closing to a homeowner, weather permitting.

7.11 STREET TREE-LAWN LANDSCAPE

Where the street design includes a detached sidewalk creating a tree lawn zone (landscape area between the back of the curb and the detached walk), the following minimum landscape requirements shall apply:

- A minimum of 1 street tree shall be planted within the front yard tree-lawn of the lot. A maximum of 1 of these trees may be applied from the minimum front yard-planting requirement.
- Street trees shall be selected from the list of deciduous trees on the Recommended Plant Materials List.
- Street tree-lawns shall be planted with grass and irrigated. Rock or wood mulch is not permitted in this area. In natural lot areas or where native vegetation is maintained, this requirement is waived.
- The placement of street trees along the street frontage should be carefully considered in relation to individual homes and lots, as well as the overall streetscape.
- Street trees on corner lots should be located outside corner sight visibility triangles.

- Street trees should be located away from driveway entrances so as not to abstract or block the view of oncoming traffic.
- For tree-lawns of uniform width, street trees should be centered in the tree lawn between the back of curb and sidewalk.

7.12 LANDSCAPE TRANSITION BETWEEN LOTS

Front yard landscaping between adjacent homes and lots should provide a cohesive and flowing relationship along the street scene. As such, tree and shrub massing should blend together, when possible. Formal plantings and hard edges, such as mow strips, edging and walls between lots should be minimized.

Where mulch areas abut one another, a single, unified planting bed with a consistent edge line should be considered for both yards. One type and color of rock mulch should be used throughout the entire planting bed. Two different types or colors of rock mulch in the same planting bed between lots should be avoided.

7.13 CORNER SIDE YARD LANDSCAPE

In addition to the front yard planting requirements, corner side yards (adjacent to a street) shall be fully landscaped and irrigated according to the following requirements:

- The ground area of side yards shall have a minimum of 70% living plant material coverage, including shrubs, ground covers, and turf.
- Shrubs should be planted in such fashion as to screen any exposed house foundation.

7.14 INTERIOR SIDE AND REAR YARD LANDSCAPE

The design solution and plant selection should be consistent with and compliment the overall landscape concept for the lot, provide a cohesive and flowing relationship with adjacent homes and lots, and blend with surroundings common and natural areas.

7.15 RECOMMENDED PLANT MATERIALS

Consultation with your local nursery or landscape designer is recommended for plant selection best suited to the building lot location.

7.16 LANDSCAPE PLANNING FOR WILDLIFE

In addition to the list of recommended plant materials, plant material selection should also consider the potential impact by wildlife and minimizing browsing damage by deer, which utilize much of the site and foothills region, especially in winter months.

7.17 RETAINING WALLS

Retaining walls adjacent to, or visible from, any street or common area shall be constructed of materials compatible with the surrounding architecture and other streetscape elements. Such walls

should be aesthetically pleasing and offer other potential uses, such as planting and seating areas. Walls requiring a poured concrete foundation must be designed by a registered engineer.

- Retaining walls shall not exceed 6 feet in height. Grade changes requiring walls in excess of this height, shall be terraced, except as approved by the DRB. A 3-foot horizontal separation is required for walls up to 4 feet in height, while a 4-foot separation is required for walls up to 6 feet in height. Retaining walls over 4 feet in height are required to be engineered by a professional engineer licensed in the State of Utah as required by Weber County.
- Walls must be setback a minimum of 4 feet from a public Right of Way or property line or 2 feet from the back of a sidewalk, whichever is greater. Retaining walls located along a side yard lot-line may not exceed 2 feet in height within the front yard setback and must terminate a minimum of 5 feet from the front property line.
- Shrubs or trees shall be used to break up the mass of any exposed wall face visible from a street or common area.
- Acceptable materials for retaining walls visible from the street or common areas shall include: natural or manufactured stone. Textured and split-face concrete block, high quality wood timbers, and other materials consistent with the architectural character of the home or structure will be considered on a case-by-case basis by the DRB.

7.18 TEMPORARY BUILDER SIGNS

All Temporary Builder Signs are prohibited.

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Exhibit 7

Weber County Stormwater Construction Activity Permit

Application submittals will be accepted by appointment only. (801) 399-8374. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted 7/15/2021	Fees (Office Use)	Receipt Number (Office Use)	Priority Site (Office Use) <input type="radio"/> Yes <input type="radio"/> No	Permit Number (Office Use)
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Property Owner/Authorized Representative Contact Information		Project Information	
Name of Property Owner(s)/Authorized Representative(s) Allen Kirk Construction/Allen Kirk Construction		Project Name Lot 22 Fairway Oaks	
Phone 801-698-2064	Fax	Project Address 3932 North 4800 East Eden, Utah 84310	
Email Address heidi.christiansen8@gmail.com			
Mailing Address of Property Owner(s)/Authorized Representative(s) 3933 North 4825 East Eden, Utah		Estimated Project Length (mo) 8 months	Previous Permit No. (if applicable)
		Estimated Start Date August 1, 2021	Actual Start Date

Submittal Checklist

- The application shall include a Storm Water Pollution Prevention Plan which meets the criteria set forth in Section 33-3-4 of the county ordinances.

The applicant shall file the application on or before the following dates:

Subdivision: The date that the applicant submits the preliminary subdivision development plat application.

Site Plan: The date that the applicant submits a site plan application or amended site plan.

Building Permit: The date that the applicant submits a building permit application if the applicant proposes to construct a building on an existing lot or parcel.

Land Use Permit: The date that the applicant submits a land use permit application.

Other: At least two (2) weeks before the developer intends to perform any type of work not listed above that would require a Storm Water Construction Activity Permit pursuant to this Chapter.

Failure to acquire a required Storm Water Construction Activity Permit is grounds for tabling a related subdivision application, site plan application, conditional use permit application, or building permit application. It is unlawful to commence work (move dirt) on a development site before obtaining a required Storm Water Construction Activity Permit.

Note: A pre-construction meeting is required before performing any on-site earth work, unless waived by the county engineer.

Applicant Narrative

Please explain your request.

To obtain a Weber County Stormwater Construction Activity Permit in a single family development on lot 22 in Fairway Oaks in Eden, Utah.

Authorization

By signing below the Owner / Representative authorizes the county to enter the property to perform inspections.

Owner or Authorized Representative Signature <i>Heidi Christiansen</i> <small>Heidi Christiansen (Jul 15, 2021 16:12 MDT)</small>	Date
Signature of Approval	Date

Exhibit 8



Land Use Permit

Weber County Planning Commission

2380 Washington Blvd. STE 240
Ogden, UT 84401
Phone: (801) 399-8791 FAX: (801) 399-8862
webercountyutah.gov/planning

Permit Number: LUP232-2021

Permit Type: Structure
Permit Date: 07/14/2021

Applicant

Owner

Name: Heidi Christiansen
Business:
Address: 3932 N 4800 E
Eden, UT 84310
Phone: 801-698-2064

Name: Allen Kirk Construction LLC
Business:
Address: , UT
Phone: 801-698-2064

Parcel

Parcel: 222540005
Zoning: FR-3 **Area:** 0 **Sq Ft:**
Address: 3932 N 4800 E EDEN, UT 84310

Lot(s): 22 **Subdivision:** Fairway Oaks Ph. 2 Amd.
T - R - S - QS: 7N - 1E - 22 - NW

Proposal

Proposed Structure: SFD
Proposed Structure Height: 25
of Dwelling Units: 1
Off Street Parking Req'd: 2

Building Footprint: 2554
Max Structure Height in Zone: 35
of Accessory Bldgs: 0
***Is Structure > 1,000 Sq. Ft?** Yes
***If True Need Certif. Statement**

Permit Checklist

Access Type: Front Lot Line
Greater than 4218 ft above sea level? Yes
Additional Setback Req'd. ? No
> 200 ft from paved Road? No
Culinary Water District: Wolf Creek Water

Alternative Access File # N/A
Wetlands/Flood Zone? No
Meet Zone Area Frontage? Yes
Hillside Review Req'd? No N/A
Waste Water System: Wolf Creek Sewer

Comments

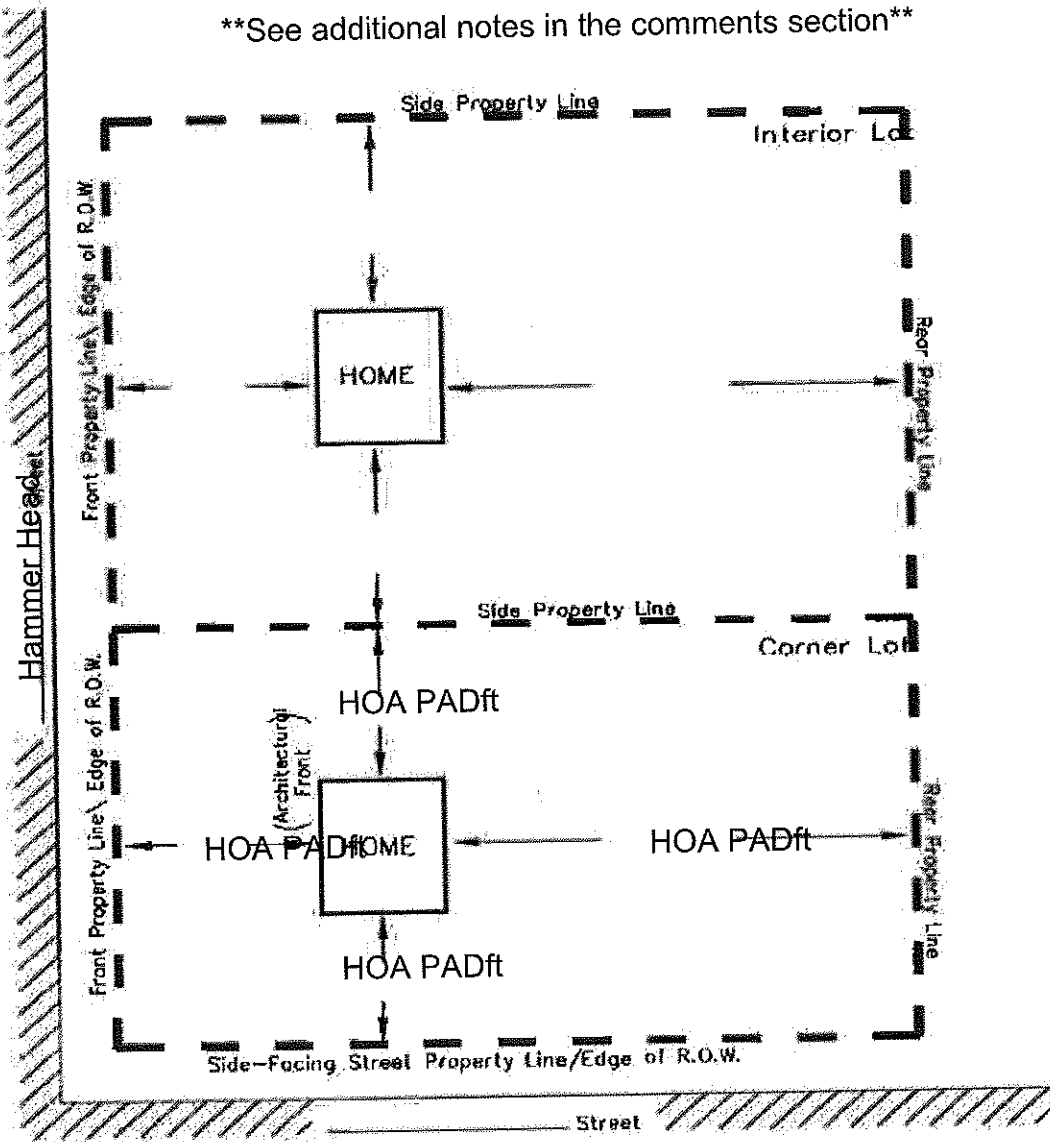
This Land Use Permit is for a single-family dwelling on building pad #22 of the Fairway Oaks @ Wolf Creek PRUD Phase 2 Amended subdivision. Building setbacks are dictated by the building pad on the subdivision plat (see enclosed). Weber County staff requested correspondence from the Fairway Oaks Design Review Board regarding the architectural and material sign of the structure via email 6/24/2021. No response from the HOA was received. With guidance from the Weber County Attorney's Office, Planning staff reviewed the proposed home plans, in the absence of an HOA approval letter, to verify that the home is consistent with the single-family home standards (LUC Sec. 108-15). Staff also found that home to be architecturally and materially consistent with existing homes in the Fairway Oaks community. Ultimately, compliance with any applicable private covenants is the responsibility of the owner. Lastly, all outdoor lighting is required to remain in compliance with LUC Sec. 108-16.



Land Use Permit

Structure Setback Graphic: New Dwelling, Addition, Etc.

See additional notes in the comments section



MINIMUM YARD SETBACKS New Dwelling, Addition, Etc.

NOTICE FOR APPLICANT (Please Read Before Signing)

Proposals for the installation of an individual water supply and for a sanitary waste disposal system (septic tank) for any structure designed for human occupation must be approved by Weber County Health Department prior to installation.

Scott Perkes

07/14/2021

Planning Dept. Signature of Approval

Date

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this land use will be complied with whether specified herein or not. I make this statement under penalty of perjury.

Contractor/Owner Signature of Approval

Date

Exhibit 9

'W2348948'

EN 2348948 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
19-JUN-08 911 AM FEE \$1.00 DEP LF
REC FOR: WEBER COUNTY PLANNING

Ordinance 2008 - 14

An Ordinance of Weber County Vacating Fairway Oaks at Wolf Creek PRUD Phase 1

Whereas, Fairway Oaks at Wolf Creek PRUD Phase 1 has been amended to correct the location of the building pads within the PRUD, and is now known as Fairway Oaks at Wolf Creek PRUD Phase 1 1st Amendment;

Whereas, the vacation of Fairway Oaks at Wolf Creek PRUD Phase 1 is recommended by the Weber County Planning Department and Recorder/Surveyor's Office because it will reduce the potential for future errors in transfer of title;

Whereas, the vacation of Fairway Oaks at Wolf Creek PRUD Phase 1 will not adversely affect the public health, safety, or welfare;

Now Therefore, the Weber County Board of Commissioners ordains and vacates the following:

All of Fairway Oaks at Wolf Creek PRUD Phase 1

This ordinance shall take effect upon the concurrent recording of Fairway Oaks at Wolf Creek PRUD Phase 1 1st Amendment. Should Fairway Oaks at Wolf Creek PRUD Phase 1 1st Amendment fail to be recorded on or before September 1, 2008, this ordinance shall be void and of no effect.

Passed, Adopted and Ordered published this 22 day of April, 2008
by the Board of County Commissioners of Weber County, Utah,

Commissioner Bischoff	Voting <u>aye</u>
Commissioner Dearden	Voting <u>excused</u>
Commissioner Zogmaister	Voting <u>aye</u>

Jan M. Zogmaister
Jan M. Zogmaister, Chair

ATTEST:

Alan D. McEwan
Alan D. McEwan, CPA Weber County Clerk/Auditor

By: Roger Beumer
Chief Deputy

Minutes of the Weber County Township Planning Commission held Tuesday, June 29, 1999, in the Weber County Commission Chambers, 2380 Washington Blvd., commencing at 6:00 p.m.

Members Present:

Dale Campbell, Chair
Haynes Fuller
Wayne Gibson
Becky Messerly
Sandra Tuck

Members Excused:

Tena Campbell
Brent Harsha

Staff

Craig Barker, Director
Jim Gentry, Planner
Kevin Hamilton, Planner
Chris Allred, Legal Counsel
Curtis Christensen, County Engineer
Sherri L. Sillitoe, Secretary

Consent Agenda Items

- A. Request for a six month extension of Final Approval for Sheep Creek, 4400 N. 4000 E.
- B. Bottoms Subdivision, 2 Lots, 4900 W. 2100 S. - Final Approval - To Be Tabled
- C. Amendment of Fairway Oaks to allow an additional building plan - John Lewis
- D. Trendwest Condo Plat, Phase 1, 3618 Wolf Creek Drive, 32 Units - Final Approval

Regular Agenda Items

- 1. Approval of the May 18, 1999, meeting minutes
- 2. CUP #15-99 by Garilyn Nelson at 171 S. 3500 W. for a Laboratory for Agricultural Testing
- 3. CUP #16-99 by AT&T Wireless in Ogden Canyon for a Telecommunications Site
- 4. CUP #17-99 by Ernie Butters, 1600 W. 3300 S. for Site Leveling
- 5. Manufacturing Site Plan MSP #06-99 by Vickie King for pet care & boarding w/ dwelling for night watchman at 1256 W. 2550 S.
- 6. Flag Lot #08-99 by Bret Hadley, 5296 W. 2200 S.
- 7. Approval of the Revised Bret Hadley Subdivision, Phase 4, 3 Lots
- 8. Flag Lot FLAG #08-99 by Russell L. Chatelain for a Flag Lot at 419 W. 2550 N.
- 9. McFarland Subdivision, 416 N. 3600 W., 2 Lots - Preliminary Approval - Tabled from 5/18/99
- 10. Eden Acres, 2500 N. Hwy 166 - Final Approval
- 11. Cottonwood Hills, Phase 4, 6 Lots, 3700 N. 3775 E - Final Approval
- 12. Other
- 13. Adjourn

Consent Agenda Items

A. Request for a six-month extension of Final Approval for Sheep Creek, 4400 N. 4000 E.

Commissioner Tuck moved to grant a six-month extension for final approval for Sheep Creek located at 4400 N. 4000 E. Commissioner Gibson seconded the motion. A vote was taken and Chair Campbell said the motion carried with all members present voting aye.

B. Bottoms Subdivision, 2 Lots, 4900 W. 2100 S. - Final Approval - To Be Tabled

MOTION: Commissioner Tuck moved to table this item until the July 20, 1999, meeting. Commissioner Gibson seconded the motion. A vote was taken and Chair Campbell said the motion carried with all members present voting aye.

C. Amendment of Fairway Oaks to allow an additional building plan - John Lewis

Commissioner Gibson moved to approve the amendment of Fairway Oaks to allow an additional building plan. Commissioner Fuller seconded the motion. A vote was taken and Chair Campbell said the motion carried with all members present voting aye.

Members Present:

Louis Cooper, Chair
Wally Armstrong
Greg Graves
Frank Maughan
Norman Montgomery
Lorna Rich

Staff

Craig C. Barker, Planning Director
G. Kelly Grier, Senior Planner
Kevin Hamilton, Planner
Monette Hurtado, Legal Counsel
Sherri Sillitoe, Secretary

Consent Agenda Items

1. Approval of Site Plan for Sunridge Common Area

Regular Agenda Items

1. Approval of minutes of the June 22, 1999, meeting
2. Zoning Petition Z.P. #016-99 to Rezone FV-3 to CV-2 at Hwy 39 & Snowbasin Road
3. Zoning Petition Z.P. #017-99 to Amend Chapter 8 Forest Zones
4. Zoning Petition Z.P. #018-99 to add Chapter 21-B the Valley Manufacturing MV-1 Zone
5. Zoning Petition Z.P. #019-99 to Amend Chapter 23 Supplementary and Qualifying Regulations
6. Zoning Petition Z.P. #020-99 to Amend Chapter 15 Forest Residential FR-3 Zone
7. Zoning Petition Z.P. #021-99 to Amend Chapter 10 Single Family Residential
8. Zoning Petition Z.P. #022-99 to Amend Chapter 12 Forest Residential FR-1 Zone
9. Conditional Use CUP #09-99 Chris Petersen's Lighting issues discussion
10. Conditional Use CUP #21-96 Garr Petersen's Caretaker's Dwelling Discussion and possible action
11. Discussion - Building Permits issued prior to subdivision improvements installed, ie., Bailey Acres, Green Hills
12. Discussion - Priority for upcoming ordinance amendments
13. Name Suggestion for a person to fulfill Vicki Petersen's unexpired term
14. Other

1. Approval of minutes of the June 22, 1999, meeting

Legal Counsel has reviewed this set of minutes.

MOTION: Commissioner Montgomery moved to approve the minutes of the June 22, 1999, meeting as approved by Legal Counsel. Commissioner Graves seconded the motion. A vote was taken and Chair Cooper said the motion carried by a unanimous vote, with Commissioner Messerly abstaining.

Consent Agenda Items

1. Approval of Site Plan for Sunridge Common Area

Staff said Sunridge Home Owner's Association will add a pavilion and a restroom facility next year to their common area. They have received Health Department approval to build the restroom facility.

MOTION: Commissioner Maughan moved to approve Consent Agenda Item 1. Commissioner Rich seconded the motion. A vote was taken and Chair Cooper said the motion carried with all members present voting aye.

Minutes of the Weber County Township Planning Commission meeting held August 12, 1997, held in the Weber County Commission Chambers, 2380 Washington Blvd., commencing at 5:30 p.m.

Members Present: Dale Campbell, Vice Chair
Haynes Fuller
Wayne Gibson
Brent Harsha
Becky Messerly
Sandra Tuck

Members Excused: Frank Spinosa

Staff Craig C. Barker, Director
Jim Gentry, Planner
Troy Herold, Planner
Sherri Sillitoe, Secretary
Monette Hurtado, Legal Counsel

Consent Agenda

1. Fairway Oaks, 4000 N. 4900 E., 37 units - Final Approval

Regular Agenda Items

1. Approval of April 22, 1997, May 13, 1997, June 24, 1997, and July 8, 1997 minutes
 2. Amendment to Rules of Procedure to require Chairman to vote on all issues.
 3. Suggested Changes to Rules of Procedure as proposed by Marriott Township
 4. C.S.P. 2-97 by Kelly Goddard for Site Plan approval for a hardware store and service station at 7800 E. 500 S.
 5. C.S.P. 3-97 by Rock Toone for a 13' x 13' addition at 5500 E. 2200 N.
 6. Private Road Acceptance, 2268 S. 3500 W., Wesley Robison
 7. Wheeler Subdivision, 5100 N. 3600 E., 9 lots - Preliminary Approval
 8. Mountain View Estates #3, 2800 N. 4975 E., 30 Lots - Preliminary Approval
 9. Elkhorn Phase #3, 3600 N. Elkridge, 24 Lots - Preliminary Approval
 10. Bailey Subdivision, 4500 N. 3300 E., 50 Lots - Preliminary Approval
 11. Carver Subdivision, 3900 W. 3600 N., 18 Lots - Preliminary Approval
 12. Other
 13. Motion to Adjourn
-

1. Approval of April 22, 1997, May 13, 1997, June 24, 1997, and July 8, 1997 minutes

MOTION: Commissioner Fuller moved to approve the minutes of the April 22, 1997 and May 13, 1997 minutes. The remaining minutes will be tabled until the next meeting. Commissioner Tuck seconded the motion. A vote was taken and Vice Chair Campbell said the motion carried with all members present voting aye.

The members opted to place this item as a regular agenda item for further discussion.

1. Fairway Oaks, 4000 N. 4900 E., 37 Units - Final Approval

Staff presented the following report:

Finding of Fact:

The petitioner has received approval from the County Commission on the PRUD. They have also addressed the Engineering concerns. In order to transfer "ownership" of the units, plat must be approved for recording.

Questions to ask: None.

Staff and Agency Reviews: Final Approval from Engineering and Surveying departments.
Conditions of approval from State Division of Natural Resources on Aug. 8th letter.

Staff Recommendations:

Final approval subject to staff and agency comments.

Planning Commission Action Required:

Motion for Final Approval of Fairway Oaks PRUD subject to agency comments, and bond for improvements that are not yet completed.

Lowell Peterson said he believed all the issues of concern have been addressed. They have been working with the County Engineer and State Department of Natural Resources. The stream channel altering has been approved and staff's concerns have been addressed. The subdivision plan will be transferring ownership of the lots so they can transfer ownership to the new owners.

Dick Manley, Chairman of the Eden Planning Committee, asked if work can be commenced on the stream channel and the roads before final approval has been given. Staff replied that once Preliminary Approval is given, the developer can cut roads. Mr. Manley asked why the detention pond is not shown on the plans. The Eden Planning Committee is concerned about water storage capacity. He is assuming the County is monitoring the storage capacity vs. actual numbers using the system. Mr. Manley asked about secondary water. Restoring the stream channel would be extremely difficult if the members wanted the course changed.

Staff said the approval process for a P.R.U.D. is different from a standard subdivision. Once the P.R.U.D. is approved by the County Commission that is final approval. This plat is on the agenda because they do not want to rent the units. Staff said there will be 578 units on the water system if this project is approved. The detention pond is not on this property which is why it is not on the subdivision plat. However, the cost for improving the pond will be placed in escrow. Commissioner Fuller asked where the stream will be altered. Staff showed this location and said the stream was the overflow channel that is higher than the main channel of Wolf Creek.

Shanna Francis said she contacted the State Division of Water Rights who said as of 3:00 p.m. today the petitioner did not obtain a stream alteration permit before commencing the stream alteration. Ms. Francis also stated they provided false information on their stream alteration application. The stream flows seven to eight months of the year whereas their application said the stream flows only 30 days of the year. The site was excavated before August 8, 1997.

Dick Manley said Mr. Wiscombe from the Patio Springs Home Owner's Association previously said they objected to using a lot in the Patio Springs development for a detention basin. Staff said Mr. Wiscombe signed a letter on June 30, 1997 giving permission to use this lot for the Fairway Oaks Development.

Lowell Peterson said they had been very careful with the work done. They were under the understanding work could commence and their engineer filled out the stream alteration application. The stream channel is defined in some areas and in some areas it is not. This was already an altered channel at the time the golf course was built. He cannot believe that the plans have not been submitted to the State. When he visited the site, he saw they had crossed the future road, but had not altered the stream. Monette Hurtado, Legal Counsel, said when stream alteration occurs, the State contacts the County and states that they are investigating. If they find the stream was altered illegally, they can pursue action.

MOTION: Commissioner Gibson moved to recommend to the County Commission that Final Approval be given to Fairway Oaks P.R.U.D. Subdivision, 400 ON. 4900 E., 37 Units subject to the conditions as listed in the staff report and approval from the State Division of Water Quality for stream path alteration. Commissioner Harsha seconded the motion

DISCUSSION: Commissioner Gibson said he really appreciated the efforts of the Eden Planning Committee to bring information to their attention, but he believes the board does not have the right to deny approval if a proposal meets County Ordinance requirements.

Commissioner Fuller said Mr. Peterson said the stream had been altered in the past. However, there is much discussion about how much drainage should go down stream channels at certain times of the year.

VOTE: A vote was taken and Vice Chair Campbell said the motion carried with all members present voting aye.

2. Amendment to Rules of Procedure to require Chairman to vote on all issues

Monette Hurtado said the Rules of Procedure required that they have four members present to act. If there is a 2-1 vote, the Chair only votes to make or break a tie. The Chair does not actually say he votes with the majority. This rule was implemented when the Planning Commission was the final approving body. At that time, the determination was the Chair's role was as an administrator rather than an active member of the board.

Ms. Hurtado submitted proposed wording that would amend the rules of procedure to state that the Chair would vote on all questions unless the chair has declared a conflict of interest so they will always have a majority voting on an issue.

Commissioner Gibson asked what happens if the Weber County planning board approves this amendment and the other townships do not.

No action was taken and the members moved onto the next agenda item.

3. Suggested Changes to Rules of Procedure as proposed by Marriott Township

This item was tabled as no one was present to discuss this item.

4. C.S.P. 2-97 by Kelly Goddard for Site Plan approval for a hardware store and service station at 7800 E. 500 S.

Staff presented the following report:

Finding of Fact:

The petitioner's property is zoned Commercial C-2. The petitioner is proposing a hardware store and small retail shops along with a service station. The petitioner is proposing to annex into Huntsville Town in order to obtain culinary water.

Commercial and manufacturing zones require curb, gutter and sidewalk, but there is none in this area. The Planning Commission needs to require the curb, gutter and sidewalk to be installed, or require a deferral agreement for these improvements.

Conformance to General Plan: The proposal conforms to the General Plan for the area

Conditions for Approval:

1. Landscaping details
2. Parking Curbs
3. If there is a receiving area, then that needs to be shown
4. Screening of the trash dumpster area
5. A letter of requirements from Utah Department of Transportation for access off State Highway 39
6. Fire District requirements
7. Engineering requirements
8. The center parking area be separated by a small landscaped area or have the ends of the center parking area landscaped to allow recreation vehicle parking
9. Installation of curb, gutter and sidewalk, or require a deferral agreement
10. Additional landscaping of the rear property line to provide a buffer between the commercial property and the adjacent home

Staff Recommendations: Staff recommends approval subject to staff and other agency comments

The Health Department said they would approve the septic tank system if the petitioner deletes the freestanding restrooms near the pumps from the proposal. U.D.O.T. would like to see turning and deceleration lanes.

Monette Hurtado said if Mr. Froerer cannot meet the requirements, this proposal could not receive Final Approval. A developer is not required to develop off-site improvements, but they do have to provide interior roads. If Mr. Waters allows the road to be connected, the public could use the road. If Mr. Waters does not allow the connection, Mr. Froerer could still have a cul-de-sac. Staff explained the Preliminary Approval process at this time.

Commissioner Tuck said she believed a cluster subdivision would have worked better. Legally, she believes they cannot deny Preliminary Approval.

VOTE: A vote was taken and Chair Pro-tem Tuck said the motion carried with all members present voting aye.

4. Wolf Creek P.R.U.D. Fairway Oaks 37 units 4000 North 4900 East

Staff presented the following report:

Finding of Fact:

The petitioner would like to build a 37-unit PRUD on the North Side of Patio Springs Subdivision. The property is zoned FR-3 that allows PRUD's as a Conditional Use. The proposal is for single family patio type homes on reduced lots. The lots would measure 80' x 47.5', and have the bulk of the property in common open space. The purchasers of the lots would have five different home styles from which to choose. Two of the styles are two story homes (approx. 68' x 38'), the other three are one level homes (71' x 42', 62' x 42', & 48' x 56'). The homes are wood frame construction and would fit well into the surrounding home styles.

The property is approx. 10 acres of which approx. 8 acres is buildable. This would allow up to 48 units per the Wolf Creek Master Plan of six units per acre, or up to 58 units according to zoning requirements of 6,000 sq.ft. per unit in the FR-3. The project is well under the area and density requirements.

Conformance to General Plan: The project does conform to the overall Wolf Creek Master Plan.

Staff and Agency Reviews:

Planning

The minimum front yard setback for the FR-3 zone is 25'. Most of the "building pads" are 20' from the back of curb, or the edge of the right of way on the public road. Staff would recommend that the minimum front yard setbacks be maintained along the north-south 60' public road. The "building pads" could be reduced to 75' wide and still have a little room for the widest home style proposed (71'). This would allow for a little room to meet the setback requirements and give more space between the units.

Most of the home styles would have to face north-south on the building pads (within the central bull-nosed area). This could force the architectural front of the homes to be other than parallel to the road. This could mean that the front of one house would be looking into the rear of another. This may work out, but some thought should be given to the final landscaping plan to provide some screening, etc. to accommodate that.

The plan calls for some guest parking stalls. It is also staff's understanding that driveways for the units could be used for guest parking. To accommodate this, the minimum setback distance for the front of any garage should be 20' from the back of curb. This would prevent any guest vehicles from overlapping onto the private road. The areas labeled as guest parking would most likely end up being used for snow storage rather than the area that is labeled as such on the east side of the property. Staff does not see a problem for this since guest could still use the driveways.

Engineering

Easements for creek, permit from State Engineers Office to relocate stream, FEMA Floodplain study for property, No easements (high spring area), other smaller items (see letter).

Fire No concerns as to hydrant location and access.

Water & Sewer

Wolf Creek Wtr. & Swr. has bonded for a new pump in their well. That pump should be installed within the next two months. The sewer lagoons are at half capacity and can be easily upgraded when necessary. The State Division of Water Quality is monitoring this.

Staff Recommendations:

Staff feels that the project could work well for this property. However, staff does not feel that approval of this proposal should be given until some engineering concerns have been addressed. Staff would also like to see a detailed "example" of what the units may look like on the property with some landscaping. (This could be done by showing a blow up of one of the bull-nose cul-de-sac's, with the home footprint, landscaping, walks, lighting, etc.)

Staff received phone calls from property owners asking how this development would fit with the Patio Springs development. Staff said the density would fit well with the Patio Springs development.

Commissioner Gibson asked if the petitioner was against postponing this item. Staff said they had addressed most of the concerns, but staff only received the information today. Staff requests they have more time to review the information.

Staff said FEMA showed the floodplain going through this property. They are not sure this can be diverted without State approval.

Dick Manley, Chairman of the Eden Planning Committee, said that they needed to stay on top of the number of connections allowed on the Wolf Creek water and sewer system. The members were concerned that the catch basins for this development are proposed on another property. If the two-year build out does not happen, they would like to know what happens to the subdivision. The committee was also concerned about open space. Mr. Wiscombe attended their meeting and said the east lots were wet. He was very concerned about potential flooding from Wolf Creek and passing percolation tests. They will need to do further study.

Lowell Peterson, representing Wolf Creek Associates, said the engineering concerns were the only questions left to answer. There is common area at the east end of Wolf Creek. The proposed homes will be back to back. The stream Mr. Manley referred to only flows one to two months out of the year when Wolf Creek is high. They would like to receive approval and request the 5-6 lots be held as restricted lots so they could not be built upon until the question is answered. There is an easement in the common area that works well for storm water detention.

Ken Gardner of Gardner Engineering said this was an existing sewer line that runs through the project. There will be no septic tanks or basements. The stream was relocated when the golf course was constructed. He concurs that these lots could be restricted until they resolve the conflict.

No other comments were received from the audience at this time.

MOTION: Commissioner Gibson moved to recommend approval subject to staff and agency review, that the five lots in question be restricted until the creek issue is resolved, and that the detention basin question is answered. Commissioner Harsha seconded the motion. A vote was taken and Chair Pro-tem Tuck said the motion carried with all members present voting aye.

5. Wolf Creek Timeshare 30 units approx. 3691 North 5100 East

Staff presented the following report:

Finding of Fact:

The petitioner is requesting approval of Phase 3 and 4 of Wolf Creek Village Timeshare. This P.R.U.D. (Planned Residential Unit Development) that was approved in 1982 shows a phase consisting of four buildings with a total of 60 units. There is a total of 30 units being proposed in these two phases. Phase one was approved and built in 1982. Phase 2 was approved in 1984 but wasn't built until 1991. The Forest Residential FR-3 zones list P.R.U.D as a Conditional Use, which expires after 18 months.

Staff has no concern with this proposal. There is sufficient landscaping proposed, parking and pedestrian circulation. Wolf Creek Water and Sewer has the capacity to serve these lots and the lots that have been approved. The sewer lagoons are at approximately 60 percent capacity and with the pump that is being installed on their well, sufficient water will be in their water system. The State Division of Drinking Water has stated that there is sufficient storage capacity in Wolf Creek's water system for this development and Wolf Creeks P.R.U.D.

Conformance to General Plan: The proposal conforms with the General Plan

Questions to ask:

1. Lighting
2. Signs

Staff Recommendations:

Staff recommends that Wolf Village Timeshare be approved, subject to staff and other agency comments.



Post-It* Fax Note		671	Date 7/8/97	# of pages 1
To TROY HAROW		From KEN GARDNER		
Co./Dept.		Co.		
Phone #		Phone #		
Fax # 399-8862		Fax #		

June 30, 1997

We the home owner's association for Patio Springs Subdivision give John Lewis, developer for the Fairway Oaks Subdivision, the right to use the common area "I" on the northwest corner of 3900 North and 4700 East for a storm water detention basin. The storm detention basin will be used for storm drainage from the Fairway Oaks Subdivision

The improvements allowed on this parcel are as follows:

- Construction of 3' x 3' concrete inlet structure (height to be determined)
- Removal of existing pipe located at proposed site
- No other earthwork to take place on proposed site

The Patio Springs Homeowner's Association hereby accepts the above improvements to the common area "I".

Alan C. Ball

Allen R. Wiscombe

Greg McCall

Ken Allen

STAFF REPORT TO PLANNING COMMISSION

August 12, 1997

**Final Approval of Fairway Oaks PRUD Subdivision Plat
4000 N. 4900 E.**

Finding of Fact:

The petitioner has received approval from the County Commission on the PRUD. They have also addressed the Engineering concerns. In order to transfer "ownership" of the units, plat must be approved for recording.

Questions to ask:

None.

Staff and Agency Reviews:

Final Approval from Engineering and Surveying departments.
Conditions of approval from State Division of Natural Resources on Aug. 8th letter.

Staff Recommendations:

Final approval subject to staff and agency comments.

Planning Commission Action Required:

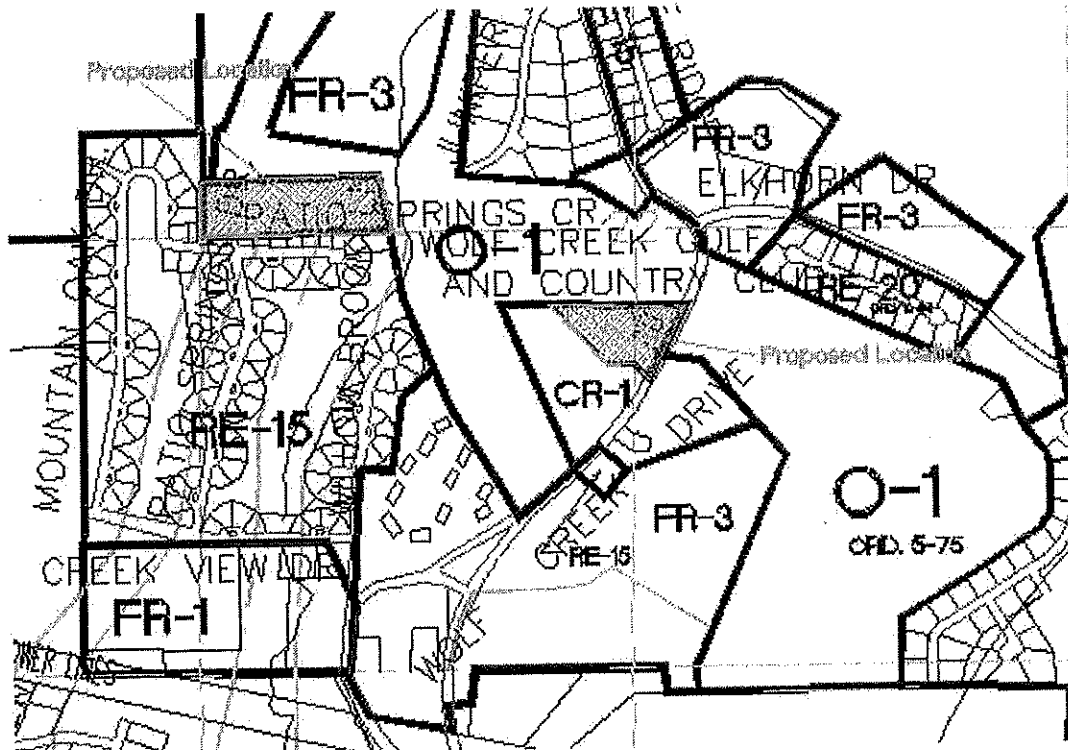
Motion for Final Approval of Fairway Oaks PRUD subject to agency comments, and bond for improvements that are not yet completed.

P.R.U.D. by Wolf Creek

At 4000 N. 4900 East 37 Units

P.R.U.D. by Wolf Creek

1



Area Map

2

STAFF REPORT TO PLANNING COMMISSION

June 24, 1997

Fairway Oaks PRUD (Conditional Use) by Wolf Creek at 4000 N. 4900 E. north of Patio Springs

Finding of Fact:

The petitioner would like to build a 37 unit PRUD on the North Side of Patio Springs Subdivision. The property is zoned FR-3 which allows PRUD's as a Conditional Use. The proposal is for single family patio type homes on reduced lots. The lots would measure 80' x 47.5', and have the bulk of the property in common open space. The purchasers of the lots would have 5 different home styles to choose from. Two of the styles are two story homes (approx. 68' x 38'), the other three are 1 level homes (71' x 42', 62' x 42', & 48' x 56'). The homes are wood frame construction and would fit well into the surrounding home styles.

The property is approx. 10 acres of which approx 8 acres is build able. This would allow up to 48 units per the Wolf Creek Master Plan of 6 units per acre, or up to 58 units as per zoning requirements of 6,000 sq.ft. per unit in the FR-3. The project is well under the area and density requirements.

Conformance to General Plan:

The project does conform to the overall Wolf Creek Master Plan.

Staff and Agency Reviews:

Planning

The minimum front yard setback for the FR-3 zone is 25'. Most of the "building pads" are 20' from the back of curb, or the edge of R.O.W. on the public road. Staff would recommend that the minimum front yard setbacks be maintained along the north-south 60' public road. The "building pads" could be reduced to 75' wide and still have a little room for the widest home style proposed (71'). This would allow for a little room to meet the setback requirements and give more space between the units.

Most of the home styles would have to face north-south on the building pads (within the central bull-nosed area). This could force the architectural front of the homes to be other than parallel to the road. This could mean that the front of one house would be looking into the rear of another. This may work out but some thought should be given to the final landscaping plan to provide some screening, etc. to accommodate that.

The plan calls for some guest parking stalls, it is also staff's understanding that driveways for the units could be used for guest parking. To accommodate this, the minimum setback distance for the front of any garage should be 20' from the back of curb. This would prevent any guest vehicles from overlapping onto the private road. The areas labeled as guest parking would most likely end up being used for snow storage rather than the area that is labeled as such on the east side of the property. Staff does not see a problem for this since guest could still use the driveways.

Engineering

Easements for creek, permit from State Engineers Office to relocate stream, FEMA Floodplain study for property, No basements (high spring area), other smaller items (see letter).

Fire

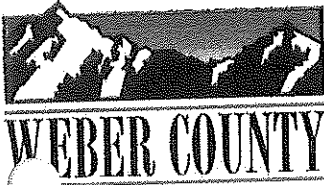
No concerns as to hydrant location and access.

Water & Sewer

Wolf Creek Wtr. & Swr. has bonded for a new pump in their well. That pump should be installed within the next 2 months. The sewer lagoons are at about half capacity & can be fairly easily upgraded when necessary. The State Division of Water Quality is monitoring this.

Staff Recommendations:

Staff feels that the project could work well for this property, however staff does not feel that approval of this proposal should be given until some of the engineering concerns have been addressed. Staff would also like to see a detailed "example" of what the units may look like on the property with some landscaping. (This could be done by showing a blow up of one of the bull-nose cul-de-sac's, with the home footprint, landscaping, walks, lighting, etc.)



June 2, 1997

ENGINEERING/
BUILDING INSPECTION

Curtis Christensen
Director

Troy Herold
Weber County Planning

Re: Fairway Oaks PRUD (preliminary)

Building Inspections
(801) 399-8374

Business License
(801) 399-8394

Engineering
(801) 399-8371

I have reviewed the above referenced subdivision and have the following comments:

1. New ordinance requires 50 Ft. each side of creek to be non buildable. A 100 ft. wide easement (50 ft. Each side of centerline of creek) for each creek needs to be shown on plat and designate area within easement as non-buildable.
2. FEMA did not make a floodplain determination for this area. However, floodplain boundaries are determined to the south boundary of this development. Please submit a floodplain and base flood elevation determination study for the development and show floodplain boundary and base flood elevation on plat. Construction in a floodplain will require special conditions as outline in the floodplain ordinance.
3. Property for detention basin is owned by Patio Springs Home Owners Association. An agreement from the association to allow detention basin needs to be submitted to the county.
4. The developer will be required to develop the access road (to county standards) from Patio Springs. Improvement plans will need to be submitted for this portion of road. Show how transition will be made from asphalt to curb & gutter.
5. How will storm drainage be provided for? A storm drainage plan needs to be submitted.
6. Westerly stream will require piping for road development. Required pipe size can be determined in conjunction with floodplain study.
7. Temporary turn around is required at end of road.
8. How will snow removal for PRUD roadway be provided and where will snow be stored?
9. Plan calls for relocating the westerly stream. This is a natural stream and its relocation may not be allowed by the state. Permits will be required from the State Engineer's Office for any construction that takes place in the streams.
10. Springs can be found close to the ground surface through out this area. Minimal excavation should be considered when building homes. Possibly patio homes with no basements.

Sincerely,

Dennis Richardson
Weber County Engineering

Engineering/
Building Inspection
2380 Washington Blvd.
Ogden, Utah, 84401-3113
(801) 399-8371
Fax: (801) 399-8862

MEMORANDUM

To: WEBER COUNTY PLANNING COMMISSION

From: Ken Gardner, P.E. L.S. 

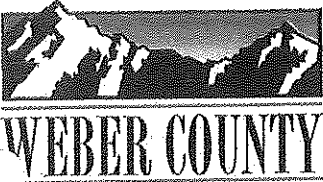
RE: FAIRWAY OAKS AT WOLF CREEK, P.R.U.D.

Date: June 24, 1997

The following is a summary of information requested for approval of the subject development as requested through the County Engineering and Planning Departments:

1. Lots along the main 60 foot County road have been moved to a setback of 25'.
2. Lots 35, 36 and 37 have been relocated to accommodate a 100' wide right-of-way along Wolf Creek.
3. The storm water retention pond size for the proposed development (see enclosed calculations) requires 8,500 cubic feet. The natural depressed area in the proposed retention site is 13,500 cubic feet. The addition of a 5.6 inch diameter orifice to the existing discharging pipe is all that will be necessary. The site of the retention pond is dedicated common area for an adjoining subdivision. The common area is dedicated for public utilities and storm drainage.
4. The Westerly channel flow can be controlled from Wolf Creek. The channel is used to fill an existing pond on the golf course. It is our understanding that the channel can be relocated without the consent of any state agency. The proposed pipe for the relocated channel under the road will be 18" diameter.
5. Storm drainage will be captured through three cross-gutters in the street and two catch basins at the beginning of the private road. A pipe diameter of 18" will have sufficient capacity at a slope of 2.5% to permit 15.73 cfs to discharge to the retention basin.
6. The National Flood Insurance Program maps have not delineated the area around Wolf Creek within the proposed development, but have designated the area as Zone "D" which has an undetermined flood hazard. During the spring run off we observed on several occasions that Wolf Creek remained within its banks without any danger of flooding even when upstream culverts were washed out. Enclosed are recent photographs of the Wolf Creek Channel.

Fairway2.doc



PLANNING COMMISSION

Craig C. Barker
Director

Date: June 16, 1999

**TO PROPERTY OWNERS WITHIN FAIRWAY OAKS
PLANNED RESIDENTIAL UNIT DEVELOPMENT**

The Weber County Planning Office has received a request to amend Fairway Oaks P.R.U.D. to allow an additional dwelling style.

You are invited to express your thoughts concerning this Petition at a meeting of the Weber County Township Planning Commission to be held on **Tuesday, June 29, 1999 at 5:00 p.m.** in the Weber County Commission Chambers, 1st Floor of the Weber Center, 2380 Washington Blvd., Ogden, Utah. or call 399-8766 prior to the meeting.

Sincerely,

Kevin D. Hamilton, Planner
Weber County Planning Commission

22-137-0001
GRAHAM, JOHN TODD & WF
PATRICIA H GRAHAM

PATIO SPRINGS RD
EDEN UT 84310

22-137-0004
SLADE, THOMAS E & WF
ANNETTE H SLADE

P O BOX 836
EDEN UT 84310

22-137-0007
LEWIS, JAMES T &
JUDITH M LEWIS

4404 WOLF RIDGE CIR
EDEN UT 84310

22-137-0012
WALKER, LARRY R & WF
JEAN P WALKER
% HOME ABSTRACT
2380 WASHINGTON BLVD
OGDEN UT 84401

22-137-0015
STEVENS, TED A

3946 N 4750 E
EDEN UT 84310

22-137-0002
D'AMATO, KAREN

3937 N PATIO SPRINGS
EDEN UT 84310

22-137-0005
KNAPP, DAVID K & WF
JANICE M KNAPP

3944 N 4700 E
EDEN UT 84310

22-137-0010
BAILEY, LONNY H & WF
NANCY A BAILEY

4765 E 3925 N
EDEN UT 84310

22-137-0013
STAUFFER, KEVIN E & WF
LINDA L STAUFFER

3933 N 4750 E
EDEN UT 84310

22-137-0017
FLORENCE, BARBARA J

4768 E 3925 N
OGDEN UT 84414

22-137-0003
UTAH STERLING L C

3923 N 4700 E
EDEN UT 84310

22-137-0006
WOLF CREEK ASSOCIATES

% BLAINE WADE
296 E 3250 N
OGDEN UT 84414

22-137-0011
WOLF CREEK ASSOCIATES

% BLAINE WADE
296 E 3250 N
OGDEN UT 84414

22-137-0014
NELSON, GEORGE W & WF
DIANE E NELSON

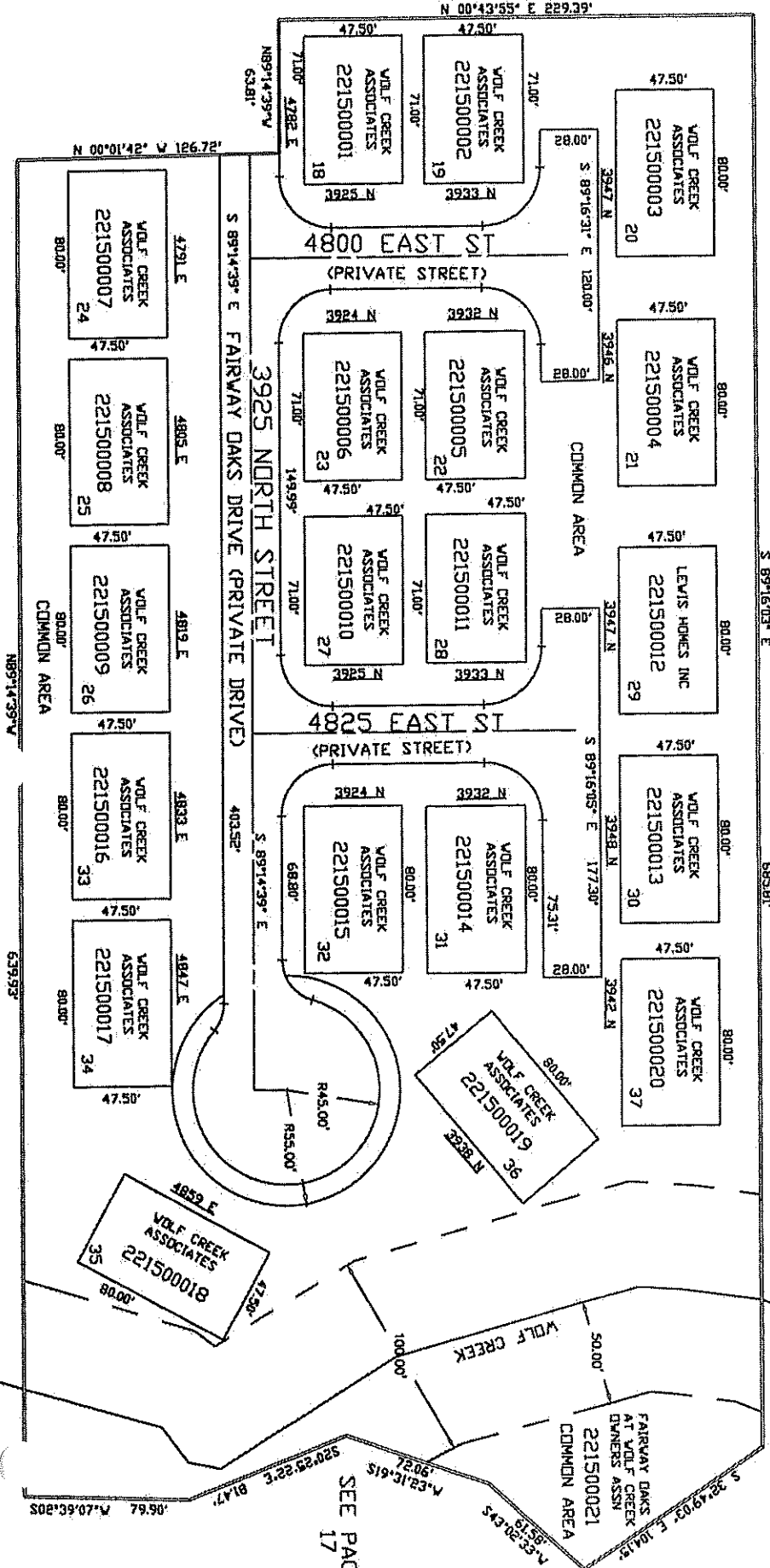
P O BOX 658
EDEN UT 84310

22-150-0012
LEWIS HOMES INC

P O BOX 660
EDEN UT 84310

SEE PAGE 137

SEE PAGE 17



SEE PAGE 17

SEE PAGE 17

MINUTES
WEBER COUNTY COMMISSION MEETING
Thursday, September 4, 1997 - 9:00 a.m.
Commission Chambers, Weber Center

Each Commission Meeting/Work Session is recorded on audio tape. The tape is available to the public through the County Clerk's Office.

Commissioners Present: Commissioner Bruce H. Anderson and Commissioner Glen H. Burton. Chair Joe H. Ritchie was excused. Commissioner Anderson was Acting Chair.

Others Present: Linda G. Lunceford, County Clerk/Auditor, David C. Wilson, County Deputy Attorney. Fátima Blackford, Administrative Assistant, County Clerk/Auditor's Office, took minutes.

The Pledge of Allegiance was conducted by Linda G. Lunceford and the thought of the day was offered by Commissioner Burton.

I. Public Meeting

- II. Commissioner Burton moved to adjourn the public meeting and convene a public hearing. Commissioner Anderson seconded, both voting aye.

Public Hearing to
Discuss LLEBG Block
Grant

A.K. Greenwood, County Sheriff's Office, gave an overview of the Local Law Enforcement Block Grant (LLEBG). Today's discussion is to approve the moving forward with the application process. There were no public comments.

- III. Commissioner Burton moved to adjourn the public hearing and reconvene the public meeting. Commissioner Anderson seconded, both voting aye.

Action on Public
Hearing --LLEBG Block
Grant

Commissioner Burton moved to go forward with the application process on the LLEBG Block Grant. Commissioner Anderson seconded, both voting aye.

Final Approval, Fairway
Oaks Phase #1 &
Acceptance of Financial
Guarantee

Troy Herold, County Planning, gave an overview of the request for final approval of Fairway Oaks Phase #1 subdivision plat and acceptance of the financial guarantee. The only issue raised for this development was the stream alteration. The application process had gone to the State Department of Natural Resources which had given preliminary approval a couple of weeks ago based upon revision being done of some of the plans. Mr. Herold stated that the petitioner's engineer has done this and resubmitted those plans. In speaking with Mr. Wells from the State

ASMG

Department of Natural Resources, Mr. Herold was told that he has reviewed the resubmitted drawings and approved them. Commissioner Burton moved to accept final approval of Fairway Oaks Phase #1 and acceptance of the financial guarantee of \$139,429.80 (which includes the 10% contingency) subject to petitioner meeting the State Department of Natural Resources' requirements and receiving written approval from the State on the stream alteration. Commissioner Anderson seconded, both voting aye.

Minutes,
August 26, 1997

Commissioner Burton moved to approve the minutes for the work session held August 26, 1997. Commissioner Anderson seconded, both voting aye.

Minutes,
August 28, 1997

Commissioner Burton moved to approve the minutes from the meeting held August 28, 1997. Commissioner Anderson seconded, both voting aye.

IV. Commissioner Burton moved to recess the commission meeting until today at 3:00 p.m. Commissioner Anderson seconded, both voting aye.

Resolution Authorizing
Issuance & Sale of Tax
& Revenue Anticipation
Notes, Series 1997B &
Related Matters
Resolution 25-97

Kelly Murdock, First Security Bank, County Financial Advisor, gave an overview of the successful sale of this \$3,700,000 note. Blake Wade, Ballard Spahr Andrews & Ingersoll, County Bond Counsel, presented the resolution and related documents, giving a brief overview as well.

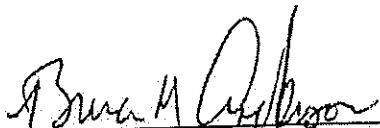
Commissioner Burton moved to adopt Resolution 25-97, authorizing the issuance and sale of Weber County, Utah, Tax and Revenue Anticipation Notes, Series 1997B and related matters. Commissioner Anderson seconded.

ROLL CALL VOTE


Commissioner Burton aye
Commissioner Anderson aye

Adjournment

Commissioner Burton moved to adjourn at 3:17 p.m. Commissioner Anderson seconded, all voting aye.



JOE H. RITCHIE BRUCE H. ANDERSON ACTING
WEBER COUNTY COMMISSIONER CHAIR



LINDA G. LUNCEFORD
WEBER COUNTY CLERK/AUDITOR

Resolution 21-97
Contract C97-51

Commissioner Anderson moved to adopt Resolution 21-97, approving Contract C97-51, Interlocal Agreement for Surveyor and Mapping Services with North Ogden City. Commissioner Burton seconded, all voting aye.

ROLL CALL VOTE

Commissioner Anderson aye
Commissioner Burton aye
Chair Ritchie aye

Notice to Proceed on
Flower Shop

Richard Badger, County Operations, and the Commission outlined the Notice to Proceed on the former ZCMI Flower Shop, addressing the budget for this item. County Operations will be moving to this space. This process was done by bid. Commissioner Anderson moved to approve the Notice to Proceed on the former ZCMI Flower Shop and to award the bid to Summit Construction, Inc. to complete that work. Commissioner Burton seconded, all voting aye.

Appointment to Fill
Vacancy on Hooper
Planning District

Commissioner Burton moved to appoint Richard H. Noyes to the Hooper Planning District to fill the vacancy due to a resignation. Commissioner Anderson seconded, all voting aye.

II. Commissioner Anderson moved to adjourn the public meeting and convene a public hearing. Commissioner Burton seconded, all voting aye.

Public Hearing on
Approval of Fairway
Oaks PRUD

Troy Herold, County Planning, gave an overview of this item, indicating the location of the property on the map and stating that the petitioner, Wolf Creek Associates, is proposing a 37-unit PRUD. He said that this PRUD matches up with Wolf Creek's master plan as well as their overall development of that project. Most of the concerns on this item have been Engineering related and most have been addressed. Two of those concerns that still need to be addressed are a potential flood plain study and the relocation of a stream which he pointed out. The County Planning District unanimously recommended approval, but restricting the lots along the stream subject to a final clearance being received from the U.S. Army Corps of Engineers. Mr. Herold stated that his office has a letter from Patio Springs Home Owners Association giving permission to use the common area as part of the detention basin. He further indicated that County Planning also has the application from the Utah State Engineers Office that has been processed and which will allow the developer, Wolf Creek, to keep the Commission informed on what they are doing on this project. Mr. Herold gave an overview of other building phases. Discussion ensued regarding road grades (in

connection with school buses being able to go into this area), the water system capacity, and entry points. Lowell Peterson, one of the owners of Wolf Creek, addressed the long range plan for Wolf Creek and the water issue, stating that they are designing a second storage reservoir. He also stated that the road is not steep and can see no reason why school buses don't go in there. There were no other public comments.

III. Commissioner Burton moved to adjourn the public hearing and reconvene the public meeting. Commissioner Anderson seconded, all voting aye.

Action on Public
Hearing - Fairway Oaks
PRUD

Commissioner Anderson moved to issue final approval for the Fairway Oaks PRUD by Wolf Creek Associates at 4000 N. 4900 E. but to restrict the lots along the stream until final clearance is received from the U.S. Army Corps of Engineers on relocating the stream. Commissioner Burton seconded, all voting aye.

Minutes,
July 1, 1997


Commissioner Anderson moved to approve the minutes for the meeting held July 1, 1997. Commissioner Burton seconded, all voting aye.

Adjournment

Commissioner Burton moved to adjourn the regular meeting at 6:05 p.m. Commissioner Anderson seconded, all voting aye.



JOE H. RITCHIE
WEBER COUNTY COMMISSION CHAIR



LINDA G. LUNCEFORD
WEBER COUNTY CLERK/AUDITOR

1492804

**WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT**

DOUG CROFTS
WEBER COUNTY RECORDER
DEPUTY *MB* *W. Fera*
1997 SEP 12 P 4: 55

FILED AND RECORDED FOR
Weber County Planning
Lewis Homes, Inc.

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are *Lewis Homes, Inc.* ("the Developer") and Weber County Corp. ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that final subdivision plat approval is granted by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as *FAIRWAY OAKS Phase #1* (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County's Subdivision Ordinance 6-85 as amended;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with the County on or prior to the effective date, a bond with corporate surety, an irrevocable letter of credit or deposit in Escrow in the amount of \$ 139,427.⁸⁰. The bond, letter of credit or escrow hereinafter referred to as ("Letter of Credit") will be issued by BANK OF UTAH Bank (or other financial institution approved by the County) to be known as ("Bank"), will be payable at sight to the County and will bear an expiration date not earlier than two years after the Effective Date of this Agreement. The letter of credit will be payable to the County at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the amount to which the County is entitled to draw pursuant to the terms of this Agreement; or (ii) an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement; and (iii) the original of the letter of credit. A letter of credit will be substantially similar to Exhibit C attached hereto and incorporated herein by this reference.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications adopted by Weber County August 1982, as incorporated herein by this reference.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within two years from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within 7 days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Letter of Credit on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Weber County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).
13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Letter of Credit on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the amount which the County is entitled to draw on the Letter of Credit may be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Letter of Credit to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the County for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Letter of Credit only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
 - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Letter of Credit to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Letter of Credit to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Letter of Credit.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.
22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

- 27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Letter of Credit if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.
- 29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer (Attn) Lewis Homes, INC.
 (Address) P.O. BOX 654
EDEN, UT 84310

if to County: Attn: County Engineer
 Weber Center
 2380 Washington Blvd.
 Ogden, UT 84401

- 30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk and Recorder's Office of Weber County, Utah.
- 31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Letter of Credit will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state of federal.

Dated this 2 day of September, 1997

[Signature]
Developer, President Lewis Homes, Inc.

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)
) ss
County of Weber)

On the _____ day of _____ A.D. 19__

personally appeared before me _____

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

Residing at: _____, Utah

APPROVED AS TO FORM:

[Signature]
Weber County Attorney

CORPORATE ACKNOWLEDGEMENT

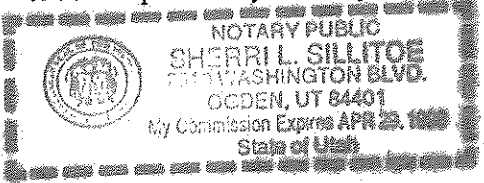
State of Utah)
)
County of Weber)

On the 2

day of September A.D. 1997

personally appeared before me John Lewis duly sworn, did say that he/she
is the President of Lewis Homes Inc of Eden

Utah, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf
of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.



Sherril L. Sillitoe
Notary Public
Residing at: Deber County

Bruce H. Anderson
Chairperson, Weber County Commission

Date 9-12-97

ATTEST:

by Fátima M. Blackford
Weber County Clerk Admin Assistant

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

FAIRWAY Oaks at Wolf Creek
Phase #1

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

SEE EXHIBIT B

EXHIBIT C: FINANCIAL GUARANTEE

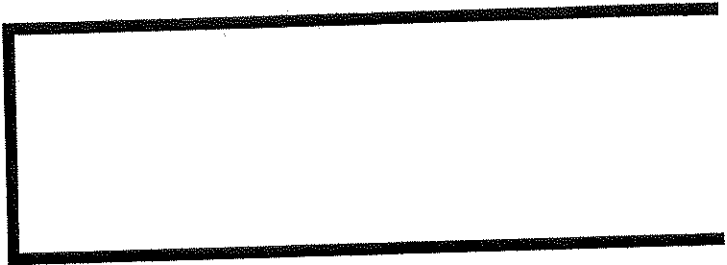
SEE EXHIBIT C



CONSTRUCTION BID BY:		PHASE 1				
(FAIRWAY OAKS PHASE XLS)						COST ESTIMATE
FOR: FAIRWAY OAKS AT WOLF CREEK PHASE 1 IMPROVEMENTS - 17 TOTAL LOTS						
ITEM NO.	DESCRIPTION	QUANT	UNIT	PRICE	UNIT PRICE	TOTAL AMOUNT
1	8" . ASTM D3034 PVC SEWER LINE	709	LF	\$12.00		\$8,508.00
2	4" SERVICE LATERAL LINES AND CONN.	17	LOT	\$325.00		\$5,525.00
3	4' MANHOLE COMPLETE	1	EA	\$1,400.00		\$1,400.00
4	6' MANHOLE COMPLETE	1	EA	\$1,700.00		\$1,700.00
5	CONNECT TO EXISTING 8" SEWER LINE	1	EA	\$150.00		\$150.00
6	CONNECT TO EXISTING 8" PVC WATERLINE	1	EA	\$300.00		\$300.00
7	8" DIP CLASS 360	980	LF	\$14.25		\$13,965.00
8	FH. AWWA C-502, MUELLER, A-423, CENTUR	1	EA	\$1,800.00		\$1,800.00
9	3/4" SERVICE CONNECT AND LATERALS	17	LOT	\$325.00		\$5,525.00
10	8" GATE VALVE COMPLETE WITH BOX	3	EA	\$650.00		\$2,750.00
11	8" TEE	2	EA	\$200.00		\$400.00
12	8" C -900 PVC CLASS 200 IRR LINE	810	LF	\$7.50		\$6,075.00
13	4" C -900 PVC CLASS 200 IRR LINE	160	LF	\$5.80		\$928.00
14	DOUBLE SERVICE CONNECTION	9	EA	\$385.00		\$3,465.00
15	SINGLE SERVICE CONNECTION	1	EA	\$315.00		\$315.00
16	8" IRR GATE VALVE COMPLETE WITH BOX	2	EA	\$400.00		\$800.00
17	4" IRR GATE VALVE COMPLETE WITH BOX	1	EA	\$325.00		\$325.00
18	8" IRRIGATION LINE PLUG	2	EA	\$350.00		\$700.00
19	4" IRRIGATION LINE PLUG	1	EA	\$300.00		\$300.00
20	6" X 4" TEE	1	EA	\$215.00		\$215.00
21	CONNECT TO EXISTING LINE IRR LINE	1	EA	\$250.00		\$250.00
22	ROADWAY GRADING EXCAVATION	60.00%	LS	\$2,700.00		\$1,620.00
23	FINE GRADING	4,262	SY	\$0.45		\$1,917.72
24	STORM CHANNEL RIP RAP	10	CY	\$30.00		\$300.00
25	RELOCATED STORM CHANN EXCAVATION	400	LF	\$2.00		\$800.00
26	24" CURB AND GUTTER	1,968	LF	\$7.25		\$14,268.84
27	4' CROSS GUTTER	60	LF	\$8.00		\$480.00
28	CATCH BASIN	2	EA	\$875.00		\$1,750.00
29	16" RCP, ASTM-C-76, CLASS III, STORM DR.	155	LF	\$16.25		\$2,535.00
30	DETENTION BASIN EARTH-WORK	1	LS	\$1,900.00		\$1,900.00
31	DETENTION BASIN CONTROL STRUCT	1	EA	\$600.00		\$600.00
32	BITUMINOUS PATCH	1	TON	\$35.00		\$35.00
33	3" BITUMINOUS SURFACE COURSE	4,262	SY	\$4.25		\$18,111.80
34	8" BASE COURSE	4,262	SY	\$3.35		\$14,278.38
35	TYPE "A" BITUMINOUS SEAL COAT	4,262	SY	\$0.80		\$3,409.28
36	SURVEY MONUMENTS	2	EA	\$250.00		\$500.00
37	STREET SIGNS	2	EA	\$260.00		\$520.00
38	STREET LIGHTS	2	EA	\$1,200.00		\$2,400.00
	CONTINGENCY 10%					\$12,079.80
	ENGINEERING/SURVEYING	17	LOTS	\$500.00		\$8,500.00
	TOTAL					\$44,377.80

12,902.53
139,427.80

ESCROW CERTIFICATE



TO WEBER COUNTY, UTAH:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$ 139,427.⁰⁰ which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "A" on the following described tracts of land in Weber County, Utah to wit:

FAIRWAY OAKS PHASE #1 Lots #1 - #17

In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in Exhibit "A" and as contemplated herein, then and in that event, subdivider/developer agrees to forthwith pay to Weber County all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said Weber County, Utah, and that if said improvements are not satisfactorily installed and completed according to Ordinance within one month short of two years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said Weber County, Utah for the sole purpose of making and/or completing all of said improvements, with said County to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the County to make and/or complete said improvements.

Escrow Certificate

It is understood that the County may, at its sole option, extend said period of two years for such completion of such improvements upon request of the Escrow Agent or the Subdivider, if the County Commission determines that such extension is proper.

It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the ordinances of Weber County, Utah.

DATED this 11 day of sept, 1997

BANK OF UTAH by Michael Fosmark
Escrow Agent

Michael Fosmark
Signature

Title: Sr. Vice Pres.

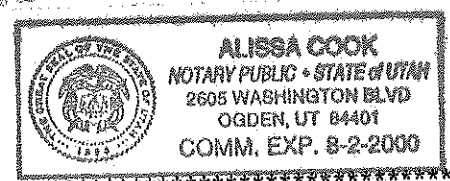
State of Utah)
 ss:
County of Weber)

On the 11th day of September, 1997 appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Alissa Cook

Notary Public
Residing at:



APPROVED AS TO FORM:

Mouette Huntado
Weber County Attorney

9/12/97
Date

Escrow Certificate

APPROVED:

Bruce M. Anderson
Acting Chairperson, Weber County Commission

Sept 12, 1997
Date

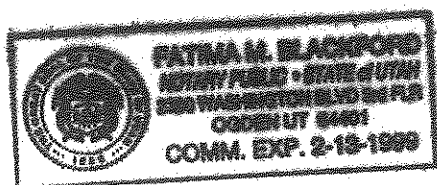
State of Utah)

ss:

County of Weber)

On the 12th day of September, 1997 appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Fatima M. Blackford
Notary Public
Residing at: *Ogden, UT*



State of Utah
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 DIVISION OF WATER QUALITY

Michael O. Leavitt
 Governor

288 North 1460 West
 P.O. Box 144870
 Salt Lake City, Utah 84114-4870
 (801) 538-6146 Voice
 (801) 538-6016 Fax
 (801) 536-4414 T.D.D.

Dianne R. Nielson, Ph.D.
 Executive Director

Don A. Ostler, P.E.
 Director

Water Quality Board
 Leroy H. Wullstein, Ph.D.
 Chairman

Lynn F. Pett
 Vice Chairman

Robert G. Adams
 R. Rex Ausburn, P.E.

Nan Bunker

Leonard Ferguson

Dianne R. Nielson, Ph.D.

K.C. Shaw, P.E.

Ronald C. Sims, Ph.D.

J. Ann Wechsler

William R. Williams

Don A. Ostler, P.E.
 Executive Secretary

August 17, 1997

RECEIVED

AUG 20 1997

WEBER COUNTY
 PLANNING

Mr. Jim Gentry
 Weber County Planning Commission
 2380 Washington Blvd.
 Ogden, Utah 84401

Dear Mr. Gentry:

Subject: Treatment Capacity of Wolf Creek's aerated lagoons

In the past, we have determined available number of connections by dividing the difference between the design capacity and the current rate of flow in gallons per day, by 400 gallons per day per connection.

Wolf Creek's aerated lagoon is designed to treat 107,500 gallons per day of wastewater. When this lagoon begins to receive more than 86,000 gallons per day [80 per cent of the design capacity], then Wolf Creek should design and begin construction for additional capacity. Therefore, you may take the approach shown in this letter to estimate number of available connections after receiving current wastewater flow data from Wolf Creek. Wolf Creek's sewage collection system experiences a high rate of infiltration/inflow which reduces available capacity for connections. Wolf Creek should aggressively make efforts to eliminate extraneous flows to the system, and recover additional capacity to infiltration/inflows.

If I can be of future assistance, please contact me.

Sincerely,

Lyle W. Stott, P.E.
 Design Evaluation Section

cc Blaine Wade - Wolf Creek Sewer Improvement District

KLB:LWS:

LAWQLENG_WQ\LSTOTT\WFWOLF\FCAP.LT
 17:27:0856-08/17/97KLB
 FILE:WOLF\CRBK





Post-It® Fax Note 7671		Date 8/27/97	# of pages 2
To Troy H.		From Ken G.	
Co./Dept.		Co.	
Phone #		Phone #	
Fax # 779-8862		Fax #	

MEMORANDUM

To: Weber County Planning Commission (Troy Harold)

From: Ken Gardner, P.E., L.S. *[Signature]*

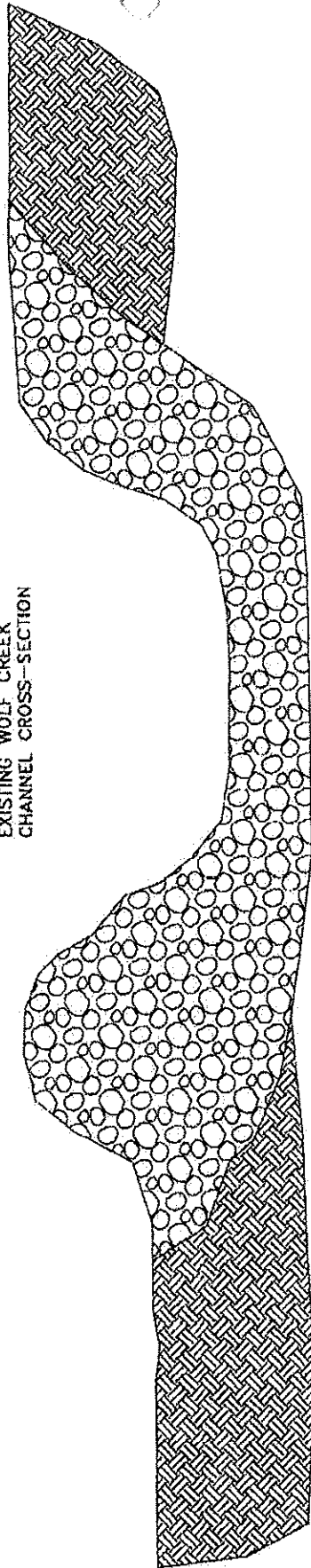
RE: FAIRWAY OAKS AT WOLF CREEK PRUD - WOLF CREEK BANK STABILIZATION

Date: August 27, 1997

We propose to modify the north bank of Wolf Creek for approximately 200 feet through the Fairway Oaks at Wolf Creek PRUD to assure that the bank is not overtopped during a 100 year flood event. The current embankment is high enough, but should be widened in accordance with the enclosed drawing. The embankment will be constructed with on-site granular material and the covered with top soil for planting.

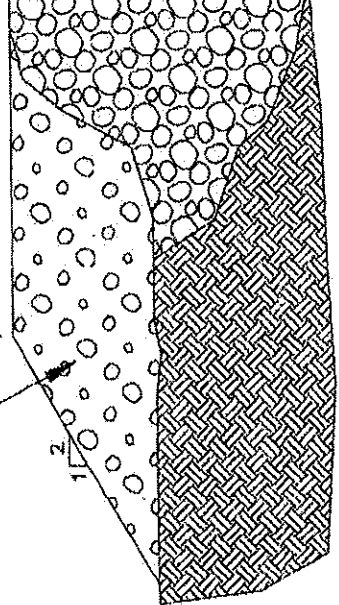
fairway3.doc

EXISTING WOLF CREEK
CHANNEL CROSS-SECTION



EXISTING WOLF CREEK
CHANNEL CROSS-SECTION

PROPOSED MODIFICATION OF
STREAM BANK




1/2
1/2



MEMORANDUM

To: Weber County Planning Commission

From: Ken Gardner, P.E., L.S. – Morgan City Engineer 

**RE: FAIRWAY OAKS AT WOLF CREEK PRUD – STREAM ALTERATION
RECOMMENDATION**

Date: August 25, 1997

The flood channel associated with the Fairway Oaks at Wolf Creek PRUD originates from the main Wolf Creek channel near the Cul-de-sac at the end of Aspen Lane (see enclosed drawings). The main flood channel is a natural channel originally split from the main Wolf Creek channel. It appears that the flood channel was physically altered at the diversion point to maintain all flow in the main Wolf Creek channel. The flood channel is now feed from a 3' wide hand dug trench off of the main Wolf Creek channel. Existing evidence suggests that the flow to the flood channel has been controlled by use of diversion boards and canvas.

We recommend that the Wolf Creek channel be altered with the addition of a 2' diameter boulder weir wall that will control the depth of water behind the weir and thereby control the diversion of water into the flood channel. We are interested in your comments and concurrence.

wolfcreek1.doc

cc. Jim Wells, Division of Water Rights



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RIGHTS

September 8, 1997

Michael O. Leavitt
Governor
1594 West North Temple, Suite 220
Box 146300
Salt Lake City, Utah 84114-6300
801-538-7240
801-538-7467 (Fax)

John Lewis Homes
c/o Ken Gardner
5150 Washington Blvd.
Ogden, UT 84405

RECEIVED

SEP 10 1997

WEBER COUNTY
PLANNING

RE: Stream Channel Alteration Application #97-35-45SA, temporary crossing of the west branch of Wolf Creek, and approval of proposed channel design for realignment of the west branch of Wolf Creek.

Dear Mr. Lewis:

As you recall, I met with you on August 13, 1997, in response to a complaint received by this office regarding stream work on the west branch of Wolf Creek.

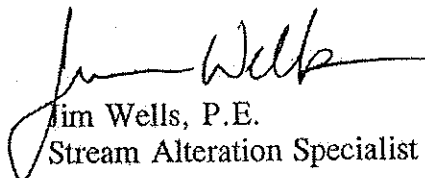
At that time I photographed the access road that had been placed through the channel at two sites. It had rained heavily the day before, yet the channel gave no evidence of having conducted any flow. Based upon this, I gave verbal permission for this access road to be retained as part of your approved permit, with the condition that temporary culverts be installed if flow occurred in the channel.

The new channel design submitted by Ken Gardner is acceptable to this office, provided the revegetation includes seeding with the grass and forb species listed on the attached "revegetation prescription", together with the nursery stock described on the submitted plans. Reseeding must occur over the entire drainage easement shown on your submitted plans. Compliance with these plans are hereby incorporated as a condition for approval of this permit. Dennis Richardson of the Weber County Engineer's office has also approved these plans as they relate to Weber County's flood control and maintenance responsibilities.


Additionally, you will find enclosed an application for a permit to construct the detention pond indicated on the plans. This application will need to be completed and submitted to this office for review and approval prior to any water storage occurring in the pond.

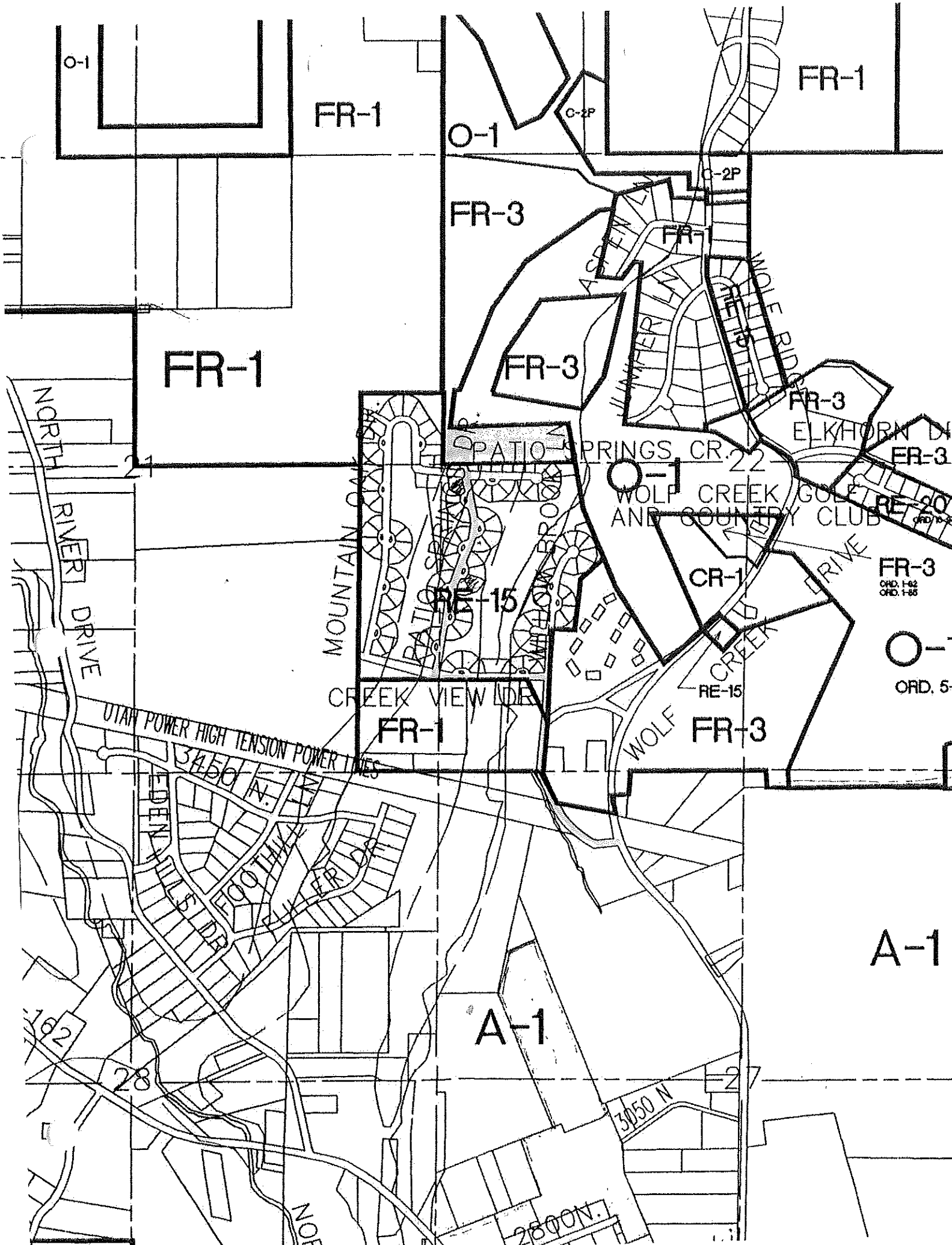
Should you have any additional questions, feel free to contact me at (801-538-7374).

Sincerely,


Jim Wells, P.E.
Stream Alteration Specialist

JW/jm

cc: Lesley McWhirter - Corps of Engineers
 Ma Francis - Weber County Council
Harold - Weber County Planning
Dennis Richardson - Weber County Engineering



O-1

FR-1

FR-1

O-1

C-2P

FR-3

C-2P

FR-1

FR-3

FR-1

FR-3

NORTH RIVER DRIVE

MOUNTAIN CANYON DRIVE

SPATIO SPRINGS, CR. 22

WOLF CREEK GOLF AND COUNTRY CLUB

FR-3
ORD. 1-82
ORD. 1-88

CR-15

CR-1

O-1
ORD. 5-

CREEK VIEW DRIVE

FR-1

FR-3

UTAH POWER HIGH TENSION POWER LINES
3450 N.

EDEN HILLS DRIVE

3450 N.

3450 N.

3450 N.

A-1

A-1

3050 N.

2800 N.

28

2

22-015-0027
SECURITY TITLE CO OF OGDEN

% FIRST AMERICAN TITLE CO
26TH ST
EDEN UT 84401

22-018-0014
SATTERTHWAITE, BRENT H &
DOROTHY T SATTERTHWAITE TR

4009 N JUNIPER RD
EDEN UT 84310

22-057-0004
BRODSTEIN, ROBERT S &
GERALDINE A BRODSTEIN

3343 BAKER DR
OGDEN UT 84403

22-057-0007
INGLET, MELVIN L & WF
JUDY KAUFFMAN

4454 GREENBRIER RD
LOMPOC CA 93436

22-057-0010
WITKOWSKI, NICK & WF
NANCY J WITKOWSKI

4752 E 3900 N
EDEN UT 84310

22-057-0013
JOHNSON, ELEANOR ETAL

4773 E 3900 N
EDEN UT 84310

22-057-0016
T.V. SPECIALIST EMPLOYEES
PROFIT SHARING PLAN
% KENNETH W BOLLINGER
1452 S 20TH E
SALT LAKE CITY UT 84108

22-058-0003
MARVA INVESTMENT COMPANY

4760 S STATE ST
MURRAY UT 84107

22-058-0006
HOLMSTROM, VICTOR L &
THELMA L HOLMSTROM

P O BOX 868
EDEN UT 84310

22-058-0014
LAMP, MAX D &
EDNA B LAMP TRUSTEES

1316 E 2025 S
OGDEN UT 84401

22-017-0001
WOLF CREEK ASSOCIATES

% BLAINE WADE
296 E 3250 N
OGDEN UT 84414

22-057-0001
WISCOMBE, ALLAN R & WF
ELIZABETH J WISCOMBE

4797 E 3900 N
EDEN UT 84310

22-057-0005
FRALEY, ROBERT T TRUSTEE

3403 N 2175 E
LAYTON UT 84041

22-057-0008
DAUGAARD, CHRISTIAN F & WF
REBECCA L DAUGAARD

4790 E 3900 N
EDEN UT 84310

22-057-0011
BATEMAN, JOHN M &
GAYLE BATEMAN

11040 CHICKADEE DR
BOISE ID 83709

22-057-0014
GLEAVES, KEVIN M

% MAMIE CLEAVES
620 S 8TH
LARAMIE WY 82070

22-058-0001
J KELLY GODDARD FAMILY
PARTNERSHIP

3500 SOUTH MAIN ST
SALT LAKE CITY UT 84115

22-058-0004
POWELL, DALE R & WF
BEVERLY S POWELL

3930 N 4650 E
EDEN UT 84310

22-058-0008
ASHWORTH, BRENT F &
CHARLENE M ASHWORTH

1965 N 1400 E
PROVO UT 84604

22-058-0015
LIERD, BLAIR & WF
BRANDI W LIERD

4671 E 3900 N
EDEN UT 84310

22-018-0011
WALKER, JOHN & WF
KATHY WALKER

2009 N 150 E
CENTERVILLE UT 84014

22-057-0003
REILLY, JAMES C &
RON REILLY

2537 N 3750 E
EDEN UT 84310

22-057-0006
ALLEN, KENNETH M & WF
CINDY M ALLEN

P O BOX 559
EDEN UT 84310

22-057-0009
WAITE, GARY C &
PATRICIA WAITE

9316 EAGLE RIDGE DR
LAS VEGAS NV 89134

22-057-0012
ELENBAAS, DENNIS J

P O BOX 687
EDEN UT 84310

22-057-0015
PETERSON, CORY L

P O BOX 313
EDEN UT 84310

22-058-0002
WHITE, J BRAD & WF
KIM R WHITE

3950 N 4650 E
EDEN UT 84310

22-058-0005
GROSGBAUER, JON ALLAN &
KIMERLY JANE GROSGBAUER

P O BOX 1077
EDEN UT 84310

22-058-0009
PERKINS, THOMAS F &
DEANNA S MORGAN

3951 N 4600 E
EDEN UT 84310

22-058-0016
PATIO SPRINGS HOME OWNERS
ASSOCIATION--WEST
% RANDY LAUB
3900 N WOLF CREEK DR
EDEN UT 84310



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RIGHTS

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
Robert L. Morgan
State Engineer

1594 West North Temple, Suite 220
Box 146300
Salt Lake City, Utah 84114-6300
801-538-7240
801-538-7467 (Fax)

August 8, 1997

Ken Gardner
5150 Washington Blvd.
Ogden, UT 84405

RE: Stream Channel Alteration Permit Number 97-35-45SA to re-align a flood channel of Wolf Creek near Eden in Weber County.
EXPIRATION DATE: August 8, 1998

Your application to Alter a Natural Stream Channel Number 97-35-45SA is hereby approved pursuant to the requirements of Section 73-3-29 of the Utah Code Annotated, 1953. This approval also constitutes compliance with Section 404 (e) of the Clean Water Act (33 USC 1344) pursuant to General Permit 040 issued to the State of Utah by the U.S. Army Corps of Engineers on October 15, 1987.

Work performed under this permit is subject to the following conditions:

1. The expiration date of this approved application is August 8, 1998. The expiration date may be extended, at the State Engineer's discretion, by submitting a written request outlining the need for the extension and the reasons for the delay in completing the proposed stream alteration.
2. A copy of this approved permit must be kept on-site at any time the work under this approved permit is in progress.
3. The plan view depicts undesirable, sharp angles and linear reaches for the proposed channel alignment. These sharp angles must be replaced with gentler meander bends. Lot geometries may need modification to accommodate these bends. Within the straight reaches depicted, the low flow channel must be meandered from side to side. These required modifications will help assure channel stability and decrease the gradient. A step-pool channel design should be adopted, given the gradients indicated. Information on design considerations for this stream type is enclosed.
4. This office will require that a final set of plans depicting these required amendments, together with the revegetation plan, be submitted to this office for review and approval prior to channel work commencing.



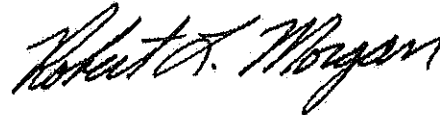
5. Work must be accomplished during a period of low flow. Sediment introduced into stream flows during construction must be controlled to prevent increases in turbidity downstream. This can be accomplished either by diverting flows away from the construction area or by constructing sediment control structures.
6. Disturbed riparian areas must be planted with naturally-occurring vegetation. Plantings shall be protected from grazing animals by fencing. If beaver or other rodent damage should occur, other methods, such as metal collars placed around the trees, must be included.
7. Riprap must consist of only clean, properly sized, angular rock. Riprap must be keyed deeply into the stream bed to prevent undercutting. A filter shall be placed behind riprap if necessary (i.e. if soils are fine grained, non-cohesive, and/or erodible). Demolition debris or refuse will not be allowed, nor material such as bricks, concrete, asphaltic material [either natural (tar sand, oil shale, etc.) or man made].
8. Excavated material and construction debris may not be wasted in any stream channel or placed in flowing waters, this will include material such as grease, oil, joint coating, or any other possible pollutant. Excess materials must be wasted at an upland site well away from any channel. Construction materials, bedding material, excavated material, etc. may not be stockpiled in riparian or channel areas.
9. Within 30 days after the completion of this project, the State Engineer's office must be contacted for a compliance inspection. Failure to provide such notification would invalidate U.S. Army Corps of Engineers General Permit 040, thereby placing the applicant in violation of Section 404 of the Clean Water Act.

This Decision is subject to the provisions of Rule R655-6 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953 as amended, which provide for filing either a Request for Reconsideration with the State Engineer, or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer with 20 days of the date of this decision. However, a Request for Reconsideration is not a prerequisite for a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Page 3
97-35-45SA
August 8, 1997

If you have any questions, or need further clarification, please feel free to contact Jim Wells at 538-7374.

Sincerely,



Robert L. Morgan, P.E.
State Engineer

RLM/jw/jm

Enclosures

pc: Mike Schwinn - Corps of Engineers
Bob Mairley - EPA
Field Supervisor - U. S. Fish & Wildlife
Jim Dykmann - State History
Carolyn Wright - State Planning
John Mann - Regional Engineer
Jerry Wiechman - Regional Wildlife Habitat Manager
Bill Bradwisch - Aquatic Habitat Coordinator

JOINT PERMIT APPLICATION FORM

U. S. ARMY CORPS OF ENGINEERS - FOR SECTIONS 404 AND 10
UTAH STATE ENGINEER'S OFFICE - FOR NATURAL STREAM CHANNELS

Application Number _____ / _____
(Assigned by: _____ Corps _____ State Engineer _____)

Applicant's Name (Last, First M.I.) John Lewis Homes, Inc.	Authorized Agent Ken Gardner	Telephone Number and Area Code 801-476-0202
---	---------------------------------	--

Applicant's Address (Street, RFD, Box Number, City, State, Zip)
5150 Washington Blvd., Ogden, Utah 84405 (Gardner Engineering)

PROJECT LOCATION

Quarter Section(s) NW 1/4	Section 22	Township 7N	Range 1E	Base & Meridian SLB & M
County Weber	Watercourse to be altered Wolf Creek side ch.	Check one: <input type="checkbox"/> Within city limits <input checked="" type="checkbox"/> Outside city limits List town or nearest town: Eden		

Project location or address:
3900 N 4700 W.

Brief description of project: (See enclosed map) Re-channel existing flood channel. Flows approximately 30 days each spring. Flood channel is now somewhat "braided" and out of a defined channel.

Purpose (justification) of project:
Re-channeling stream will permit property development as indicated on enclosed map.

Is this a single and complete project or is it part of a larger project, continuing project, or other related activities? If so, please describe the larger project or other related activities.
N/A

If project includes the discharge of dredged or fill material:

Cubic yards of material: Excavate approximately 100 CY to construct channel. All material to remain on site.

Acreage or square footage of waters of the United States, including wetlands, affected by the project:
0.07 Acres

Source and type of fill material:
Stream bed (above rocks)

Alternatives (other ways to accomplish the project purpose):

Names and addresses of adjacent property owners or other individuals who may be affected by this project:

Patio Springs home owners association has endorsed project including use of a proposed detention basin in their common area. (See enclosed letter)

List other authorizations required by Federal, state or local governments (i.e., National Flood Insurance Program), and the status of those authorizations.

Estimated starting date of project

August 1, 1997

Estimated completion date

October 31, 1997

(If project has already been partially or totally completed, indicate date of work. Indicate existing work on drawings).

Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in the application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities or am acting as the duly authorized agent of the applicant.

Signature of applicant

Date

John Lewis

7-7-97

I hereby certify that Ken Gardner *Eighty* is acting as my agent for this project.

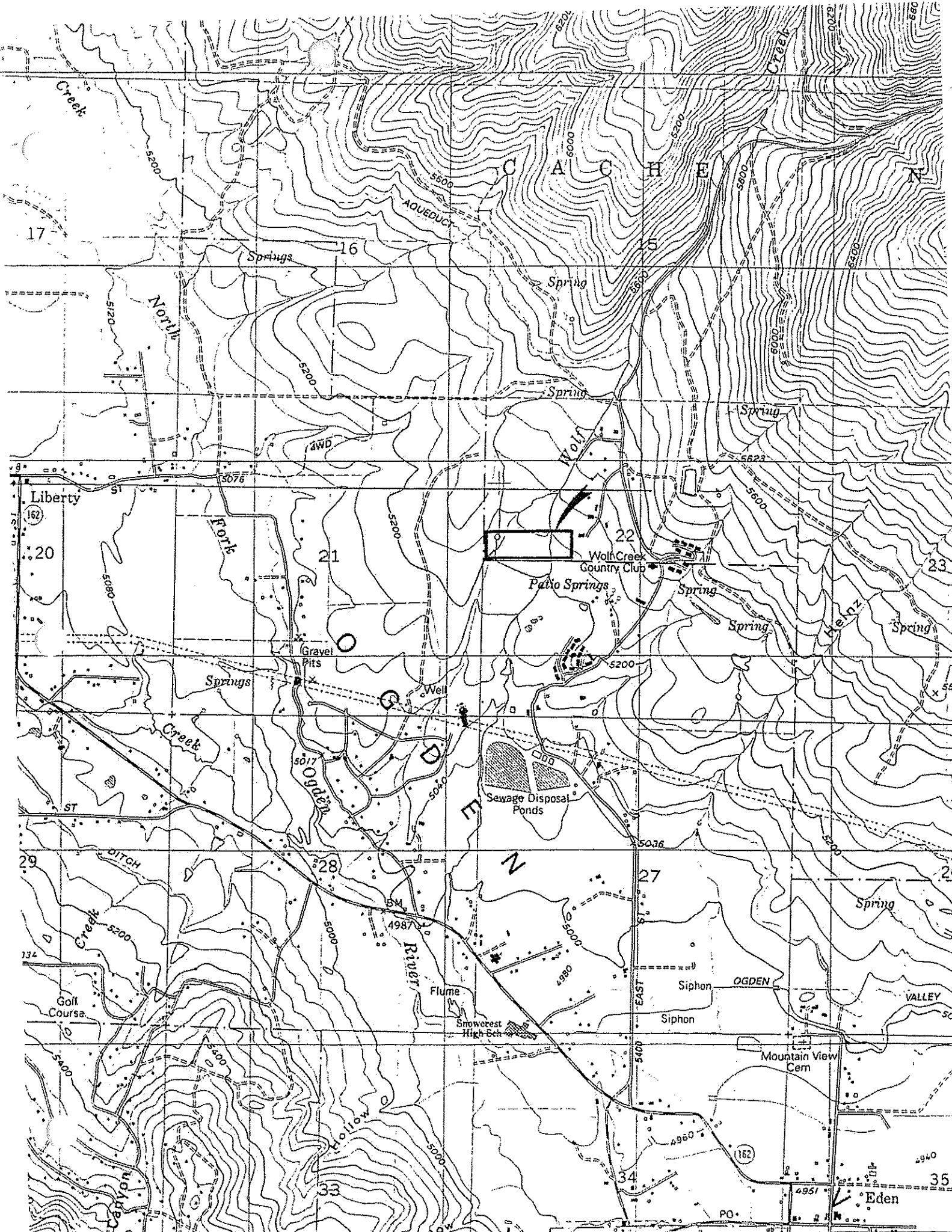
Agent's address and telephone number

INSTRUCTIONS

Applications which do not include the following will not be processed.

For a complete application, you **MUST** include the following on 8 1/2 by 11 paper (for large projects, multiple sheets with a key may be used). Clear, hand-drawn plans approximately to scale are acceptable.

1. An accurate location map (USGS quadrangle map preferred)
2. A plan view of the proposed activity (as seen from above) including dimensions of work.
3. A cross-section view of the proposed activity (may use typical cross-section for large projects) including dimensions.
4. For projects which include wetlands, an accurate wetland delineation must be prepared in accordance with the current method required by the Corps.





Client: JOHN LENTIS
 Calculated by: JPL Date: 7/2/97
 Checked by: _____ Date: _____
 Scale: _____

Project: FAIRWAY OAKS @
WOOLF CR. No. _____
 Detail: _____
 Sheet: 1 of _____

1. OPEN CHANNEL FLOW - WOOLF CREEK O.F. FLOW
 FLOOD CHANNEL DESIGN

A. DESIGN FLOW - BASED UPON HIGH WATER MARKS ON EXISTING CONCRETE CROSSING 5900 NORTH STREET (SEE CHART 2)

DESIGN Q = 6 CFS

B. USE 18" ROAD CROSSING FLOWING 90% FULL @ INLET

C. RE-CHANNELIZATION DESIGN

$Q = 6 \text{ CFS}$, DESIRED AREA = $6/4 = 1.5$

$S = 5.5\%$

$n = 0.030$

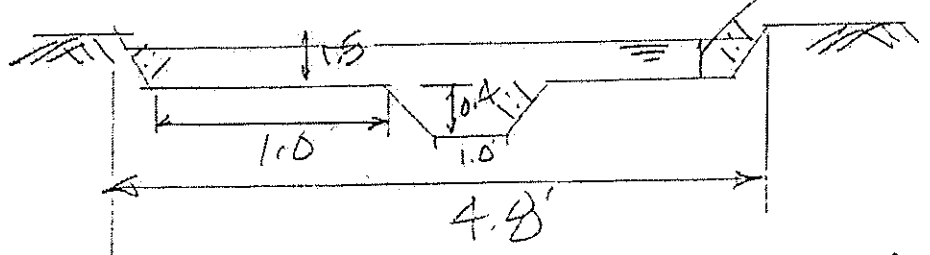
DESIGN VELOCITY = 4.0 TO AVOID EXCESSIVE SCAUR

$V = \frac{1.49}{n} R^{2/3} S^{1/2}$

$4.0 = \frac{1.49}{0.03} (R^{2/3} / 0.055)^{1/2}$

$R^{2/3} = 0.3434$

TRIAL CROSS SECTION



$A = 0.96$
 $D = 4.41$

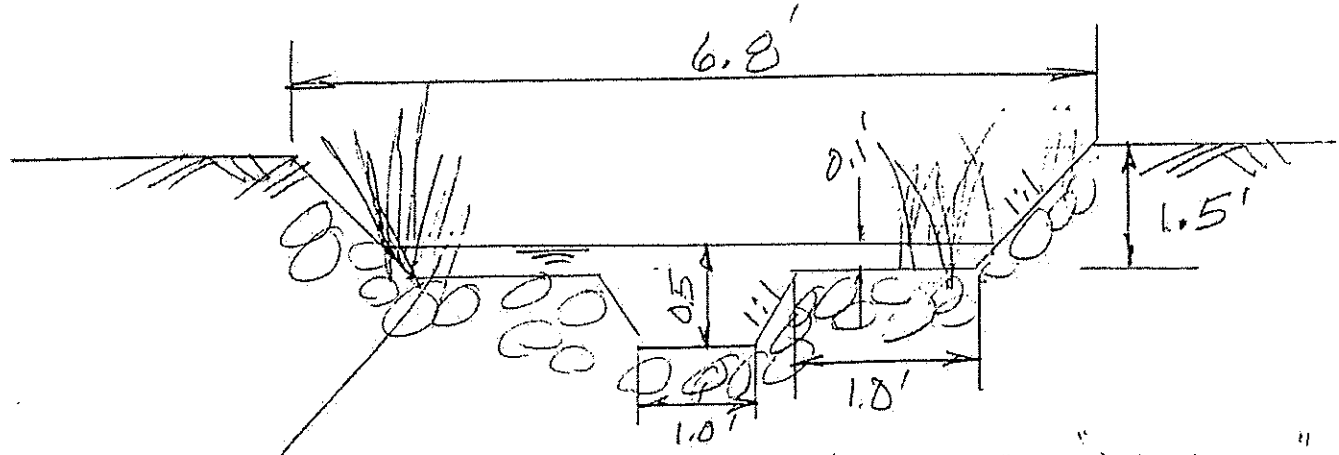
$R = 0.2177$
 $R^{2/3} = 0.3619 \approx 0.34$



Client: _____
Calculated by: _____ Date: _____
Checked by: _____ Date: _____
Scale: _____

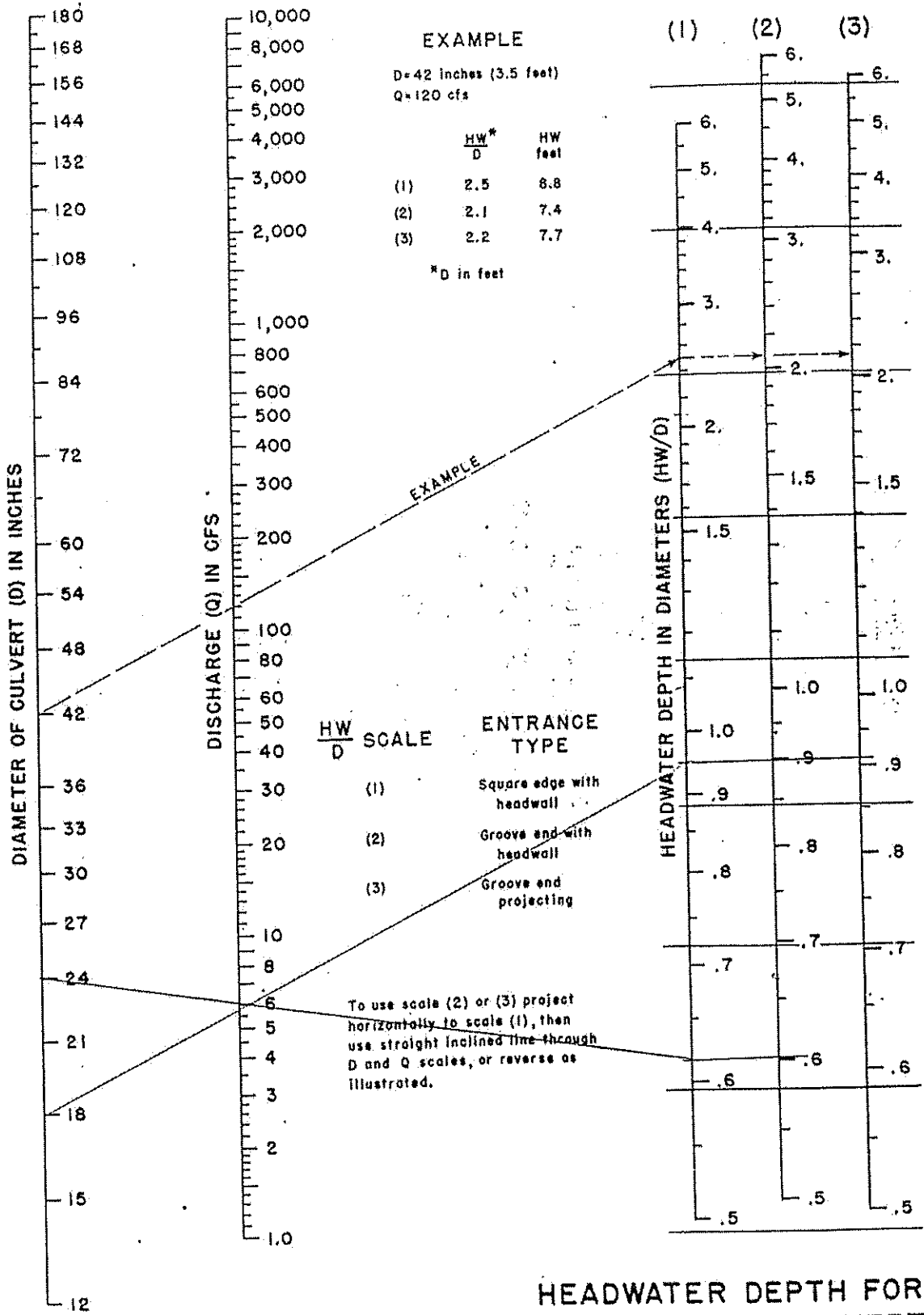
Project: _____
No. _____
Detail: _____
Sheet: 2 of _____

D. REPOSED CHANNEL DESIGN



CHANNEL VEGETATION TO BE "DOGWOOD",
"WILLOW" AND "COTON WOOD" PLANTINGS
FROM NURSERY STOCK

CHART 2



EXAMPLE

D = 42 inches (3.5 feet)
Q = 120 cfs

	$\frac{HW^*}{D}$	HW feet
(1)	2.5	8.8
(2)	2.1	7.4
(3)	2.2	7.7

*D in feet

$\frac{HW}{D}$ SCALE

ENTRANCE TYPE

- (1) Square edge with headwall
- (2) Groove end with headwall
- (3) Groove end projecting

To use scale (2) or (3) project horizontally to scale (1), then use straight inclined line through D and Q scales, or reverse as illustrated.

HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

HEADWATER SCALES 2 & 3
REVISED MAY 1964

Appendix A.—TABLES

Table I.—Manning roughness coefficients, n ¹

	Manning's n range ¹		Manning's n range ¹
I. Closed conduits:		IV. Highway channels and swales with maintained vegetation^{1,2} (values shown are for velocities of 2 and 6 f.p.s.):	
A. Concrete pipe.....	0.011-0.013	A. Depth of flow up to 0.7 foot:	
B. Corrugated-metal pipe or pipe-arch:		1. Bermudagrass, Kentucky bluegrass, buffalograss:	0.07-0.045
1. 24 by 14-in. corrugation (riveted pipe): ³		a. Mowed to 2 inches.....	0.09-0.05
a. Plain or fully coated.....	0.024	b. Length 4-6 inches.....	0.18-0.09
b. Paved invert (range values are for 25 and 50 percent of circumference paved):		2. Good stand, any grass:	0.30-0.15
(1) Flow full depth.....	0.021-0.018	a. Length about 12 inches.....	0.14-0.08
(2) Flow 0.8 depth.....	0.021-0.016	b. Length about 24 inches.....	0.25-0.13
(3) Flow 0.6 depth.....	0.019-0.013	B. Depth of flow 0.7-1.5 feet:	
2. 8 by 2-in. corrugation (field bolted).....	0.03	1. Bermudagrass, Kentucky bluegrass, buffalograss:	
C. Vitrified clay pipe.....	0.012-0.014	a. Mowed to 2 inches.....	0.05-0.035
D. Cast-iron pipe, uncoated.....	0.013	b. Length 4 to 6 inches.....	0.06-0.04
E. Steel pipe.....	0.009-0.011	2. Good stand, any grass:	0.12-0.07
F. Brick.....	0.014-0.017	a. Length about 12 inches.....	0.20-0.10
G. Monolithic concrete:		b. Length about 24 inches.....	0.10-0.06
1. Wood forms, rough.....	0.015-0.017	3. Fair stand, any grass:	0.17-0.09
2. Wood forms, smooth.....	0.012-0.014	a. Length about 12 inches.....	
3. Steel forms.....	0.012-0.013	b. Length about 24 inches.....	
H. Cemented rubble masonry walls:		V. Street and expressway gutters:	
1. Concrete floor and top.....	0.017-0.022	A. Concrete gutter, troweled finish.....	0.012
2. Natural floor.....	0.019-0.025	B. Asphalt pavement:	
I. Laminated treated wood.....	0.015-0.017	1. Smooth texture.....	0.013
J. Vitrified clay liner plates.....	0.015	2. Rough texture.....	0.016
II. Open channels, lined (straight alignment):³		C. Concrete gutter with asphalt pavement:	
A. Concrete, with surfaces as indicated:		1. Smooth.....	0.013
1. Formed, no finish.....	0.013-0.017	2. Rough.....	0.015
2. Trowel finish.....	0.012-0.014	D. Concrete pavement:	
3. Float finish.....	0.013-0.015	1. Float finish.....	0.014
4. Float finish, some gravel on bottom.....	0.015-0.017	2. Broom finish.....	0.016
5. Gunite, good section.....	0.018-0.019	E. For gutters with small slope, where sediment may accu- mulate, increase above values of n by.....	0.002
6. Gunite, wavy section.....	0.018-0.022	VI. Natural stream channels:¹	
B. Concrete, bottom float finished, sides as indicated:		A. Minor streams ⁴ (surface width at flood stage less than 100 ft.):	
1. Dressed stone in mortar.....	0.015-0.017	1. Fairly regular section:	
2. Random stone in mortar.....	0.017-0.020	a. Some grass and weeds, little or no brush.....	0.030-0.035
3. Cement rubble masonry.....	0.020-0.025	b. Dense growth of weeds, depth of flow materially greater than weed height.....	0.035-0.05
4. Cement rubble masonry, plastered.....	0.016-0.020	c. Some weeds, light brush on banks.....	0.035-0.05
5. Dry rubble (riprap).....	0.020-0.030	d. Some weeds, heavy brush on banks.....	0.05-0.07
C. Gravel bottom, sides as indicated:		e. Some weeds, dense willows on banks.....	0.06-0.08
1. Formed concrete.....	0.017-0.020	f. For trees within channel, with branches submerged at high stage, increase all above values by.....	0.01-0.02
2. Random stone in mortar.....	0.020-0.023	2. Irregular sections, with pools, slight channel meander; increase values given in 1a-e about.....	0.01-0.02
3. Dry rubble (riprap).....	0.025-0.033	3. Mountain streams, no vegetation in channel, banks usually steep, trees and brush along banks sub- merged at high stage:	
D. Brick.....	0.014-0.017	a. Bottom of gravel, cobbles, and few boulders.....	0.04-0.05
E. Asphalt:		b. Bottom of cobbles, with large boulders.....	0.05-0.07
1. Smooth.....	0.013	B. Flood plains (adjacent to natural streams):	
2. Rough.....	0.016	1. Pasture, no brush:	
F. Wood, planed, clean.....	0.011-0.013	a. Short grass.....	0.030-0.035
G. Concrete-lined excavated rock:		b. High grass.....	0.035-0.05
1. Good section.....	0.017-0.020	2. Cultivated areas:	
2. Irregular section.....	0.022-0.027	a. No crop.....	0.03-0.04
III. Open channels, excavated (straight alignment,¹ natural lining):		b. Mature row crops.....	0.035-0.045
A. Earth, uniform section:		c. Mature field crops.....	0.04-0.05
1. Clean, recently completed.....	0.016-0.018	3. Heavy weeds, scattered brush.....	0.05-0.07
2. Clean, after weathering.....	0.018-0.020	4. Light brush and trees: ¹⁰	
3. With short grass, few weeds.....	0.022-0.027	a. Winter.....	0.05-0.06
4. In gravelly soil, uniform section, clean.....	0.022-0.025	b. Summer.....	0.06-0.08
B. Earth, fairly uniform section:		5. Medium to dense brush: ¹⁰	
1. No vegetation.....	0.022-0.025	a. Winter.....	0.07-0.11
2. Grass, some weeds.....	0.025-0.030	b. Summer.....	0.10-0.16
3. Dense weeds or aquatic plants in deep channels.....	0.030-0.035	6. Dense willows, summer, not bent over by current.....	0.15-0.20
4. Sides clean, gravel bottom.....	0.025-0.030	7. Cleared land with tree stumps, 100-150 per acre:	
5. Sides clean, cobble bottom.....	0.030-0.040	a. No sprouts.....	0.04-0.05
C. Dragline excavated or dredged:		b. With heavy growth of sprouts.....	0.06-0.08
1. No vegetation.....	0.028-0.033	8. Heavy stand of timber, a few down trees, little under- growth:	
2. Light brush on banks.....	0.035-0.050	a. Flood depth below branches.....	0.10-0.12
D. Rock:		b. Flood depth reaches branches.....	0.12-0.16
1. Based on design section.....	0.035	C. Major streams (surface width at flood stage more than 100 ft.): Roughness coefficient is usually less than for minor streams of similar description on account of less effective resistance offered by irregular banks or veg- etation on banks. Values of n may be somewhat re- duced. Follow recommendation in publication cited ¹ if possible. The value of n for larger streams of most regular section, with no boulders or brush, may be in the range of.....	0.023-0.033
2. Based on actual mean section:			
a. Smooth and uniform.....	0.035-0.040		
b. Jagged and irregular.....	0.040-0.045		
E. Channels not maintained, weeds and brush uncut:			
1. Dense weeds, high as flow depth.....	0.08-0.12		
2. Clean bottom, brush on sides.....	0.05-0.08		
3. Clean bottom, brush on sides, highest stage of flow.....	0.07-0.11		
4. Dense brush, high stage.....	0.10-0.14		

Footnotes to table I appear at the top of page 101.

Footnotes to Table 1

¹ Estimates are by Bureau of Public Roads unless otherwise noted.
² Rauges indicated for closed conduits and open channels, lined or excavated, are for good to fair construction (unless otherwise stated). For poor quality construction, use larger values of *n*.
³ Friction Factors in Corrugated Metal Pipe, by M. J. Webster and L. R. Metcalf, Corps of Engineers, Department of the Army; published in Journal of the Hydraulics Division, Proceedings of the American Society of Civil Engineers, vol. 85, No. HY9, Sept. 1959, Paper No. 2148, pp. 35-67.
⁴ For important work and where accurate determination of water profiles is necessary, the designer is urged to consult the following references and to select *n* by comparison of the specific conditions with the channels tested:
Flow of Water in Irrigation and Similar Channels, by F. C. Scobey, Division of Irrigation, Soil Conservation Service, U.S. Department of Agriculture, Tech. Bull. No. 652, Feb. 1930; and
Flow of Water in Drainage Channels, by C. E. Ramser, Division of Agricultural Engineering, Bureau of Public Roads, U.S. Department of Agriculture, Tech. Bull. No. 129, Nov. 1929.
⁵ With channel of an alignment other than straight, loss of head by resistance forces will be increased. A small increase in value of *n* may be made, to allow for the additional loss of energy.
⁶ Handbook of Channel Design for Soil and Water Conservation, prepared by the Stillwater Outdoor Hydraulic Laboratory in cooperation with the Oklahoma Agricultural Experiment Station; published by the Soil Conservation Service, U.S. Department of Agriculture, Publ. No. SCS-TP-61, Mar. 1947, rev. June 1954.

⁷ *Flow of Water in Channels Protected by Vegetative Linings*, by W. O. Ree and V. J. Palmer, Division of Drainage and Water Control, Research, Soil Conservation Service, U.S. Department of Agriculture, Tech. Bull. No. 667, Feb. 1949.
⁸ For calculation of stage or discharge in natural stream channels, it is recommended that the designer consult the local District Office of the Surface Water Branch of the U.S. Geological Survey, to obtain data regarding values of *n* applicable to streams of any specific locality. Where this procedure is not followed, the table may be used as a guide. The values of *n* tabulated have been derived from data reported by C. E. Ramser (see footnote 4) and from other incomplete data.
⁹ The tentative values of *n* cited are principally derived from measurements made on fairly short but straight reaches of natural streams. Where slopes calculated from flood elevations along a considerable length of channel, involving meanders and bends, are to be used in velocity calculations by the Manning formula, the value of *n* must be increased to provide for the additional loss of energy caused by bends. The increase may be in the range of perhaps 3 to 15 percent.
¹⁰ The presence of foliage on trees and brush under flood stage will materially increase the value of *n*. Therefore, roughness coefficients for vegetation in leaf will be larger than for bare branches. For trees in channel or on banks, and for brush on banks where submergence of branches increases with depth of flow, *n* will increase with rising stage.

Table 2.—Permissible velocities for channels with erodible linings, based on uniform flow in continuously wet, aged channels¹

Soil type or lining (earth; no vegetation)	Maximum permissible velocities for—		
	Clear water	Water carrying fine silts	Water carrying sand and gravel
	F.p.s.	F.p.s.	F.p.s.
Fine sand (noncolloidal).....	1.5	2.5	1.5
Sandy loam (noncolloidal).....	1.7	2.5	2.0
Silt loam (noncolloidal).....	2.0	3.0	2.0
Ordinary firm loam.....	2.5	3.5	2.2
Volcanic ash.....	2.5	3.5	2.0
Fine gravel.....	2.5	5.0	3.7
Stiff clay (very colloidal).....	3.7	5.0	3.0
Graded, loam to cobbles (noncolloidal).....	3.7	5.0	5.0
Graded, silt to cobbles (colloidal).....	4.0	5.5	5.0
Alluvial silts (noncolloidal).....	2.0	3.5	2.0
Alluvial silts (colloidal).....	3.7	5.0	3.0
Coarse gravel (noncolloidal).....	4.0	6.0	6.5
Cobbles and shingles.....	5.0	5.5	6.5
Shales and hard pans.....	6.0	6.0	5.0

¹ As recommended by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926.

Table 3.—Permissible velocities for channels lined with uniform stands of various grass covers, well maintained^{1 2}

Cover	Slope range	Permissible velocity on—	
		Erosion resistant soils	Easily eroded soils
	Percent	F.p.s.	F.p.s.
Bermudagrass.....	0-5	8	6
	5-10	7	5
	Over 10	6	4
Buffalograss.....	0-5	7	5
	5-10	6	4
	Over 10	5	3
Kentucky bluegrass.....	0-5	5	4
	5-10	4	3
	Over 10	3	3
Smooth brome.....	0-5	5	4
	5-10	4	3
	Over 10	3	3
Blue grama.....	0-5	5	4
	5-10	4	3
	Over 10	3	3
Grass mixture.....	0-5	5	4
	5-10	4	3
	Over 10	3	3
Lespedeza sericea.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Weeping lovegrass.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Yellow bluestem.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Kudzu.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Alfalfa.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Crabgrass.....	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Common lespedeza ³	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5
Sudangrass ⁴	0-5	3.5	2.5
	5-10	3.5	2.5
	Over 10	3.5	2.5

¹ From Handbook of Channel Design for Soil and Water Conservation (see footnote 6, table 1, above).
² Use velocities over 3 f.p.s. only where good covers and proper maintenance can be obtained.
³ Annuals, used on mild slopes or as temporary protection until permanent covers are established.
⁴ Use on slopes steeper than 5 percent is not recommended.

Table 4.—Factors for adjustment of discharge to allow for increased resistance caused by friction against the top of a closed rectangular conduit¹

D/B	Factor
1.00	1.21
.80	1.24
.75	1.25
.667	1.27
.60	1.28
.50	1.31
.40	1.34

¹ Interpolations may be made. See derivation of factors on p. 8.

Table 5.—Guide to selection of retardance curve

Average length of vegetation	Retardance curve for—	
	Good stand	Fair stand
6-10 inches.....	C.....	D.....
2-5 inches.....	D.....	D.....



DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF DRINKING WATER

Michael O. Leavitt
Governor

Dianne R. Nielson, Ph.D.
Executive Director

Kevin W. Brown
Director

150 North 1950 West
P.O. Box 144830
Salt Lake City, Utah 84114-4830
(801) 536-4200 Voice
(801) 536-4211 Fax
(801) 536-4414 T.D.D.

RECEIVED

JUN 18 1997

WEBER COUNTY
PLANNING

June 10, 1997

Jim Gentry, Planner
Weber County Planning Commission
2380 Washington Blvd.
Ogden, Utah 84401

Dear Mr. Gentry:

Subject: Drinking Water Feasibility Study for Fairway Oaks PRUD, Wolf Creek
Country Club Water System, # 29013, File # 04724

As per the letters written on March 21 and 26, 1996, we required that the engineering drawings for the improvements to the existing well be approved by our office and that Wolf Creek Water Company deposit in an escrow account an amount of money equal to the engineer's estimate to construct the pumping system, in order to approve the last 102 proposed lots in this project.

Prior to giving preliminary plat approval to Fairway Oaks PRUD, we suggest that the following conditions be met.

1. Engineering drawings of the pump and booster station in the Patio Springs well be approved by this office.
2. Wolf Creek Country Club Water Company agrees to install the pump and booster station at this time.

Storage capacity of the current water system will allow 608 units. To date we have approved 511 units. With the 37 units in this project and the 30 units in the proposed Wolf Creek Timeshare Resort, the total number of approved units will be 578.





State of Utah

DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER QUALITY

Michael O. Leavitt
Governor
Dianna R. Nielson, Ph.D.
Executive Director
Don A. Ostler, P.E.
Director

288 North 1460 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
(801) 538-6146 Voice
(801) 538-6016 Fax
(801) 536-4414 T.D.D.

Water Quality Board
Leroy H. Wullstein, Ph.D.
Chairman

Lynn F. Pett
Vice Chairman

Robert G. Adams
R. Rex Ausburn, P.E.
David S. Bowles, Ph.D., P.E.

Nan Bunker
Leonard Ferguson
Dianna R. Nielson, Ph.D.

K.C. Shaw, P.E.
J. Ann Wechsler
Don A. Ostler, P.E.
Executive Secretary

RECEIVED

JUL 03 1997

WEBER COUNTY
PLANNING

June 26, 1997

Mr. Jim Gentry
Weber County Planning Commission
2380 Washington Blvd.
Ogden, Utah 84401

Dear Mr. Gentry:

Subject: Fairway Oaks & Wolf Creek Time Share / Treatment Capacity of Wolf Creek's aerated lagoons

On May 27, 1997, we received information on two proposed subdivisions (Fairway Oaks 37 units and Wolf Creek Time Share 30 units). We have calculated the remaining treatment capacity of Wolf Creek's aerated lagoon facility.

The treatment facility is designed and constructed to treat 107,500 gallons per day (gpd). The average monthly inflow to the treatment facility is approximately 60,000 gpd during the peak month between 1996 and 1997. The remaining reserve capacity is therefore 47,500 gpd. The proposed two subdivisions would add approximately an additional 23,450 gpd assuming 3.5 persons per unit.

If I can be of future assistance, please contact me.

Sincerely,

Lyle W. Stott, P.E.

Design Evaluation Section

LWS:lws

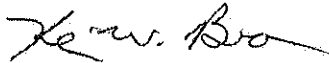
L:\WQ\ENG_WQ\STOTT\WP\WOLF\CAP.LT
FILE:WOLF\CRBBK



Jim Gentry
Page 2
June 10, 1997

If you have any additional questions concerning this project, please contact Kimball Wallace, of my staff, at 536-0048.

Sincerely,

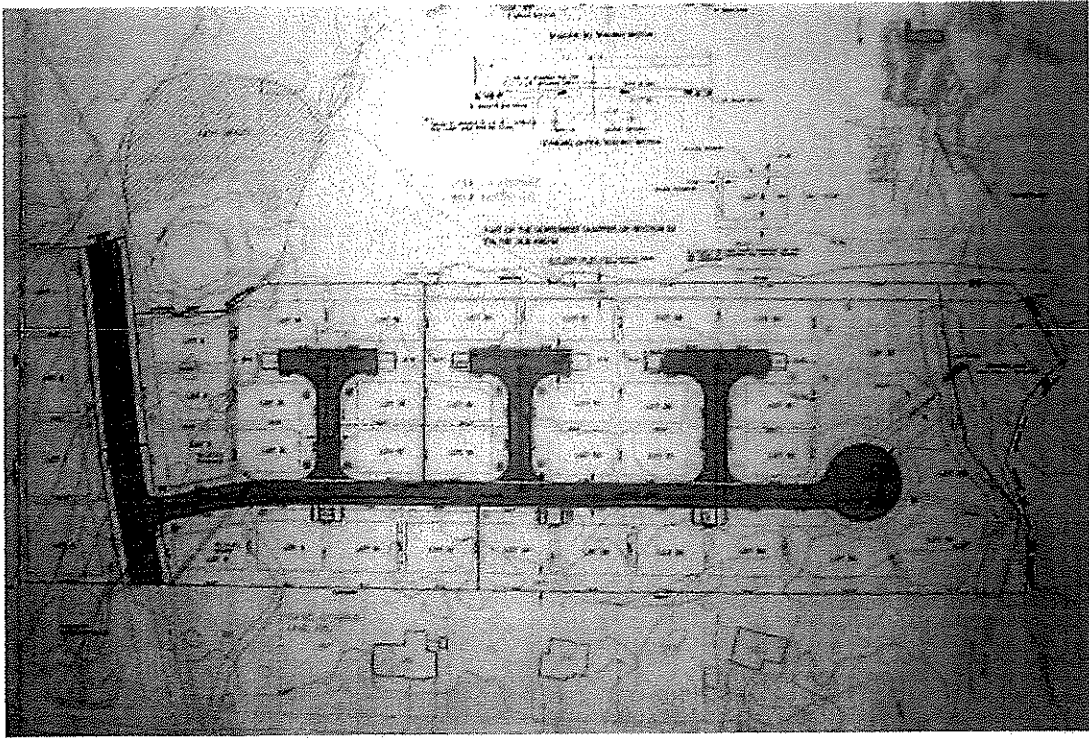


Kevin W. Brown
Director

KNW

cc: Blaine Wade, 296 East 3250 North, Ogden, Utah 84414
Weber/Morgan District Health Department

04724WOL.APR



Site Plan

FAIRWAY OAKS



DRAINAGE AREA (AC) **9.837**

RUN OFF COEFFICIENT(C) **0.4**

TIME OF CONCENTRATION (%)(LENGTH)/(MIN) *

RAIN FALL INTENSITY

IN/HR Q(CFS) = CIA

100 YEAR 6 23.6088

10 YEAR 4 15.7392

2 YEAR 2.9 11.41092

*SEE CHART

RUN OFF VOLUME(CFS)

MIN ALLOW(2*AREA) 1 10 10 YEAR DIFF

5 590.22 4.5 5311.98 4721.76

10 1180.44 3.2 7554.816 6374.376

20 2360.88 2.2 10387.87 8026.992

30 3541.32 1.7 12040.49 8499.168

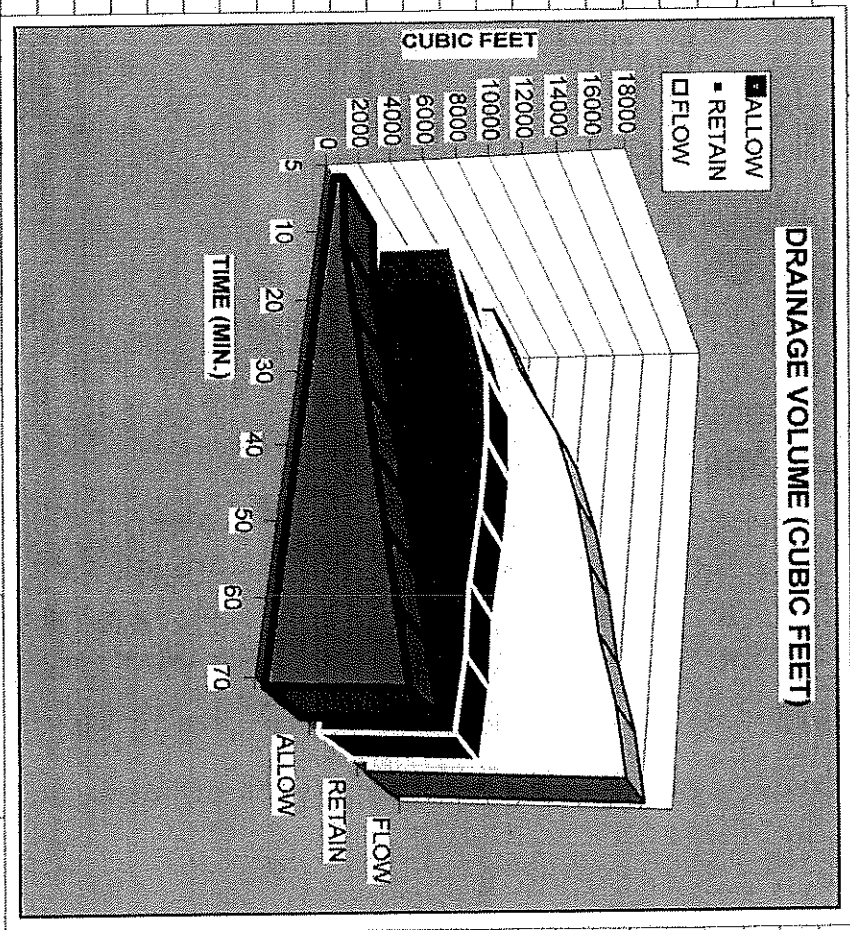
40 4721.76 1.4 13220.93 8499.168

50 5902.2 1.2 14165.28 8263.08

60 7082.64 1.1 15581.81 8499.168

70 8263.08 1 16526.16 8263.08

RECOMMENDED MIN. VOLUME RETAINED



CUBIC

FEET

YARDS

DIA

8499.168 314.784

ORIFICE SIZE (2 CFS / AC)

HEAD LOSS

AREA

DIA

5

0.1768 S.F.

5.6942 INCH



WEBER FIRE DISTRICT
1871 NORTH 1350 WEST
OGDEN, UTAH 84404
782-3580
FAX 782-3582

BOARD OF TRUSTEES
PAUL V. SKEEN
LAMAR HOLT
KEITH BUTLER
DENNIS MONTGOMERY
STEVE TAYLOR
KENT MEYERHOFFER
HUNTSVILLE REP.
WEST HAVEN REP.
FARR WEST REP.

DAVID AUSTIN- CHIEF

June 2, 1997

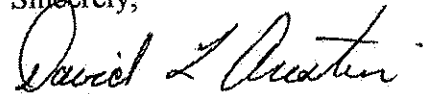
Jim Gentry, Planner
Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

Ref.; Fairway Oaks P.R.U.D.

Dear Jim;

I have reviewed both the plans and the area for Fairway Oaks. The fire hydrants proposed are sufficient both in number (three) and in location and access is adequate. However, I would like to see an engineers figures on how they plan to continue to provide adequate water for culinary needs as well as fire protection with the proposed increases in demand by both. The number served by Wolf Creek Water is increasing. Has the system been designed to handle the increase, also considering the additional preliminary plans for Wolf Creek Time Share Units. The fire flows for each of the individual townhouses alone are in the neighborhood of 23,143 gallons. There must be at least 30,000 gallons on reserve for fire protection at all times. I have no further concerns with the site plans as proposed.

Sincerely,


David L. Austin
Fire Chief



Date: June 12, 1997

PLANNING COMMISSION

Craig C. B...
Director

TO PROPERTY OWNERS WITHIN 500 FEET OF THE PROPERTY OWNED BY:
Wolf Creek and Resorts at approximately 3516 North 5100 East

The Weber County Planning District has received an Application for 37 Unit Planned Residential Unit Development (P.R.U.D.) by Wolf Creek and Associates at approximately 4000 North 4900 East.

You are invited to express your thoughts concerning this Application at the next meeting of the Weber County Planning Commission to be held on **Tuesday, June 24, 1997 at 4:15 p.m.** in the Weber County Commission Chambers, 2380 Washington Blvd., Ogden, Utah or call 399-8791 prior to the meeting.

Sincerely,

Troy Herold, Planner
Weber County Planning Commission

Eden Planning Committee

RECEIVED

JUN 11 1997

WEBER COUNTY
PLANNING

WOLF CREEK WATER & SEWER COMPANY
296 E 3250 NORTH
OGDEN, UTAH 84414

June 8, 1997

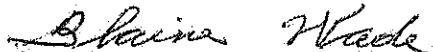
Weber County Planning Commission
2380 Washington Blvd.
Ogden, Utah 84401

Gentlemen:

We have reviewed the proposed plans for the Fairway Oaks P.R.U.D. consisting of 37 planned units. Since they are within the boundaries of our service district we agree to provide water and sewer service as required for this development.

Sincerely,

Wolf Creek Water & Sewer Company


Blaine Wade, President

To: Ken Gardner, Gardner Engineering
Fax #: 476-0066
Re: Fairway Oaks & Eagle Ridge Review
Date: June 4, 1997
Pages: 10, including this cover sheet.

FACSIMILE

Following is a copy of the draft staff report and agency comments on these two projects.

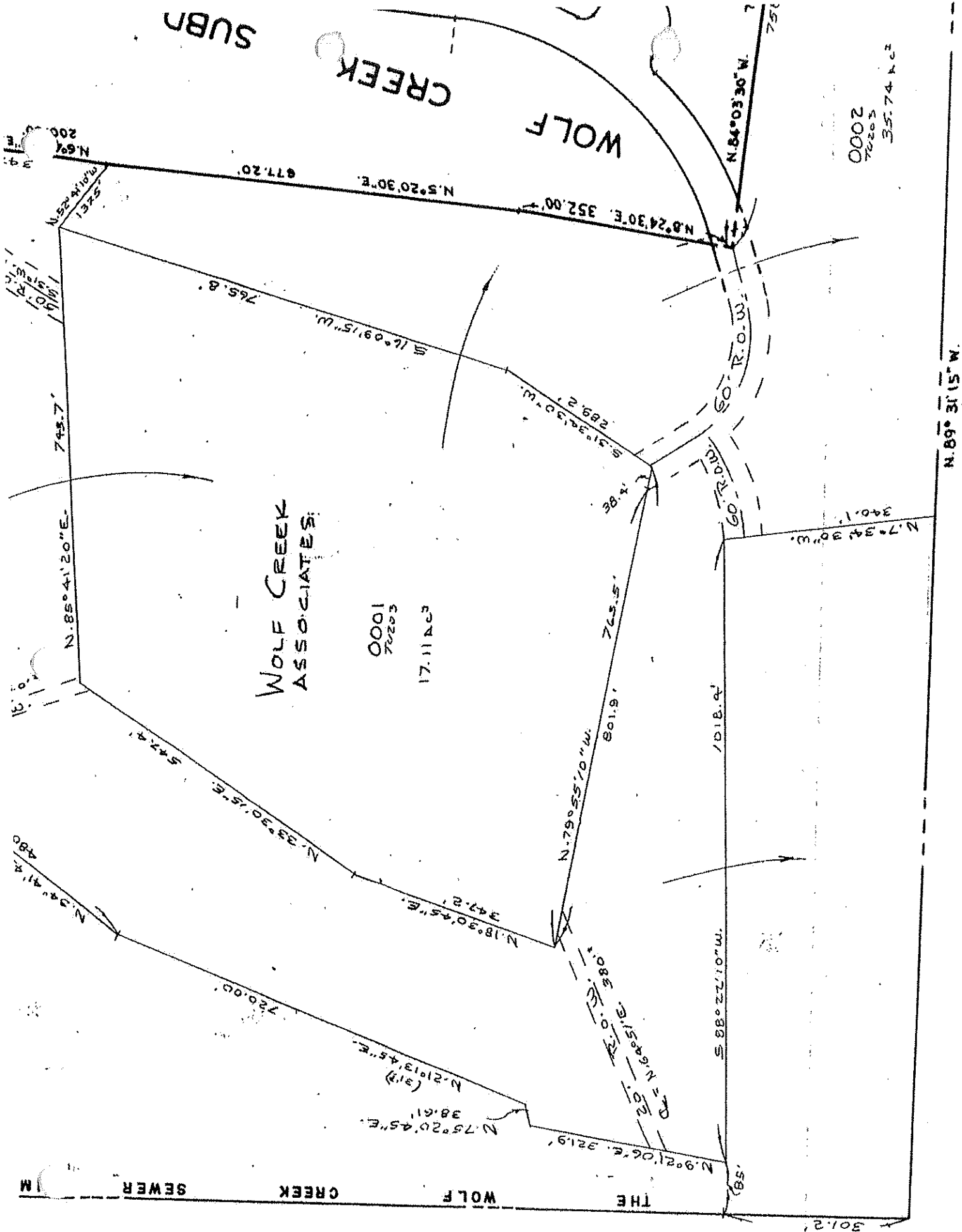
If you could get some of the concerns on Fairway Oaks addressed before the meeting, it may change our recommendation. I will be out Friday, and I will be in SLC on Monday, Tuesday, and Wednesday taking my licensing exam. If you have anything you want submit as far as changes or clarifications on the PRUD, get in touch with Jim. He will be handling the item for me at the meeting. If you have any questions call. Thanks.

From the desk of...

Troy Herold
County Planner
Weber County Planning
2380 Washington Blvd.
Ogden, UT 84401

399-8764
Fax: 399-8862





0002
70203
35.74 AC

0001
1000
70203
17.11 AC

WOLF CREEK ASSOCIATES



Date: May 29, 1997

PLANNING COMMISSION

Craig C. B...
Director

TO PROPERTY OWNERS WITHIN 500 FEET OF THE PROPERTY OWNED BY:
Wolf Creek and Associate at approximately 4000 North 4900 East

The Weber County Planning District has received a P.R.U.D. (Planned Residential Unit Development) Application by Wolf Creek and Associates for 37 units at approximately 4000 north 4900 East.

You are invited to express your thoughts concerning this Application at the next meeting of the Weber County Planning Commission to be held on **Tuesday, June 10, 1997 at 6:15 p.m.** in the Weber County Commission Chambers, 2380 Washington Blvd., Ogden, Utah or call 399-8791 prior to the meeting.

Sincerely,

Jim Gentry, Planner
Weber County Planning Commission

Eden Planning Committee

22-015-0027
SECURITY TITLE CO OF OGDEN

% FIRST AMERICAN TITLE CO
26TH ST
EDEN UT 84401

22-018-0014
SATTERTHWAITE, BRENT H &
DOROTHY T SATTERTHWAITE TR

4009 N JUNIPER RD
EDEN UT 84310

22-057-0004
BRODSTEIN, ROBERT S &
GERALDINE A BRODSTEIN

3343 BAKER DR
OGDEN UT 84403

22-057-0007
INGLET, MELVIN L & WF
JUDY KAUFFMAN

4454 GREENBRIER RD
LOMPOC CA 93436

22-057-0010
WITKOWSKI, NICK & WF
NANCY J WITKOWSKI

4752 E 3900 N
EDEN UT 84310

22-057-0013
JOHNSON, ELEANOR ETAL

4773 E 3900 N
EDEN UT 84310

22-057-0016
T.V. SPECIALIST EMPLOYEES
PROFIT SHARING PLAN
% KENNETH W BOLLINGER
1452 S 20TH E
SALT LAKE CITY UT 84108

22-058-0003
MARVA INVESTMENT COMPANY

4760 S STATE ST
MURRAY UT 84107

22-058-0006
HOLMSTROM, VICTOR L &
THELMA L HOLMSTROM

P O BOX 868
EDEN UT 84310

22-058-0014
LIERD, PH, MAX D &
EDNA B LAMPH TRUSTEES

1316 E 2025 S
OGDEN UT 84401

22-017-0001
WOLF CREEK ASSOCIATES

% BLAINE WADE
296 E 3250 N
OGDEN UT 84414

22-057-0001
WISCOMBE, ALLAN R & WF
ELIZABETH J WISCOMBE

4797 E 3900 N
EDEN UT 84310

22-057-0005
FRALEY, ROBERT T TRUSTEE

3403 N 2175 E
LAYTON UT 84041

22-057-0008
DAUGAARD, CHRISTIAN F & WF
REBECCA L DAUGAARD

4790 E 3900 N
EDEN UT 84310

22-057-0011
BATEMAN, JOHN M &
GAYLE BATEMAN

11040 CHICKADEE DR
BOISE ID 83709

22-057-0014
GLEAVES, KEVIN M

% MAMIE CLEAVES
620 S 8TH
LARAMIE WY 82070

22-058-0001
J KELLY GODDARD FAMILY
PARTNERSHIP

3500 SOUTH MAIN ST
SALT LAKE CITY UT 84115

22-058-0004
POWELL, DALE R & WF
BEVERLY S POWELL

3930 N 4650 E
EDEN UT 84310

22-058-0008
ASHWORTH, BRENT F &
CHARLENE M ASHWORTH

1965 N 1400 E
PROVO UT 84604

22-058-0015
LIERD, BLAIR & WF
BRANDI W LIERD

4671 E 3900 N
EDEN UT 84310

22-018-0011
WALKER, JOHN & WF
KATHY WALKER

2009 N 150 E
CENTERVILLE UT 84014

22-057-0003
REILLY, JAMES C &
RON REILLY

2537 N 3750 E
EDEN UT 84310

22-057-0006
ALLEN, KENNETH M & WF
CINDY M ALLEN

P O BOX 559
EDEN UT 84310

22-057-0009
WAITE, GARY C &
PATRICIA WAITE

9316 EAGLE RIDGE DR
LAS VEGAS NV 89134

22-057-0012
ELENBAAS, DENNIS J

P O BOX 687
EDEN UT 84310

22-057-0015
PETERSON, CORY L

P O BOX 313
EDEN UT 84310

22-058-0002
WHITE, J BRAD & WF
KIM R WHITE

3950 N 4650 E
EDEN UT 84310

22-058-0005
GROSGBAUER, JON ALLAN &
KIMERLY JANE GROSGBAUER

P O BOX 1077
EDEN UT 84310

22-058-0009
PERKINS, THOMAS F &
DEANNA S MORGAN

3951 N 4600 E
EDEN UT 84310

22-058-0016
PATIO SPRINGS HOME OWNERS
ASSOCIATION--WEST
% RANDY LAUB
3900 N WOLF CREEK DR
EDEN UT 84310

People who might need to be notified on the following applications: Conditional Use, Board of Adjustment, Flag Lots, Zoning Petitions, and Large Subdivisions

AGENCIES OR COMMITTEES:

DATE LETTER SENT:

PLANNING COMMITTEES CHAIRMEN

Sent May 22

~~OGDEN VALLEY WIDE COMMITTEE~~

NEIGHBORHOOD (WITHIN 500 FEET)

OWNER LETTER

FIRE DEPT.

Sent May 22

SEWER

sent May 22

ENGINEERING

sent May 22

WATER

sent May 22

HEALTH

state revision of water quality and drinking water

sent May 22

OGDEN CITY

sent May 22

John C. Witwer

4826 Patio Springs Circle ♦ P.O. Box 723 ♦ Eden, Utah 84310
Home Phone (801) 745-0781 ♦ Email johnwitwer@yahoo.com

January 24, 2000

Rial Storey
Building Official
Weber County
Weber Center
2380 Washington Blvd. 2nd Floor
Ogden, Utah 84401

Dear Mr. Storey,

I would like to thank both you and Mr. Craig Barker, whom I spoke with subsequent to our conversation. I really appreciate that you did return my calls and that your response to my concerns was genuine. I have listed specific issues that are of a concern to my self and to my neighbors.

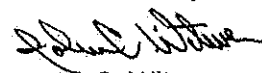
- It appears that there have been violations of Weber County Zoning Ordinances, specifically 23-8. (4), on properties referred to as lot #33 and #25 of the Fairway Oaks Phase II Development. According to the copy of the ordinances I have, "unwalled porches, terraces and balconies may extend five (5) feet into required front and rear yards." However, the balcony on the rear of the structure on lot #33 extends 10 1/2 feet into the rear yard. The balcony on the rear of the structure on lot #25 extends 8 feet into the rear yard.

As a side note here, I would like to convey the idea that I believe that the over sized projections were done in direct defiance of know code restrictions. I make this accusation as a result of a conversation that I had with the potential owner of the home. The owner called me out of my yard one day approximately two months ago and asked me if I would approve a variance to the ordinances. He said that John Lewis, the developer of Fairway Oaks, told the owner that there is a projection restriction of five feet and that to deviate from that a letter stating my non-objection would be required. At that time I said that I indeed have reservations and that we should all get together to discuss the issue. My repeated invitations went unanswered until one day the balcony was constructed to its present dimension. Immediately, I attempted to contact Mr. Lewis through his office, again I was ignored and construction continued not only at lot #33 but also a balcony exceeding the ordinance was completed on lot #25.

- There are concerns that watershed from the development are having significant effect on the properties in the Patio Springs development. Specifically, at least in part, water is being diverted onto a vacant lot immediately west of 4826 Patio Springs Circle through the use of exposed water pipe. This modification results in a significant flow rate increase onto and through the property. This is of concern to neighboring residents because of the potential impact of overflow flooding, erosion, etc. Additionally, the development along the entire Fairway Oaks Drive may be creating runoff and flooding problems on existing homes along Patio Springs Circle.

Again, a note of interest here: I personally observed the dredging up of an apparently active spring under the structure being erected on lot #26. The result of uncovering this water source seemed to be an adjustment of the buildings design and or location. I am not privy to this as fact. However, the implications that the house rests on an active spring and may be in some way underengineered is of grave concern to residences in the area because of the potential for grievous harm to the property values as a result of the structure becoming uninhabitable.

Sincerely,


John C. Witwer

House Plans for Fairway Oaks

	<u>Sq Ft.</u>	<u>BDRMs.</u>	<u>Floors</u>	<u>wide</u> <u>Length</u>	<u>deep</u> <u>Width</u>
#1	1,996'	4	2	58'9"	37'5"
#2	2,232'	4	2	60'	38'
#3	1,632'	3	1	71'	42'
#4	1,502'	2	1	62'	42'
#5	1,326'	2	1	48'	56'

2

Exhibit 10



Exhibit 11

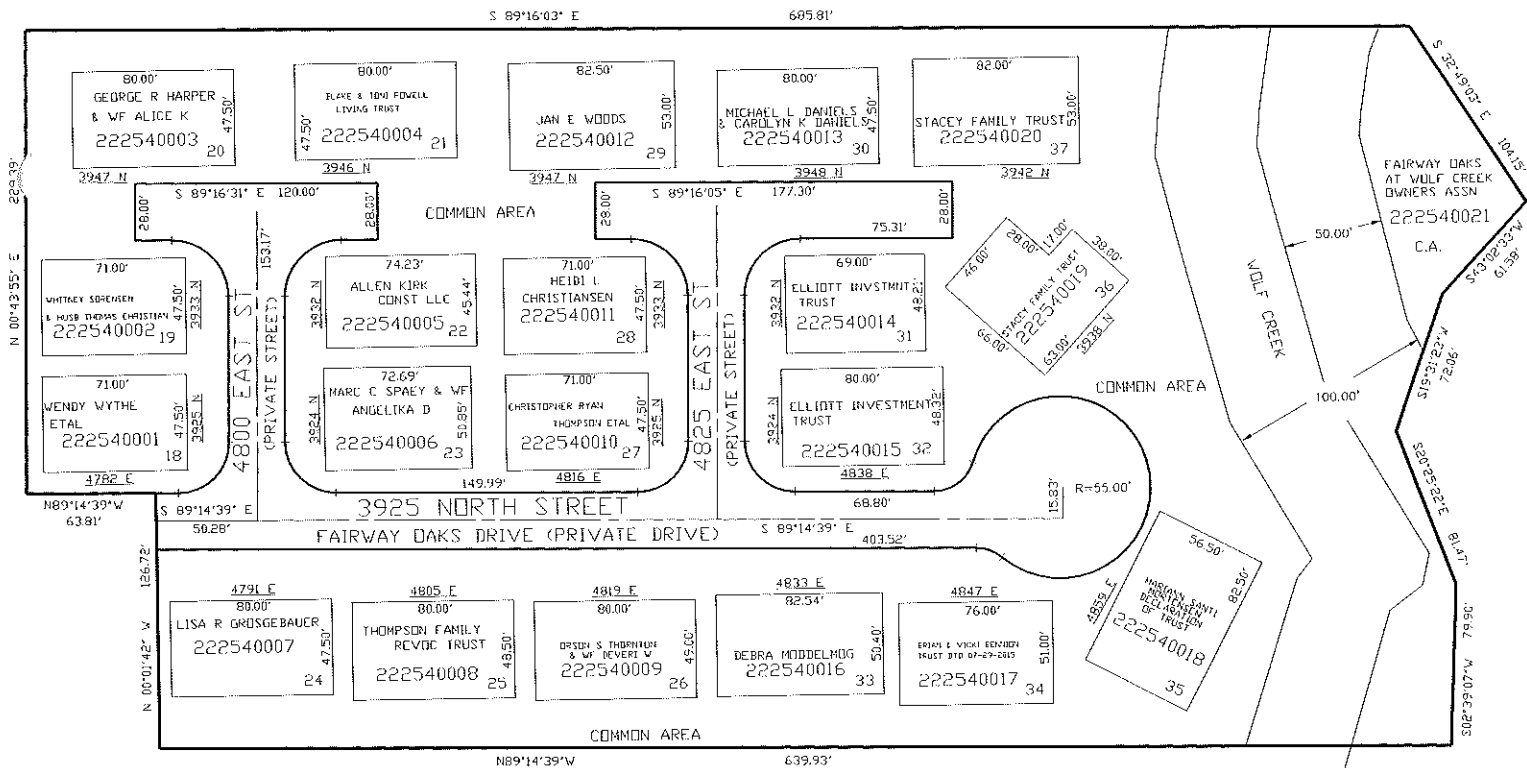
PART OF THE NW.1/4, OF SECTION 22, T.7N., R.1E., S.L.B. & M.
FAIRWAY OAKS AT WOLF CREEK PRUD PH 2 AMD

IN WEBER COUNTY

TAXING UNIT: 203

SCALE 1" = 50'

SEE P. 17



10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

SEE P. 17

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 63, PAGE 50 OF RECORDS.

FOR TAX PURPOSES ONLY*

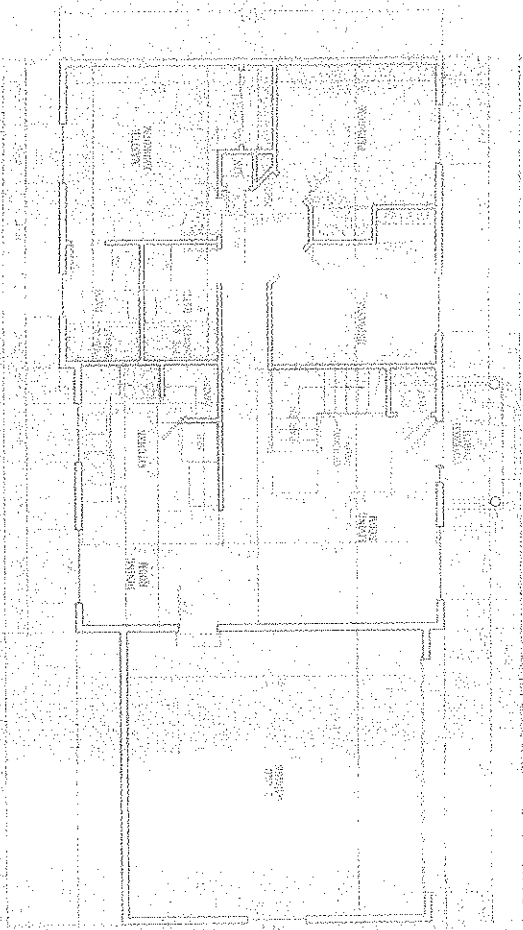
KST 6-2001

Exhibit 12

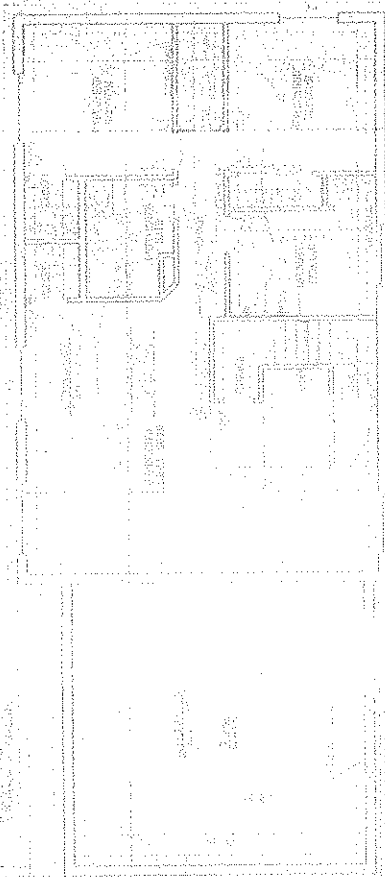
JOHN LEWIS
 LPT II, FORMAL CONTRACTOR
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202

MAIN FLOOR PLAN + BASEMENT
 FOOTING FOUNDATION PLAN

621-1829
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 JOHN LEWIS ARCHITECTS
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202



FLOOR PLAN



FOOTING FOUNDATION PLAN



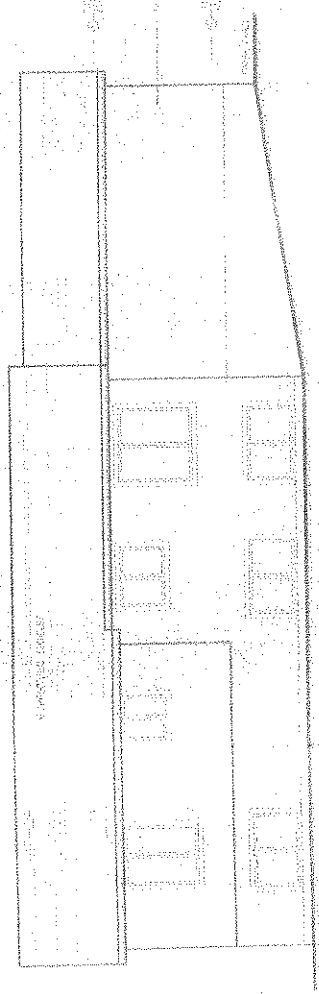
General Note:

1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE FOUNDATION PLAN.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

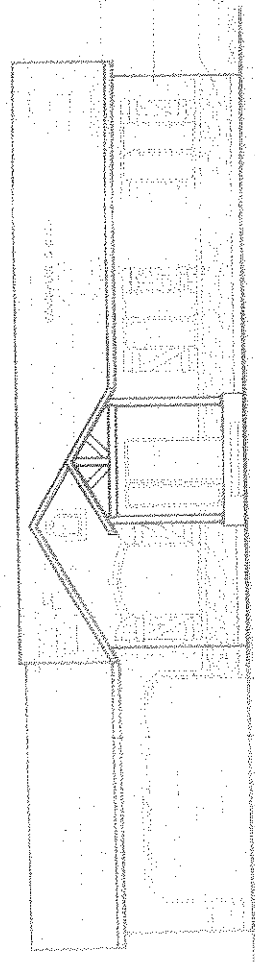
JOHN LEWIS
ARCHITECTURAL
FURNITURE DESIGN

ELEVATIONS

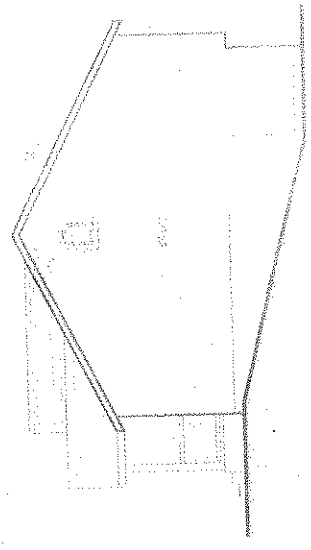
1/2" = 1'-0"
C.D. S.
1000-1000



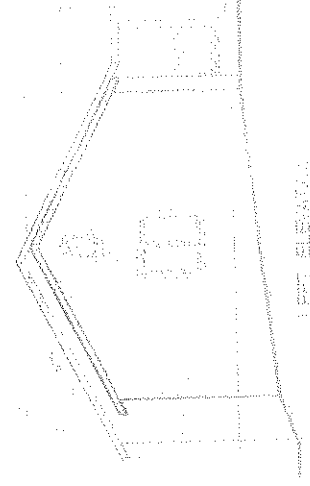
REAR ELEVATION
SCALE 1/2" = 1'-0"



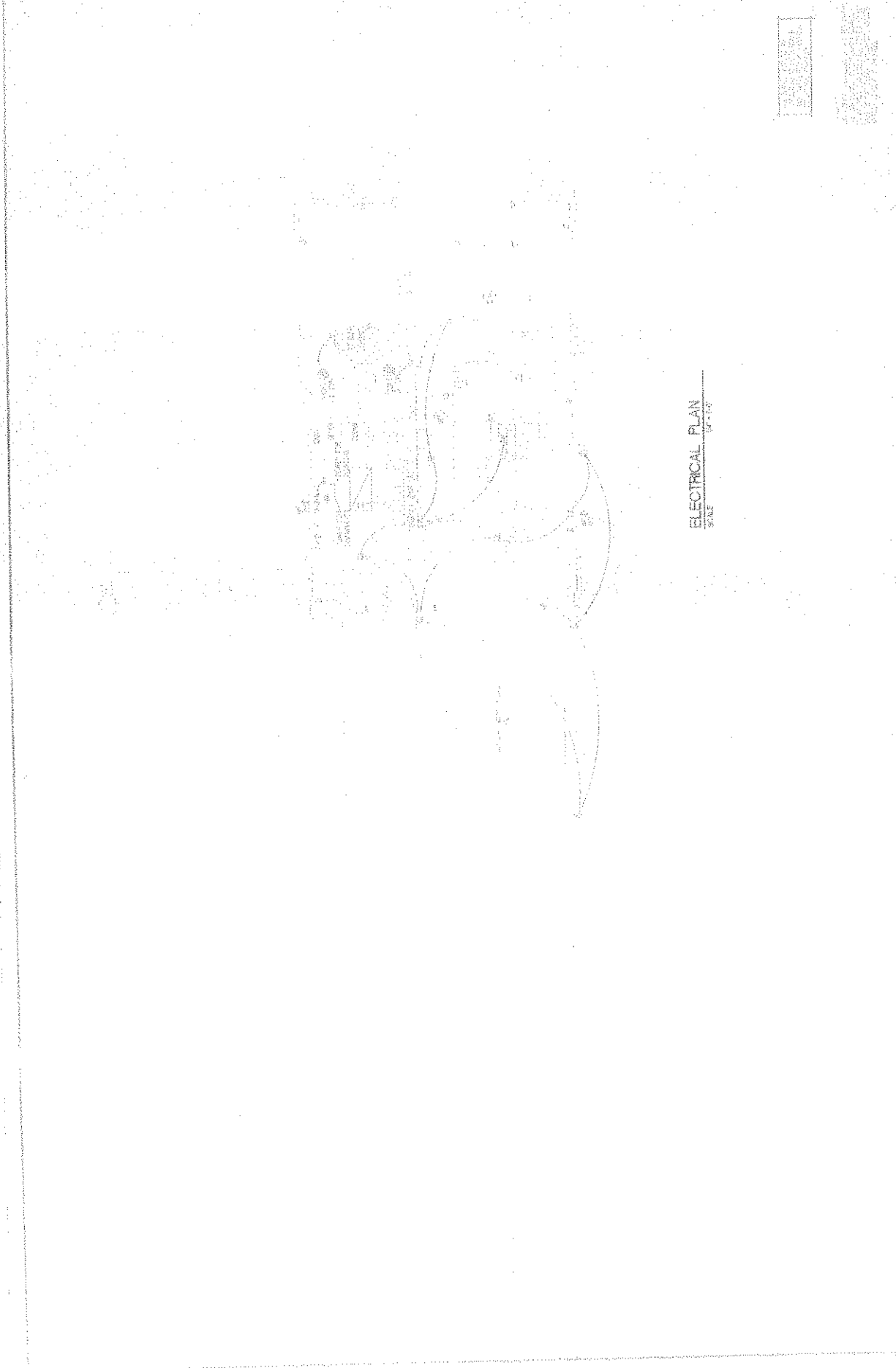
FRONT ELEVATION
SCALE 1/2" = 1'-0"



RIGHT ELEVATION
SCALE 1/2" = 1'-0"



LEFT ELEVATION
SCALE 1/2" = 1'-0"

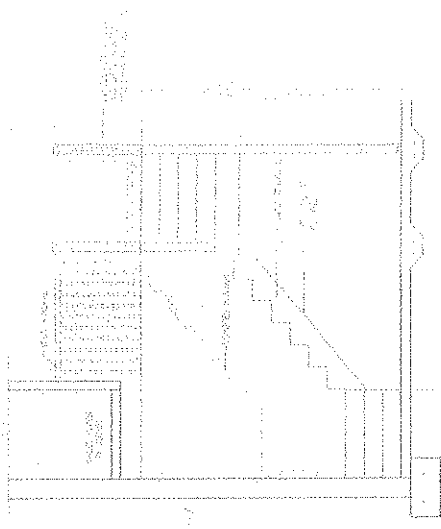


ELECTRICAL PLAN
SCALE

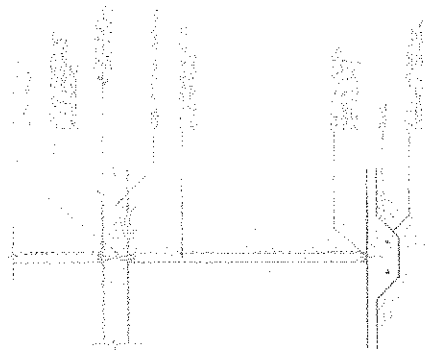
JOHN LEWIS
STRUCTURAL ENGINEER
1000 LEXINGTON AVENUE
NEW YORK 17, N.Y.

SECTIONS

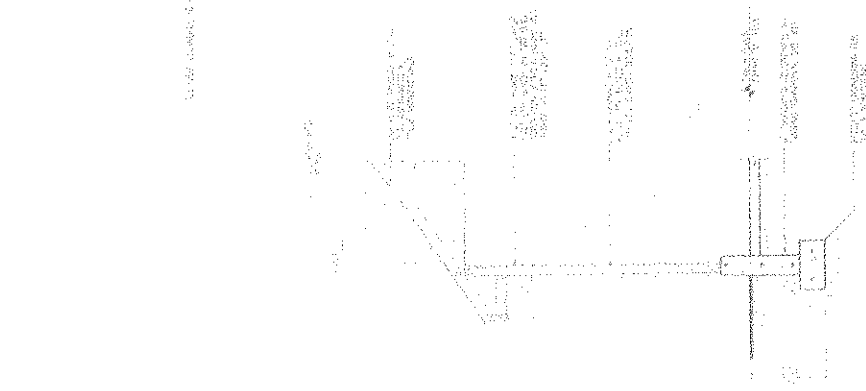
C. D. S.
CIVIL ENGINEER
1000 LEXINGTON AVENUE
NEW YORK 17, N.Y.



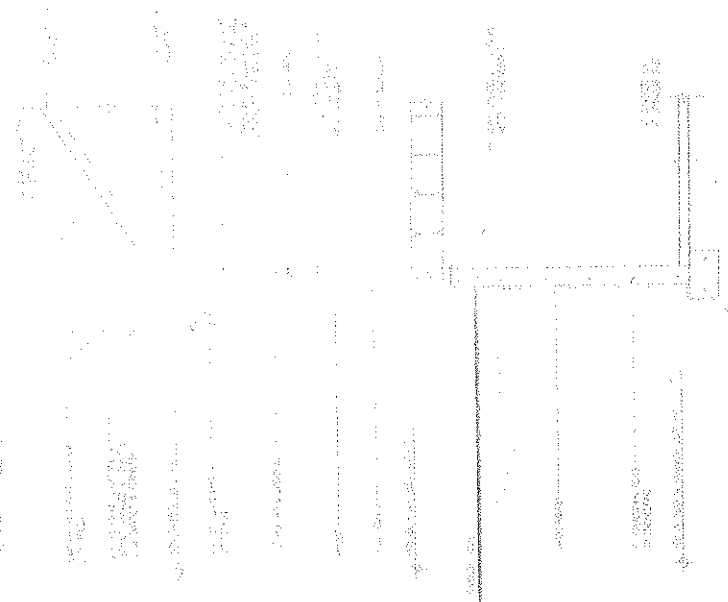
TYP. STAIR SECTION



BEARING WALL SECTION



GARAGE WALL SECTION



TYP. WALL SECTION

Exhibit 13

Weber County Board of Adjustment Application

Application submittals will be accepted by appointment only. (801) 399-8374. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed August 25, 2021	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
---	-------------------	-----------------------------	--------------------------

Property Owner Contact Information

Name of Property Owner(s) SPAHEY, MARC C & WF ANGELIKA D SPAEY		Mailing Address of Property Owner(s) 3924 N 4800 E Eden, Utah 84310	
Phone 303-358-7571	Fax	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address somersetd@gmail.com			

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Zane S. Froerer		Mailing Address of Authorized Person	
Phone 801-621-2690	Fax	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address zane.froerer@froererlaw.com			

Appeal Request

A variance request:

Lot area
 Yard setback
 Frontage width
 Other: _____

An interpretation of the Zoning Ordinance

An interpretation of the Zoning Map

A hearing to decide appeal where it is alleged by appellant that there is an error in any order, requirement, decision or refusal in enforcing of the Zoning Ordinance

Other: _____

Property Information

Approximate Address 3924 N 4800 E Eden, Utah 84310		Land Serial Number(s) 22-254-0006	
Current Zoning			
Existing Measurements		Required Measurements (Office Use)	
Lot Area	Lot Frontage/Width	Lot Size (Office Use)	Lot Frontage/Width (Office Use)
Front Yard Setback	Rear Yard Setback	Front Yard Setback (Office Use)	Rear Yard Setback (Office Use)
Side Yard Setback	Side Yard Setback	Side Yard Setback (Office Use)	Side Yard Setback (Office Use)

Applicant Narrative

Please explain your request.

See attached statement

Variance Request

The Board of Adjustment may grant a variance only if the following five criteria are met. Please explain how this variance request meets the following five criteria:

1. Literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the Zoning Ordinance.
 - a. In determining whether or not enforcement of the land use ordinance would cause unreasonable hardship, the appeal authority may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought, and comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.
 - b. In determining whether or not enforcement of the land use ordinance would cause unreasonable hardship, the appeal authority may not find an unreasonable hardship if the hardship is self-imposed or economic.

Variance Request (continued...)

2. There are special circumstances attached to the property that do not generally apply to the other properties in the same zone.

a. In determining whether there are special circumstances attached to the property, the appeal authority may find that special circumstances exist only if the special circumstances relate to the hardship complained of, and deprive the property of privileges granted to other properties in the same zone.

Please describe the special circumstances attached to the property that do not generally apply to the other properties in the same zone:

See attached statement

3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone.

See attached statement

Variance Request (continued...)

4. The variance will not substantially affect the general plan and will not be contrary to the public interest.

See attached statement

5. The spirit of the land use ordinance is observed and substantial justice done.

See attached statement

Property Owner Affidavit

I (we) Angelika and Marc Spary depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Angelika Spary
(Property Owner)

Marc Spary
(Property Owner)

STATE OF UTAH
COUNTY OF: Weber
ON THE 25 DAY OF August, 2021
PERSONALLY APPEARED BEFORE ME
Angelika and Marc Spary SIGNER(S) OF THE ABOVE
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME

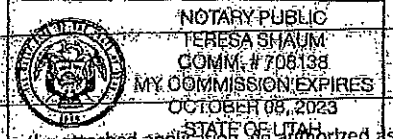
Teresa Shaum
(Notary)

Authorized Representative Affidavit

I (we) Angelika Spary and Marc Spary the owner(s) of the real property described in the attached application, do authorize as my (our) representative(s), Jan S. Procter to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Angelika Spary
(Property Owner)

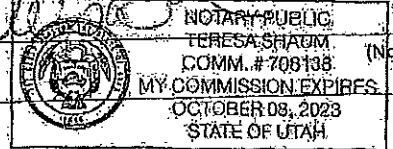
Marc Spary
(Property Owner)



STATE OF UTAH
COUNTY OF: Weber
ON THE 25 DAY OF August, 2021, personally appeared before me Angelika & Marc Spary the
SIGNER(S) OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME

Jan S. Procter
NOTARY PUBLIC

Teresa Shaum
(Notary)



Zane S. Froerer (#10807)
FROERER AND MILES, P.C.
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801-621-2690
Zane.froerer@froererlaw.com

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH
COUNTY OF WEBER, OGDEN DEPARTMENT

In Re:

Permit Issued to Heidi Christiansen and Allen
Kirk Construction LLC
Property: Lot 22 of Fairway Oaks PRUD
3924 N 4800 E, Eden, Utah

Appellant: Angelika Spaey

NOTICE OF APPEAL TO BOARD OF
ADJUSTMENTS

This Notice is filed in conjunction with the Board of Adjustment Cover Sheet and Application which is being submitted on August 25th, 2021, to the Weber County Planning Department for submission to the Weber County Board of Adjustments.

Decisions Appealed

1. Weber County Stormwater Construction Activity Permit.
2. Building Permit Number 21U388 issued August 13th, 2021.
3. Land Use Permit Number LUP232-2021 dated 07-14-2021.
4. All other land use decisions related to the development and construction currently underway by Applicant Heidi Christiansen and Allen Kirk Construction, LLC.

While the Appellant intends to supplement the material she is submitting with this Notice and Application, contemporaneous with the filing of her Notice and Application, the Appellant has submitted the following:

1. Personal statement from the Appellant.
2. Plat for Fairway Oaks At Wolf Creek PRUD Phase 1
3. Preliminary Plat Fairway Oaks At Wolf Creek PRUD
4. Main Floor Plan + Basement/Footing foundation plan
5. Land Use Permit LUP232-2021
6. Building Permit 21U388
7. Approval of Storm Water Pollution Prevention Plan
8. Pictures
9. Fairway Oaks Home Owners Association Design Review Board Guidelines
10. Fairway Oaks Home Owners Association Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairway Oaks Home Owners Association
11. Weber County Commission Meeting Minutes September 3rd, 1998
12. Notice from Weber County Planning Commission dated August 6th, 1997
13. Ordinance 2008-14

GROUND FOR APPEAL

Appellant asserts that the land use decisions were issued without substantial evidence, are illegal, and based upon arbitrary and capricious grounds. In the Land Use Permit Comments, it is alleged that Planning staff found the proposed home plans were architecturally and materially

consistent with the existing homes in the community. This is not supported by substantial evidence. The Planning staff also approved the permits despite not receiving an HOA approval letter making the decisions arbitrary, illegal, and without substantial evidence. The decisions ignore the problems with drainage and water due to the condition of the soils. The decisions ignore the applicable setbacks. The Appellant reserves her right to further supplement this Notice with briefing to be provided to the Board of Adjustments.

Dated this 25th day of August 2021.

FROERER & MILES PC

/s/ Zane S. Froerer

Zane S. Froerer

Attorney

Zane S. Froerer (#10807)
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801-621-2690
Zane.froerer@froererlaw.com

<p>In Re:</p> <p>Permit Issued to Heidi Christiansen and Allen Kirk Construction LLC Property: Lot 22 of Fairway Oaks PRUD 3924 N 4800 E, Eden, Utah</p> <p>Appellant: Angelika Spaey</p>	<p>DECLARATION OF ANGELIKA SPAEY</p>
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I, ANGELIKA SPAEY, do declare that the following statements are true and correct, to the best of my knowledge, under penalty of perjury.

1. I am competent to testify to the matters in this Declaration.
2. I purchased 3924 North 4800 East, Eden Utah in 2001 and was told this was a planned residential unit development with small patio style homes. I was given pictures of the housing styles by John Lewis, the original developer of fairway oaks. He received CUP in 1997 for the area.
3. Lot 22 is uphill in the center lots of this subdivision. The width of this lot was reduced by around 2 feet when I took legal action against John Lewis to re-Platte Fairway Oaks in 2003. My home was built by John Lewis and was not on its building envelope until the 2008 Platte.

a. Lot 22 remained for sale for many years due to its limited building potential and slope with an active spring between lot 22 and 28. The soil is labeled as Qafi, a soil type shown on Weber Counties website that is labeled as one of the least stable soil types, and requires a soil test to build.

4. My homes foundation is surrounded by drainage gravel and my crawl space has at least 4' of drainage gravel to keep the area free of flowing spring water. The Conditional Use Permit or CUP document shows we are in an area that has hi spring activity close to the surface, hence no basements should be built. Given the springs and dense building lots most 'patio' style homes built and approved are at least 20' apart so that water flows do not erode the Qafi type soil and cause harm to downhill neighbors.

5. I have been working with Weber County Planning and Weber County Engineering to get the housing styles on record for the past year to make sure future homes were built to the CUP standards. The builder of lot 28 just to the right of my home built a three-story home (When?) completely ignoring housing styles and dimensions by building a 7500 square foot house, dwarfing its neighbors. This is the same builder proposed for lot 22. The HOA denied the building application, but Heidi Christiansen, the builder, went to Weber Planning and was told no housing styles were on file and she could build anything she wanted to build.

6. October of 2020 I was told that Heidi would be building on the lot above me and I worked to establish the CUP documents, soil conditions and housing styles for our HOA to enforce. In February 2021 I received the CUP documents for Fairway Oaks with the

commission meeting minutes and the engineering recommendations that only small patio style homes with no basements were to be built due to active surface springs.

7. I provided all the documents to the Fairway Oaks board members and to Steve Burton, a planner at Weber County planning, who approved Heidi's building plan and Tucker Weigh with Weber County Engineering, showing the soil types and the home styles. I wrote to Gage Froerer, one of the county commissioners, multiple times asking the county to accept this information and to use this in deciding in the building permit for the lot above mine, which is lot 22.

8. Our HOA denied the building plan for lot 22 provided by Heidi Christiansen because there was no engineering report on stormwater abatement and their building was too close to my foundation. I did not hear until 7/20/21 that they were planning to build without HOA approval because Steve Burton had approved their plan. Neither I nor the HOA was allowed to see the building plan.

9. The HOA board met with Ms. Christiansen to ask them (? Them or her) not to build on 7/28/21. They told her they had a buyer for the lot, and she said they would take 7 days to consider and get back to the Board with an answer. They (Heidi?) started the excavation on 8/17/21 without any contact with the Board.

10. I believe the structure being built is too close to my home per governmental regulations and that it should not be built.

11. We discussed remedies such as an injunction and I agreed to a retainer with Zane Froerer, and to hiring a soil engineer. I also agreed to get the building permit and other documents to delay this build.

August 24th, 2021

/s/ Angelika Spaey
Angelika Spaey