



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action on a request for final subdivision approval of Terakee Farms No. 1, a PRUD Subdivision.  
**Type of Decision:** Administrative  
**Agenda Date:** Tuesday, December 13, 2022  
**Applicant:** Brad Blanch, Heritage Land Holdings LLC  
**File Number:** LVT111717

### Property Information

**Approximate Address:** 700 North 3600 West  
**Project Area:** 17 acres  
**Zoning:** A-2  
**Existing Land Use:** Vacant  
**Proposed Land Use:** Residential  
**Parcel ID:** 15-028-0047, 15-028-0046, 15-028-0006, 15-028-0005  
**Township, Range, Section:** T6N, R2W, Section 9

### Adjacent Land Use

<b>North:</b> Agriculture	<b>South:</b> Agriculture
<b>East:</b> Agriculture	<b>West:</b> Agriculture

### Staff Information

**Report Presenter:** Steve Burton  
sburton@webercountyutah.gov  
801-399-8766  
**Report Reviewer:** RG

## Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Zones, Chapter 7 Agricultural A-2 Zone
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Chapter 5 Planned Residential Unit Development

## Summary and Background

This is a proposed 40 lot subdivision that is the first phase of a Planned Residential Unit Development that was approved as a conditional use permit by the County Commission on December 6, 2016. In order for the developer to plat this first phase, 3600 West Street needed to be widened to allow the developer to construct the access to meet the county public works standards. 3600 West has been widened and the developer is required to provide the county with a financial guarantee for street improvements, and other infrastructure improvements before the subdivision plat to record. No building permits can be obtained until the culinary water, secondary water, sewer lines, and road base are installed and functioning properly, as specified in the county subdivision ordinance.

## Development History

- The conditional use permit application for Terakee Farms PRUD was forwarded to the County Commission with a unanimous positive recommendation from the Western Weber Planning Commission after a meeting was held to review the application and receive public input on November 15, 2016.
- The conditional use permit for Terakee Farms PRUD received approval in a two to one vote by the County Commission after holding a meeting to review and take public input on December 6, 2016.
- The developer submitted preliminary subdivision application for Terakee Farms PRUD Phase 1 on November 20, 2017 (see Exhibit D for the Notice of Decision).
- Preliminary approval of this proposal was granted by the Planning Commission on February 13, 2018. The following are conditions of preliminary approval:
  1. The final subdivision plat shall reflect a 35 foot average building height for all single family and accessory structures.
  2. The final subdivision plat shall include the agriculture note as required in LUC §106-1-8(5).
  3. An Agricultural Preservation Plan, Landscape Maintenance Plan, and CC&R's must be submitted and reviewed during the final subdivision process to ensure they comply with the provisions of the Community Association Act for the preservation, maintenance and ownership of the common area.
  4. A capacity assessment shall be submitted with the final subdivision plans from the culinary provider prior to the final subdivision being forwarded to the Western Weber Planning Commission.
  5. A construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water shall be submitted with the final subdivision plans prior to approval by the County Commission.
  6. The applicant shall continue to work with and receive approval from the Weber County Engineering Division regarding safe and adequate access along 3600 West prior to submitting to the Weber County Planning Division any documentation for final subdivision review and approval.
  7. Prior to the commencement of any onsite improvements for Terakee Farms (including the excavation and installation of infrastructure) or any improvements along 3600 West, the applicant must receive approval of all improvement plans and receive the applicable permits required by the Weber County Engineering Division.
  8. Prior to improving 3600 West, right of way dedication to Weber County must take place for the approved width.
- On December 14, 2021 the Western Weber Planning Commission recommended final approval of Terakee Farms :
  1. The developer must supply a final approval letter from Taylor West Weber Water with all conditions being met, prior to final approval from the County Commission.

A final approval letter from Taylor West Weber Water has not yet been provided, but can be a condition of County Commission approval.

## Analysis

General Plan: At the time this proposal received approvals, the development conformed to the 2003 West Central Weber County General Plan by supporting agriculture and encouraging residential cluster style development with a minimum 30% open space.

Zoning: The subject property is located in the Agricultural A-2 Zone.

The purpose and intent of the A-2 zone is identified in the LUC §104-7-1 as:

*"The purpose of the A-2 Zone is to designate farming areas where agricultural pursuits and the rural environment should be promoted and preserved."*

PRUD: The PRUD is a multi-phased development consisting of 206 single family lots ranging in size from approximately 4,791 square feet to 74,487 square feet with 26 Accessory Dwelling Units. The PRUD will offer a variety of housing options and includes approximately 69.5 acres of open space. The open space accounts for approximately 43.95% of the entire PRUD gross acreage. The open space will include an extensive pathway, a neighborhood park, a Community

Center, a Farmer’s Market, two large agricultural parcels, an equestrian barn and outdoor riding arena as well as multiple other agricultural outbuildings.

The applicant was granted a 50 percent bonus density based on preserving 50 acres or more as agricultural open space.

Lot area, frontage/width and yard regulations: The purpose and intent of a Planned Residential Unit Development (PRUD) is intended to “allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas.” This PRUD utilizes the allowed flexibility to create neighborhoods with lots ranging in size from 0.11 acre lots to 0.215 acre lots and sized to accommodate single family homes.

The proposal includes the following minimum single family development standards:

<ul style="list-style-type: none"><li>• Typical Small Lots (60’ in width &amp; 100’ in depth):</li></ul> Front Yard: 20 feet Side Yard: 5 feet Rear Yard: 5 feet
<ul style="list-style-type: none"><li>• Typical Lots (80’ in width &amp; 100’ in depth, lots 108-135):</li></ul> Front Yard: 20 feet Side Yard: 10 feet Rear Yard: 5 feet
<ul style="list-style-type: none"><li>• Typical Medium Lots (80’ width &amp; 120’ in depth):</li></ul> Front Yard: 20 feet Side Yard: 10 feet Rear Yard: 5 feet
<ul style="list-style-type: none"><li>• Maximum Building Height:</li><li>• Single Family: 35’</li><li>• Mixed Use: 35’</li><li>• Accessory Structures: 35’</li><li>• Equestrian Barn: 45’</li></ul>
The proposal includes the allowance for the housing of agricultural animals and horses to be limited to Lots 175-206 as size permits.

Common Area: The applicant is proposing to dedicate approximately 69.5 acres of open space within the entire PRUD. Phase one will dedicate approximately 7.8 acres of open space; which is approximately 44.7%% of the net developable area in phase one. The plat identifies the common open space area as “A” Agricultural Open Space and will be dedicated upon recording to a Community Association.

Culinary water, irrigation water and sanitary sewage disposal: The applicant received preliminary and a recommendation for final approval based on their plan to connect to Taylor West Weber Water for culinary water. The subdivision ordinance required a will-serve letter for the applicant to receive a preliminary approval and a capacity assessment letter for the applicant to receive a final recommendation from the Planning Commission. Because Taylor West Weber Water does not issue capacity assessment letters, it is expected that the applicant provide a final, unconditional approval letter from Taylor West Weber Water before the subdivision plat records.

The developer has approvals from Central Weber Sewer for sanitary sewer services. Secondary water will be supplied by Terakee Farms Inc. The developer has prepared an agreement that specifies how many acre feet are allocated per lot. Secondary water infrastructure must be installed and functioning before building permits can be submitted.

The Planning Office has received a request from Taylor West Weber Water that they prefer to sign the subdivision plat instead of issuing a final approval letter. Because of this, the Planning office expects the applicant to bring the plat to TWWW and to meet their conditions in order for TWWW to sign.

Review Agencies: The Fire District and surveyor's office have approved the proposal. The Engineering Division has not yet given final approval because they have not been given a financial guarantee or approved a cost estimate. The staff recommendation is that any approval be based on all review agency requirements and conditions met before the subdivision records.

## Staff Recommendation

Staff recommends that the County Commission grant final approval of Terakee Farms No. 1, a PRUD Subdivision consisting of 40 lots. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. The developer must receive the signature of Taylor West Weber Water on the final subdivision mylar, or supply an unconditional final approval letter from Taylor West Weber Water, whichever the district requires.
2. The developer must provide a financial guarantee for all subdivision improvements, as approved by the County Engineer and Planning Division.
3. The developer shall provide the county with evidence that sufficient irrigation water rights or shares for all of the lots in the subdivision are held by the developer/property owner. At the time of recording the approved subdivision plat, the developer/property owner shall record a covenant to run with the land that these rights or shares will not be disposed of except to the lots in the subdivision and with the sale of each lot, a transfer at no cost, the required water rights or shares needed to properly irrigate the lot, to the lot purchaser who is to be responsible for the proper use of the water as outlined in the irrigation water district or company's distribution schedule and procedures.

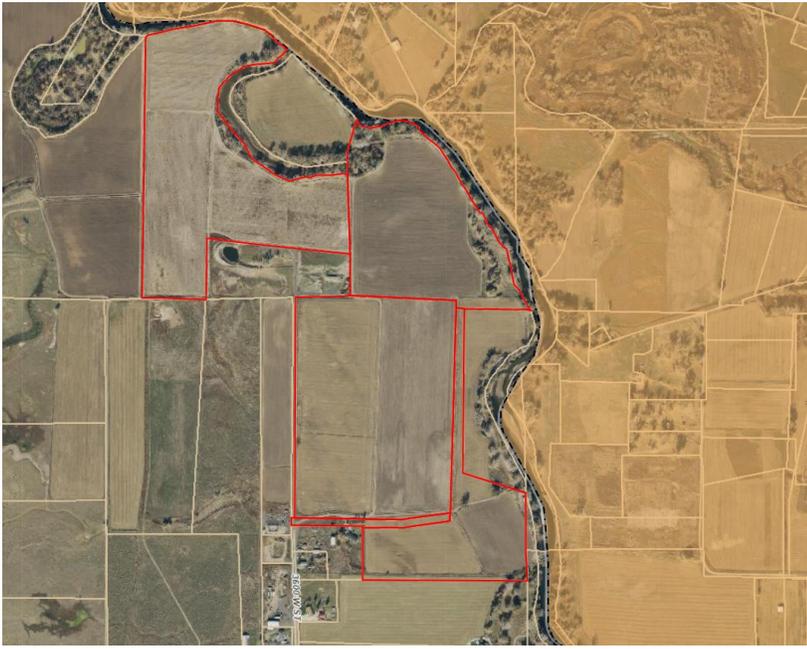
This recommendation is based on the following findings:

1. The proposed subdivision conformed to the 2003 Western Weber General Plan.
2. With the recommended conditions, the proposed subdivision complies with applicable County ordinances.
3. The applicant during the CUP for the PRUD was granted an overall bonus density of 50 percent for the entire project for an overall density of 232 dwelling units.

## Exhibits

- A. Terakee Farm PRUD No. 1, final plat
- B. Agricultural Preservation Plan and CC&R maintenance plan
- C. Overall Development Plan

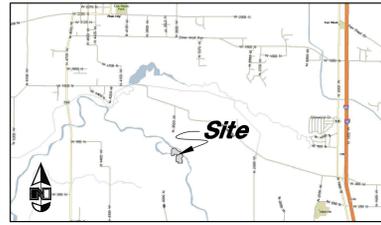
## Location Map



# Tarakee Farm® - No. 1

A PRUD Subdivision

A part of the Southeast Quarter of Section 9, T6N, R2W, SLB&M, U.S. Survey  
Weber County, Utah  
November 2021



VICINITY MAP  
(Not to Scale)

### NARRATIVE

This Subdivision Plat was requested by Mr. Brad Blanch for the purpose of creating forty (40) residential Lots and five (1) Open Space Parcel.

Brass Cap Monuments were found at the Southeast Corner and the South Quarter Corner of Section 17, T6N, R2W, SLB&M.

A line bearing North 89°05'07" West between these two monuments was used as the Basis of Bearings.

Property Corners were monumented as depicted on this plat.

If Curb and Gutter is installed, "Rivets will be set in the Top Back of Curb on the extension of the Property Line.

If Curb and Gutter is deferred, the front Property Corners will be required to have Rebar and Cap set.

SEE ROS# \_\_\_\_\_ Filed with the Weber County Surveyor's Office for Overall Boundary Retracement Details.

### DESCRIPTION

A part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Beginning at the Northwest corner of Lot 1 McFarland Subdivision (Weber County Recorder Entry # 1672850) said point being 397.19 feet South 89°26'19" East along the Section line and 1,049.27 feet North 00°33'41" East from the South Quarter corner of said Section, and running thence North 89°03'30" West 17.49 feet along the North Line of said McFarland Subdivision to the Easterly line of the Richard and Carisa Hipwell property (Parcel #15-028-0054); thence North 00°46'31" East 55.61 feet along said Easterly line; thence South 89°13'13" East 64.06 feet to a point of curvature; thence Easterly along the arc of a 74.97 foot radius curve to the left a distance of 54.39 feet (Central Angle equals 41°34'11" and Long Chord bears North 69°59'42" East 53.21 feet); thence North 49°12'36" East 448.50 feet to a point of curvature; thence Northeasterly along the arc of a 175.00 foot radius curve to the left a distance of 47.74 feet (Central Angle equals 15°37'45" and Long Chord bears North 41°23'44" East 47.59 feet) to a point of compound curvature thence Northerly along the arc of a 10.00 foot radius curve to the left a distance of 15.75 feet (Central Angle equals 90°15'26" and Long Chord bears North 11°32'52" West 14.17 feet); thence along a line non-tangent to said curve, North 33°19'25" East, a distance of 50.00 feet; thence South 56°40'35" East 233.49 feet to a point of curvature; thence Easterly along the arc of a 375.00 foot radius curve to the left a distance of 227.11 feet (Central Angle equals 34°42'00" and Long Chord bears South 74°01'35" East 223.66 feet); thence North 88°37'25" East 53.32 feet to a point of curvature; thence Northeasterly along the arc of a 75.00 foot radius curve to the left a distance of 107.01 feet (Central Angle equals 81°45'10" and Long Chord bears North 47°44'49" East 98.16 feet); thence along a line non-tangent to said curve, South 83°07'46" East, a distance of 50.00 feet to the point of curve of a non-tangent curve, of which the radius point lies North 83°07'46" West; thence Southerly along the arc of a 125.00 foot radius curve to the right a distance of 4.82 feet (Central Angle equals 02°12'30" and Long Chord bears South 07°58'29" West 4.82 feet); thence along a line non-tangent to said curve, South 73°49'55" East, a distance of 79.81 feet to the point of curve of a non-tangent curve, of which the radius point lies North 48°41'54" East; thence Southeasterly along the arc of a 3,551.68 foot radius curve to the left a distance of 277.57 feet (Central Angle equals 04°28'40" and Long Chord bears South 43°32'26" East 277.50 feet) to a point of compound curvature thence Easterly along the arc of a 15.00 foot radius curve to the left a distance of 11.81 feet (Central Angle equals 45°05'36" and Long Chord bears South 68°19'33" East 11.50 feet) to the point of curve of a non-tangent curve, of which the radius point lies South 00°55'17" East; thence Southeasterly along the arc of a 179.65 foot radius curve to the right a distance of 297.40 feet (Central Angle equals 94°51'02" and Long Chord bears South 43°29'46" East 264.59 feet); thence along a line non-tangent to said curve, South 01°26'04" West, 292.07 feet; thence North 89°04'28" West 1,056.69 feet to the Southeast corner of said McFarland Subdivision; thence two (2) courses along the East and North Boundaries of said Subdivision as follows (1) North 00°56'30" East 362.32 feet; and (2) North 89°03'30" West 438.81 feet to the point of curve of a non-tangent curve, of which the radius point lies South 30°56'09" East; thence Southwesterly along the arc of a 88.67 foot radius curve to the left a distance of 89.65 feet (Central Angle equals 57°55'36" and Long Chord bears South 30°06'03" West 85.88 feet) to the East right of way line of 3600 West Street as delineated on said Subdivision; thence North 00°49'22" East 75.00 feet along said East right of way line to the POINT OF BEGINNING.

Containing 17.704 acres, more or less.

Exhibit A

### PROPERTY LINE CURVE DATA

Ita	Radius	Length	Chord	Chord Bearing
21"	225.00'	61.68'	61.48'	N 41°21'26" E
10"	10.00'	15.68'	14.12'	N 78°24'50" E
11"	442.54'	21.14'	21.13'	S 58°14'47" E
39"	442.54'	54.15'	54.12'	S 63°07'12" E
10"	10.08'	14.22'	13.07'	S 26°01'47" E
42"	617.64'	50.79'	50.78'	S 12°24'53" W
49"	617.64'	53.33'	53.31'	S 7°35'08" W
43"	617.64'	60.32'	60.29'	S 2°18'52" W
55"	617.64'	62.15'	62.12'	S 3°21'57" E
12"	617.64'	64.53'	64.51'	S 9°14'30" E
28"	15.00'	3.42'	3.42'	S 5°41'29" E
(C12)	30'21'49"	15.00'	7.95'	S 16°01'39" W
(C13)	35'03'23"	80.00'	48.95'	S 13°40'52" W
(C14)	38'27'31"	80.00'	53.70'	S 23°04'35" E
(C15)	43'33'19"	80.00'	60.81'	S 64°05'00" E
(C16)	42'04'39"	80.00'	58.75'	N 73°06'00" E
(C17)	39'57'44"	80.00'	55.80'	N 32°04'49" E
(C18)	36'03'01"	80.00'	50.34'	N 5°55'34" W
(C19)	32'55'22"	80.00'	45.97'	N 40°24'45" W
(C20)	38'14'01"	80.00'	53.38'	N 75°59'27" W

### PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C41)	43°35'14"	80.00'	60.86'	59.40'	S 73°22'01" E
(C42)	33°58'41"	80.00'	47.44'	46.75'	N 67°51'01" E
(C43)	32°35'32"	80.00'	45.51'	44.90'	N 34°33'55" E
(C44)	34°47'28"	80.00'	48.58'	47.83'	N 0°52'25" E
(C45)	39°51'07"	80.00'	55.64'	54.53'	N 36°26'52" W
(C46)	43°52'02"	80.00'	61.25'	59.77'	N 78°18'27" W
(C47)	11°44'31"	80.00'	16.39'	16.37'	S 73°53'17" W
(C48)	65°23'46"	15.00'	17.12'	16.21'	N 79°17'05" W
(C49)	1°01'08"	3651.68'	64.93'	64.93'	N 46°04'39" W
(C50)	0°58'09"	3651.68'	61.78'	61.78'	N 45°05'00" W
(C51)	0°59'18"	3651.68'	62.99'	62.99'	N 44°06'16" W
(C52)	0°56'58"	3651.68'	60.52'	60.52'	N 43°08'08" W
(C53)	1°04'46"	3651.68'	68.81'	68.80'	N 42°07'15" W
(C54)	0°47'31"	3651.68'	50.48'	50.48'	N 41°11'07" W
(C55)	75°26'56"	10.00'	13.17'	12.24'	N 3°03'53" W
(C56)	25°34'51"	125.00'	55.81'	55.35'	N 21°52'10" E
(C57)	0°17'31"	3551.68'	18.09'	18.09'	S 41°26'51" E
(C58)	1°09'21"	3551.68'	71.64'	71.64'	S 42°10'17" E
(C59)	0°53'17"	3551.68'	55.06'	55.06'	S 43°11'36" E
(C60)	0°59'26"	3551.68'	61.40'	61.40'	S 44°07'58" E

### PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C61)	1°00'14"	3551.68'	62.23'	62.23'	S 45°07'48" E
(C62)	0°08'51"	3551.68'	9.14'	9.14'	S 45°42'20" E
(C63)	45°05'36"	15.00'	11.81'	11.50'	S 68°19'33" E
(C64)	1°45'07"	180.00'	5.50'	5.50'	S 89°55'29" E
(C65)	31°41'39"	180.00'	99.57'	98.31'	S 73°12'06" E
(C66)	41°06'56"	180.00'	129.17'	126.41'	S 36°47'48" E
(C67)	20°02'50"	180.00'	62.98'	62.66'	S 6°12'55" E
(C68)	16°23'38"	180.00'	51.50'	51.33'	S 12°00'19" W
(C69)	33°46'02"	180.00'	106.08'	104.55'	S 37°05'09" W
(C70)	32°12'22"	180.00'	101.18'	99.85'	S 70°04'21" W
(C71)	37°57'55"	180.00'	119.27'	117.10'	N 74°50'31" W
(C72)	33°08'50"	180.00'	104.13'	102.69'	N 39°17'08" W
(C73)	19°58'20"	180.00'	62.74'	62.43'	N 12°43'33" W
(C74)	0°04'59"	3801.68'	5.52'	5.52'	N 45°48'36" W
(C75)	43°11'32"	15.00'	11.31'	11.04'	N 24°15'20" W
(C76)	0°45'29"	3801.68'	50.30'	50.30'	N 45°23'22" W
(C77)	0°54'34"	3801.68'	60.34'	60.34'	N 44°33'21" W
(C78)	0°54'10"	3801.68'	59.90'	59.90'	N 43°38'59" W
(C79)	0°54'12"	3801.68'	59.94'	59.94'	N 42°44'48" W
(C80)	0°36'44"	3801.68'	40.63'	40.63'	N 41°59'19" W

### PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C21)	85°52'48"	15.00'	22.48'	20.44'	N 52°10'03" W
(C22)	5°31'12"	567.64'	54.69'	54.67'	N 62°28'24" W
(C23)	5°29'26"	567.64'	54.40'	54.38'	N 0°58'05" W
(C24)	6°10'10"	567.64'	61.12'	61.09'	N 4°51'44" E
(C25)	6°20'55"	567.64'	62.90'	62.86'	N 11°07'16" E
(C26)	89°15'24"	10.03'	15.63'	14.10'	N 59°06'17" E
(C27)	9°11'09"	425.00'	68.14'	68.06'	S 80°40'22" E
(C28)	6°06'39"	425.00'	45.33'	45.31'	S 88°19'16" E
(C29)	23°54'38"	125.00'	52.16'	51.79'	N 76°40'06" E
(C30)	5°38'41"	10.00'	0.99'	0.98'	N 67°32'07" E
(C31)	68°51'43"	10.00'	12.02'	11.31'	S 75°12'40" E
(C32)	1°28'01"	3701.68'	94.78'	94.78'	S 41°30'49" E
(C33)	0°55'40"	3701.68'	59.95'	59.94'	S 42°42'40" E
(C34)	0°55'38"	3701.68'	59.90'	59.90'	S 43°38'19" E
(C35)	0°55'38"	3701.68'	59.91'	59.91'	S 44°33'57" E
(C36)	1°15'56"	3701.68'	81.76'	81.76'	S 45°39'45" E
(C37)	0°17'53"	3701.68'	19.26'	19.26'	S 46°26'39" E
(C38)	64°48'27"	15.00'	16.97'	16.08'	S 14°11'22" E
(C39)	33°13'35"	80.00'	46.39'	45.75'	S 1°36'04" W
(C40)	36°33'40"	80.00'	51.05'	50.19'	S 33°17'34" E

### PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C61)	1°00'14"	3551.68'	62.23'	62.23'	S 45°07'48" E
(C62)	0°08'51"	3551.68'	9.14'	9.14'	S 45°42'20" E
(C63)	45°05'36"	15.00'	11.81'	11.50'	S 68°19'33" E
(C64)	1°45'07"	180.00'	5.50'	5.50'	S 89°55'29" E
(C65)	31°41'39"	180.00'	99.57'	98.31'	S 73°12'06" E
(C66)	41°06'56"	180.00'	129.17'	126.41'	S 36°47'48" E
(C67)	20°02'50"	180.00'	62.98'	62.66'	S 6°12'55" E
(C68)	16°23'38"	180.00'	51.50'	51.33'	S 12°00'19" W
(C69)	33°46'02"	180.00'	106.08'	104.55'	S 37°05'09" W
(C70)	32°12'22"	180.00'	101.18'	99.85'	S 70°04'21" W
(C71)	37°57'55"	180.00'	119.27'	117.10'	N 74°50'31" W
(C72)	33°08'50"	180.00'	104.13'	102.69'	N 39°17'08" W
(C73)	19°58'20"	180.00'	62.74'	62.43'	N 12°43'33" W
(C74)	0°04'59"	3801.68'	5.52'	5.52'	N 45°48'36" W
(C75)	43°11'32"	15.00'	11.31'	11.04'	N 24°15'20" W
(C76)	0°45'29"	3801.68'	50.30'	50.30'	N 45°23'22" W
(C77)	0°54'34"	3801.68'	60.34'	60.34'	N 44°33'21" W
(C78)	0°54'10"	3801.68'	59.90'	59.90'	N 43°38'59" W
(C79)	0°54'12"	3801.68'	59.94'	59.94'	N 42°44'48" W
(C80)	0°36'44"	3801.68'	40.63'	40.63'	N 41°59'19" W

### PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C81)	37°12'29"	180.00'	116.89'	114.85'	S 44°57'48" E
(C82)	35°25'13"	180.00'	111.28'	109.51'	S 8°38'57" E
(C83)	40°35'59"	180.00'	127.55'	124.90'	S 29°21'39" W
(C84)	49°05'35"	180.00'	154.23'	149.56'	S 74°12'26" W
(C85)	37°36'58"	180.00'	118.17'	116.06'	N 62°26'18" W
(C86)	37°41'48"	180.00'	118.43'	116.30'	N 24°46'55" W
(C87)	5°41'17"	180.00'	17.87'	17.86'	N 3°05'22" W

### LINE DATA

Line	Bearing	Length
L3	N 0°56'57" E	5.66
L101	S 89°13'13" E	37.95
L102	N 49°12'36" E	37.95
L103	N 49°12'36" E	27.81
L104	N 33°22'43" E	27.81
L106	S 56°40'35" E	124.97
L107	N 88°37'25" E	124.97
L108	N 88°37'25" E	53.32

### CENTERLINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C201)	41°34'11"	99.97'	72.53'	70.95'	N 69°59'42" E
(C202)	15°49'53"	200.00'	55.26'	55.09'	N 41°17'40" E
(C203)	34°42'00"	400.00'	242.25'	238.57'	S 74°01'35" E
(C204)	14°34'35"	400.00'	101.76'	101.49'	S 63°57'53" E
(C205)	20°07'25"	400.00'	140.49'	139.77'	S 81°18'53" E
(C206)	81°45'10"	100.00'	142.69'	130.89'	N 47°44'49" E
(C207)	38°51'57"	100.00'	67.83'	66.54'	N 69°11'26" E
(C208)	42°53'13"	100.00'	74.85'	73.12'	N 28°18'51" E
(C209)	36°46'19"	592.92'	380.53'	374.03'	S 0°35'45" E
(C210)	7°37'18"	3676.68'	489.09'	488.72'	S 44°07'19" E

### WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat for mathematical correctness, section corner data, and for harmony with lines and monument on record in County Offices. The approval of this plat by the Weber County Surveyor does not relieve the licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

### WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat, and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Weber County Attorney

\_\_\_\_\_  
Weber County Surveyor

### SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described herein in accordance with Section 17-23-17 and that I have verified all measurements shown hereon in this plat of Tarakee Farm No. 1 - A PRUD Subdivision in Weber County, Utah and that it has been correctly drawn to the designated

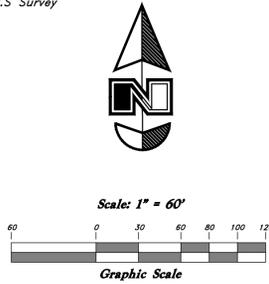
# Terakee Farm® PRUD No. 1

A PRUD Subdivision  
 A part the Southeast Quarter of Section 9, T6N, R2W, SLB&M, U.S. Survey  
 Weber County, Utah  
 November 2021

Northeast Corner of Section 9,  
 T6N, R2W, SLB&M, U.S. Survey

Northeast Corner of Section 9,  
 T6N, R2W, SLB&M, U.S. Survey

Exhibit A



Terakee Farm®

Terakee Farm®

McFarland  
 Subdivision

Parcel A  
 7.812 Acres

Jed J. & Pamela McCormick

5'28" E W.C.S.)

(2640.03' W.C.S.)

er of Section 9,  
 R2W, SLB&M, U.S. Survey

64.06'

N 89°13'13" W

S 0°46'31" W

17.49'

S 89°03'30" E

S 0°49'22" W

Point of Beginning

75.00'

S 0°49'22" W

S 89°03'30" E

438.81'

Δ = 57°55'36"

L = 89.65'

R = 88.67'

LC = 85.88'

N 30°06'03" E

362.32'

S 0°56'30" W

S 89°04'28" E

1056.69'

N 1°26'04" E

292.07'

S 89°04'28" E

1056.69'

N 1°26'04" E

90°15'26"  
 L = 15.75'  
 R = 10.00'  
 LC = 14.17'  
 S 11°32'52" E  
 448.50'  
 Δ = 15°37'45"  
 L = 47.74'  
 R = 175.00'  
 LC = 47.59'  
 S 41°23'44" W

Δ = 34°42'00"  
 L = 227.11'  
 R = 375.00'  
 LC = 223.66'  
 N 74°01'35" W

Δ = 81°45'10"  
 L = 107.01'  
 R = 75.00'  
 LC = 98.16'  
 S 47°44'49" W  
 53.32'

Δ = 2°12'30"  
 L = 4.82'  
 R = 125.00'  
 LC = 4.82'  
 N 7°58'29" E

Δ = 4°28'40"  
 L = 277.57'  
 R = 3551.68'  
 LC = 277.50'  
 N 43°32'26" W

Δ = 45°05'36"  
 L = 11.81'  
 R = 15.00'  
 LC = 11.50'  
 N 68°19'33" W

Δ = 94°51'02"  
 L = 297.40'  
 R = 179.65'  
 LC = 264.59'  
 N 43°29'46" W

Δ = 4°10'09"  
 L = 276.63'  
 R = 276.57'  
 LC = 276.57'  
 S 43°46'02" E

Δ = 173°27'06"  
 L = 180.00'  
 R = 544.91'  
 LC = 359.41'  
 S 89°27'56" E

### AGRICULTURAL NOTE

Agriculture is the preferred use in the agriculture zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restrictions on the basis that it interferes with activities of future residents of this subdivision.

### NOTES:

- 10' wide Public Utility and Drainage Easements (P.U.&D.E.) on front lot lines as indicated by dashed lines except as otherwise shown.
- All Lots will have a 20' Frontage and 5' Side (20' Corner) and Rear Yard Building Setback except as otherwise shown.

TENTATIVE FINAL

**GREAT BASIN ENGINEERING**  
 5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN (801) 394-4515 S.L.C. (801) 521-0222 FAX (801) 392-7544  
 WWW.GREATBASINENGINEERING.COM

ENGINEER:  
 Great Basin Engineering Inc  
 c/o Andy Hubbard  
 5746 South 1475 East Suite 200  
 Ogden, Utah 84405  
 (801) 394-4515

DEVELOPER:  
 Terakee Investments, LLC  
 c/o Brad Blanch  
 1000 East 3400 North  
 North Ogden, UT 84414  
 (801) 668-8565

Sheet 2 of 2

WEBER COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND  
 RECORDED \_\_\_\_\_ AT \_\_\_\_\_  
 IN BOOK \_\_\_\_\_ OF OFFICIAL  
 RECORDS, PAGE \_\_\_\_\_ RECORDED  
 FOR \_\_\_\_\_

WEBER COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY



\*W3172131\*

EH 3172131 PG 1 OF 30  
LEANN H KILTS, WEBER COUNTY RECORDER  
30-JUL-21 224 PM FEE \$40.00 DEP FV  
REC FOR: BRAD BLANCH

**Recorded Against: Phase One of The Barn at Terakee Farms PRUD; Entry No. 3151981  
Book 80, Pages 50 & 51, May 11, 2021.**

15-749-0001 THRU 0038 DB  
BST TH

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS**

**FOR**

**TERAKEE RESIDENTIAL  
NEIGHBORHOODS**

June 8, 2021

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TERAKEE RESIDENTIAL  
NEIGHBORHOODS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Terakee Residential Neighborhoods (the "Declaration") is made this 8th day June, 2021, by Terakee Properties LP, a Utah Limited Partnership ("Declarant"). This Declaration replaces and supersedes entirely the Declaration of Covenants, Conditions and Restrictions for Terakee Residential Neighborhoods dated May 2021 and recorded on May 11, 2021, as Entry No. 3151993 in the official records of the Weber County Recorder (the "Superseded Declaration.") The Superseded Declaration is terminated and of no further effect. This Declaration takes its place.

**RECITALS**

A. Declarant is the fee owner of certain real property located in Weber County, Utah, described on Exhibit A attached hereto.

B. Declarant intends to develop the Real Property into a planned residential neighborhood of single-family detached residences, an assisted senior living center and certain accessory dwelling units.

C. Declarant deems it desirable to establish covenants, conditions and restrictions upon the Real Property and each and every portion thereof, which will constitute a general design for the development, government and management of the Real Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and enhancing the quality of life in the Project.

D. Declarant deems it desirable for the efficient development, government and management of the Real Property to create Terakee Farms, Inc., a corporation in the State of Utah, to which shall be delegated and assigned, as described further in this Declaration, the powers of (i) administering and enforcing these covenants, conditions and restrictions, (ii) collecting and disbursing funds pursuant to the assessments and charges hereinafter created, and (iii) performing such other acts as are herein provided to which generally benefit the residents of the Project.

E. Terakee Farms, Inc. has been incorporated under the laws of the State of Utah for the purpose of exercising such powers and functions referenced in Recital D above; and has been registered with the Utah Division of Corporations and Commercial Code.

F. The Project is not a cooperative.

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the Real Property, including each Lot, hereafter shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Real Property and all parties having or acquiring any right, title or interest in or to the Real Property, or any part thereof, and shall inure to the benefit of each owner thereof.

**DEFINITIONS**

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

- **"Architectural Committee"** means the architectural committee or committees established by Terakee Farms, Inc.
- **"Architectural Rules"** means any rules, guidelines, standards and procedures outlined in this Declaration.
- **"Articles"** means the Articles of Incorporation of Terakee Farms, Inc., which have been, or will be, filed in the Division of Corporations and Commercial Codes of the State of Utah. Such Articles may be amended from time to time, or of any successor thereto.
- **"Assessments"** means the charges levied and assessed pursuant to this Declaration.
- **"Accessory Dwelling Unit"** means an ancillary or Accessory Dwelling Unit, which is not the Principal Dwelling Unit on a Lot, but which is part of either a detached garage or a separate building.
- **"Board"** means the Board of Directors of Terakee Farms, Inc.
- **"Declarant"** means Terakee Properties LP, or any Owner to whom Declarant assigns Declarant's rights, powers and duties hereunder (which Declarant may do in its sole and absolute discretion)

and who accepts the same, as may be established by a Notice of Assignment referring to this Declaration and recorded in the Real Property Records of Weber County, Utah.

- **"Declaration"** means this instrument, as it from time to time may be amended.
- **"Dwelling Unit"** means any building or portion of a building situated upon a Lot.
- **"Improvement(s)"** shall mean each and every physical improvement of any kind whatsoever to any portion of the Real Property, including, but not limited to, any excavation, grading, fill work, building, Dwelling Unit, walkway, driveway, road, parking area, wall, fence, utility installation, drainage facility, stairway, patio, courtyard, pole, sign, or any trees, grass, plants, shrubs or other landscaping and any and all components of any of the foregoing (including, but not limited to, exterior paint, texture, color and finish) and any and all modifications, alterations of, or additions to, any of the foregoing.
- **"Lot"** means any parcel of real property designated as a numbered lot on a Plat and any Improvements located thereon. The platted lots are referred to collectively herein as "Lots," and all such Lots in the Project are subject to the Declaration.
- **"Agricultural Preservation Fund"** means a fund managed by Terakee Farms, Inc. designed to maintain and preserve the agricultural heritage of the area.
- **"Open Space"** means all areas of the Project outside the boundaries of defined Lots, including without limitation the common areas, agriculture space, landscaped areas, and roads, which are to be exclusively owned and operated by Terakee Farms, Inc. as provided in this Declaration. The Declarant hereby grants to each Owner a non-exclusive easement to access and use any trails located by the Declarant and/or Terakee Farms, Inc., in the Open Space at any time. Notwithstanding anything in this Declaration implied or expressed to the contrary, such easement(s) will be immediate, unconditional, and perpetual.
- **"Owner"** means one or more Persons who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, but excluding those having any such interest merely as security for the performance of an obligation. If fee title to a Lot is owned by a Purchaser,

the Purchaser/Owner of the fee title and not the lessee of such Lot shall be deemed the Owner regardless of the term of the lease.

- **"Person"** means an individual, corporation, partnership, trust, limited liability company or other entity capable of holding title to real property, and their respective heirs, successors and assigns.
- **"Plat"** means each plat for each phase of the Project as recorded in the Official Records of Weber County, Utah, which plats collectively subdivide the Real Property, as amended from time to time..
- **"Principal Dwelling Unit"** means the Dwelling Unit on a Lot that has been constructed to be the principal or primary Single Family living quarters on the Lot.
- **"Project"** means Terakee Farm, a Planned Residential Unit Development (PRUD) project located on the Real Property.
- **"Purchaser"** means any Person, other than Declarant or Heritage Land Development, LLC (or any of its affiliates), who by means of a voluntary transfer becomes the Owner of a Lot.
- **"Real Property" or "Property"** means all the real property located in Weber County, Utah, which is described on Exhibit A attached hereto, together with all Improvements located thereon or to be located thereon and all easements, rights and appurtenances belonging thereto.
- **"Residence"** means the Principal Dwelling Unit, any appurtenant Accessory Dwelling Unit, garage, patio and other Improvements on the underlying Lot..
- **"Single Family"** means an individual, or a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household.

### **TERAKEE FARMS, INC.**

General Duties and Powers. In addition to the duties and powers provided by law and enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, Terakee Farms, Inc. shall have the specific duties and powers specified in this Part:

- Maintain and otherwise manage all of its properties to the full extent permitted by law, including the Open Spaces.
- To contract with Lot Owners, only by separate agreement in each party's discretion, for front, side, and/or back yard landscaping and maintenance.
- Contract for services not provided by Weber County or local districts or municipalities, including secondary water service, etc., by separate agreement with Lot Owners in each party's discretion.
- Provide snow removal and road maintenance, for all private roadways within the Project.
- The Board of Directors of Terakee Farms, Inc. has been established under the Terakee Farms, Inc. Articles of Incorporation. Additional Board of Directors may be nominated with the majority approval of existing Board Members. The maximum number of Board Members shall be twelve (12). An approved open Board Membership shall be filled within six (6) months from the time it becomes vacant.
- Terakee Farms, Inc., agrees to manage, operate and maintain the Open Space and all Improvements thereon for a period of twenty years from the date of recording of this Declaration, substantially as set forth in the Agricultural Plan attached hereto as Exhibit C.

**COVENANT FOR ASSESSMENT**

Each Owner of any Lot by acceptance of a deed or other conveyance by which such Owner becomes the Owner of a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Terakee Farms, Inc. the assessments and/or other fees to be fixed, established and to be collected from time to time as provided in this Declaration. Such assessments and/or other fees, together with interest thereon, late charges, attorney's fees, court costs, and other costs of collection thereof, shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when such assessment and/or other fees become due. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner unless expressly

assumed by them.

Purpose of Assessments:

A. Agricultural Open Space Preservation: At the time legal title to a Lot passes to a Purchaser, the Purchaser shall pay Terakee Farms, Inc., a transfer assessment fee in the amount of \$5,000. The following are not subject to the fee: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes; (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) the transfer of a Lot owned by a financial institution or third party lender. Terakee Farms, Inc., agrees to promptly deposit and retain in a segregated account all assessment fee revenues collected by it under this Declaration, solely for the following purposes, and nothing else: (i) use in the development, maintenance and preservation of Open Space, and/or (ii) construction and installation of secondary water service lines, systems, and facilities to the Lots. No more than twice annually, any Owner may request from Terakee Farms, Inc., and Terakee Farms, Inc. agrees to promptly provide, an accounting showing the collection and disbursement of all assessment fee revenues, along with copies of the statements from the segregated account.

B. Secondary Water System: Terakee Farms, Inc. has arranged with one or more local government entities to provide pressurized secondary water service to the Project and to each Lot. Any Owner may contract with Terakee Farms, Inc. relating to the provision of secondary water service to the Owner's Lot, on terms acceptable to both Terakee Farms, Inc., and the Owner each in their own discretion. Such agreement may provide for annual or other periodic payments from Owner to Terakee Farms, Inc., relating to secondary water services provided by Terakee Farms, Inc.

C. Landscaping, etc. Terakee Farms, Inc. is available to provide front, side, and/or back yard improvements and maintenance for each Lot. Any Owner may contract with Terakee Farms, Inc. relating to such landscaping on the Owner's Lot, on terms acceptable to both Terakee

Farms, Inc., and the Owner each in their own discretion. Such agreement may provide for monthly, annual or other periodic payments from Owner to both Terakee Farms, Inc relating to services provided by both Terakee Farms, Inc.

D. Snow Removal/Road Maintenance. Terakee Farms, Inc. may levy a special assessment from time to time (“Special Assessment”) against all Lots and/or the Owner(s) for the sole purpose of reimbursing the costs actually incurred by Terakee Farms, Inc., for snow removal and road maintenance within the Project.

**USE RESTRICTIONS**

- Scope. Except as otherwise specified, the provisions of this Part shall apply to all of the Project.
- Residential Use. All Lots shall be used, improved and devoted to residential use and as otherwise permitted hereunder. Each Dwelling Unit construction on the Real Property may be occupied only by a Single Family. A Lot may be used for residential purposes in the fullest extent permitted by applicable zoning and other codes and municipal requirements and stipulations.
- Commercial Use. Except for Declarant's or Heritage Land Development, LLC’s (or any of its affiliates, including Sierra Homebuilders, LLC), use of the Project for display and exhibit purposes, for the maintenance of sales facilities, and for purposes of selling Lots and/or constructing Dwelling Units and Improvements, no part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purpose. Notwithstanding the foregoing to the contrary, a Lot may be used for a home-based and Owner owned and operated business so long as all the following criteria are met: the business complies with all applicable zoning and other codes and municipal requirements and stipulations.
- Improvements, Alterations and Architectural Committee Control. All Real Property within the Project is subject to review by Architectural Committee for compliance with this Declaration. Except for construction work undertaken by Declarant or its agents or contractors or by Heritage Land Development, LLC or its affiliates. No Improvements may be constructed or installed on any

Real Property within the Project and no construction, alterations, repairs, excavations, grading or other work (exclusive of landscaping) which in any way alters the exterior appearance of any Real Property within the Project, or the Improvements located thereon, from its natural or improved state existing on the date such property was first conveyed to a Purchaser, shall be made or done without the prior written approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No Accessory Dwelling Unit may be constructed on a Lot prior to the construction of a Principal Dwelling Unit on the Lot.

- Architectural Design. The architectural style of Dwelling Units must be harmonious with the natural landscape and consistent with the Project as a whole . Each Dwelling Unit on a Lot within the Project shall have a front porch and at least a two car garage. Traditional and/or modern farmhouse architectural designs are desired. No aluminum or vinyl siding will be allowed. The exterior material of the Dwelling Unit should include natural stone, brick, stucco, cement or composite board siding, or other material acceptable to the Declarant. Mixing of materials shall be done sensitively so as to not distract from the design of the Dwelling Unit. Heavier (load bearing) materials should be closer to the base of the Dwelling Unit (i.e., wood above stucco or masonry, or stucco above masonry and stone). Change of any materials should occur naturally, according to style. Colors for all exterior materials (trim, brick, stone, mortar, stucco, etc.) should be appropriate to the architectural style (i.e., earth tones). Brightly colored accents are allowed on a limited scale. The exterior material shall not be exposed cinder block. If the exterior material is stucco or other similar material, at least twenty percent (20%) of the exterior of the Dwelling Unit shall be stone or brick.
- Minimum Dwelling Unit Size. Any Principal Dwelling Unit erected, permitted or maintained on any Lot shall have a minimum livable footprint, excluding garage, porches, guest house, permitted basement level or below grade levels (if any), and patios, of 1,500 square feet for a single story, or 2,000 square feet for a two-story. Any Accessory Dwelling Unit erected or maintained on any Lot that is not attached to or part of a garage shall have a minimum livable square footage of four hundred (400) square feet.

- Dwelling Unit Construction. New Dwelling Unit construction on residential Lots must begin within six (6) months after date of recording of the first deed to any Owner than the Declarant or Heritage Land Development, LLC, , and must be substantially complete within twelve months after commencement. .
- Roofing Material. All roofing material used shall be solely asphalt shingle or primarily asphalt shingle with minor metal accents, unless otherwise authorized and approved in writing by the Architectural Committee.
- Walls and Fences. All perimeter fences or Boundary Fences, gates and garden walls shall be constructed of woods, vinyl, rock, stone, brick or other masonry. Chain link fences are not permitted. Accent panels or decorative trim may be used with prior written approval and authorization of the Architectural Committee.
- Shared Cost of Boundary Fences. The cost of any boundary fence constructed upon the dividing property line or boundary between Lots (a "Boundary Fence") or near or adjacent to said dividing property line when existing easements prevent a fence from being located on the dividing property line, shall be shared, on an equal basis between the adjacent Lot Owners whether the said Owner is a contractor or adjoining Lot Owner. If the adjoining Lot Owner had already constructed said Boundary Fence, the adjacent Owner shall reimburse said adjoining Lot Owner for one-half (1/2) of the actual cost of said Boundary Fence, as evidenced by actual receipts and invoices. Said amounts shall be paid in cash within sixty (60) days from proof of construction costs. If the Boundary Fence has not yet been constructed, then the Owners shall share the cost, on an equal basis, with its adjacent Owner or Owners. In the event of a dispute between Owners with respect to the cost of installation of a Boundary Fence or with respect to sharing of the cost thereof, then, upon written request of both of such Owners addressed to the Architectural Committee, the matter shall be submitted for arbitration before the Architectural Committee under such rules as may from time to time be adopted by the Architectural Committee. The decision of the Architectural Committee shall be final and conclusive.
- New and Permanent. All Dwelling Units and other structures on the Property shall be of new and permanent construction, and no structure shall be moved from any location on or off the

Property.

- Air Conditioners. No air conditioning units, heating units, compressors, evaporative coolers, or similar equipment shall be constructed or installed on the roof, or in the windows, or in or on the exterior walls of any Dwelling Unit in the Project, unless otherwise approved by the Architectural Committee.
- Solar Panels. No solar panels shall be installed on any Dwelling Unit or Lot without the prior written approval and authorization of the Architectural Committee. If such approval is granted, the Architectural Committee may specify the size and type of solar panels allowed, and the location where they may be installed.
- Planting and Landscaping. Except for (i) such planting and landscaping as is installed by Declarant and is in an area maintained by Terakee Farm, Inc., and (ii) such planting and landscaping as is not visible from the street, no fence, hedges or walls shall be erected or maintained on any Lot without the prior written approval of the Architectural Committee. These restrictions shall not apply to Declarant's activities or the activities of Heritage Land Development, LLC (or any of its affiliates, including without limitation Sierra Homebuilders, LLC. Native landscaping techniques shall be used throughout the Project and on Lots.
- Installation and Maintenance of Landscaping Improvements. Within one-hundred and twenty (120) days after the date on which Weber County issues a Certificate of Occupancy for a Dwelling Unit on a Lot, the Owner of each Lot shall install plants and other landscaping improvements (together with a sprinkle or drip system sufficient to adequately water the native plants and other landscaping improvements) in the front yard and side yard (if such side yard is visible from the street) of the Lot (if and to the extent not previously installed by the Declarant) in a manner that, together with the grass or other landscaping already installed in the front yard and the landscaping already installed in the landscape strips of his Lot, would give such portion of the Lot an attractive and fully landscaped appearance. All shrubs, trees and other plants of any kind installed (other than those initially installed by the Declarant) or, from time to time, replaced in the front yard and side yard (if such side yard is visible from the street) of the Lot, must be selected from a list approved by the

Architectural Committee. If disease or other natural hardships for a particular species of plant occurs, the Architectural Committee may elect to replace such species of plant with an equivalent plant of a different species. The grass, plants, trees and other landscaping improvements shall be installed in accordance with plans approved in writing by the Architectural Committee. All landscaping on a Lot and in Common Areas shall be maintained in accordance with approved landscaping plans for the Project and good native landscaping maintenance practices. Dead plants shall be promptly replaced by identical specimens or other approved plants; except that flowers and other annuals may be replaced or changed at the discretion of the Owner. Notwithstanding anything in this Declaration to the contrary, neither the Architectural Committee nor this Declaration shall or may prohibit low-water usage landscaping.

- Antennae. No television, radio, or other electronic antennae or satellite dish or device of any type shall hereafter be erected, constructed, placed or permitted to remain on a Lot or elsewhere within the Project unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same is contained within a building, or unless the same is not visible from the street.
- Utility Service. Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electronic current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Dwelling Units or other structures approved by the Architectural Committee.
- Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage or other out-building shall hereafter be used at any time, on any portion of the Real Property for a residence, either temporarily or permanently. Temporary buildings or structures, approved by

the Architectural Committee for use during the construction of a Dwelling Unit, shall be removed immediately after the completion of construction. Declarant shall be permitted to place temporary buildings or structures on portions of the Real Property for the purposes of conducting sales or construction operations.

- Drainage; Interruption of Barriers. No Owner shall erect, construct, maintain, permit or allow any fence, landscaping or other Improvement or other obstruction or alteration of any grading (i) which would interrupt the normal drainage of the Lot or land from its natural or improved state existing on the date such property was first conveyed in fee by Declarant to an Owner or (ii) within any area designated on a Plat (or other building document) as a "Drainage Easement," except that, with the prior consent of the Architectural Committee, non-permanent structures, including fences, may be erected in those areas which contain only underground closed conduit drainage facilities. No Owner shall erect, construct, maintain, or allow any fence, landscaping or other Improvement or other obstruction or alteration of any grading which would interrupt any physical or chemical termite "barrier" on the Lot or land in the improved state existing on the date such property was first conveyed in fee by Declarant to an Owner.
- Machinery and Equipment. No machinery or equipment of any kind which is visible from neighboring property shall be placed, operated or maintained upon or adjacent to any Lot or other Real Property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Dwelling Unit, appurtenant structures, or other improvements and except which Declarant may require for the operation and maintenance of the Open Space and the Real Property or which is utilized in connection with Declarant's permitted uses and/or the permitted signs of Heritage Land Development, LLC (or any of its affiliates).
- Signs. No sign of any kind which is visible from neighboring property shall be installed or displayed on any Lot or Common Area except: (i) such signs as may be used by Declarant and/or Heritage Land Development, LLC (or any of its affiliates) in connection with the development and sale of Lots and/or Dwelling Units or Common Area in the Project; (ii) such

- signs as may be required by legal proceedings, or which by law, may not be prohibited; (iii) such signs as may be required for traffic control; or (iv) such other signs (including, but not limited to, construction job identification signs, builders' signs, subdivision identification signs, "for sale" signs, "for lease" signs, temporary "rent" signs, and "garage sale" and similar signs) as are in conformance with the requirements of Weber County and which have been approved in advance in writing by the Architectural Committee (which approval may be in the form of rules and regulations of general applicability) as to size, colors, design, message content, number and location.
- Clothes Drying Area. Clothes lines and similar equipment shall be permitted, but only if installed in the rear yard of a Lot, screened or otherwise not visible from the street. Otherwise, no portion of any Lot shall be used as a drying or hanging area for laundry of any kind.
  - Window Covers. Interior curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, reflective material, newspaper or other materials not customarily made for use as window covers may be installed or placed upon the inside or outside of any Dwelling Unit or other structure if visible from neighboring property. Exterior awnings, canopies, shutters and similar items, other than as may have been originally constructed and installed by Declarant, may not be installed without prior written approval of the Architectural Committee if visible from the street.
  - Flags; Flagpoles. United States or State flags may be displayed if attached to a Dwelling Unit. Freestanding flagpoles may be used by Declarant, but otherwise are not permitted. Flagpoles attached to a Dwelling Unit (e.g., to a column or fascia) shall not exceed such size as shall be reasonably necessary to secure the flag.
  - Basketball Standards. Basketball standards and hoops, whether attached to a Dwelling Unit or freestanding, and whether visible from the street, shall be permitted so long as they are located behind the building front setback line of the Lot, and so long as they are properly maintained in good repair.
  - Trucks, Trailers, Campers and Boats. No vehicle may be left upon any portion of the Project

- except in a garage, driveway, parking pad, or other area designated by the Architectural Committee. Notwithstanding the foregoing, commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Project other than within an enclosed garage; provided however, that one boat may be temporarily kept or stored completely on a parking pad on a Lot for not more than four (4) nights within each calendar month. This Section shall not apply to emergency vehicle repairs. Vehicles shall include, without limitation, automobiles, trucks, boats, jet skis, trailers, motorcycles, campers, vans, all-terrain vehicles, recreational vehicles, and any and all other motorized vehicles.
- Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street in the Project, and no inoperable vehicle (including, without limitation, vehicles with flat tires) may be stored or parked on any such Lot or street, so as to be visible from the street or to be visible from any neighboring property; provided, however, that any such vehicle may be stored or parked entirely within an enclosed garage; and provided further that the provisions of this Section shall not apply to emergency vehicle repairs or to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved in writing by the Architectural Committee.
  - Parking. Vehicles of all Owners, lessees and residents, and of their employees, guests and invitees, are to be kept in garages, carports, residential driveways of the Owner and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking in the Project is otherwise prohibited or the parking of any inoperable vehicle; provided, further, the Architectural Committee may promulgate rules and regulations limiting or restricting parking of vehicles during designated hours and on designated streets.
  - Garbage, Trash, Debris and Hazardous Materials. No rubbish, hazardous materials, or debris of

any kind shall be placed, stored, or permitted to accumulate upon or adjacent to any Lot or other portion of the Project and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion of the Project unsanitary, unsightly, offensive or detrimental to any other Lot or other portion of the Project or to its occupants. No garbage or trash shall be placed or kept on any Lot or other portion of the Project except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the time reasonably necessary to effect such collection. The Architectural Committee shall have the right, in its sole discretion, to require all Owners to place their garbage or trash containers at a specific location for collection or to require all Owners to subscribe to a trash collection service. All rubbish, trash and garbage shall be removed from the Lots or other portion of the Project and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot or other portion of the Project. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

- Fires. Other than barbecues in properly constructed barbecue pits or grills, and fire pits in compliance with this Declaration, no open fire shall be permitted on a Lot or other portion of the Project nor shall any other similar activity or condition be permitted.
- Nuisances. No Owner shall suffer anything to be done or kept about or within his Lot or on or about the Project, which may cause the insurance to be canceled or the premiums of such insurance to be increased for any Lot or other portion of the Project, or which may obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises (including but not limited to loud or disturbing noise or sounds in the evening hours) or otherwise, nor will he commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner shall comply with the Board, the requirements of all health authorities and other governmental authorities having jurisdiction over the Project. The Architectural Committee in its sole discretion shall have the right to determine the existence of any such nuisance.
- Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property that

shall induce, breed or harbor infectious plant diseases or noxious insects.

- Compatibility With Agricultural Uses. Each Owner agrees not to use certain pesticides or pesticides not listed on an approved list for organic methods to be provided by Terakee Farms, Inc., and each Owner also agrees not to engage in certain activities that might jeopardize the organic certification of the farm tracts.
- Mining. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind, except for grading and excavation work and the removal of fill material including, but without limitation, gravel, rock and sand, in connection with the construction of Dwelling Units, buildings, structures or other improvements which have been approved in writing by the Architectural Committee, as applicable, except for grading, excavation and removal work being performed by, or on behalf of Terakee Farms, Inc. in the fulfillment of its obligations under this Declaration, and except in connection with normal development or construction activities permitted by this Declaration..
- Safe Condition. Without limiting any other provision in this Part, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots.
- Encroachments. No tree, shrub, or planting of any kind on any property shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee.
- Model Homes. The Declaration does not prohibit the construction and maintenance of model homes by persons engaged in the construction or marketing of Dwelling Units within the Project or parking incidental to the visiting of such model homes.
- Variances. The Architectural Committee may, at its sole option and in extenuating

circumstances, grant variances from restrictions set forth in this Declaration if the Committee determines, in its sole discretion:

A. That either (i) enforcement of a particular restriction would create a substantial hardship or burden on an Owner or occupant, or (ii) a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete; and

B. That the activity permitted under the variance will not have any substantial adverse effect on the Owners and occupants and is consistent with the high quality of life intended for residents of the Project.

- Declarant's Exemption. Notwithstanding any other provision of this Declaration, the Articles, Bylaws or Architectural Rules, it shall be expressly permissible for Declarant and Heritage Land Development, LLC (or any of its affiliates) or its/their duly authorized agents, employees and representatives to maintain during the period of construction and sale of Lots and/or Dwelling Units such facilities, structures, signs or other sales-related items as are necessary or convenient, in the sole opinion of Declarant, to the sale of the Lots and/or Dwelling Units, including without limitations, a business office, storage area, construction yards, model units or homes and sales offices, and to otherwise construct Dwelling Units in accordance with its plans and specifications.
- Enforcement. Terakee Farms, Inc. shall, and the Architectural Committee may, enforce this Declaration and in so doing Terakee Farms Inc. and/or the Architectural Committee, or its/their respective authorized agents, may upon reasonable written notice, enter any Lot in which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. No member of the Architectural Committee shall be liable to any Owner or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance.

**ARCHITECTURAL COMMITTEE**

- Approval of Plans. No Improvements shall be commenced, erected or maintained within any portion of the Property (other than by Declarant or Heritage Land Development, LLC or any of its affiliates in the ordinary course of constructing Dwelling Units or developing the Project) unless and until detailed plans and specifications (including site plans) showing the proposed nature, location, identity, type, and quality of proposed materials, size, area, height, color, shape and design of the proposed Improvements, as well as the general contractor or construction manager, as the case may be, and any other matters required by this Declaration, have first been approved by the Architectural Committee. No Improvement shall be commenced, erected or maintained within the Property (other than by Declarant or Heritage Land Development, LLC or any of its affiliates in the ordinary course of constructing Dwelling Units or developing the Project) except in compliance with this Declaration and with the approved plans and specifications for such Improvements. Terakee Farms, Inc. shall designate, at its sole discretion, one-half of the members of the Architectural Committee, and the remaining one-half of the members of the Architectural Control Committee shall be designated by: (i) Heritage Land Development, LLC, so long as it owns at least one Lot in the Project, or (ii) majority vote of the Owners, after Heritage Land Development, LLC no longer owns any Lot in the Project. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of Architectural Committee. Once approved by the Architectural Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Architectural Committee.
- Architectural Rules and Committee Procedures. The Declaration shall be followed by Owners in preparing and submitting plans and specifications and shall be used by the Architectural Committee in reviewing plans and specifications for proposed Improvements, in rendering its decisions and otherwise performing its functions under this Declaration. The Architectural Committee may promulgate such further or additional rules, so long as such further or additional Architectural Rules shall not be inconsistent with the terms of this Declaration and if

there are any inconsistencies, the provisions of this Declaration shall control. All decisions of the Architectural Committee shall be by simple majority vote of the Committee members. In the event of a tie, the matter may be, at the option of the Owner, taken to Court for judicial decision or submitted to an independent architect engaged by the Architectural Committee. If the members of the Architectural Committee cannot agree by majority vote to a single architect, then one-half of the members may select one architect, and the other one-half of the members may select a second architect, and then those two architects must select a third architect, in which case the majority vote of those three architects will be the final decision. The submitting Owner will be responsible for all architect fees.

- Fee. The Architectural Committee may establish reasonable processing fees to defray its costs in considering any requests for approvals submitted to it. The appropriate fee shall be paid at the time the request for approval is submitted.
- Compensation; Delegations. The members of the Architectural Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Architectural Committee function or duty. Professional consultants retained by the Architectural Committee shall be paid such compensation as the Architectural Committee determines. The Architectural Committee may delegate its plan review responsibilities, except final plan approval, to one or more of its members or to architectural consultants which it retains.

### **GENERAL PROVISIONS**

- Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.
- Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

- Term. The covenants, conditions and restrictions and of this Declaration shall run with and bind the Project for a term of twenty (20) years from the date this Declaration is recorded. Upon expiration of this Declaration, the Owners may agree, by simple majority vote, to extend the term of this Declaration or to adopt new covenants, conditions and restrictions.
- Termination/Amendment. The provisions of this Declaration may be terminated or amended only with the approval of all of the following (i) a majority of the Owners, (ii) Terakee Farms, Inc., and (iii) Heritage Land Development, LLC as long as Heritage Land Development, LLC or any of its affiliates owns any Lot.

**AGRICULTURAL PLAN**

- Agricultural Parcel(s). Terakee PRUDs will include agricultural acres in Weber County, Utah. Areas labeled “Terakee Farm” on the overall and phased plats represent portions permanently dedicated to agricultural related activities as defined under Weber County’s Agri-Tourism Ordinance.
- Agri-Tourism. Agri-Tourism is an approved use on Terakee Farm as defined in Weber County’s Agri-Tourism Ordinance and labeled on Terakee PRUD Plats.
- Agri-Tourism Uses. Agri-Tourism uses require a Conditional Use Permit approved by Weber County. All structures built on Terakee Farm will be in compliance with Weber County’s Agri-Tourism Ordinance and established building standards. Uses may include, but are not limited to, an agricultural Farm Home, Agro-Ecology Research and Education Center, Nursery and Special Events, Livestock, U-Pick Operations, Amphitheater, Multi-Farm Open Air Market, Park/Play Area, Agricultural Arts Center, Baker/Café Featuring Farm Products, trail system designed to benefit the Owners.
- Terakee Farms, Inc. A corporation incorporated under the laws of the State of Utah for the purpose of exercising such powers and functions provided by the State of Utah. Terakee Farms, Inc. will be the sole owner of agricultural parcels identified and labeled within Terakee Neighborhoods.
- Timing. An Agri-Tourism Conditional Use Permit with Weber County will be applied for within eighteen (18) months after the completion of the final phase of Terakee PRUDs.

- Permitted Uses Prior to Agri-Tourism. Terakee Farms will be cultivated and managed for the pasturing, grazing and management of agricultural animals. Separate Conditional Use Permits will be applied for with Weber County for each usage. Residents of Terakee Neighborhoods shall not be permitted to engage in any activities that jeopardize organic farming activities and status.
- Trail System. Terakee Farms, Inc. will own and manage a trail system throughout the agricultural areas for the benefit and enjoyment of the residents of Terakee Neighborhoods and all Owners.
- Ownership. Terakee Farms, Inc. will be owned and operated separate from Terakee PRUD. Lot owners within Terakee PRUD have no ownership or involvement in management decisions, including, but not limited to, Agri-Tourism use and operation.
- Community Supported Agriculture. A dedicated portion, the size and scope to be determined at the sole discretion of Terakee Farms, Inc. will be allocated to Community Support Agricultural usage for the sole benefit of residents of Terakee Neighborhoods and Owners.
- Irrigation. Terakee Farm agricultural parcels have historically been flood irrigated with Hooper Irrigation Company water shares. At, or before, the completion of the each phase of Terakee PRUD a pressurized sprinkle and/or drip irrigation system will be designed and implemented by Terakee Farms Inc. as approved by Weber County for all Open Spaces within the development. All agricultural parcels may be irrigated at the sole discretion of Terakee Farms, Inc.

### **OPEN SPACE PRESERVATION PLAN**

- Open Space Areas. Open Space areas have been, or will be, identified on subdivision plats within Weber County, Utah. All open space areas labeled on Terakee plats will be owned and managed by Terakee Farms, Inc.
- Buck Ditch. The “Buck Ditch” is a privately managed ditch carrying secondary water from the Hooper Irrigation Company’s main canal to water users to the south of Terakee PRUD. An easement, not ownership, has been created for the maintenance and management of the Buck Ditch. Any repair or maintenance of the Buck Ditch must be approved in advance by Terakee Farms, Inc.
- Hooper Irrigation Company Main Canal. Hooper Irrigation Company’s main canal runs from

east to west along the northern most portion of Terakee PRUD as labeled on subdivision plats. Hooper Irrigation has an easement, not ownership, for service and management across this main water canal. Any repair or maintenance on the Hooper Irrigation Company Canal within Terakee PRUD must be approved in advance by Terakee Farms, Inc.

- Open Space Areas A & B. Open Space Areas A & B labeled on Phase One of Terakee PRUD Subdivision Plat will be landscaped and maintained by Terakee Farms, Inc. Open Spaces A & B will be sprinkle and/or drip irrigated by access from the onsite pressurized secondary water system defined in engineering drawings and will be owned and maintained by Terakee Farms.
- Open Space Area C. Open Space C is a Private Reflection Park owned, designed, maintained and managed by Terakee Farms, Inc. for the sole benefit and usage of residents of Terakee Neighborhoods and Owners. Open Space C will be sprinkle and/or drip irrigated by access from the onsite pressurized secondary water system defined in engineering drawings.
- Open Space Area D. Open Space D labeled on Phase One of Terakee PRUD Subdivision Plat will be the location of an Assisted Senior Living center. Prior to structures or landscaping being built on Open Space D, plans will be submitted for the approval from Weber County. Open Space D will be privately owned and maintained by Terakee Farms, Inc.
- Open Space Areas E & F. Open Space Areas E & F labeled on a future phase of Terakee PRUD Subdivision will be landscaped and maintained by Terakee Farms, Inc. Open Spaces E & F will be sprinkle and/or drip irrigated by access from the onsite pressurized secondary water system defined in engineering drawings.
- Open Space Areas G & H. Open Space Areas G & H labeled on a future phase of Terakee PRUD Subdivision will be landscaped and maintained by Terakee Farms, Inc. Open Spaces G & H will be sprinkle and/or drip irrigated by access from the onsite pressurized secondary water system defined in engineering drawings.

**PRESSURIZED SECONDARY WATER SYSTEM**

- Pressurized Secondary Water Pond Location. A pressurized secondary water pond and pump system will be located on the Agricultural Parcel within the Project to service the Project and the Lots.

- **Ownership & Maintenance.** The pressurized secondary water pond and system will be solely owned and managed by Terakee Farms, Inc. Repairs and maintenance will be the sole responsibility of Terakee Farms, Inc.
- **Building Lot Secondary Water Usage.** Each Lot will have the maximum amount of secondary water displayed on the applicable Plat. Each Lot will be metered separately.
- **Culinary Water.** Culinary Water will be provided by Taylor West Weber Water District, or any successor governmental agency or water company. Culinary water will not be allowed to be used to irrigate yards or landscaped areas.

**MISCELLANEOUS**

- **Remedies.** The Owners, by simple majority vote on the basis of one vote per Lot, will have the right to enforce observance and performance of all obligations and terms set forth in this Declaration, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Declaration, to an injunction either prohibitive or mandatory Each right and remedy set forth in this Declaration is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided or as provided by law, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions of this Declaration. Any Owner has standing to enforce or file an action under or relating to this Declaration.
- **Owner Liability.** Each party that violates any of the provisions of this Declaration is liable for payment to the affected party(ies), and hereby indemnifies and holds harmless the affected party(ies) from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney’s fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the affected party(ies) all sums of money which the affected party(ies) may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are due and payable upon

demand by the affected party(ies).

- **Insurance.** Terakee Farms, Inc., must at all times maintain the following insurance:
  - A public general liability insurance policy covering the Terakee Farms, Inc., its officers, Board members and managing agents, having at least a Two Million Dollars (\$2,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Open Space. Each Owner shall also be an insured.
  - Terakee Farms, Inc. shall maintain a blanket policy of property insurance covering Open Spaces and all buildings and improvements within the Open Spaces. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property’s insurable replacement cost but not more. If a loss occurs that is covered by the property insurance policy in the name of Terakee Farms, Inc., and another property insurance policy in the name of an Owner, then the Terakee Farms, Inc.’s policy provides primary insurance coverage, and: (i) the Owner is responsible for the Terakee Farms, Inc.’s policy deductible; and (ii) the Owner’s policy, if any, applies to that portion of the loss attributable to

the Terakee Farms, Inc.'s policy deductible.

- o Terakee Farms, Inc., shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling assessment funds collected under this Declaration. Such fidelity coverage shall: (i) name each Owner as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of Terakee Farms, Inc., as the case may be, at any given time; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Owners.

*Terakee Properties LP signature and approval shown on last page of this document*

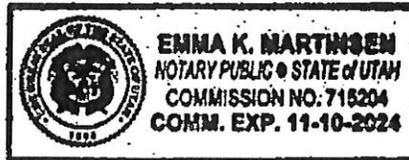
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first written above.

TERAKEE PROPERTIES LP  
a Utah Limited Partnership



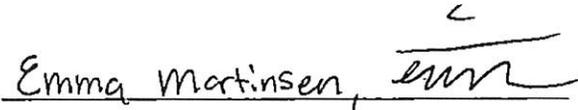
Brad A. Blanch  
General Partner

STATE OF UTAH )



COUNTY OF WEBER

On this date personally appeared before me, Brad A. Blanch, the signer of the foregoing instrument who duly acknowledged that he executive the same.



Notary Public

My Commission Expires:

11-10-24





**END OF CC&Rs**

**NO OTHER EXHIBITS BEYOND EXHIBIT "A"**

**Approved to be Recorded by Declarant  
Terakee Farms, Inc. & Terakee Properties, LP**

**By Brad Blanch**

