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 PEGGY FOY SULSER, Recorder
 WASATCH COUNTY CORPORATION
 For: CASCADES II AT SOLDIER HOLLOW L
 LC

WHEN RECORDED RETURN TO:

James C. Ziter, Attorney at Law
 339 East 3900 South, Suite 260
 Salt Lake City, Utah 84107

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is entered into by and between The Cascades at Soldier Hollow Homeowners' Association, Inc. by and through the Board of Trustees of "The Cascades At Soldier Hollow Home Owners' Association" and Cascades II at Soldier Hollow LLC ("Developer") and covers the property located in Wasatch County, Utah, more particularly identified by legal description and parcel number in Exhibit "B" which is the last exhibit attached hereto.

WITNESSETH:

WHEREAS, on or about April 14, 2006 Wasatch Mountain Development LLC recorded that certain "Declaration of Covenants, Conditions and Restrictions of The Cascades At Soldier Hollow" as Entry No. 299883 in book 847, pages 96-124 in the records of the Wasatch County Recorder (the "Original Declaration"). The Original Declaration covered approximately 62.21 acres, which was developed into 72 separate residential parcels (hereinafter "Phase I") and created the "Cascades at Soldier Hollow" subdivision (the Original Subdivision). Later, two of the separate residential parcels were combined into one parcel, resulting in their being 71 total separate residential parcels in the development.

WHEREAS, the Original Declaration was subsequently modified by that certain "First Amendment of Declaration of Covenants, Conditions and Restrictions of The Cascades at Soldier Hollow" recorded May 12, 2008 as Entry No. 335613 in book 966, pages 993-1038 (the "First Amendment"). The First Amendment was subsequently amended by that certain "Amendment To The First Amendment of Declaration of Covenants, Conditions, and Restrictions" recorded December 4, 2013 as Entry No. 396631, in book 1095, pages 1525-1529 (the "#1 Amendment"). The #1 Amendment was subsequently amended by that certain "Second Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions" recorded December 8, 2014 as Entry No. 407109 in book 1118, pages 1299-1307 (the "#2 Amendment").

WHEREAS, the Original Declaration gave rise to a homeowners association subsequently styled "The Cascades at Soldier Hollow Homeowners' Association, Inc.," (the "HOA") which was formed by the filing of Articles of Incorporation on or

about June 26, 2012, and which subsequently recorded its "Bylaws" on April 12, 2013 as Entry No. 388674 in book 1078 at pages 1385-1392.

WHEREAS, the Original Subdivision has been additionally governed by design guidelines memorialized in the Original Declaration and the amendments thereto, together with that certain "Amended Design Guidelines for the Cascades at Soldier Hollow" (the "Amended Design Guidelines") recorded on March 21, 2016, as Entry No. 422459 in book 1153 at pages 1350-1363. The foregoing design guidelines are further supplemented by that certain "Notice of Building Setback Requirements" recorded on June 5, 2012, as Entry No. 379523 in book 1057 at pages 88-89. The Amended Design Guidelines for the Cascades at Soldier Hollow, and the Notice of Building Setback Requirements are referred to collectively as the "Design Guidelines".

WHEREAS, the Original Declaration, First Amendment, #1 Amendment, and #2 Amendment, Articles of Incorporation, Bylaws, Amended Design Guidelines, and Notice of Building Setback Requirements, shall be referred to collectively as the "Master Declaration", and each of those documents are attached to this Agreement by reference as if fully set forth as an exhibit hereto.

WHEREAS, Developer has purchased and intends to subdivide and develop an approximate 11 acre parcel of land, contiguous to Phase I, comprised of Wasatch County tax ID numbers OMI-1177-8 and OMI-11776 (collectively "Phase II" with a physical address, for reference purposes only as 550 Cascade Parkway, Midway, Utah 84049).

WHEREAS Wasatch Mountain Development and the City of Midway entered into that certain "Cascades at Soldier Hollow Subdivision Master Development Agreement" on or about July 15, 2008 that designated Phase II, now owned by Developer, as included in the Original Subdivision.

WHEREAS, Midway City considers that the land in Phase II is already governed by and part of the Original Subdivision, and both the Association and Developer want Phase II administered by the HOA and subject to the Master Declaration.,

WHEREAS, Phase II is not currently subject to the Master Declaration and the Master Declaration does not currently provide for the annexation of Phase II.

WHEREAS, the HOA members must amend the Master Declaration in order to annex Phase II by obtaining an affirmative vote of two-thirds of the members.

NOW, THEREFORE, contingent upon the necessary approval of the HOA members, the Parties agree as follows incorporating by reference the foregoing recitals and the documents referenced in those recitals as if fully set forth hereafter:

1. The HOA shall have the duty to proceed in good faith and with reasonable diligence to amend the Master Declaration so that the HOA has the authority and power to annex Phase II. Besides this duty, all other duties and obligations of the HOA under this Agreement shall become binding once an amendment to the Master Declaration is recorded in the Wasatch County Recorder's Office.
2. Phase II shall be officially designated as "The Cascades At Soldier Hollow Phase II." Upon the recording of the amendment to the Master Declaration described in Section 1, Developer shall proceed in good faith and with reasonable diligence to obtain approval of a final plat for Phase II. Prior to submitting a plat for approval to any government body, Developer shall obtain approval from the HOA's Board of Trustees (the "Board"). The primary purpose of the Board's review is to determine what elements of Phase II will be designated as Common Area, as that term is defined in the Master Declaration, and that the HOA will be responsible to maintain under the Master Declaration.
3. Subject to the terms herein, Developer agrees to submit Phase II to the terms and authority of the Master Declaration and agrees that the terms of the Master Declaration may be recorded on the title of the Phase II property. Upon the approval of a final plat by the appropriate authorities and the recording of that plat, the HOA shall cause a supplemental declaration to be recorded against all Phase II property to make it subject to the Master Declaration.
4. The HOA acknowledges that upon the addition of Phase II into the Original Subdivision, the HOA shall administer Phase II consistent with the Master Declaration as the same are modified herein.
5. Upon the recordation of the final plat and the supplemental declaration, Developer shall be entitled to Class A membership in the HOA and to one vote for each lot it owns, pursuant to the Master Declaration. Upon the transfer of any lot, the voting rights shall be transferred to the new owner pursuant to the Master Declaration.
6. Because of the differing layout of Phase II, the setbacks in Phase II shall comply with the Midway City setback requirement standards for this zone, which may differ from the setback requirements in the Master

Declaration. A concept plan showing approximate setbacks is attached as Exhibit "A" hereto.

7. The Cascade Parkway which will be replanted by Developer, will be maintained by the HOA once work on the parkway is complete.
8. All land depicted on the final plat as common area and dedicated to the HOA shall become HOA Common Area as that term is defined in the Master Declaration, and any subsequent amendments, pursuant to the terms of this Agreement ("Phase II Common Area").
9. Developer shall submit proposed plans for the Common Area to the Association for approval prior to beginning construction. Developer warrants that all Phase II Common Area will be constructed in accordance with applicable building codes, industry standards, and according to approved plans and specifications. All Phase II Common Area shall be constructed in a workmanlike manner.
10. Developer shall be responsible to maintain, repair, replace, and pay all real estate taxes and government assessments on all Phase II Common Area until construction of all Phase II Common Area has been completed and the first Phase II lot depicted on the final plat has been transferred to an owner. Once this requirement has been met, the HOA shall become responsible to maintain, repair, and replace all Phase II Common Area unless otherwise specified in this Agreement. "Owner," as used in this Section, shall mean a person that 1) purchases or otherwise acquires a lot with the intent to reside on said lot or 2) intends to own said lot for more than one year with the intent to lease it to a person that intends to reside on said lot. Owner shall not include any person that acquires an interest in a lot with the intent to improve and then sell said lot.
11. Except as expressly provided for elsewhere herein, Phase II lots shall not be subject to any HOA assessment while owned by Developer. However, once the HOA becomes responsible to maintain the Phase II Common Areas, as provided for in Section 11, Developer shall pay assessments to assist the maintenance of only the Phase II Common Area. Costs for maintenance of Phase II Common Areas shall be kept separate from other costs incurred by the HOA. Such costs shall be assessed pro rata to Developer owned lots. As Developer transfers Phase II lots to owners, as defined in Section 11, Developer's share of Phase II Common Area maintenance costs shall decrease proportionally. The portions of Phase II Common Area maintenance

costs not paid for by Developer shall be included as a monthly assessment, as described in the Master Declaration. Once a lot is transferred to an owner, as that term is defined in Section 11, the lot shall be subjected to assessments and all other requirements provided for in the Master Declaration and any amendments thereto.

12. If, within five (5) years of the date of this Agreement, Developer has not completed construction on all Phase II lots, Developer agrees that any lots still owned by Developer shall be subjected to all assessments provided for in the Master Declaration.
13. All provisions of the recorded documents referenced herein shall be amended to adopt the provisions of this this Agreement wherever inconsistent, as such provisions apply to Phase II.
14. The HOA and Developer agree that nothing in this Agreement shall be construed to obligate the HOA, under any circumstances, to complete, supervise, or oversee Developer's contemplated Phase II improvements, and that the HOA's duties to maintain, repair, or replace any portion of Phase II under the Master Declaration shall only apply to completed improvements.
15. By executing this Agreement, Developer agrees that, once construction has commenced, it shall prosecute the completion of Phase II in a timely manner and in good faith. Developer further covenants that it shall complete improvements within three (3) years of the date of this Agreement to all Phase II Common Areas (as depicted on the final plat), and the following if not otherwise included in the definition of "Common Area(s)": water mains, sewage lines, fire hydrants, roads, electrical, and other items required to begin construction of Living Units as that term is defined in the Master Declaration. In the event that Developer fails to complete said improvements within this three (3) year time period, the HOA may, without obligation, elect to hire licensed contractors to complete the improvements, with such improvements to be paid for by Developer.
16. Developer agrees to keep the HOA reasonably apprised of the progress of the construction of Phase II. The Board and its agents shall have the right to enter and inspect Phase II during construction. This right shall be exercised only after providing notice to Developer no later than seven days prior to the inspection. The Board shall comply with any reasonable safety requirements imposed by Developer during such inspection.

17. Developer shall be given an easement and right, in the amendment to the Master Declaration if such is approved as required, to cross HOA property and to access any water lines, sewer lines, or other utility lines located in Phase I that are reasonably necessary to complete construction of Phase II.
18. Developer shall take reasonable safety precautions to prevent any damage to Phase I property and to prevent any harm or injury to any persons located on Phase I property. Developer shall repair or replace, as the case requires, any damage to Phase I property, whether owned by the HOA or a member of the HOA, caused by Developer or Developer's agents, employees, contractors, or subcontractors.
19. Any work performed by Developer, or any of Developer's agents, employees, contractors, or subcontractors, shall be at Developer's own risk. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the HOA and its members from and against any claims, demands, damages, actions, causes of action, suits, losses, judgments, and obligations, and any liabilities, costs, and expenses (including attorney fees and costs) which arise or are in any way connected with the work performed by Developer.
20. Prior to commencing any work on Phase II, Developer shall obtain, and maintain throughout the duration of construction, general liability insurance and products/complete operations coverage with a policy limit that is reasonably necessary given the scope of the project, but in no case less than \$2,000,000. Developer shall furthermore obtain and maintain all insurance required by law, including worker's compensation insurance.
21. Upon recordation of a supplemental declaration that annexes Phase II into the HOA, Developer shall obtain and maintain property and liability insurance covering all Phase II property as described in Utah Code section 57-8a-403 and shall list the HOA as an additional insured. Alternatively, the HOA may elect to obtain insurance (whether through a new policy or as an addition to policies held by the HOA at the time) on Phase II property as required by the Utah Community Association Act, Utah Code sections 57-8a-101 through -703. If the HOA makes this election, Developer shall cover the costs (including premiums on a new policy or the difference in price to add Phase II property to existing policies) of such insurance until 50% or more of the Phase II lots are

transferred to owners, as that term is defined in Section 9 of this Agreement.

- 22. The parties hereto agree to cooperate to effectuate the purpose of this Agreement (to add Phase II to the Cascades at Soldier Hollow development) as may be convenient or necessary, including but not limited to the execution of additional documents.
- 23. Throughout the duration of this Agreement, Developer agrees that it shall abide by all applicable ordinances regarding its ownership of Phase II and the proposed construction thereon. This includes weed abatement and maintenance requirements for all land owned by Developer.
- 24. This Agreement shall be binding on the parties' successors and assigns. For purposes of this Agreement, Developer's successors and assigns include any person that is not an owner as that term is defined in Section 11 that acquires 50% or more of the Phase II land. Any person acquiring an interest in Phase II land that is not a successor or assign of Developer shall be subject to the Master Declaration as a Member and Owner, as those terms are defined in the Master Declaration.

IN WITNESS WHEREOF, the undersigned HOA and Developer hereby consent to this Agreement, subject to its conditions, as evidenced by their signatures below as of the date first above written.

CASCADES II AT SOLDIER HOLLOW, LLC, BY ITS SOLE MANAGER,
OVER THE HILL, LLC, BY ITS SOLE MANAGER,
JURA HOLDINGS, LLC, BY ITS SOLE MANAGER



R. Kent Buie

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS ASSOCIATION, INC.

By TRUSTEE: 

By TRUSTEE: 

EXHIBIT "A"
CONCEPT PLAN OF PHASE II

PHASE II DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'36" WEST 686.67 FEET ALONG THE SECTION LINE AND EAST 1824.66 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°01'29" EAST 869.92 FEET; THENCE SOUTH 82°39'51" EAST 80.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE NORTHERLY WITH A RADIUS OF 1021.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 07°20'09" EAST; THENCE EASTERLY 116.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°33'52" (CHORD BEARS SOUTH 85°56'47" EAST 116.91 FEET); THENCE SOUTH 89°13'43" EAST 387.02 FEET; THENCE SOUTH 00°01'29" WEST 849.88 FEET; THENCE NORTH 89°58'31" WEST 155.06 FEET; THENCE NORTH 89°30'38" WEST 428.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.446 ACRES.

Amendment Agreement
PATR-10

PHASE I Property Descriptions:

Lot#	Serial #	Lot#	Serial #	Lot#	Serial #	Lot#	Serial #
Lot 1	OZH-0001-0-003-044			Lot 37	OZH-00037-0-003-044	Lot 55	OZH-0055-0-003-044
Lot 2	OZH-0002-0-003-044	Lot 20	OZH-00020-0-003-044	Lot 38	OZH-00038-0-003-044	Lot 56	OZH-0056-0-003-044
Lot 3	OZH-0002-0-003-044	Lot 21	OZH-00021-0-003-044	Lot 39	OZH-00039-0-003-044	Lot 57	OZH-0057-0-003-044
Lot 4	OZH-0002-0-003-044	Lot 22	OZH-00022-0-003-044	Lot 40	OZH-00040-0-003-044	Lot 58	OZH-0058-0-003-044
Lot 5	OZH-0002-0-003-044	Lot 23	OZH-00023-0-003-044	Lot 41	OZH-00041-0-003-044	Lot 59	OZH-0059-0-003-044
Lot 6	OZH-0002-0-003-044	Lot 24	OZH-00024-0-003-044	Lot 42	OZH-00042-0-003-044	Lot 60	OZH-0060-0-003-044
Lot 7	OZH-0002-0-003-044	Lot 25	OZH-00025-0-003-044	Lot 43	OZH-00043-0-003-044	Lot 61	OZH-0061-0-003-044
Lot 8	OZH-0002-0-003-044	Lot 26	OZH-00026-0-003-044	Lot 44	OZH-00044-0-003-044	Lot 62	OZH-0062-0-003-044
Lot 9	OZH-0002-0-003-044	Lot 27	OZH-00027-0-003-044	Lot 45	OZH-00045-0-003-044	Lot 63	OZH-0063-0-003-044
Lot 10	OZH-0010-0-003-044	Lot 28	OZH-00028-0-003-044	Lot 46	OZH-00046-0-003-044	Lot 64	OZH-0064-0-003-044
Lot 11	OZH-0011-0-003-044	Lot 29	OZH-00029-0-003-044	Lot 47	OZH-00047-0-003-044	Lot 65	OZH-0065-0-003-044
Lot 12	OZH-0012-0-003-044	Lot 30	OZH-00030-0-003-044	Lot 48	OZH-00048-0-003-044	Lot 66	OZH-0066-0-003-044
Lot 13	OZH-0013-0-003-044	Lot 31	OZH-00031-0-003-044	Lot 49	OZH-00049-0-003-044	Lot 67	OZH-0067-0-003-044
Lot 14	OZH-0014-0-003-044	Lot 32	OZH-00032-0-003-044	Lot 50	OZH-00050-0-003-044	Lot 68	OZH-0068-0-003-044
Lot 15	OZH-0015-0-003-044	Lot 33	OZH-00033-0-003-044	Lot 51	OZH-00051-0-003-044	Lot 69	OZH-0069-0-003-044
Lot 16	OZH-0016-0-003-044	Lot 34	OZH-00034-0-003-044	Lot 52	OZH-00052-0-003-044	Lot 70	OZH-0070-0-003-044
Lot 17	OZH-0017-0-003-044	Lot 35	OZH-00035-0-003-044	Lot 53	OZH-00053-0-003-044	Lot 71	OZH-0071-0-003-044
Lot 18	OZH-0018-0-003-044	Lot 36	OZH-00036-0-003-044	Lot 54	OZH-00054-0-003-044	Lot 72	OZH-0072-0-003-044