



Wednesday, March 27, 2024
Development Review Committee

DEVELOPMENT REVIEW COMMITTEE AGENDA

PUBLIC NOTICE is hereby given that the Development Review Committee of Spanish Fork, Utah, will hold a regular meeting at the City Council Chambers at Library Hall, 80 South Main Street, Second Floor, Spanish Fork, Utah, commencing at 10:00 a.m. This meeting is not available to attend virtually.

1. Approval of Minutes

A. March 13, 2024

B. March 20, 2024

2. Site Plan

A. DB INDUSTRIAL LOT 2. This proposal involves the development of an industrial property located at 3550 North 1150 West.

B. PILLING INDUSTRIAL WAREHOUSE. This proposal involves the development of an industrial property located at 928 East 1950 North.

3. Final Plat

A. PILLING INDUSTRIAL CONDOMINIUM PLAT. This proposal involves the approval of a final plat to subdivide an office building to create 6 individual units located at 928 East 1950 North.

B. THE ORCHARD. This proposal involves approval of a final plat for 16 residential lots in a Master Planned Development located at 911 South 3400 East.

C. OAKRIDGE COVE PHASE 2 PLAT A. The proposal involves the reapproval of a final plat for 15 residential lots in a Master Planned Development to be located at 3200 East Eagle Drive.

D. OAKRIDGE COVE PHASE 2 PLAT B. The proposal involves the reapproval of a final plat for 12 residential lots in a Master Planned Development to be located at 3200 East Eagle Drive.

E. OAKRIDGE COVE PHASE 2 PLAT C. The proposal involves the reapproval of a final plat for 11 residential lots in a Master Planned Development to be located at 3200 East Eagle Drive.

4. Adjourn

Draft Minutes
Spanish Fork City Development Review Committee
80 South Main Street
Spanish Fork, Utah
March 13, 2024

Staff Members Present: **Chris Thompson**, Public Works Director; **Seth Perrins**, City Manager; **Dave Anderson**, Community Development Director; **Brandon Snyder**, Senior Planner; **Mary Martin**, Associate Planner; **Vaughn Pickell**, City Attorney; **Ana Burgi**, Assistant City Attorney; **John Little**, Chief Building Official; **Byron Haslam**, Senior Engineer; **Jered Johnson**, Engineering Division Manager; **Zach Hendrickson**, Outside Plant Manager; **Jason Turner**, Fire Marshall; **Kasey Woodard**, Community Development Secretary; **Christian Davis**, Airport Manager; **Dillon Muirbrook**, Traffic Engineer.

Citizens Present: Brandon Hansen, Justin Isrealson, Jake Black, Regan Gledhill, Shawn Ownes, Mike Wines, John Bankhead, Derek Stevens, Jeff Knighton, Jeff Grasso.

Chris Thompson called the meeting to order at 10:00 a.m.

MINUTES

March 6, 2024

Dave Anderson **moved** to approve the minutes of March 6, 2024.

Vaughn Pickell seconded and the motion **passed** all in favor.

SITE PLAN

PATEY AVIATION PARK

Brandon Snyder stated this is one of the planned developments that will be taking place at the airport. He stated there have been concerns that have been brought up regarding landscaping and the City's maintenance responsibilities.

There was general discussion on the future signage for the development and the fencing options that will be desired.

It was stated that the fencing option needs to be discussed further as staff is not sure if they would prefer a 6-foot wrought iron fence or a masonry wall. The applicant does not have a preference at this time. A mix of masonry wall and wrought iron fencing was discussed.

Brandon Snyder discussed the redlines and stated that fencing was listed within the redlines that will need to be addressed.

There was a brief discussion on the wetlands and it was stated that since this project is located at the airport this area needs to be delineated.

The DRC feels this is a great development and the overall feel from staff was positive.

Jake Black stated they will be resubmitting updated plans soon and are hoping for an expedited review process as they feel they have addressed staff concerns adequately. He understands that the City review process is a 2-week time period but is anxious to get started.

Dave Anderson **moved** to approve the proposed Patey Aviation Park Site Plan based on the following finding and subject to the following conditions:

Finding:

1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines including the need to follow the airport fencing standard that is currently being developed.
3. That the applicant works with the City to identify and prepare the location for a sign to be located at 2700 North Main Street.

Seth Perrins **seconded** and the motion **passed** all in favor.

RE-FINAL PLAT

GREEN TREE PLAT B

Brandon Snyder stated that the approval has expired but stated the applicant has been working with the City on a reimbursement agreement and states that he has no concerns. He questions if the City will be retaining the right-of-way to the existing 1600 North as this was not reflected in the agreement and feels that if it is correct then it needs to be reflected in the agreement.

There was a brief discussion regarding the agreement and whether the City will be retaining the right-of-way. It was stated that the plat will need to be updated. This proposal will go to the City Council on the 19th of this month.

The applicant stated they will get the updated plans resubmitted soon and asked if the Site Plan approval will still be valid and it was stated that yes it will still be valid.

Vaughn Pickell **moved** to approve the proposed Green Tree Plat B Final Plat based on the following finding and subject to the following conditions:

Finding:

1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant executes the reimbursement agreement before recording the Final Plat.
4. That the applicant amend the drawing of the plat so that the 1600 North right-of-way is not vacated.

Dave Anderson **seconded** and the motion **passed** all in favor.

GENERAL PLAN

EDGE TOWNHOMES GENERAL PLAN

Mary Martin stated this is a General Plan Amendment for 21 acres of land, changing the land use designation from Industrial to High Density Residential. She feels that changing the land use designation could help the City provide much needed additional housing. She stated that currently there is only one point of access to the site, and would need a second access off US Highway 6 to help the residential traffic function more effectively. She stated there is a concern regarding the connectivity to the trail system and that would need to be addressed.

Jered Johnson stated the concern with the trails system is already being addressed.

Seth Perrins expressed concern of the at grade crossing and stated he would like to have additional discussion on this and it was stated this will be addressed with the trail.

Vaughn Pickell asked Mary Martin to elaborate more on the affordable housing that is being proposed and it was stated this proposal features stacked flats and townhomes that would provide more affordable housing. It was discussed whether they will actually be affordable as most townhomes and condos are not very affordable now.

John Bankhead stated this would be a for sale product that would be a mix of housing styles and that there will be roughly 300 condos units that would feature attached garages and would be priced below \$350,000.

Seth Perrins feels this is a great proposal and favors this area to be a residential use over an industrial use. He feels that the Planning Commission and City Council will provide great feedback on this proposal but stated that the City is going through a citywide general plan revision and it would be expected to have some push back.

The general feel of the DRC is in favor of this change in use for the area. There was additional discussion regarding state funding.

Dave Anderson **moved** to recommend the approval of the proposed General Plan Amendment to City Council as discussed based on the following findings:

Findings:

1. That the proposal helps to provide a range of housing types within the city.
2. That the proposal provides a transition of density between the Golf Course and US-6.

3. That the proposed designation would be a more compatible use with the Golf Course than industrial uses.
4. That the proposed designation may become a more compatible use with the existing industrial use with appropriate buffering design.
5. That the proposed designation may become more justified with enhanced access to the site.

Jered Johnson **seconded** and the motion **passed** all in favor.

DISCUSSION

400 NORTH 300 EAST ROUNDABOUT

There was discussion regarding the proposed roundabout and it was stated this will be a full-sized roundabout.

Jered Johnson stated they surveyed areas of the City and felt that the design of the roundabout on Mill Road was favorable and it was discussed that the residents prefer a lower height roundabout. It was stated that the roundabout does not have any landscaping and that it was preferable to have some landscaping.

Dave Anderson asked what the timing of the roundabout would be and Dillon Muirbrook stated this is being designed right now and will be built over the summer. He then stated this is the first design they have come up with and he is looking for feedback.

Jered Johnson stated these plans are submitted so that pertinent staff get to look at the designed plans. He stated that if the City wishes to have the roundabout be landscaped that can happen.

Dillon Muirbrook stated there will be a small amount of landscaping but he stated this can be illustrated in the plans if necessary.

There was discussion on the circulation design so that it will not be too narrow for larger trucks to pass through. There was concern on making it too wide as that counteracts the traffic calming measures that the roundabout is meant to maintain. Further discussion ensued regarding different roundabout designs and traffic circles.

Brandon Snyder asked Dillon Muirbrook if he has spoken to the neighboring property owners as the design may impact their park strip area and he feels that we should take their preference into consideration and Dillon stated that engineering always contacts the property owners and works with them to make sure their preferences are taken into account.

Jered Johnson moved to adjourn the meeting at 10:55 a.m.

Adopted:

Kasey Woodard
Community Development Division
Secretary

Draft Minutes
Spanish Fork City Development Review Committee
80 South Main Street
Spanish Fork, Utah
March 20, 2024

Staff Members Present: ; **Seth Perrins**, City Manager; **Dave Anderson**, Community Development Director; **Brandon Snyder**, Senior Planner; **Mary Martin**, Associate Planner; **Kimberly Brenneman**, Development Coordination Manager; **Byron Haslam**, Senior Engineer; **Marcie Clark**, Department Development Secretary; **Jered Johnson**, Engineering Division Manager; **Kevin Taylor**, Senior Power Utility Planner; ; **Bart Morrill**, Parks Maintenance Supervisor; **Jason Turner**, Fire Marshall; **Kasey Woodard**, Community Development Secretary.

Citizens Present: Dave Simpson, Nik Simpson, Kaden Cole, Alexis Riggs, Chad Hall, Taylor Dahle, Russell Skuse, Mike McDonald.

Dave Anderson called the meeting to order at 10:00 a.m.

MINUTES

March 13, 2024

Dave Anderson **moved** to continue the minutes of March 13, 2024.

Seth Perrins **seconded** and the motion **passed** all in favor.

FINAL PLAT

DB INDUSTRIAL

Mary Martin gave a brief description of the proposal and stated there are no major concerns but that the applicant will need to address the remaining minor utility concerns and road connection concerns.

Byron Haslam agreed and stated the utility concerns and road connection are the only remaining items to be addressed.

Kevin Taylor stated that the road will be widened so the overhead power will need to be moved.

There was a brief discussion regarding the widening of the road and the ditch. It was stated that the road widening will cause some impact to the flow of traffic and there was discussion on the road connections to Highway 77 and 600 West and it was stated this connection will be made over the summer. There was further discussion on the road closure that will likely happen due to the widening of the road.

Seth Perrins hopes the road closure takes place after the connection has been made.

Seth Perrins **moved** to approve the proposed DB Industrial Final Plat based on the following finding and subject to the following conditions:

Finding:

1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines.

Bart Morrill **seconded** and the motion **passed** all in favor.

Jered Johnson abstained from voting on the item as there is a conflict with the applicant being related to him.

CONCEPT REVIEW

7-11 SOUTH MAIN CONCEPT

Dave Anderson stated this concept is located on the northeast corner of Main Street and Woodland Hills Drive.

Mary Martin stated this property is currently zoned C-2 and stated the applicant would be required to legally subdivide the property. She stated there is an existing Pioneering Agreement for irrigation across the frontage. She stated there are plans for trails along both sides of Woodland Hills Drive and that the landscaping requirements would need to be met.

Dave Anderson stated the use is permitted and stated the landscaping requirements need to be met and he asked the applicant if the parcel would be able to provide the 350 feet of access space off of Woodland Hills Drive and the applicant stated that, no, this parcel would not be able to meet these requirements.

Alexis Riggs asked who she needs to coordinate with on impact fees and the Development Obligation and it was stated that she needs to reach out to Marcie Clark in Engineering.

Kevin Taylor stated there are power concerns with the phasing of other developments and the applicant acknowledged these concerns and asked if there is a known timeline and it was stated that it will hopefully be less than 6 months as these developments are currently in process.

There was a brief discussion regarding Juniper Ridge and power.

Seth Perrins called attention to the design and asked if there are any plans to help avoid potentially undesirable activity behind the building in the drive aisle and it was stated that there is no plan in place but they see it as a potential driveable area that will not be landscaped and typically people do not loiter in asphalt areas.

There was further discussion regarding access points to the property.

The applicant thanked the DRC for their feedback and Dave Anderson stated the next step for the applicant would be to submit a Site Plan application.

MAMMOTH CONCEPT

Mary Martin gave a brief overview of the concept and stated the property is currently zoned industrial. She stated the applicants are planning to make improvements to the frontage. She stated they would need to comply with the city's outdoor storage and the 10% landscaping requirements. She stated there are concerns with the location of the southern access points as well as where the utilities will be coming from. She stated that staff will need to discuss what street improvements will be required of the applicant.

Dave Anderson stated there are concerns that need to be addressed with the DRC today.

Byron Haslam stated that UDOT has a project in this area that will place a water line in 2940 North, he stated that the PI is stubbed to the edge of the property from Spanish Springs Business Park. He stated that the sewer is located on 170 West and that will be a big challenge.

Dave Anderson asked Byron what engineering envisions for the frontage along 300 East and Byron stated it would be a commercial local design with a 77-foot right-of-way. Byron Haslam spoke further in depth about the frontage design.

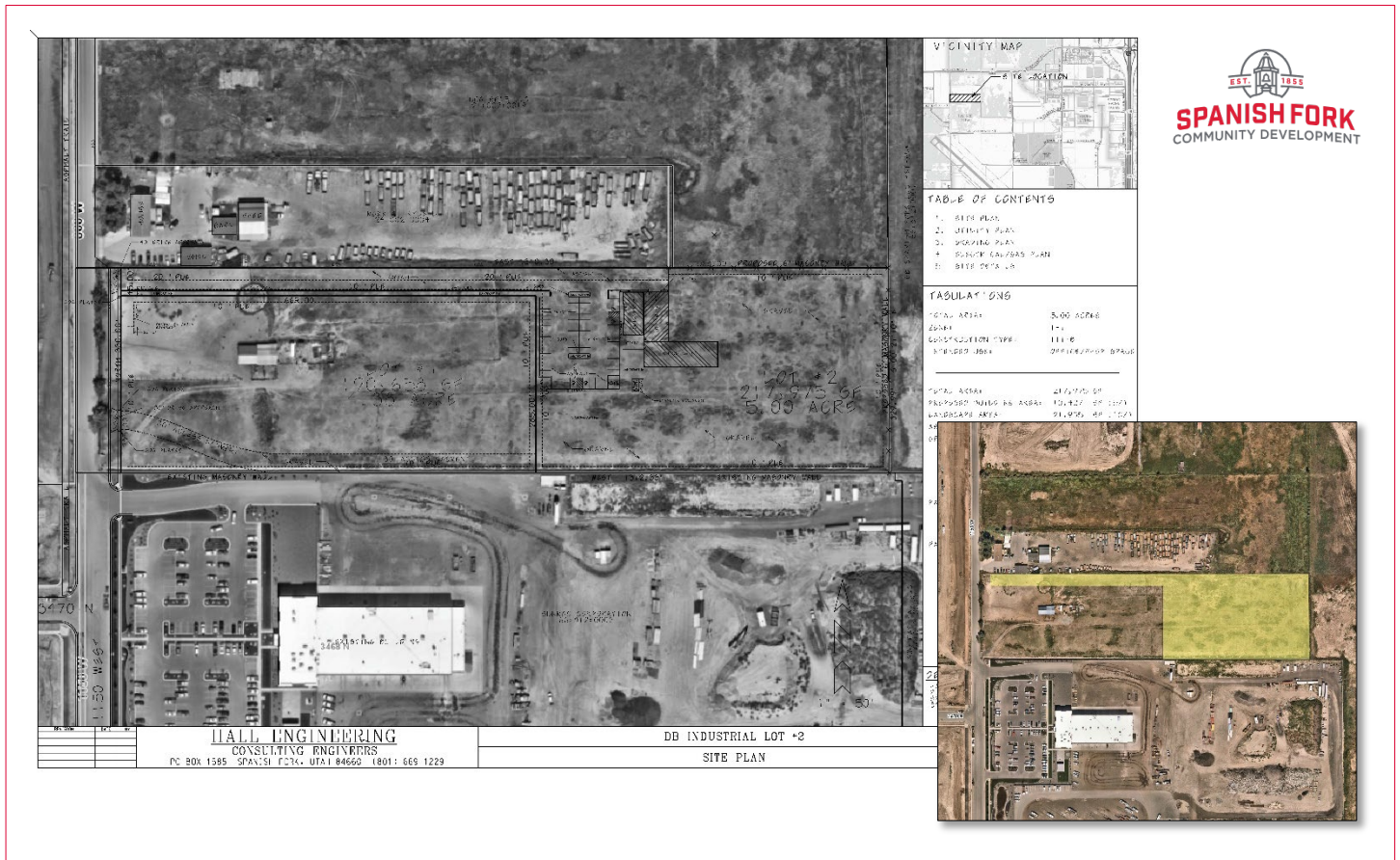
Dave Simpson stated the engineer on this project is Russell with Horrocks Engineering and he stated he is also doing the engineering for the UDOT project as well. He stated they are aware that they will need to tie into the sewer line on 170 West to be able to service their property. He hopes that the City will grant them a temporary Certificate of Occupancy and they are willing to post a bond for the improvements that the City is asking of them. He stated that Mammoth is ready to start occupying and using the site and they are also seeking a business license as well.

Dave Anderson stated that he didn't realize how much work was going to be required for this site and he feels that the City will benefit from this development getting onsite and starting operation as soon as possible. He stated this will be a business that rents heavy machinery. He stated there needs to be a conversation with Vaughn Pickell regarding this item.

Seth Perrins moved to adjourn the meeting at 10:30 a.m.

Adopted:

Kasey Woodard
Community Development Division
Secretary



DB Industrial Lot 2 Site Plan Approval Request

March 27, 2024, Development Review Committee meeting.

Located at 3550 North 1150 West, including 5 acres.

The subject property is zoned I-1.

The applicant has requested that a Site Plan be approved.

Key Issues

1. Outdoor Storage.
2. Utilities.
3. Improvements.

Recommendation

That the proposed Site Plan be approved based on the following finding and subject to the following conditions.

Finding

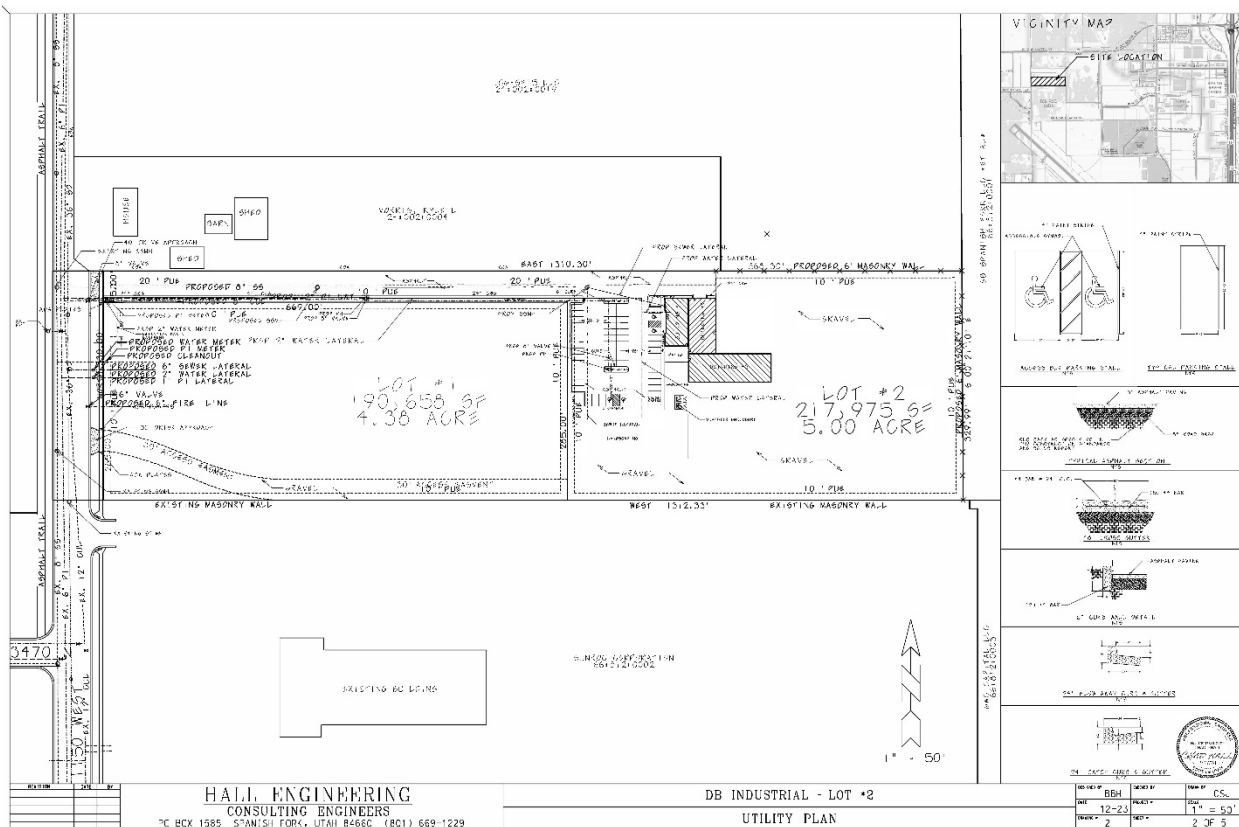
1. That the proposal conforms to the City's General Plan Designation and Zoning Map.

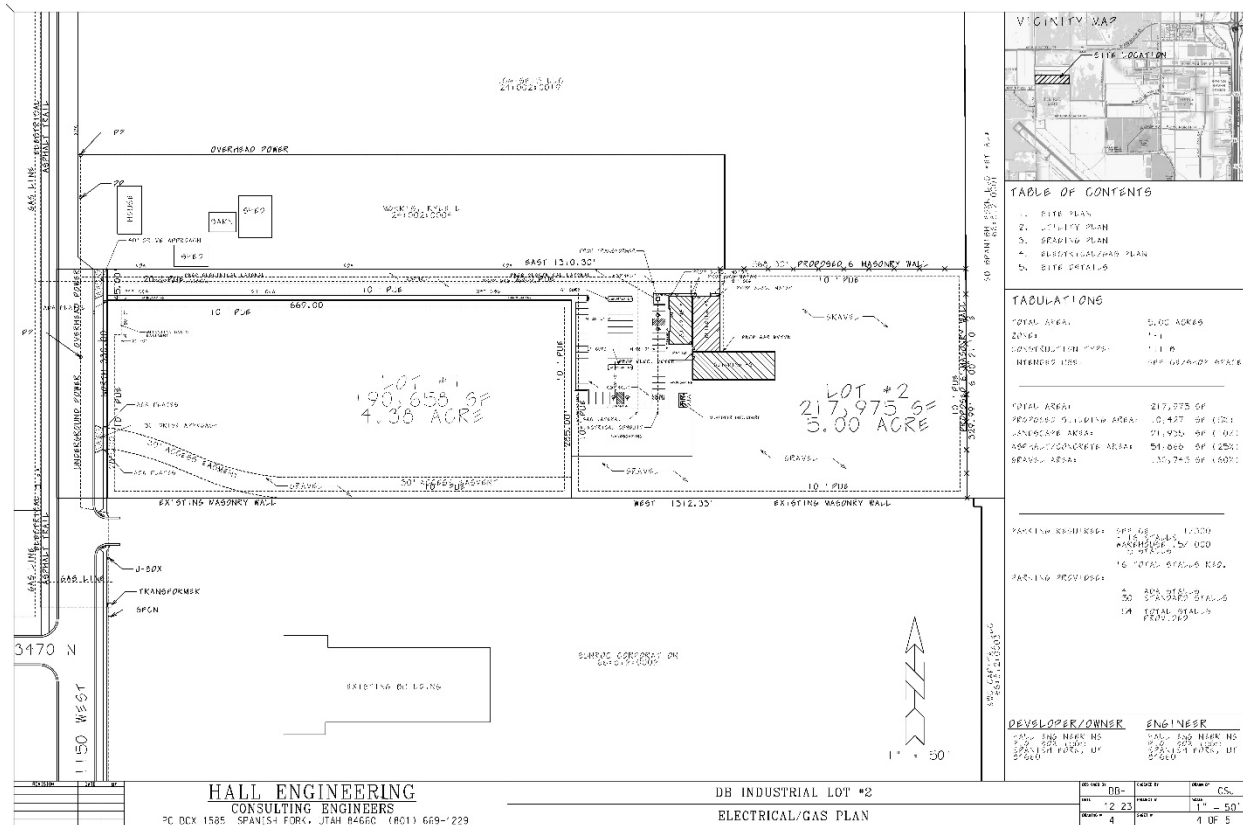
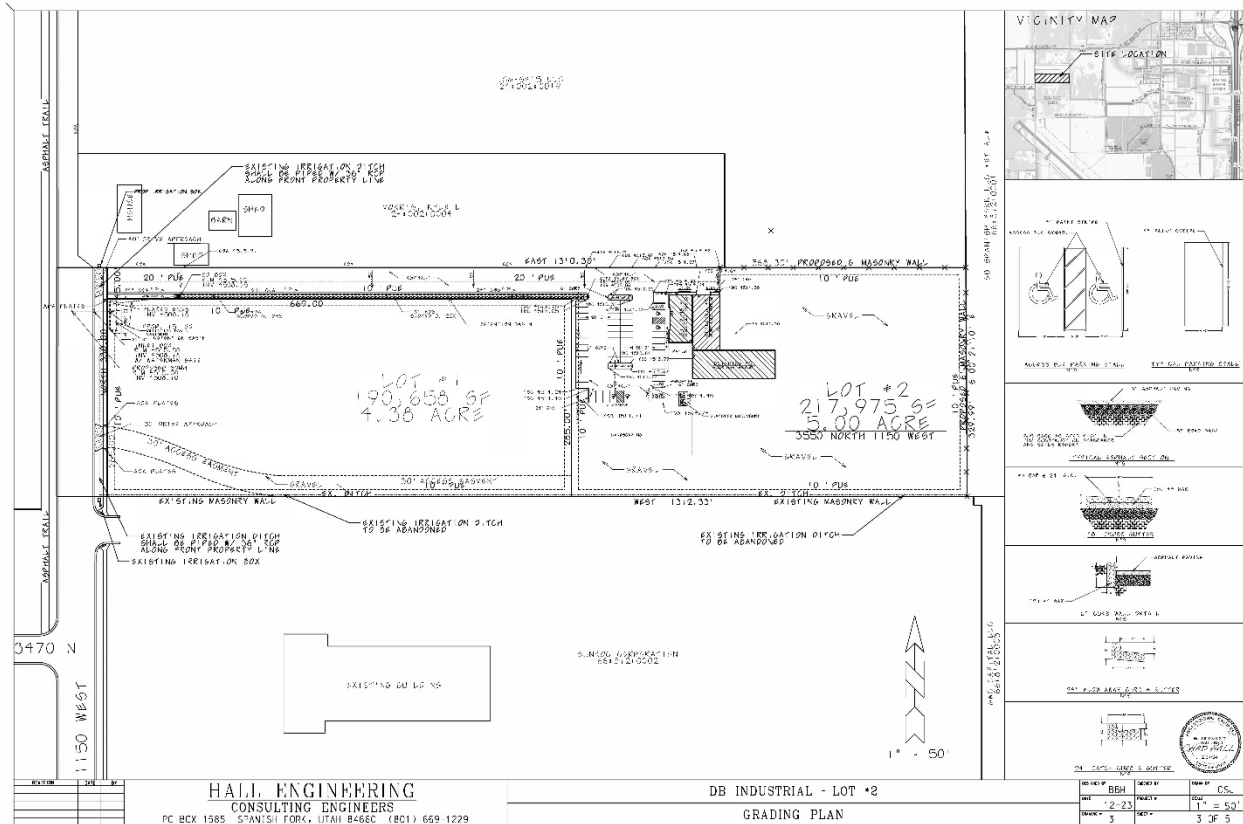
Conditions

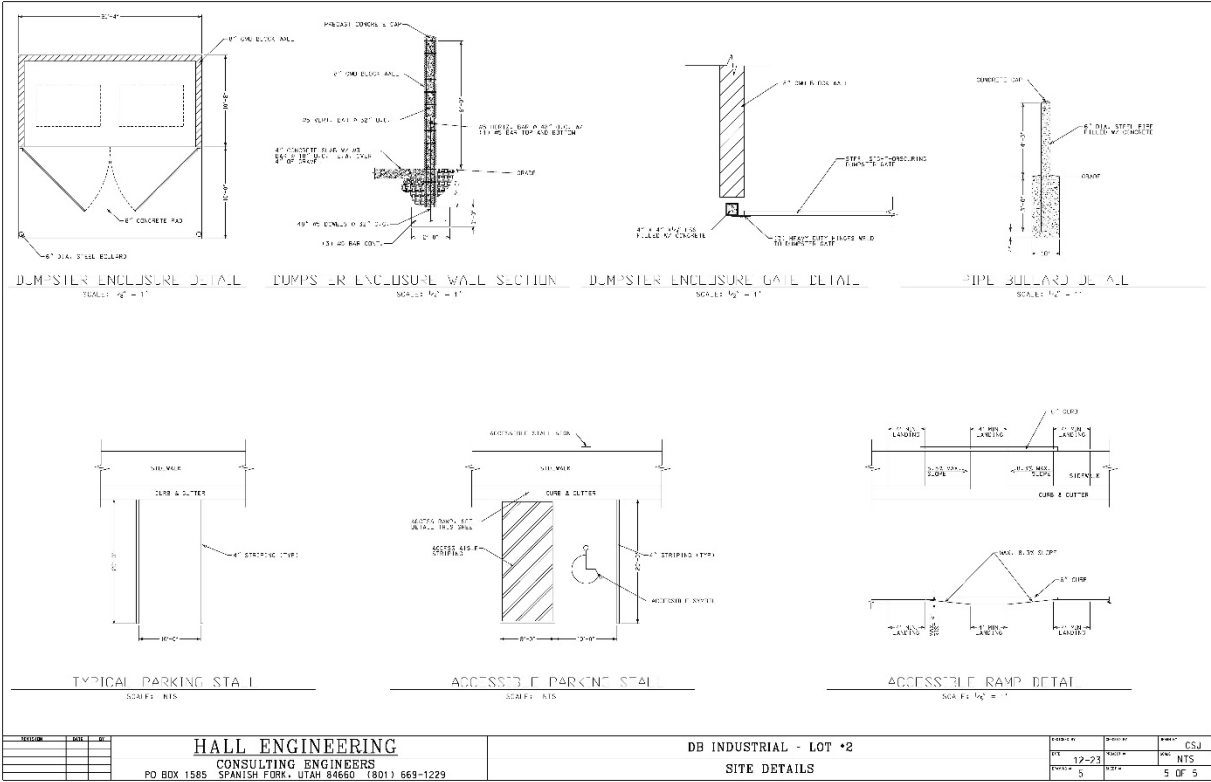
1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines.

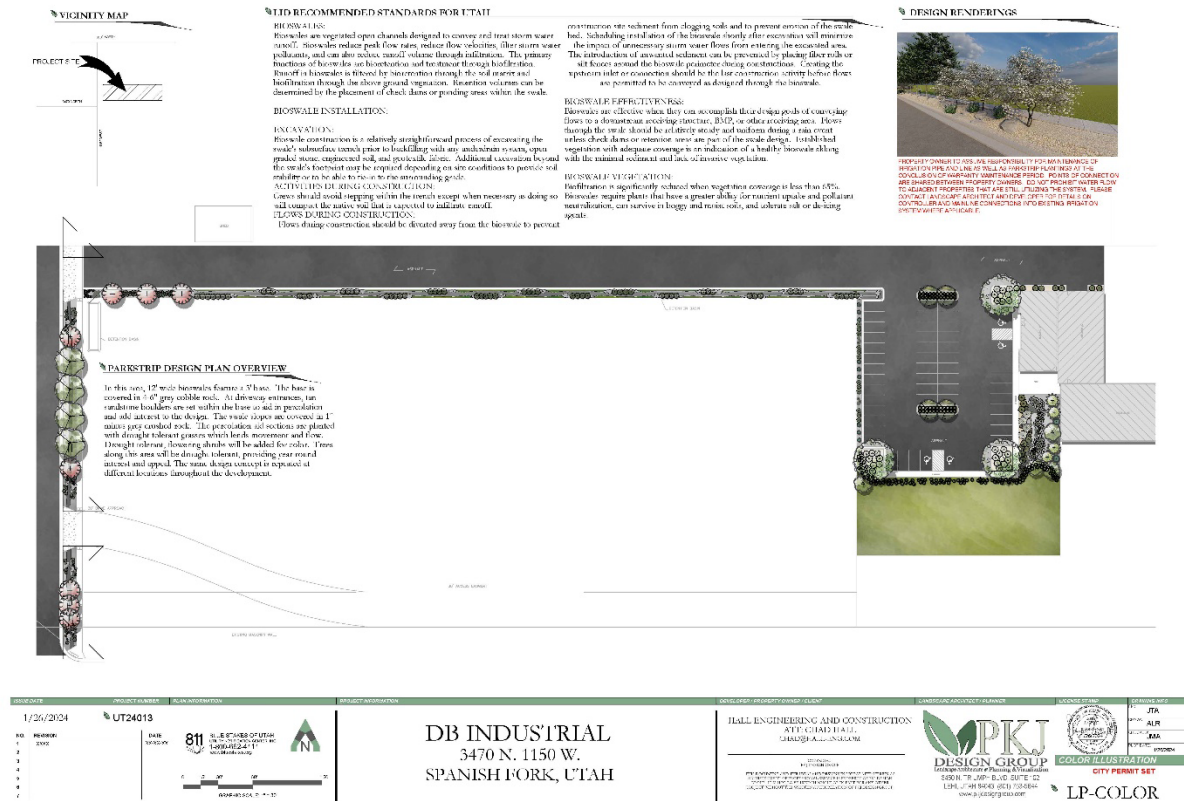
Exhibits

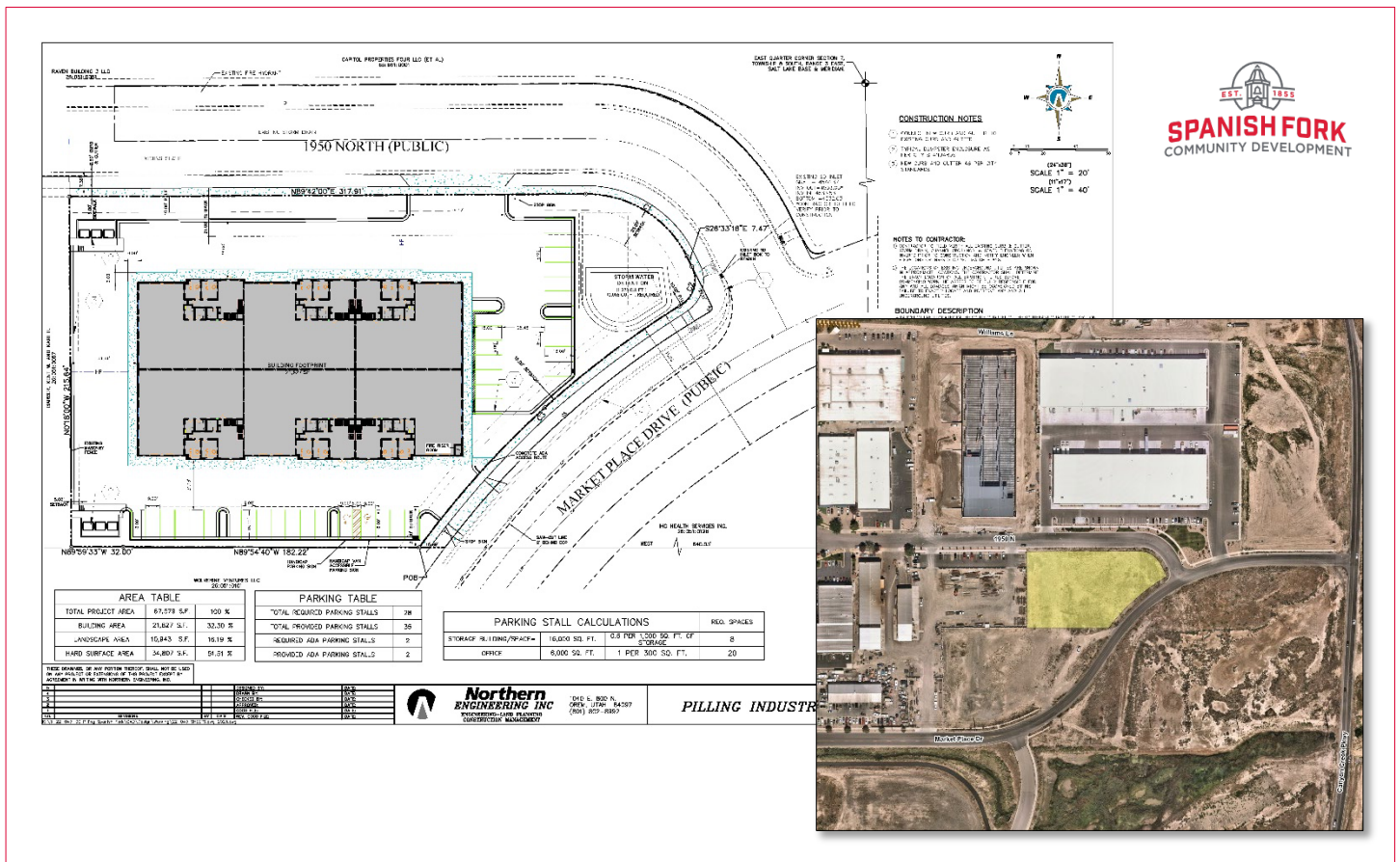
1. Site Plan.
2. Landscape Plan.











Pilling Industrial Warehouse Site Plan Approval Request

March 27, 2024, Development Review Committee meeting.

Located at 928 East 1950 North, including 1.55 acres.

The subject property is zoned I-1.

The applicant has requested that a Site Plan be approved.

Key Issues

1. Condominium Plat.
2. Road dedication.
3. Improvements.
4. Easements.
5. Utilities.

Recommendation

That the proposed Site Plan be approved based on the following finding and subject to the following conditions.

Finding

1. That the proposal conforms to the City's Zoning Map.

Conditions

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

Exhibits

1. Site Plan.
2. Landscape Plan.
3. Building Elevations.

PILLING INDUSTRIAL

SITE PLAN

SPANISH FORK, UTAH

JANUARY 2024

GENERAL

- [illegible]

ROADWAY/STORM DRAIN

- [illegible]

SHEET INDEX

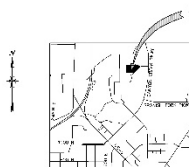
SHEET	DESCRIPTION
CS-01	COVER SHEET
SP-01	SITE PLAN
UT-01	UTILITY PLAN
GR-01	OVERALL GRADING PLAN
EC-01	EROSION CONTROL PLAN
EC-02	EROSION CONTROL DETAILS
EC-03	SWPPP DETAILS
DT-01	DETAILS
DT-02	DETAILS

SE. W. R.

1. A BORN AND BREEDER IN accordance with all Spanish Fork City Design Standards and Public Improvements Department standards of Spanish Fork City.
2. Final Approval and Acceptance of all sewer construction will be by Spanish Fork City.
3. Horizontal and Vertical Separation of Culinary Water and Sewer shall be in compliance with Spanish Fork City Standards.

WATER

- [illegible]



ENGINEER
VORTEILE INGENIEUR
BRAND TITEL
mailto:info@wzlab.com

DEVELOPER
JOEL PILBING
joelpilb@gmail.com
Tel: 901 312 7011

THIS "AVANT-GARDE" POSITIONING, SAYS NOT BE USED
ON ANY PRODUCT OR CATEGORY OF THE "BOLD" EXCEPT BY
ALABAMA. IT SHOULD BE USED ONLY FOR THE MARKING OF THE

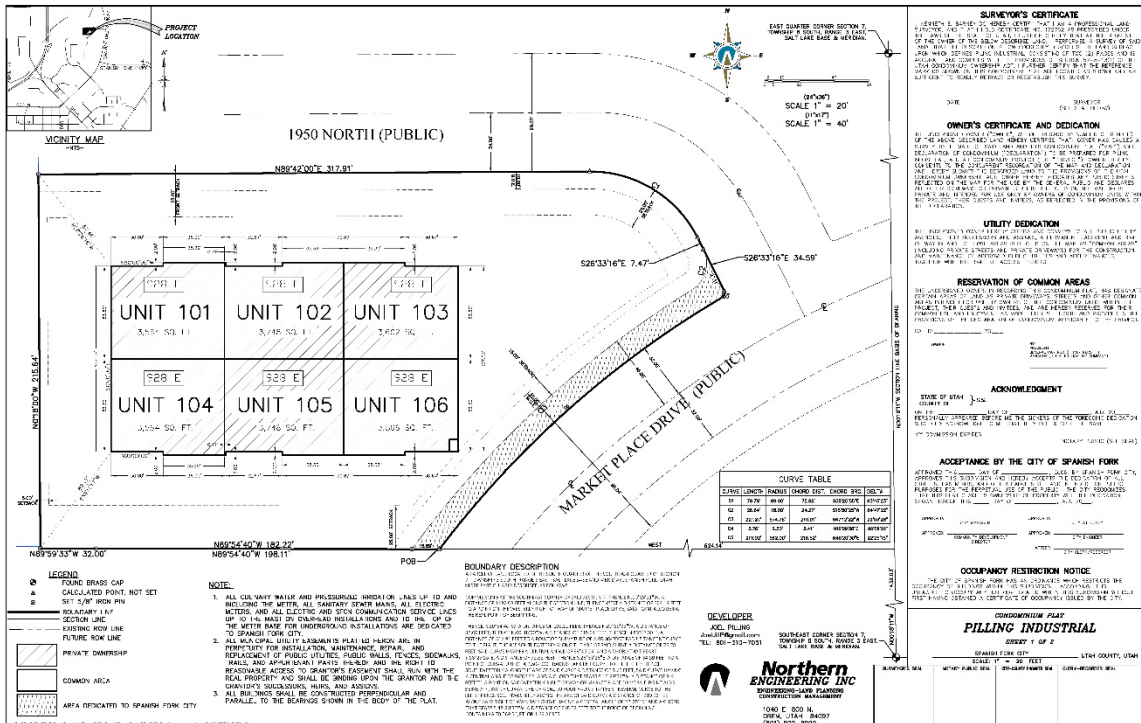
COVER SHEET	JCM NO. J-22-015
SPANISH FORK, UTAH	SHEET NO. CS-01

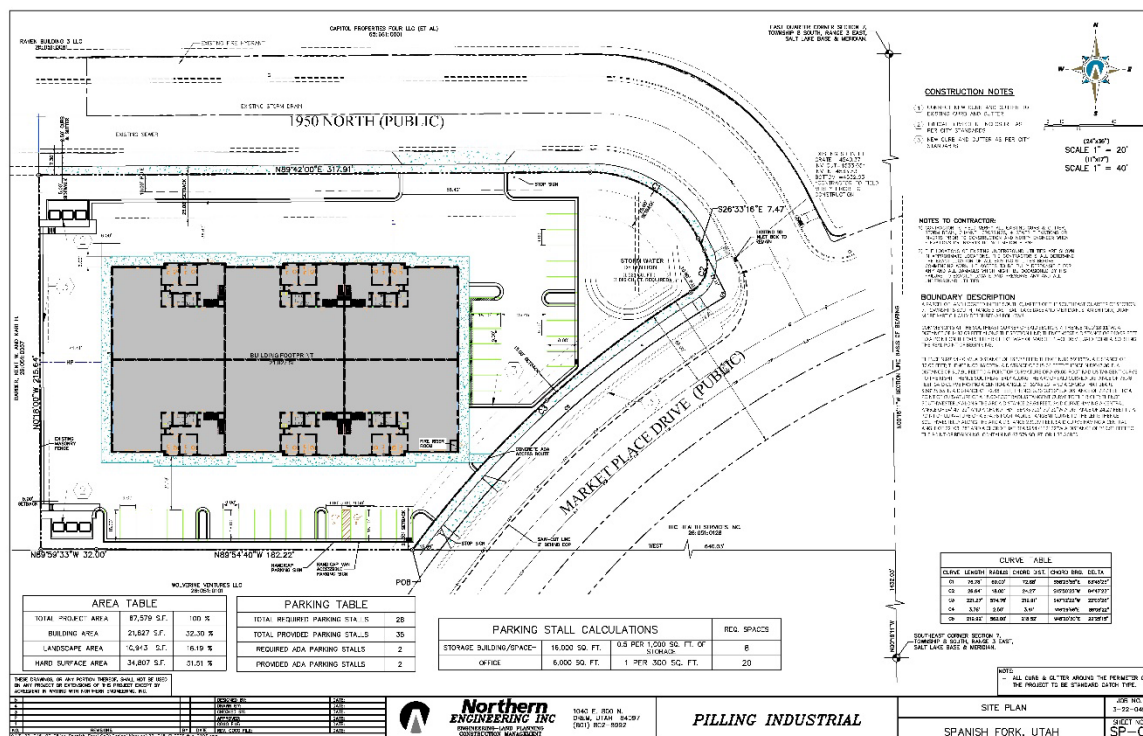
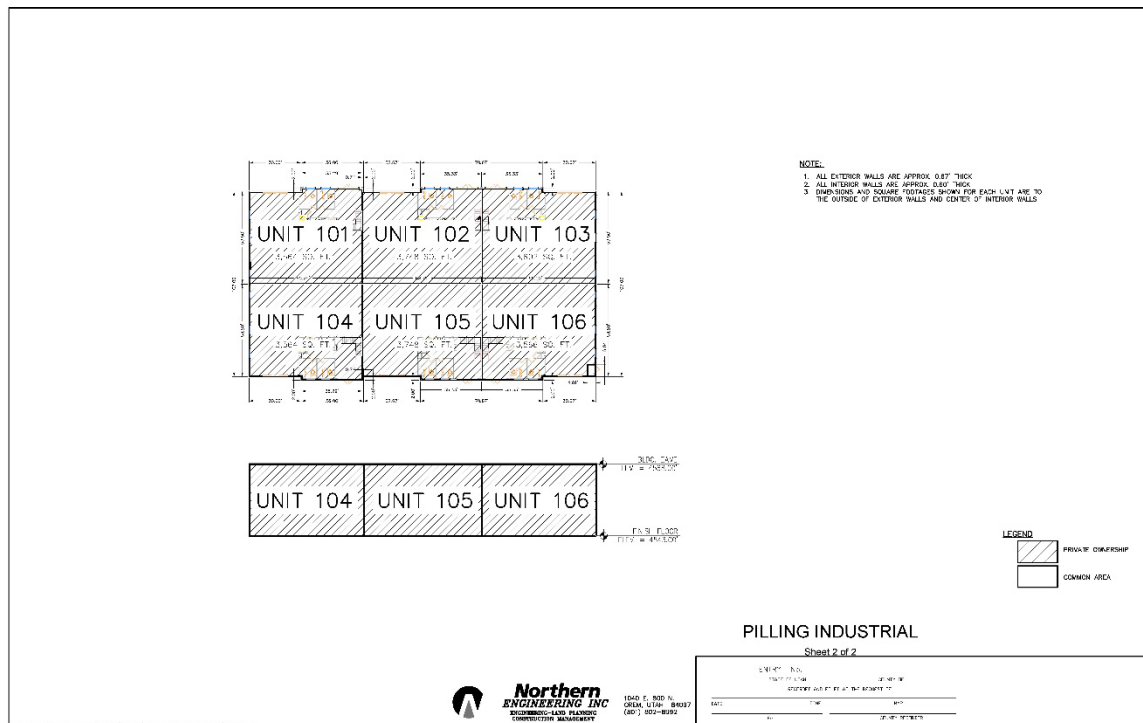
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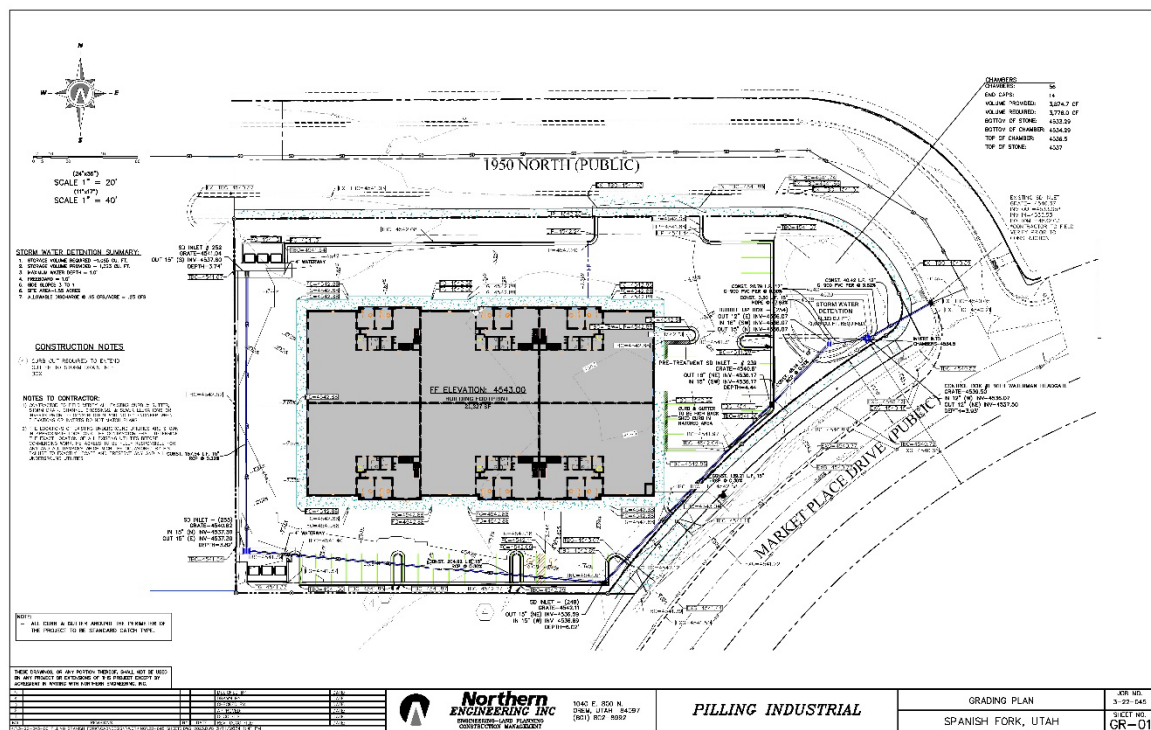
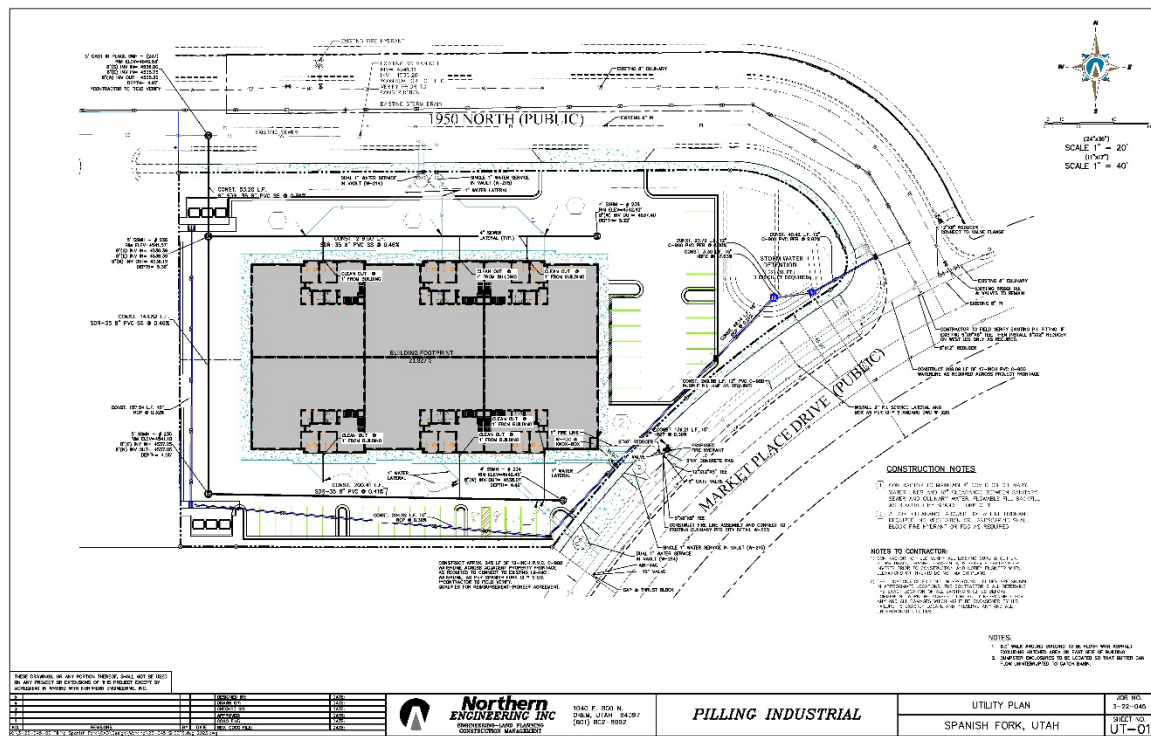


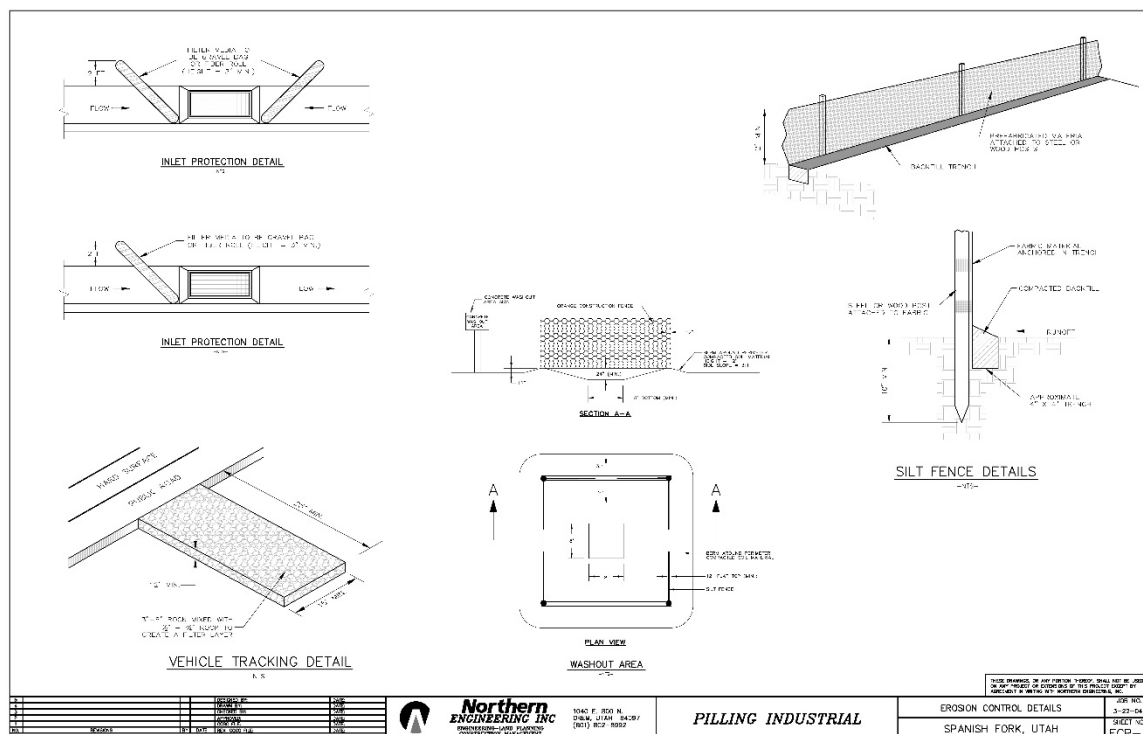
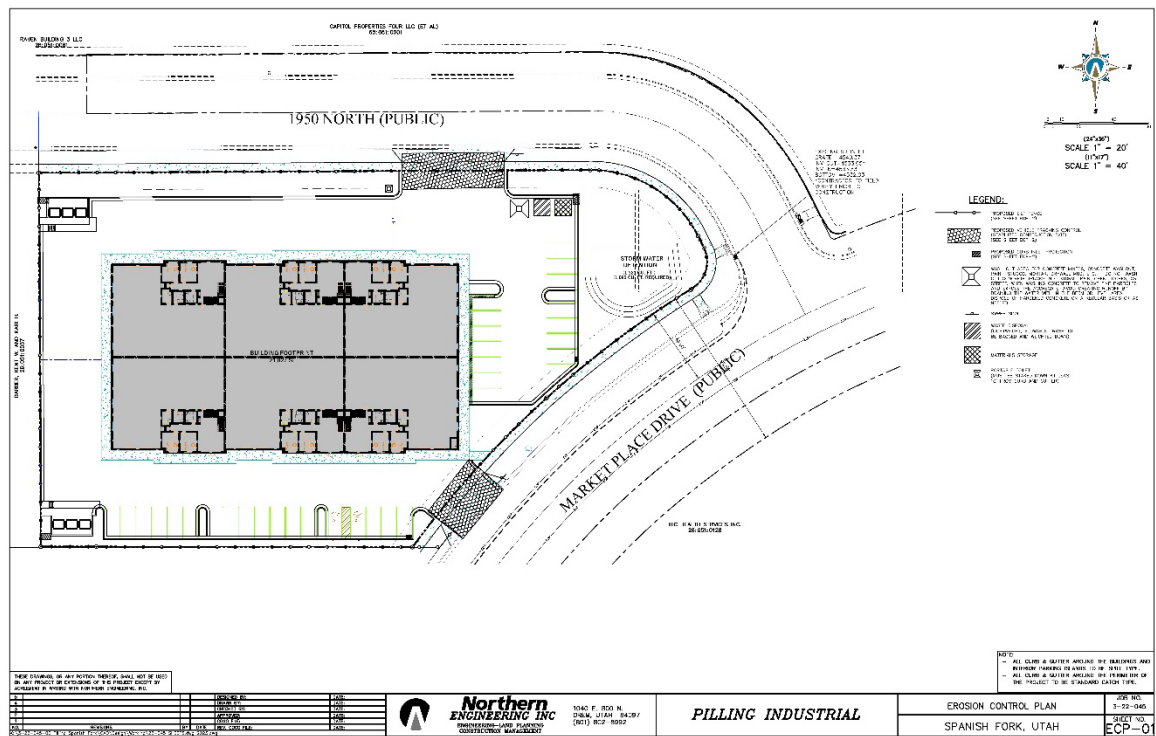
Northern
ENGINEERING IN
STRUCTURE-LAND FLUIDS
CONSTRUCTION MANAGEMENT

9				C7000, 800	MPA
10				D5000, 700	MPA
11				V-1000, 600	MPA
12				A-700, 500	MPA
13				C-500, 400	MPA
14				B-100, 300	MPA









☐ **S. SWPPP Sign** must be installed on every construction site within 7 days of when any construction activity is started. SWPPP sign should be posted in area where it is easily seen and should be protected from construction and/or inclement weather.

- c. For sites that are over 1 acre, the permittee must post a sign (3'x4') near the main entrance of the project and must include the SWPPP map (11"x17" minimum), your SWPPP contact information, state NOI, rain cause (optional) and any other pertinent information related to SWPPP.

The following text must be included somewhere on the SWPPP
red in color):

SWPPP Storm Water Pollution Prevention Plan
A Utah Pollutant Discharge Elimination System (UPDES) permit covers this construction site.
If any non-storm water discharge or severe vehicle tracking occurs please call the Spanish Fork SWPPP Inspector
at 801-504-4577

- = For sites that are part of a common plan of development or sale, the SWPPP sign must be at least 18" x 24" and must include the SWPPP map (11"x17" minimum), your SWPPP contact information, state NOI, rain gauge (optional), and any other pertinent information related to SWPPP.

The following text must be included somewhere on the SWPPP sign (letters must be 2" tall and red in color):

SWPPP Storm Water Pollution Prevention Plan
A Utah Pollutant Discharge Elimination System (UPDES) permit covers this construction site.
If any non-storm water discharge or severe vehicle tracking occurs please call the Spanish Fork SWPPP Inspector
at 801-904-4577

- u. For sites that are not part of a common plan of development or sale, and the site is less than 1 acre the SWPPP sign must be at least 18" x 24" and must include the SWPPP map (11"x17" minimum), your SWPPP contact information, rain gauge (optional), and any other pertinent information related to SWPPP.

The following text must be included somewhere on the SWPPP sign (letters must be 2" tall and red in color):

If any non-storm water discharge or severe vehicle tracking occurs please call the Spanish Fork SWPPP inspector at 801.404.4577



DESCRIPTION:
Reduces the discharging of pollutants to warmwater bodies and surfaces by providing a coating on a regular basis.

© 2000 Blackwell Science Ltd

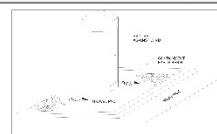
- **Acoustic design:** to use the most sophisticated sweepers at the highest frequency, along with the highest and loudest sound.
- **Robot street picking:** prior to and during the sweeping.
- **Increase sweeping frequency:** just before the rainy season.
- **Proper maintenance and operation of sweepers** greatly increase their efficiency.
- **Keep accurate operation logs to track programs.**
- **Sweepers effective at removing small particles** (less than 10 microns) may penetrate the road into crevices over worker and public safety.
- **Future research** could bring for the particles filter. There are two types used: mechanical (broom sweepers) (more effective at picking up large debris and cleaning streets), and the vacuum sweepers (more effective at knowing fine particles and soot/heavy metals). Many communities find it useful to have a combination of both types in fleet.

2000年10月1日 星期一

- Conventional sweepers are not able to remove oil and grease
- Mechanical sweepers are not effective at removing finer sediments
- Effective tests may also be limited by street conditions, traffic congestion, presence of construct or projects, climatic conditions and condition of curbs.

100

- MAINTENANCE:**
- Replace worn parts as necessary.
 - Install main and gate* beams of the appropriate weight



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel

Abstract

All sites with no permanent sanitary facilities or where permanent facility is 200 ft from activities.

● **Figure 1** shows the results of the regression analysis. The dependent variable is the number of days of absence from work due to a health problem. The independent variables are the age, sex, and education of the respondent, and the number of children in the household. The results show that the number of days of absence from work due to a health problem increases with age, and is higher for females than for males. The number of days of absence from work due to a health problem also increases with the number of children in the household. The results also show that the number of days of absence from work due to a health problem is higher for respondents with a high school education than for respondents with a college education.

INSTALLATION/APPLICATION CRITERIA

- Prepare level, gravel surface and provide clear access to the tanks for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/leak on tank.

105 = 2 + 0.25

- No limitations

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- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

STREET SWEEPING DETAIL

PORTA-POTTY DETAIL

5				0.0 0.0 0.0	0.000
6				0.0 0.0 0.0	0.000
7				0.0 0.0 0.0	0.000
8				0.0 0.0 0.0	0.000
9				0.0 0.0 0.0	0.000
10	0.0 0.0 0.0	0.0 0.0 0.0	0.0 0.0 0.0	0.0 0.0 0.0	0.000



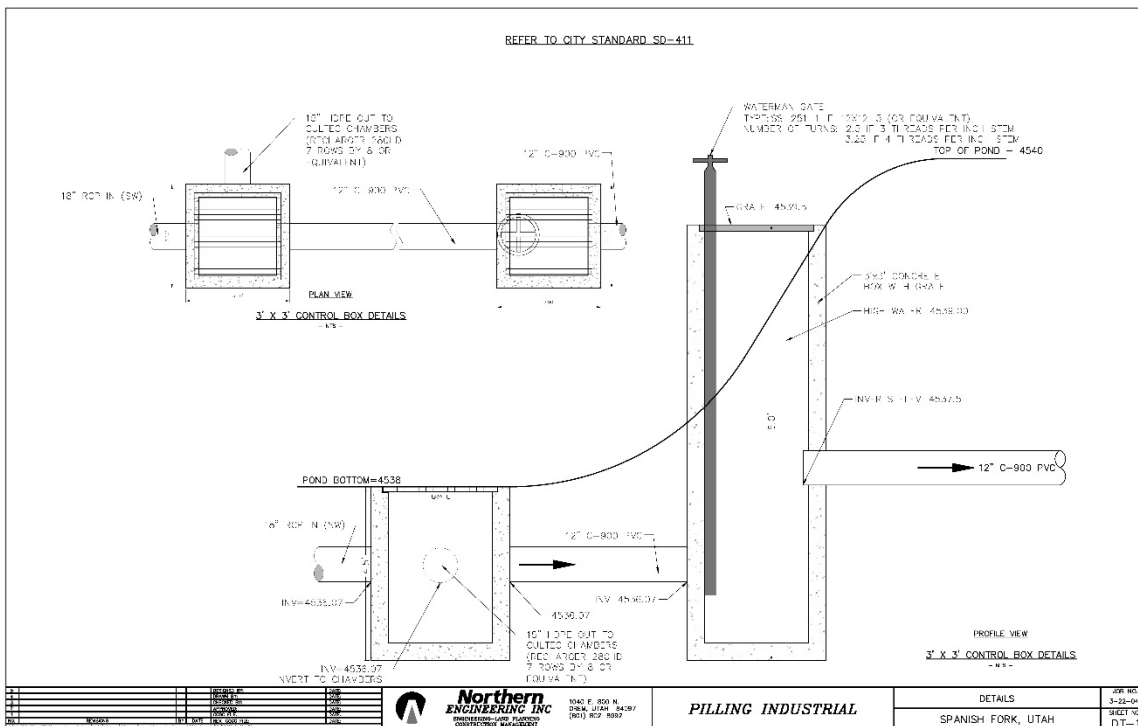
Northern
ENGINEERING INC.
ENGINEERING-LAND PLANNING

1040 E. 820 N.
OREM, UTAH 84097
(801) 822-5982

PILLING INDUSTRIAL

SWPPP DETAILS		402 NO. 3-22-04
SPANISH FORK, UTAH		SWPPT NO. FCR

3-526 BRANCO, DR. 4000 PORTON STREET, SUITE 100, OFFICE
DR. 4000 PORTON STREET, SUITE 100, OFFICE
SOUTHWEST, WASHINGTON, DC 20007-1000



3			100-100-00	2000
4			100-100-00	2000
5			100-100-00	2000
6			100-100-00	2000
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27			100-100-00	2000
28			100-100-00	2000
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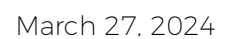


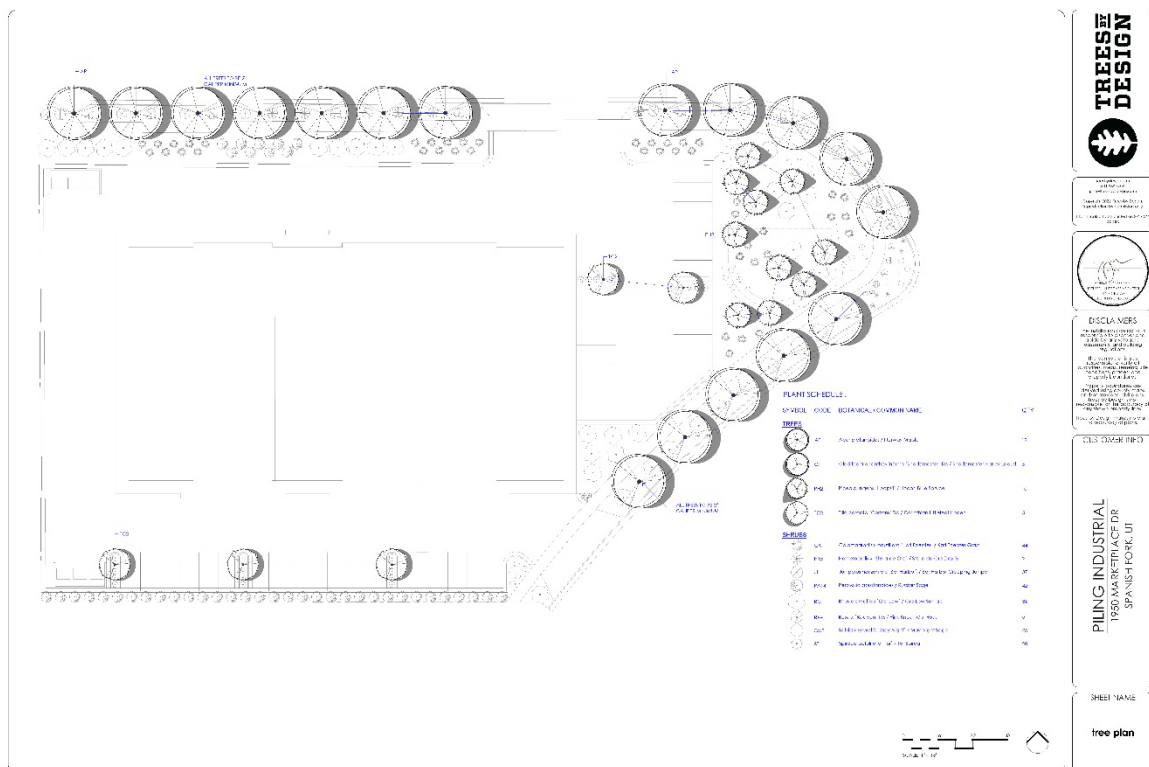
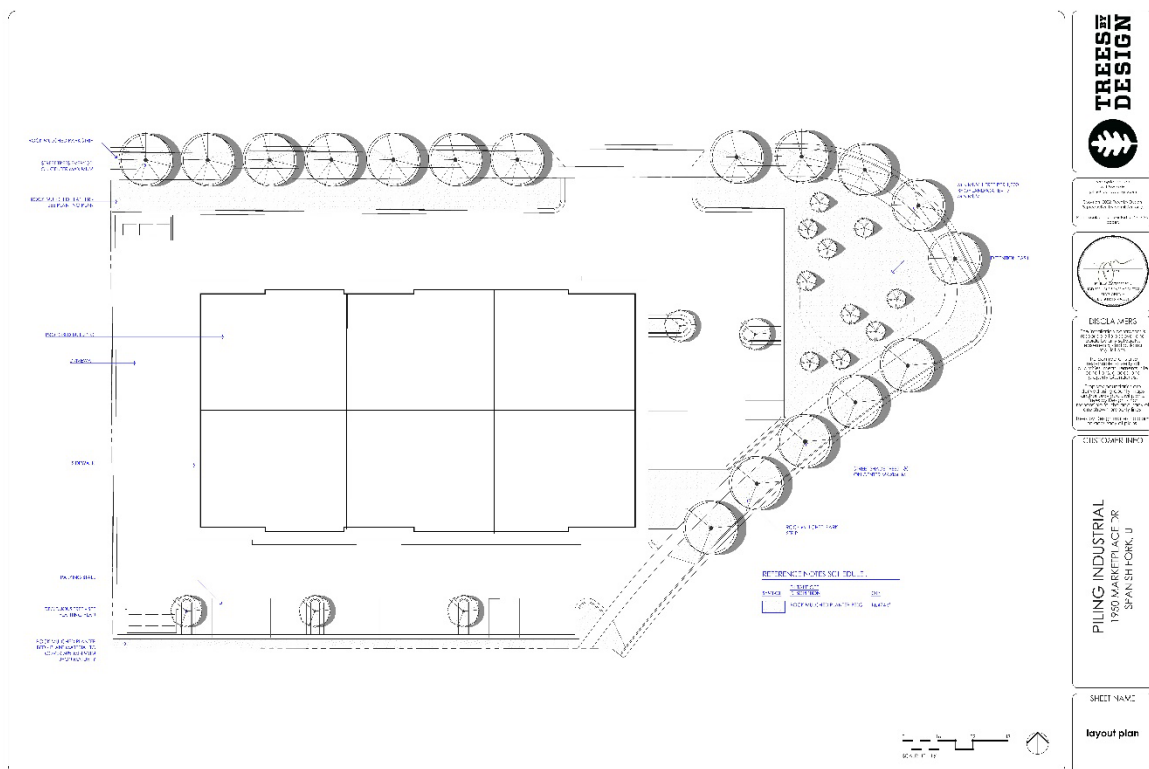
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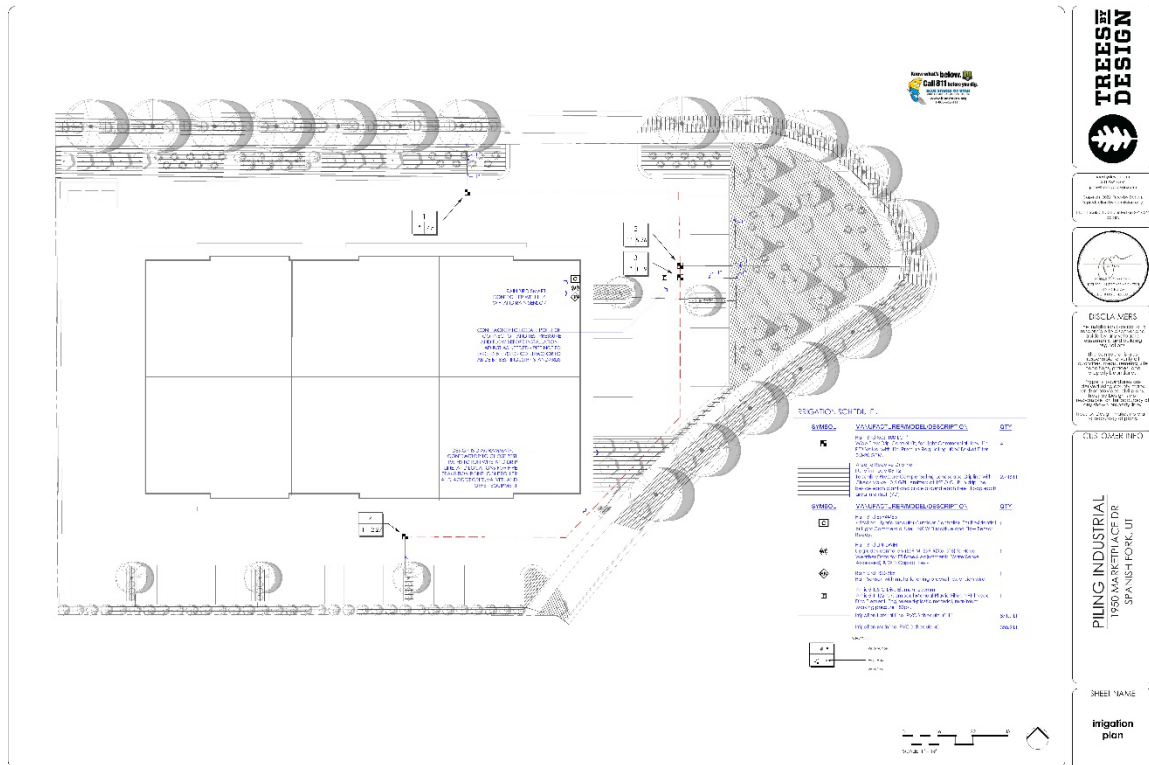
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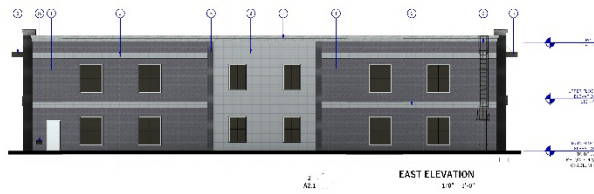
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SPANISH FORK, UTAH	SHEET NO. DT





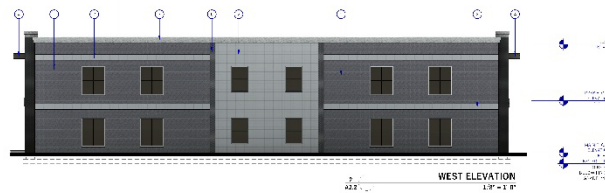




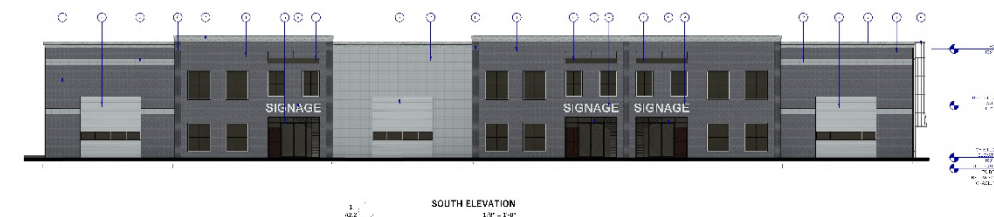
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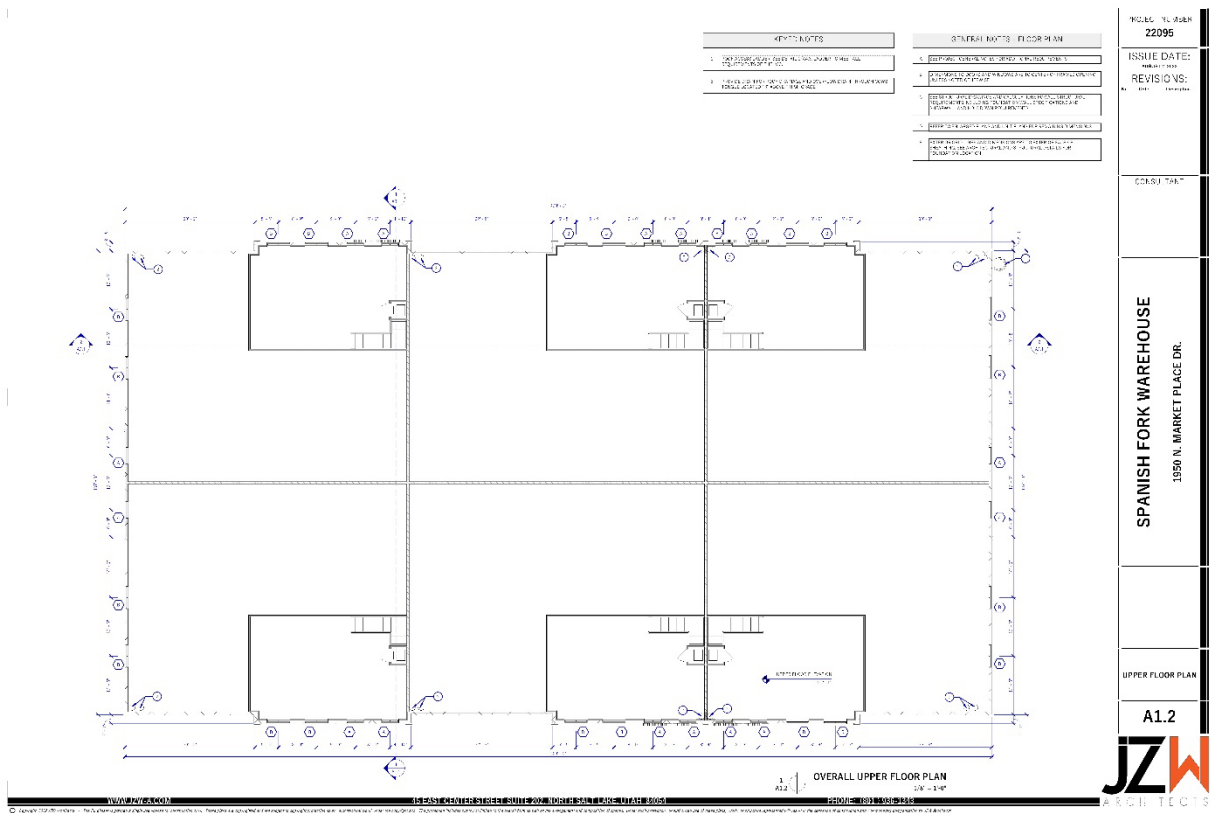
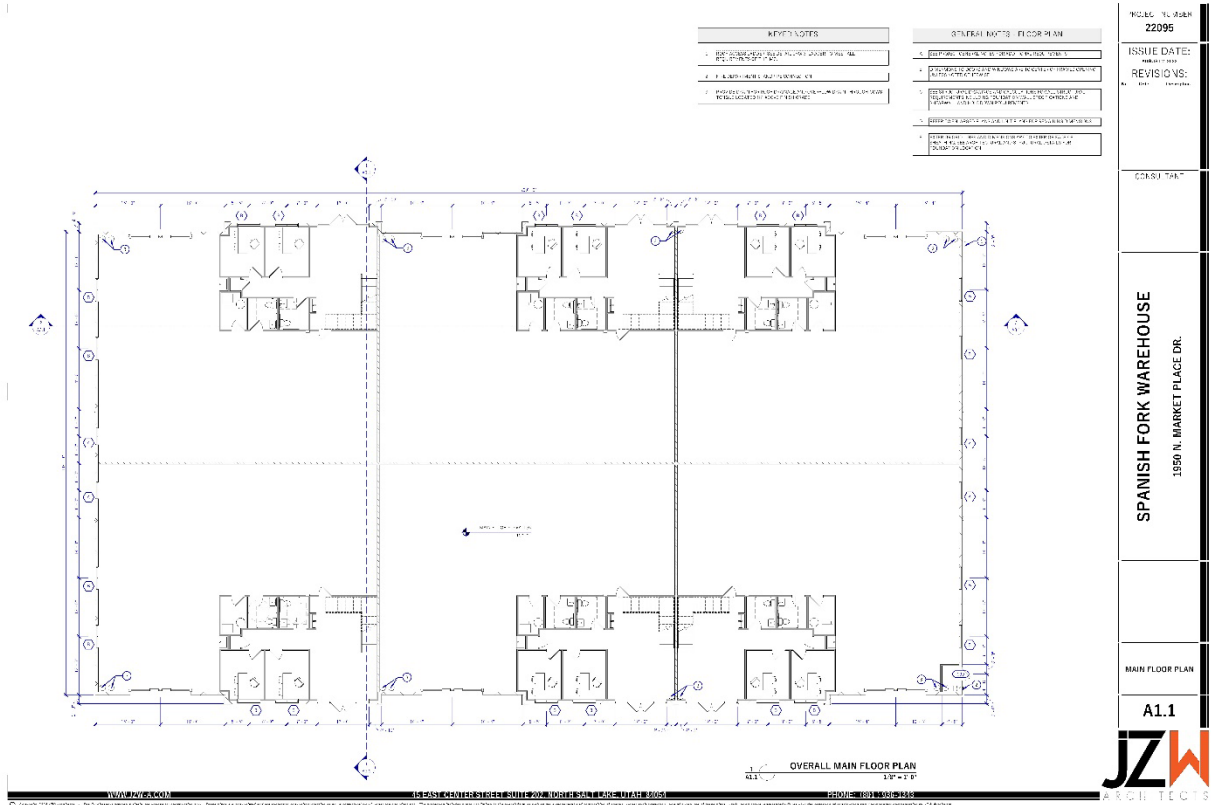
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ISSUE DATE	10/1/2023
REVISIONS	1. 10/1/2023
PROJECT NAME	SPANISH FORK WAREHOUSE
PROJECT ADDRESS	1550 N. MARKET PLACE DR.
ELEVATIONS	A2.1
ARCHITECT	JZW

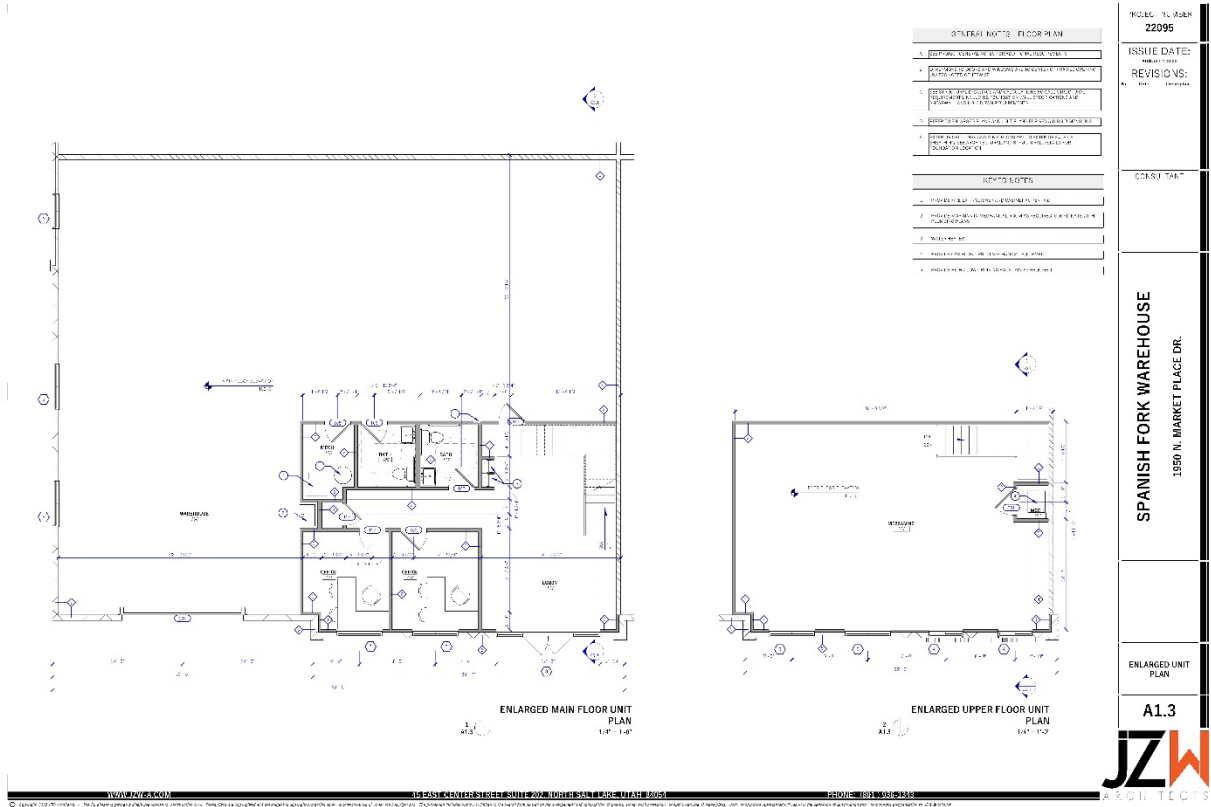


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PROJECT NUMBER	22095
ISSUE DATE	10/1/2023
REVISIONS	1. 10/1/2023
PROJECT NAME	SPANISH FORK WAREHOUSE
PROJECT ADDRESS	1550 N. MARKET PLACE DR.
ELEVATIONS	A2.2
ARCHITECT	JZW







Recommendation

That the proposed Final Plat be approved based on the following finding and subject to the following conditions.

Finding

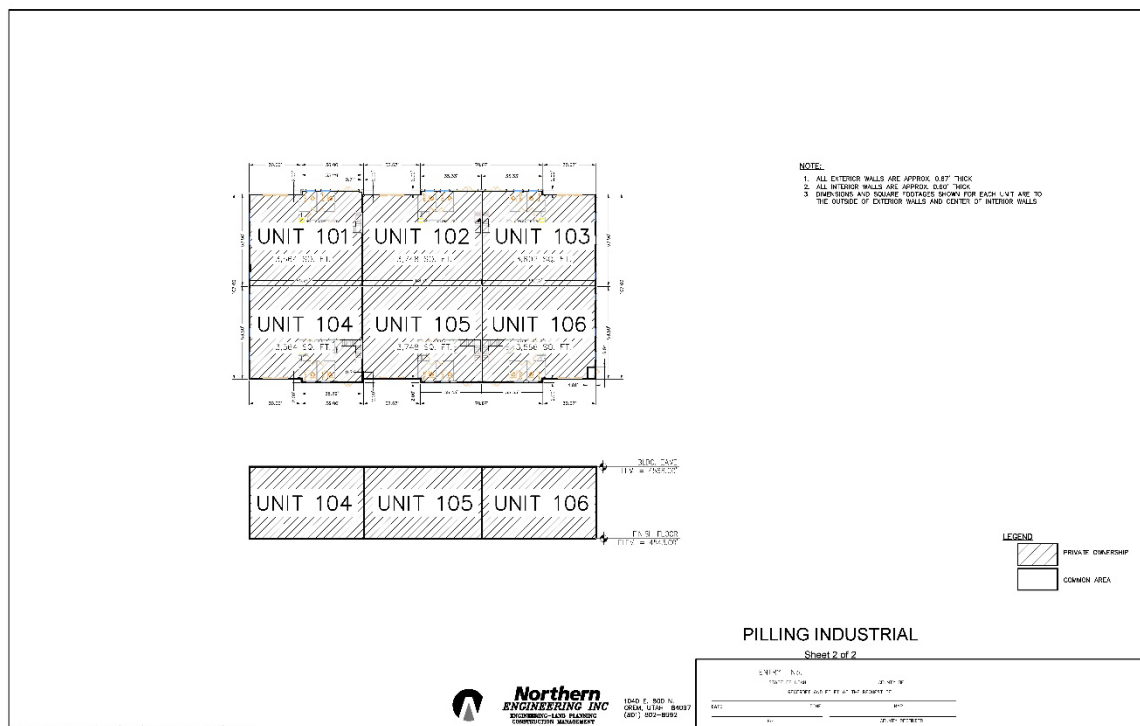
1. That the proposal conforms to the City's Zoning Map.

Conditions

1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines.

Exhibits

1. Plat.
2. CC&R's.



Budge Creative Park – Covenants, Conditions and Restrictions
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE
OREM CREATIVE BUSINESS PARK**

This Declaration of Covenants, Conditions and Restrictions of the TPPE Orem Creative Park is made on the date hereinafter set forth TPPE LC, a Utah corporation, hereinafter referred to as the "Declarant".

RECITALS

A. The Declarant is the owner/manager of the following described parcels of land, hereinafter collectively the "Land", which is located in Utah County, State of Utah:
A parcel of land located in the south quarter of the southeast quarter of section 7, township 8 south, range 3 east, salt lake base and meridian. Spanish fork, Utah more particularly described as follows.

Commencing at the south east corner of said section 7 thence N.00 18'11"W. A distance of 1432.03 feet along the section line: Thence west a distance of 642.14 feet to a point on the westerly right of way of market place drive, said point also being the real point of the beginning;

Thence N.89 degrees 54'40"W. A distance of 198.11 feet; thence N 89 degrees 59' 33"W. A distance of 215.64 feet; Thence N. 89 degrees 42'00"E. A distance of 317.91 feet to a point of curvature of a 69.00 foot radius tangent curve to the right; thence southeasterly along the arc of said curve a distance of 76.78 feet, said curve having a central angle of 63 degrees 45'23" and a chord that bears S.58 degrees 25'55"E. A distance of 34.59 feet to a southwesterly along the arc of said curve a distance of 3.76 feet, said curve having a central angle of 86 degrees 06'22" and a chord that bears S.16 degrees 26'56"W. A distance of 3.41 feet to a point on said westerly right of way of market place drive said point also being a point of curvature of a 562.00 foot radius tangent reverse curve to the left; thence southwesterly along the arc of said curve a distance of 219.92 feet along said right of way, said curve having a central angle of 22 degrees 25'15" and as chord that bears S.48 degrees 20'30"W. A distance of 218.52 feet to the point of beginning. Containing 70,569 sq ft or 1.62 acre.

Beginning at a point located South 00°47'56" East along the Section line 612.36 feet and East 1340.58 feet from the West quarter corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°42'12" West 321.47 feet to a point of curvature; thence along an arc of a 15ft radius curve to the right 23.84 feet through a central angle of 91°04'05"; The cord of which bears North 44°50'26 East 21.41 feet; thence South 89°36'56" East 284.14 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the right 38.80 feet through a central angle of 88°55'06"; The cord of which bears south 45°09'53" East 35.02 feet; Thence South 00°42'12" East 297.86 feet; Thence South 87°50'38" West 324.00 feet to the point of beginning. Area = 2.447 ACRES (106,569.81 SQ. FT.)

B. The Declarant has constructed or will construct on the Land a certain buildings and other improvements as shown on the Map referred to below.

C. The Declarant intends to execute, acknowledge, and record in the office of the County Recorder of Utah County, State of Utah, that certain instrument pertaining to the Project entitled Piling industrial plat A.

D. The Declarant intends by recording this Declaration and the Map to submit the Land, the building, and all other improvements situated in or upon the Land to the provisions of the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, et seq. (hereinafter the "Condominium Act") as a fee simple Condominium Project and to impose on said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Condominiums within said project and the Owners thereof.

DECLARATION

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE 1. DEFINITIONS

Unless the context clearly indicates otherwise certain terms as used in this Declaration shall have the meanings set forth in this ARTICLE I.

1.01 “Annual Assessment” shall have the meaning set forth in Section 9.02 below.

1.02 “Architectural Committee” shall have the meaning set forth in Section 6.22 below.

1.03 “Articles” shall mean the Articles of Incorporation of the “The Orem Creative Owners’ Association”, attached to this Declaration as Exhibit B.

1.0 “Association” shall mean The Orem Creative Park Owners’ Association, a Utah nonprofit corporation, organized to be the Association referred to herein.

1.05 “Management Committee” or “Committee” shall mean and refer to those persons duly elected thereto by the Unit Owners in accordance with the provisions of paragraph 6 hereof and the By-Laws. As used in this Declaration, the By-Laws, or Rules and Regulations, the terms “Management Committee” or “Committee” shall mean the Committee acting as agent for the Association, and shall not confer any personal rights or obligations on the members thereof.

1.06 “Building” shall mean the building containing one or more units that has been or will hereafter be constructed on the Land, as such building is shown on the Map.

1.07 “Bylaws” shall mean the Bylaws of the The Orem Creative Owners’ Association, attached to this Declaration as Exhibit C.

1.08 “Common Areas” shall mean all physical portions of the Project, except all Units.

1.09 “Common Expense Fund” shall mean the fund created or to be created pursuant to the provisions of ARTICLE 9 of this Declaration and into which all monies of the Association shall be deposited.

1.10 “Common Facilities” shall mean all furniture, furnishing, equipment, facilities, and other property (real, personal or mixed) and interests therein at any time leased, acquirer owned, or held by the Association for the use and benefit of all Owners and all other property (real, personal or mixed) hereafter purchased in accordance with this Declaration to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

1.11 “Condominium” shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit as set forth in Exhibit A attached hereto and by this reference made a part hereof.

1.12 “Condominium Act” shall mean the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, et seq.

1.13 “Declarant” shall mean TPRE LC, a Utah corporation.

1.14 “Eligible First Mortgagee” shall have the meaning set forth in Section 14.03 below.

1.15 “First Mortgage” shall mean a first Mortgage lien on any unit in the Project.

1.16 “First Mortgagee” shall mean the holder of a First Mortgage.

1.18 “Land” shall mean the land upon which the Project is situated, as more particularly described in Paragraph A of the Recitals above.

1.19 “Lease” shall mean any agreement for leasing or rental of the property.

1.21 “Map” shall mean the TPRE Commercial Plat Map recorded or to be recorded in the office of the County Recorder of Utah County, State of Utah.

1.22 “Mortgage” shall mean any mortgage deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

1.23 “Mortgagee” shall mean (a) any persons named as the mortgagee or beneficiary under any mortgage or deed of trust by which the interest of any owner is encumbered, or (b) any successor to the interest of such person under such mortgage or deed of trust.

1.24 “Owner” shall mean the person or persons, including the Declarant, owning in fee simple a Condominium in the Project, as such ownership is shown on the records of the County Recorder of Utah County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title to a Condominium for the other than security purpose) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.25 “Person” shall mean any natural person, partnership, trust, corporation, limited liability company, or other legal entity

1.26 “Project” shall mean the Land the Building the Common Areas, and all improvements submitted to the provisions of the Condominium Act by this Declaration, any amendment to this Declaration, and the Map.

1.27 “Reimbursement Assessment” shall have the meaning set forth in Section 9.07 below.

1.28 “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors Pursuant to the provisions of this Declaration.

1.29 “Special Assessment” shall have the meaning set forth in Section 9.05 below.

1.30 “Total votes of the Association” shall mean the total number of votes appertaining to all Units in the Project, as shown in Exhibit A attached hereto.

1.31 “Unit” shall mean an individual unit, consisting of all airspace, walls partitions floors, ceilings and any portions thereof which are contained within the vertical and horizontal boundaries of such Unit as shown on the Map. The Map designated as boundaries of each Unit.

The underside surface of the floor covering, the upper side of the finished surface or the acoustic tile on the ceiling, the midpoint of each interior wall which separates said Unit from other Units or which separates said Unit from Common Area corridors, entryways, landings, or stairs, and the outside perimeter of each exterior wall, including glass or the exterior finish attached to such wall (ie., brick, stucco; siding, stone, etc.). All doors and windows are a part of the Unit to which they appertain. Notwithstanding the fact that they may be within the boundaries of such Unit, all structures, supports, installations equipment, and apparatus necessary for the support or for the use and enjoyment of any other Unit, including but not limited to bearing walls, floors (except the floor covering thereon), ceilings (except the interior surfaces thereof), and roofs, foundations, columns supports, beams, ceiling equipment tanks, pumps, pipes, vents, ducts shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit, shall be Common Areas and shall be a part of a Unit.

ARTICLE 2. SUBMISSION AND DIVISION INTO CONDOMINIUMS

2.01 Submission to Condominium Act. The Declarant hereby submits the Land, the building, and all other improvements now or hereafter made in or upon the land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as the Evelyn Orem Creative Park. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02 Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit A attached hereto.

ARTICLE 3. BUILDING, UNITS, COMMON AREAS, AND LIMITED COMMON AREAS

3.01 Building and Improvements. The building and other improvements constructed or to be constructed on the land are described on the Map. The floor of the first level in the Building is concrete. The exterior of the Building is constructed of concrete, insulated steel panels and wood. Roofing consists of steel sheeting and acrylic skylights. The following information regarding the Building(s):

- (a) The Property consists of Three (3) commercial buildings, as shown on the Map.
- (b) All details involving the description and location of the buildings, number of Units and other like details are shown on the Map.

3.02 Description of Units. The Map contains the Unit Number (or other designation, of each Unit), location, and dimensions of each Unit in the Project and all other information necessary to identify each such unit.

3.03 Description of Common Areas. The Map contains a description of this Common Areas of the Project. Common Areas consists of landscaped areas and common parking spaces, and limited Cross Access (traffic) Easement, as denoted on the Map.

ARTICLE 4. MANAGEMENT COMMITTEE
RIGHTS AND OBLIGATIONS

4.01 The business, property and affairs of the Association shall be managed by a Management Committee composed of three members; the President, the Vice-President, and the Secretary/Treasurer. The President, Vice-President, and Secretary/treasurer shall be elected and/or appointed in accordance with the By-Laws. Until the first regular Owner's Meeting is held pursuant to the By-Laws, the Declarant alone shall be entitled to select the three Management Committee members. Until the first regular meeting of the Owners is held, the members of the Management Committee shall be;

Eric Budge President
Taunya Budge vice president
Connor Budge Secretary

In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement as provided in the By-Laws.

4.02 The Management Committee may exercise any right or privilege given to it expressly by this declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.03 The Management Committee shall have the rights and obligations set forth in the By-Laws.

4.04 The Management Committee shall be responsible for the exclusive management and control of the Common Areas, Limited Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Management Committee shall be responsible for repair or replacement of Common Areas and Limited Common Areas and shall have the exclusive right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the Management Committee shall be borne as provided in Assessments (Paragraph 4.09) of this Declaration and in the By-Laws.

4.05 The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom or which it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the By-Laws, or any Rules and Regulations. The Management Committee may arrange with others to furnish lighting, water, snow, removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in Assessments (Paragraph 4.09) of this Declaration and in the By-Laws.

4.06 The Management Committee may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respectable interests in the Common Areas.

4.07 The Management Committee may make Rules and Regulations governing the use of Units and of the Common Areas and Limited Common Areas, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

4.08 The Management Committee may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Rules and Regulations, or with the obligations of an Owner under this Declaration; after sending such Owner a notice of

non-compliance, at least ten (10) days prior to any meeting at which action may be taken by the Owners. The Management Committee may also take judicial action against any Owner to enforce compliance with the Rules and Regulations, with other obligations, or to obtain for non-compliance, all to the extent permitted by law.

4.09. **ASSESSMENTS.**

(A) Declarant, for each Unit owned by it within the Property, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall hereby covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, all assessments, all special assessments, and other fees as provided in this Declaration, the By-Laws, or Rules and Regulations.

(B) The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the Maintenance and operation of the Common Areas and Limited Common Areas or furnishing among other things, expenses of Management; grounds maintenance; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Management Committee employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Owners under or by reason of this Declaration.

(C) Each Unit shall be separately metered for gas and electricity. Costs of gas and electric service shall be paid by the individual Unit Owners. Water and sewer of individual Unit shall be separately metered and costs shall be paid by the individual Unit Owner. Water, garbage, and electricity for Common and Limited Common areas may be metered separately or in combination with individual Units.

(D) Expenses attributable to the Common Areas and to be Limited Common Areas as a whole shall be apportioned among all Units in proportion to their respective undivided interests in the Common Areas and Limited Common Areas. For this purpose Declarant shall be considered to own only the Undivided interest in Common Areas. For this purpose Declarant shall be considered to own only the Undivided interest in Common Areas based upon Units not conveyed by Declarant.

(E) Annual assessment shall be made on a calendar year basis. The Management Committee shall give written notice of each annual assessment with respect to a Unit not less than thirty (30) days not more than sixty (60) days prior to the beginning of the next calendar year. The first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee. Each annual assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(F) In addition to annual assessments, the Management Committee may levy in any assessment year a special assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant thereto shall be assessed to the Owners in proportion to their respective undivided interest in Common Areas. Notice in writing of the amount of such special assessments and the time for their payment shall be given promptly to the

Owners. Payment shall be due on the dates and in the manner provided in the notice. Any special assessment or part thereof shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty days after such date.

(G) All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Unit in favor of the Association. Such lien shall have such priorities as established by law.

(H) To establish a lien for an any unpaid assessment, the Management Committee shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(I) A release of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Utah County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(J) An encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

(K) The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrancer.

(L) The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a judgement of such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of a Unit.

(M) Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has therefore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien and unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquires the Unit.

(N) Subject to the provisions of subparagraph (I), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE 5. NATURE OF OWNERSHIP

5.01 Interior of Units. Subject to the provisions of this Section 4.01 and ARTICLE 6, each Owner shall have the exclusive right to paint, repaint, tile wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of such Owner's Unit and the surfaces of all walls, ceilings, floors, and doors within such Subject to the provisions of this Section 4.01 and ARTICLE 6, each Owner shall the right, to construct partition walls, fixtures, and improvements within the boundaries of such Owner's Unit, provided however, that such partition walls, fixtures, and improvements (a) shall comply with all applicable laws, ordinances, and building codes, (b) shall not interfere with facilities necessary for the support, use, or enjoyment of any other part of the Project or any other Unit if a shared facility, (c) shall not impair the structural soundness or integrity of the Building in which it is located, and (d) shall not encroach upon the Common Areas or any part thereof, unless the Board of Directors shall consent in writing to such encroachment. Furthermore, the Board of Directors may impose reasonable regulations regarding hours of construction upon the exercise of the rights specified in this Section 4.01 by Owners of Units.

5.02 Maintenance of Units. Each Unit Owner shall keep the interior of his Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that, any such Unit shall develop an unsanitary or unclean condition or state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate such condition or state of disrepair. The Management Committee may elect to provide cleaning and maintenance services to Unit Owners so wishing to receive such services provided that. The assessments for such services are levied in accordance with Section 9.06 herein.

5.03 Right to Combine Units. Subject to ARTICLE 6, two or more Units may be utilized by the Owner or Owners thereof as if they were one Unit. Except as otherwise provided herein, any walls, floors, or other structural separation between any two such Units, or any space which would be occupied by such structural separations but for the Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as part of the adjoining, units, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two units which, but for joint utilization of the two Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas.

5.04 Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common.

5.05 Ownership Interests in the Common Areas. The undivided ownership interest in the Common Areas shall be allocated among the Units on a pro rata basis based upon the par value of each Unit as compared to the total par value of all Units combined. The par value and corresponding undivided ownership interest in the Common Areas appurtenant to each Value in the Project shall be as set forth in Exhibit A attached hereto. The percentages appurtenant to each Unit as shown in said Exhibit A shall have a permanent character and shall not be altered (a) except with the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to

nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to my Rules and Regulations promulgated by the Association.

5.06 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

5.07 No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring my action for the partition thereof.

5.08 Separation Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber such. Owner's Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or my part thereof except the undivided interest therein appurtenant to such Owner's Condominium. Any mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

5.09 Separate Taxation. Each Condominium within the Project including each Unit and appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

5.10 Mechanic's Lien. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any right, to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas, except the undivided interest herein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

5.11 Description of the Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the common Areas, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

ARTICLE 6. EASEMENTS

6.01 Easements for Encroachments: If any part of the Common Areas encroaches or shall hereafter encroach upon my Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas of any part of a Unit shall hereafter encroach on real property now owned by the Declarant outside the boundaries of the land, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbers either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, raising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

6.02 Common Areas Within Boundaries of Units and Easements for Maintenance, Cleaning, Repair and occasional vehicle traffic. As set forth in Section 1.31 herein, notwithstanding the fact that they may be within the boundaries of such Unit, all structures, supports, installations, equipment, and apparatus necessary for the support or for the use and enjoyments of any other Unit, including but not limited to bearing walls, floors (except the floor covering thereon), ceilings (except the interior surfaces thereof), and roofs, foundations, columns, supports, beams, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit, shall be Common Areas and shall not be a part of a Unit. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary and after reasonable notice to the occupant of such Unit for the maintenance, cleaning, installation, repair or replacement of any Common Areas and in connection with any cleaning, maintenance installation, repair, replacement of any Common Areas and in connection with any cleaning, maintenance, installation, repair, replacement landscaping, construction, or reconstruction for which the Association is responsible. The Association shall also have the irrevocable right of access to each Unit for making emergency repairs necessary to prevent damage to the Common Areas or to another Unit or Units, provided that a reasonable effort is made to provide notice to the occupant of the Unit prior to entry. Any such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

6.03 Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas as necessary for access to such Owner's Unit, and each Owner shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Condominium.

6.04 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the Common Areas facilities for use by Owners generally or by the Association and its agents exclusively.

6.05 Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and making improvement therein as shown on the Map and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declaration and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

6.06 Easements Hereafter Deemed Created. All conveyances of Condominiums within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyances.

6.07 Emergency and Utility Services. Fire, police and other emergency personal and utility and communication companies shall have an easement over and upon the parking areas and all exterior walkways and side walks within the Project for purposes of carrying out their duties and responsibilities.

ARTICLE 7. USE RESTRICTIONS

7.00 Primary Uses. The business park is a project consisting of commercial uses permitted by the City of Spanish Fork No Unit shall be used for any purpose or in any Manner prohibited by this ARTICLE 7 or by Orem City's zoning ordinances. The Units may be used for any such uses as are allowed by Orem City's zoning ordinances.

7.01 Clean Orderly Tenants. The business park was constructed to provide a clean and orderly place of business for tenants who would have frequent customers, or professional office personnel. The office/warehouse business park was not intended to provide parking for a construction fleet, heavy equipment storage, or a cleaning and fleet maintenance facility. Neither was the park intended to provide a "Woodshop" or manufacturing facility that produces messy byproducts. The current Orem zoning for the commercial site is M2. Current listing for M2 zoning includes many diverse business categories, including: light-commercial, warehousing, quazi-retail/warehousing, professional, and many service-based light-industrial business. Businesses that produce excessive amounts of trash, messy or smelly by-products will only be allowed if a unanimous vote of the Management Committee agrees to their occupancy.

7.02 Model Units, Sales Offices and Advertising Signs. Notwithstanding anything in this Declaration to the contrary, Declaration and Declarant's duly authorized agents, representatives and employees shall have the right to establish and maintain model units and sales offices in the Project, and the right to use such model units and sales offices during the period that Units in the Project remain unsold. Declarant reserves the right to relocate the sales model units and the sales office from time to time within the Project. Declarant further reserves the right to maintain advertising signs on the Project and to place the same in any location, and to relocate, replace, and remove the same at the sole discretion of Declarant during the period that Units in the Project remain unsold.

7.03 Leasing. All leases of Units and other rental agreements regarding Units shall be in writing and shall provide that the terms of such lease or rental agreement are subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. Any breach of any of the foregoing by a tenant under a lease or rental agreement shall constitute as breach by the Owner of this Declaration and also a default under the lease or rental agreement. If any tenant breaches, any provision contained in this Declaration, the Articles, the Bylaws, or the Rules and Regulations, the Owner shall immediately take such actions as may be necessary to correct such breach, including, but not limited to, the eviction of such tenant. The Management Committee shall have the authority to impose fines pursuant to Section 9.08 herein upon any Owner and/or any tenant who is in breach of this Declaration, the Articles, the Bylaws or the Rules and Regulations as described in this Section 6.03.

7.04 Sign Restrictions. No sign or advertising device of any kind shall be erected or maintained in any Unit except normal and customary commercial signage that complies with applicable state law and local ordinances. The only exception of non-standard commercial signage that may be allowed for temporary periods or 30 days or less may be for the display or decoration of grand openings, holiday decorations, or other non-recurring temporary signage.

7.05 No Noxious, Offensive, or Unsightly Activities or Conditions. No noxious, offensive, or unsightly activities or conditions shall be carried on, in, or upon

any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause disturbance or annoyance to Owners. No activities shall be conducted, improvements constructed, nor conditions created in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. So long as all commercially reasonable efforts to design and maintain ventilation systems of any particular Unit so as to eliminate odors to the greatest degree possible emanating from such Unit, and so long as the Unit's Owners and tenants diligently use procedures to minimize emission of such odors, the occasional emission of such odors in the normal course of business operations shall not be deemed a violation of this provision.

7.06 No Alterations, Additions, Removals, or improvements. No Owner shall, without the prior written consent of the Management Committee in each specific instance, do any act that would impair the structural soundness or integrity of the Building or other improvements, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project. Except as otherwise provided in Section 4 above, no Owner shall without the prior written consent of the Board of Directors in each specific instance, make, or cause to be made any alterations, addition, removal, or improvement in or to the Common Areas or any part thereof.

7.07 No Obstructions or Storage. No Owner shall obstruct the Common Areas or any part thereof except as provided for in this Declaration, the Bylaws, or the Rules and Regulations. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless expressly permitted by this Declaration, the Bylaws, or the Rules and Regulations or unless the Management Committee shall consent thereto in writing. Storage containers, PODs, or trailers shall not be set up or stored for more than two weeks in any common area of the business park or on area street parking. Any short term trailer storage or container should not interfere with cross access traffic easements for more than 2 days. Every option should be taken by owner/occupant to preserve cross access drive easements. Failure to observe open cross-access drive easements will result in possible towing by the management at the owner-tenants expense.

7.08 No Overloading. No Owner shall bring anything into such Owner's Unit or permit anything to be done in such Owner's Unit that will cause damage to the Building or structure. No Owner shall overload the floor of such Owner's Unit. No Owner shall permit the use or operation in his Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate or shake the Building or portions thereof.

7.09 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Management Committee, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, or shall anything be done or kept in any Unit that would increase the rate of increase on the Project or any part thereof over that which the Association but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, license or invitees of such Owner. There shall be in subrogation rights against an Owner, Tenant or Association for any loss covered by any insurance.

7.10 Rules and Regulations. Each Owner shall comply strictly with all Rules and Regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project as such Rules and Regulations may be modified, amended, and construed by the Association in accordance with the provisions of this Declaration.

7.11 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived so the extent necessary or convenient to permit such construction; provided,

however, that during the course of such construction, nothing shall be done which will result in a violation of any said provisions, covenants, conditions, or restrictions upon completion of the construction.

7.12 Vehicle and Parking Restrictions. No unlicensed, abandoned, or immobile vehicle shall be parked anywhere within the Project. In the event that oil, chemicals, or other fluids are deposited upon any Common Area, such oil, chemical, other fluid deposit shall be cleaned and removed by the Owner responsible for such deposits. The Board of Directors may adopt Rules and Regulations to implement the provisions of this Section 6.12.

7.13 Parking Areas. Certain Common Areas of the Project are designated on the Map as areas reserved for parking. The Project has parking spaces that are designated on the Map as disabled parking. All parking spaces within the Project designated as Common Areas shall be available for non-reserved use to any person who is an Owner, tenant, occupant, employee, patron, service-provider, or guest of any Unit within the Project. In addition, the Management committee may require that Owners, tenant occupants, and employees thereof bare identification tags or stickers on their vehicles or assign the appropriate number of parking stalls per unit and enforce or limit office condo units from using more spaces than what is allotted to them.

7.14 Removal of Vehicles. The Association may cause the removal of any vehicle wrongfully parked within the Project, including a vehicle owned by any occupant or Owner. The Association shall not be liable for any damages incurred by the vehicle owner because of such removal or for any damage to the vehicle caused by such removal unless such damage resulted from the intentional act of any agent of the Association.

7.15 Trash Removal. Each Unit Owner or tenant shall be responsible for the removal of all the trash and refuse from that Owner's Unit to the Collection point located within the Project for trash collection or such other locations outside the Project as such Unit Owner may determine. The Board of Directors may adopt Rules and Regulations governing the manner of trash and refuse collection and the type and use of the trash and refuse collection point, dumpster, and other related facilities located in the Project. No vehicle shall be parked in a parking space or otherwise be located in such a manner as to block, a collection truck's access to said trash collection point. No hazardous substances shall be handled or disposed of in any manner in the trash and refuse collection point. The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state of Utah under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), and comparable state and federal statutes. The Association shall provide for payment of all expenses arising out of or connected with the maintenance and operation of the trash collection point through a common area assessment as provided for in Article 9 herein.

7.16 Automobile Maintenance. There shall be no maintenance (other than vehicle washing and cleanup) or repairs, including but not limited to oil changes, performed within the Common Areas of the Project on any automobile except for any emergency repairs that are necessary in order to remove the vehicle to a proper repair location.

7.17 Commonly-Metered Utilities. The Board of Directors may adopt Rules and Regulations regulating the use of any commonly-metered utilities that are paid by the Association.

7.18 Compliance With Law. No Owner shall permit anything to be done or kept in his or her Unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency.

7.19 Sound Transmissions. Without the prior written consent of the Board of Directors, no Unit shall be altered in any manner that would increase sound transmissions, resonances or reverberations to any adjoining or fitter Unit, including, but not limited to, the replacement, modification or penetration of any flooring or floor covering, ceiling or wall or the penetration of any wall, floor or ceiling that increases sound transmissions, resonances or reverberations to any other Unit.

7.20 Window Cleaning. Except to the extent that the Association provides such services, pursuant to Section 6.23 below, each Unit Owner shall be responsible for cleaning all exterior surfaces of the windows of or appurtenant to such Owner's Unit.

7.21 Limitations on Painting and Covering. No Unit Owner shall allow any covering, including paint, to be placed on or over the fire sprinkling system heads and caps, and, when painting the ceilings of a Unit, all such caps shall be removed prior to painting and replaced after painting in accordance with the Rules and Regulations.

7.32 Architectural Committee. The Management Committee may, from time to time and in the discretion of the Management Committee, appoint an Architectural Committee and delegate to such Architectural Committee the right and power to approve and disapprove matters submitted to the committee pursuant to the provisions of Sections. 4.01, 4.03, 6.04, 6.06, and 6.19. The Architectural Committee shall consist of three (3) members, one of whom shall be a member of the Management committee. The remaining members of the Architectural Committee shall be Members of the Association. The members of the Architectural Committee serve at the pleasure of the Management Committee and may be removed from time to time and at any time. For a period of fifteen (15) days following the determination of any matter by the Architectural Committee, the decisions of the Architectural Committee shall be appealable to the Management Committee.

7.23 Additional Services. The Management Committee may elect to cause the Association to provide additional services to some, but less than all of the Units provided that the cost of such services shall be charged to the Units receiving such Services pursuant to the provisions of Section 9.06.

7.24 Right of Inspection. Upon reasonable notice and in the company of either the Owner of such Unit or a person designated in writing by the Owner of such Unit, a representative of the Association shall have the right to inspect each Unit to verify compliance with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

ARTICLE 10. INSURANCE

(a) The Management Committee may elect to obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah. The Provisions of this section shall not be construed to require the Management to do business in Utah. The provisions of this section shall not be construed to require the Management Committee to obtain and maintain insurance coverage, except in such amount and in such forms as the Management Committee may deem appropriate from time to time, such as:

- (1) Casualty insurance on the Common Areas in such amounts as shall provide for full replacement thereof in the event of damage or destruction, all in the manner in which a corporation owning similar commercial buildings would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall at a minimum include fire and extended coverage, and extended coverage, and vandalism and malicious mischief coverage. The fire and extended coverage, and vandalism and malicious mischief coverage. The Management Committee may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the opinion of the Management Committee are consistent with good business practice.

(2) Broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall at a minimum include liability for personal injuries, operation of automobiles on behalf of the Association or Management Committee, and activities in connection with the ownership, operation, maintenance and other use of the Property.

(3) Worker's compensation or employer's liability insurance and all other similar insurance in respect to employees of the Management Committee in the amounts and in the forms now or hereafter required by law.

(b) The Management Committee may purchase a fidelity bond in the amount of 150% of the Association's estimated annual operating expenses and reserves, to insure against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(c) The Management Committee may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including any personal property of the Management Committee located thereon.

(d) The Management Committee may obtain insurance on the personal property and furnishings initially placed in the Units by Declarant upon completion of construction of the Property in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualty.

(e) Casualty insurance shall be carried in a form naming the Association as the insured, as trustee for the Owners and for Declarant while an Owner. Such policies shall provide a standard, non-contributory mortgage clause in favor of each first Mortgagee which shall have given notice to the Management Committee of such first mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten days prior written notice is first given to each Owner, to Declarant, and to each first Mortgagee. All policies of insurance shall, if possible, provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall, if possible provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(f) Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners and for Declarant while an Owner, and shall protect each Owner and the Declarant against liability for acts of the Management Committee in connection with the ownership operation maintenance or other use of the Property, such policies of insurance shall provide that all insured (including the Declarant, Owners and Management Committee, and officers of the Association) shall be considered as separately insured and coverage shall be afforded each such insured in the same manner as though separate had been issued to each such insured and the insurance afforded any person or organization as insured under this policy shall not in any way be prejudiced by the inclusion therein of more than one person and/or organization as insured, but the inclusion of more than one insured under the policy shall not operate to increase the limits of the company's total liability under the policy.

(g) Insurance coverage on the furnishings initially placed in the Units by Declarant, except to the extent that the Management Committee pursuant to subparagraph (b) hereof elects to arrange for casualty insurance, and regardless of the Management Committee's election insurance coverage on items of personal property placed in a unit by an Owner, and casualty and public liability insurance coverage within each individual Unit, shall be the responsibility of the respective Owners.

(h) The Management Committee shall receive the proceeds of any casualty insurance payment received under policies obtained and Maintained. To the extent that reconstruction is required, the Proceeds shall be used for such purpose.

(i) Notwithstanding the provisions of subparagraphs (a) and (b) above, each Owner may obtain insurance at his/her own expense providing coverage upon a Units, personal property, personal liability, and covering such other risks as may be deemed appropriate, but each such policy shall provide that it does not diminish the coverage for liability arising under insurance policies which cover the Management Committee, the other Owners, and the servants agents, guests of any of them, if such insurance can be

obtained in the normal practice without additional premium charge.

10. Casualty Damage or Destruction

(a) All of the Owners irrevocably constitute and appoint the Management Committee their true and lawful agent in their name, place and stead for the purpose of dealing with the Property upon its damage or destruction. Acceptance of a deed from Declarant or from any Owner shall constitute appointment of the Management Committee as an attorney in fact for the limited purpose as herein provided.

(b) As attorney-in-fact, the Management Committee shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement as used in the succeeding subparagraphs means restoring the Property to substantially the same condition in which it existed prior to damage, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) In the event any Mortgagee should not agree to rebuild, the Management Committee shall have the option to purchase such mortgage on behalf of the Association by payment in full of the amount secured thereby. The Management Committee may obtain the funds for such purpose by special assessments under paragraph 7 of this Declaration.

(d) As soon as practicable after receiving estimates, the Management Committee shall diligently pursue completion of the repair or reconstruction of the part of the Property damaged or destroyed, but only if the Property is damaged or destroyed to the extent of 75% or less than the value thereof. In the event the Property is destroyed or damaged to the extent of more than 75% of the value thereof, the Owners shall at a meeting within 100 days after such damage or destruction duly called by the Management Committee for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing at least 75% of the undivided interest in the Common Areas agree to the withdrawal of the Property from the provisions of the Act and this Declaration and to its subsequent disposal, the Property shall be repaired, rebuilt or restored to substantially the same condition it was in immediately prior to destruction or damage. The Management Committee may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in

accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the owners may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit s originally constructed pursuant to the original plans and specifications, and the location of an building shall be substantially the same as prior to damage or destruction. The same easements for encroachment as declared in Section 4 shall apply under the provisions of this Section.

(e) The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair or reconstruction. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Management Committee May levy in advance a special assessment sufficient to provide funds to pay the estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in the Declaration Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(f) The insurance proceeds held by the Management Committee and the amounts received from assessments provided for in Sections 9 and 10 constitute a fund for the payment of cost of such repair or reconstruction, such balance shall be distributed to the owners in proportion to the contributions each Owner made pursuant to the assessments the Management Committee made under Section 10 of this Declaration.

(g) If 75% of the Owners and all holders of first mortgages on Units agree not to rebuild, as provided herein, the Property may be removed from the provisions of the Act

as prescribed therein Withdrawal shall be in accordance with the Utah Statutes.

11. Duty of Owner to Pay Taxes on Unit.

Under the Act each Unit and its appurtenant percentage of interest in the Common Areas in the Property is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as result thereof no taxes will be assessed or levied against the Property as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed on the Unit.

12. Computation of Percentage Interest in Common Areas.

The percentage of undivided ownership interest in the Common Areas which is appurtenant to a Unit shall be equal to the ratio of the per value or size of such Unit and the aggregate par value or size of all Units included in the Property. The par value or size of each Unit is shown in the attached Exhibit "A".

13. Amendment of this Declaration

(a) The owners at any time have the right to amend this Declaration and/or the Map upon the approval of owners representing not less than 67% of the undivided interest in the Common Areas.

(b) Notwithstanding anything to the contrary contained in this Declaration, until all but two (2) Units of the Property have been sold, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration or the Map, so long as the amendment involved is consistent with law and does not attempt to divest any property rights of any Owner or first Mortgagee.

14. Service of Process.

Until changed by amendment to this Declaration, the name of the person to receive service of process and his address is:

Robert S. Evelyn
368 West 700 North
Lindon, Utah 84042

15. Mortgages.

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Unit shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) where such interest was made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien on the interest of the purchaser at such foreclosure sale to secure all assessment made pursuant to this Declaration after the date of such foreclosure sale, which lien shall have the same effect and be enforce in the manner a provided herein. All other mortgages shall have such rights and priorities as established by law.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage who does not join in the execution thereof.

16. Indemnification of Management Committee.

Each member of the Management Committee shall be entitled to be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been a member of the Committee.

17. Severability.

If any provision, paragraph, sentence, clause phrase, or word of this Declaration

should under any circumstance be invalidated, such invalidity shall not effect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

18. Topical Headings and Conflict.

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph or provision hereof. In case any provision hereof shall conflict with Utah law, shall be deemed to control.

19. Effective Date

This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

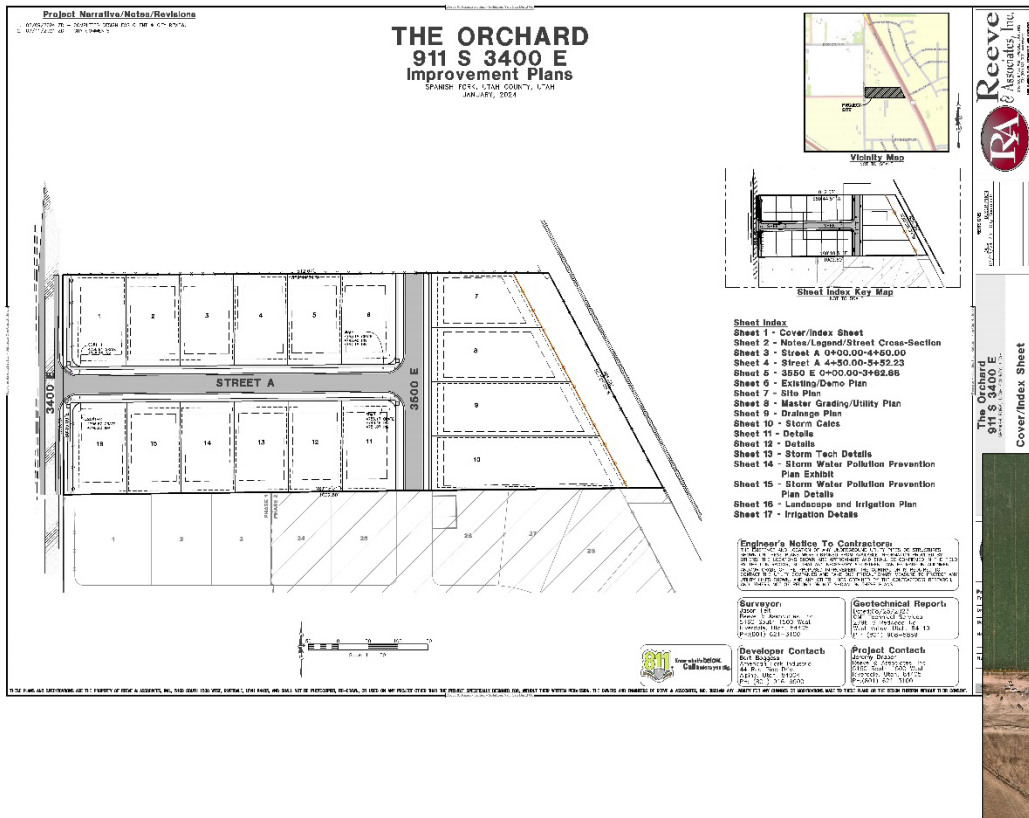
ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes assessments, and charges imposed or levied by reservations and exclusions; and mineral reservation of record and rights incident hereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of way; all easements and rights-of way record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; and easement for every pipe, line cable, wire, utility line, or similar facility which traverses or partially occupies the above-described tract at such time as construction of all Project improvements are complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires utility lines, and similar facilities.

DATED this _____ day March 12, 2024

Piling Industrial

By: _____
Eric Budge- Manager-President

Sate of UTAH }
 } ss
Country }



The Orchard Final Plat Approval Request

March 27, 2024, Development Review Committee meeting.

Located at 911 South 3400 East, including 7.57 acres.

The subject property is zoned R-1-15 with the Master Planned Development Overlay.

The applicant has requested that a Final Plat be approved.

Key Issues

1. Improvements.
2. Utilities.
3. Street Trees.

Recommendation

That the proposed Final Plat be approved based on the following finding and subject to the following conditions.

Finding

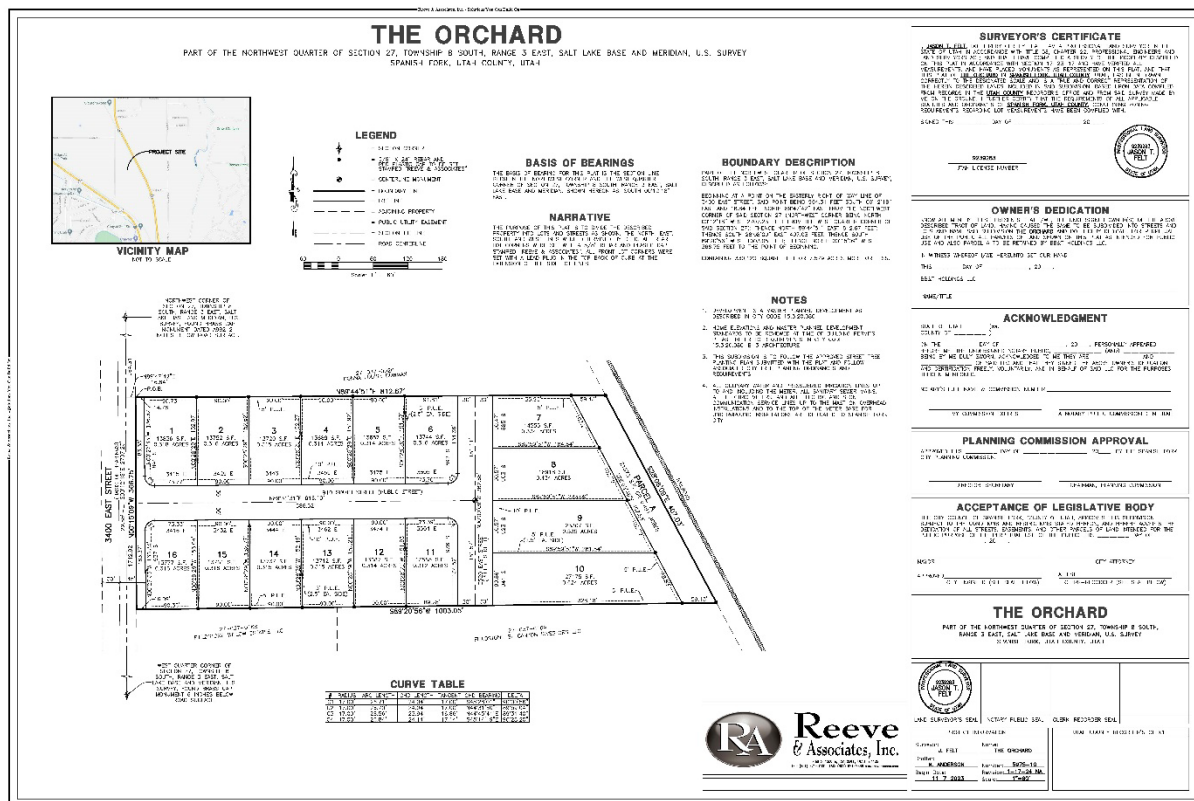
1. That the proposal conforms to the City's General Plan Designation and Zoning Map.

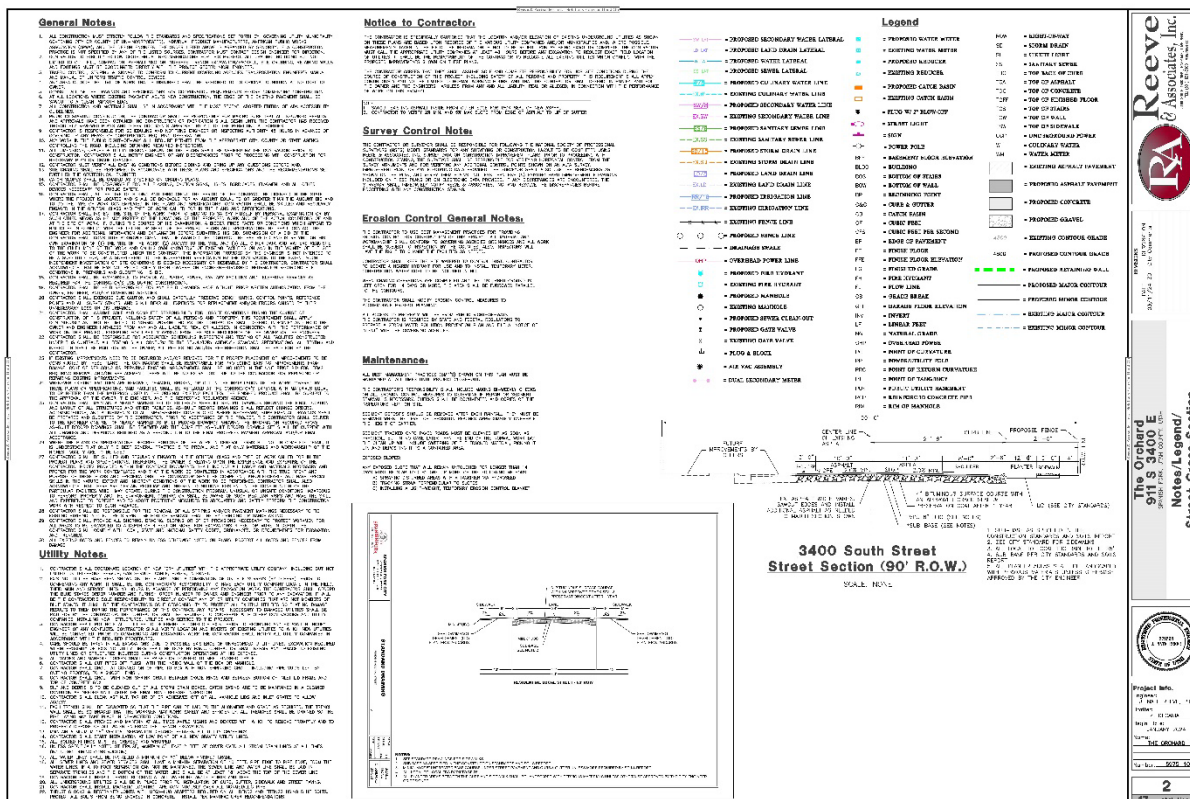
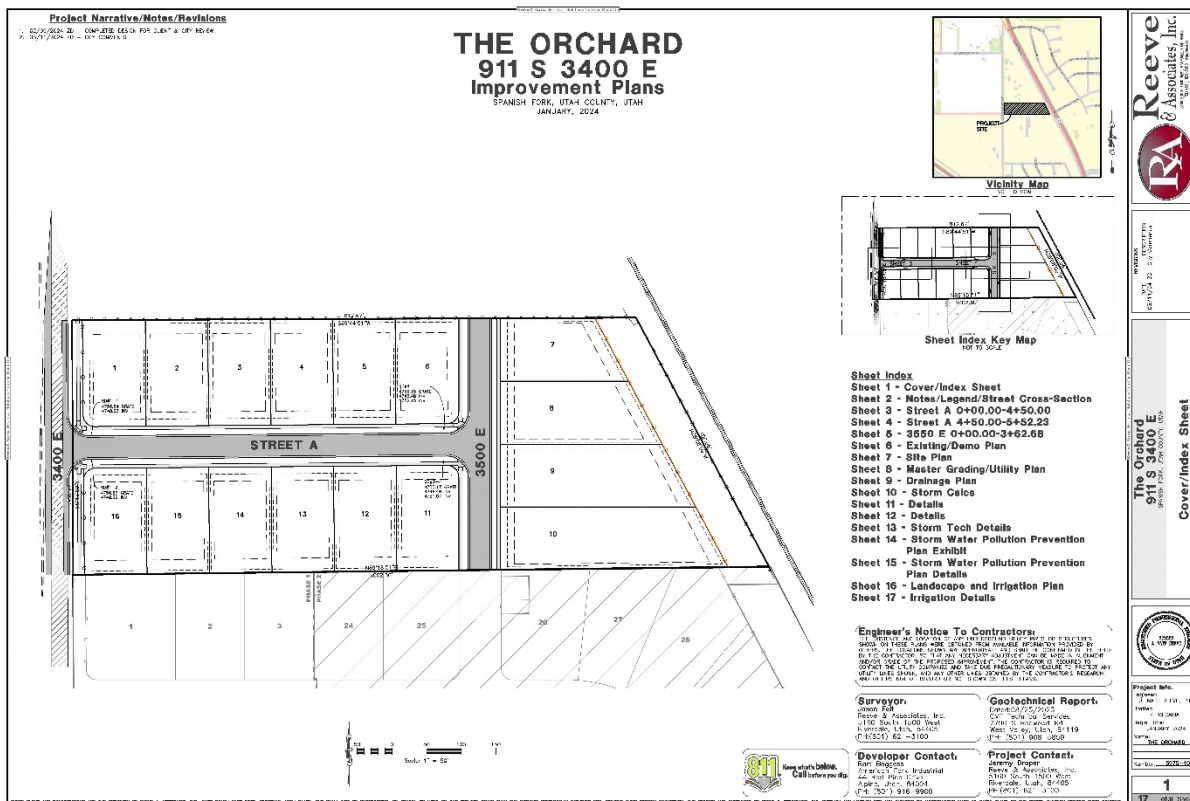
Conditions

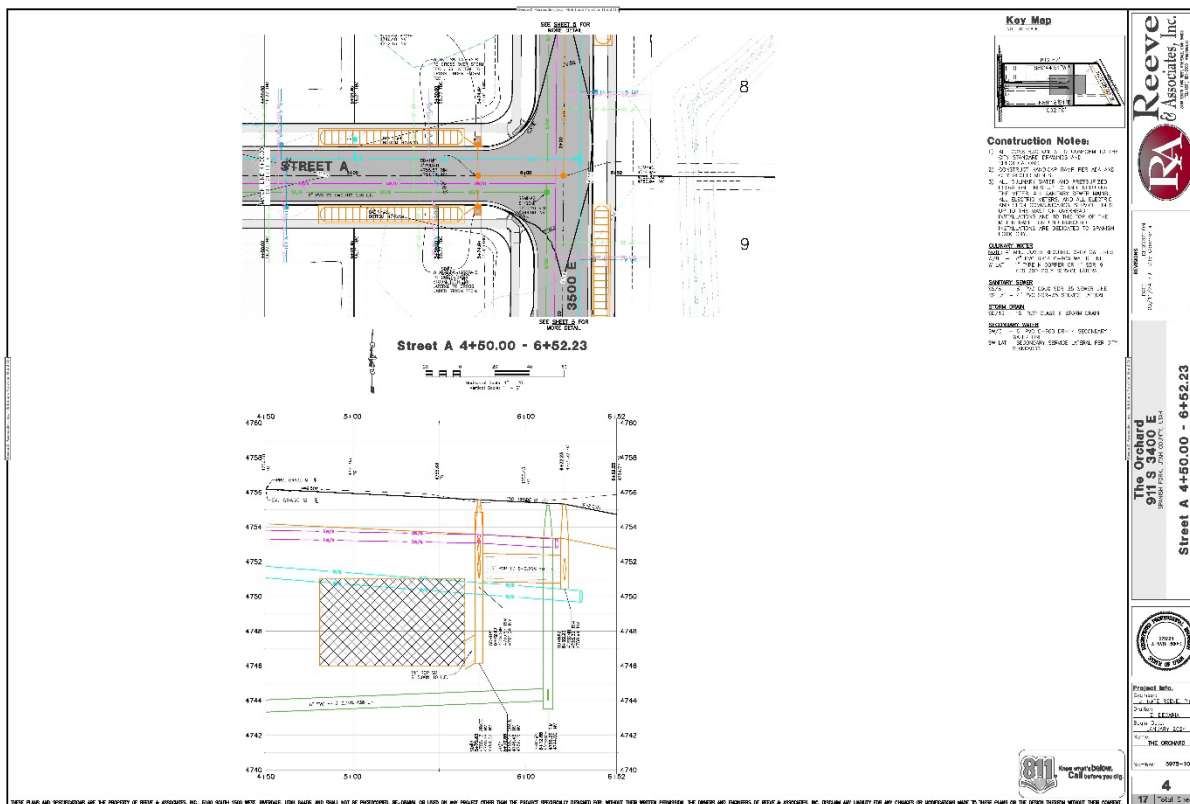
1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines.

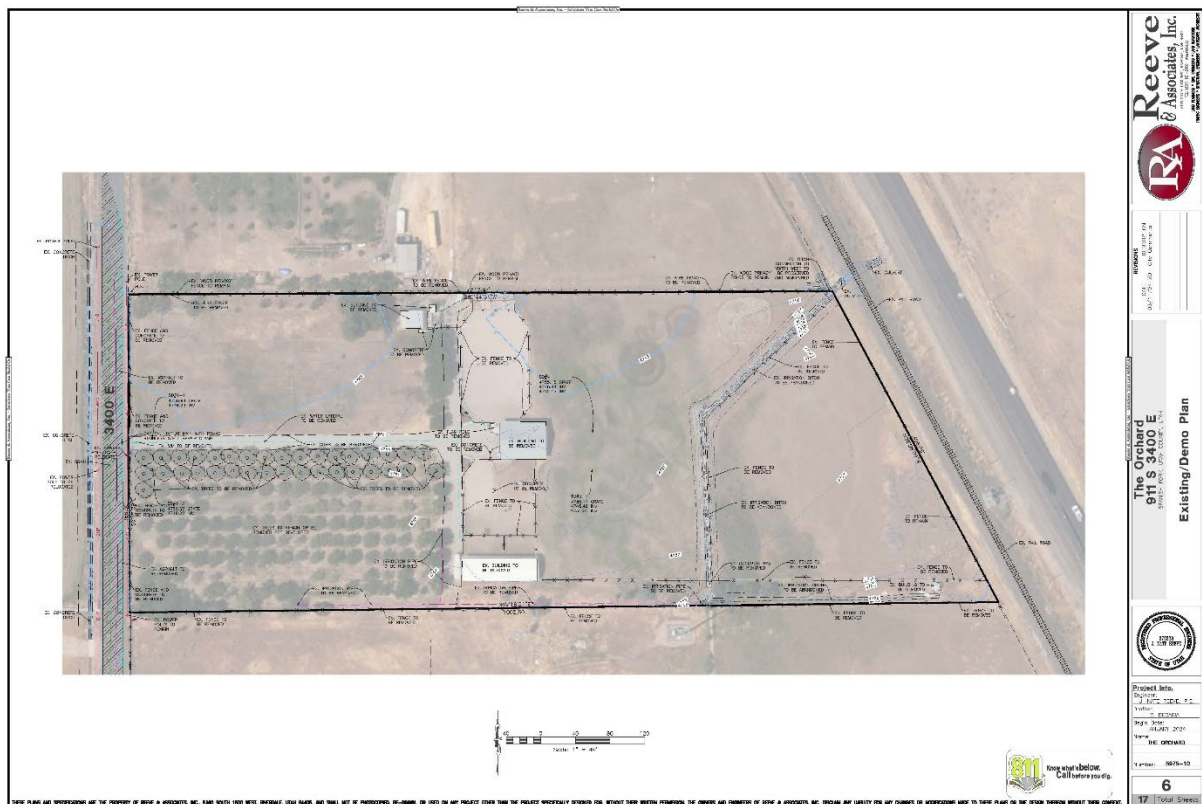
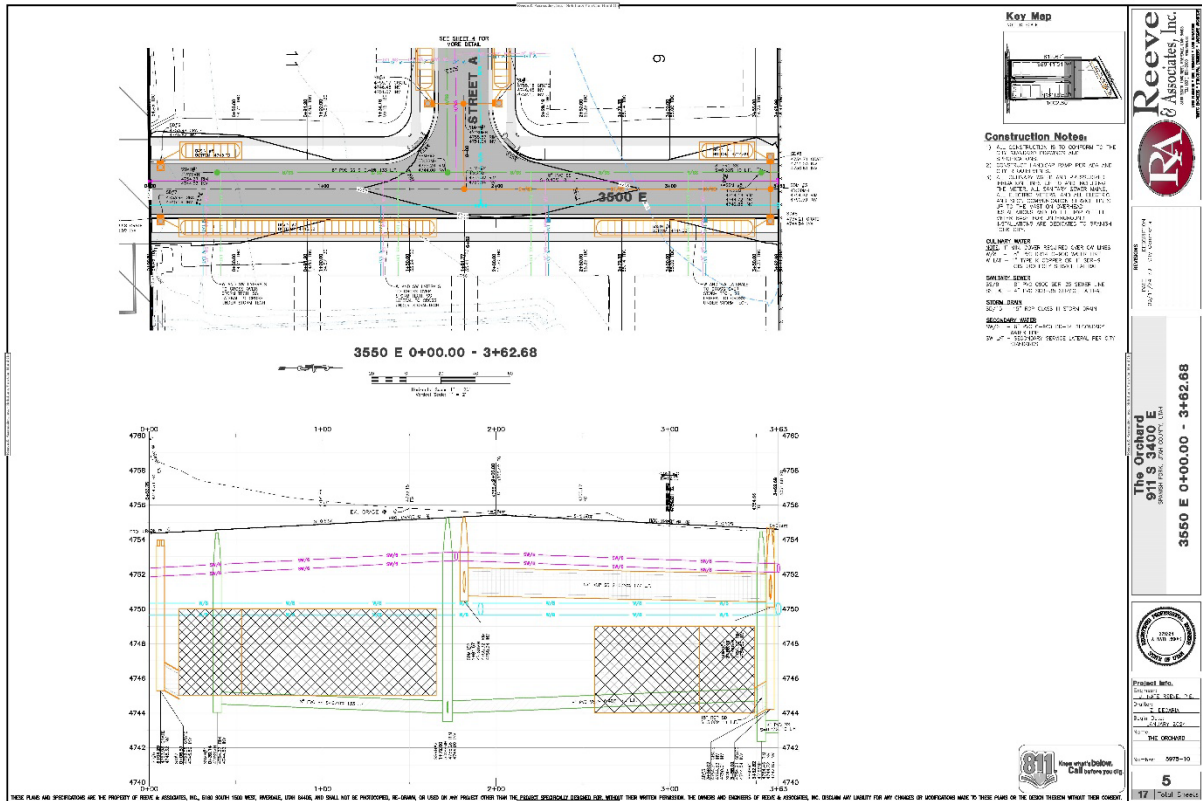
Exhibits

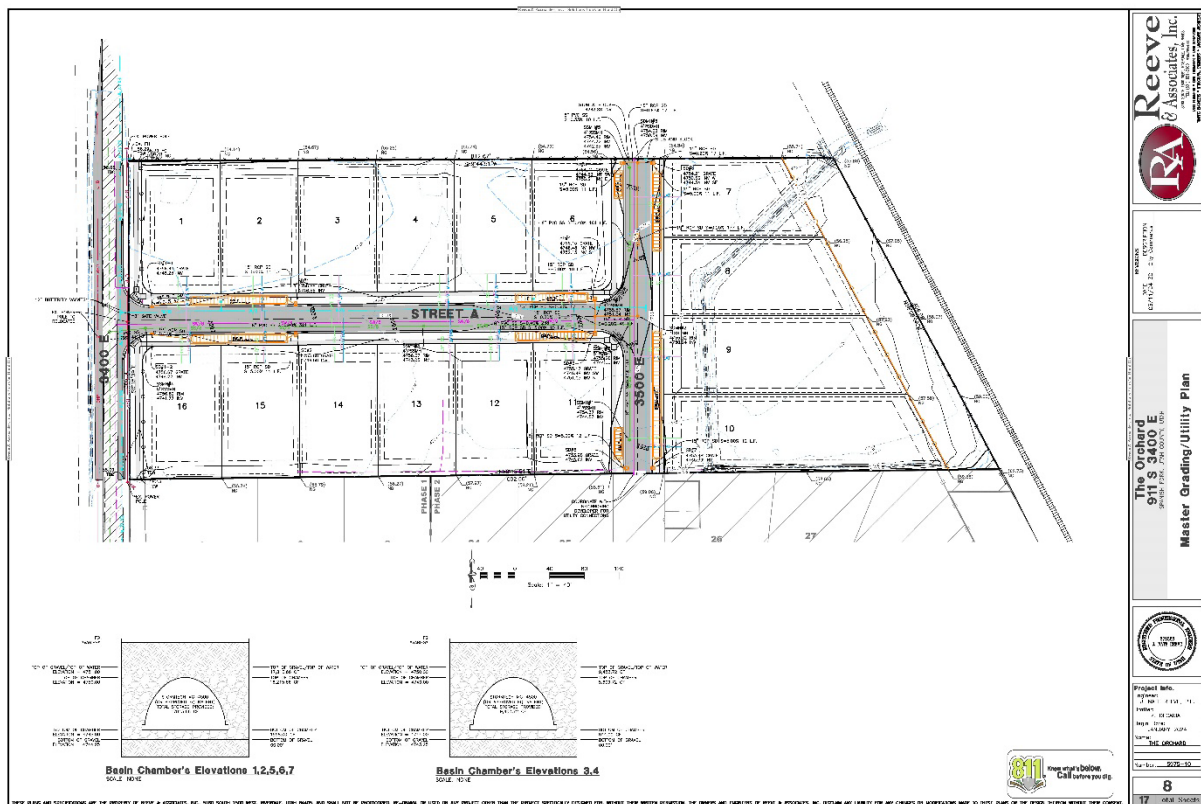
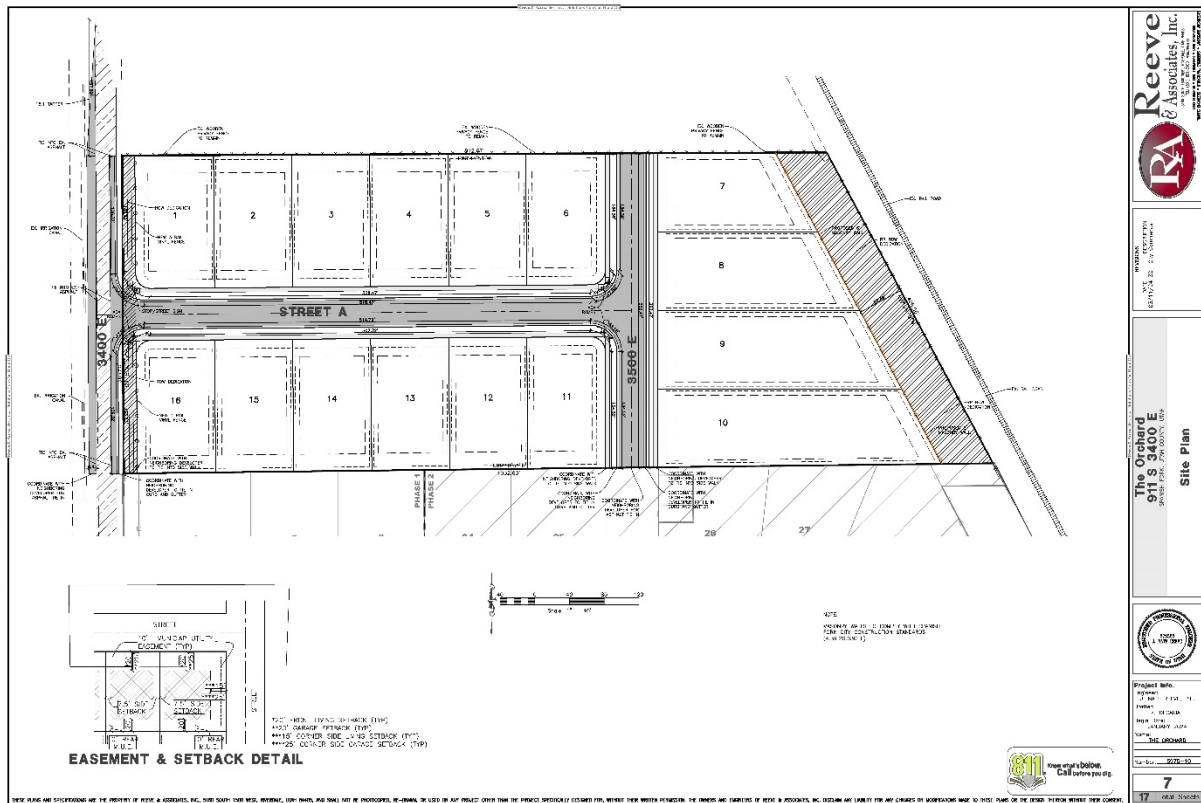
1. Final Plat.
2. Improvement Plans.
3. Street Tree Plan.



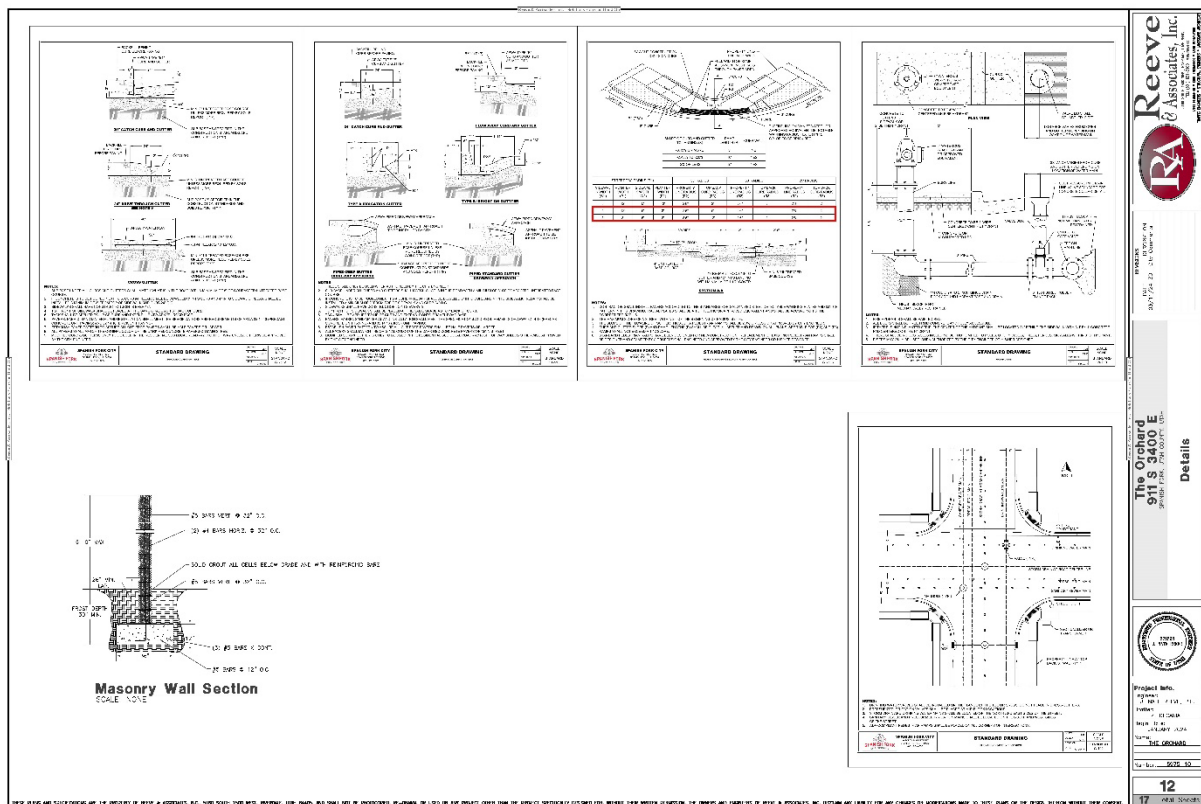


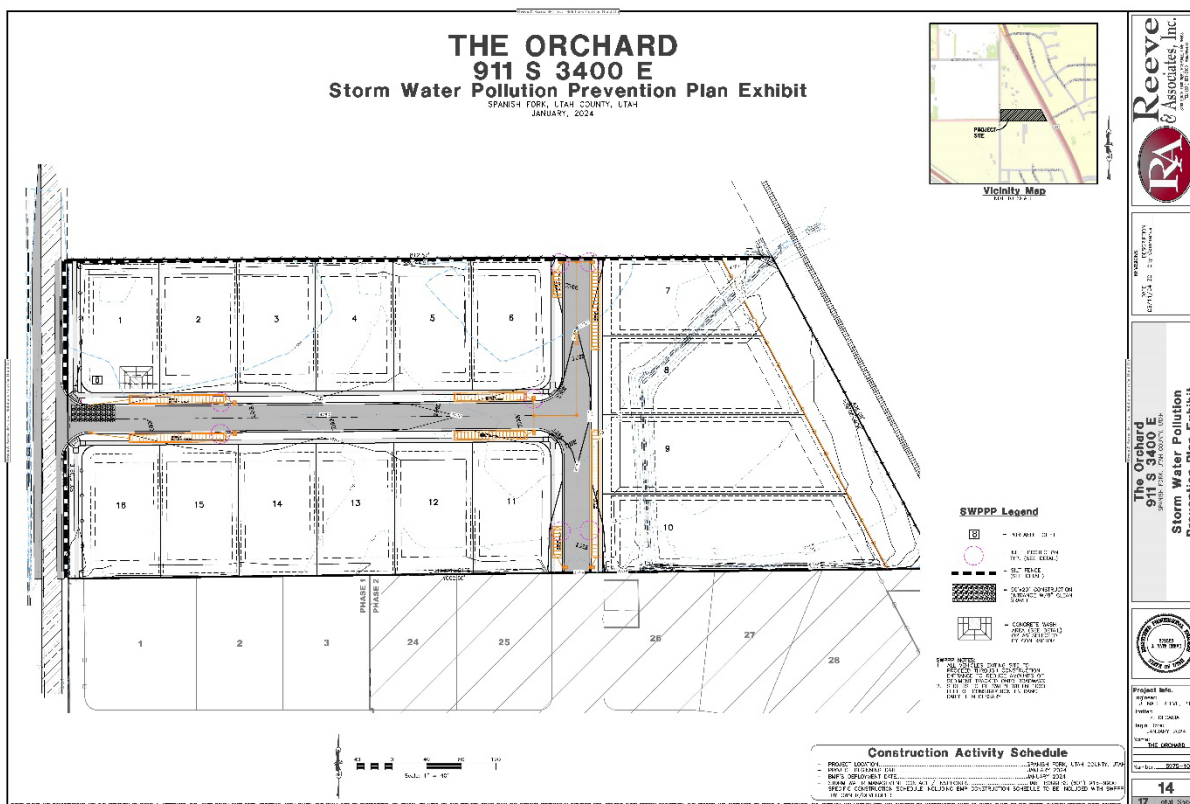
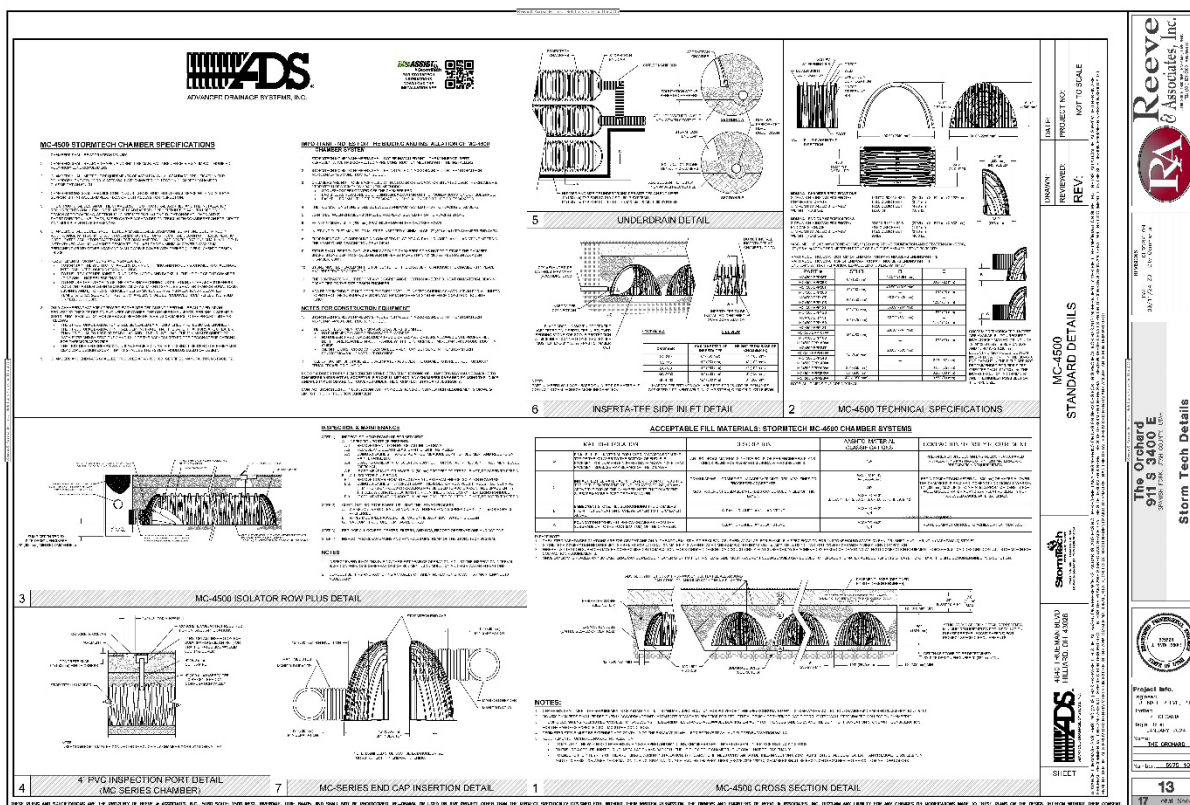




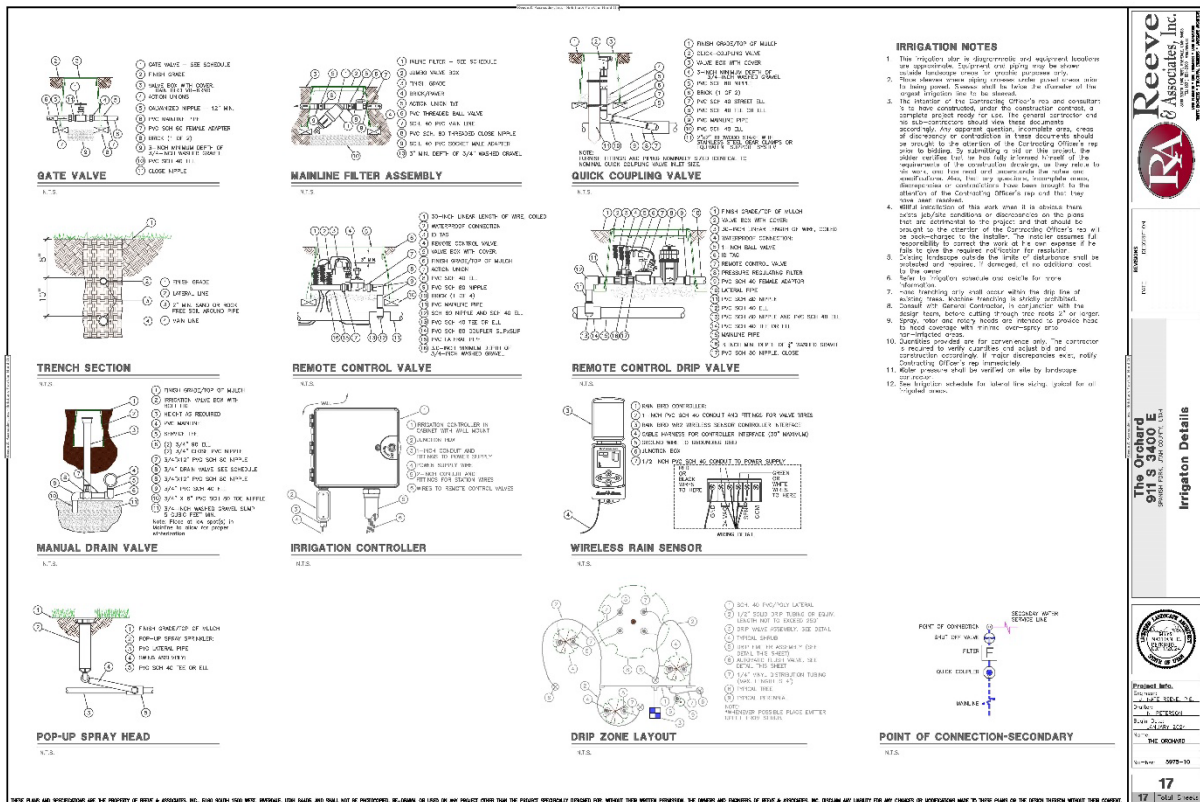
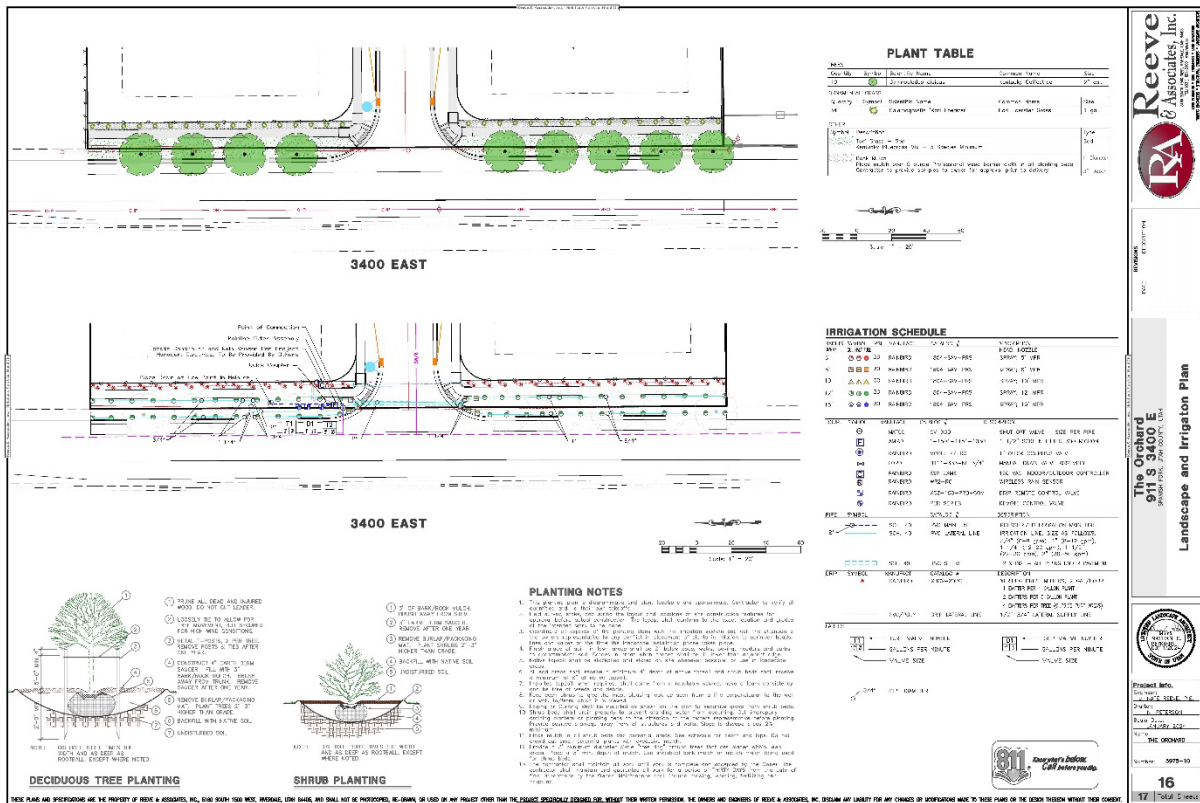


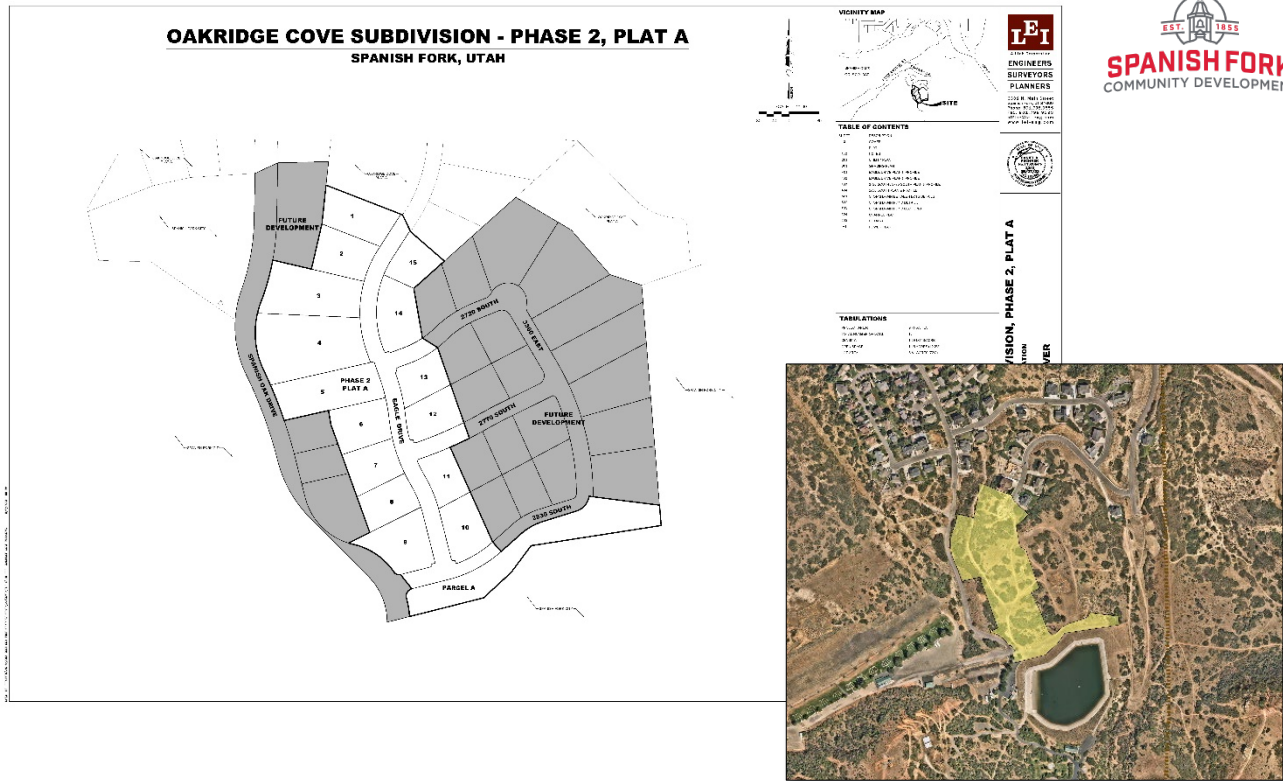






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Oakridge Cove Subdivision Phase 2, Plat A, Final Plat Approval Request

March 27, 2024, Development Review Committee Meeting.

Located at 3200 East Eagle Drive, including 9.45 acres.

The subject property is zoned R-1-15.

The applicant has requested that a Final Plat of fifteen (15) residential lots be approved.

Key Issues

1. Development agreement.
2. Plat notations.
3. Signage.
4. Hillside.

Recommendation

That the proposed Final Plat be approved based on the following findings and subject to the following conditions:

Findings

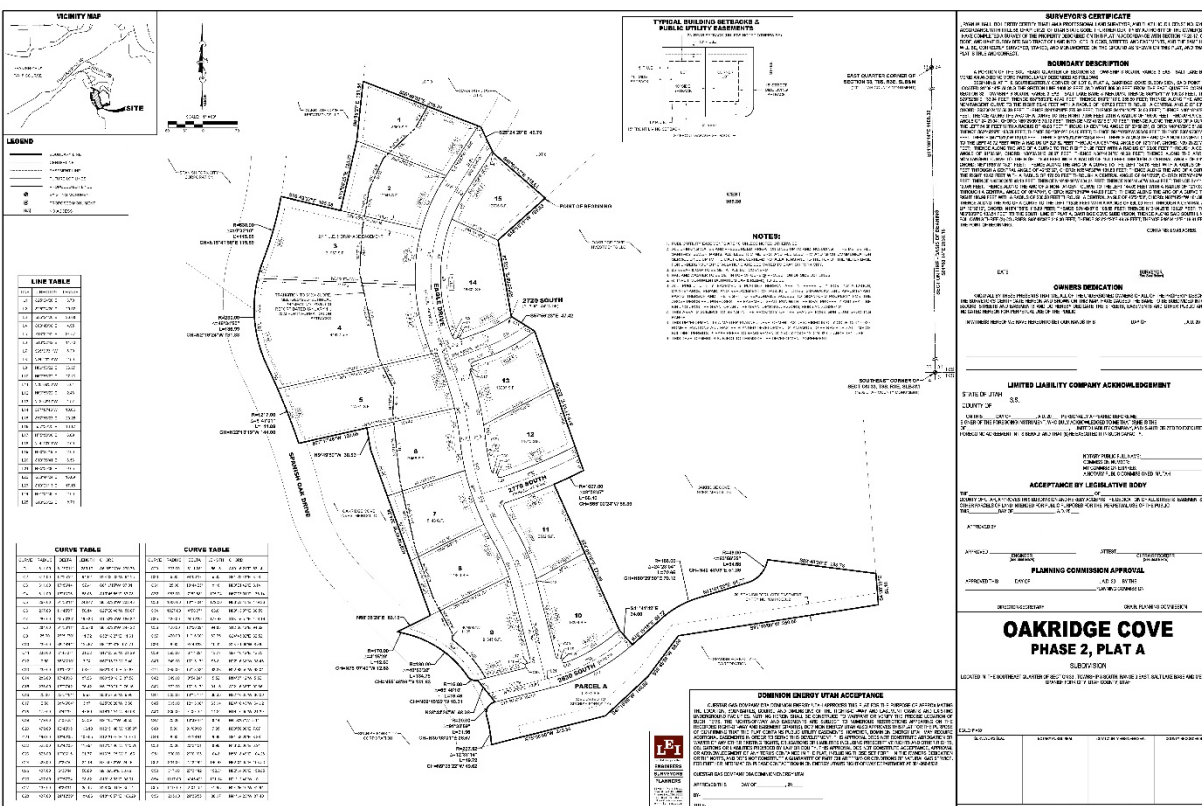
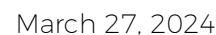
1. That the application conforms to the City's General Plan Designation and Zoning Map.
2. That the application is consistent with the approved Preliminary Plat.

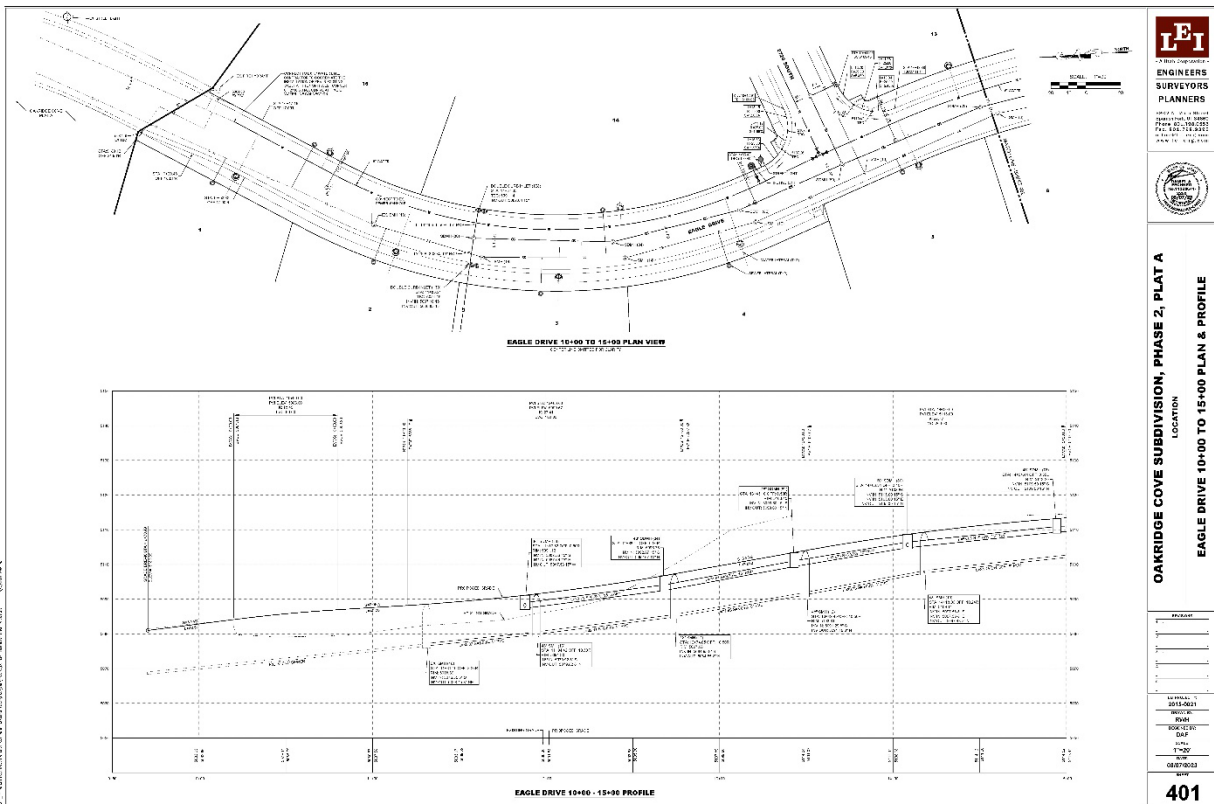
Conditions

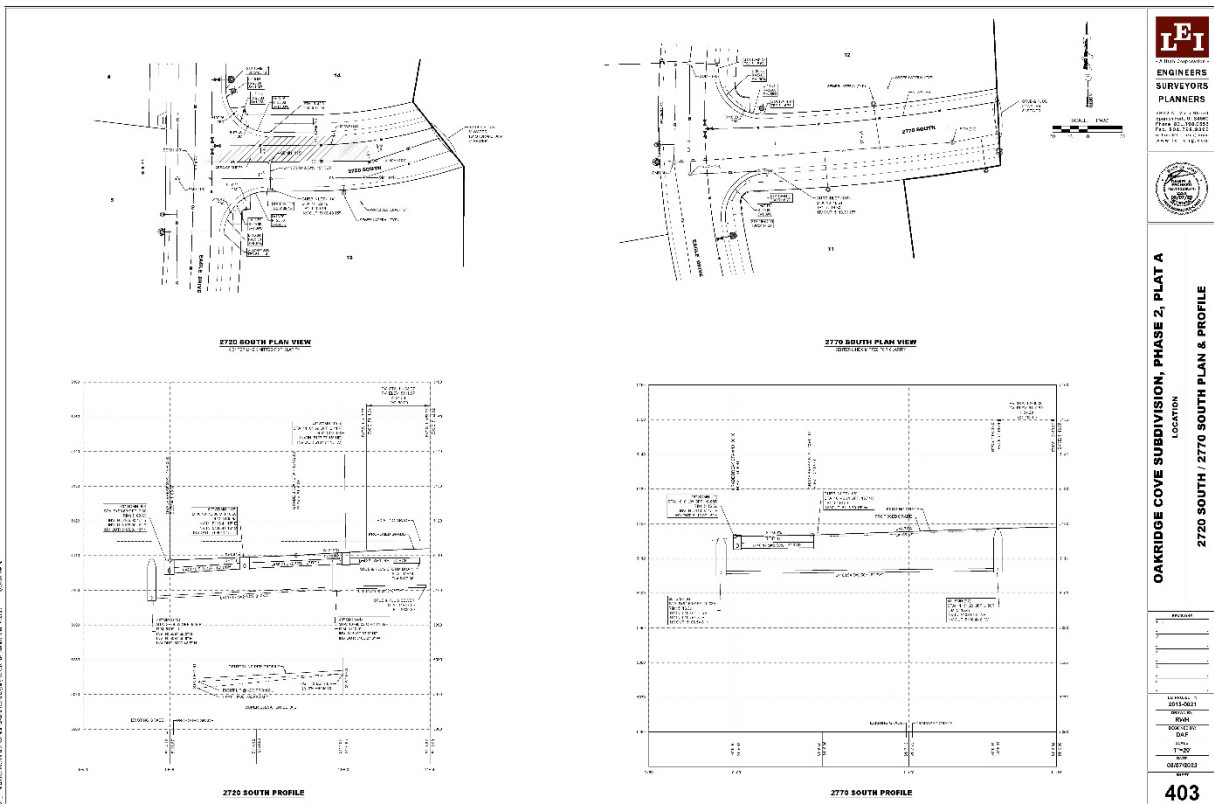
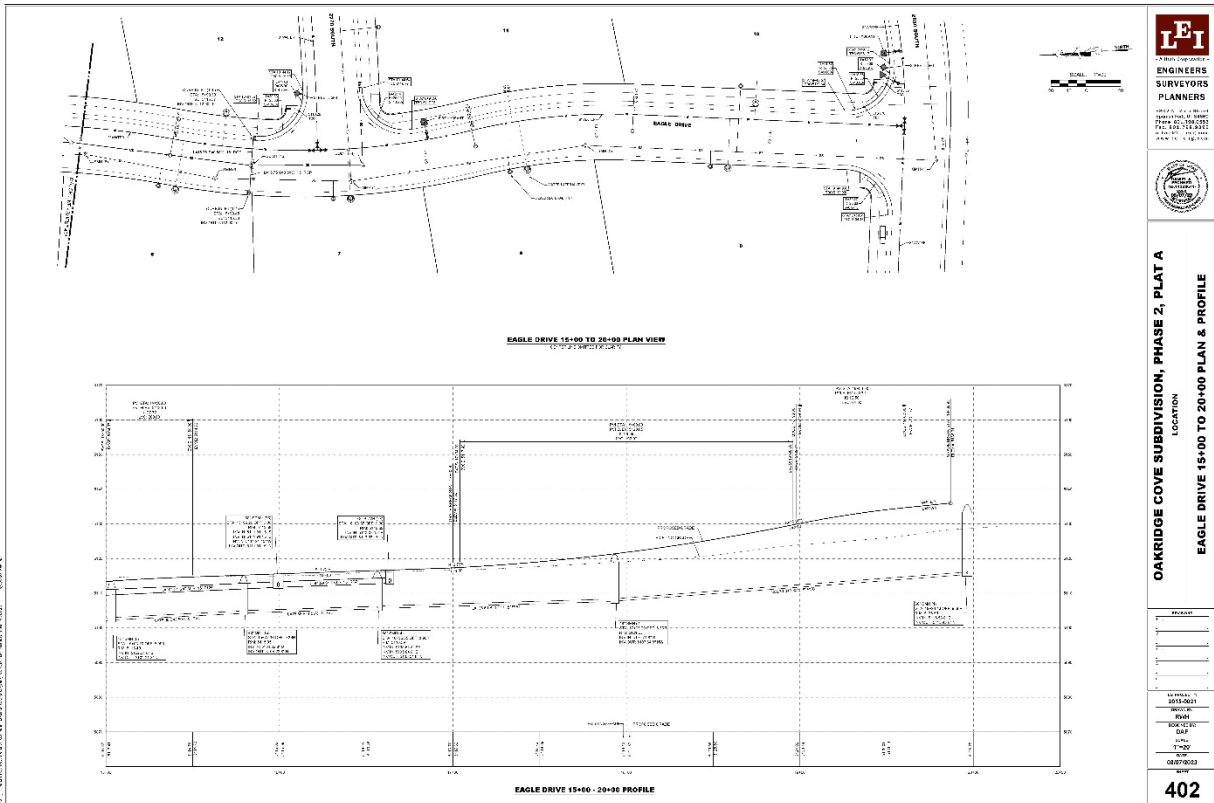
1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

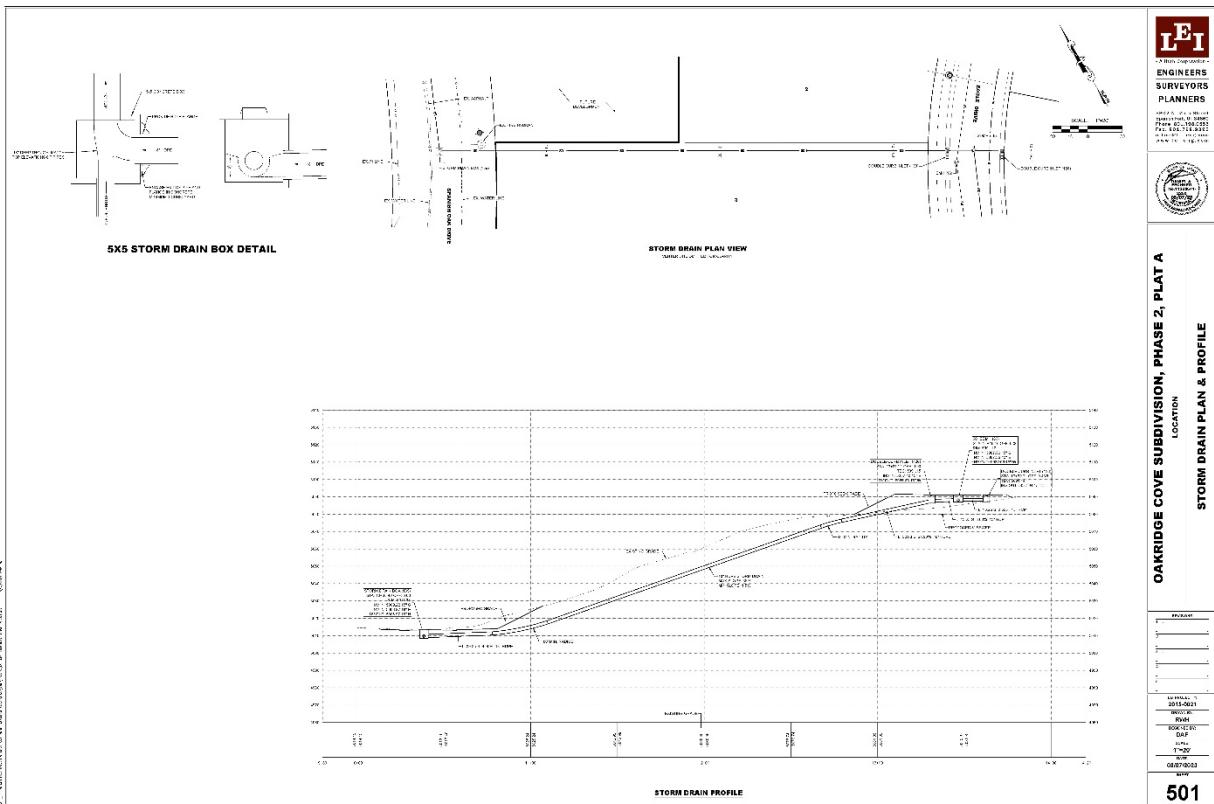
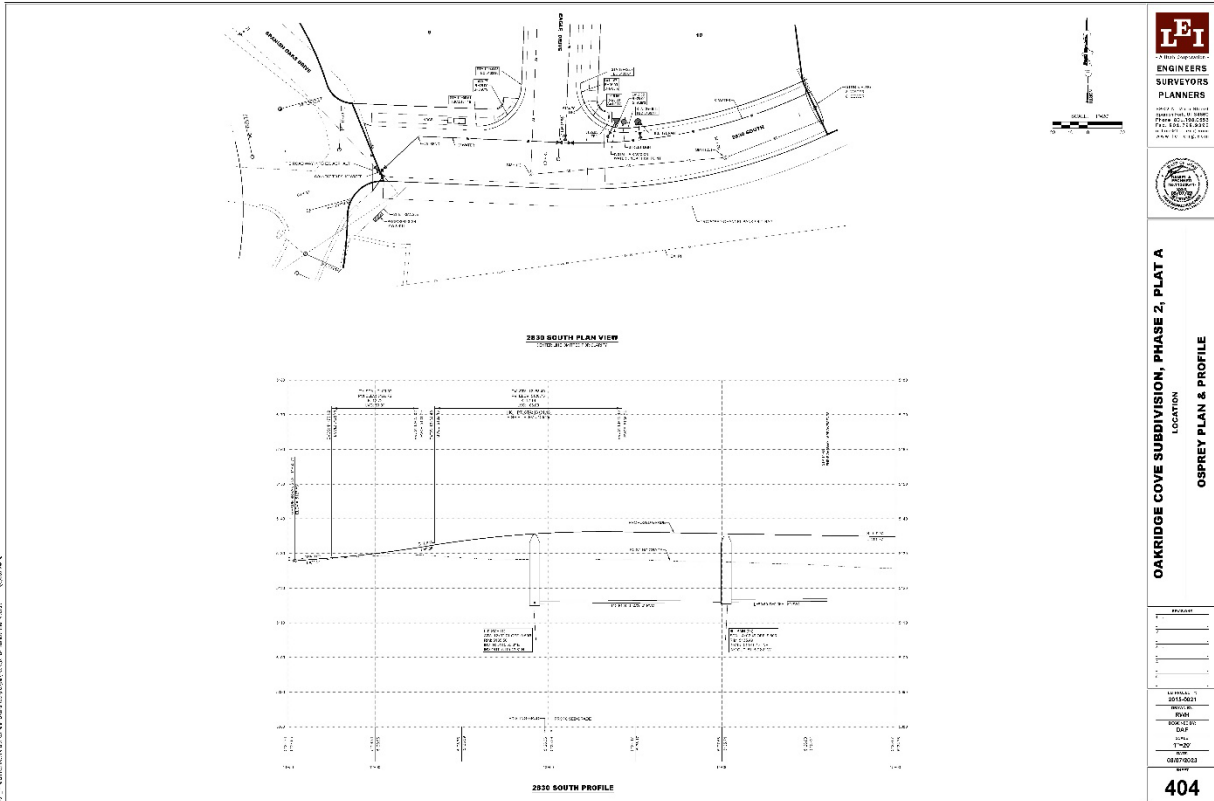
Exhibits

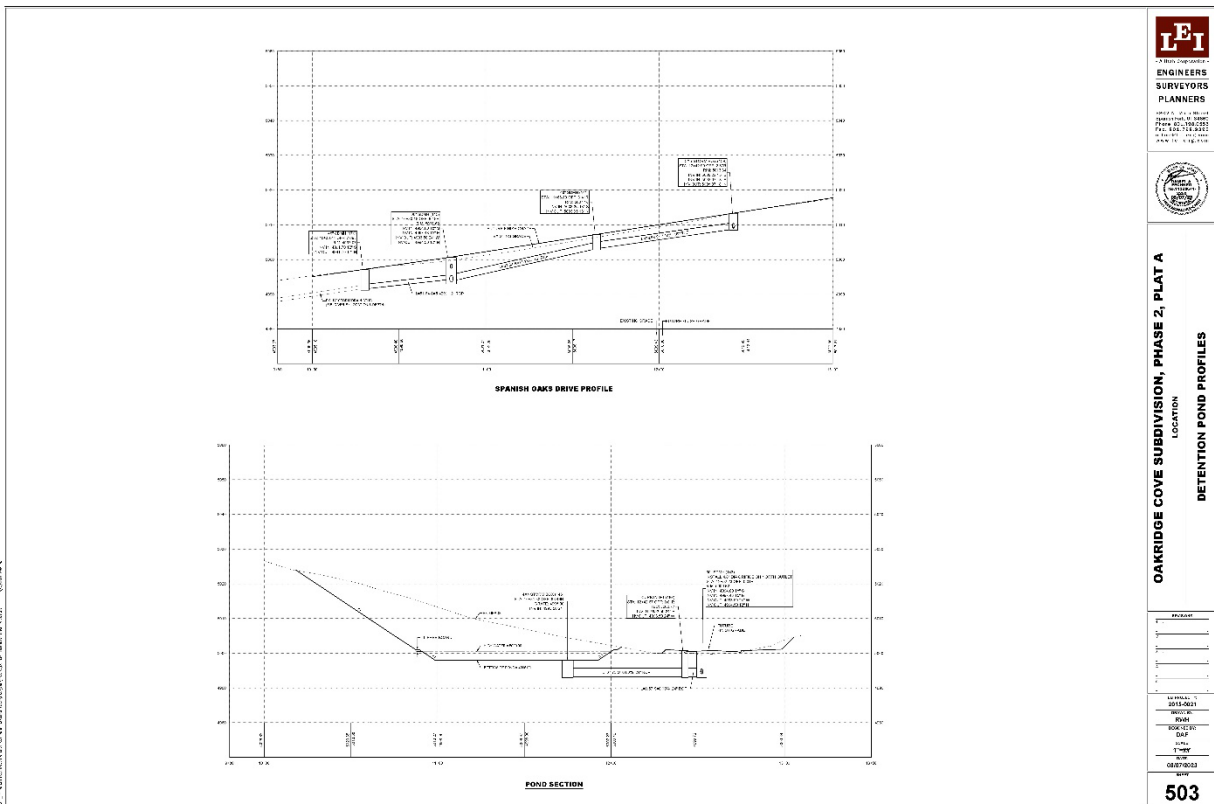
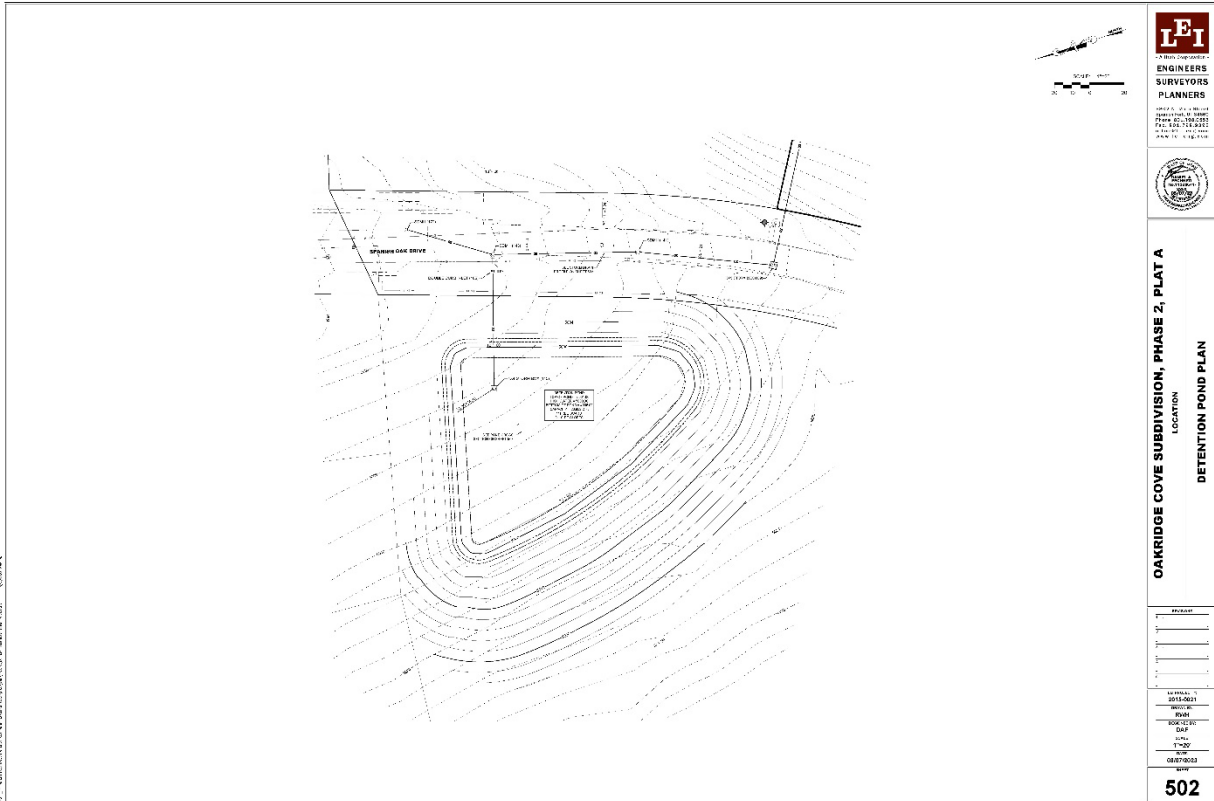
- ### 1. Final Plat.

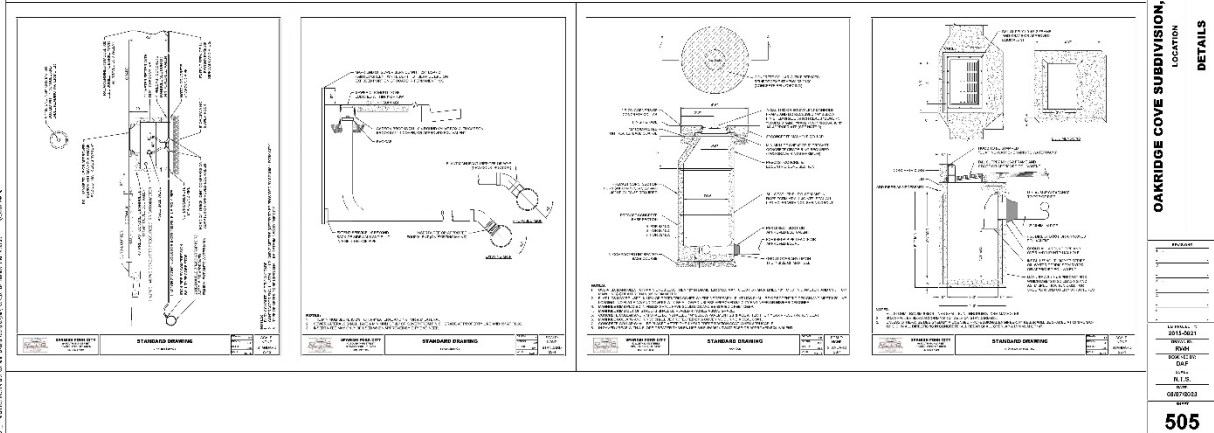
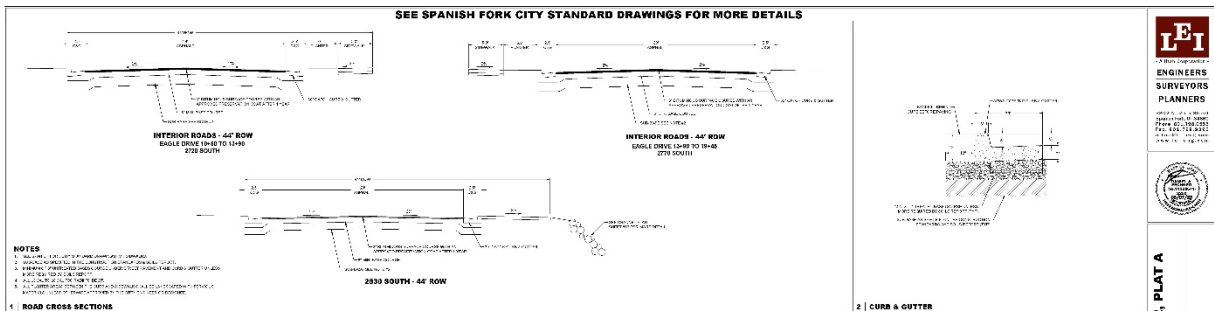
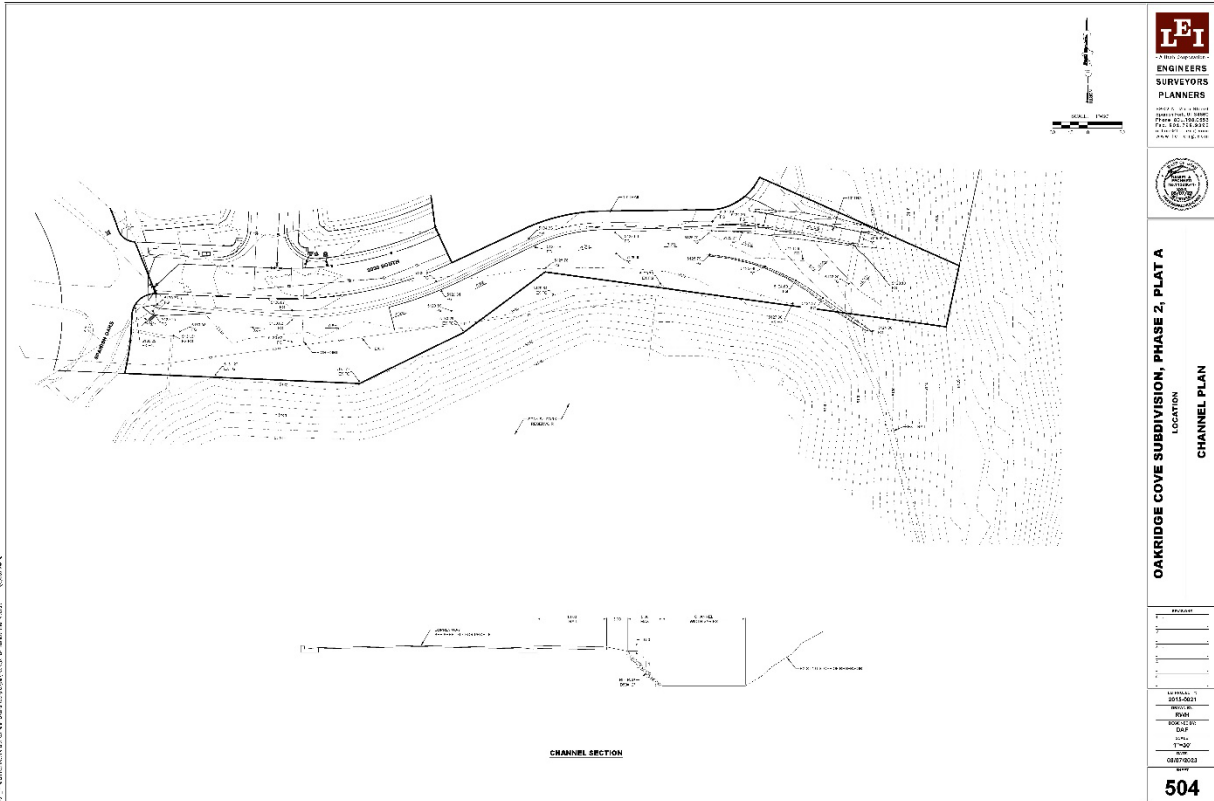


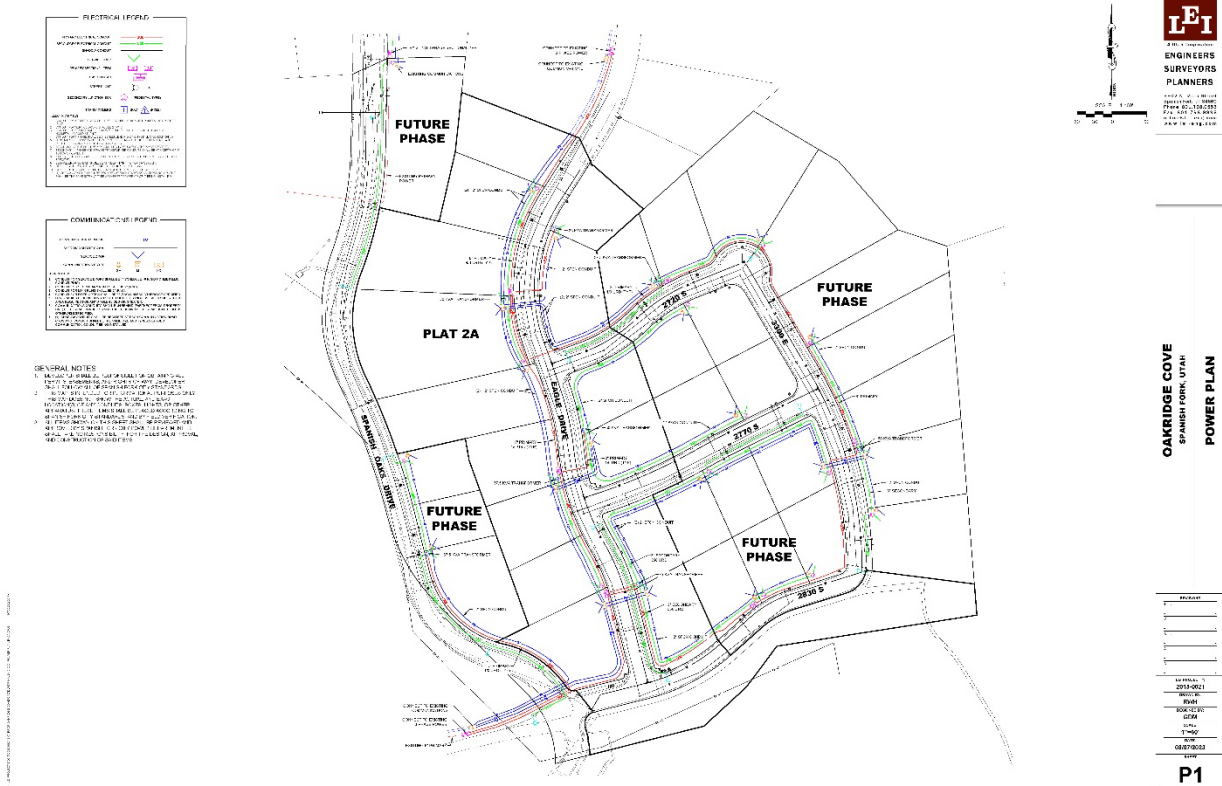


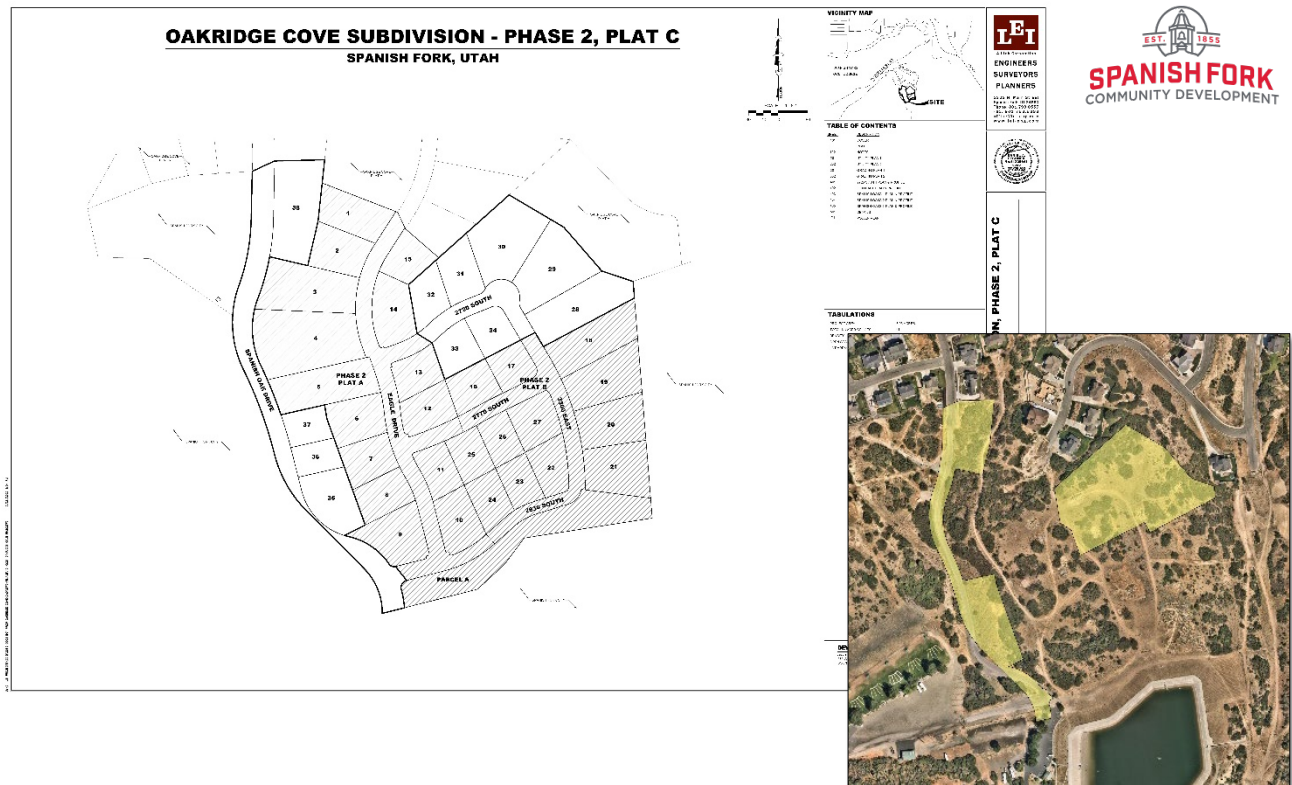












Oakridge Cove Subdivision Phase 2, Plat C, Final Plat Approval Request

March 27, 2024, Development Review Committee Meeting.

Located at 3200 East Eagle Drive, including 6.95 acres.

The subject property is zoned R-1-15.

The applicant has requested that a Final Plat of eleven (11) residential lots be approved.

Key Issues

1. Development agreement.
2. Plat notations.
3. Signage.
4. Hillside.

Recommendation

That the proposed Final Plat be approved based on the following findings and subject to the following conditions:

Findings

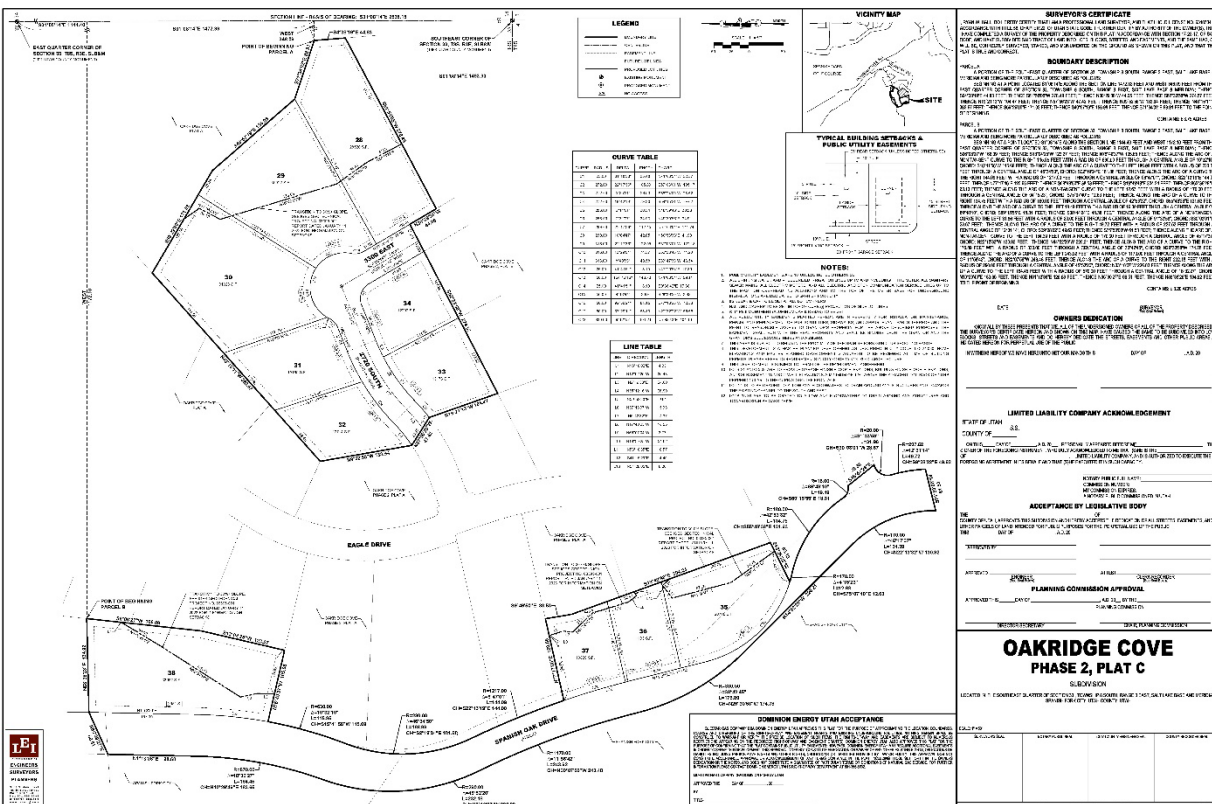
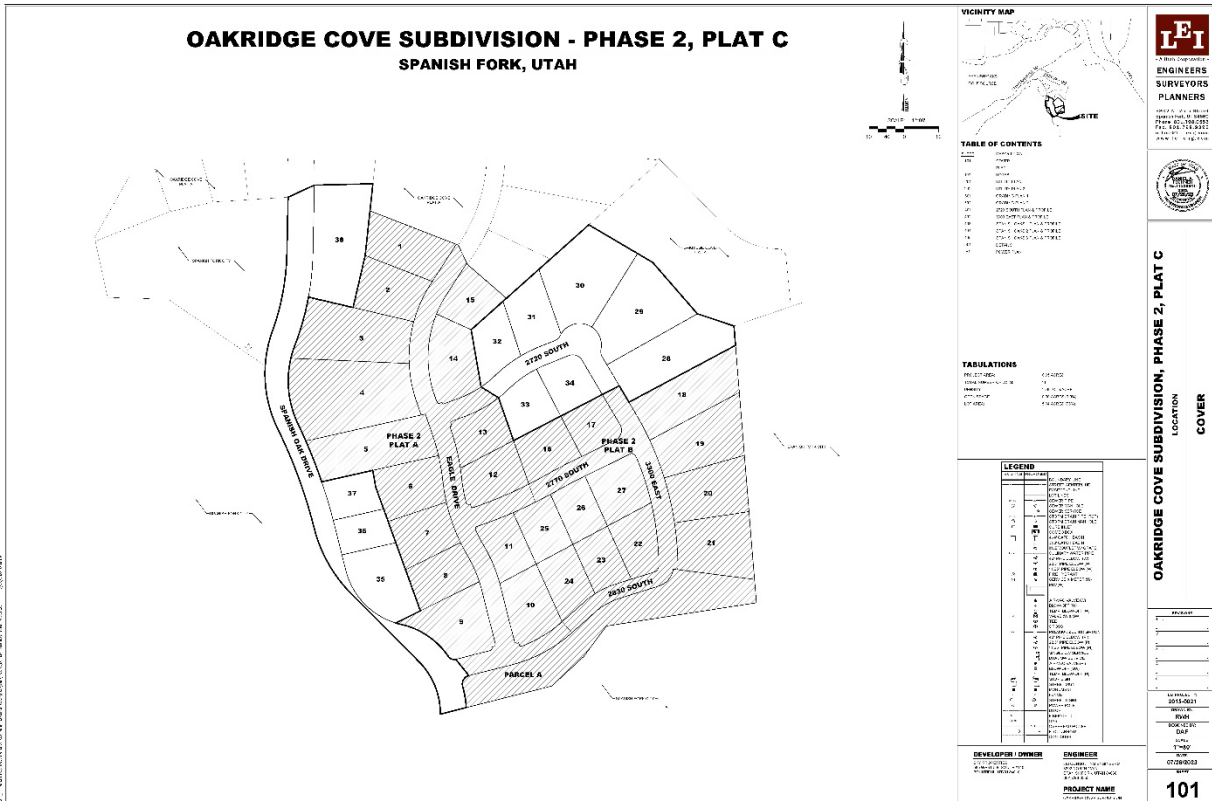
1. That the application conforms to the City's General Plan Designation and Zoning Map.
2. That the application is consistent with the approved Preliminary Plat.

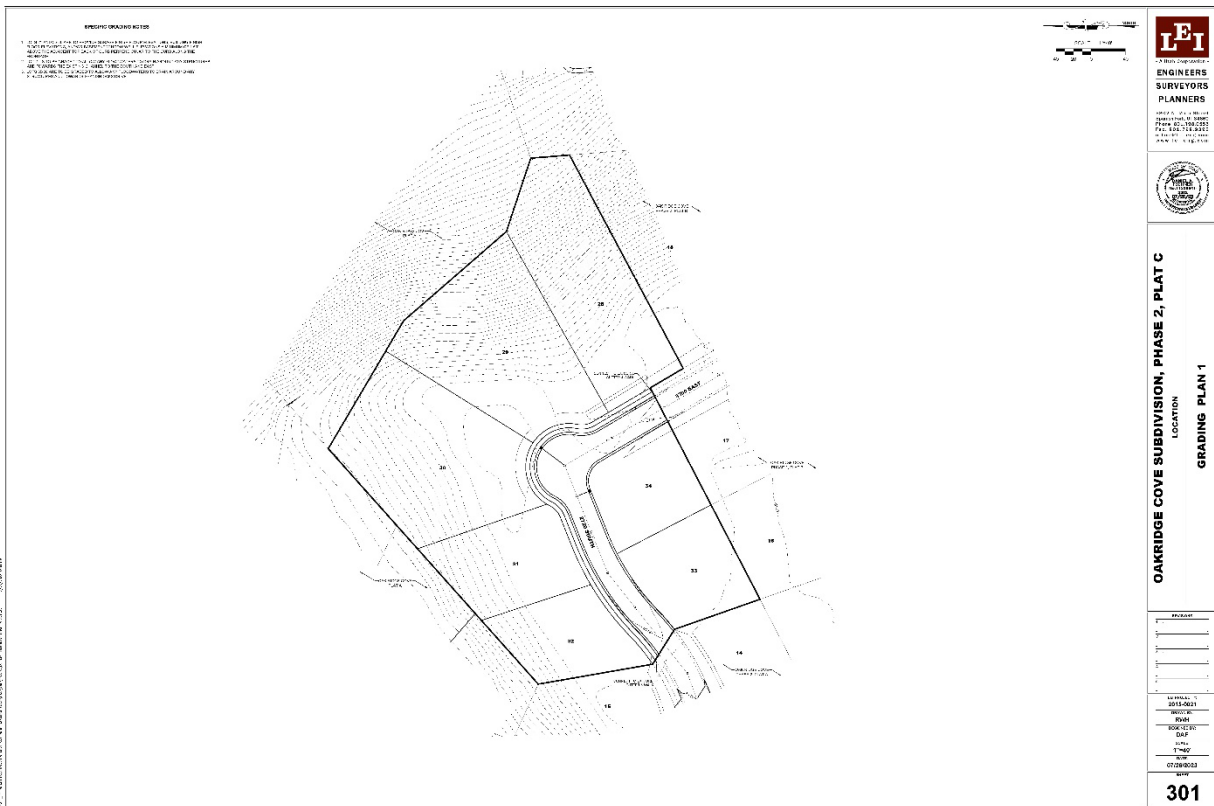
Conditions

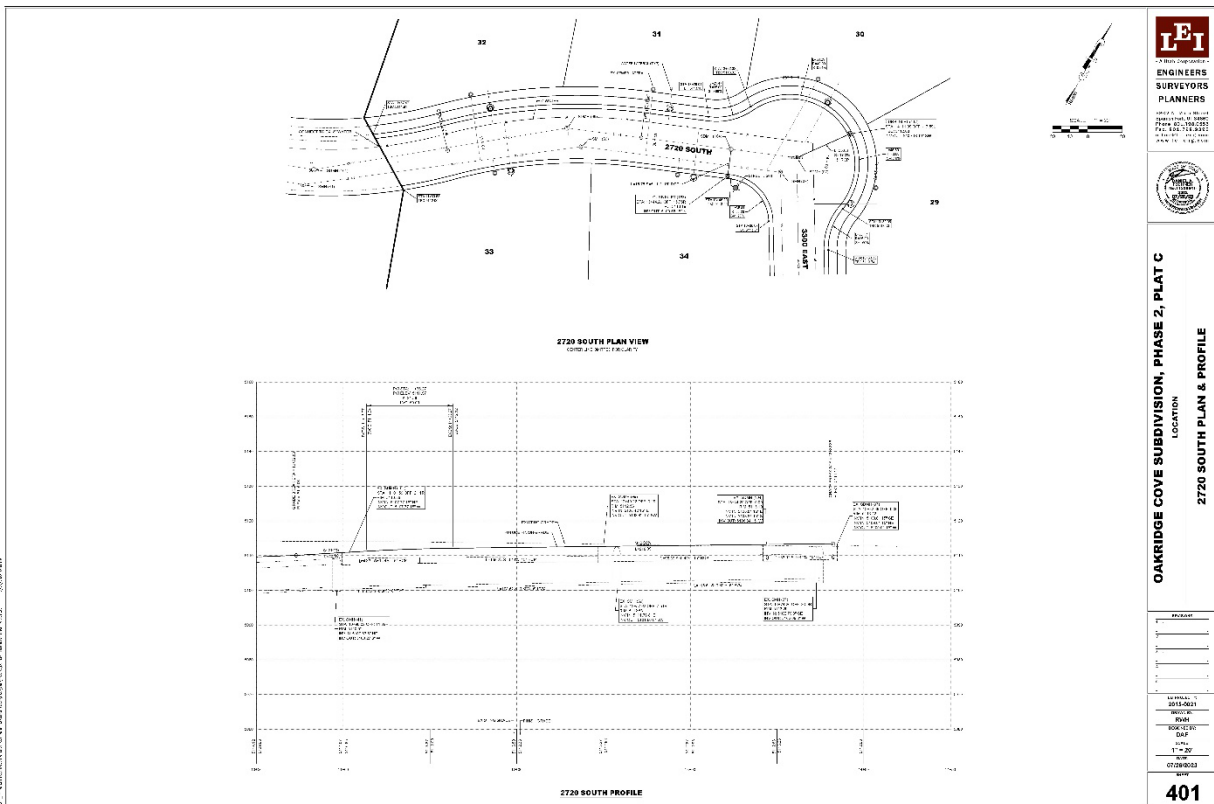
1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

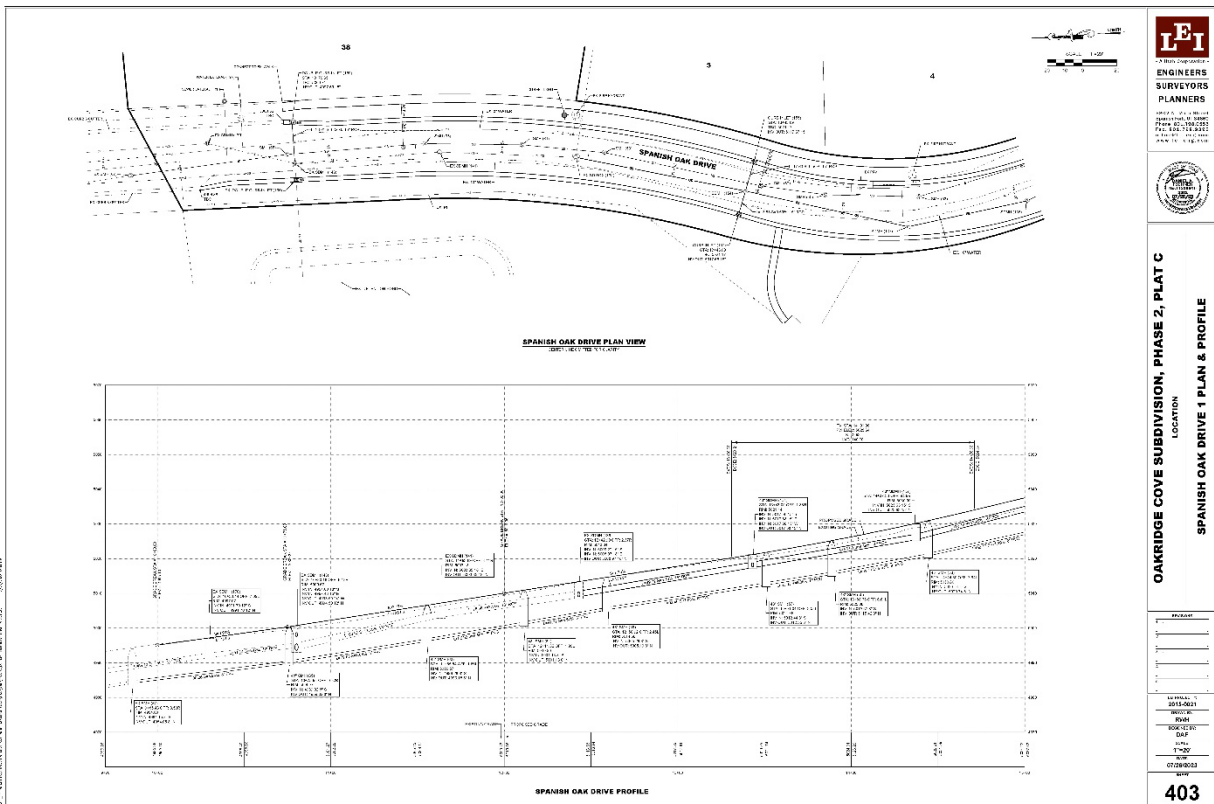
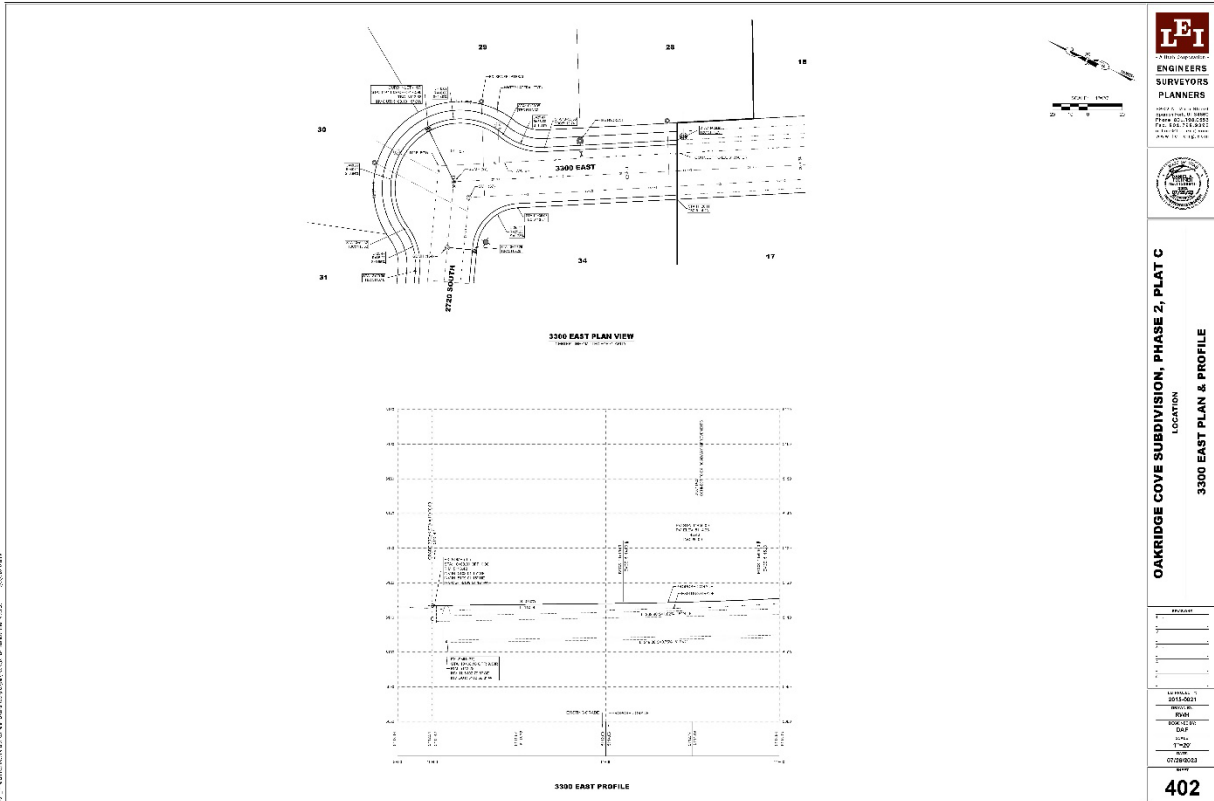
Exhibits

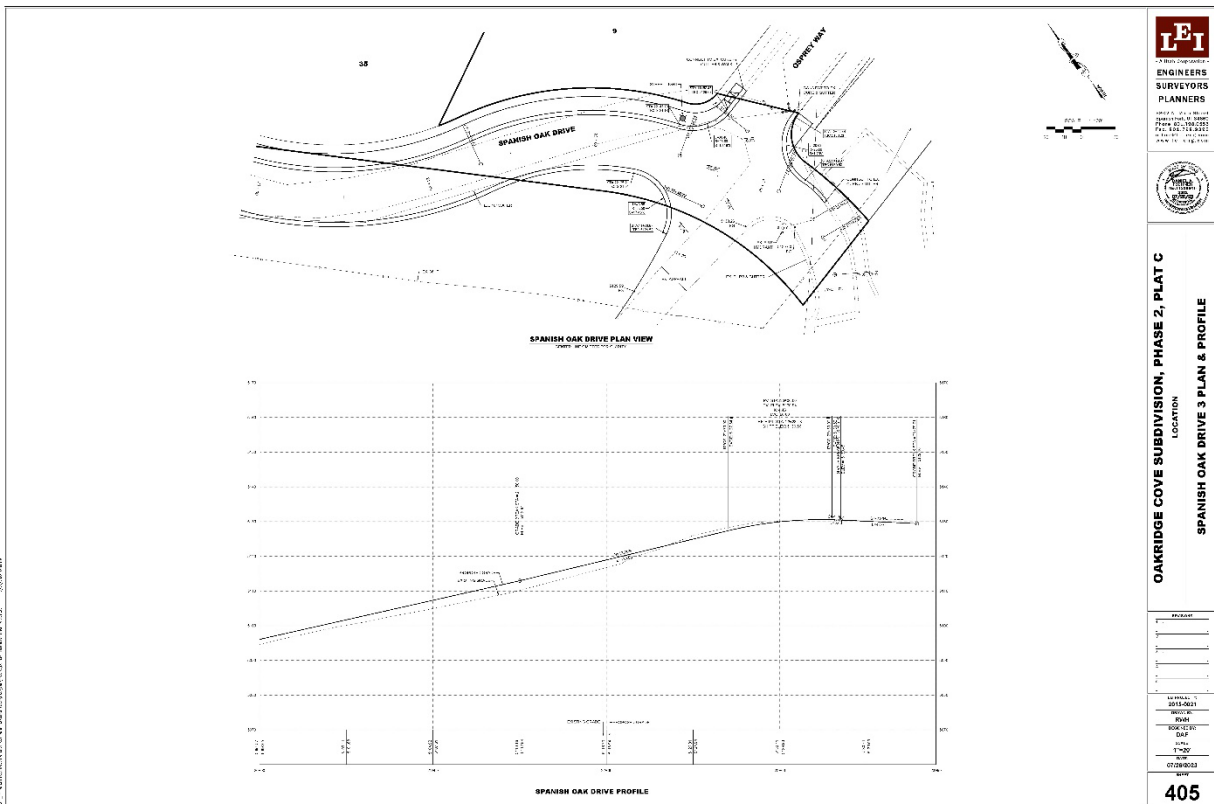
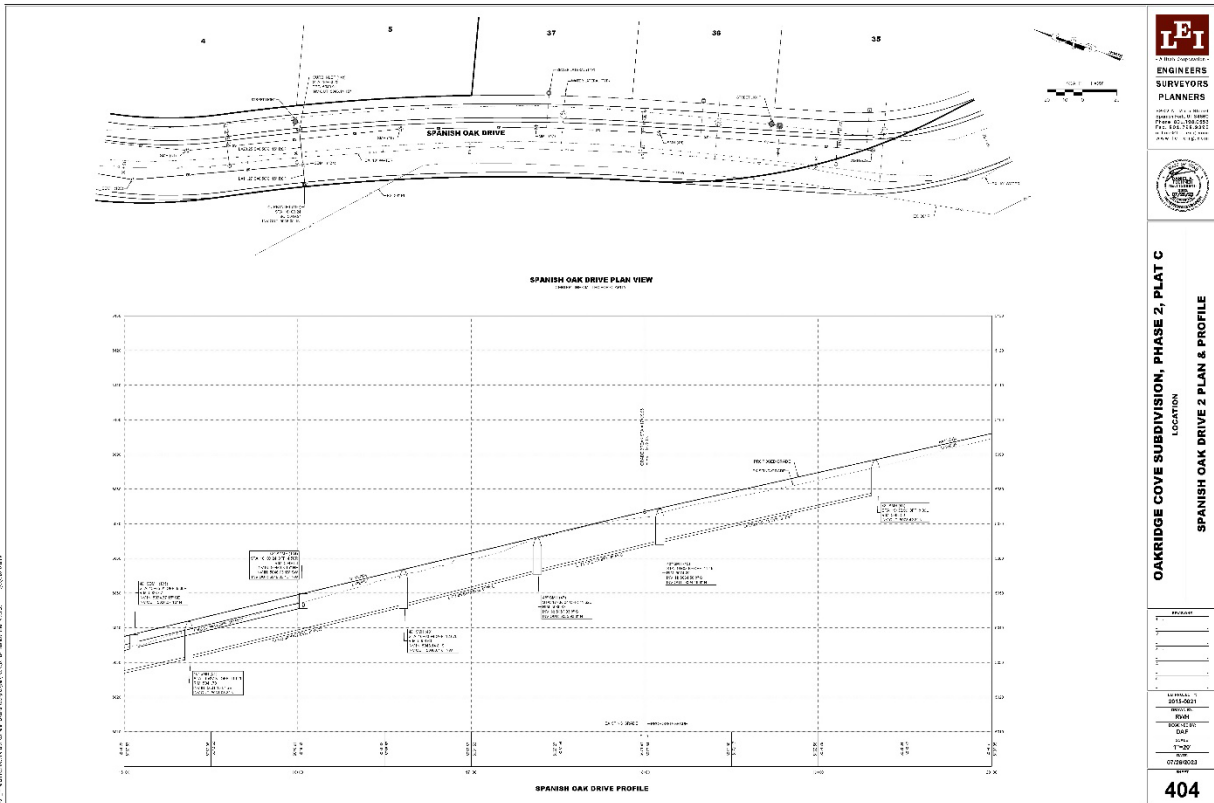
1. Final Plat.

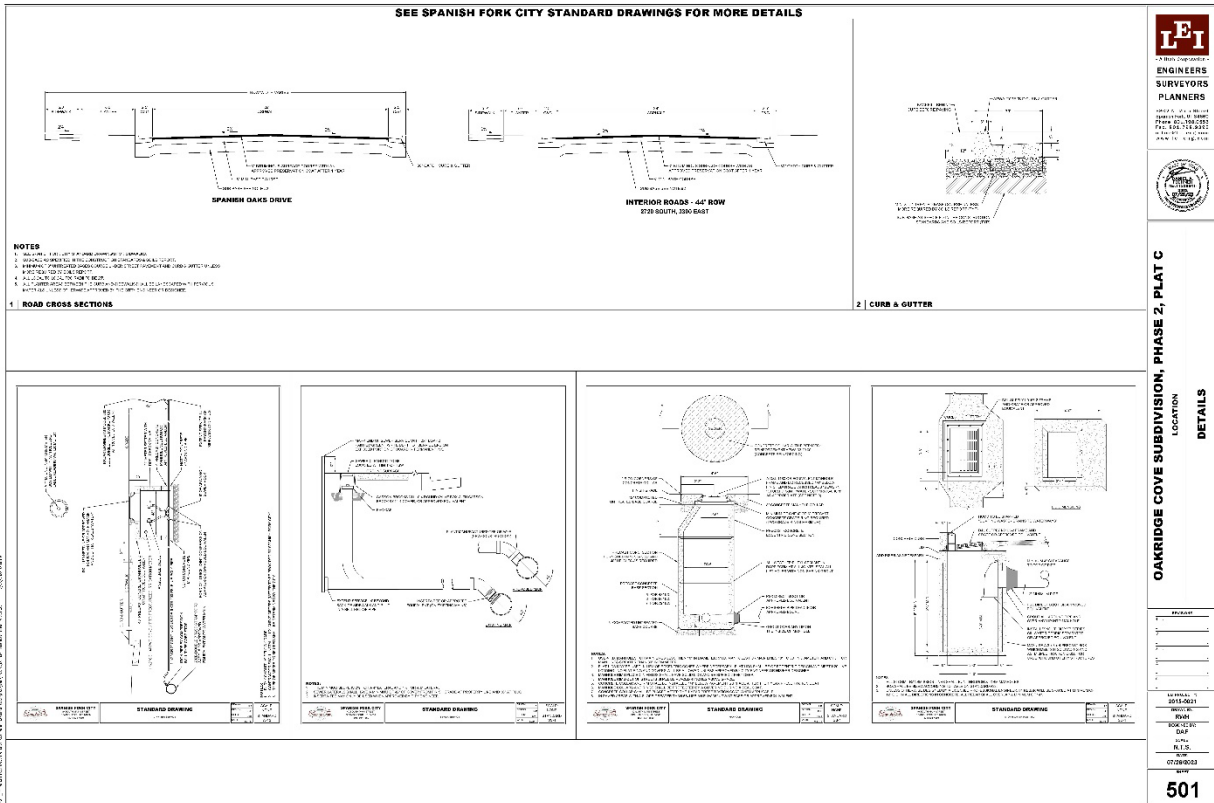










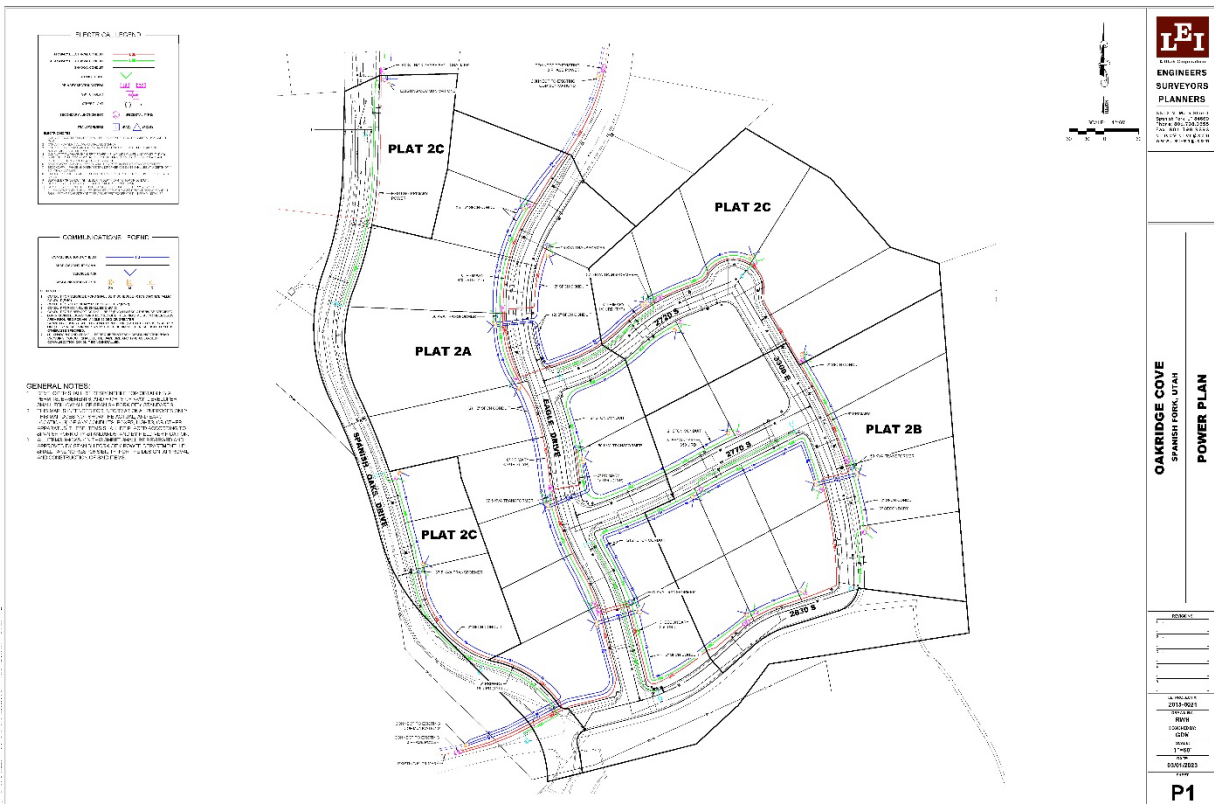


LET
ENGINEERS
SURVEYORS
PLANNERS



OAKRIDGE COVE SUBDIVISION, PHASE 2, PLAT C
LOCATION
DETAILS

PROJECT
DATE
BY
CHECKED
DATE
BY
DATE
BY
DATE
BY

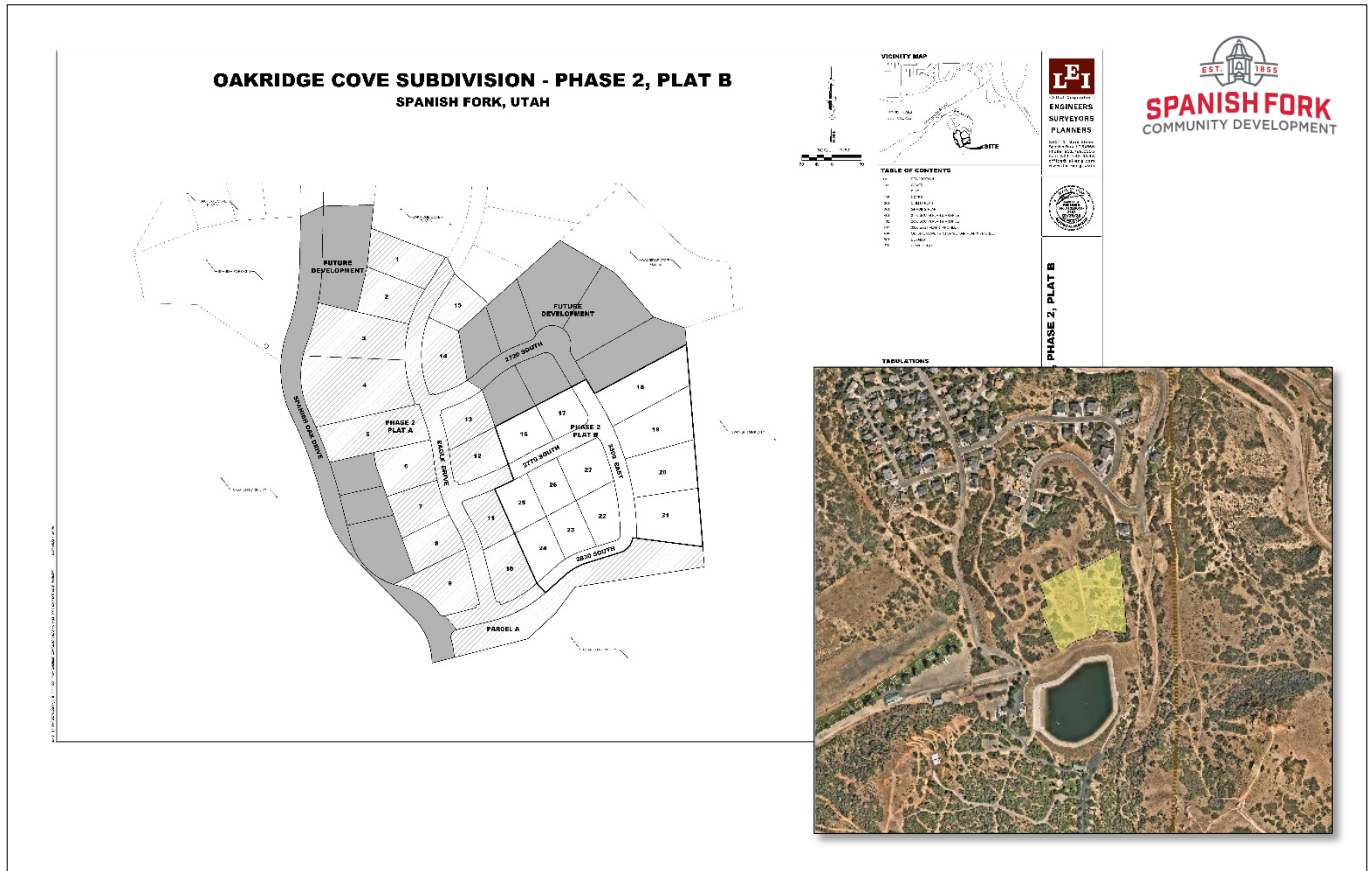


LET
ENGINEERS
SURVEYORS
PLANNERS



OAKRIDGE COVE SUBDIVISION, PHASE 2, PLAT C
LOCATION
POWER PLAN

PROJECT
DATE
BY
CHECKED
DATE
BY
DATE
BY
DATE
BY



Oakridge Cove Subdivision Phase 2, Plat B, Final Plat Approval Request

March 27, 2024, Development Review Committee Meeting.

Located at 3200 East Eagle Drive, including 5.42 acres.

The subject property is zoned R-1-15.

The applicant has requested that a Final Plat of twelve (12) residential lots be approved.

Key Issues

1. Development agreement.
2. Plat notations.
3. Signage.
4. Hillside.

Recommendation

That the proposed Final Plat be approved based on the following findings and subject to the following conditions:

Findings

1. That the application conforms to the City's General Plan Designation and Zoning Map.
2. That the application is consistent with the approved Preliminary Plat.

Conditions

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

Exhibits

1. Final Plat.

