



## LA VERKIN CITY PLANNING COMMISSION AGENDA

Regular Meeting

Wednesday, April 23, 2025, 6:00 pm.

Council Chambers, 111 South Main Street

La Verkin, Utah 84745

**A. Call to Order:** Chair Allen Bice

Invocation by Invitation; Pledge of Allegiance

**B. Approval of Agenda:**

**C. Presentation:**

1. Kevin Smedley with Five County regarding the General Master Plan.

**D. Reports:**

The City Council and Director of Operations will present updates on meetings and activities.

**E. Business:**

1. Discussion and possible action to recommend approval of the Condominium Conversion for the Fields Development.
2. Discussion and possible action to recommend approval for the Ruesch Precise plan. A development on SR9, 254 South State Street.

**F. Adjourn:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Nancy Cline, City Recorder, (435) 635-2581, at least 48 hours in advance.

**Certificate of Posting**

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at <http://pnn.utah.gov>, posted on the La Verkin City website at [www.laverkin.org](http://www.laverkin.org), and at the city office buildings

111 S. Main and 435 N. Main on April 17, 2025

Nancy Cline, City Recorder



**CONDOMINIUM DECLARATION CONTAINING  
COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATIONS FOR**

**Fields Flex HOA**

**April 17, 2025**

**BY: Fields Flex HOA**

## **INTENT OF DECLARATION**

By this Condominium Declaration, Fields Flex HOA hereby expresses his intent to create a project which is subject to the ordinances, statutes and requirements of La Verkin, Washington County, the Utah Condominium Ownership Act, and all other applicable portions of the Utah State Code. Such project shall be located in the Fields subdivisions further described herein. Hereby created from such a property is a CPUD development to be known as "Fields" and referred to herein as the "Property." The condominium and commercial planned unit development within Fields shall herein be referred to as "Units" and owners of the Units shall be referred to herein as "Unit Owners." Common areas within Fields, as defined below, shall be referred to herein as "Common Areas."

## **DECLARATION OF CONDOMINIUM PROJECT**

### **A. PURPOSE OF DECLARATION**

This Declaration, together with documents attached hereto and referenced herein, states covenants; conditions; restrictions; and reservations intended to effect a common plan for the condominium development of the Property mutually beneficial to all of the described Units. The covenants, conditions, restrictions, and reservations are binding upon the entire Property and upon each such Unit as a parcel of realty, and upon its Owners and their heirs; personal representatives; tenants; licensees; successors; and assigns, through all successive transfers of any part of the Property, irrespective of whether specifically referred to in deeds; contracts; or security instruments, or of any forfeitures; foreclosures; or sales instated for nonpayment of government tax, levy, or assessment of any kind.

### **B. DEFINITIONS**

Terms not otherwise defined herein or on the Record of Survey Map as the same may be amended from time to time, shall have the meanings specified in the Utah Condominium Ownership Act.

**Unit:** Unit shall mean that part of the Property owned in fee simple by Unit Owners for independent use and shall include the elements of the condominium Property which are not owned with the Owners of other Units as shown on the Map and shall consist of:

1. The space contiguous to the undecorated interior surfaces of common bearing walls, ceilings, and floors, and the walls within a Unit;
2. Any finishing materials applied or affixed to the interior surfaces of the condominium common walls; floors; and ceilings, including, without limitation, paint; lacquer; varnish; wallpaper; tile; and paneling;
3. Non-supporting interior walls;
4. Windows and doors in the perimeter walls, whether located within the bounds of a Unit or not, not including any space occupied thereby to the extent located outside the bounds of a Unit;

5. Air conditioning and heating equipment and ducts and any other similar items which serve only a single Unit, whether located within the bounds of a Unit or not, shall be owned separately and solely by the unit owner serviced by the air conditioning and heating equipment;

**Common Areas:** Common Areas shall be as defined in the Act and include landscaped grounds, private streets, buildings, parking lots, walkways, and uncovered parking spaces for Unit Owners; their employees; business guests; and invitees. A small portion of limited common area shall exist in front of each Unit in the form of a reserved parking area and pull up area in front of the large, roll-up doors associated with each Unit. The common areas of the Project will include all driveway areas, landscaped areas, and open spaces on the property. The common areas of the Project also include the roofs, foundations, columns, walls, and all other structural parts of the buildings, to the boundaries of the Units. In addition, the common areas of the Project include the perimeter fencing and all other parts of the property necessary or convenient to its existence; maintenance; and safety, or normally in common use. A diagram of the project is set forth on Exhibit C. Any and all utility easements that may be on the exterior or interior of buildings shall be accessible with proper notice to each individual property owner. This may include utilities that run under the buildings, therefore access to individual units may be needed for repairs that affect the overall functionality of the subject utility.

### **C. LEGAL DESCRIPTION OF THE PROJECT**

Fields Condominiums and Commercial Planned Unit Development (CPUD) Project includes the following property:

80 W. Center Street, La Verkin Utah

### **D. PERCENTAGE OWNERSHIP INTEREST IN THE COMMON AREA FOR TAXES AND LIABILITY**

The percentage ownership of each individual unit owner will be based on the per square footage owned and occupied by each Unit owner and is set forth in Exhibit "B", attached hereto and incorporated into this Declaration by reference.

### **E. PHYSICAL DESCRIPTION OF THE PROJECT**

The property will consist of seven (7) buildings. Approximately 1700-1900 sf footprint per unit with additional 1700-1900 Sf of second level interior and deck space. Additional approximate 1000 Sf of rooftop patios with structural rated and supported decking to allow for hot tubs, cold plunges ect. Only sections of this roof top deck will be allowed for heavy and excessive loads. Each Unit is equipped and partially stubbed with electricity, gas, water and sewer services as well as fiber optics capabilities. Each unit will be sold primarily as a "GRAY" shell. (A grey shell refers to an exterior that is complete, while the interior is left unfinished for the tenants to customize based on their specific needs, including adding walls, flooring, ceilings, and finishes.) The surface level ¾ bathroom shall be complete at the time of Temp CO. Principal construction materials will be wood.. The property will also include common areas for parking, back surface level use, common shared recreational putting greens and landscaping areas.

## **F. STATEMENT OF PURPOSE OF PROJECT AND RESTRICTIONS**

Fields will provide Unit Owners with commercial space which may be used in accordance with the By-Laws of the Fields Owners Association. Restrictions on the Property are set forth in the By-Laws of the Fields Owners' Association.

The Units and Common Areas in this CPUD may be used only for commercial purposes authorized in the By-Laws of the Owners' Association, so long as any and all such purposes are consistent with all other applicable laws, ordinances, and regulations of any governmental authority with jurisdiction.

## **G. MANAGEMENT OF THE PROPERTY**

The property shall be managed by the Fields Owners Association (referred to herein as "The Owner's Association"), in accordance with the By-Laws, which are attached hereto. The Owners' Association shall have the power to enforce the provisions of this Declaration and the By-Laws of the Owners' Association and to take all steps necessary to ensure compliance and effectiveness of this Declaration and the By-Laws of the Owners' Association. The Owners' Association shall, through its Board of Managers, have all powers available to condominium associations under the Condominium Act, including the power to assign its right to future income (including the right to receive common expense assessments), provided that such assignment is approved by a majority of the voting power of the membership of the Owners' Association. Such powers are set forth with particularity in the By-Laws of the Owners' Association.

## **H. AMENDMENTS TO DECLARATION**

Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration," which sets forth the entire amendment. Any proposed amendment must be approved by a majority of the Owners' Association Board prior to a vote by the Owners.

Once a majority of the Board members have approved the amendment, the proposed amendment(s) may be adopted only at a meeting of the Owners if at least fifty percent (51%) of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least fifty percent (51%) of the votes in the Association agree in writing to such amendment.

Every amendment to the Declaration must be recorded with the County and is effective only upon recording.

## **I. MAINTENANCE OF UNITS**

Each Unit Owner, at his or her own expense, shall keep the interior of his/her Unit and its appurtenances and equipment (including the air conditioning and heating systems, lights, and light fixtures) in good order; condition; and repair, and in a clean and sanitary condition and shall do all redecoration and painting which may, at any time, be necessary to maintain a good appearance for his Unit.

Except to the extent the Owners' Association is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or CPUD Project caused by the act or negligence of any lessee or any member of the Unit Owner's family or the family of any lessee or sublessee and all such repairs, decorating, and painting shall be of a quality and kind equal to the original work.

In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and /or replacement of any plumbing fixtures and other fixtures that may be in, or connected with, the Unit (including, but not limited to fixtures; pipes; ducts; and apparatus connected to the Unit's air conditioning and heating systems and interior light bulbs and light.) The Association shall only be responsible to replace air conditioning and heating equipment if such systems are damaged by an event that is covered by the Association's insurance coverage. In connection with the foregoing responsibilities of Unit Owners, the Owners' Association shall give written notice to the affected owner of the Unit stating specifically that which is required and setting a time within which to complete the same. If the Unit Owners disagrees with said requirements or any part thereof, he/she shall have ten (10) days from the date of the notice within which to object thereto, in writing, mailed or delivered to the Owners' Association. Otherwise, he/she shall comply with such a request. In the event of objection aforesaid, the Owners' Association shall set the matter for hearing for no less than ten (10) days of said objection.

## **J. TAXES**

Under Section 57-8-27, *Utah Code Annotated*, 1953, as amended, each Unit and its percentage of undivided interest in the condominium Common Areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law and that, as a result thereof, no taxes will be assessed or payable against the project as such. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the CPUD Common Areas and facilities.

## **K. ASSESSMENTS**

**Covenant to Pay Proportionate Share of Common Expenses.** Each Unit Owner, by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in deed or document, shall be deemed to covenant and agree with each other to pay to The Owners' Association his/her share of the Common Expenses and any assessments established by the Owners' Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided hereunder.

**Basis.** The Common Expenses shall be based upon advance estimates of cash requirements by the Owner's Association to provide for the payment of all estimated expenses growing out of, or connected with, the maintenance and operation of the Common Areas or furnishing utility services to the Units. Said estimates may include, among other things, expenses of management; maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Owner's Association is required or permitted to maintain pursuant hereto; common utilities; lighting; power; parking lots' building maintenance and repair; water charges; trash collection; sewer service charges, repairs, and maintenance; wages and benefits for maintenance employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or capital fund; and any other expenses and liabilities which may be incurred by the Owners' Association for the benefit of the Owners under, or by reason of, this Declaration.

**Apportionment.** Common Expenses shall be apportioned among all Unit Owners in the percentages provided in Exhibit "D" attached.

**Payment.** Each assessment shall be due and payable in quarterly installments on the 1<sup>st</sup> day of each and every quarter and no separate notices of such monthly installments shall be required. Payments received after the fifteenth (15<sup>th</sup>) day of the quarter in which they are due shall be assessed a late fee of 10% per month on the outstanding balance.

**Reserve accounts.** The Owners' Association shall establish and maintain a reserve account to pay for unexpected emergencies and to fund capital improvements. The reserve account may be funded out of regular assessments, transfers of ownership and/ or from a special assessment, if needed.

**Capital Improvement Table.** The Owner's Association shall establish and update, at least annually, a Capital Improvement Table which shall list each major capital improvement in the Project (e.g. roofs, roads, sidewalks, common areas etc.) and the amount of money per month currently set aside in the capital improvements account.

**Other assessments.** In addition to the annual assessments authorized hereunder, the Owner's Association may levy, in any calendar year:

**Special Assessment.** A special assessment, payable over such a period as the Owners' Association 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 Project or any part thereof, or for any other unanticipated expense incurred, or to be incurred, as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in the percentages provided in Exhibit "B". 22.7.2 Individual Assessments. An Individual Assessment may be levied by the Owners' Association against a Unit and its Owner as a charge or to reimburse the Association for costs incurred in enforcing this Declaration, the By-Laws, or The Owners' Association Rules.

**Liens.** If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the owner in the property, and:



**Priority.** Such lien shall be superior to all other liens and encumbrances on such Unit except only for (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest or the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which By-Law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

**Notice of Lien.** To evidence a lien or sums assessed pursuant to this section, the Owners' Association or its designee may prepare a written notice of lien setting forth the amount of the debt and Additional Charges due; the name and address of the Owner of the Unit; and a description of the Unit. Such a notice shall be signed by a representative or agent of the Owners' Association and shall be recorded in the Office of the County Recorder of Washington Utah. No notice of lien shall be recorded until there is an unpaid debt.

**Foreclosure.** Such lien may be enforced by judicial or non-judicial foreclosure by the Owners' Association in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of filling the notice of lien and all reasonable attorneys' fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also be secure and the Owner shall also be required to pay to the Owners' Association any assessments against the Unit which shall become due during the period of foreclosure. The Owners' Association shall have the right and power to bid an amount, equal to its then existing lien, at the foreclosure sale or other legal sale and to acquire; hold; convey; lease; rent; encumber; use; and otherwise deal with, the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings including, but not limited to, the cost of a foreclosure report; reasonable attorney fees; and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental, without regard to the value of the mortgage security. The Board may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Owners' Association elects to foreclose the lien in the same manner as foreclosures of deeds of trust, the Owner, by accepting a deed to the Unit, hereby irrevocably appoints the attorney of the Association, provided he/she is a member of the Utah State Bar, as Trustee; and hereby confers upon said Trustee the power of sale set forth with particularity in *Utah Code Annotated*, Section 57-1-23 (1953), as amended. In addition, Owner transfers in trust to said Trustee all of his right, title, and interest in, and to, the real property for the purpose of securing his performance of the obligations set forth herein.

**Release of Lien.** A release of lien shall be executed by the Owners' Association and recorded in the office of the County Recorder of Washington Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

**Duty to Pay Independent.** No reduction or abatement of an Owner's share of the Common Expenses or any Assessment shall be claimed or allowed by reason of any

alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law; ordinance; or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

**Remedies.** Suit to recover a money judgment for such personal obligation shall be maintainable by the Owners' Association without foreclosing or waiving the lien securing the same.

## **L. SIGNAGE**

**All signage and its placement must be permitted and approved by the city.**

**Building Identification.** One or more outdoor monument signs may be constructed and maintained as Common Areas. The signs shall identify Owners or tenants. The Association shall determine the location, size, type and appearance of all signs and shall maintain the signs as a Common Expense, excepting, any individual portions of a sign that identify a specific Owner or tenant shall be maintained, replaced, and repaired at the expense of the Owner. Signs located on a building identifying the occupant/business located therein shall be approved in writing by the Association and installed by the Owner and maintained, repaired, and replaced by the Owner.

**Rules Regarding Signs.** The Board may enact rules consistent with this declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the common area or placed on the designated area of each unit and building. No banner signs shall be permitted. No signs shall be installed anywhere in the project that are, in the sole judgment and discretion of the Board, inconsistent with the appearance and reputation of a first class office building as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project.

Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, which can be placed immediately outside the front entrance of the condominium unit, no advertising signs; billboards; or real estate signs shall be erected.

## **M. TERMINATION OF CONDOMINIUM STATUS**

The Unit Owners may elect to terminate the Condominium status only in accordance with Utah Code, with the requisite approval of such owners; mortgagees; and other lien holders, as is required by law.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Fields HOA, LLC /Blair Gardner as President

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public & See

**EXHIBIT A: By-Laws of FIELDS Flex HOA**

**EXHIBIT A**

By-Laws of Fields Flex Condos Owners' Association

**SECTION I: ASSOCIATION MEMBERSHIP**

1. **Members:** All owners of units within the Fields Condominiums and Commercial Planned Unit Development (CPUD) project are members of the Fields CPUD Owners' Association. All members of the Owners' Association may vote for and are eligible to be members of the Owner's Association of the Owners' Association. Votes are apportioned on a per unit basis, with each unit as set forth in the CPUD Declaration receiving one vote, whether or not the unit has been constructed. Until the final phase of construction is complete and all units have been sold, all members of the Owners' Association agree to allow Fields to make their vote by proxy. Each member agrees to abide by the vote made by Fields.
2. **Annual Condo Association Meeting:** The membership shall elect an Owners' Association Board of Managers at the annual meeting to be held in the community or at such other location as designated by the President of the Owners' Association. The membership and Board of Managers shall be notified not less than 15 days

before the date of the annual meeting. Notice shall be given by posting the scheduled date, time, and place of the meeting and by mailing to each owner. The annual meeting shall be open to the public.

3. **Regular Board Meetings:** The Owners' Association Board of Managers will meet regularly on an annual basis. These meetings shall be open to the public and shall be noticed by posting the scheduled date, time, and place of the meeting.
4. **Special Meetings:** Special meetings of the membership may be called by or at the request of the Owner's Association or by a petition of ten percent of the registered members. These meetings shall be public and shall be publicly noticed at least 15 days in advance by the posting of the date, time, place and purpose of the meeting, and by mailing to each owner. The members may not address any matter which is not stated in the notice as the purpose of the meeting.
5. **Quorum:** Three (3) members of the Owners' Association Board constitute a quorum for the transaction of business at any meeting of the Owner's Association; affirmative votes are required for any action taken by the Owner's Association.

## **SECTION II: BOARD OF MANAGERS**

**Owners' Association Managers:** The number of Managers shall be three (3) or all of the members if there are less than three (3) members. Managers shall be members of the Owners' Association and shall act on good faith charge of the members of the Owners' Association.

6. **Term of Office:** The term of office for each Manager shall be for three years from the time of his or her election at the annual meeting until his or her successor has been elected and qualified. All officers are elected by and from the Managers for one year terms. The terms of at least one third (1/3) of the members of the Owner's Association shall expire annually. To allow for the terms of the initial managers to be staged, the first manager's term shall expire after one year and the second manager's term shall expire after two years.

7. **Vacancies:** Except as otherwise provided, any vacancies occurring in the Owners' Association Board of Managers, whether by resignation or removal, shall be filled by the majority vote of the remaining Managers. In the event of the simultaneous resignation and/or removal of two or more Managers, the membership shall hold new elections to fill those vacant positions on the Owner's Association. Those Managers so elected will serve for the remaining portion of the unexpired term.

8. **Removal of Managers:** Any Manager may be removed by a majority of the members who vote on the issue providing that just cause has been established and whenever, in their judgment, the best interests of the Owners' Association would be served by doing so.

9. **Authority:** The Owner's Association, for the benefit of the Condominium and the Owners, shall enforce the provisions of the Condominium Instruments and shall have all powers and authority granted to the Owner's Association or the Association under the Condominium Act and the CPUD Declaration which are not expressly subject to the approval of the Unit Owners.

### **SECTION III: OWNERS' ASSOCIATION AND ELECTION VOTING RULES**

10. **Owners' Association Election Notice:** A notice of vacancies for expired terms of office for Board of Managers and a notice that an election shall be held shall be prepared and posted by the Secretary. The notice shall be sent to all members.

11. **Prior to Completion by the Developer:** Prior to the completion of the project by the developer, the developer shall nominate and select all of the managers/ after completion of the project by the developer, managers shall be nominated and selected as described below.

12. **Nominations:** Nominations for the Owner's Association of Managers shall be open nomination from the floor at the annual membership meeting.

13. **Voting Procedures:** Voting procedures are as follows:

a. The Secretary shall check for the member's name on the Master List of members. If the member's name appears on the master membership list/ that person is deemed qualified to vote. If a unit or units are owned by an entity, then the entity shall designate one individual with authority to vote on behalf of such entity.

b. Voters shall write, in pen/ the name of their chosen nominee on a piece of paper. After the ballot is marked, the voter will fold it and it will be collected by the Secretary.

c. The ballots shall be publicly tallied by the Secretary and recorded by the Treasurer. Nominees receiving the greatest number of the votes cast shall be considered elected. **SECTION IV: OFFICERS**

14. **Selection of Officers:** The Owner's Association of Managers shall elect from among themselves the following officers: President, Secretary and Treasurer, Officer at-large. This shall be the first order of business of the first meeting of the Owner's Association of Managers following the elections of Managers at the annual meeting.

15. **President:** The President is the principal executive office of the Owners' Association and shall, in general, supervise and control all of the business and affairs of the Owners' Association. He/She shall preside at all meetings of the Owner's Association of Managers. He/She shall sign contracts or other instruments which the Owner's Association of Managers has authorized to be executed.

16. **Secretary:** The Secretary shall keep the minutes of all meetings of the Owner's Association of Managers and of the unit owners and shall, in general, perform all the duties incident to the office of secretary.

17. **Treasurer:** The Treasurer shall keep the financial records and books of account. The Treasurer shall manage and deposit all funds of the Owners' Association as directed by the Owner's Association of Managers and shall be responsible to disburse funds for all Owners' Association obligations.

18. **Officer at-large:** The Officer at-large shall act in the absence or inability or refusal to act of one of the other officers of the Owner's Association. When so acting the Officer at-large will have all the powers of and be subject to all the restrictions upon such officers. The Officer at-large may not act in the absence or inability or refusal to act of more than one officer at a time.

#### **SECTION V: CHECKS, DEPOSITS, AND FUNDS**

19. **Contracts:** The Owner's Association of Managers, at the direction of the membership, may authorize any officer or officers, agent or agents of the Owners' Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Owners' Association, and such authority may be general or confined to specific instances as authorized by the Owner's Association of Managers.

20. **Checks, Draft Signing Authority:** All checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Owners' Association and in such a manner as shall be determined from time to time by the Owner's Association of Managers, shall be signed by the Treasurer and shall be countersigned by the President.

21. **Deposits:** All funds of the Owners' Association shall be deposited from time to time to the credit of the Owners' Association in such banks, trust companies, or other depositories as the Owner's Association of Managers may select.

22. **Dues:** Dues may be assessed by the Owner's Association of Managers in an amount to be sufficient to provide for all maintenance, repair, and replacement of common elements and payment of any obligations of the Owners' Association pursuant to the annual budget.

23. **Annual Budget:** Prior to the annual meeting of the members the Owner's Association shall prepare an estimated annual budget.

24. **Assessments:** The Owner's Association shall mail to each owner an assessment notice prior to the annual meeting of the members and such assessment shall be paid in full on or before the annual meeting. Each owner shall pay an initial assessment upon closing. The initial assessment shall be \$500.00 paid to the association out of each purchase from the buyer. Annual assessments are not currently required. No fees or assessments of the Owners' Association may be increased unless a majority of all members of the Owners' Association vote in favor of such an increase.

25. **Lien:** The Owner's Association of Managers shall have the authority, pursuant to Utah Code to assess and record liens against the real property of the members of the Owners' Association for any unpaid general or special assessments. The Owners' Association has a lien for any unpaid Assessments levied against a Unit from the time the Assessment is due. Each and every Unit Owner of any Unit in the Condominium, by virtue of its acquisition by any means of title to such Unit, shall take such title subject to the Association's lien for Assessments.

26. **Books and Records:** The Owners' Association shall keep correct and complete records of financial transactions and accounts, and shall also keep minutes of the proceedings of its Board of Managers. All books and records of the Owners' Association may be inspected by any member, or his/her agent or attorney, for any purpose at any reasonable time.

27. **Statement of Account:** Upon ten (10) days' notice to the Owner's Association of Managers and payment of a reasonable fee, any unit owner shall furnish a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

## **SECTION VI: MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS**

28. Common Areas of the project shall be maintained in a clean and safe fashion. The Owner's Association shall undertake, or authorize any repairs, maintenance, or replacement of common areas as is necessary for the project to have a clean and safe appearance. Unit owners are not allowed to leave any of owners personal distressed vehicles, trailers, equipment of any kind. All undriveable and unsafe for use equipment, vehicles, toys, etc are not to be seen overnight in open sight and must be contained behind the closed doors of the owners units. Any such violation can be subject to fines and or towing of such items at the Owner's expense.

28.a The perimeter fence on the North and East boundaries are considered a common area. Any damage associated to such walls by either owner or guests of owner shall be repaired at the damaging parties expense.

28. b Separation walls perpendicular from each Unit on the backs of the buildings shall only be constructed of the same Block size, shape and color and at the same height as the perimeter Block Wall and only with the written consent of the Association. Owners Clearly understand and acknowledge that there is a 10 foot utility easement that runs parallel to the property behind each Unit along the common boundary line. A 5 foot opening that allows passage from the units parallel to the common wall shall remain open or with an approved gate for access. If the wall needs to be removed for any utility repairs the Units Owner understands it is the responsibility of the Owner to repair and or seek damages from the responsible utility company for repair or replacement of said wall.

29. The Owner's Association of Managers shall have the authority to hire and/or fire any personnel necessary for the maintenance, repair and replacement of common areas.

30. The Owner's Association and its agents or employees may enter any Unit or Common Area when necessary in connection with any maintenance, landscaping, or construction for which the Owner's Association is responsible, or in the event of a *bona fide* emergency. Except in the case of an emergency, reasonable advance notice shall be given to the Unit Owner, and if applicable, to any lawful tenant or subtenant in the Unit. If any repairs or maintenance were necessitated by or for a specific Unit or its Owners or lawful occupants, or requested by its Owners, the costs thereof shall be specially assessed to such Unit.



## SECTION VII: RESTRICTIONS AND REQUIREMENTS

31. The following restrictions are designed to prevent unreasonable interference with the use of units and the common areas by the unit owners.

- a. **Noise levels:** A reasonable noise level must be maintained at all times. This restriction applies to machinery, automobiles, equipment, music, or any other item. Unit Owners are responsible for any of their guest disturbances as well.
- b. **Dust and Contaminants:** Owners may use their units as shops; however, owners may not use their units in such a way that hazardous dust or fumes are created. It is expected that such restricted dust would be created by activities such as sanding or painting.
- c. **Storage Restrictions:** Storage of toxic, flammable or explosive materials in the units is strictly forbidden.
- d. **Parking:** Owners may not park their vehicles or equipment in such a manner as to interfere with the entrance to another unit. An owner is not allowed to park any vehicles outside of their unit, except for when such owner is visiting his unit.
- e. **Storage Outside of Unit:** No owner shall store any vehicles, equipment, or other items outside of their unit. Owners shall be responsible to clean any garbage or debris that leaves their unit. Common areas are to be kept clean at all times.
- f. **Offensive or Illegal Activity:** No offensive or illegal activity shall be carried on in any Unit or Common Area, nor shall anything be done therein which is or may become a nuisance or an unreasonable source of annoyance to other Owners or other lawful occupants of the Property, nor shall any activity which may in any way create a nuisance or public health or safety hazard, or obstruct or interfere with the rights of other Owners or occupants of the Property, or which could interfere with or prevent the normal operation, maintenance, use, enjoyment, alteration or further development of the Property.
- g. **Unit Rentals:** An owner may rent his or her unit so long as the renter agrees to be bound by this Declaration, the By-Laws of the Field PUD Owners Association, and any applicable CC&Rs. The owner will remain responsible for the association dues. Renters must sign an agreement stating that they understand all of the applicable documents and agree to be bound by such, prior to receiving a gate code.
- h. **Business Use:** A business may store inventory and supplies in its unit(s). i. **Other Uses:** Any use of a unit or the common area which unreasonably interferes with any of the owners is strictly prohibited.
- i. **Hazardous Substances:** No person shall maintain or store on the Property any substance which is combustible, a health hazard, toxic, or corrosive, or otherwise hazardous as identified on the Material Safety Data Sheet provided by the

manufacturer of such substance. Owners are responsible for any damage caused to person, place or area for any such substance damage.

## **SECTION VI: RULES FOR COMMON AREAS**

**32. Exterior: Parking of Owners' Vehicles** Each Unit owner shall have Two (2) reserved parking places immediately in front of their Unit's roll up/entry door. No vehicles, including trailers, recreational vehicles, motor homes etc. may be stored for any excess stay. No vehicle shall be parked outside and be lived out on the exterior of the building. Parking of the Owners vehicles for the Owner's personal use can be parked as long as they are in good working order with no leakage of fluids to stain Common area ground. The Association representative may contact any Owner if a vehicle of any kind is in question as to the length of time it is present on the exterior parking areas of the Units. **Parking requirements shall be complied with as permitted by city code.**

**33. The Owner's Association of Managers:** at any meeting of the Owner's Association of Managers, may adopt administrative rules and regulations governing the operation and use of the common elements. Any administrative rules and regulations, adopted by the Owner's Association of Managers shall be provided to each owner and recorded with the county. The adopted rules and regulations may be rescinded by a majority vote of the unit owners at the annual meeting.

## **SECTION VI: ENFORCEMENT**

**34. Enforcement:** The Owner's Association of Managers may take any steps as a reasonable to ensure enforcement of these restrictions. The Owner's Association of Managers may appoint an enforcement officer who is responsible for identifying and reporting violations to the Owner's Association of Managers.

**35. Special Assessments for Enforcement:** The Owner's Association of Managers may make a special assessment for the costs of any enforcement action taken by the Owner's Association including the costs of remedying the violation, any attorney fees, and any other costs or expenses incurred as a result of a violation of these bylaws, the Condominium Declaration, or any applicable statute or regulation.

## **SECTION V: I AMENDMENT TO BYLAWS**

36. **Amendments:** The bylaws may be amended by an affirmative vote of fifty one (51) percent of the members voting at an annual meeting. The text of the proposed amendment must be included in the public notice announcing the time, date and place of the annual meeting. The amendment shall be binding upon every owner and every condominium whether the burdens thereon are increased or decreased thereby, and whether or not the owner of each and every condominium consents thereto.
37. **Statutory Requirements:** Each of the particular provisions set forth in Utah Code shall be contained in and remain in any amendment to the Bylaws. Any provisions set forth in these bylaws which are or may be contrary to Utah Code shall be severable and shall not affect validity of the remaining provisions of these bylaws.
38. **CC&R's** can and shall be amended with unanimous approval from the board and the city must review and approve changes pertaining to city code and city regulations.

### **Fire District Requirements**

1. Each unit has a dedicated 2 parking stalls, any car associated with each unit that impacts or impedes fire protection vehicles will be subject to any fine or costs associated with said vehicles.
2. A portable fire extinguisher that is within date and appropriately inspected must be provided within each occupancy, including Group B occupancies (IFC 906.1)
3. Each person needs a key box for their own keys. Occupant to provide an approved key box for fireman protection access.

**Property Address:** 80 W Center Street La Verkin, Utah 84745

**HOA Billing Address:** 4032 W. 5800 N. #1 Mountain Green, Utah 84050

### **FIELDS BOUNDARY DESCRIPTION**

BEGINNING AT THE SOUTHWEST CORNER OF LOT THIRTY-SIX (36) LA VERKIN TOWN SITE AND FIELD SURVEY, AND RUNNING THENCE NORTH 1°14'14" EAST ALONG THE WEST LINE OF LOT 36, AS RE-SURVEYED BY BULLOCH BROTHERS ENGINEERING, INC., UNDER SURVEY RECORDED 5-15-79, AS ENTRY NO. 204663, A DISTANCE OF 520.85 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OWNED OF RECORD BY TENTMAKERS BIBLE MISSION, A MICHIGAN CORPORATION, AS EVIDENCED BY WARRANTY DEED RECORDED IN BOOK 696, AT PAGE 327, OF THE OFFICIAL WASHINGTON COUNTY RECORDS, RUNNING THENCE NORTH 89°46' EAST ALONG THE SOUTHERLY LINE OF THE PARCEL ABOVE REFERRED TO, A DISTANCE OF 321.30 FEET TO A POINT ON THE EAST LINE OF SAID LOT 36; THENCE SOUTH 0°15'15" EAST 520.68 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 36; THENCE SOUTH 89°46' WEST ALONG SAID LOT LINE A DISTANCE OF 334.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN LOT 36, LA VERKIN TOWNSITE AND FIELD SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36, LA VERKIN TOWN SITE AND FIELD SURVEY; THENCE NORTH 89°46'00" EAST, 334.85 FEET TO THE SOUTHEAST CORNER OF LOT 36; THENCE NORTH 00°15'15" WEST 18.50 FEET; THENCE SOUTH 89°46'00" WEST 334.39 FEET; THENCE SOUTH 01°10'08" WEST 18.51 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXPECTING THEREFROM ANY PORTION LYING WITHIN HIGHWAY U-17.

This is to certify that the above bylaws were adopted by the Owner's Association of Managers at a meeting on the

\_\_\_\_\_ day of 20\_\_\_\_

\_\_\_\_\_

Active President

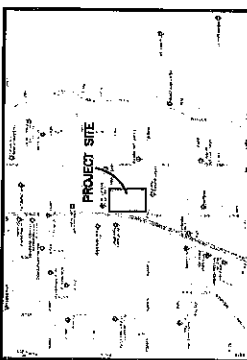
Table with 2 columns: DATE, DESCRIPTION

FINAL PLAT

CITY OF LA VERGNA, WASHINGTON COUNTY, UTAH

Project Info, Surveyor, License No. 50355

FINAL PLAT OF FIELDS PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY CITY OF LA VERGNA, WASHINGTON COUNTY, UTAH



VICINITY MAP NOT TO SCALE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO UNITS AND PUBLIC STREETS TO BE HEREAFTER KNOWN AS...

FIELDS

DO HEREBY dedicate for the perpetual use of the public all parcels of land shown on this plat and lying within the boundaries of the town of La Vergna, Washington County, Utah, and more specifically to the City of La Vergna, Washington County, Utah, the right of ingress and egress and water and sewerage.

SIGNED THIS 20th DAY OF 2002

BY: BLAIR CANNON, PRESIDENT

ACKNOWLEDGMENT

ON THIS 20th DAY OF 2002, I, the undersigned, being of legal age and of sound mind, and being the owner of the above described land, do hereby acknowledge that the foregoing plat was executed by me and the purposes stated therein.

STATE OF UTAH COUNTY OF 20 COMMISSION NO. EXPIRATION DATE

ASH CREEK SPECIAL IMPROVEMENT DISTRICT APPROVED THIS DAY OF 20 BY ASH CREEK SPECIAL IMPROVEMENT DISTRICT

ASH CREEK SPECIAL IMPROVEMENT DISTRICT

PLANNING COMMISSION APPROVAL ON THIS DAY OF 20 THE PLANNING COMMISSION OF THE CITY OF LA VERGNA HAS REVIEWED THE ABOVE LA VERGNA CITY PLANNING ORDINANCES AND BY THE CITY OF LA VERGNA HAS APPROVED THIS SUBDIVISION FOR ACCEPTANCE BY THE CITY OF LA VERGNA

PLANNING COMMISSION CHAIRMAN

LA VERGNA CITY PUBLIC WORKS APPROVAL APPROVED AS TO FORM AND DAY OF 20

PUBLIC WORKS DIRECTOR

APPROVAL AS TO FORM APPROVED AS TO FORM AND DAY OF 20

CITY ATTORNEY

LA VERGNA CITY COUNCIL PRESENTED TO THE LA VERGNA CITY COUNCIL AND ACCEPTED ACCORDING TO ITS ORDINANCES

LA VERGNA CITY COUNCIL

CITY ENGINEER'S CERTIFICATE I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

CITY ENGINEER

WASHINGTON COUNTY RECORDER

GENERAL NOTES

- 1. THE PROPERTY OWNERS AND/OR THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, MAINTAINING, OR REPLACING LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THE SUBDIVISION. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE REPAIR, MAINTENANCE, REPLACING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS (SEE RECORDED COARDS).
- 2. ALL AREA NOT LABELED AS PRIVATE UNITS AND LIMITED COMMON AREA IS CONSIDERED COMMON AREA. UNITS FOR ELECTRICAL CONDUIT, CABLE TV, AND TELEPHONE SERVICE SHALL BE REDUCED TO OTHER UNITS FOR ELECTRICAL CONDUIT, CABLE TV, AND TELEPHONE SERVICE ARE REDUCED.
- 3. ALL DRIVEABLE HARD SURFACES ARE CONSIDERED AN ACCESS EASEMENT TO BE USED FOR OWNERS OF THIS DEVELOPMENT.
- 4. ALL BUILDING ARE PERPENDICULAR TO THE BOUNDARY.
- 5. EASEMENTS ALONG BUILDINGS ARE DESIGNATED NORTH/SOUTH AND EAST/WEST.
- 6. ALL BOUNDARY CORNERS TO BE SET WITH A 5/8" IRON AND CWP STAMPED "REEVE & ASSOCIATES".
- 7. EASEMENTS ALONG BUILDINGS ARE DESIGNATED NORTH/SOUTH AND EAST/WEST.
- 8. REFER TO COARD'S FOR SERVICE REQUIREMENTS AND RESTRICTIONS AND PARKING RESTRICTIONS.

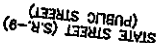
SURVEYOR'S CERTIFICATE

I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF UTAH (UTAH STATE CODE ANNOTATED TITLE 36, CHAPTER 22, PROFESSIONAL ENGINEERS AND SURVEYORS). I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH PROFESSIONAL ENGINEERS AND SURVEYORS ACT. I HAVE ALSO CAUSED THE PLAT TO BE PREPARED AND RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH PROFESSIONAL ENGINEERS AND SURVEYORS ACT. I HAVE ALSO CAUSED THE PLAT TO BE PREPARED AND RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH PROFESSIONAL ENGINEERS AND SURVEYORS ACT. I HAVE ALSO CAUSED THE PLAT TO BE PREPARED AND RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH PROFESSIONAL ENGINEERS AND SURVEYORS ACT.



DATE JASON T. FELT LICENSE NO. 50355

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF LA VERKIN, WASHINGTON COUNTY, UTAH



**WASHINGTON COUNTY RECORDER**

## FINAL PLAY

• **How to use:**

| DATE | DESCRIPTION | REVISIONS |
|------|-------------|-----------|
|------|-------------|-----------|

# Reeve & Associates, Inc.



**NORTH ELEVATION**





RIVERS EDGE INN AT ZION

**Atex Enterprises**  
L.C.

*David & Dawn Whitcomb*

2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS

FIRST FLOOR

PLAN

|                 |           |
|-----------------|-----------|
| DATE            | 3/17/25   |
| LATEST REVISION | 4/17/25   |
| DRAWN BY        | DAD       |
| PROJECT NO.     | 2301      |
| DWG. NO.        | <b>A4</b> |

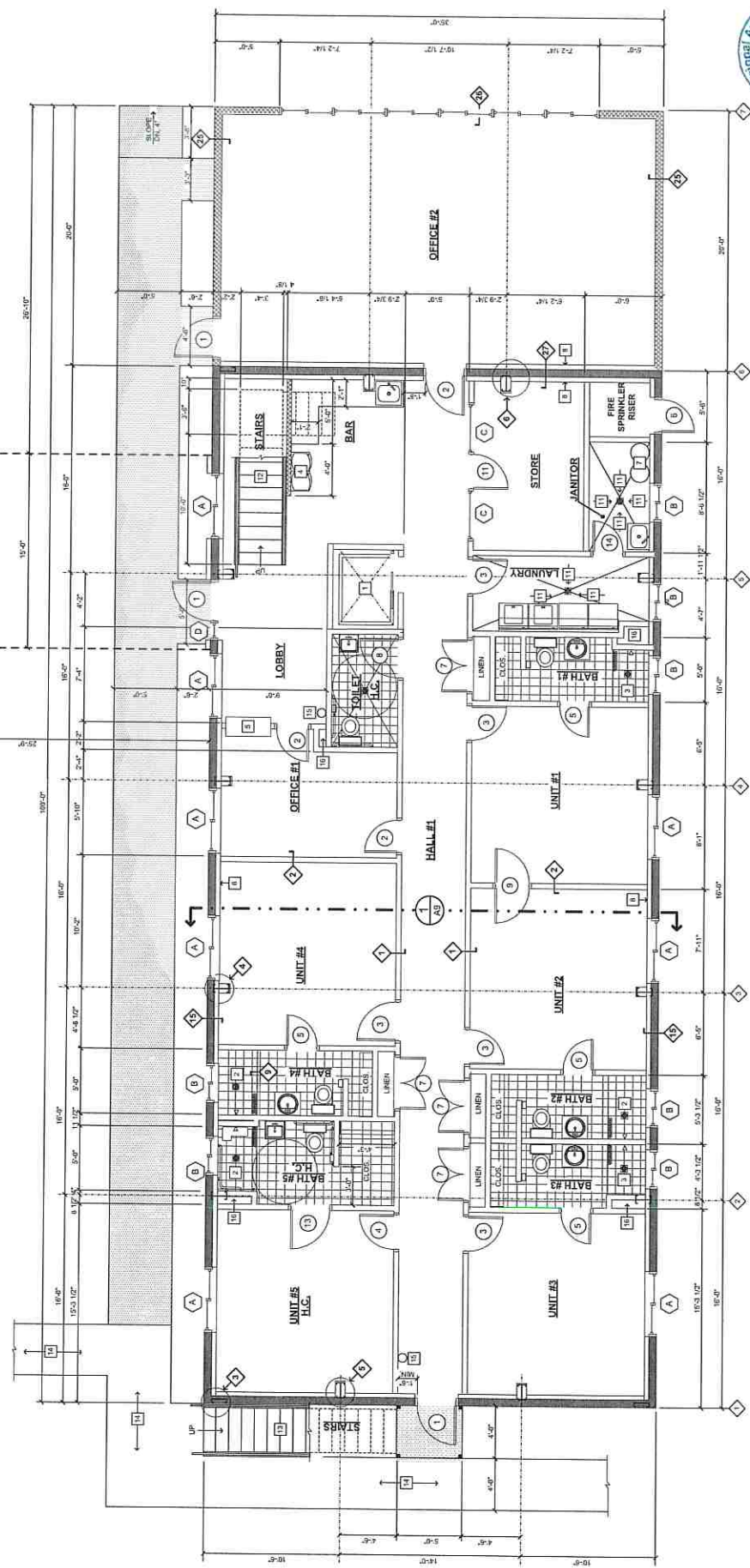
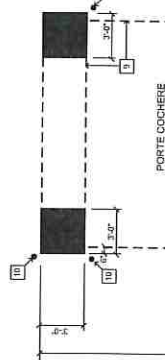
**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

### LEGEND

|  |                            |
|--|----------------------------|
|  | KEYED NOTE DESIGNATION     |
|  | DOOR DESIGNATION           |
|  | WINDOW DESIGNATION         |
|  | DETAIL DESIGNATION         |
|  | WALL STEEL FRAMED          |
|  | WALL 2" x 8" D.F. w/ STUDS |
|  | WALL 2" x 4" D.F. w/ STUDS |
|  | NEW 4" THICK CONC. SLAB    |

**KEYED NOTES**

|          |                                                                    |
|----------|--------------------------------------------------------------------|
| <b>1</b> | FIRE ELEVATOR.                                                     |
| <b>2</b> | 6" DIA., 4' HIGH STEEL PIPE (HOLLOW FILLED W/ CONC & SLOPE AT TOP) |
| <b>3</b> | 2-4" WIDE STAIRS W/ 1" RIEBDS #4 @ 12"                             |
| <b>4</b> | TRAPDOOR. SEE DETAIL 10                                            |
| <b>5</b> | 3-4" WIDE STAIRS W/ 1" RIEBDS #4 @ 12"                             |
| <b>6</b> | TRAPDOOR. SEE DETAIL 10                                            |
| <b>7</b> | EXIST. CONC. SIDEWALK                                              |
| <b>8</b> | FIRE EXTINGUISHER                                                  |
| <b>9</b> | DUCT CHASE.                                                        |

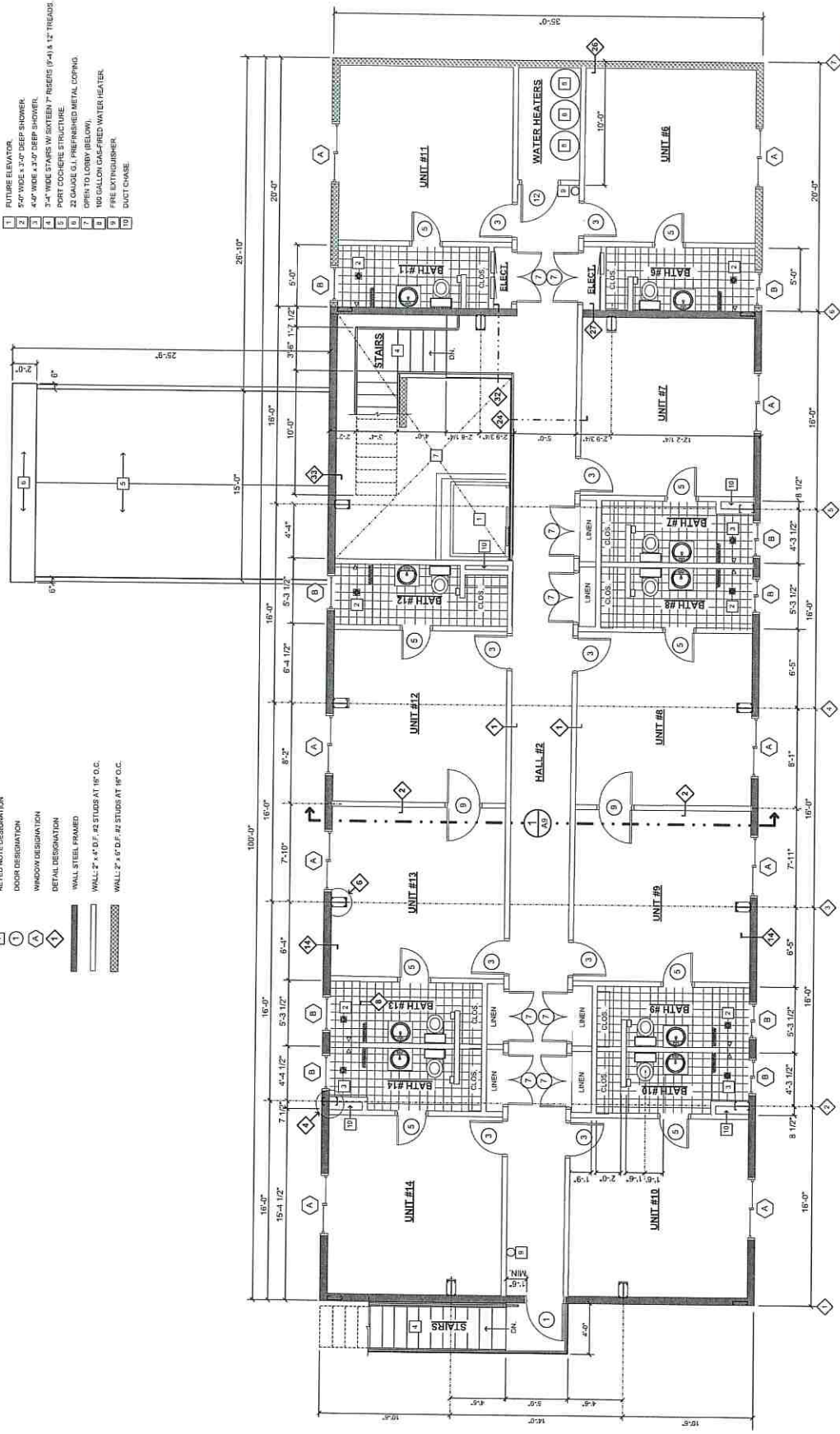






- KEYED NOTES**
- 1 FUTURE ELEVATOR
  - 2 5'2" WIDE x 3'0" DEEP SHOWER
  - 3 4'0" WIDE x 3'0" DEEP SHOWER
  - 4 3'4" WIDE STAIRS W/ SIXTEEN 7" REEDS (9'4) x 12" TREADS
  - 5 PORT COCHERE STRUCTURE
  - 6 22 GAUGE G.I. PREFINISHED METAL COPING
  - 7 DRESS TO LOBBY (BELOW)
  - 8 100 GALLON GAS-FIRED WATER HEATER
  - 9 FIRE EXTINGUISHER
  - 10 DUCT CHASE

- LEGEND**
- 1 KEYED NOTE DESIGNATION
  - 2 DOOR DESIGNATION
  - 3 WINDOW DESIGNATION
  - 4 DETAIL DESIGNATION
  - 5 WALL STEEL FRAMED
  - 6 WALL 2" x 4" D.F. @ STUDS AT 16" O.C.
  - 7 WALL 2" x 6" D.F. @ STUDS AT 16" O.C.



**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



