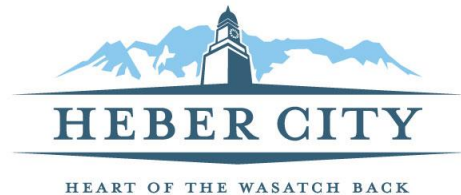


Planning Commission Staff Report



MEETING DATE: November 10, 2020
SUBJECT: Heber Culvers Elevation
Modifications
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning Department
STRATEGIC RELEVANCE: Necessary Administrative
Action

SUMMARY

Culvers Restaurant is requesting to add a canopy onto the north side of the building to cover the outdoor seating area.

RECOMMENDATION

Staff recommends the Planning Commission approve the elevation modifications.

BACKGROUND

Culvers received Commercial Development Approval from the Planning Commission in June of this year and is under construction. Culvers is requesting to add a sloped roof canopy over the outdoor seating area. The two sections of canopy are larger than 1,000 square feet and require planning commission approval.

DISCUSSION

CODE COMPLIANCE

The Mixed Use Residential Commercial Zone says the following on Awnings and Canopies.

18.42.050(T)

Canopies and Awnings. Canopies, flat metal canopies and awnings shall be designed and constructed to be complimentary with the architecture of the building. The color of the awning shall be complimentary to the color scheme of the structure and shall keep with the unique color palettes of Heber Valley. Awnings shall be constructed of a durable material that takes into consideration the local climate and weather conditions. Canopies and awnings shall be required at building entrances.

The proposed canopy is on the front of the building, is over windows, and provides a shaded outdoor dining area. The roof and supports match the approved building color and architectural style.

FISCAL IMPACT

N/A

CONCLUSION

Heber Culvers is requesting to add a sloped roof awning over the outdoor seating area. The request complies with the MURCZ zone. Staff recommends the planning commission approve the request with the following findings and conditions:

Findings

1. The requested modifications comply with the development code.

Conditions

1. All other code requirements shall be met.
2. Addition conditions by the Planning Commission: _____.

ALTERNATIVES

1. Approve
2. Continue
3. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approval

I move to **approve** the Heber Culvers Elevation Modifications as presented, with the findings and conditions as outlined in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning Department
Staff Member: Jamie Baron

EXHIBITS

1. Revised Elevations


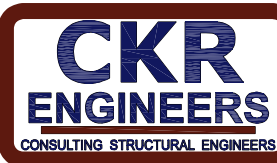
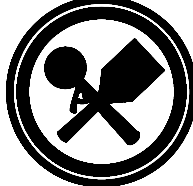
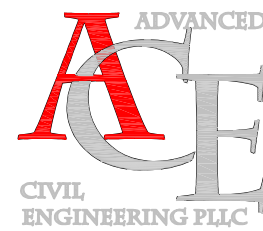




Exhibit 1

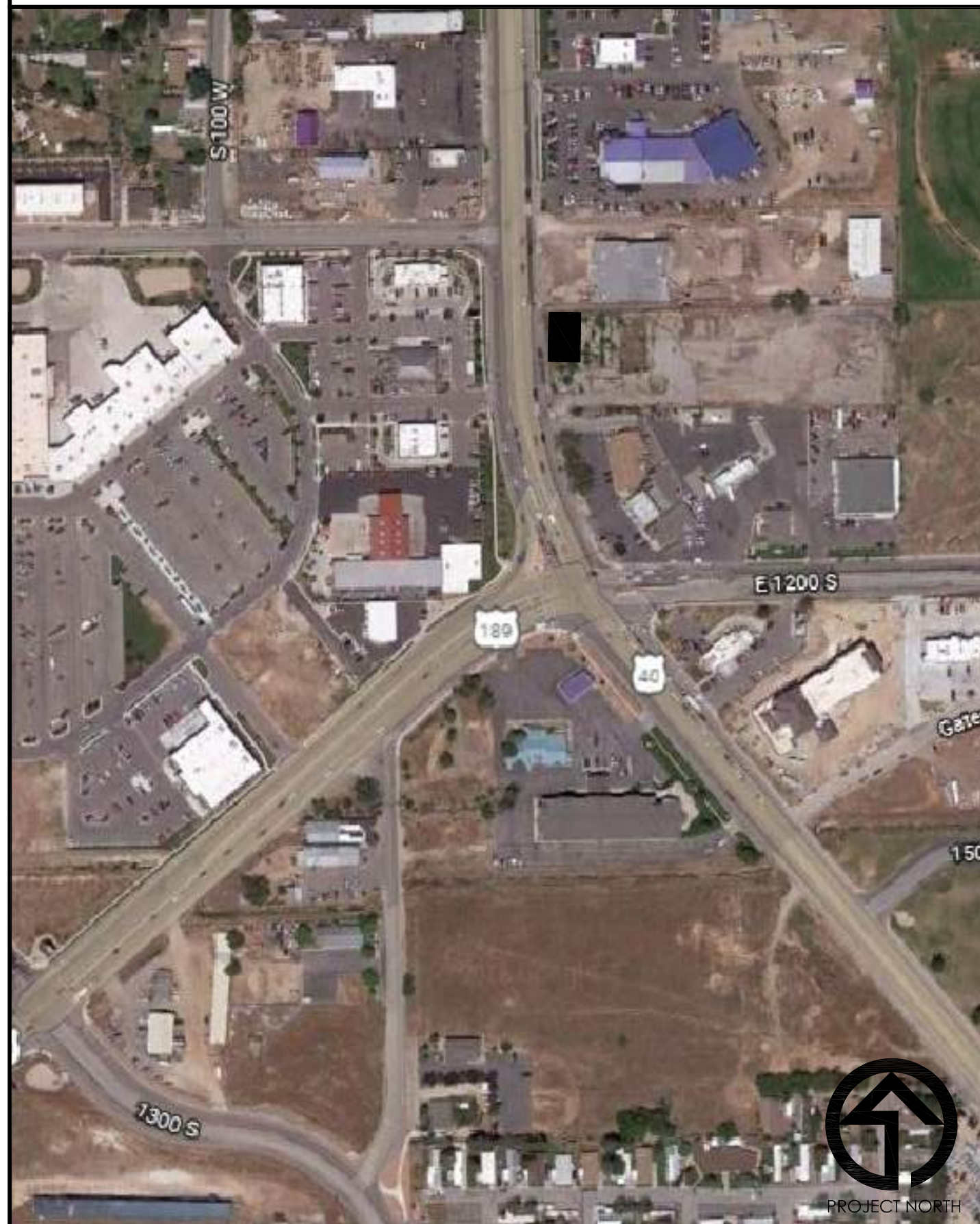





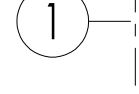










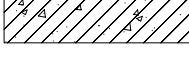

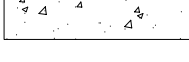

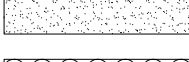




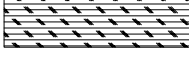
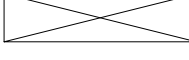
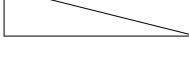
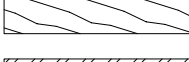









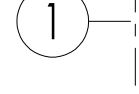










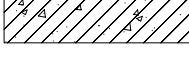

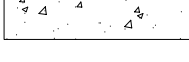

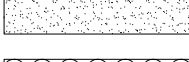




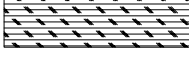
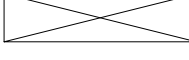
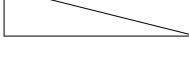
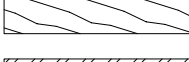









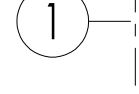










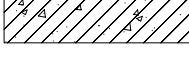

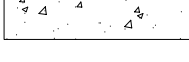

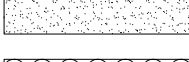




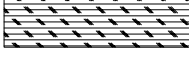
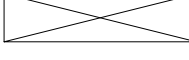
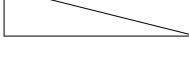
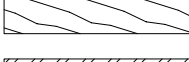






PROJECT:

HEBER CULVER'S

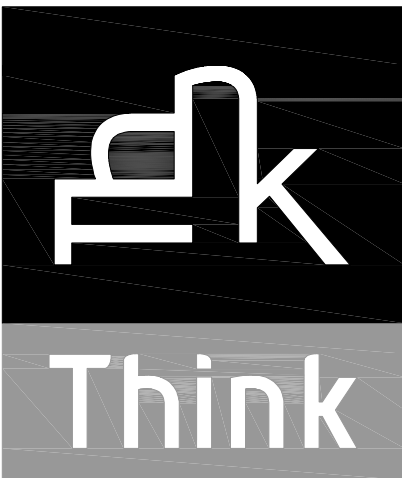
1260 US 189, HEBER, UTAH

 <p>ARCHITECT: THINK ARCHITECTURE 5151 SOUTH 900 EAST #200 SALT LAKE CITY, UTAH 84117 PHONE: (801) 269-0055</p>	 <p>STRUCTURAL ENGINEER: CKR ENGINEERING 1295 NORTH STATE STREET OREM, UTAH 84057 PHONE: (801) 222-0922</p>	 <p>CULVER'S CORPORATE CONTACT: CULVER'S FRANCHISING SYSTEM STEVE DATKA PHONE: (608) 644-2141 E-MAIL: STEVEDATKA@CULVERS.COM</p>
 <p>CIVIL ENGINEER: ADVANCED CIVIL ENGINEERING PHONE: (801) 884-6010 ADVANCEDCIVILENGINEERING.COM</p>	 <p>ELECTRICAL ENGINEER: ROCKY MOUNTAIN CONSULTING ENGINEERS 2117 SOUTH 3600 WEST SALT LAKE CITY, UT 84119 PHONE: (801) 566-0503</p>	 <p>KITCHEN CONSULTANT: BOELTER GROUP N22W23685 RIDGEVIEW PARKWAY WEST WAUKESHA, WI 53188 PHONE: (800) 263-5837</p>
 <p>LANDSCAPE ARCHITECT: THINK ARCHITECTURE 5151 SOUTH 900 EAST #200 SALT LAKE CITY, UTAH 84117 PHONE: (801) 269-0055</p>	 <p>MECHANICAL ENGINEER: BRENKMAN & COMPANY 1770 RESEARCH PARK WAY, STE 112 LOGAN, UT 84341 PHONE: (435) 554-7771</p>	<p>GENERAL CONTRACTOR MOFFAT CONSTRUCTION 519 W STATE STREET, STE 202 PLEASANT GROVE, UT 84062 PHONE: (801) 769-0745</p>

VICINITY MAP	ABBREVIATIONS	GRAPHIC SYMBOLS/MATERIALS LEGEND																																																																																																																																																																																																																																																																																																																																				
	<table><tr><th>#</th><th>NUMBER</th><th>HYD</th><th>HYDRANT</th></tr><tr><th>@</th><th>AT</th><th>I.D.</th><th>INSIDE DIAMETER</th></tr><tr><td>A.B.</td><td>ANCHOR BOLT</td><td>INFO.</td><td>INFORMATION</td></tr><tr><td>ABV.</td><td>ABOVE</td><td>INSUL.</td><td>INSULATION</td></tr><tr><td>ADJ.</td><td>ADJUSTABLE</td><td>LAV.</td><td>LAVATORY</td></tr><tr><td>A.F.F.</td><td>ABOVE FINISH FLOOR</td><td>LT.</td><td>LIGHT</td></tr><tr><td>ALUM.</td><td>ALUMINUM</td><td>LT. WT.</td><td>LIGHT WEIGHT</td></tr><tr><td>BD.</td><td>BOARD</td><td>MAINT.</td><td>MAINTENANCE</td></tr><tr><td>B.D.G.</td><td>BUILDING</td><td>MANUF.</td><td>MANUFACTURER</td></tr><tr><td>B.M.</td><td>BENCHMARK</td><td>MAX.</td><td>MAXIMUM</td></tr><tr><td>B.O.</td><td>BOTTOM OF</td><td>MAT.</td><td>MATERIAL</td></tr><tr><td>BOT.</td><td>BOTTOM</td><td>M.C.J.</td><td>MASONRY CONTROL JOINT</td></tr><tr><td>B.P.</td><td>BASE PLATE</td><td>MECH.</td><td>MECHANICAL</td></tr><tr><td>BKG.</td><td>BEARING</td><td>MIN.</td><td>MINIMUM</td></tr><tr><td>B.T.W.</td><td>BETWEEN</td><td>MISC.</td><td>MISCELLANEOUS</td></tr><tr><td>C.J.</td><td>CONSTRUCTION JOINT</td><td>M.O.</td><td>MASONRY OPENING</td></tr><tr><td>C.L.G.</td><td>CEILING</td><td>MTL.</td><td>METAL</td></tr><tr><td>CLR.</td><td>CLEAR</td><td>N.J.C.</td><td>NOT IN CONTRACT</td></tr><tr><td>CMU</td><td>CONCRETE MASONRY UNIT</td><td>N.T.S.</td><td>NOT TO SCALE</td></tr><tr><td>COL.</td><td>COLUMN</td><td>O.C.</td><td>ON CENTER</td></tr><tr><td>CONC.</td><td>CONCRETE</td><td>O.D.</td><td>OUTSIDE DIAMETER</td></tr><tr><td>CONT.</td><td>CONTINUOUS</td><td>O.F.</td><td>OUTSIDE FACE</td></tr><tr><td>CONST.</td><td>CONSTRUCTION</td><td>PERP.</td><td>PERPENDICULAR</td></tr><tr><td>C.T.J.</td><td>CONSTRUCTION JOINT</td><td>PL.</td><td>PLATE</td></tr><tr><td>DBL</td><td>DOUBLE</td><td>PID.</td><td>PAINTED</td></tr><tr><td>DET./DTL.</td><td>DETAIL</td><td>QTY.</td><td>QUANTITY</td></tr><tr><td>DIA.</td><td>DIAMETER</td><td>R.D.</td><td>ROOF DRAIN</td></tr><tr><td>DWG.S.</td><td>DRAWINGS</td><td>RAD.</td><td>RADIUS</td></tr><tr><td>E.F.</td><td>EACH FACE</td><td>RENF.</td><td>REINFORCED</td></tr><tr><td>E.J.</td><td>EXPANSION JOINT</td><td>REQD.</td><td>REQUIRED</td></tr><tr><td>EL./ELEV.</td><td>ELEVATION</td><td>ROOM</td><td>ROOM</td></tr><tr><td>EQ.</td><td>EQUAL</td><td>R.O.</td><td>ROUGH OPENING</td></tr><tr><td>E.W.</td><td>EACH WAY</td><td>SCHED.</td><td>SCHEDULE</td></tr><tr><td>EXT.</td><td>EXISTING</td><td>SH.</td><td>SHEET</td></tr><tr><td>EXP.</td><td>EXPANSION</td><td>SIM.</td><td>SIMILAR</td></tr><tr><td>EXT.</td><td>EXTERIOR</td><td>SPEC.</td><td>SPECIFICATION</td></tr><tr><td>E.W.C.</td><td>ELECTRIC WATER COOLER</td><td>STC</td><td>SOUND TRANSMISSION COEFFICIENT</td></tr><tr><td>F.D.</td><td>FLOOR DRAIN</td><td>STD.</td><td>STANDARD</td></tr><tr><td>FDN./FDIN.</td><td>FOUNDATION</td><td>STRUCT.</td><td>STRUCTURAL</td></tr><tr><td>F.E.</td><td>FIRE EXTINGUISHER</td><td>SUSP.</td><td>SUSPENDED</td></tr><tr><td>F.E.C.</td><td>FIRE EXTINGUISHER CABINET</td><td>T.O.</td><td>TOP OF</td></tr><tr><td>F.F.</td><td>FINISH FLOOR</td><td>T.O.C.</td><td>TOP OF CURB</td></tr><tr><td>FIN.</td><td>FINISH</td><td>T.O.F.</td><td>TOP OF FOOTING</td></tr><tr><td>FLR.</td><td>FLOOR</td><td>T.O.S.</td><td>TOP OF SLAB</td></tr><tr><td>FT.</td><td>FEET</td><td>T.O.S.</td><td>TOP OF SIDEWALK</td></tr><tr><td>FIG.</td><td>FOOTING</td><td>T.O.W.</td><td>TOP OF WALL</td></tr><tr><td>GA.</td><td>GAGE/GAUGE</td><td>TYP.</td><td>TYPICAL</td></tr><tr><td>GALV.</td><td>GALVANIZED</td><td>U.N.O.</td><td>UNLESS NOTED OTHERWISE</td></tr><tr><td>GPM</td><td>GALLONS PER MINUTE</td><td>VERT.</td><td>VERTICAL</td></tr><tr><td>GND.</td><td>GROUND</td><td>W/</td><td>WITH</td></tr><tr><td>GOVT.</td><td>GOVERNMENT</td><td>WD.</td><td>WOOD</td></tr><tr><td>GYP. BD.</td><td>GYPNUM WALL BOARD</td><td>W.W.F.</td><td>WELDED WIRE FABRIC</td></tr><tr><td>H.C.</td><td>HANDICAPPED</td><td></td><td></td></tr><tr><td>H.W.</td><td>HARDWARE</td><td></td><td></td></tr><tr><td>H.M.</td><td>HOLLOW METAL</td><td></td><td></td></tr><tr><td>HORIZ.</td><td>HORIZONTAL</td><td></td><td></td></tr><tr><td>HT.</td><td>HEIGHT</td><td></td><td></td></tr><tr><td>HVAC</td><td>HEATING/VENTILATION/AIR CONDITIONING</td><td></td><td></td></tr></table>	#	NUMBER	HYD	HYDRANT	@	AT	I.D.	INSIDE DIAMETER	A.B.	ANCHOR BOLT	INFO.	INFORMATION	ABV.	ABOVE	INSUL.	INSULATION	ADJ.	ADJUSTABLE	LAV.	LAVATORY	A.F.F.	ABOVE FINISH FLOOR	LT.	LIGHT	ALUM.	ALUMINUM	LT. WT.	LIGHT WEIGHT	BD.	BOARD	MAINT.	MAINTENANCE	B.D.G.	BUILDING	MANUF.	MANUFACTURER	B.M.	BENCHMARK	MAX.	MAXIMUM	B.O.	BOTTOM OF	MAT.	MATERIAL	BOT.	BOTTOM	M.C.J.	MASONRY CONTROL JOINT	B.P.	BASE PLATE	MECH.	MECHANICAL	BKG.	BEARING	MIN.	MINIMUM	B.T.W.	BETWEEN	MISC.	MISCELLANEOUS	C.J.	CONSTRUCTION JOINT	M.O.	MASONRY OPENING	C.L.G.	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HEIGHT			HVAC	HEATING/VENTILATION/AIR CONDITIONING			<table><tr><td></td><td>FLOOR OR POINT ELEVATION</td><td></td><td>PARKING GRID LINES</td></tr><tr><td></td><td>KEY NOTE</td><td></td><td>BUILDING GRID LINES</td></tr><tr><td></td><td>WALL TYPE</td><td></td><td>MASTER GRID LINES</td></tr><tr><td></td><td>DOOR NUMBER</td><td></td><td></td></tr><tr><td></td><td>WINDOW NUMBER</td><td></td><td></td></tr><tr><td></td><td>FIXTURE TAG</td><td></td><td></td></tr><tr><td></td><td>REVISION TAG</td><td></td><td></td></tr><tr><td></td><td>DETAIL</td><td></td><td></td></tr><tr><td></td><td>INTERIOR ELEVATION</td><td></td><td>CONCRETE MASONRY UNIT</td></tr><tr><td></td><td>ENTRY</td><td></td><td>BRICK VENEER</td></tr><tr><td></td><td>BUILDING OR WALL ELEVATION</td><td></td><td>STONE VENEER</td></tr><tr><td></td><td>ROOM NAME & NUMBER</td><td></td><td>CONCRETE</td></tr><tr><td></td><td>BUILDING OR WALL ELEVATION</td><td></td><td>GYPNUM BOARD OR GROUT MORTAR</td></tr><tr><td></td><td>WALL SECTION</td><td></td><td>BATT INSULATION</td></tr><tr><td></td><td>BUILDING SECTION</td><td></td><td>RIGID INSULATION</td></tr><tr><td></td><td></td><td></td><td>PLYWOOD</td></tr><tr><td></td><td></td><td></td><td>ROUGH WOOD-CONTINUOUS</td></tr><tr><td></td><td></td><td></td><td>ROUGH WOOD-BLOCKING</td></tr><tr><td></td><td></td><td></td><td>WOOD TRIM</td></tr><tr><td></td><td></td><td></td><td>STEEL</td></tr><tr><td></td><td></td><td></td><td>GRAVEL</td></tr><tr><td></td><td></td><td></td><td>EARTH</td></tr><tr><td></td><td></td><td></td><td>TILE</td></tr></table>		FLOOR OR POINT ELEVATION		PARKING GRID LINES		KEY NOTE		BUILDING GRID LINES		WALL TYPE		MASTER GRID LINES		DOOR NUMBER				WINDOW NUMBER				FIXTURE TAG				REVISION TAG				DETAIL				INTERIOR ELEVATION		CONCRETE MASONRY UNIT		ENTRY		BRICK VENEER		BUILDING OR WALL ELEVATION		STONE VENEER		ROOM NAME & NUMBER		CONCRETE		BUILDING OR WALL ELEVATION		GYPNUM BOARD OR GROUT MORTAR		WALL SECTION		BATT INSULATION		BUILDING SECTION		RIGID INSULATION				PLYWOOD				ROUGH WOOD-CONTINUOUS				ROUGH WOOD-BLOCKING				WOOD TRIM				STEEL				GRAVEL				EARTH				TILE
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CODE ANALYSIS			
APPLICABLE CODES:		PLUMBING:	
2018 INTERNATIONAL BUILDING CODE		DINING:	104 PERSONS
2018 INTERNATIONAL ENERGY CONSERVATION CODE		CUSTOMER ORDER AREA:	38 PERSONS
2018 INTERNATIONAL FIRE CODE		KITCHEN:	15 PERSONS
2018 INTERNATIONAL FUEL GAS CODE			
2018 INTERNATIONAL MECHANICAL CODE		TOTAL:	157 PERSONS
2018 INTERNATIONAL PLUMBING CODE		MALE / FEMALE:	79 EACH
2017 NATIONAL ELECTRIC CODE			
OCCUPANCY GROUP:		A-2	
CONSTRUCTION TYPE:		V-8	
ALLOWABLE AREA (IBC TABLE 506.2):		24,000	
ACTUAL AREA:		4,278 SF	
ALLOWABLE HEIGHT (IBC TABLE 504.4):		60 FEET	
ACTUAL HEIGHT:		23 FEET	
FIRE RATINGS (IBC TABLE 601):			
PRIMARY STRUCTURAL FRAME:		NOT RATED	
BEARING WALLS:		NOT RATED	
INTERIOR NON-BEARING WALLS:		NOT RATED	
EXTERIOR NON-BEARING WALLS:		NOT RATED	
ROOF CONSTRUCTION:		NOT RATED	
OCCUPANCY LOADS (TABLE 1004.1.2):			
DINING: NUMBER OF SEATS		104 PERSONS	
CUSTOMER ORDER AREA: 189 SF / 5 SF		38 PERSONS	
KITCHEN: 2,934 SF / 200 SF		15 PERSONS	
EGRESS REQUIREMENTS (1005.1):			
DINING: 104 PERSONS X 0.2 INCHES		20.8 INCHES	
CUSTOMER ORDER AREA: 38 PERSONS X 0.2 INCHES		7.6 INCHES	
KITCHEN: 15 PERSONS X 0.2 INCHES		3.0 INCHES	
EGRESS PROVIDED:			
DINING:		108 INCHES	
KITCHEN:		72 INCHES	
*** BUILDING TO BE FULLY EQUIPT WITH AUTOMATIC FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH IBC 903.2.1.2			

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G002	RESPONSIBILITY MATRIX
CIVIL	
C001	SHEET INDEX, LEGEND & ABBREVIATIONS
C002	CIVIL ENGINEER NOTES
C100	TOPOGRAPHIC SURVEY
C101	CIVIL SITE PLAN
C102	UTILITY PLAN
C103	GRADING PLAN
C104	DRAINAGE PLAN
C105	EROSION CONTROL PLAN (SWPPP)
C106	CIVIL DETAILS SHEET 1
C107	CIVIL DETAILS SHEET 2
C108	CIVIL DETAILS SHEET 3
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A404	BUILDING SECTIONS
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DEFERRED SUBMITTAL	
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FOODSERVICE	
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FS301	MECHANICAL, ELECTRICAL AND PLUMBING SCHEDULE
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FS402	FOOD SERVICE ELEVATIONS AND DETAILS
FS403	FOOD SERVICE ELEVATIONS AND DETAILS
FS501	ROOF TOP PLAN AND REFRIGERATION DETAILS
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P100	PLUMBING OVERVIEW
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P105	PLUMBING ISOMETRICS
P106	PLUMBING DETAILS
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E002	ELECTRICAL SITE PLAN
E003	SITE PHOTOMETRIC PLAN
E100	LIGHTING PLAN
E200	POWER PLAN
E300	LOW VOLTAGE PLAN
E400	POS SYSTEM PLAN
E401	POS SYSTEM DETAILS
E402	POS WIRING PLAN
E500	ELECTRICAL DETAILS & SCHEDULES
E600	ROOF PLAN & EQUIPMENT SCHEDULES



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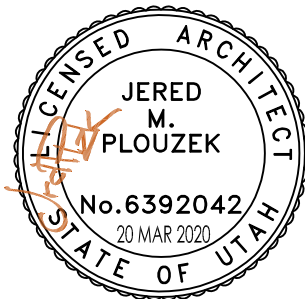
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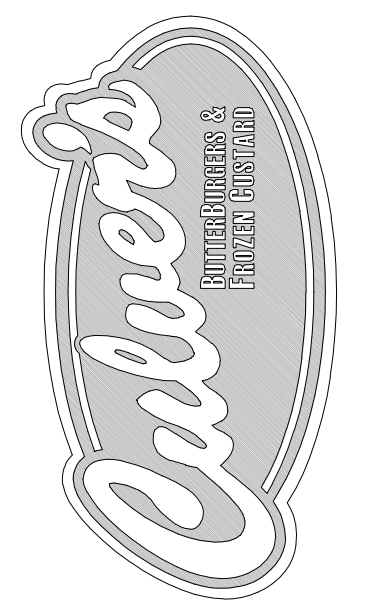
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CULVER'S

1260 US 189
HEBER, UTAH



PROJECT NO. 18024

DATE: 3 JUN 2020

REVISIONS:

- 2020-04-17 CITY REVIEW
- 2020-06-03 FIRE REVIEW
- 2020-07-22 CORPORATE REVIEW
- 2020-08-26 PATIO COVERING

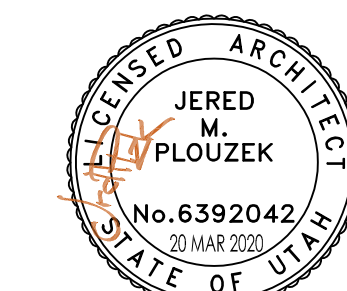
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COVER SHEET

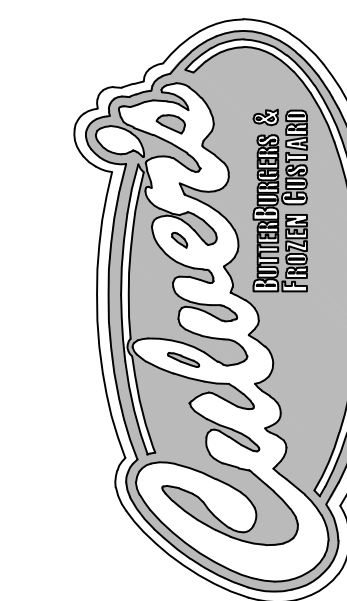
SHEET NUMBER:

G001

ARCHITECTURE



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1260 US 189
HEBER, UTAH

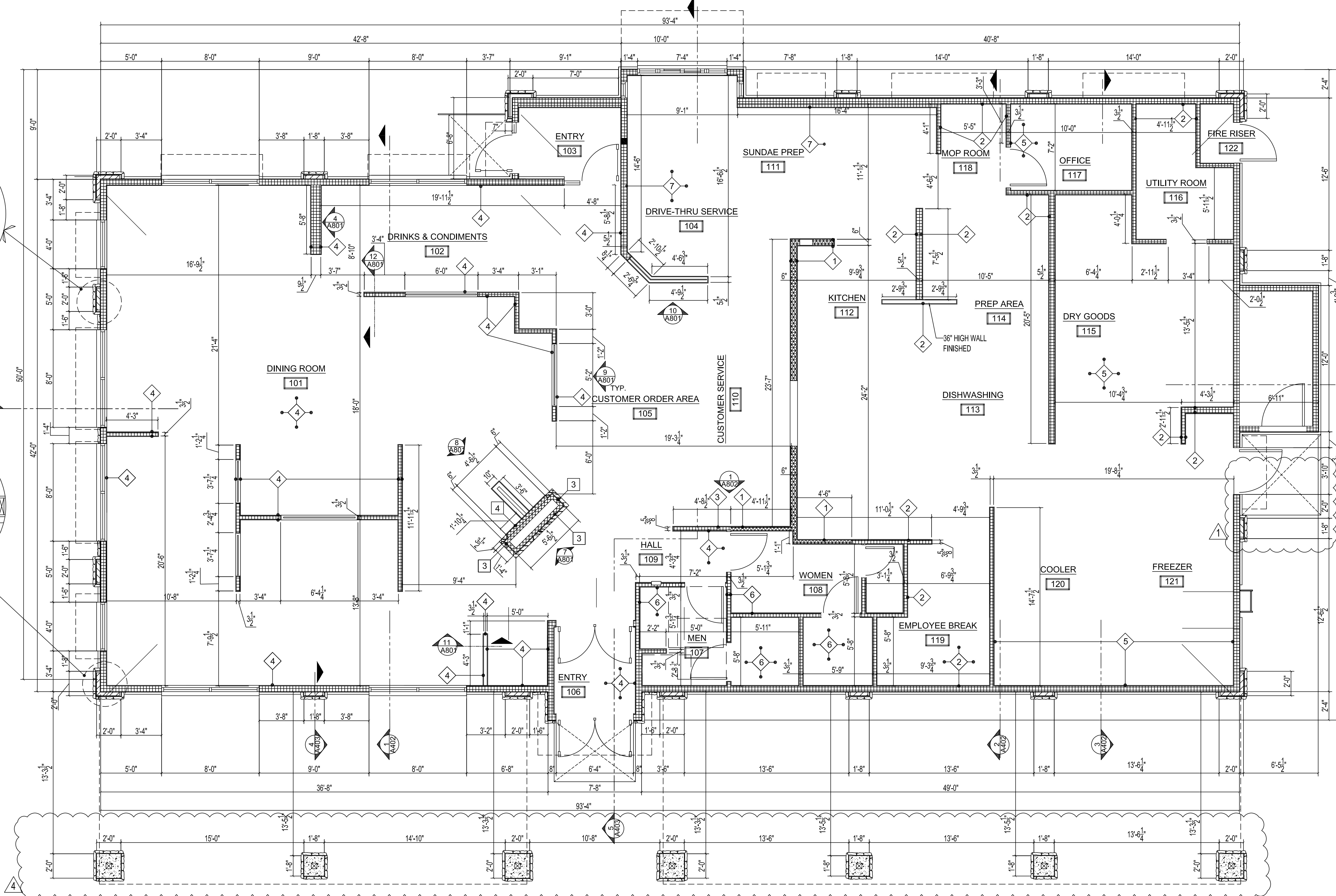


PROJECT NO. 18024
DATE: 3 JUN 2020

REVISIONS:	
1	2020-04-17 CITY REVIEW
2	2020-06-03 FIRE REVIEW
3	2020-07-27 CORPORATE REVIEW
4	2020-08-26 PATIO COVERING

SHEET TITLE:
OVERALL FLOORPLAN
SHEET NUMBER:

A201
ARCHITECTURE



CLG. HTS. & MAT'L VARY SEE PLAN	CLG. HTS. & MAT'L VARY SEE PLAN	CLG. HTS. & MAT'L VARY SEE PLAN	CLG. HTS. & MAT'L VARY SEE PLAN	CLG. HTS. & MAT'L VARY SEE PLAN	CLG. HTS. & MAT'L VARY SEE PLAN
STEEL STUD WALL SEE PLAN FOR SIZES	WALL FRAMING	WALL FRAMING	WALL FRAMING	WALL FRAMING	WALL FRAMING
5/8" CEMENT BOARD	5/8" PLYWOOD	5/8" CEMENT BOARD	5/8" GYP BOARD 5/8" PLYWOOD 2x10 @ CENTER OF BOOTH TABLE LOCATION	5/8" GYP BOARD	5/8" GYP BOARD 5/8" CEMENT BOARD
CONCRETE SLAB	5/8" CEMENT BOARD CONCRETE SLAB	CONCRETE SLAB	CONCRETE SLAB	CONCRETE SLAB	CONCRETE SLAB
1	2	3	4	5	6

FLOOR PLAN
1/4" = 1'-0"

- WALL TYPE NOTES:
- ALL JOINTS IN PLYWOOD, CEMENT BOARD AND GYPSUM BOARD ON EXTERIOR WALLS TO BE SEALED ON THE INTERIOR SIDE WITH TAPE APPROVED BY SHEATHING MANUFACTURER.
 - ALL PENETRATIONS THROUGH EXTERIOR WALLS TO BE SEALED.
 - ALL PLYWOOD ROOF DECK JOINTS TO BE SEALED ON EXTERIOR SIDE WITH TAPE APPROVED BY SHEATHING MANUFACTURER.
 - ALL PENETRATIONS THROUGH ROOF TO BE SEALED.


WALL TYPES
SCALE: 1/2" = 1'-0"

1
A201



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Culver's
BUTTERBREADS &
FROZEN FISHBURD

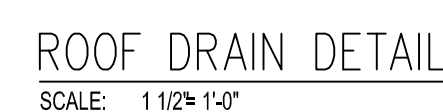
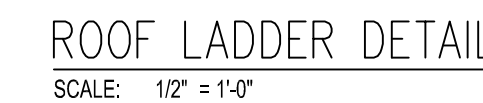
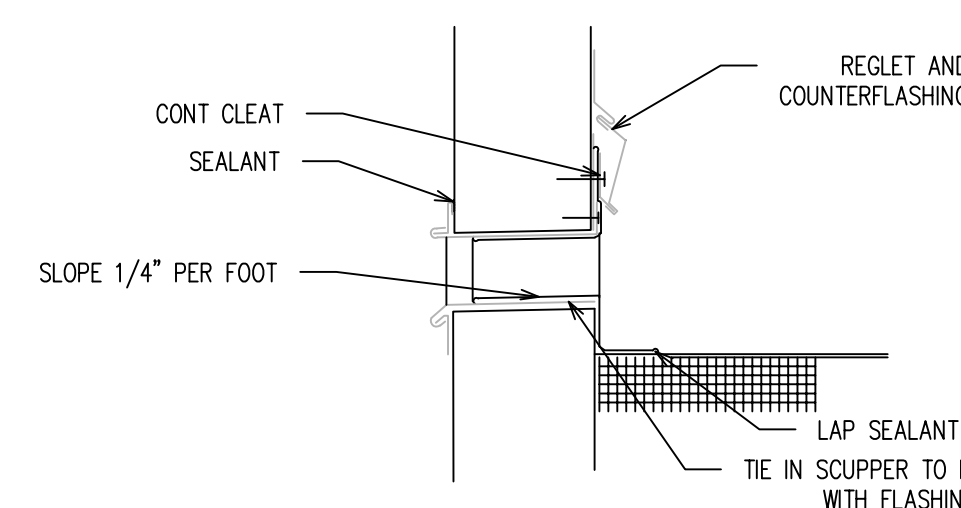
REVISIONS:

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4	2020-08-26 PATIO COVERING

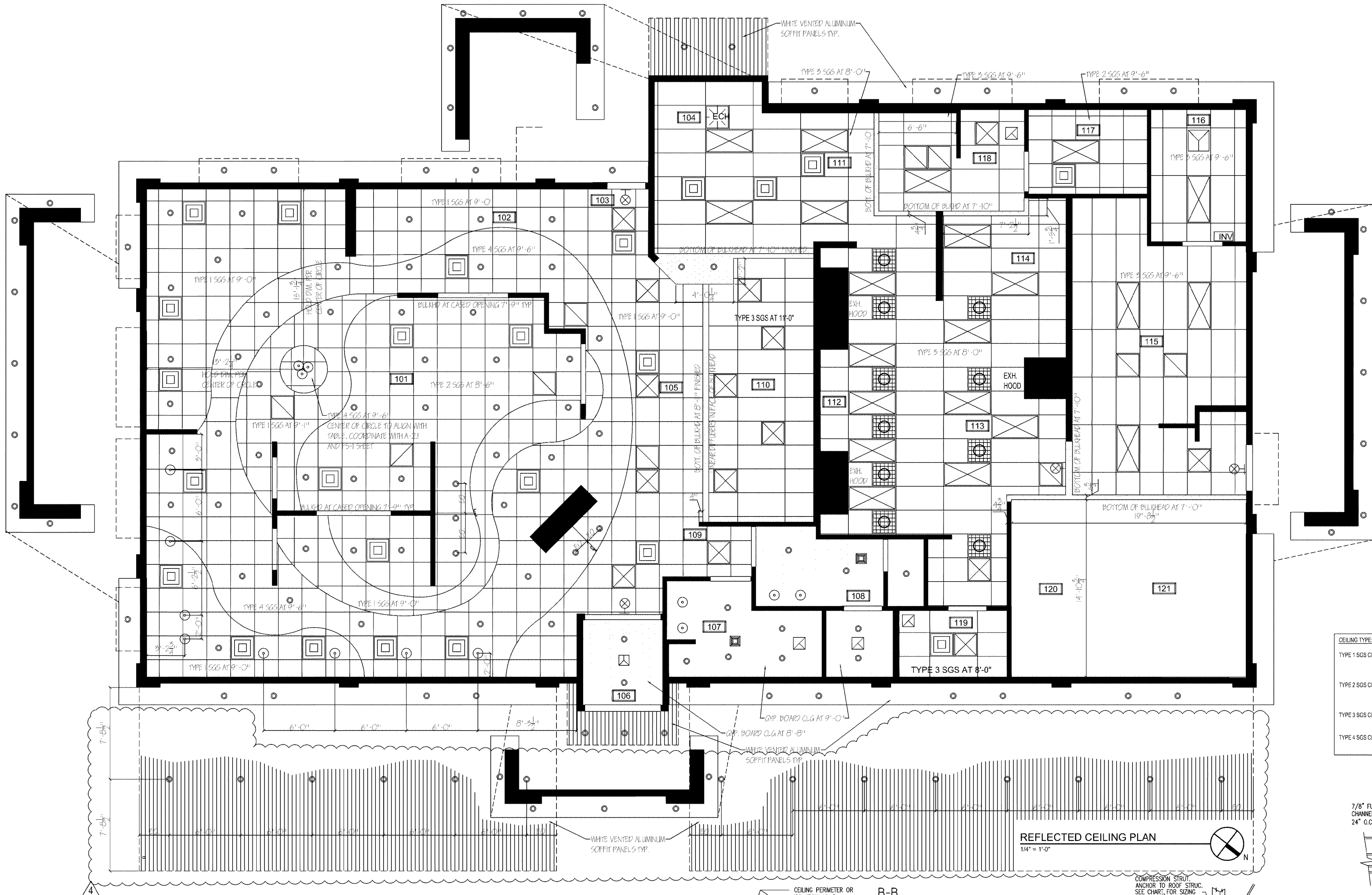
SHEET NUMBER: _____

A204

ARCHITECTURE



1
A204



- GENERAL NOTES:
1. BOTTOM OF PENDANT LIGHTS IN DINING AREA TO BE 6'-0" A.F.F.
 2. BOTTOM OF PENDANT LIGHTS IN RESTROOMS TO BE 7'-0" A.F.F.
 3. VERIFY ALL PENDANT LIGHTS ARE CENTERED OVER TABLES.
 4. ALL BULKHEAD DIMENSIONS ARE TO FINISHED FACE.
 5. ORANGE PEEL FINISH ON ALL GYP BD. CEILINGS
 6. BULKHEADS THROUGHOUT BACK OF HOUSE TO RECEIVE FRP FINISH.
 7. TOP LAYER OF GRID TO ALIGN WITH TRUSS.

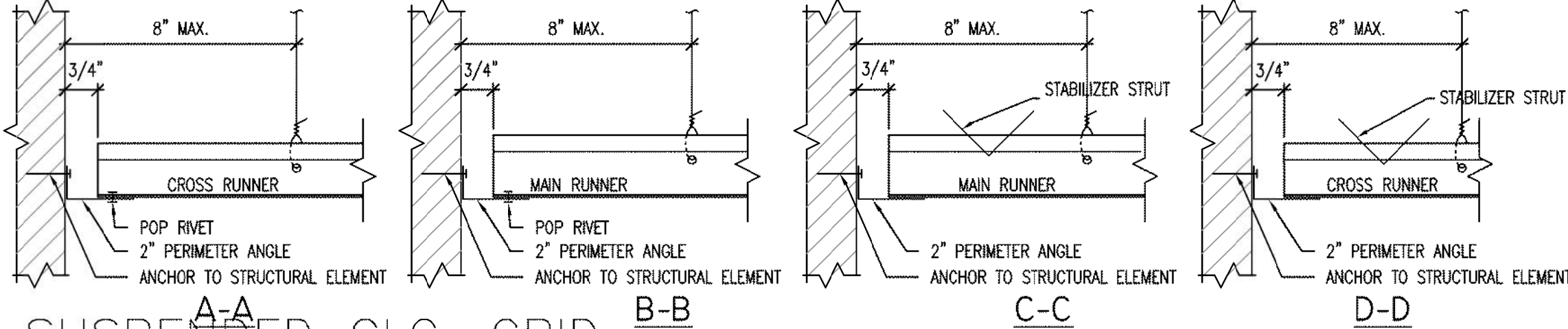
- FIRE SUPPRESSION NOTES:
1. CONTRACTOR TO USE CONCEALED SPRINKLER HEADS THROUGHOUT IF FIRE SUPPRESSION SYSTEM IS REQUIRED. VERIFY W/ ARCHITECT. COVER COLOR TO BE WHITE.

- LEGEND:
- 2' x 2' LED LIGHT FIXTURE LAY-IN AS SHOWN, SURFACE MOUNT IF SHOWN W/SM
 - 2' x 4' LED LIGHT FIXTURE LAY-IN AS SHOWN, SURFACE MOUNT IF SHOWN W/SM
 - PENDANT FIXTURE
 - RECESSED CAN FIXTURE
 - RETURN AIR GRILLE
 - 2' x 2' LAY-IN PERFORATED DIFFUSER
 - 2' x 2' LAY-IN DIFFUSER
 - 1' x 1' CEILING DIFFUSER
 - ELECTRIC CEILING HEATER (OPTIONAL)
 - EXHAUST GRILLE
 - EXIT LIGHT
 - INVERTER BATTERY BACKUP
 - CEILING DIFFUSER W/ C.F.M. - 3 WAY

CEILING TYPE:

TYPE 1 SGS CLG:	GRID: DOWN DX SYSTEM - COLOR TO MATCH TILE TILE: 2x2 USG "FROST CLIMA-PLUS" SANDSTONE - 090 TRIM: 6" COMPASSO COLOR "SILVER SATIN - 002"
TYPE 2 SGS CLG:	GRID: DOWN DX SYSTEM - COLOR TO MATCH TILE TILE: 2x2 USG "FROST CLIMA-PLUS" MANILA - 246 TRIM: 6" COMPASSO COLOR "SILVER SATIN - 002"
TYPE 3 SGS CLG:	GRID: DOWN DXLA SYSTEM - FLAT WHITE TILE: 2x4 USG VINYL-FACED GYPSUM - #050 WHITE
TYPE 4 SGS CLG:	GRID: DOWN DX SYSTEM - COLOR TO MATCH TILE TILE: 2x2 USG "FROST CLIMA-PLUS" FLAT BLACK-205

REFLECTED CEILING PLAN
1/4" = 1'-0"



SUSPENDED CLG. GRID

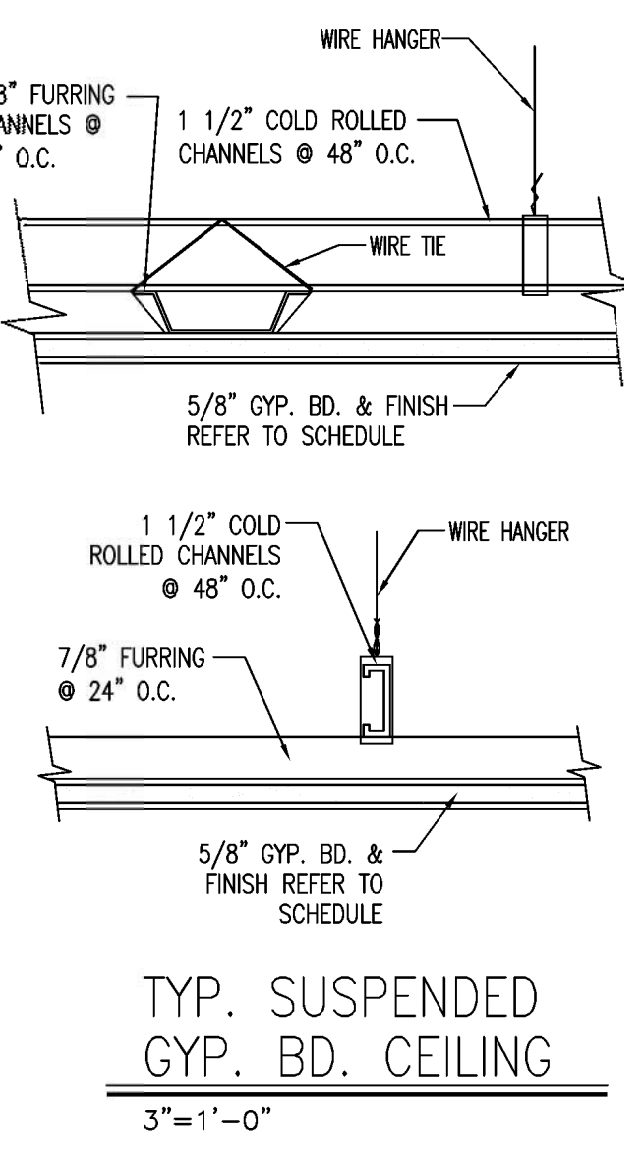
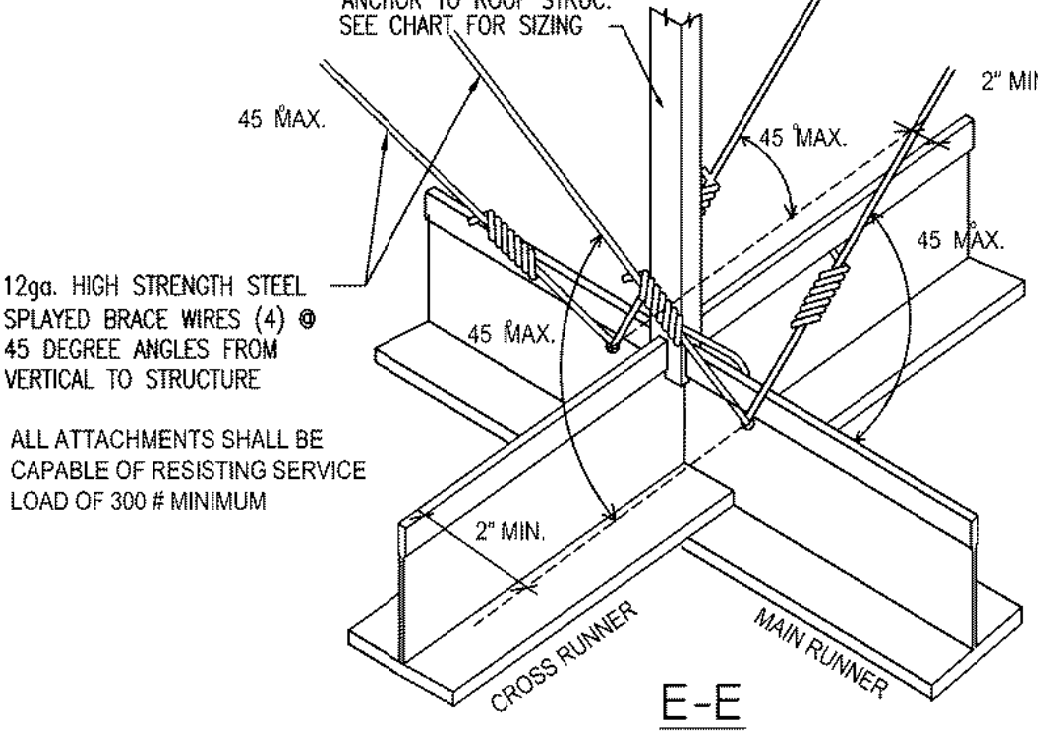
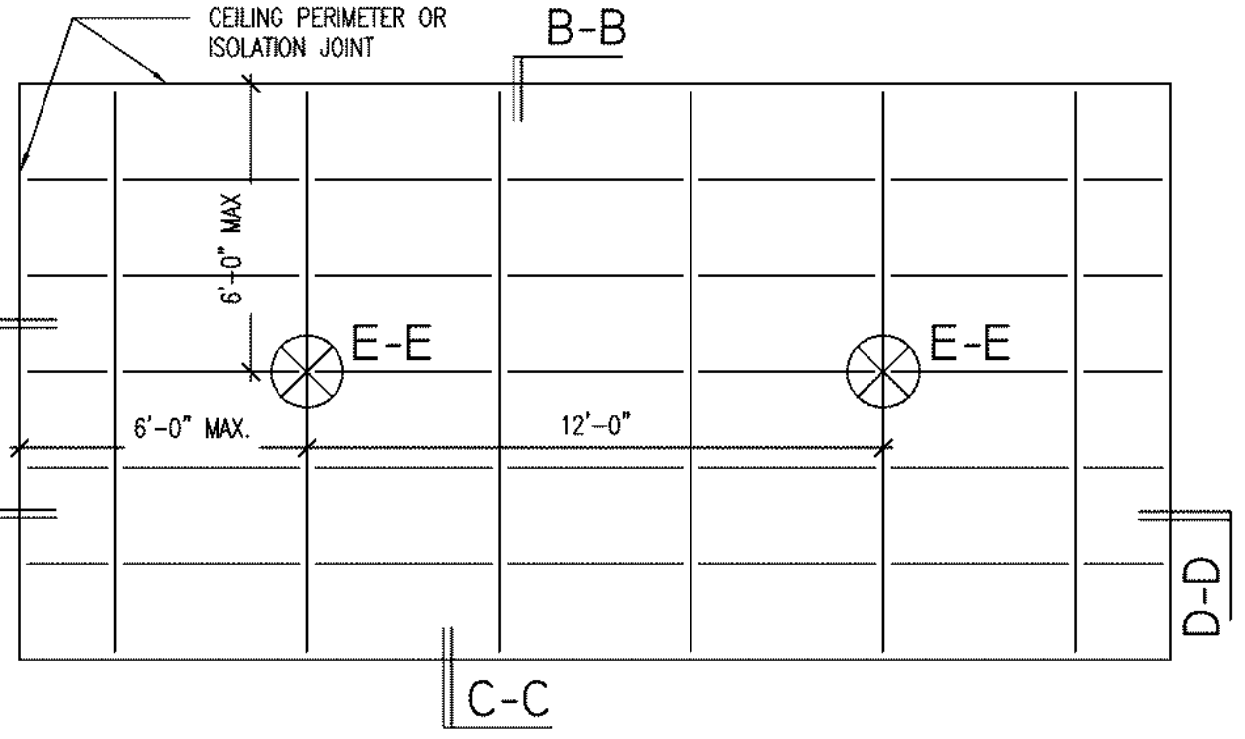
IN SEISMIC DESIGN CATEGORIES D, E, OR F, INSTALL DOWN COMPRESSION POST (Ø 1/2" O.C. EA. WAY IN THE FIELD & 4" MAX. FROM WALL EDGES. STRUTS TO BE TIGHT TO CEILING GRID & STRUCTURE ABOVE. LOCATE STRUTS ON MAIN RUNNERS.

DOWN COMPRESSION POST SIZE TABLE

VSA 1600	1/8" TO 2/8"
VSA 30/48	2/8" TO 4/8"
VSA 48/94	4/8" TO 7/8"
VSA 84/102	7/8" TO 8/8"

STRUT OPTION TO 5'-0" IN LENGTH: 156XC20 STEEL STUD, ANCHOR W/ (3) #8 SELF DRILLING SCREWS.

STRUT OPTION TO 7'-0" IN LENGTH: 156XC20 STEEL STUD, ANCHOR W/ (3) #8 SELF DRILLING SCREWS.



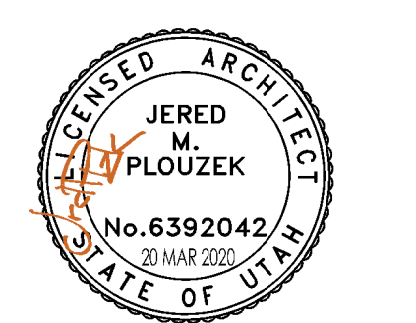
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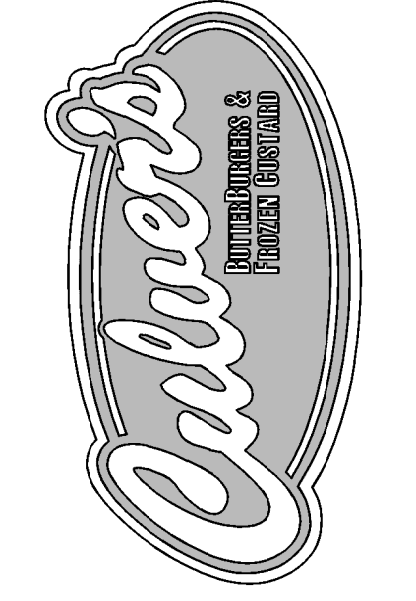
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CULVER'S
1260 US 189
HEBER, UTAH



PROJECT NO. 18024
DATE: 3 JUN 2020

REVISIONS:

1	2020-04-17	CITY REVIEW
2	2020-06-03	FIRE REVIEW
3	2020-07-27	CORPORATE REVIEW
4	2020-08-26	PATIO COVERING

SHEET TITLE:
RCP

SHEET NUMBER:

A205
ARCHITECTURE



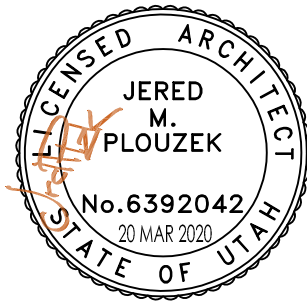
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CULVER'S

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3 2020-07-27 CORPORATE REVIEW
4 2020-08-26 PATIO COVERING

SHEET TITLE:
EXTERIOR ELEVATIONS
SHEET NUMBER:

A301
ARCHITECTURE

STANDARD AWNINGS

QUANTITIES:
11 - CANVAS AWNINGS @ 6'-7" H x 8'-0" W x 2'-0" D
3 - CANVAS AWNINGS @ 6'-7" H x 6'-0" W x 2'-0" D
2 - CANVAS AWNINGS @ 5'-6" H x 6'-0" W x 2'-0" D
16 - TOTAL

CANVAS AWNING COLOR SPECIFICATIONS:
SOLID CANVAS AWNING
COLOR: SUNBRELLA, ROYAL BLUE
STYLE: 4617

EXTERIOR MATERIALS:

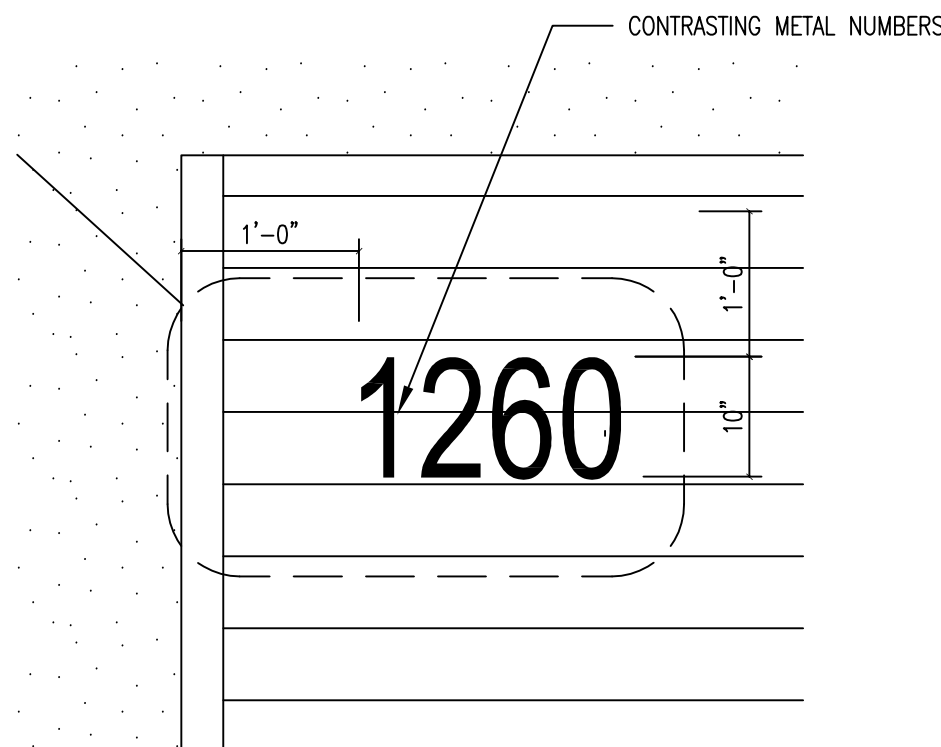
STONE:
MFR: ENVIRONMENTAL STONE WORKS
STYLE: TUSCAN LEDGE
COLOR: ASPEN/NICKEL CREELE
EIFS AT PILASTERS AND CORNICE:
MFR: PAREX
FINISH: MEDIUM SAND
COLOR: MATCH SHERWIN WILLIAMS SW2823 ROCKWOOD CLAY

EIFS AT DRIVE THRU:
MFR: PAREX
FINISH: MEDIUM SAND
COLOR: MATCH SIDING

HORIZONTAL SIDING:
MFR: LOUISIANA PACIFIC
STYLE: LP SMART SIDING, 8" CEDAR
COLOR: CANYON BROWN

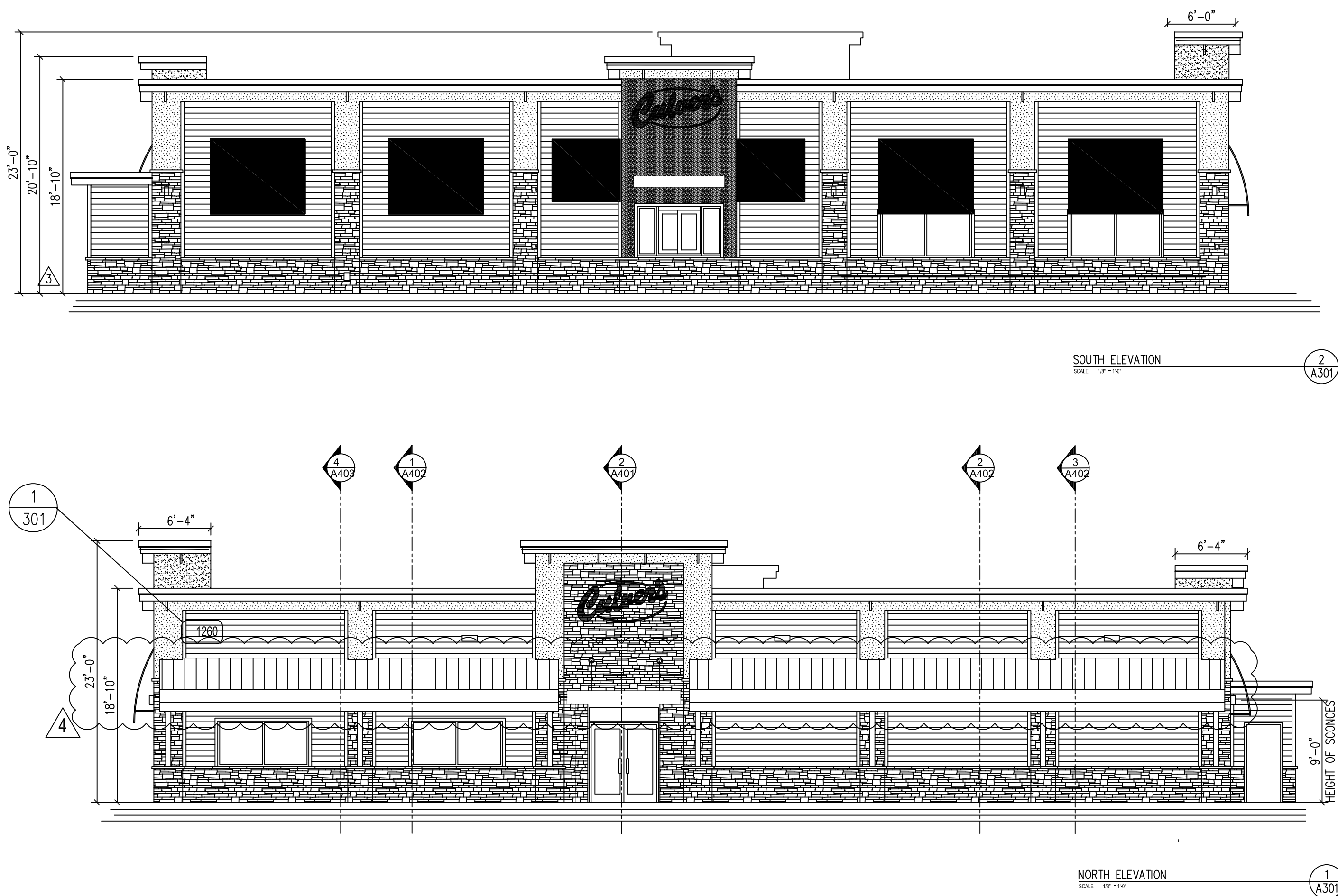
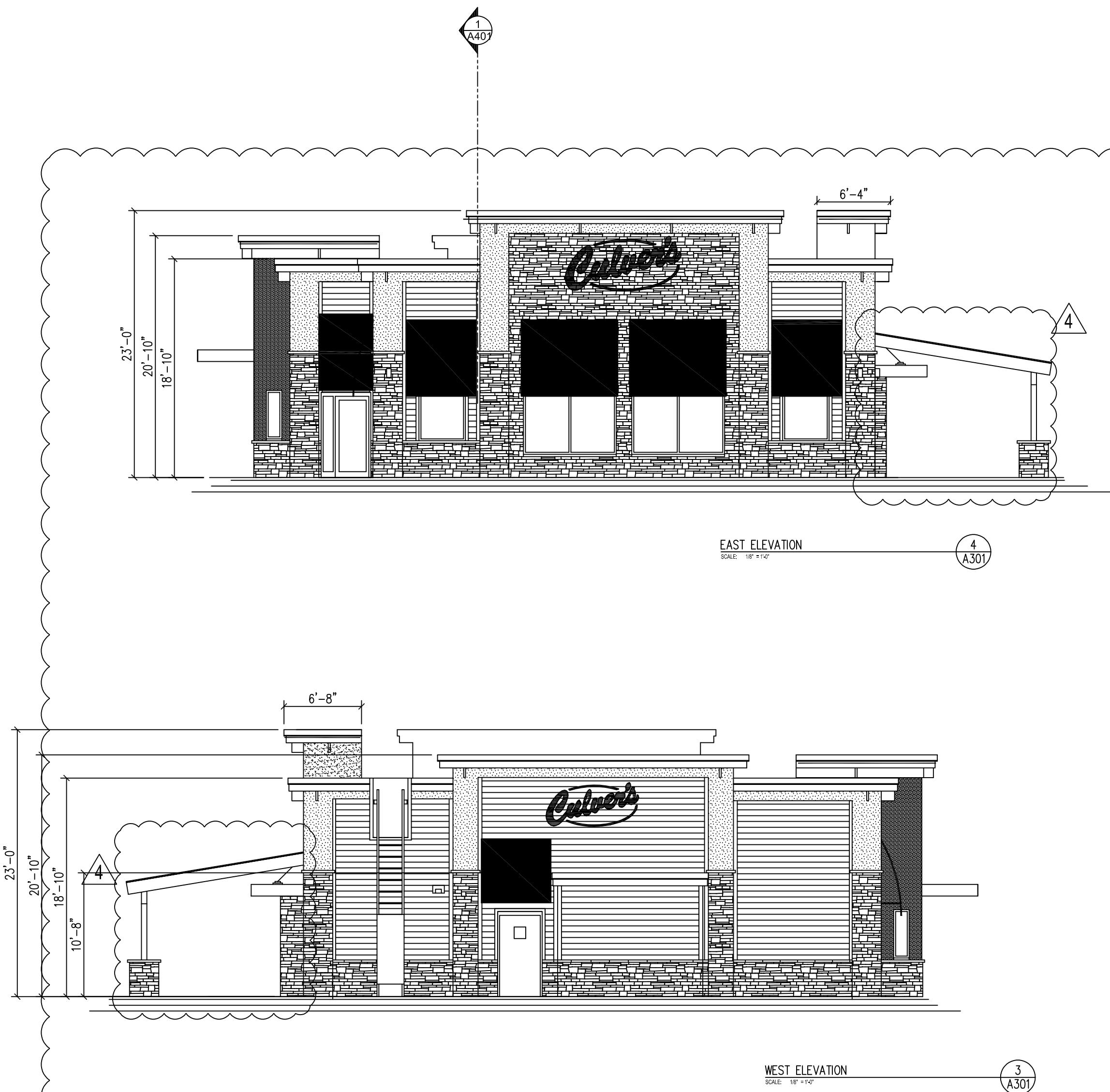
PARAPET FLASHING:
MFR: EXCEPTIONAL METALS
COLOR: HARBOR BLUE

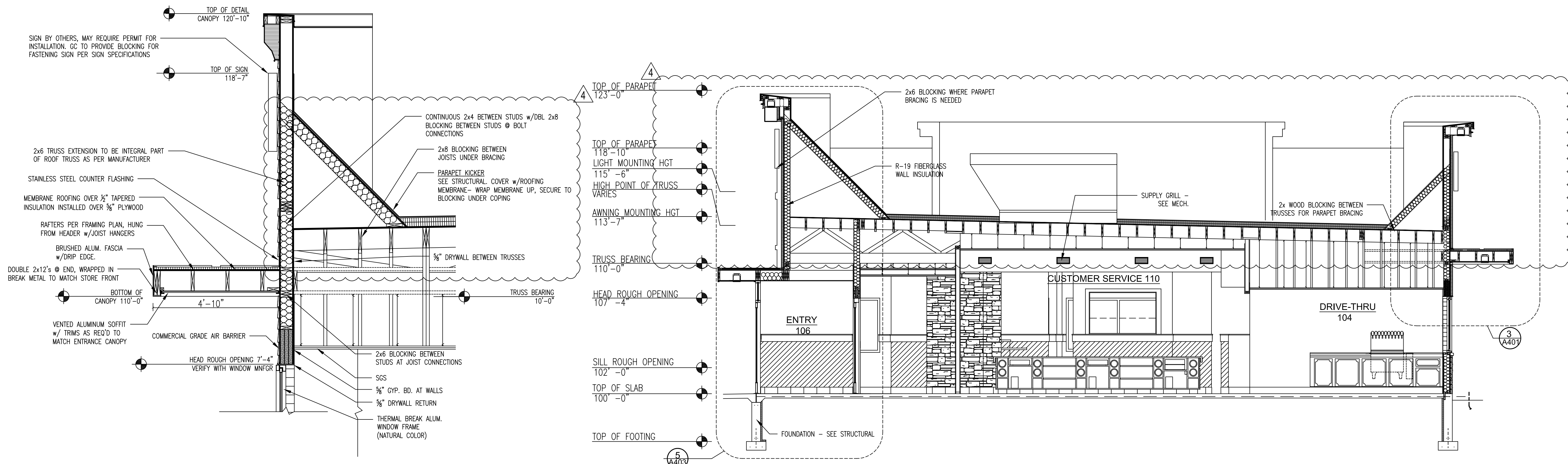
General Notes:
1. DO NOT DRYSTACK CULTURED STONE



ADDRESS SIGN

3/4" = 1'-0"



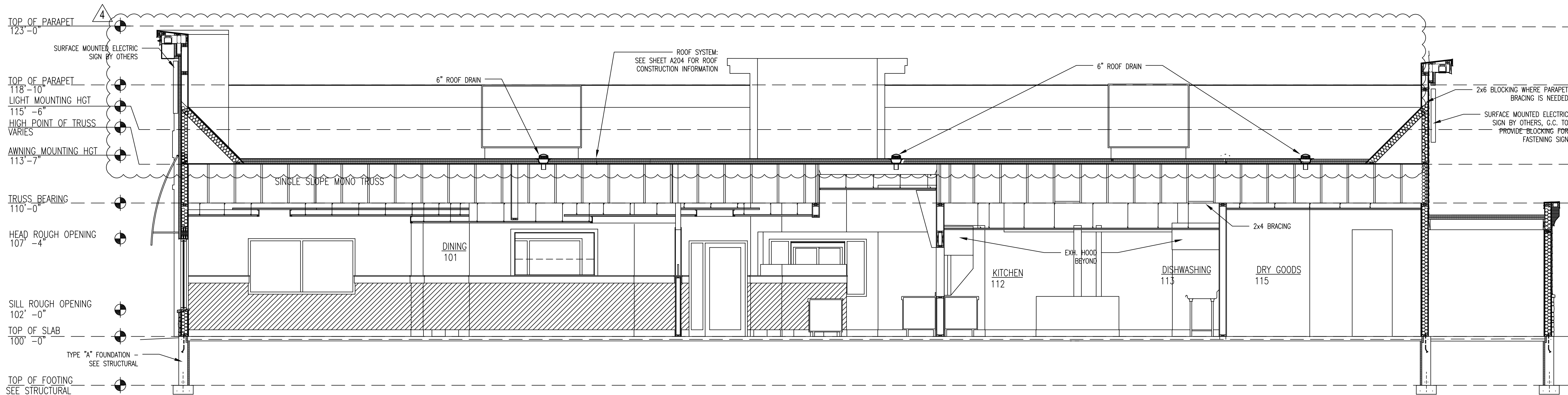


SECTION - DRIVE THRU CANOPY
SCALE: 1/2" = 1'-0"

3
A401

BUILDING SECTION
SCALE: 1/4" = 1'-0"

2
A401



BUILDING SECTION
SCALE: 1/4" = 1'-0"

1
A401



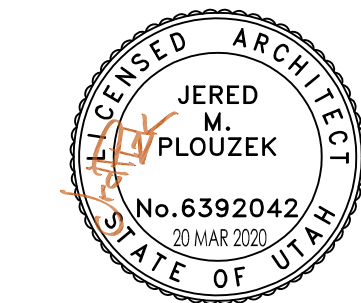
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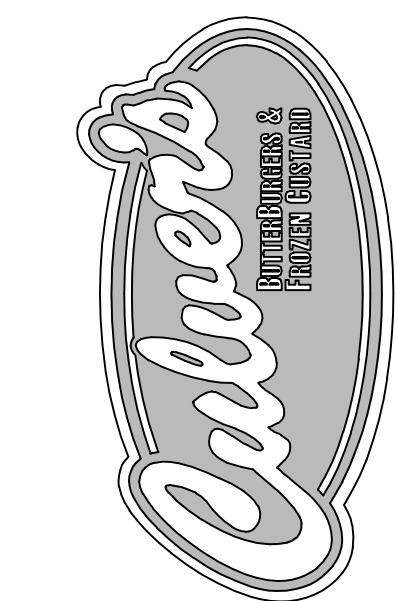
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SHEET TITLE:
BUILDING
SECTIONS

SHEET NUMBER:
A401
ARCHITECTURE



Architecture
Interior Design
Landscape Architecture
and Planning
Construction Management

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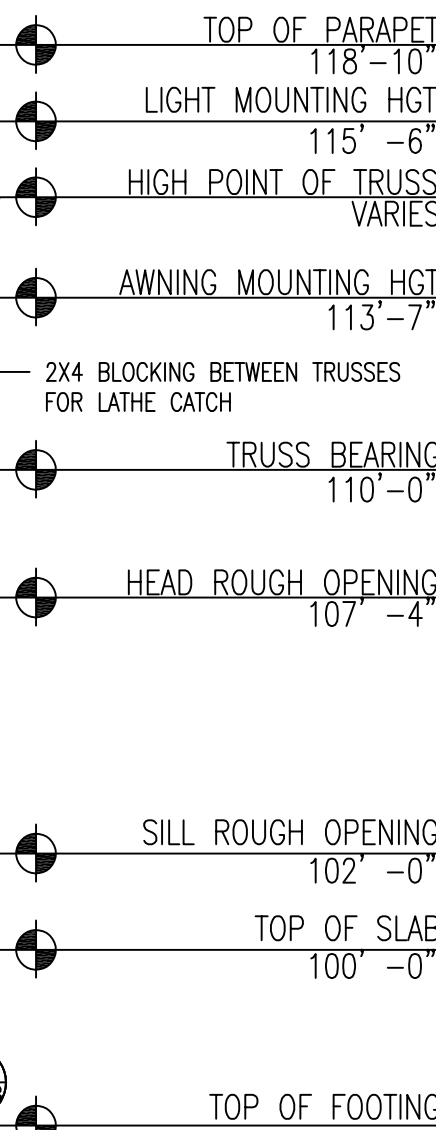
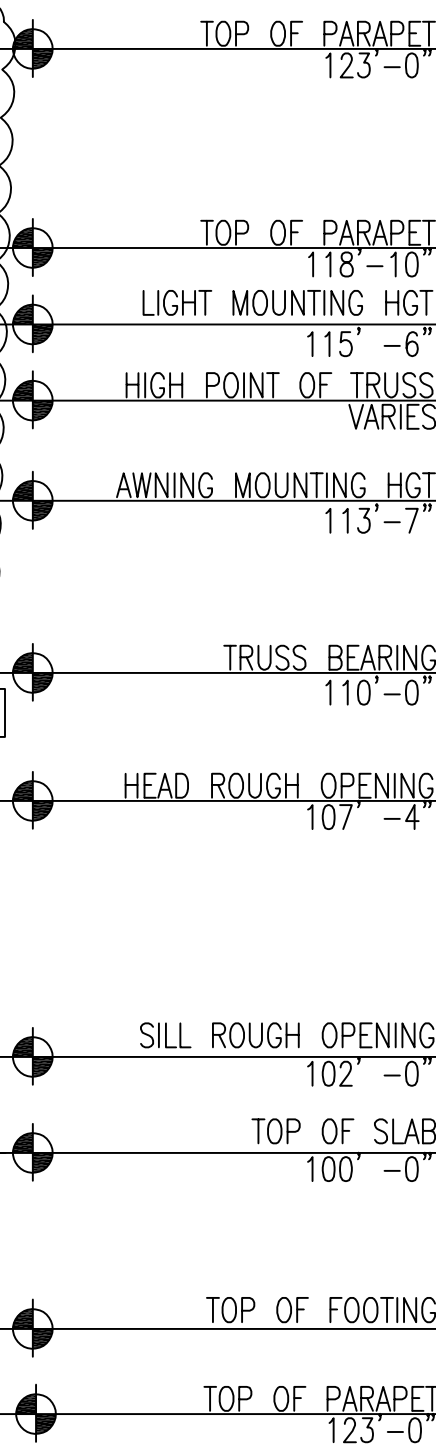
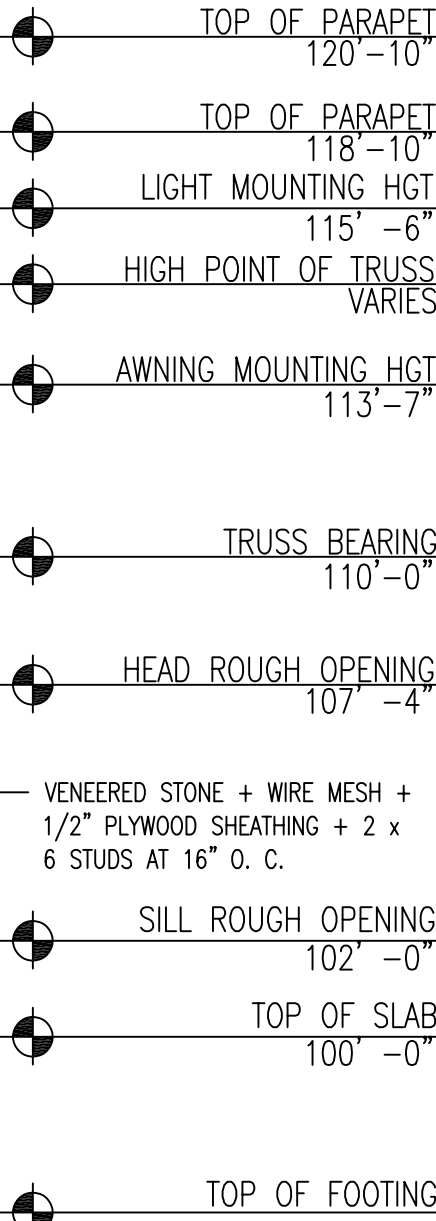


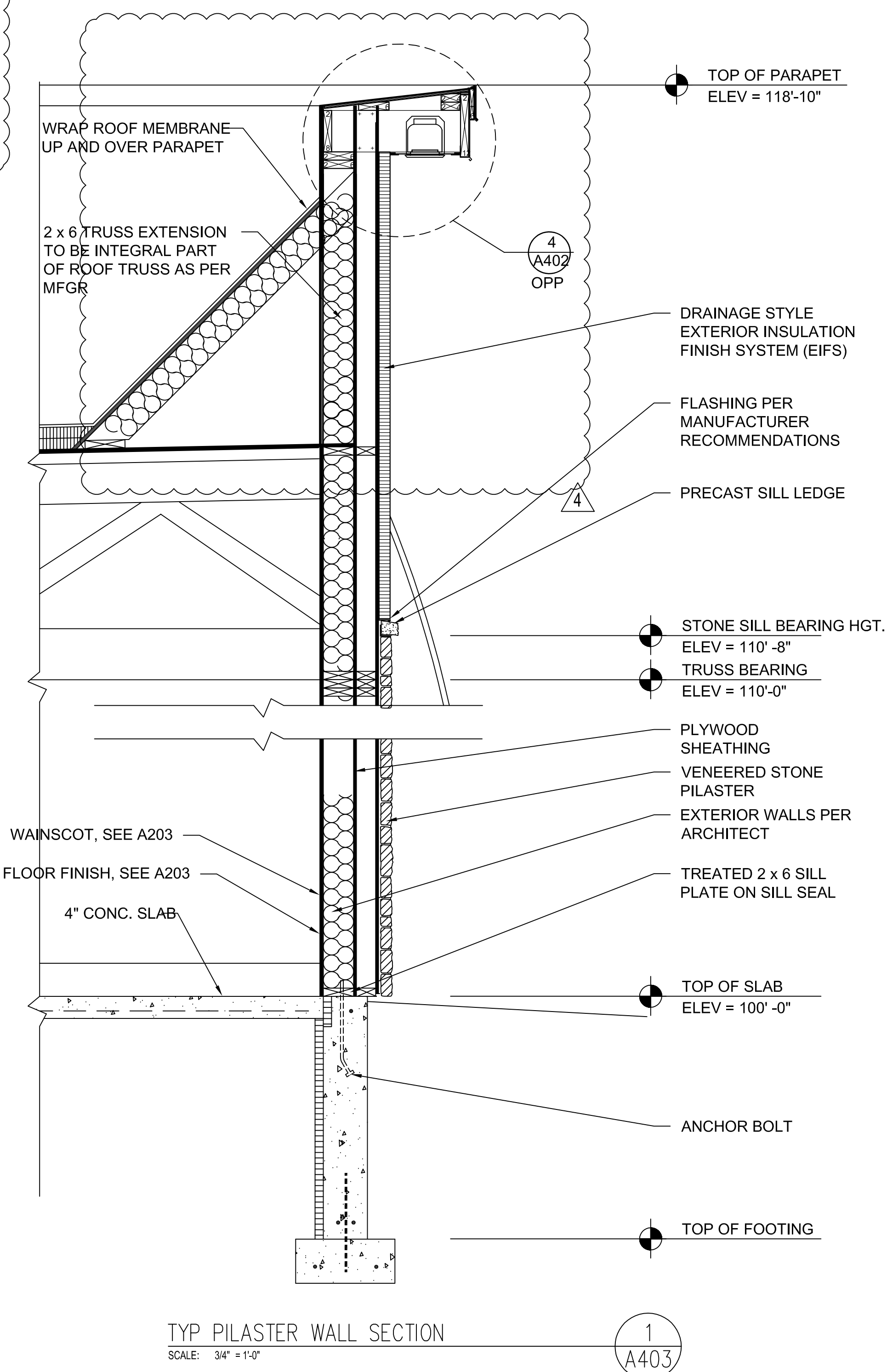
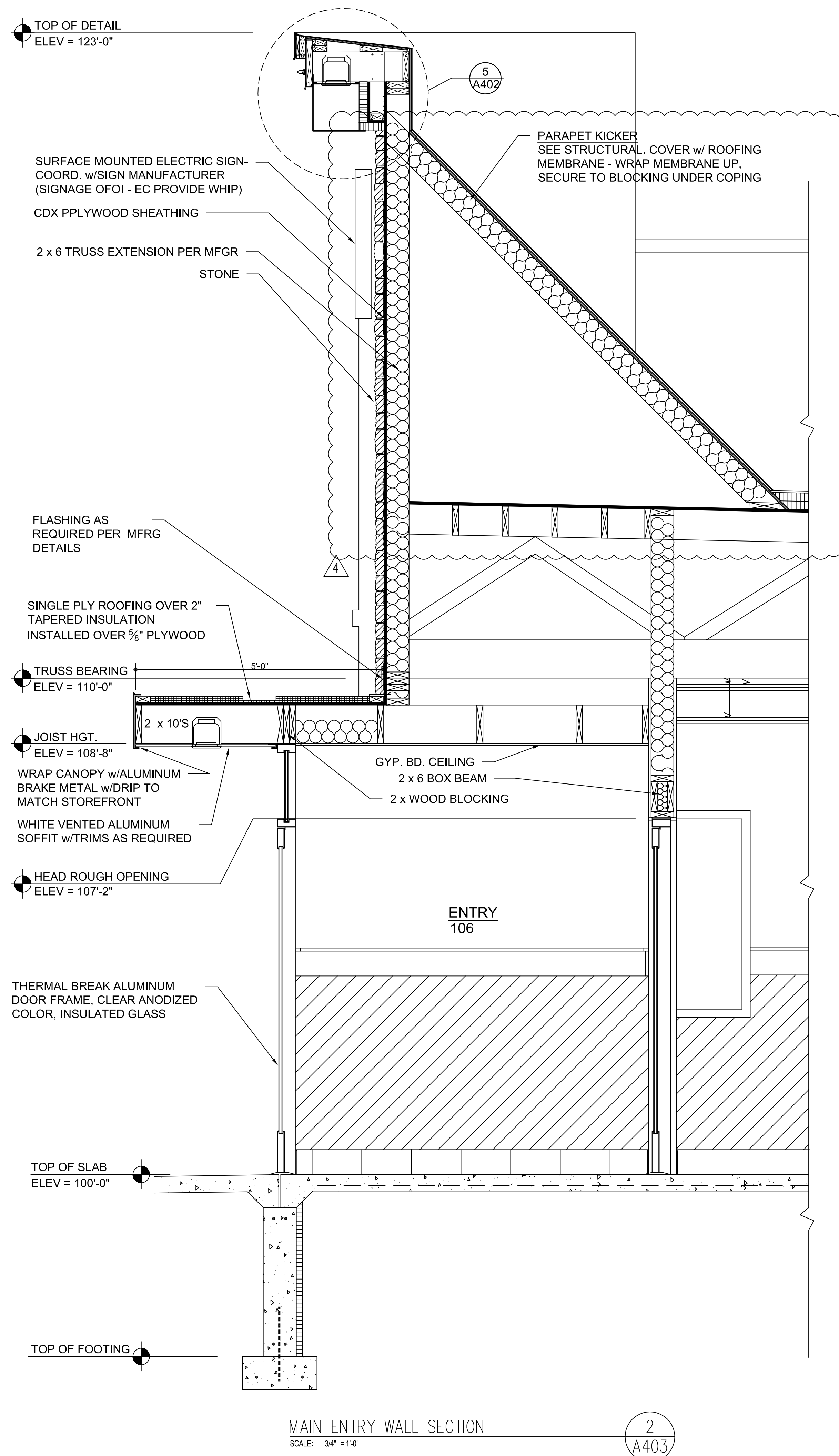
REVISIONS:	
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3	2020-07-27 CORPORATE REVIEW
4	2020-08-26 PATIO COVERING

BUILDING SECTIONS

A 402

ARCHITECTURE





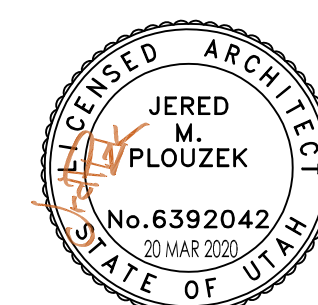
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Construction Management

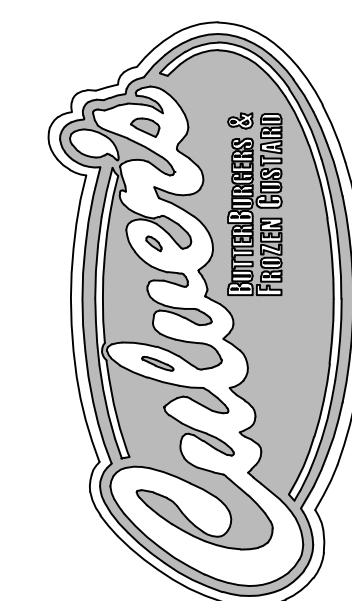
5151 South 900 East, Suite 200
Salt Lake City, UT 84117
Ph: 801.269.0055
Fax: 801.269.1425
www.thinkaec.com

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These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.



CULVER'S
1260 US 189
HEBER, UTAH

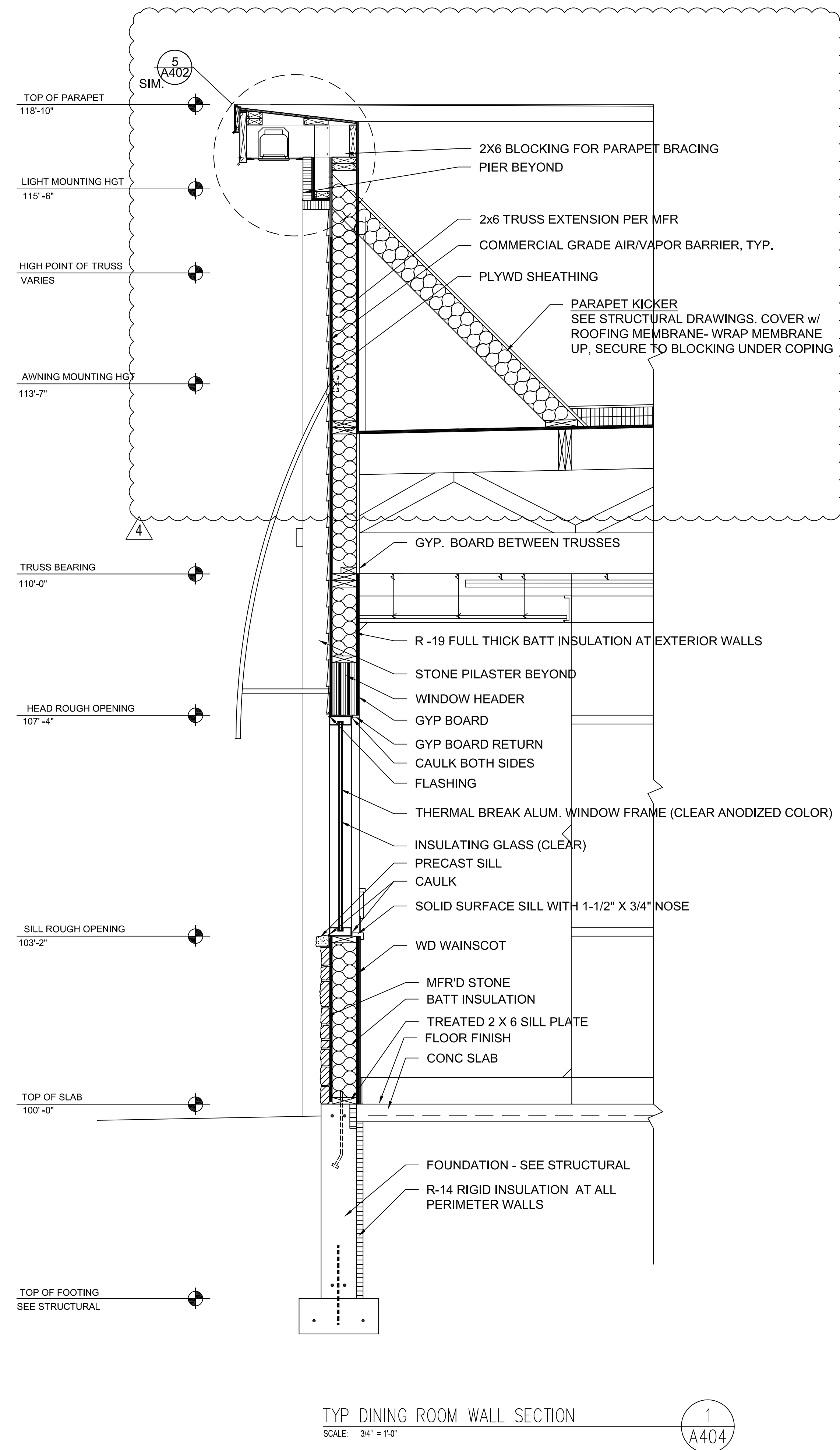
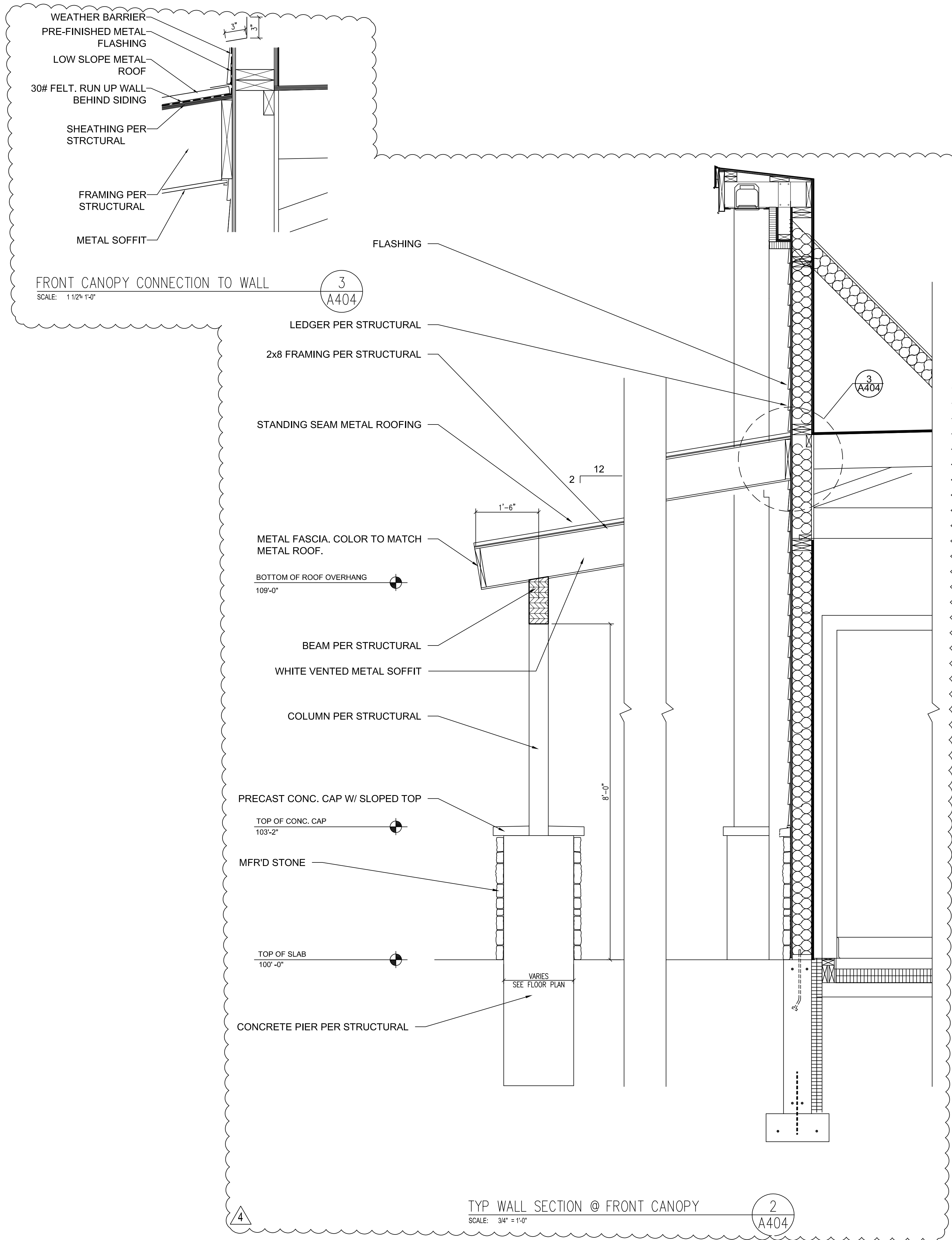


PROJECT NO. 18024
DATE: 3 JUN 2020

REVISIONS:	
1	2020-04-17 CITY REVIEW
2	2020-06-03 FIRE REVIEW
3	2020-07-27 CORPORATE REVIEW
4	2020-08-26 PATIO COVERING

SHEET TITLE:
BUILDING
SECTIONS

SHEET NUMBER:
A403
ARCHITECTURE

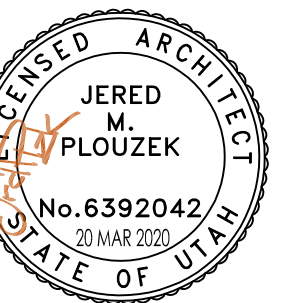


Architecture

Interior Design
Landscape Architecture
Land Planning
Construction Management

5151 South 900 East, Suite 200
Salt Lake City, UT 84117
Ph: 801.269.0055
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CULVER'S

1260 US 189
HEBER, UTAH



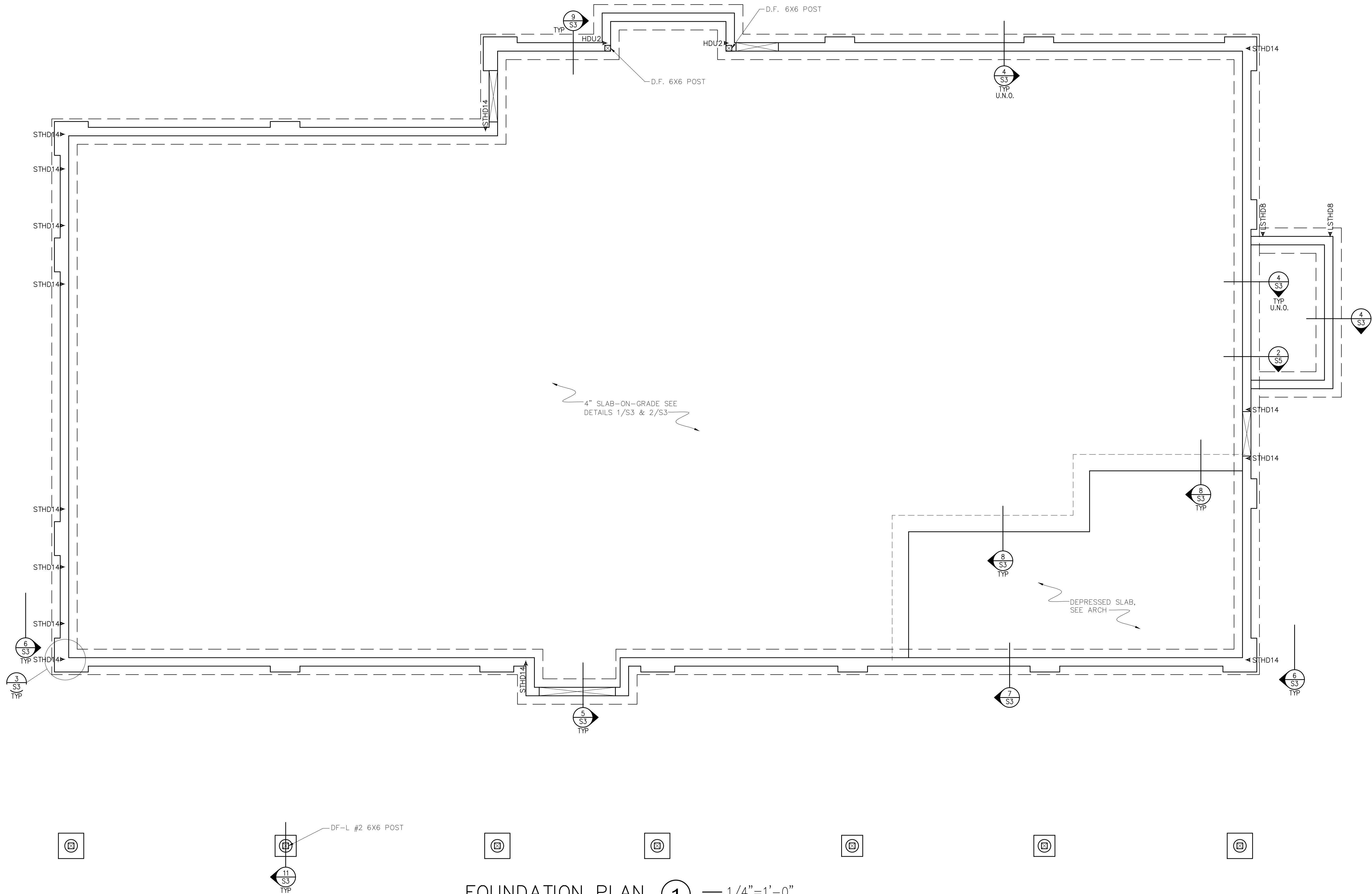
PROJECT NO. 18024
DATE: 3 JUN 2020

REVISIONS:

1	2020-04-17 CITY REVIEW
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3	2020-07-27 CORPORATE REVIEW
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SHEET TITLE:
BUILDING
SECTIONS

SHEET NUMBER:
A404
ARCHITECTURE

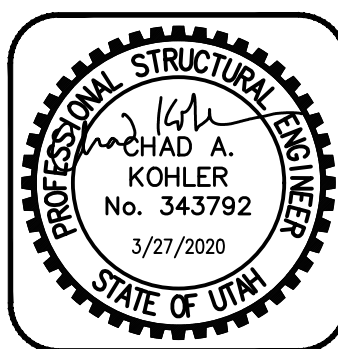


FOUNDATION PLAN 1 — 1/4"=1'-0"

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DRAWING	ISSUE	DATE	BY
1	REVIEW COMMENTS	5/7/18	OK
2	2018 CODE UPDATE	3/27/20	ES
3	CANOPY REVISIONS	9/14/20	ES
4			

PROJECT ARCHITECT	PROJECT ENGINEER
DRAWN BY	DATE
TK	3/9/18



1295 NORTH STATE STREET
OREM, UTAH 84057
PHONE: (801) 222-0922
FAX: (801) 222-0902

CKR ENGINEERS
CONSULTING STRUCTURAL ENGINEERS

PROJECT	CLIENT
CULVERS	1260 US
	HEBER, UTAH
SHEET TITLE	FOUNDATION PLAN

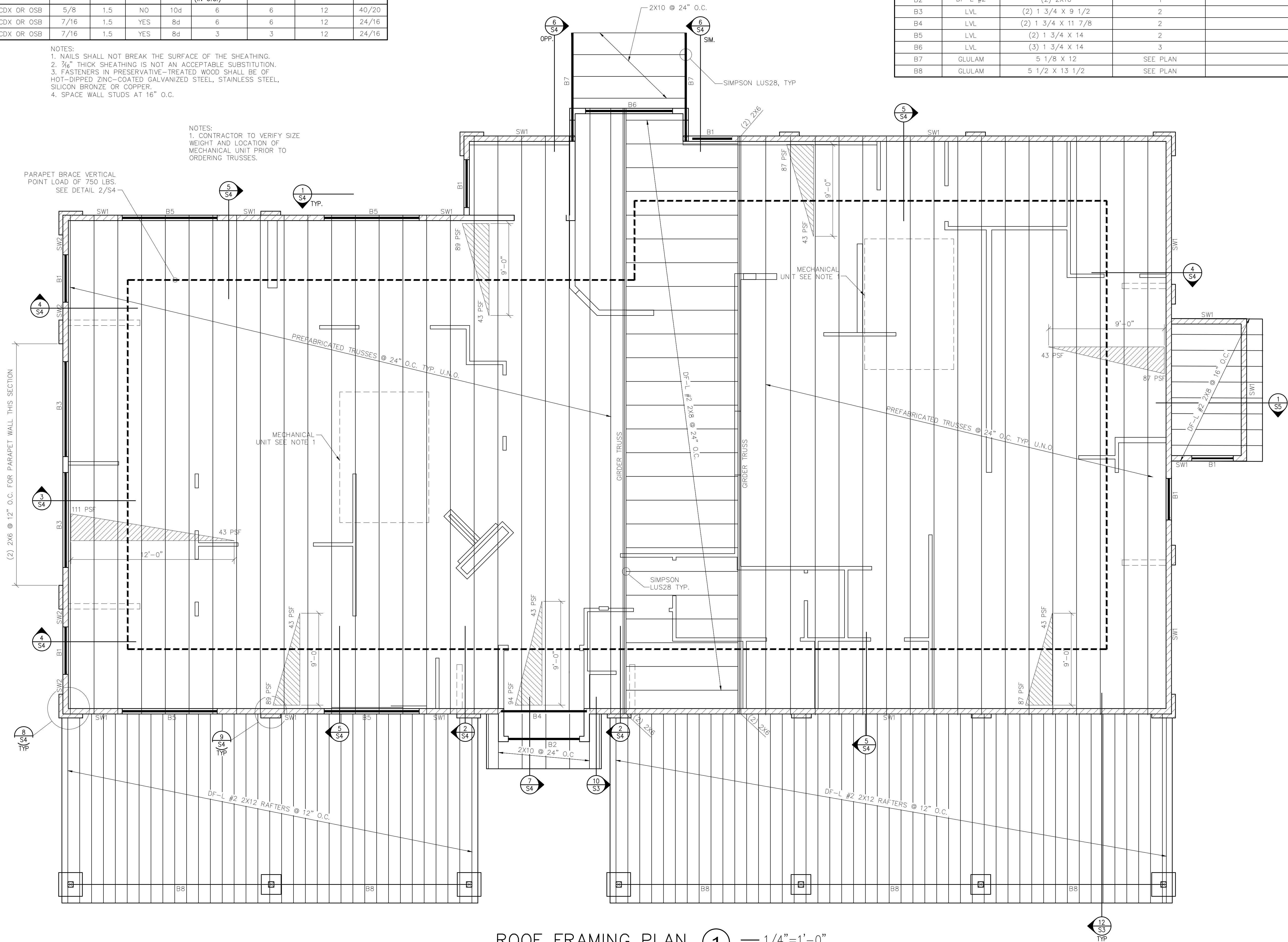
PROJECT NO.
18087

DRAWING NO.
S1

NAILING SCHEDULE										
LOCATION	NOTES	APA RATED ICBO APPROVED SHEATHING	MINIMUM NOMINAL SHEATHING THICKNESS (INCHES)	MINIMUM WIDTH OF FRAMING MEMBERS (INCHES)	BLOCKED PANEL EDGES REQUIRED	COMMON NAIL SIZE	NAIL SPACING AT PERIMETER PANEL EDGES AND DIAPHRAGM BOUNDARIES (IN O.C.)	NAIL SPACING AT OTHER PANEL EDGES (IN O.C.)	NAIL SPACING AT INTERMEDIATE FRAMING MEMBERS (IN O.C.)	MINIMUM SPAN RATING
ROOF	1,2	CDX OR OSB	5/8	1.5	NO	10d	6	6	12	40/20
SW1	1,3,4	CDX OR OSB	7/16	1.5	YES	8d	6	6	12	24/16
SW2	1,3,4	CDX OR OSB	7/16	1.5	YES	8d	3	3	12	24/16

NOTES:
1. NAILS SHALL NOT BREAK THE SURFACE OF THE SHEATHING.
2. 7/16" THICK SHEATHING IS NOT AN ACCEPTABLE SUBSTITUTION.
3. FASTENERS IN PRESERVATIVE-TREATED WOOD SHALL BE OF HOT-DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER.
4. SPACE WALL STUDS AT 16" O.C.

NOTES:
1. CONTRACTOR TO VERIFY SIZE
WEIGHT AND LOCATION OF
MECHANICAL UNIT PRIOR TO
ORDERING TRUSSES.

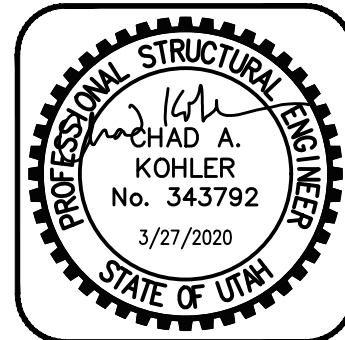


BEAM SCHEDULE				
MARK	GRADE	DESCRIPTION	TRIMMER STUDS	REMARKS
B1	DF-L #2	(2) 2X6	1	
B2	DF-L #2	(2) 2X10	1	
B3	LVL	(2) 1 3/4 X 9 1/2	2	
B4	LVL	(2) 1 3/4 X 11 7/8	2	
B5	LVL	(2) 1 3/4 X 14	2	
B6	LVL	(3) 1 3/4 X 14	3	
B7	GLULAM	5 1/8 X 12	SEE PLAN	
B8	GLULAM	5 1/2 X 13 1/2	SEE PLAN	

ROOF FRAMING PLAN 1 — 1/4"=1'-0"

DRAWING	ISSUE	DATE	BY
1	REVIEW COMMENTS	5/7/18	OK
2	2018 CODE UPDATE	3/27/20	ES
3	CANOPY REVISIONS	9/14/20	ES
4			

PROJECT ARCHITECT	PROJECT ENGINEER
DRAWN BY	DATE
TK	3/9/18

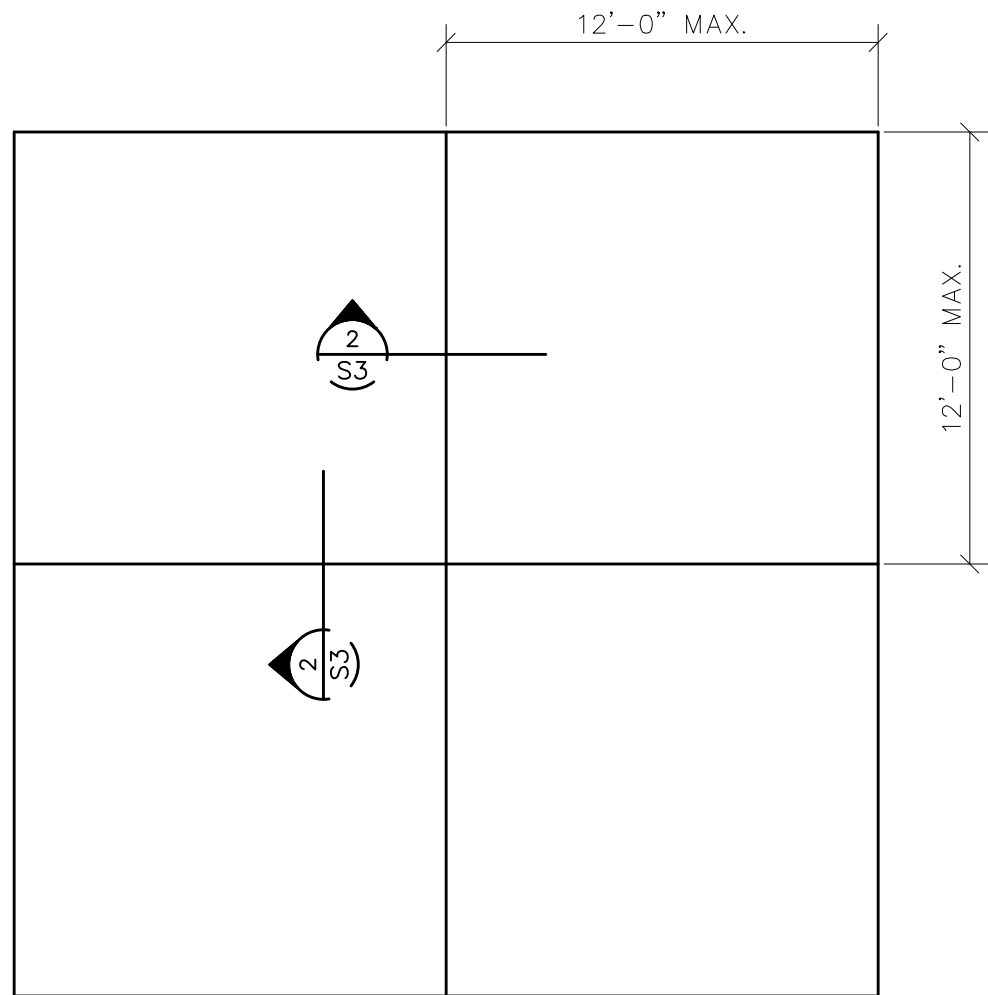


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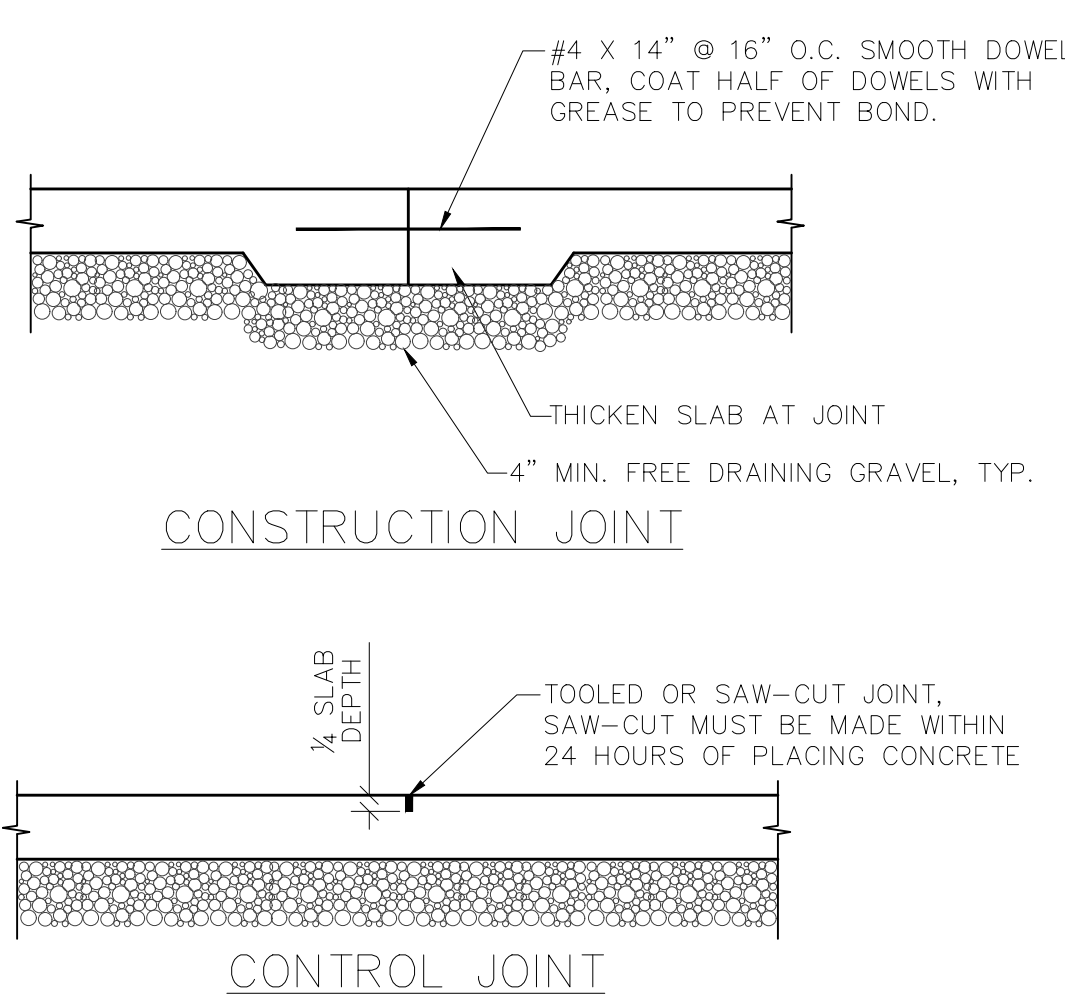
PROJECT	CULVERS
1260 US 189	HEBER, UTAH
SHEET TITLE	ROOF FRAMING PLAN

PROJECT NO.	18087
DRAWING NO.	S2



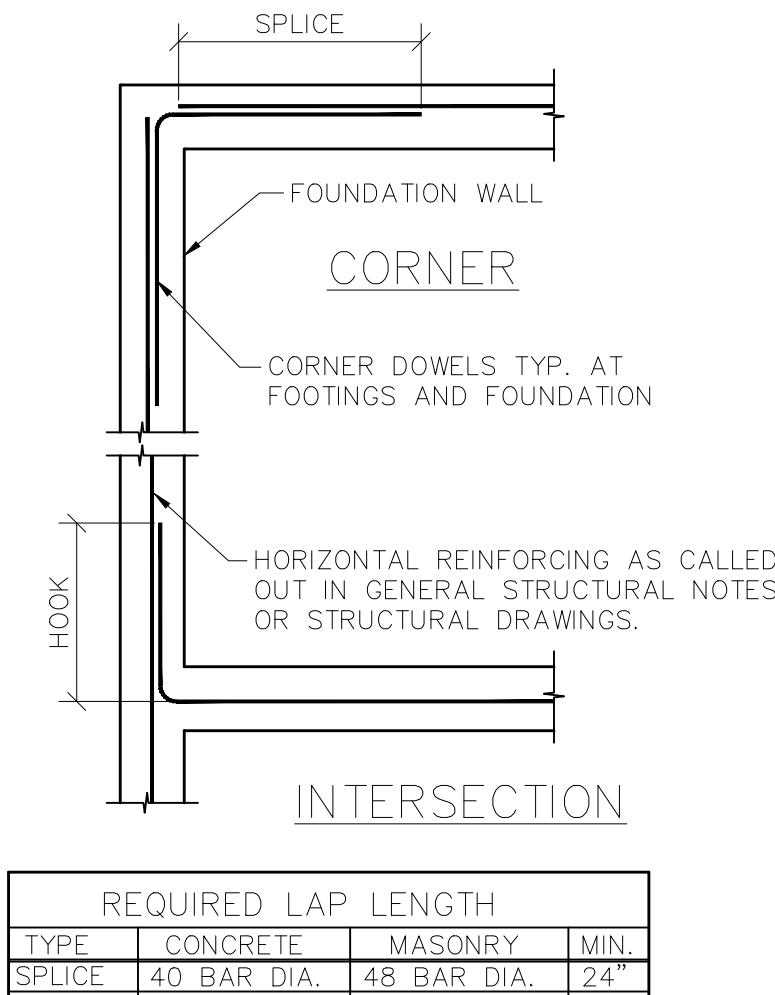
NOTE: COORDINATE JOINT LOCATIONS WITH ARCHITECT.

SLAB-ON-GRADE ① — 3/16"=1'-0"
SLG



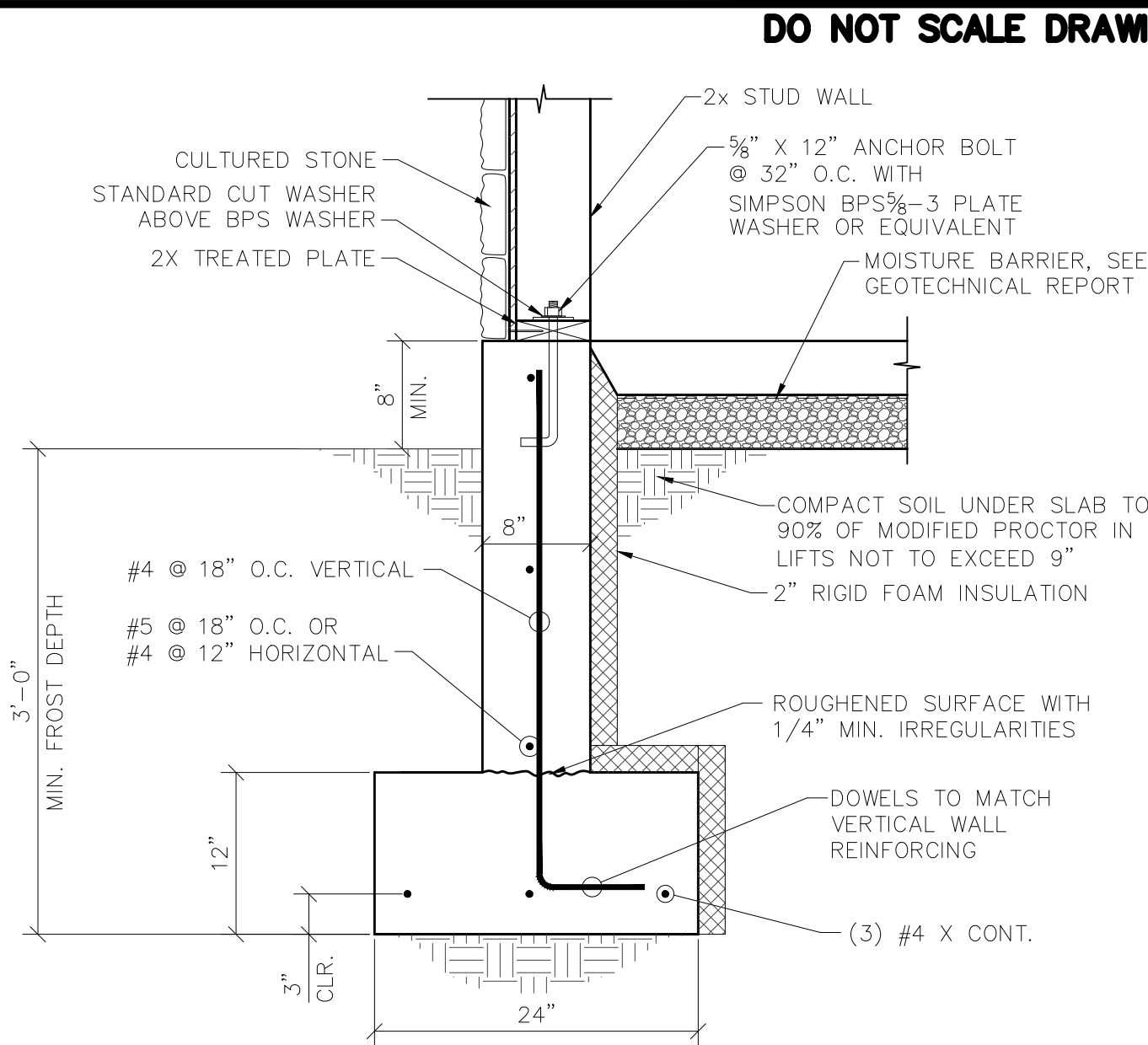
NOTE: 1. SEE GEOTECHNICAL REPORT FOR SUBGRADE TREATMENT.
2. COMPACT GRAVEL WITH VIBRATORY PLATE COMPACTOR

TYPICAL SLAB JOINTS ② — 1"=1'-0"
SLJ1

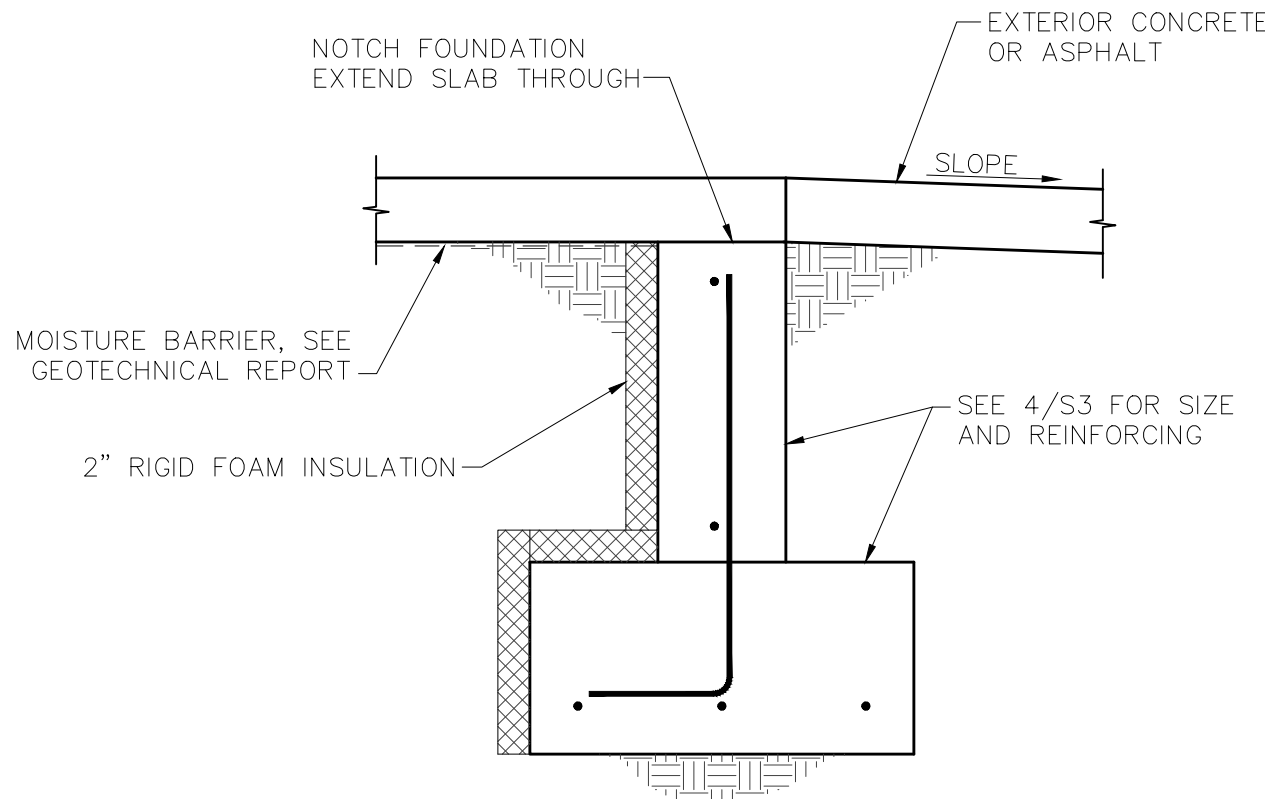


REQUIRED LAP LENGTH			
TYPE	CONCRETE	MASONRY	MIN.
SPLICE	40 BAR DIA.	48 BAR DIA.	24"
HOOK	12 BAR DIA.	20 BAR DIA.	12"

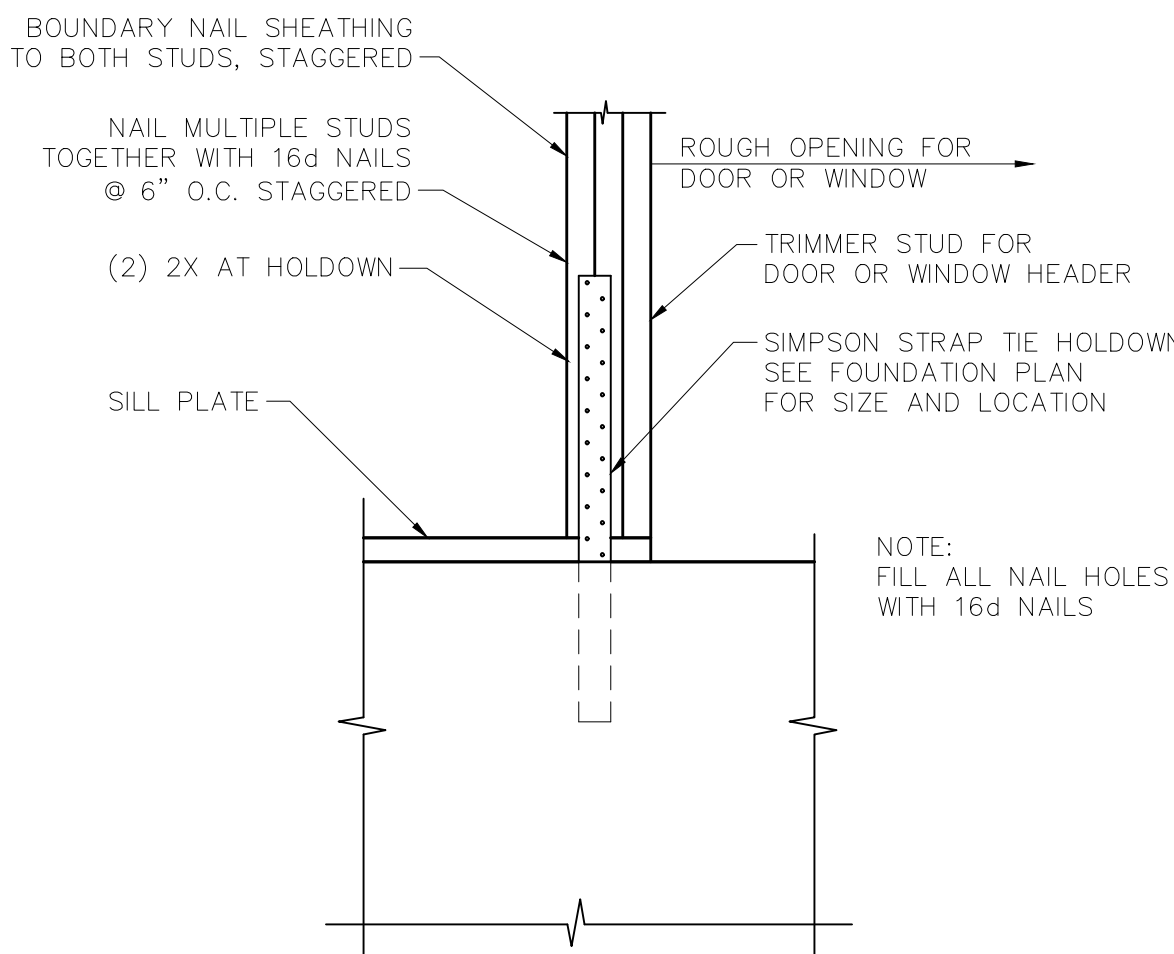
REINFORCING DETAIL ③ — 1/2"=1'-0"
FNDRSC



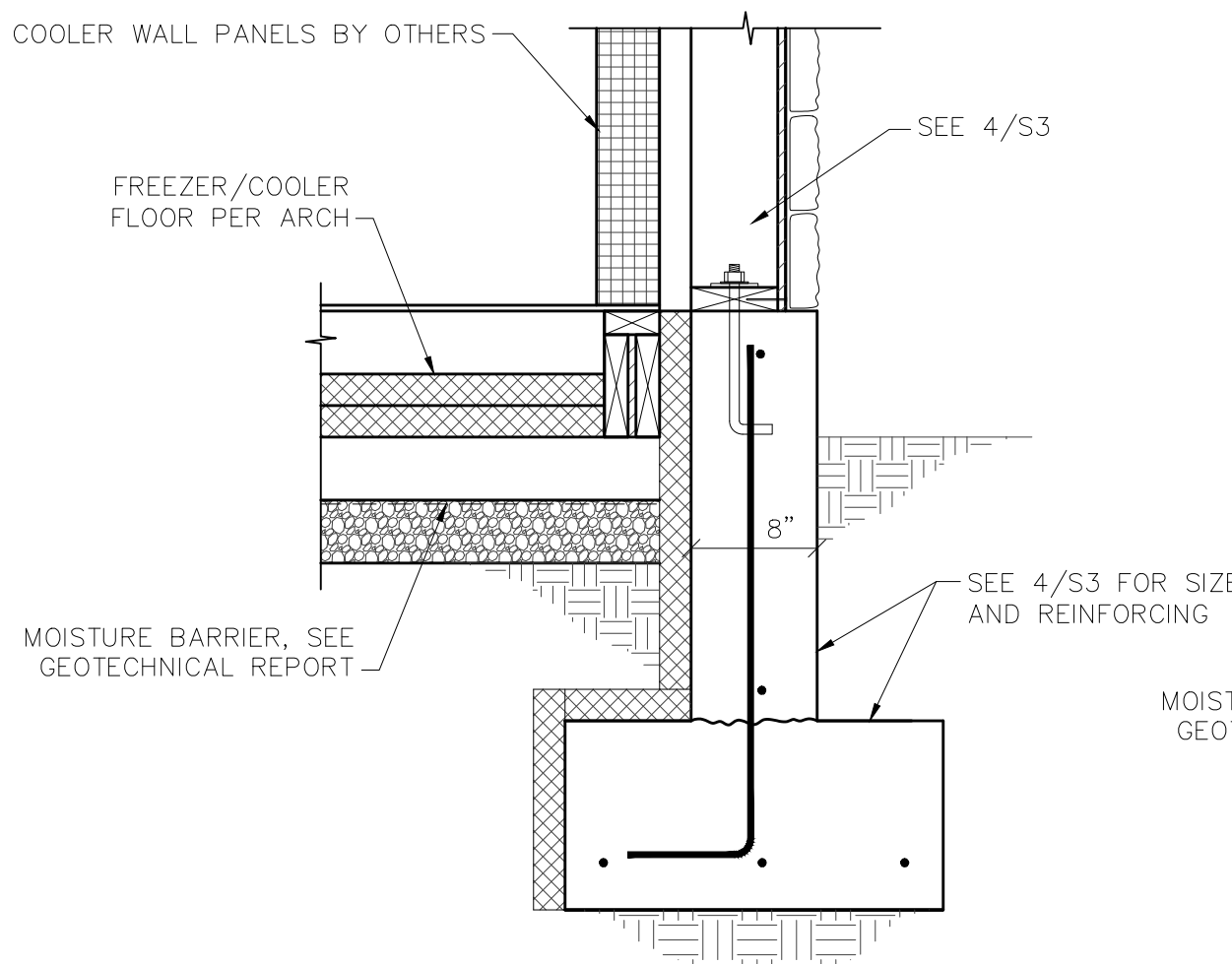
DETAIL ④ — 1"=1'-0"
FTGSS6



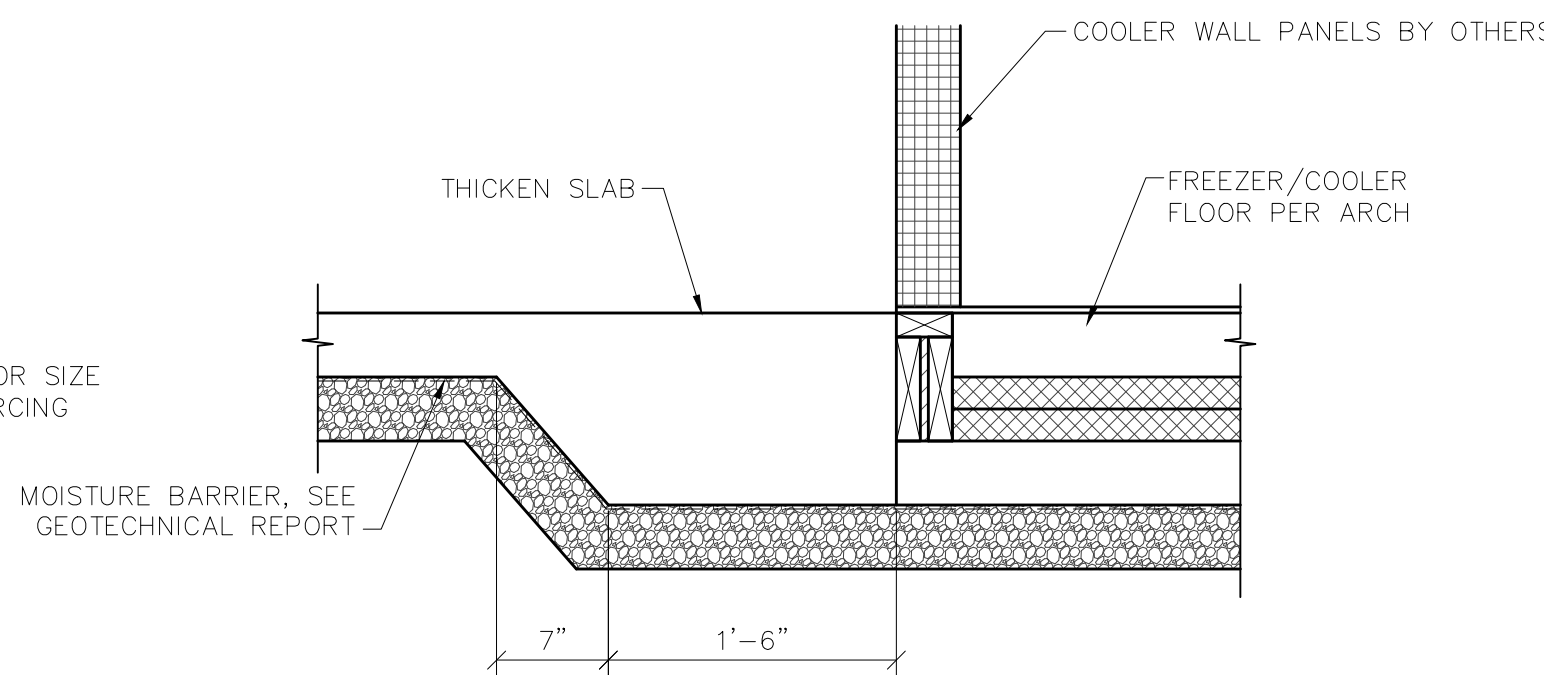
DETAIL ⑤ — 1"=1'-0"
FTGSS5



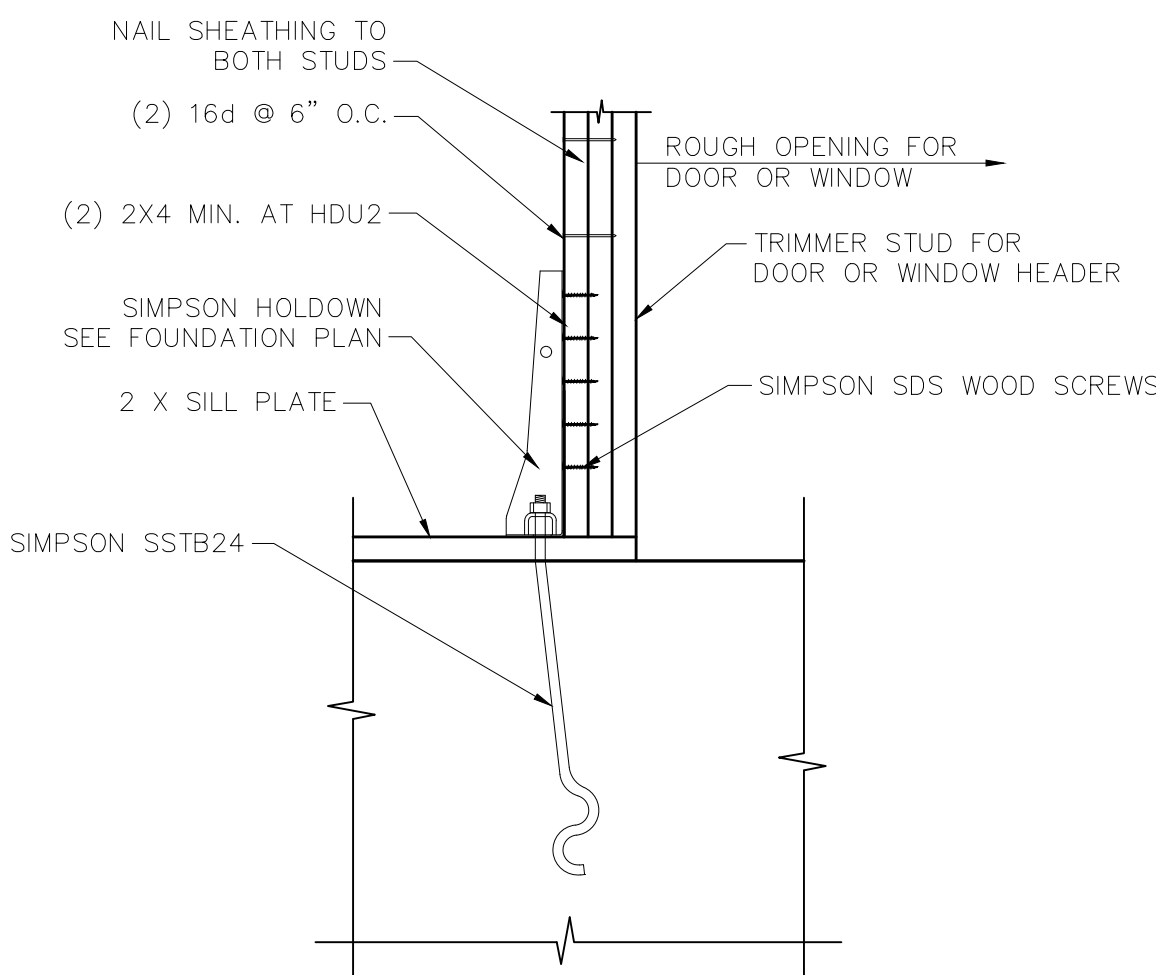
HOLDOWN DETAIL ⑥ — 1"=1'-0"
STRAP



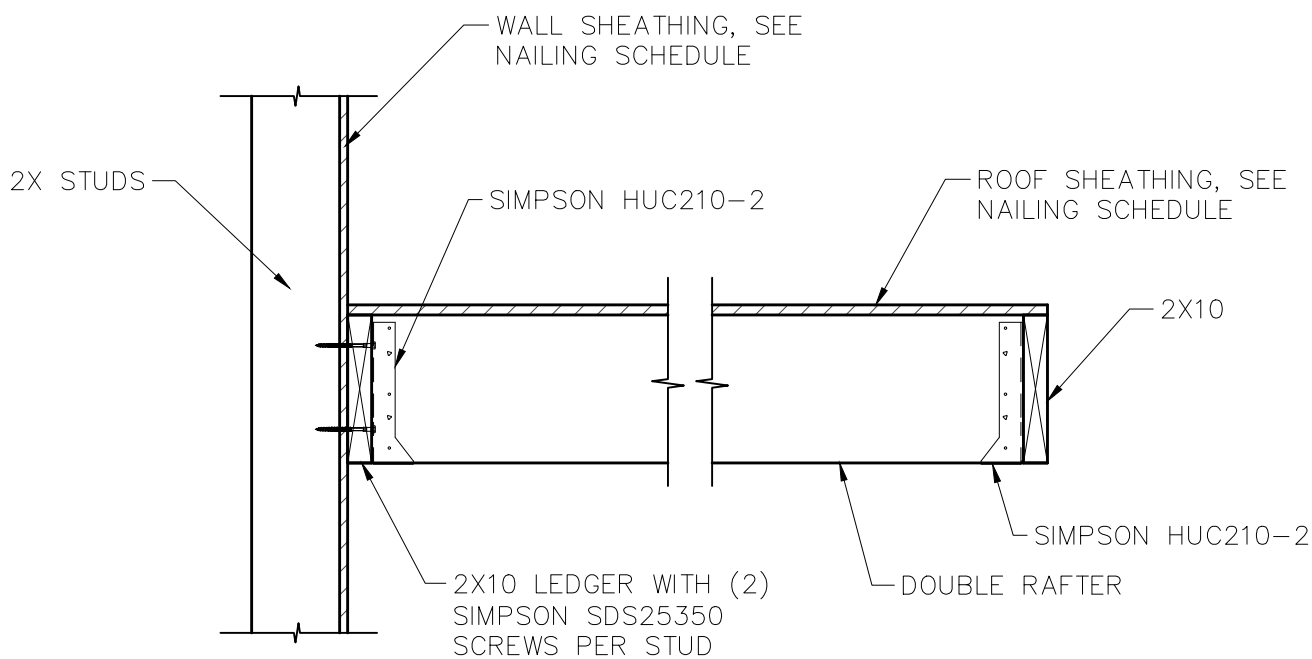
DETAIL ⑦ — 1"=1'-0"
DET1



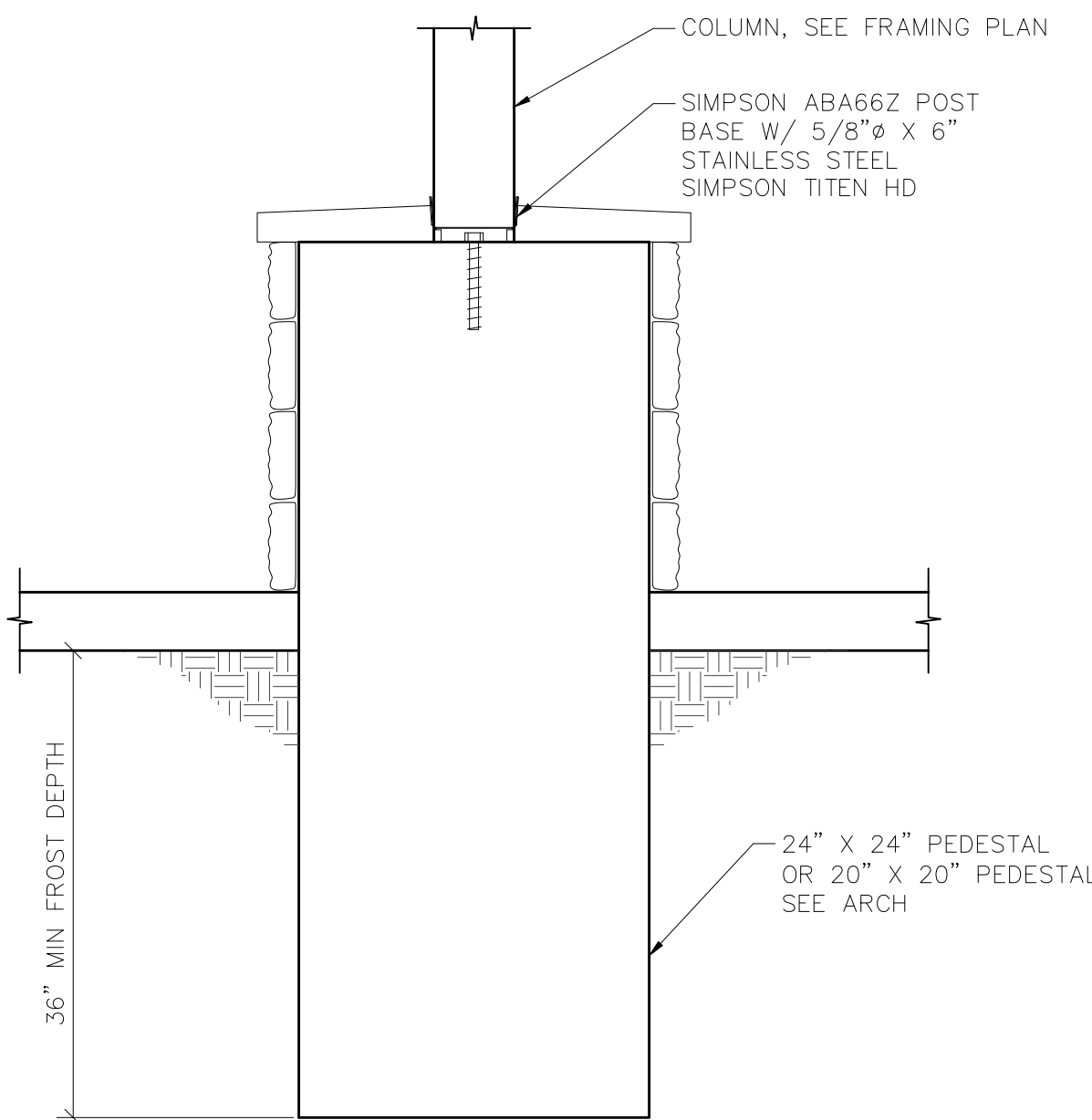
DETAIL ⑧ — 1"=1'-0"
DET2



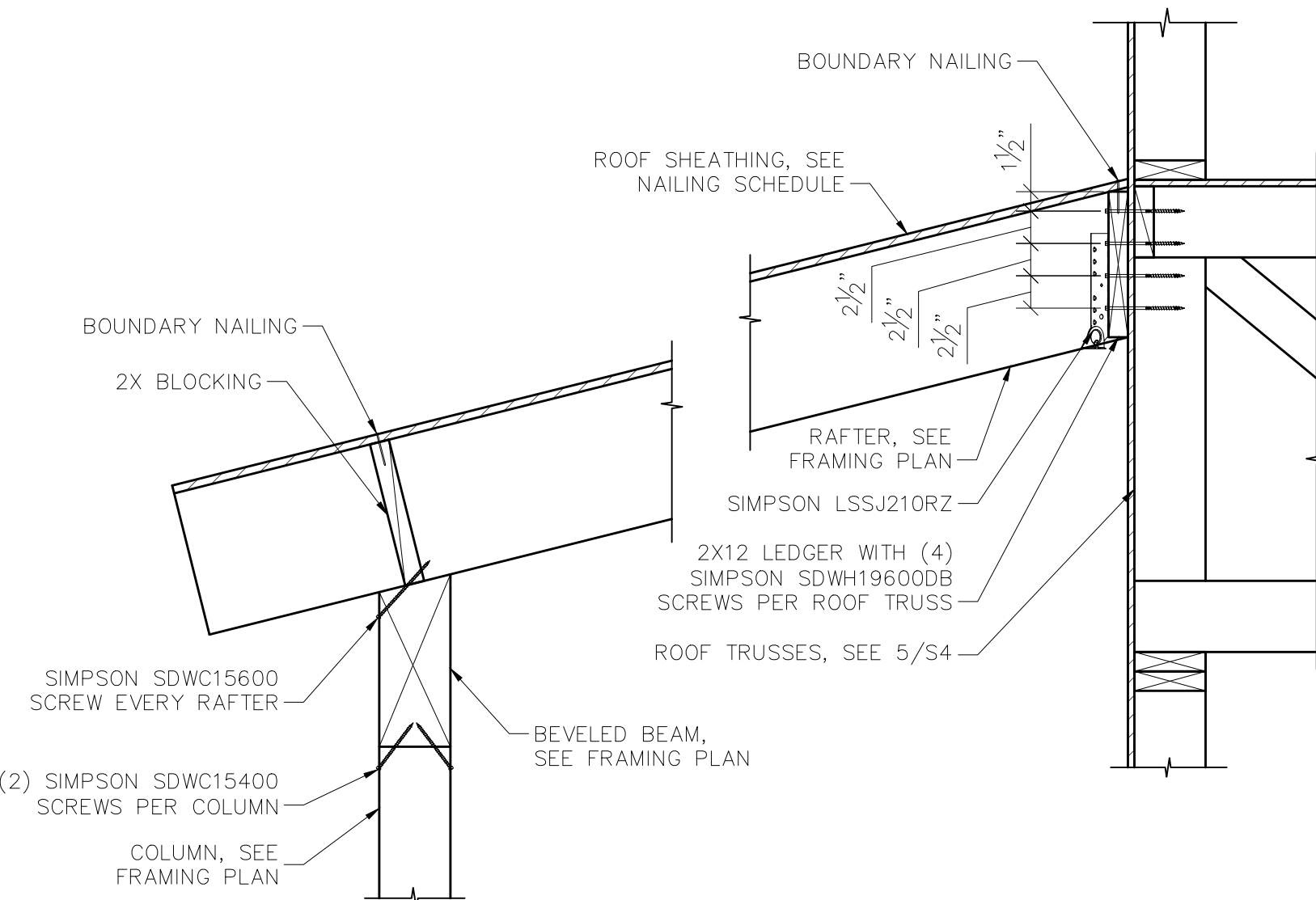
DETAIL ⑨ — 1"=1'-0"
PHD



DETAIL ⑩ — 1"=1'-0"
DET19



DETAIL ⑪ — 1"=1'-0"
DET20

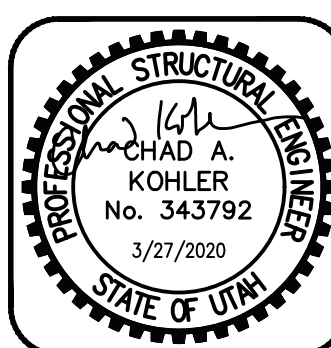


DETAIL ⑫ — 1"=1'-0"
DET21

DO NOT SCALE DRAWINGS

DRAWING	ISSUE	DATE	BY
1	REVIEW COMMENTS	5/7/18	OK
2	2018 CODE UPDATE	3/27/20	ES
3	CANOPY REVISIONS	9/14/20	ES
4			

PROJECT ARCHITECT	PROJECT ENGINEER	DRAWN BY	DATE
		TK	3/9/18



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PHONE: (801) 222-0922
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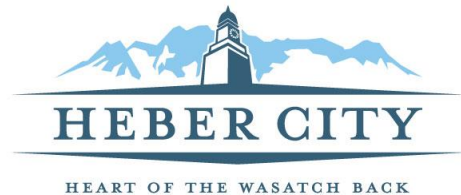


PROJECT	CULVERS	1260 US 189	HEBER, UTAH
SHEET TITLE	DETAILS		

PROJECT NO.	18087
DRAWING NO.	S3

Planning Commission

Staff Report



MEETING DATE: November 10, 2020
SUBJECT: Heber Self Storage
Commercial Concept
Extension
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning Department
STRATEGIC RELEVANCE: Community and Economic
Development

SUMMARY

Brad Kitchen is requesting an extension to the Heber Self Storage Commercial Concept plan to allow for more time to work with the City on potential alternate locations.

RECOMMENDATION

Staff recommends the Planning Commission grant the requested extension.

BACKGROUND

The Heber Self Storage development is located on the corner of 600 W and 100 S and is zoned I-1 industrial. The property has been identified by the Envision Heber 2050 General Plan as a future tourism recreation area. The City is currently working on a Community Redevelopment Agency (CRA) for the area. The Council directive and the General plan identify a different land use than the current zoning. The City is currently working with the applicant to find other potential sites for their project.

The Commercial Concept was approved by the Planning Commission on September 8, 2020. The approval will lapse on March 8, 2021. The applicant is requesting an extension to the approval to September 8, 2021 to allow more time for working with the City.

DISCUSSION

EXTENSION

The City has placed a 6 month moratorium on development approvals for this area so that the CRA can be set up. The applicants applied prior to the moratorium being in place. The applicants are requesting the extension to allow for more time for working with the City, rather than requesting final approval and moving further along the entitlement process at this time.

PROCESS

Section 17.38.010(D) indicates that Commercial Concept approval lasts for 6 months. Commercial Concept approvals may receive 1 6-month extension upon approval by the planning commission.

FISCAL IMPACT

N/A

CONCLUSION

Brad Kitchen is requesting an extension to the Heber Self Storage Commercial Concept approval to allow for more time to explore alternative sites with the City and slow down the development approval process. Staff is recommending the Planning Commission approve the extension with the following findings:

Findings

1. Section 17.38.010 allows the planning commission to grant 1 6-month extension for commercial concept approvals.
2. The approval is extended for 6 additional months, from March 8, 2021 to September 8, 2021.

ALTERNATIVES

1. Approve as proposed
2. Continue
3. Deny

POTENTIAL MOTIONS

Staff Recommended Option – Approval

I move to **approve** the Heber Self Storage Commercial Concept approval extension as presented, with the findings and conditions as presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning Department
Staff Member: Jamie Baron

EXHIBITS

1. August 4, 2020 Staff Report

Exhibit 1

August 4, 2020

Heber City Corporation
Attn: Jamie Baron
75 North Main
Heber City, Utah 84032



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING
Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

Subject: Heber Self Storage – Concept Approval

Dear Jamie:

Landmark Design has reviewed the application for Heber Self Storage – Concept Approval. The proposal is for an indoor storage facility containing the following:

- 86,900 SF storage units
- 1,100 SF office
- 10,000 SF Mechanic Shop
- 8,000 SF Flex Space.

The project is permitted per the current I-1 Industrial Zone.

Building gross square footage is 186,000 SF. Open space comprises 119,000 SF (64% of the 4.28 acre site, with landscaping covering 20% of the site. The project includes 15 parking spaces, which is based on one space for every two employees according to the I-1 zones requirements.

The project was presented to the DRC on July 9, 2020, at which time it was determined that the project meets the general requirements for Concept approval. It was noted that before the project could be considered for Final approval by the Planning Commission Final Approval, the following conditions must be met:

- 1) Verification of railroad easement along 600 West and show on site plan.
- 2) Consider moving driveway on 600 West.
- 3) Provide detailed site plan with square footage and use calculations, parking, storm drainage, utilities, building location, landscaping and other code requirements.
- 4) Sidewalk required along 600 West.
- 5) 600 West cross section calls for angled parking. 44-feet of existing asphalt should likely be widened to 60+ feet of asphalt (not indicated - staff requests input and direction from Planning Commission on this issue.
- 6) Confirmation that fire hydrants need to be installed (likely needs two hydrants, as per fire department.
- 7) Properties to be combined before building permit provided to ensure property lines do not extend under the buildings.
- 8) Above ground power lines need to be abandoned.
- 9) Provide street lights.
- 10) Provide full lighting plan with photometric for approval. Heber City requires full dark sky compliance as per Section 18.78 of City Code I.
- 11) Provide percolation test.

Staff recommends that Heber Self Storage be approved by the Planning Commission with the following findings and conditions:

Findings

1. With conditions, the application Complies with the Development Code.
2. The application is consistent with the General Plan.

Conditions:

1. All requirements of the City Engineer and Fire Department shall be met.
2. Above ground power lines need to be abandoned.
3. All other Code Requirements shall be met.
4. Any other conditions or changes as articulated by the Planning Commission.

POTENTIAL MOTIONS

1. Approve
2. Continue
3. Deny

Staff Recommended Option – Approval with Conditions

Please call our office with any questions or concerns regarding this project.

Sincerely



Mark Vlasic, PLA, ASLA, AICP
Principal and President
Landmark Design
850 South 400 West #104
Salt Lake City, Utah 84101

cc: file
Tony Kohler, Heber Planning Department

POTENTIAL MOTIONS

Staff Recommended Option – Approval

I move to **approve Heber Self Storage** with the Findings and Conditions in the conclusions of the Staff Report. as follows:

Alternative 2 – Continuance

I move to **continue Heber Self Storage** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 3 – DENIAL

I move to **deny Heber Self Storage** with the following findings.

ACCOUNTABILITY

Department:
Staff Member:

Planning Department
Tony Kohler

EXHIBITS

1. Planning Review Checklist
2. Proposed Plans and other documentation

Exhibit 1

Planning Review Checklist

Project Name: Heber Self Storage
Project Type: Commercial Storage Facility
Date Received: June 18, 2020
Date Reviewed: July 9, 2020
Planning Commission Date: August 11, 2020, 2020
City Council Date: TBD
Owner: Stephen Kitchen
Applicant: Heber Self Storage
Developer: Heber Self Storage
Location: 100 S 600 W
Parcel(s): 4.28 Acres
Zone: I-1 Industrial Zone
General Plan Designation: Highway Commercial
Current Use: Vacant
Adjacent Uses: Standard True Value Hardware (Commercial) to the west, vacant to the south, Residential /On the Fringe Salon and Spa (Commercial) to the east (opposite side of 600 West on south side of intersection), Bank of Utah (Commercial) to the north
Land Use Authority: Planning Commission
Action Type: Administrative
Planner: Mark Vlasic, Landmark Design
Tony Kohler, Planner

General Review

Previous Meetings: DRC July 9, 2020

Previous Approvals: Not known

Process: (1) Planning Commission Concept Approval - Scheduled for August 11, 2020; (2) Staff reports due August 6, 2020; (3) Planning Commission Final Approval; (4) Building Permit

Staff Finding: TBD

Community Review:

General Plan: Heber City Envision 2050 (Adopted 2020)

Location and general type of development generally supported in General Plan maps, text and policies. Commercial use that supports transition between tourism recreational, large lot residential and historic core developments. Project is located on outskirts of envisioned Jordanelle Town Center.

Code Review

18.44.010 Objectives -- Characteristics

1. The I-I industrial zone has been established for the primary purpose of providing a location where manufacturing, processing, warehousing and fabrication of goods and material can

be carried on most appropriately and with minimum conflict or deleterious effects upon surrounding properties. Other objectives in establishing the zone are to promote the economic well-being of the people and to broaden the tax base.

2. This zone is characterized by a mixture of industrial, manufacturing and processing establishments with intermittent open land that is served by streets, power, water and other utilities and facilities or where such facilities can be readily provided.
3. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the I-I industrial zone.

18.44.020 Permitted Primary Uses

The following buildings, structures and uses of land shall be permitted in the I-1 Industrial Zone upon compliance with requirements as set forth in this Section:

1. Accessory buildings and parking lots incidental and accessory to other permitted uses;
2. Agriculture, farm machinery storage sheds, vegetable and fruit packing and processing plants, and livestock raising;
3. Airport and associated activities;
4. Earthmoving and equipment storage, gas and oil storage facilities, public buildings and public utility buildings, craft shops, and accessory signs;
5. Fences, walls and hedges;
6. Manufacturing, compounding, processing, packaging, fabrication and warehousing of goods and materials, except the processing of animal byproducts and livestock feed yards, and except steel manufacturing plants, oil refineries, wallboard manufacturing and similar establishments which emit offensive fumes, smoke, noise, dust, odor, etc.;
7. Retail commercial uses and cafes; however, no retail commercial transaction nor business may be conducted within a storage shed.
8. Scenic railroads and railroad maintenance yards;
9. Water wells, utility transmission lines, dams, pumping plants, power plants, sewage treatment plants subject to review and approval of the State Division of Health;
10. Commercial storage sheds; however, no commercial transaction nor business may be conducted within any storage shed.
11. Other uses ruled by the Board of Adjustment to be similar to uses specifically permitted in the zone and which will harmonize with the objectives and characteristics of the I-1 Industrial Zone.

18.44.025 Permitted Secondary Uses

The following buildings, structures and uses of land shall be permitted in the I-1 Industrial Zone upon compliance with requirements as set forth in this Section. Secondary uses must accompany a primary use on the same lot or within the same building. The existence of secondary uses shall not limit the operation or extent of permitted primary uses within the I-1 Zone.

1. An Accessory Apartment for the use of employees only. Such apartment shall be for temporary use such as inclement weather or late working situations. The apartment shall not be used as a rental or for long-term use for employees, owners, or anyone else.
2. Nursery, day care, or preschools in support of a primary activity.
3. Public Facilities for Special Events. Public Facilities for Special Events is defined as follows: A parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.

18.44.030 Area Requirements

1. There is no minimum lot area requirement and no maximum building size in the I-1 Industrial Zone.
2. Each project approved under this section must be fully located within the I-1 industrial Zone.
3. Limitations of Buildings Used for Retail Business.
 1. Findings. The Heber City Council makes the following findings:
 1. One main intention of the Heber City Council in limiting the gross floor area of buildings used for retail business is to incorporate those goals and directives of the Heber City General Plan, including but not limited to those specific directives and provisions which identify the importance of and intentions surrounding the City center addressed in said General Plan.
 2. The Heber City Council adopted the Heber City General Plan to guide and direct future development and land use decisions in Heber City.
 3. The Heber City General Plan evidences the community's goals and objectives for the future of Heber City, and identifies the old town as the heart of the community, and makes the development and preservation of the City center critical to the General Plan's vision for Heber City's future.
 4. The Heber City General Plan contemplates building on Heber's strengths from the inside out, by focusing on the City center including the existing central business district.
 2. Gross Floor Limitation, I-1 Zone.

Retail establishments shall not exceed 60,000 square feet of gross floor area within the I-1 Zone. No retail establishment shall be permitted to place any one building or any combination of buildings that exceed 60,000 square feet within said Zone. In no event shall any retail establishment, corporation, business, or entity have one or more buildings within less than 1,000 feet of each other, wherein the building or buildings would exceed a total of 60,000 square feet. Attempts to circumvent or exceed this maximum 60,000 square feet shall be strictly prohibited.
 3. Definitions. The following definitions shall apply to this Section, 18.44.030:
 1. "Retail Establishments" means retail business or businesses, conducted in two or more buildings, where the retail business or businesses:
 1. are engaged in the selling of similar or related goods, wares or merchandise, and operate under common ownership or management, or
 2. share check stands, storage facilities, a warehouse, or a distribution facility, or
 3. otherwise operate as associated, integrated or co-operative business enterprises under common ownership or management.
 2. "Combination of Buildings" means two or more buildings that are within 1,000 feet of each other as measured from the outside exterior walls of two of the buildings.
 3. "Common Ownership or Management" means owned, leased, possessed, managed or otherwise controlled, in any manner, directly or indirectly,
 1. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or
 2. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies) with respect to the retail businesses, or where the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies).
 4. "Gross Floor Area" shall mean the sum of:

1. the total horizontal area, in square feet, of all floors of a building, as measured at outside the exterior walls and including all interior courtyards, and
2. the total horizontal area, in square feet, of all portions of the site outside of the exterior walls of buildings used for the display, storage, or sale of any goods, wares or merchandise. For the purpose of this section an interior courtyard means a space bounded on three or more sides by walls but not a roof.
5. "Retail Business" means a business engaged in the sale of goods to individual consumers, usually in small quantities, and not to be placed in inventory for resale. A retail business does not include: (a) health centers, governmental uses, community centers, theaters, or religious or fraternal uses, or (b) a business where retail sales are an incidental or accessory use to the primary use. This definition shall not include churches, public schools, hospitals, public civic centers or public recreational facilities, or other facilities owned by, or operated strictly for the benefit of, the public.

18.44.040 Setback Requirements

In the I-1 Zone, all buildings shall be set back at least thirty (30) feet from any public street right-of-way line. A ten (10) foot wide landscaped berm is required along all public street right-of-way frontages. In the event of competing set back requirements as a result of building code restrictions, the most restrictive shall govern.

18.44.050 Height And Size Requirements

All buildings in the I-1 Industrial Zone shall be limited in height to thirty-five (35) feet. No buildings taller than thirty-five (35) feet shall be permitted in the I-1 Industrial Zone except as recommended by the Planning Commission pursuant to approval as a conditional use and approved by the City Council.

Upon application for a conditional use to exceed the thirty-five (35) foot height limitation for developments, the Planning Commission shall consider at a minimum, but shall not be limited to the following mitigating options and building restrictions as requirements for such conditional use permits.

1. Airport land zone height restrictions.
2. Proximity to residential zones.
3. Access to solar, air, and light for nearby properties.
4. Building design (roof height step downs, eaves).
5. Roof design.
6. Aesthetics.
7. Compatibility with adjoining properties.

No building that receives a conditional use permit shall be approved over 60 feet in height.

18.44.060 Special Provisions

1. Trees shall be planted along all street frontages. Trees should be planted at least one for every fifty (50) feet of street frontage.
2. All storage doors, entrances into storage and warehousing, and parking in storage and warehouse developments shall be accessed from internal private streets and driveways.
3. All storage and warehouse developments shall be fenced in a manner which will provide adequate security and a deterrent from public access.
4. For Commercial Storage Sheds, the building elevation facing a public right-of-way shall have multi-pitched roof lines through the use of dormers and gables, or the like, whether real or false facade.

5. All outdoor lighting shall be shielded to direct light and glare only onto the premises.
6. All off-street parking shall be hard-surfaced.
7. Properties shall be kept in a clean and orderly manner. The storage of goods and materials shall occur within a building or behind an eight foot tall sight obscuring fence.

18.44.065 Compatibility With Residential Zones

When any industrial building or use adjoins any residential zone, a setback area containing a landscaped berm of at least four (4) foot tall and/or an eight (8) foot tall sight obscuring fence shall be erected as a buffer between all industrial and residential zones, as determined by the Planning Commission. In the event the Planning Commission elects to require a landscaped berm, such berm shall contain evergreen trees at least four (4) foot tall and deciduous trees having a caliper of at least three (3) inches. In determining whether to require a fence, berm, or both, the Planning Commission shall consider at a minimum, but shall not be limited to the following factors:

1. Compatibility with adjoining properties.
2. The future use of the land.
3. Intensity of industrial use.
4. Proximity of residential units.
5. Additional landscaping and screening.
6. Fences and setbacks being used.

See also supplementary requirements and procedures applicable within the I-1 Industrial Zone.

18.44.075 Commercial Storage Sheds

In addition to other applicable development requirements of this Title, Commercial Storage Sheds shall meet the following requirements:

- 1) Storage Unit Limitations.
 - a) Primary Street Limitations.
 - i) No more than 25 percent of a lot's frontage along a Principal Arterial, Minor Arterial, or Collector Street as designated upon the City's Transportation Plan may be devoted to storage units. This limitation does not apply to accessory buildings that are located behind a main building.
 - ii) No more than 75 percent of a main building's ground floor area that fronts upon a Principal Arterial, Minor Arterial or Collector Street as designated on the City's Transportation Plan may be devoted to storage units.
 - b) Secondary Street Limitations.
 - i) No more than 50 percent of a lot's frontage along any public street not designated as a Principal Arterial, Minor Arterial or Collector Street on the City's Transportation Plan may be devoted to storage units.
 - ii) No more than 75 percent of a main building's ground floor area that fronts upon any public street not designated as a Principal Arterial, Minor Arterial or Collector Street on the City's Transportation Plan may be devoted to storage units. This limitation does not apply to accessory buildings that are located behind a main building.
 - c) In the event of a corner lot or double frontage lot fronting two Arterial or two Collector Streets as identified on the City's Transportation Plan, the Land Use Authority shall choose one street to designate for the Primary Street Limitations and one street to designate for the Secondary Street Limitations.
 - d) Required non-storage structures shall be built prior to or concurrently with construction of the Storage Units.
 - e) All storage of any items within Commercial Storage Unit facilities, including vehicles, shall be located under a roof.

- 2) Caretaker Dwellings. Each Commercial Storage Facility may include one caretaker dwelling to accommodate professional management living onsite.
 - 3) Driveway Access. All storage doors, parking and accesses into Commercial Storage Shed facilities shall be accessed from internal private streets and driveways, not from public streets.
 - 4) Fencing. All Commercial Storage Shed establishments shall be fenced in a manner which will provide adequate security and a deterrent from public access, except for indoor climate controlled facilities. Along any Principal Arterial, Minor Arterial or Collector Street as designated on the City's Transportation Plan, Fencing shall not utilize chain-link, barbed wired or galvanized steel.
 - 5) Supplemental Requirements. All other development requirements of the City applicable to non-residential development shall apply to Commercial Storage Sheds.
 - 6) Architecture. Commercial Storage Shed building elevations facing a Principal Arterial, Minor Arterial or Collector Street as designated on the City's Transportation Plan shall:
 - a) Have multi-pitched roof lines through the use of dormers and gables, or the like, whether real or false façade;
 - b) Have at least 30% brick, stone or decorative block/CMU;
 - c) Not utilize metal on the wall surface or stucco on more than 20% of the wall surface. This prohibition does not preclude the use of steel doors or the use of structural steel for architectural elements such as awnings, covered walkways, etc.
 - 7) Commercial Storage Shed Facilities are not limited as per gross floor area as per Section 18.44.030
- C.2

Exhibit 2



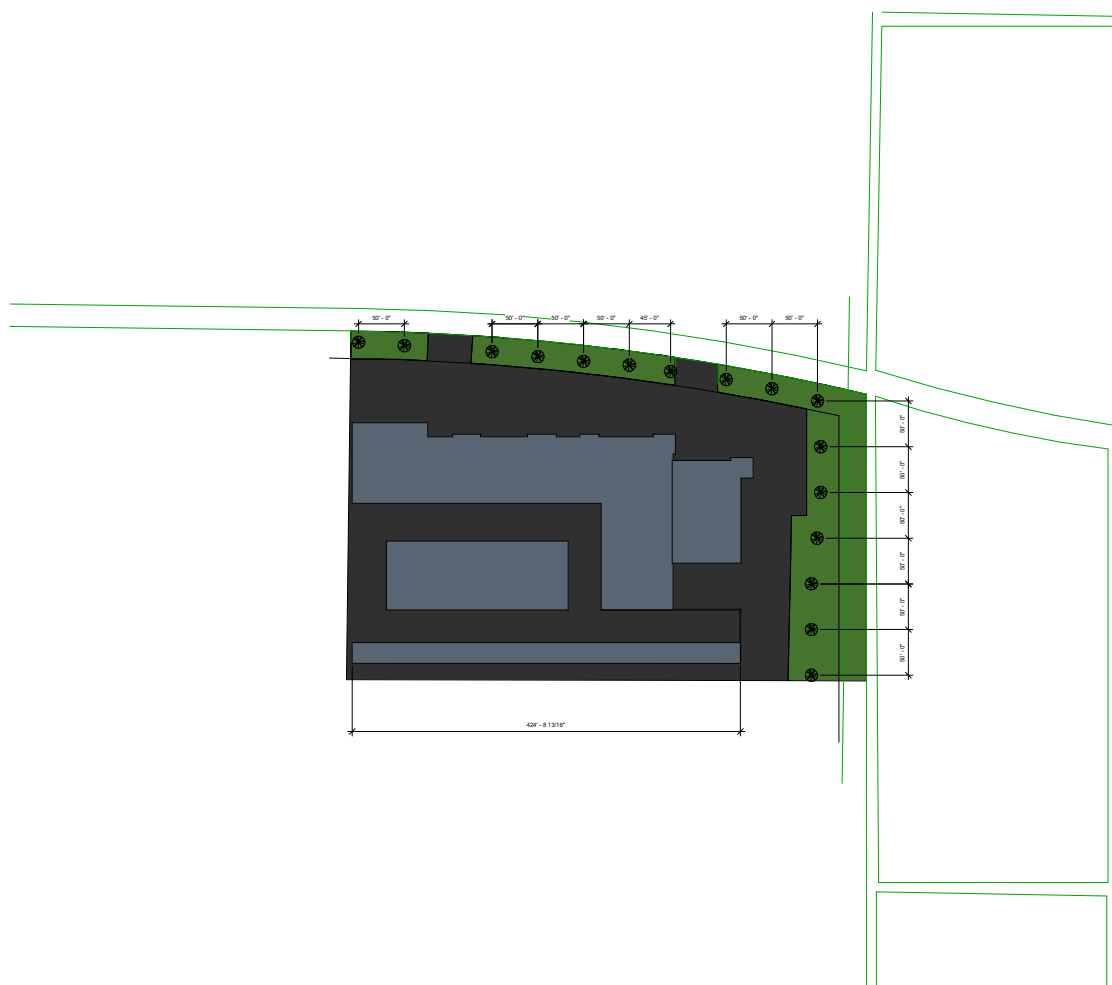
Consultant	
Address	
Address	
Address	
Phone	

[illegible]
$$1'' = 100'-0''$$

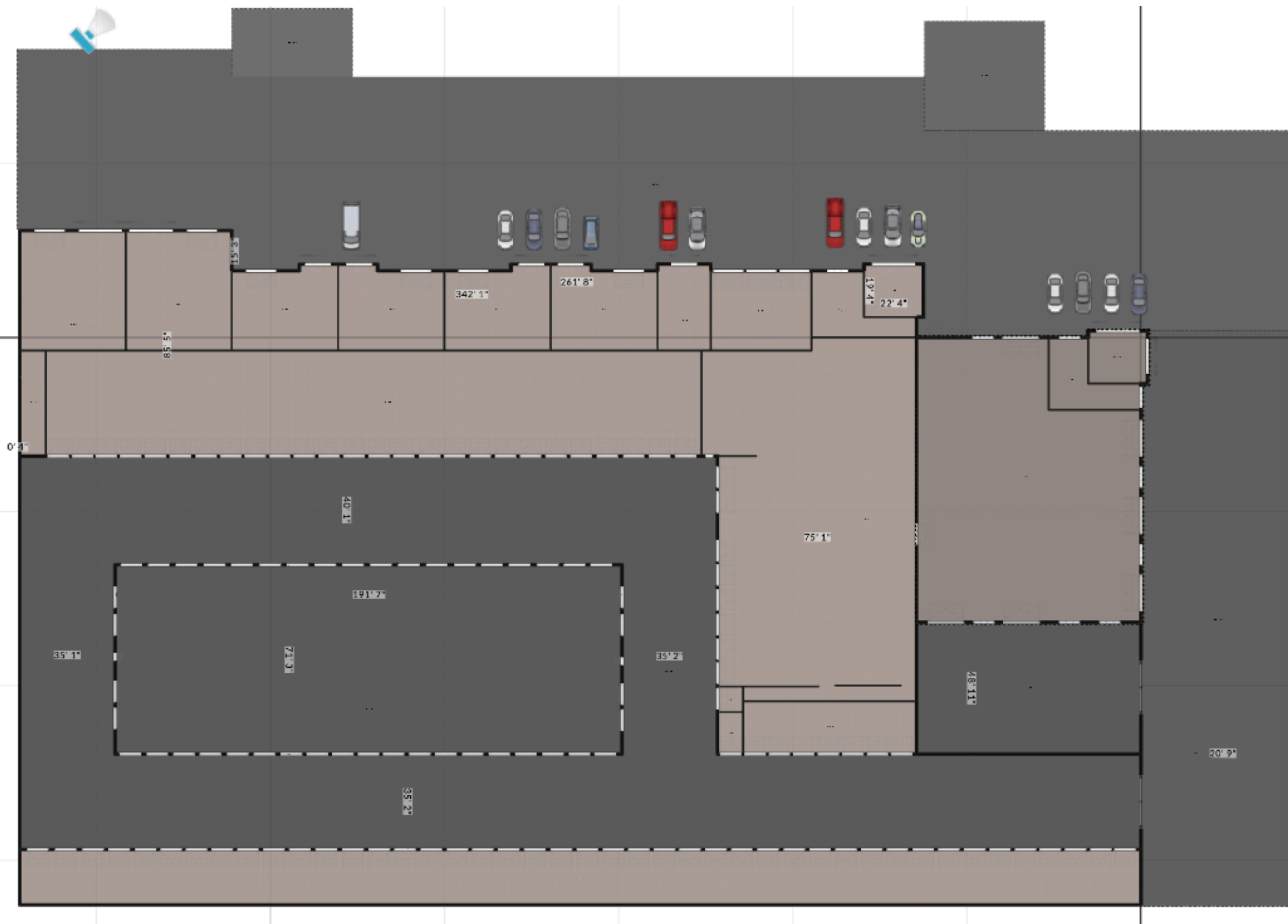
[illegible]

Scale 1" = 50'-0"

7	3		
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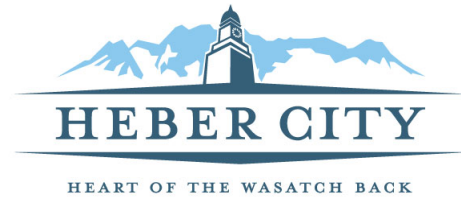
① Site
1" = 50'-0"





Use Summary			
Project Name:		Heber Self Storage	
Project Address:		600 W 100 S, Heber City, UT	
Description	QTY	Unit	Notes
Uses			
Storage Units	86,900	SF	
Office	1,100	SF	
Mechanic Shop	10,000	SF	
Residential Apartment	-	SF	
Industrial Flex Space	8,000	SF	
Density	61	Units / Acre	
Open Space	64%		
Site in Acres	4.28	Acre	
Site Square Footage	186,000	SF	
Building Gross	106,000	SF	
Open Space	119,000	SF	
Common Area	NA	NA	
Landscaping	36,650	SF	
Landscaping/Site	20%		
Parking	15		Industrial zone have 1 space per 2 employees during peak hours

Administrative Staff Report



MEETING DATE: November 10, 2020
SUBJECT: Request for Subdivision approval of Condominium Plat for
The Lofts at Deer Haven
RESPONSIBLE: Mark Vlastic
DEPARTMENT: Planning Department
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

This is an application to convert eleven units in a single building into condominiums. The site is located at 67 East 500 South and is in the MURCZ (Mixed-Use Residential Commercial) zone. The application was reviewed by the DRC on September 17, 2020 at which time it was determined that the application meets the general requirements of Chapter 17.19 - Condominiums of the Heber City uniform code. The applicant has provided copies of the signed condominium plat, in addition to copies of the condominium declaration, bylaws or property owners organization. It should also be noted that a requirement of the zoning change approved previously is that one affordable housing unit would be provided.

FISCAL IMPACT

N/A

CONCLUSION

Findings

1. The application complies with the Uniform Code.
2. The application complies with the General Plan.

Conditions

1. All conditions of the City Engineer to be met.
2. All Building , Fire and similar life/safety codes to be met.
3. All other code requirements shall be met
4. Execution of one affordable housing unit as required by the previously adopted zoning change.
5. The Plat shall be enacted prior to recordation.
6. Any conditions outlined by the Planning Commission_____.

ALTERNATIVES

1. Continue
 2. Approve
 3. Deny
-

ACCOUNTABILITY

Department: Planning Department
Staff Member: Mark Vlastic, Landmark Design
Jamie Baron, Planning Staff

EXHIBITS

1. Planning Checklist
2. Condominium Plat, declarations and bylaws

Exhibit 1

Planning Review Checklist

Project Name:	The Lofts at Deer Haven
Project Type:	Subdivision Final
Date Received:	October 5, 2020
Date Reviewed:	October 27, 2020
Planning Commission Date:	November 10, 2020
City Council Date:	TBD
Owner:	Mike Petersen
Applicant:	Mike Petersen
Developer:	N/A
Location:	67 East 500 South
Parcel(s):	One Building on existing plat
Zone:	MURCZ (Mixed-Use Residential Commercial Zone)
General Plan Designation:	High Density Residential
Current Use:	Residential Multi-family building
Adjacent Uses:	Residential to east and north, surgical clinic to west
Land Use Authority:	Planning Commission and City Council
Action Type:	Administrative
Planner:	Mark Vlastic, Landmark Design

General Review

Previous Meetings: PREVIOUSLY APPROVED

APPLIED AS SMALL SUBDIVISION APPLICATION. CONDOMINIUM PLAT FOR SINGLE BUILDING. FOLLOW CONDOMINIUM PLAT PROCESS. RESTRICTIVE COVENANTS AND HOA DECLARATON IS NEEDED.

SEE 17-19 OF UNIFORM CODE.

TO BE PRESENTED TO BOTH PC AND CC ACCORDING TO CITY CODE, ALTHOUGH STATE CODE ONLY REQUIRES PC.

Code Review

17.16.010 Required Procedures For Approval

The following steps or procedure must be followed in order to obtain approval of a subdivision:

1. Application Submittal Deadline. All applications shall be made at least 16 (sixteen) calendar days before the next regular Development Review Committee (DRC) meeting. Applications must be complete in order to be considered to have met the submittal deadline.

2. **Staff Review.** Staff will review the application and provide a written review to the applicant following the DRC meeting. Staff shall consider the following items in their review:
 1. Relationship of the proposal to the General Plan;
 2. Zoning of the proposed development;
 3. Third-party utility considerations;
 4. Roads and general transportation;
 5. Flood zones and potential flood hazards;
 6. Culinary water requirements;
 7. Pressurized irrigation requirements;
 8. Sanitary sewer requirements;
 9. Storm water system requirements;
 10. Park and Trail requirements;
 11. Capital improvement plans;
 12. Other items deemed necessary by the planning or engineering staff.
3. **Outsourcing of Plan Reviews.** The City may outsource the review of any application to contracted consultants. Unless consultants are the primary reviewer for all applications, the City will notify the applicant that their application review will be outsourced. Outsourced reviewed will follow the provisions of the Staff Review above.
4. **Development Review Committee.** The Development Review Committee (DRC) is an administrative committee consisting of staff from the City, local utilities, and other organizations as applicable. The role of the DRC is to review development applications for compliance with development standards, coordination between jurisdictions, utilities, and organizations as applicable, and meet with applicants to provide guidance and understanding of the requirements of their application. The DRC is not a Land Use Authority.
5. **Concept Plan Submission.** Applicant prepares Concept Plan, makes application, pays fees, and submits concept plans prior to application submittal deadline. This applies to concept plans for commercial, industrial, and multiple-unit residential. Applicant shall provide electronic copies of the proposed concept plans in PDF format. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code;
6. **Concept Plan Approval.** For Single Use Zones as defined by Section 18.16.010, the Planning Director, or its designee, is the Land Use Authority approving the Concept Plan, with appeals going to the Planning Commission. For Mixed Use Zones and Overlay Zones as defined by Section 18.16.010, the Planning Commission is the Land Use Authority, with appeals going to the City Council. Approval, disapproval or modification of the Concept Plan shall occur before the Preliminary Plan is allowed to be submitted. Prior to preliminary approval, the applicant shall be given an informal list of what the Land Use Authority expects on the preliminary plans, including contour intervals and any special concerns. Concept approval does not guarantee final project approval;
7. **Preliminary Plan Submission.** Applicant prepares preliminary plan and Preliminary Environmental Impact Assessment (see Section 17.20.020) and submits electronic copies in PDF format, makes application, and pays fees prior to application submittal deadline. Commercial projects are not required to submit Preliminary Plans;
8. **Preliminary Plan Approval.** The Planning Commission reviews preliminary plan as per items discussed at concept approval and for compliance with the ordinance. The Planning Commission is the Land Use Authority for approving the Preliminary Plan, with appeals going to the City Council. If approval is given at this time, the applicant shall be given a list which has been revised from the one given at the concept stage. This list shall pertain to items the Planning Commission expects on the final plans. Preliminary approval does not guarantee final subdivision approval;
9. **Final Plat Submission.** Applicant prepares and submits final plat, makes application, and pays fees prior to application submittal deadline. Final plat shall consist of items required at

preliminary stage and by this ordinance in electronic PDF format. All commercial developments that don't involve a subdivision require the submission of a Final Plan for review and approval by the Planning Commission. Exception: On a single commercial building, built in an approved development or on a lot of record, the Zoning Administrator and City Engineer may give final approval based on direction from the Planning Commission given at the time of concept approval.

10. Final Plat Approval. For Single Use Zones, the Planning Director, or its designee, is the Land Use Authority responsible for approving the final Plat, with appeals going to the City Council. For Mixed Use and Overlay Zones as defined by Section 18.16.010, the City Council is the Land Use Authority responsible for approving the final Plat as recommended by the Planning Commission, with appeals going to the Board of Adjustment. For subdivisions which require variances as per Chapter 17.60, the City Council shall be the Land Use Authority, with administrative appeals going to the Board of Adjustment and policy making appeals going to the District Court. The Land Use Authority reviews final plan and approves final plat if it is complete and if all requirements from preliminary plan approval are met or disapproves it. The final plat shall be in substantial compliance with the plans approved at preliminary stage. Planning Commission approval does not guarantee final subdivision approval; Final Plans shall not have a material departure from Preliminary approval. Any material departures regarding the rights and obligations of the parties shall require a modified Preliminary approval by the Land Use Authority.
11. Recordation of Final Plat. Applicant records plat in office of County Recorder within one (1) year from the date receiving final approval and before selling or conveying any lots within the subdivision. Final plats not recorded within one (1) year from the date receiving Final approval shall be null and void unless physical construction has started or an extension has been requested and granted prior to the original plat expiration date. In cases where construction has started, plat approval shall automatically be extended for a second year from the date of the final approval. If physical construction has not started, applicants may request and be granted a one (1) year extension. However, if an extension is granted, the requirement to incorporate updated City standards, or reevaluate bonds or other assurances may be enforced as a condition of approval for the extension. Plat extensions are granted by the applicable Land Use Authority for Final Plats.

17.19 Condominiums

17.19.010 Purpose

Utah State Code establishes condominiums as a form of subdivision and requires that all condominium projects be reviewed by the Planning Commission and the City Council. Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit residential condominium dwelling units of for legal non-conforming multi-family dwellings.

17.19.020 Definitions

For the purposes of this ordinance, the following definitions shall apply:

1. "Condominium" means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the property.

2. "Condominium or Condominium Projects" shall mean a real estate condominium project; a plan or project whereby two or more units, whether contained in existing or proposed buildings or structures, or otherwise are separately offered or proposed to be offered for sale. Condominium Project shall also mean the property when the context so requires.
3. "Condominium Unit" shall mean a unit together with the undivided interest in the common areas and facilities appertaining to that unit. Any reference to a condominium unit includes both physical unit together with its appurtenant individual interest.
4. "Conversion" shall mean a proposed change in the type of ownership of a parcel or parcels of land and/or existing structures from single ownership into a "condominium project" as herein defined with arrangements involving separate ownership of individual condominium units and joint collective ownership of common areas or facilities.
5. "Declaration" shall mean a recorded declaration containing covenants, conditions, and restrictions relating to the condominium project, which shall be prepared in conformance with provisions of Section 57-8-10, Utah Code, as amended.

17.19.030 Approval Required

Prior to the construction or conversion of any building or use as determined as a condominium, a survey map or project plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.

17.19.040 Submission Of Application

The owner or developer of a proposed condominium project or conversion project shall file an application with the Planning Commission. Such application shall be accompanied by and be in accordance with the following:

1. The application or survey map shall be drawn to scale in accordance with the Heber City subdivision plan process and current Standards and Specifications as adopted by the City. Such survey map or application shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.
2. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, present and proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
3. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or property owners organization.
4. Where conversions of existing buildings are proposed as part of the project, a property report containing information shall be submitted as part of the application together with a plan of all proposed improvements and repairs.
5. To assist the City in defraying the cost involved in the publication and review of a condominium project, a fee shall be submitted with the application in accordance with Heber City's fee schedule as adopted by the Heber City Council.

17.19.050 Review By The Planning Commission

The Planning Commission shall review the proposed application and related documents to determine whether the project conforms with all appropriate requirements, Standards and Specifications of the City and is in conformance with the Utah Condominium Ownership Act.

1. If the Planning Commission finds that there are any violations to any of the applicable ordinances, building codes, or similar requirements, the Planning Commission may hold the application for the condominium project until such time that all violations have been corrected.
2. The proposed project shall be consistent with the International Fire Code and Adopted Building Codes.
3. The Planning Commission may require additional parking that shall be based on occupancy levels and proposed customer demand. But in no way shall it be less than what is required under the zoning district in which the project is proposed.
4. The Planning Commission may also require additional exits or driveways including the approval of shared driveways.
5. The Planning Commission may require additional open space and landscaping to assure appropriate buffering and compatibility with adjacent uses.
6. Utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility .
7. Water meters shall be installed according to City Standards and Specifications at street right-of-ways.
8. All utilities and utility lines shall be placed within the public right-of-way. However, approved public easements may be permitted if the Planning Commission deems them essential for the feasibility of the project and the City Council approves said easement.
9. Each unit shall be provided with readily accessible individual shutoff valves, safety devices, or switches for water, gas and electrical services.
10. The Planning Commission may recommend to the City Council any condition which they deem appropriate. Such conditions may include corrections of violation of building, zoning, health, fire, or similar codes, appropriate amendments to declaration, bylaws or amendments to the record of survey map and project plan which may enhance or protect the environment of the project and the neighborhood in which it is located.

17.19.060 City Council Final Approval

Upon receipt of the recommendations and findings of the Planning Commission, the City Council shall consider approval or denial of the proposed project. Approval of a condominium project shall remain in effect and expire pursuant to Section 17.16.010(I).

17.19.070 Unlawful To Sell Or Lease

It is unlawful for any person, firm, corporation, partnership, or association to sell, contract to sell, or to lease any unit of any condominium or any other portion thereof until final record of survey plats, in full compliance with the provisions of this Ordinance, have been certified and signed by the Mayor, the Planning Commission Chair, City Engineer and City Attorney, attested by the City Recorder and duly recorded in the Office of the County Recorder.

Exhibit 2

THE LOFTS AT DEER HAVEN
A PORTION OF BLOCK 30, HEBER CITY
LOCATED IN THE SW ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN, HEBER CITY, WASATCH COUNTY, UTAH
2020



0' 5' 10' 20' 30'

LEGEND	
	PROPERTY BOUNDARY
	SECTION LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	LOT LINE
	EXISTING LOT LINE
	FOUND BRASS CAP MONUMENT
	FOUND SANDSTONE MONUMENT
	FOUND 5/8" IRON ROD
	FOUND 1/2" IRON ROD
	SET 5/8" REBAR
	SET 1/2" REBAR
	CALCULATED POINT—NOTHING SET OR FOUND
	RECORD DATA
	LOT NUMBER
	BLOCK NUMBER

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A CONDOMINIUM PLAT FOR MIKE PETERSON AND THE DEER HAVEN DEVELOPMENT.

T-O ENGINEERS HIRED LEGEND TO PERFORM A BOUNDARY SURVEY FOR THE SURVEY AS DESCRIBED BELOW AND IN ROS FILING No. 3411.

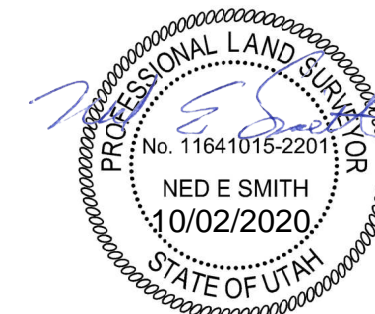
THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF LOCATING THE PROPERTY ON THE GROUND AS DESCRIBED IN THE ABOVE DESCRIPTION AT THE REQUEST OF T-O ENGINEERS. BLOCK 30 OF THE HEBER CITY SURVEY OF BUILDING LOTS WAS USED TO LOCATE THE SUBJECT PROPERTY. SANDSTONE REFERENCE MONUMENTS AT THE SOUTHEAST CORNER OF BLOCKS 20 & 17 WERE USED TO DETERMINE THE BEARINGS OF THE BLOCK LINES. SAID SANDSTONE MONUMENTS ARE OFFSET SOUTHERLY AND EASTERLY 5 FEET FROM THE SOUTHEAST CORNERS OF SAID BLOCKS. THE SANDSTONE MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 17 WAS FOUND IN PLACE. THE SANDSTONE MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 20 WAS NOT FOUND. DUE TO SIDEWALK IMPROVEMENTS, BUT WAS RE-ESTABLISHED PER RECORD OF SURVEY NO. 1586 AND THE HEBER CITY ORIGINAL BLOCK CORNDERS SURVEY ON FILE WITH THE WASATCH COUNTY SURVEYOR'S OFFICE. RECORD BEARINGS AND DISTANCES WERE THEN HELD FROM THE SANDSTONE MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 20 TO LOCATE BLOCK 30. A BRASS CAP STREET MONUMENT WAS FOUND AT THE INTERSECTION OF 400 NORTH AND 100 EAST STREET BUT WAS NOT USED TO LOCATE THE BLOCK LINES. SAID MONUMENT WAS FOUND TO BE SOUTH 0°48'00" WEST 1.46 FEET TO THE RECORD LOCATION FROM THE SANDSTONE MONUMENTS. THE RECORD LOCATION OF SAID INTERSECTION IS SHOWN HEREON ACCORDING TO THE SANDSTONE MONUMENTS.

SHEET INDEX

SHEET 1 — PROJECT BOUNDARY
SHEET 2 — UNIT DETAILS
SHEET 3 — BUILDING ELEVATIONS
SHEET 4 — SIGNATURE AND APPROVALS

NOTES

- THIS PLAT IS SUBJECT TO UTAH CONDOMINIUM CODE 57-8-13.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- THIS PLAT IS SUBJECT TO THE DECLARATIONS FOR DEER HAVEN LOFTS, RECORDED AS INSTRUMENT NO. 11641015-2201 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.
- THE UNITS, CROSS ACCESS AGREEMENTS AND PARKING ARE DEFINED IN THE DECLARATIONS REFERENCED IN NOTE 3 ABOVE.
- THE CONSTRUCTION OF ANY NEW STRUCTURES WITHIN THIS CONDOMINIUM MUST COMPLY WITH THE BUILDING CODE IN EFFECT AT THE TIME OF THE ISSUANCE OF THE BUILDING PERMIT.
- THE PHYSICAL BOUNDARIES OF THE UNITS DEPICTED HEREON ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOOR, CEILINGS, WINDOWS, AND WINDOW FRAMES, DOORS AND DOOR FRAMES AND TRIM. ALL OTHER PORTIONS OF THE WALLS, FLOORS, OR CEILINGS (INCLUDING WALLS COMMON TO SEPARATE UNITS) SHALL BE PART OF THE COMMON AREA.
- ALL UNIT LINES ARE PARALLEL OR PERPENDICULAR TO THE BUILDING ORIENTATION BEARING, UNLESS OTHERWISE SHOWN.
- ANY AMENDMENTS TO THIS CONDOMINIUM SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE AMENDMENT, OR AS ALLOWED BY ANY CONDITIONAL USE.
- THE LINES SHOWN ON SHEET 1 ARE FROM THE PROJECT BOUNDARY TO THE EXTERIOR FACE OF BUILDING.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- ALL COMMON AREAS ARE TO BE OWNED AND MAINTAINED BY THE DEER HAVEN LOFTS OWNERS ASSOCIATION.
- SEE RECORD OF SURVEY No. 3411, FOR ADDITIONAL BOUNDARY INFORMATION.
- BUILDING UNDER CONSTRUCTION INTERIOR DIMENSIONS SHOWN PER APPROVED ARCHITECTURAL PLANS BY BLUE STEEL ARCHITECTURE DESIGN/BUILD LLC APPROVED ON 05/01/2020.

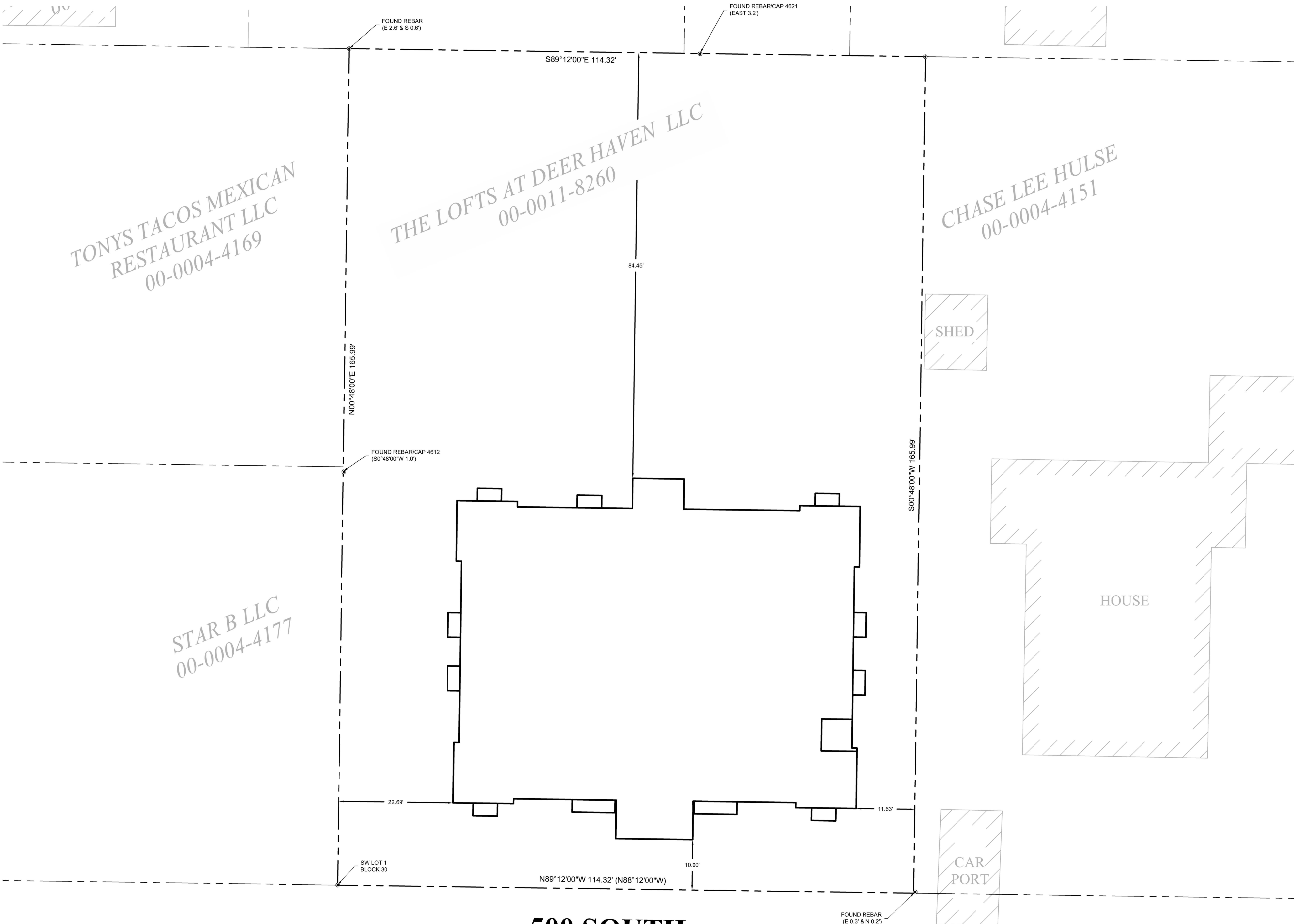


CALCULATED LOCATION OF
THE SANDSTONE MONUMENT
FOR THE SOUTHEAST
CORNER OF BLOCK 20
(SEE NARRATIVE)

T-O ENGINEERS
2211 W. 3000 S. STE. B
HEBER CITY, UTAH, 84032
PHONE: (435) 315-3168 WWW.TO-ENGINEERS.COM

SHEET NO. 1 OF 4

500 SOUTH

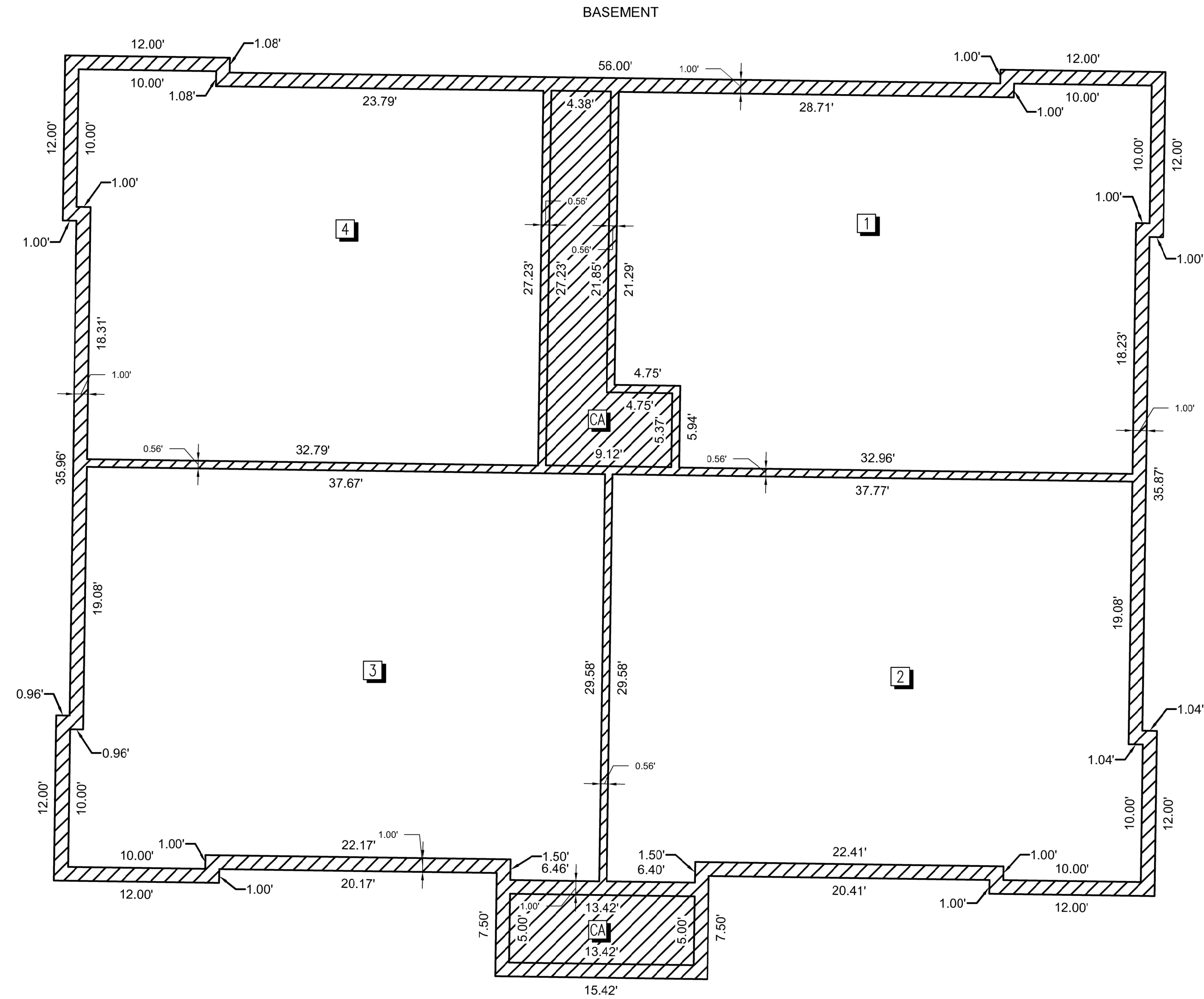


FOUND SANDSTONE MONUMENT
FOR THE SOUTHEAST CORNER OF
BLOCK 16

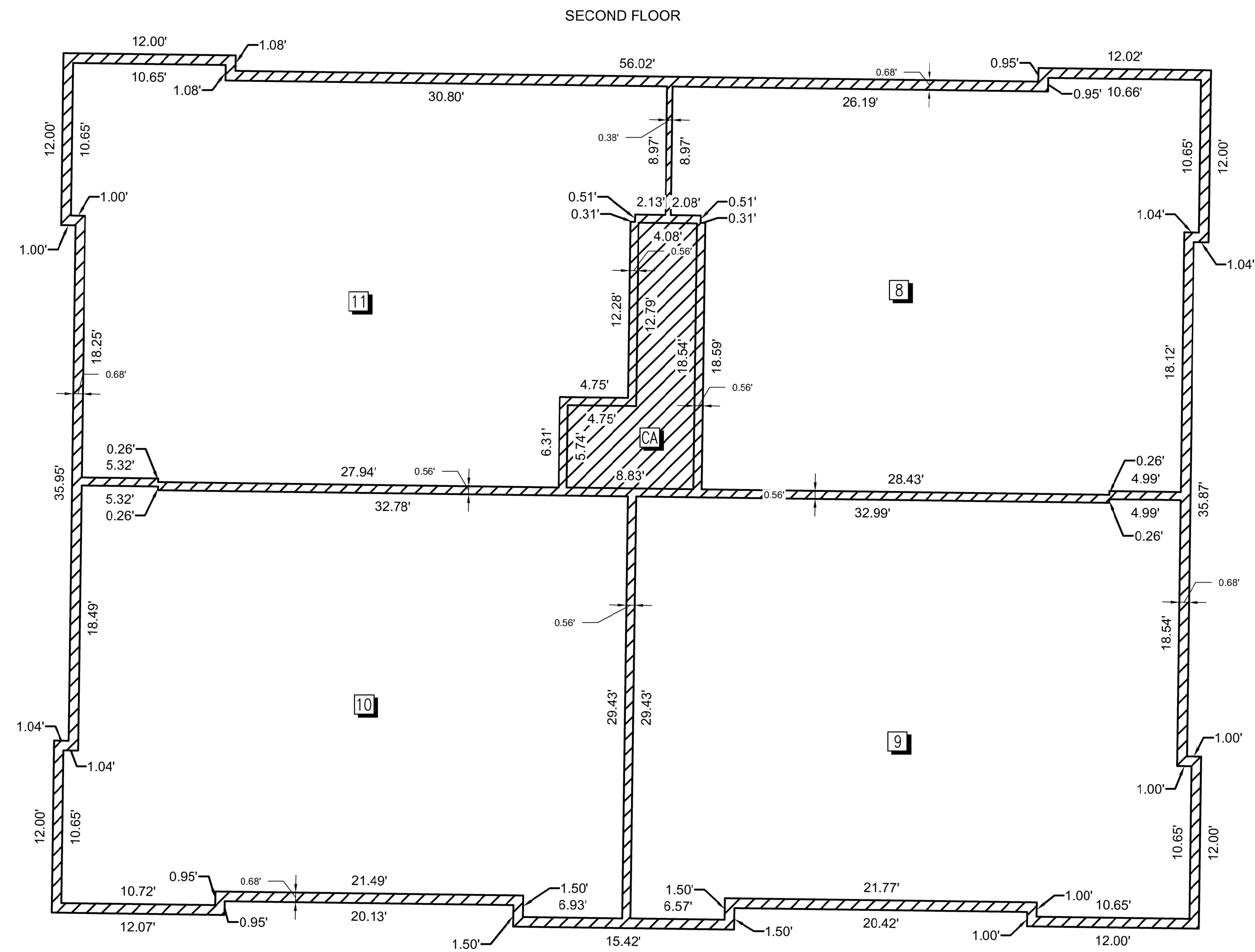
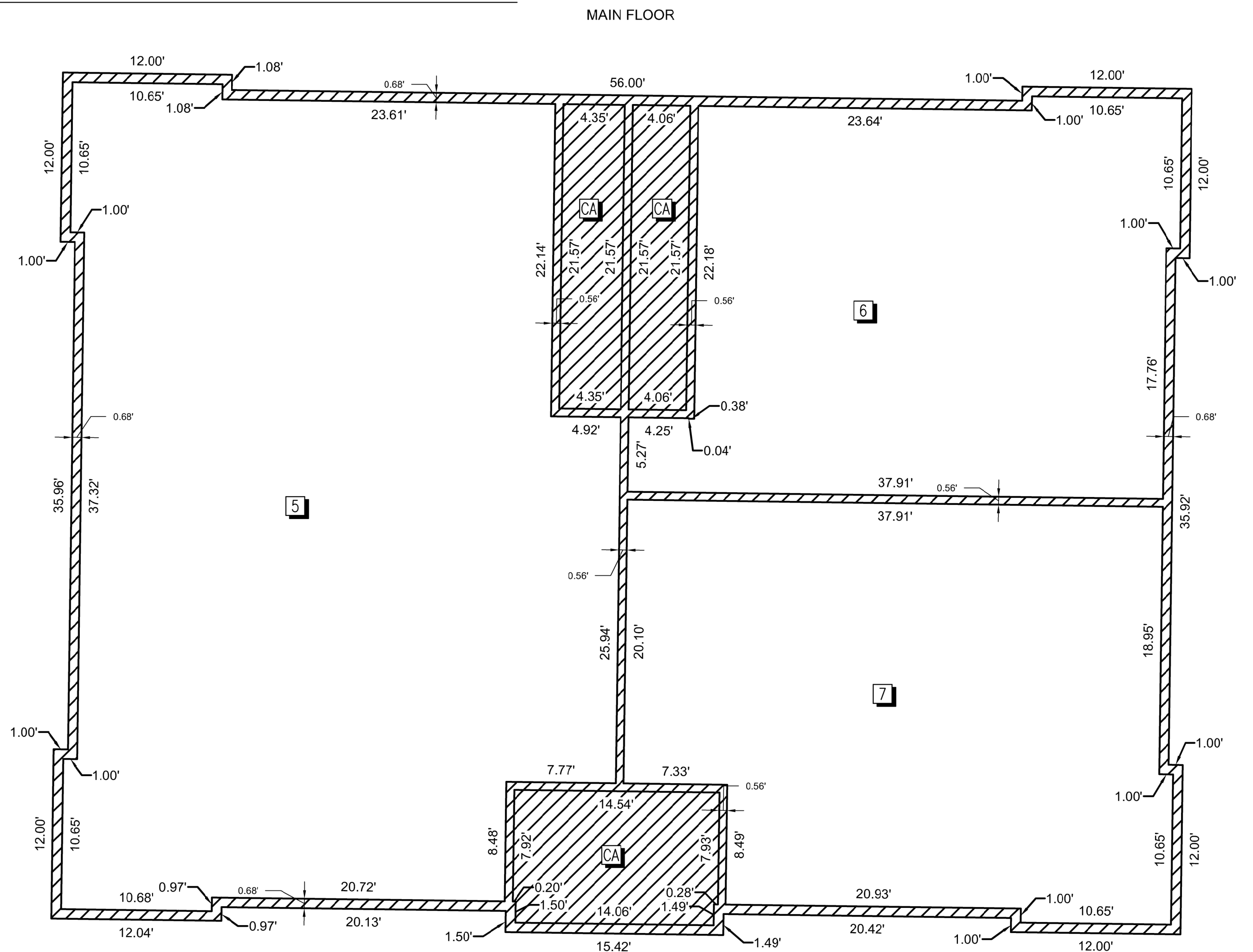
FOUND SANDSTONE
MONUMENT FOR THE
SOUTHEAST CORNER
OF BLOCK 17

N89°12'00\"W 1476.09' (1476.42')
BASIS OF BEARINGS

THE LOFTS AT DEER HAVEN



COMMON AREA



T-O ENGINEERS
2211 W. 3000 S. STE. B
HEBER CITY, UTAH, 84032
PHONE: (435) 315-3168 WWW.T-O-ENGINEERS.COM

SHEET NO. 2 OF 4

P:\190523\3_ACADWORK\SURVEY\2_BOUNDARY\190523-V-A-TA.DWG



FRONT ELEVATION VIEW



RIGHT ELEVATION VIEW



REAR ELEVATION VIEW



LEFT ELEVATION VIEW



DEER HAVEN DEVELOPMENT

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED.

A PARCEL OF LAND LOCATED IN BLOCK 30, HEBER CITY, UT

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 30, HEBER CITY SURVEY OF BUILDING LOTS, AND RUNNING THENCE SOUTH 88°12’ EAST 114.32 FEET, THENCE NOTRH 0°48’ EAST 165.99 FEET, THENCE NORTH 89°12’ WEST 114.32’ TO THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 0°48’ WEST 165.99 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

CONTAINING: 0.44 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY, CREATE A CONDOMINIUM PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT, THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 57, TITLE 8, SECTION 13 AND THAT THIS PLAT COMPLIES WITH UTAH CODE. ALL THE UNITS IN THIS CONDOMINIUM PROJECT SHALL RECEIVE DOMESTIC WATER FROM AN EXISTING SYSTEM.

THE EASEMENTS SHOWN ON THIS CONDOMINIUM PROJECT AND DEFINED IN THE DECLARATIONS, ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____DAY OF _____, 2020.

THE LOFTS AT DEER HAVEN LLC

MIKE PETERSON

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MIKE PETERSON, KNOWN OR IDENTIFIED TO ME TO BE A MANAGER OF THE LOFTS AT DEER HAVEN, LLC., A UTAH LIMITED LIABILITY COMPANY, WHO EXECUTED OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY SIGNATURE

PRINT NOTARY NAME
MY COMMISSION EXPIRES _____.

NOTARY PUBLIC FOR THE STATE OF _____.

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY UTAH CODE, TITLE 57 CHAPTER 8 TITLE 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH LOCAL ORDINANCE.

DISTRICT HEALTH DEPARTMENT

DATE

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF HEBER CITY, WASATCH COUNTY, UTAH, HEREBY APPROVE THE FOREGOING CONDOMINIUM PLAT.

CITY ENGINEER ~ HEBER CITY, UTAH

DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____DAY OF _____, 20____, THE FOREGOING CONDOMINIUM PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK ~ HEBER CITY, UT

CERTIFICATE OF SURVEYOR

I, NED E. SMITH, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS RECORD OF SURVEY WAS CREATED FROM AN ACTUAL FIELD SURVEY.

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF WASATCH, STATE OF UTAH, PER THE REQUIREMENTS, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

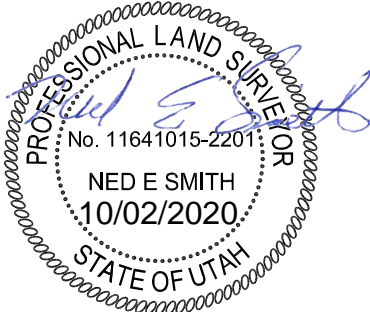
STATE OF UTAH
COUNTY OF WASATCH
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT _____MINUTES PAST _____O’CLOCK _____M. ON THIS _____DAY OF _____, 20____, IN BOOK _____OF PLATS, AT PAGES THROUGH _____AS INSTRUMENT NO. _____.

DEPUTY

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR WASATCH COUNTY, UTAH, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF UTAH CODE RELATING TO PLATS, SURVEYS, AND CONDOMINIUM PROJECTS.

WASATCH COUNTY SURVEYOR



ARTICLES OF INCORPORATION
OF
DEER HAVEN CONDOMINIUM OWNERS ASSOCIATION, INC.
(A Utah Nonprofit Corporation)

The Lofts at Deer Haven LLC, a Utah Limited Liability Company, acting as incorporator of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act, § 16-6a-101, *et seq.*, Utah Code Annotated (the “Act”), hereby adopts the following Articles of Incorporation for such nonprofit corporation (the “Articles”).

ARTICLE I

NAME

The name of the nonprofit corporation is DEER HAVEN CONDOMINIUM OWNERS ASSOCIATION, INC. (the “Association”).

ARTICLE II

DURATION

The Association shall exist perpetually or until dissolved pursuant to law.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of governing The Lofts at Deer Haven (the “Project”), a subdivision located in Wasatch County, State of Utah. The Project has been, or will be, created by recording an instrument entitled Declaration of Protective Covenants, Conditions, Easements and Restrictions (the “Declaration”), in the office of the Recorder of Wasatch County, State of Utah. The Declaration is hereby incorporated by reference and made a part of these Articles of Incorporation. The Association shall be operated to perform the functions and provide the services contemplated by the Declaration. Except as otherwise provided herein or as may be required by the context hereof, all capitalized terms defined in the Declaration shall have such defined meanings when used herein.

No dividend shall be paid to, and no part of the net income, if any, of the Association shall be distributed to any of the Association members (the “Members”), the Board, or to the officers of the Association, except as otherwise provided herein, in the Bylaws, in the Declaration, or by Utah law.

ARTICLE IV

POWERS

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise the power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the power to fix, levy and collect the charges and Assessments provided for in the Declaration.

ARTICLE V

MEMBERSHIP, STOCK AND VOTING RIGHTS

The Association will not issue stock. The Association may have two classes of voting membership, and each owner of a Lot within the Project shall be either a Class A Member of the Association or a Class B Member of the Association. The rights and duties appertaining to the Association Membership and voting classes shall be governed by the Declaration and the Bylaws. Neither the issuance nor the holding of shares of stock shall be necessary to evidence an Association Membership. Membership in the Association shall be mandatory, and not optional, and shall be appurtenant to and may not be separated from the ownership of any Lot that is subject to Assessment by the Association. No persons or entity other than an Owner of a Lot or the Declarant may be a Member. Membership in the Association shall begin immediately and automatically upon becoming an Owner of a Lot and shall cease immediately and automatically upon ceasing to be an Owner of such a Lot.

Each Owner, including Declarant, shall be entitled to the number or percentage of votes described in the Declaration and the Bylaws. The voting rights appurtenant to each Lot shall vest upon execution and recordation of the Declaration.

ARTICLE VI

ASSESSMENTS

Members shall be subject to Assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such Assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

ARTICLE VII

BOARD OF DIRECTORS

The Board of the Association shall consist of no less than three (3) and no more than five (5) natural persons as prescribed in the Bylaws (each a "Trustee"). The initial Board shall consist of three (3) Trustees who shall be appointed by the Declarant and hold office until the election of their successors for the term stated in the Bylaws.

ARTICLE VIII

PRINCIPAL OFFICE

The address of the initial principal office of the Association is 3200 E. Center Street, Heber City, UT 84032.

ARTICLE IX

REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 3200 E. Center Street, Heber City, UT 84032, and the name of the initial registered agent at such address is Michael Petersen.

ARTICLE X

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

The Lofts at Deer Haven LLC
By: Michael Petersen
Its: Manager
3200 E. Center Street
Heber City, UT 84032

ARTICLE XI

INDEMNIFICATION

To the fullest extent permitted by the Act or any other applicable law as now in effect or as it may hereafter be amended, no Trustee or Member of the Association shall be personally liable to the Association or its Members for monetary damages for any action taken or any failure to take any action as a Trustee or Member.

ARTICLE XII

BYLAWS

The Board shall adopt Bylaws which are not inconsistent with Utah law, the Declaration or these Articles for the regulation and management of the affairs of the Association.

ARTICLE XIII

AMENDMENTS

Except as otherwise provided by Utah law or by the Declaration, these Articles of Incorporation may be amended only upon the affirmative vote of a majority of the members of the

Board. These Articles may not be amended to provide for any matter that is inconsistent with the provisions of the Declaration (as the Declaration may from time to time be amended).

ARTICLE XIV

CONFLICT WITH DECLARATION

In the event of any conflict or inconsistency between the provisions of these Articles and the provisions of the Declaration and/or the Bylaws (as the Declaration and the Bylaws may from time to time be amended), the provisions of the Declaration shall control, and the conflicting provision(s) of Articles or Bylaws, as the case may be, shall be amended to conform to the provision(s) of the Declaration.

ARTICLE XV

DISSOLUTION

Upon dissolution, the Association shall make distribution of income or assets to its Members, after satisfaction of all debts or obligations of the Association.

DATED this ____ day of February 2020.

The Lofts at Deer Haven LLC
By: Michael Petersen
Its: Manager

Date

ACKNOWLEDGMENT

I, Michael Petersen, hereby acknowledge that I am the initial registered agent of Deer Haven Owners Association, Inc. and that I consent to act as such.

DATED this ____ day of February 2020.

Michael Petersen, Registered Agent

When recorded please mail a copy to:
GORDON LAW GROUP, P.C.
322 East Gateway Dr., Suite 201
Heber City, UT 84032

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEER HAVEN CONDOMINIUM OWNER'S ASSOCIATION**

Heber City, Wasatch County, Utah

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEER HAVEN CONDOMINIUM OWNERS ASSOCIATION

THIS DECLARATION made and executed this ____ day of _____, 2020, by The Lofts at Deer Haven LLC, a Utah Limited Liability Company, with its principal place of business located in Heber City, State of Utah (hereinafter referred to as respectively “Declaration” and “Declarant”).

RECITALS:

A. Declarant, The Lofts at Deer Haven LLC, is the record owner of that certain tract of property located in Wasatch County, Utah, and more particularly described in Article II of this Declaration.

B. Declarant desires to create a condominium project, to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas (as defined below) and to provide for harmonious occupancy. To this end, and for the benefit of the Property and of the Owners (as defined below) thereof, Declarant desires to subject the Property and the various Condominium Units (as defined below) now or hereafter contained within the entire Project hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be organized under the laws of the State of Utah, a nonprofit corporation, Deer Haven Condominium Owner’s Association, Inc.

D. Declarant submits the Property, together with all buildings and improvements now or hereafter constructed on the Property, and all easements and rights appurtenant thereto, to a condominium project consisting of three Commercial Units and related Common Areas and Facilities pursuant to Utah Code Ann. §57-8-1 *et. seq.* (the “Condominium”).

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or Occupants of the Condominium, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein (hereinafter collectively referred to as the “Restrictions”) which shall run with and be a burden upon the Property.

F. Declarant intends that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any Interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Property; and for establishing rules for the use, occupancy, management, and enjoyment thereof all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Condominium and the quality of life therein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth.

I. DEFINITIONS

1.1. “Act” shall mean the Condominium Ownership Act, codified at Sections 57-8-1 through 57-8-39, Utah Code Annotated, pertaining to the creation, ownership and management of a Condominium in the State of Utah.

1.2 “Administrative Control” shall mean the period before the Declarant voluntarily or by requirement under this Declaration turns over the control of the Deer Haven Condominium Owner’s Association Board to the Condominium Unit Owners.

1.3. “Allocated Interest” shall mean the undivided Interest (expressed as a fraction or percentage in this Declaration) in the Common Areas and Facilities, the Common Expense liability, and votes in the Association allocated to each Unit.

1.4. “Articles” shall mean the Articles of Incorporation by which the Association is formed under the nonprofit corporation law of the State of Utah.

1.5. “Assessments” shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous Special Assessments, Special Assessments for capital improvements, and Special Assessments imposed for the purpose of restoring and reconstructing the Condominium in the event of casualty, all as provided in this Declaration. Assessments shall include all those assessments issued by the Deer Haven Owner’s Association in accordance with this Declaration.

1.6. “Association” shall refer to Deer Haven Condominium Owner’s Association, whose membership shall include the owners of Units within the Project. The Association has been or will be incorporated as a Utah nonprofit corporation.

1.7. “Association Rules” shall mean and refer to the rules and regulations adopted by the Association pursuant to this Declaration and in furtherance of the Bylaws and Section 57-8-8 of the Act.

1.8. “Board” shall mean the Board of Directors or Trustees of the Association elected or appointed pursuant to the Bylaws and serving as the management body of the Association.

1.9. “Bylaws” shall mean the Bylaws adopted by the Association pursuant to Section 57-8-16 of the Act adopted for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.

1.10. “Common Areas and Facilities” shall mean those areas designated as such within the Project, excluding the Units, as set forth on the Plat attached as Exhibit B. The designation of common areas within the Project are for the benefit of the Owners and Occupants of the Units, and their guests and invitees.

1.11. “Common Expenses” shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Areas and Facilities which are maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to

managers, accountants, attorneys and employees; (d) utilities (other than separately metered utilities for the Units), trash pickup and disposal, extermination, security, gardening and other related services; (e) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Board in its discretion; (f) the establishment of reasonable reserves as the Board shall deem appropriate in its discretion for the periodic maintenance, repair, and replacement of the Common Areas and Facilities, which shall in no event be less than two (2) months of the estimated Assessments for each Unit; and (g) other miscellaneous charges incurred by the Association or the Board pursuant to this Declaration, the Bylaws or Association Rules in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association.

1.12. “Condominium” means this business condominium project wherein fee simple title to single units in a multi-unit project, together with an undivided interest in the Common Areas and Facilities of the property are owned separately by the Unit Owners.

1.13. “Condominium Unit” shall mean and refer to a discreet office space that is sold as a separate unit within the condominium building, together with all improvements located in or with respect to the Condominium Unit concerned which are used in connection with such Unit.

1.14. “Declarant” shall mean The Lofts at Deer Haven LLC, a Utah Limited Liability Company, and the successors and assigns of Declarant’s rights hereunder.

1.15. “Declaration” shall mean this Declaration including all exhibits attached hereto, which are hereby incorporated by this reference, and any and all amendments hereof and supplements hereto.

1.16. “Development” shall at any point in time mean, refer to, and consist of the Building and improvements on the Project then in existence.

1.17. “Exclusive Limited Common Area and Facility” means a portion of the Common Areas and Facilities, if any, specifically designated as a Limited Common Area and Facility in this Declaration or the Plat and allocated by this Declaration or the Plat for the exclusive use of one or more but fewer than all of the Units.

1.18. “Lender” shall mean a holder of a mortgage or deed of trust on a Unit.

1.19. “Member” shall mean and refer to every person who holds a membership in the Association.

1.20. “Mortgage” shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Condominium Unit or any property by a mortgage, trust deed or deed of trust.

1.21. “Mortgagee” shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.22. “Occupant” shall mean a Person or Persons, other than an Owner, in possession of, or using a Unit, including, without limitation, family members, tenants, guests, or invitees.

1.23. “Officers” shall mean and refer to the Officers of the Association as duly elected or appointed in accordance with the terms and conditions of the articles of incorporation and bylaws of the Association.

1.24. “Owner” shall mean and refer to the person or entity who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term “Owner” shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Declarant shall be considered the record Owner of any Unit prior to its initial conveyance by Declarant.

1.25. “Parcel” shall mean the real property which is subject to this Declaration, and which is legally described on Exhibit “A”, and all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.26. “Person” shall mean a natural individual, corporation, limited liability company, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

1.27. “Plat” shall mean and refer to any development plat, any plat of a condominium office building, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Condominium Units within the building; and (c) which is filed for record in the office of the County Recorder of Wasatch County, Utah.

1.28. “Property” shall mean the Parcel, together with all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.29. “Restrictions” shall mean the covenants, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

1.30. “Supplemental Declarant Rights” shall mean the rights granted to Declarant in this Declaration to do any of the following:

- (a) Construct any improvements provided for in this Declaration;
- (b) Maintain sales offices, models, and signs advertising the Condominium;
- (c) Use easements upon the Common Areas and Facilities for the purpose of making improvements or marketing units within the Parcel; and
- (d) Appoint or remove any Officer or Board Member of the Association prior to the Turnover Date, as defined herein.

1.31. “Supplemental Declaration” shall mean a written instrument recorded in the records of the County Recorder of Wasatch County, Utah, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

1.32. “Turnover Date” shall mean the date upon which Declarant shall have sold at least three of the five units to separate Unit Owners.

1.33. “Unit” shall mean either a separate physical part of the property intended for any type of independent use, including one or more rooms situated in a building comprising part of the Condominium, designed or intended for independent ownership and occupancy as a Unit. The respective Allocated Interest in the Common Area and Facilities is appurtenant to the Unit.

1.34. “Unit Number” shall mean the number, symbol, or address that identifies one Unit in the Condominium.

II. PROPERTY DESCRIPTION

2.1. Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Wasatch County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all water rights and all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities, provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct the building as shown on the approved plans; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire fourteen (14) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; 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; and all easements and rights-of-way of record.

DESCRIPTION OF THE UNITS, LIMITED COMMON AREAS AND FACILITIES, COMMON AREAS AND FACILITIES, ALLOCATED INTERESTS AND PLAT

2.2. Description of Boundaries of Each Unit and Unit Number. The Unit Numbers of each of the Units within the Condominium are set forth on the Plat. If a boundary is not a common wall, the boundary is defined as the legal description set forth on the plat. The horizontal boundaries of each Unit that shares or may share a common wall as a boundary shall be the underside of the finished but undecorated ceiling and the top of the finished but undecorated floor of the Unit as shown on the Plat. The vertical boundaries of each Unit that shares or may share a common wall shall be the interiors of the finished but undecorated walls located on the perimeter lines of the respective Units as shown on the Plat. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces are part of the Unit, and all other and structural portions of the walls, floors, columns, or ceilings are part of the Common Areas and Facilities. If any pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, or sewer lines, or any other similar fixtures lie partially or wholly within or outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Area and Facility allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Area and Facilities is part of the Common Areas and Facilities. Subject to the preceding sentence, each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries shall be part of the Unit. An Owner shall have the right to own and combine two (2) or more Units, subject to the requirements of applicable local and state law. Conveyance of a Unit includes the use of the Limited Common Areas and Facilities appurtenant to said Unit.

2.3. Description of Exclusive Limited Common Areas and Facilities for Entrances. The common areas so designated on the Plat, if any, shall be designated as Exclusive Limited Common Areas for purposes of this Declaration. Exclusive Limited Common Areas and Facilities shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

2.4. Description of Common Areas and Facilities. The Common Areas and Facilities shall consist of the entire Condominium, excluding the Units and any Exclusive Limited Common Areas and Facilities appurtenant thereto.

2.5. Undivided Interest of Each Unit in the Common Areas and Facilities. Each Unit in the Condominium shall have the Allocated Interest in the Common Areas and Facilities as set forth in Exhibit "B".

2.6. Votes in the Association. In all matters to be voted upon by the Association, each Unit in the Condominium shall be entitled to the percentage of votes that directly corresponds with each Unit's Allocated Interest as set forth in Exhibit "B", attached hereto and incorporated herein by reference, the Articles of Incorporation of the Association, and the Bylaws of the Association.

2.7. Allocated Interest of Each Unit in the Common Expenses of Condominium. Each Unit in the Condominium shall have responsibility for the Common Expenses of the Condominium in accordance with each Unit's Allocated Interest. For example, if Unit 1 has an Allocated Interest of 50% it would be responsible for 50% of the Common Expenses of the Condominium. The Allocated Interest will apply to any and all assessments imposed on the Units by the Association.

2.8. Current Statement of Allocated Interest. The Allocated Interest of each Unit for purposes of this Declaration is set forth in Exhibit “B”, attached hereto and incorporated herein by reference.

2.9. Plat. The Plat is hereby incorporated into, and made an integral part of, this Declaration and all requirements and specifications set forth on the Plat and which are required by the Act are deemed included in this Declaration.

III. CREATION OF THE CONDOMINIUM

3.1. Submission. Declarant hereby submits and subjects the Property to a Condominium pursuant to the Act, and in furtherance thereof, makes and declares the Restrictions contained in this Declaration, and Declarant hereby declares and agrees that the Condominium and all of the Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns.

3.2. Name and Location. The Condominium shall be named and known as the Deer Haven Condominium. The Condominium project is located in Heber City, Wasatch County, Utah, and the legal description of the real estate included in the Condominium is the Parcel set forth on EXHIBIT “A”. The name of the Association is the Deer Haven Condominium Owner’s Association, which has jurisdiction over all Units within the Project.

3.3. Interpretation of Declaration and Applicability of the Act. Declarant intends that the Condominium shall be governed by the Act, except where (in compliance with the Act) Declarant has included specific provisions in this Declaration which legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration which are contrary to the Act shall govern the Condominium.

3.4. Agent for Service of Process. Michael Petersen, 3200 E. Center Street, Heber City, Utah 84032, shall be the person to receive service of process for the Condominium pursuant to Section 57-8-10(2)(d)(iii) of the Act until such time as the Board shall duly appoint a new agent and file a supplement hereto.

ARTICLE 4 MAINTENANCE AND UTILITIES

4.1. Maintenance of Common Areas and Facilities. Each Owner shall be responsible for his or her portion, as established by the Allocated Interest, of all maintenance, repairs, and replacements of the Common Areas and Facilities, including without limitation: (a) the maintenance of all external walls of the Units (except for those shared walls or areas designated as Exclusive Limited Common Area addressed in section 4.2 below); (b) the maintenance of the roof and roofing of the Units; (c) repair and replacement of all window, skylights, and door glass or equivalent materials and the interior and exterior cleaning of such window and door glass; (c) the maintenance of (in an open and unobstructed condition) all septic, sewer and drainage pipes, tanks and systems, water, septic, sewer and all other utility lines serving any Unit

between the points at which the same enter the respective Unit and the points where the same join the utility lines serving other Units in the Condominium; (d) maintenance, replacement, repair and restoration of all of the following: lighting fixtures including exterior building mounted lights, fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as exist in the Common Areas; (e) the maintenance of exterior screens, and shutters in a clean and sanitary condition, free of pests and rodents, and in good order and repair; and (f) any and all assessments for common area or exclusive limited common area maintenance assessed to the Units. An Owner may make non-structural alterations within its Unit or combined Units which do not affect an Exclusive Limited Common Area or the other Units. The Owner shall not make any structural or exterior alterations of the Common Areas and Facilities or the Exclusive Limited Common Areas and Facilities without the prior written approval of the Board.

4.2 Maintenance of Common Areas and Facilities and Non-exclusive Limited Common Areas and Facilities. The Units shall be subject to, and shall pay in full, any assessment issued by the Condominium Association for the following:

(a) Maintain, repair, replace and otherwise manage the Common Areas and Facilities, including, but not limited to, the landscaping, parking areas, and streets, if any, located thereon and maintain all parking areas and exterior parking lights, walkway and landscape area lights which are designated as common areas;

(b) Replace injured and diseased trees or other vegetation in any Common Areas and Facilities, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil or for aesthetic purposes;

(c) Place and maintain upon any Common Areas and Facilities, such signs, markers and lights as the Board may deem appropriate for the proper identification use and regulation thereof, subject to the approval of the Board;

(d) Pay all electrical, water, septic and sewer, gas and other utility charges or fees for services furnished to the Common Areas and Facilities as the same become due and payable; and

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Areas and Facilities and the beauty thereof, in accordance with the general purposes specified in this Declaration.

4.3. Maintenance of Units. Each owner of a Unit shall maintain its Unit in a manner that maintains the safety, attractive appearance and value of the Condominium. If an Owner fails to so maintain his Unit or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Condominium, or if an Owner shall fail to observe any covenant or restriction imposed on such Owner by the terms of the Declaration, then the Board or its authorized representative shall give written notice to such Owner stating with particularity the nature of the default and the collective action which the Board determines to be required and requesting that the same be carried out within a period of fourteen (14) days after the giving of such written notice. If such Owner fails to carry out such action within the period specified by the notice,

the Board may cause such action to be taken and may levy a Special Assessment for the cost thereof on such Owner, such Special Assessment to be due and payable within thirty (30) days after the Board gives written notice thereof and to be secured by the Assessment lien created in Section 6.1 of this Declaration.

4.4. Utilities. Gas and electrical utilities shall be metered separately for each Unit, and each Unit Owner shall be responsible to pay for these utilities when billed. All utilities and utility charges for individual Units shall be the responsibility of the respective Unit Owner (except those utility costs, which are metered collectively, and paid by the Association as a Common Expense item).

ARTICLE 5 MANAGEMENT

5.1. Organization. The Association will be organized no later than the date the first Unit in the Condominium is conveyed to an Owner other than Declarant to serve as the governing body for all Owners and shall make provisions for the maintenance, repair, replacement, administration and operation of the Common Areas and Facilities, assessment of expenses, payment of losses, division of profits, acquisition of hazard insurance and disposition of such hazard insurance proceeds, and other matters as provided in the Act, the Declaration and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the Declaration, the Articles and the Bylaws.

5.2. Management. The governing body of the Association shall be a Board of Directors. The Board shall consist of not less than three (3) less and not more than five (5) members. Each Unit shall be entitled to one member on the Board, by appointment. Except as otherwise provided in this Declaration, the Bylaws, or Association Rules, the Board may act in all instances on behalf of the Association.

5.3. Right of Association to Enter Units. The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice (and at any time in case of an emergency) to enter upon or in any Unit to abate any infractions, to make repairs, or correct any violation of any of the Restrictions herein set forth, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by the lien provided in Section 6.1.

5.4. Association Rules. The Board, as established may adopt and administer Association Rules in furtherance of the Bylaws for the regulation and operation of the Condominium.

5.5. Availability of Condominium Documents. The Association will maintain current copies of this Declaration, the Articles, Bylaws, and Association Rules concerning the Condominium and the Association's own books, records, and financial statements available for inspection, upon the reasonable request, during normal business hours by any Owner or Lender (or any insurer or guarantor of a Lender).

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.1. Creation of Lien and Personal Obligation for Assessment. Each Owner, including Declarant to the extent Declarant is an Owner as defined herein, of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it

shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys' fees, court costs and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due. The personal obligation shall not pass to the successor in title of an Owner unless expressly assumed by such successor.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Owners, the management, maintenance care, preservation and protection of the Condominium, enhancing the quality of life in the Condominium and the value of the Condominium including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Facilities, or in furtherance of any other duty or power of the Association.

6.3. Regular Assessment. The Board shall determine the amount of the regular Assessments, if any, to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in installments as determined by the Board.

6.4. Capital Improvement Assessments. In addition to regular Assessments, the Board may levy in any fiscal year a capital improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Areas and Facilities, including the fixtures and personal property related thereto. The Board shall not impose a capital improvement Assessment exceeding ten percent (10%) of the then estimated annual Common Expenses without the approval of Owners holding a majority of the Allocated Interests in the votes of the Association. All amounts collected as capital improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account or the Association's account for reserve funds, to be held in trust for such purposes and said funds shall not be commingled with any other funds (other than reserve funds) of the Association.

6.5. Percentage Assessments. Except as otherwise provided herein, all Assessments (other than Special Assessments) shall apply based on the Allocated Interest for each Unit as contained in EXHIBIT "B", as amended from time to time.

6.6. Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of regular and Special Assessments, provided that said procedures are not inconsistent with the provisions hereof.

6.7. Certificate of Payment. The Association shall, within twenty (20) business days after written demand, furnish to any Owner liable for Assessments a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any.

6.8. Special Assessments. Special Assessments shall be levied by the Board against a Unit and its Owner to reimburse the Association for:

(a) costs incurred in bringing an Owner and his Unit into compliance with the provisions of the Declaration, the Articles, the Bylaws or Association Rules;

(b) costs associated with the maintenance, repair or replacement of any Common Area, Exclusive Limited Common Area, or Facility assigned to such Unit;

(c) any other charge designated as a Special Assessment in this Declaration, the Articles, the Bylaws or Association Rules; and,

(d) attorneys' fees, interest and other charges relating thereto as provided in this Declaration.

6.9. Date of Commencement of Assessments. Regular and other Assessments as to Units within the Condominium shall commence as to all Units as determined by the Board.

6.10. Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Condominium, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

ARTICLE 7

EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES

7.1. Due Date and Delinquency. Assessments shall be issued no less than yearly, unless otherwise agreed to by the Board. Payment for assessments shall be due on January 1, of each year. Any Assessment, which is not paid within thirty (30) days after it becomes due, shall be delinquent. Whenever an Assessment is delinquent, the Board may at its option invoke any or all of the sanctions provided for herein.

7.2. Collection Charge. If any Assessment is delinquent, the Owner shall be obligated to pay the collection charge established by the Board as provided for in the Bylaws. The amount of such collection charge until paid shall constitute part of the Assessment lien as provided for in Section 6.1 of this Declaration.

7.3. Interest. If any Assessment is delinquent, interest at the rate established by the Board as set forth in the Bylaws at the time may be assessed on the amount owing from the date due until such time as it is paid.

7.4. Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay same or foreclose the Assessment lien, provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. The costs of preparing and filing the complaint shall be assessed

against the delinquent Owner and his Unit and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and/or collection charges, if appropriate) in the event that a judgment is obtained by the Association. Each Owner vests in the Association or its assigns the right and power to bring actions at law and/or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

7.5. Foreclosure Sale. Any foreclosure provided for in this Declaration is to be conducted in compliance with applicable provisions relating to the foreclosure of realty mortgages in the State of Utah. The Association, upon approval by a majority of the Allocated Interests in the votes of the Association, may through its duly authorized agents have and exercise the power to bid on the Unit at the foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit,

7.6. Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association and the Owner's right to use all or any portion of the Common Area and Facilities (exclusive of the Limited Common Areas and Facilities appurtenant to the Owner's Unit) for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.

ARTICLE 8 EASEMENTS

8.1. General Easements to Units for Ingress/Egress and Common Usage.

a) Easements for Ingress and Egress. Subject to this Declaration and the Association Rules, non-exclusive reciprocal easements are hereby reserved and created for the purpose of establishing access to each Unit, ingress and egress to each Unit, and use and enjoyment in favor of each Owner, upon, across, over, under and through the Condominium. These easements shall remain unobstructed at all times. If a door lies in the path of an easement, it will require a crash bar on the side of the door leading to the exit area in case of an emergency.

b) Easements for Common Usage. Subject to this Declaration and the Association Rules, non-exclusive reciprocal easements are hereby reserved and created for the purpose of the use of all pipes, wires, ducts, cables, conduits, and public utility lines across all Units, either presently existing or required in the future, which easements shall be appurtenant to each Unit. The Association, acting through the Board or its authorized agent, and public utility companies providing service to the Condominium, shall have non-exclusive easements with the right of access to each Unit to make inspections, to remove violations, and to maintain, repair, or replace each Unit.

8.2. Public Utilities. Easements and rights over the Condominium for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Condominium are hereby reserved by Declarant and, after the Turnover Date, to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights shall not unreasonably interfere with the use of the Common Areas and Facilities and the Units by the Owners or Occupants. Declarant or the Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and right-of-way in, on, over or under the Common Areas and Facilities for the purpose

of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any similar public or quasi-public improvements or facility, and each Owner in accepting the deed in a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association and Declarant (as long as Declarant owns one or more Units in the Condominium) as attorney in fact of such Owner to execute any and all instruments conveying or creating such easements or right-of-way. However, no such easement can be granted if it would permanently interfere with the use, occupancy, or enjoyment by any Owner or such Owner's Unit.

8.3. Easements for Encroachments. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of the manner in which the buildings have been constructed or due to settling, shifting, alteration, replacement, repair, or restoration by Declarant or the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist so long as the buildings stand.

8.4. Development Easements for Declarant. Until all Units have been sold by Declarant, there are hereby reserved to Declarant, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights upon, across, over, under and through the Condominium for construction, display (including the use of the Units as models), maintenance, sales and exhibit purposes (including the use of signs and other advertising devices) in connection with the erection, remodeling and sale or lease of Units within the Condominium; provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners or Occupants in the reasonable use and enjoyment of their Units.

8.5 Parking. There are no designated parking stalls that shall be used for the sole purpose of one or more of the Units. All parking is available for use by Unit Owners. Unit Owners understand that assessments for parking lot maintenance, snow removal, landscaping, etc., will be assessed to The Lofts at Deer Haven LLC by the Association, and will be split amongst the Units in accordance with their Allocated Interests.

ARTICLE 9 USE RESTRICTIONS

9.1 Signs. Prior to the placement of any signs on any Unit in the Condominium, the Unit Owner shall obtain the prior written consent of Heber City.

9.2. Nuisance. No noxious or offensive activity shall be carried on upon the Condominium, nor shall any activity which might be or become an annoyance or nuisance to Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Condominium in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. Nothing included herein shall be construed to prevent the owners of units 2 and 4 from engaging in all forms of construction necessary to construct such buildings as anticipated or deemed necessary by a unit owner with the approval of the association.

9.3. Permitted Uses. This Condominium is intended to be a business and professional office project. Subject to the other limitations contained in this Article 9 inclusive, and the restrictions specifically mentioned herein, the Owner of a Unit may conduct any business within the Unit but only as authorized by the applicable laws and ordinances of Heber City as amended from time to time.

(a) No smoke shops, vape shops or similar uses or establishments are allowed in the Condominium.

(b) No hair salons, nail salons or other similar uses or establishments are allowed in the Condominium.

(c) No tattoo parlors or similar uses or establishments are allowed in the Condominium.

(d) No restaurants or similar uses or establishments are allowed in the Condominium.

(e) No uses which cause unusual or unreasonable noxious noises, odors, fumes, etc.

9.4. Parking/Visitor Parking. The following applies to all Common Area and Limited Common Areas and Facilities as designated in the Condominium Declaration:

(a) Unless otherwise specifically authorized in writing by the Association, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles or boats) shall be stored within any portion of the Common Areas or Limited Common Areas and Facilities. The Association may adopt Association Rules relating to the admission and temporary parking of vehicles within the Condominium and Common Areas, and the use of the visitor parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Association, the right to remove or cause to be removed any vehicles that are improperly parked, restrictions on the time visitor spaces may be used, and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments. Nothing included herein shall be construed to prevent Declarant from using temporary structures or trailers for construction and/or sales purposes or engaging in all forms of construction and sales activities within the Condominium.

9.5. External Fixtures. No external items such as, but not limited to, television and radio antennas, satellite dishes, other than those provided in connection with the original construction of the Condominium, and any replacements thereof, shall be constructed, erected, or maintained on any Unit in the Condominium without the prior written consent of the Board. The foregoing notwithstanding, nothing included herein shall be construed as preventing Declarant and its agents and assigns from engaging in all forms of construction and sales activities within the Condominium.

9.6. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of, any Unit without the prior written approval of the Board.

9.7. Unightly Items. All rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited upon any Unit unless obscured

from view of adjoining Units and Common Areas and Facilities. Trash and garbage not disposed of by equipment contained within the Units shall be placed in containers by Owners and Occupants for removal from the Condominium in accordance with Association Rules applicable thereto adopted by the Board. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessment. The foregoing notwithstanding, nothing included herein shall be construed as preventing Declarant and its agents and assigns from engaging in all forms of construction and sales activities within the Condominium.

9.8. Animals. No animals, livestock, birds, reptiles, or poultry of any kind shall be raised, bred, sold or kept in any Unit or upon the Condominium.

9.9. Landscape Maintenance. The Declarant and the Association shall have the right to maintain all landscaping in the Common Areas and Facilities and Limited Areas and Facilities. The Declarant and the Association shall have the right to access all areas of the Condominium, which are necessary for such landscape maintenance.

9.10. Subdivision of Units or Further Restrictions. No Unit shall be split, subdivided, or separated into two or more Units, and no Owner of a Unit shall sell less than all of the Unit.

9.11. Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board or any committee established by the Board for that purpose. By way of illustration but not of limitation the following are considered exterior changes; painting, landscaping, repairs, excavation, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations or other work which in any way alters the exterior appearance of the Property. The Board, or committee established by the Board for that purpose, may designate the design, style, model and manufacturer of any exterior improvement or alteration, which is acceptable to the Board. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board, or any committee established by the Board for that purpose. By way of illustration but not of limitation the following are considered interior structural changes: moving, removing, or altering "load-bearing" walls, doorways, and the like.

9.12. Association Rules. The Association shall have the power to make and adopt reasonable Association Rules with respect to activities which may be conducted on any part of the Condominium. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a regular or special meeting of the Association, Owners representing a majority of the Allocated interests in the votes of the Association vote to the contrary.

9.13. Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Restrictions set forth in Article 9 of this Declaration if the Board determines in its discretion: (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete, and (b) that the activity permitted under the variance will not have any substantial adverse effect

on the Owners ‘ or Occupants of the Condominium and is consistent with the high quality of life intended for owners and users of the Condominium. No Variances may be granted which would materially damage or impair the rights of the other Unit Owners.

9.14 Environmental Matters. Without limiting, and in addition to any other provisions of this Declaration, no Owner or Occupant shall engage, or allow anyone to engage, in any activity or cause or allow the use, generation, manufacture handling, treatment, presence, discharge, emission, disposal, transportation or storage thereof of any Hazardous Materials (as hereafter defined) on or upon the Condominium or within the Parcel. Further, Owners and/or Occupants shall comply with all applicable federal, state, local and otherwise environmental laws, standards, rules, regulations, codes, ordinances, permits, licensing conditions or court or administrative orders, now or hereafter in effect.

(a) As used herein, the term “Hazardous Materials” shall mean or refer to any petroleum or petroleum products, or constituents, pollutants, and dangerous substance, toxic substances, hazardous wastes, hazardous materials or hazardous substances or any other substance that is now or hereafter prohibited, restricted or controlled by federal, state, or local laws, code, ordinance or regulations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6901, et seq, the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq), the Toxic Substance Control Act (15 U.S.C. 2601et seq) and the Water Pollution Control Act (33 U.S.C. 1317 et seq).

ARTICLE 10 INSURANCE

10.1. Authority to Purchase. Commencing not later than the date a Unit is conveyed to a Person other than Declarant, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance required under Utah Code. Ann. § 57-8-29; provided, however, the Association shall always comply with the insurance requirements of the Act.

10.2. Comprehensive Public Liability Insurance. The Association shall carry at all times a comprehensive Public Liability Insurance Policy on the entirety of the Project, including the parking lot and parking stalls at a minimum of \$2,000,000.00 per incident, with an aggregate coverage amount of \$4,000,000.00. The minimum limits set forth in this section may be amended by a majority vote of the Board. The Unit Owners shall pay for this insurance in accordance with their Allocated Interests.

10.3. Insurance Generally. The Board may obtain such other policies of insurance in the name of the Association as the Board deems appropriate to protect the Association and the Owners. If an insurance policy is purchased by the Association, the Board shall have the power to impose assessments to pay for the insurance premiums.

10.4. Insurance Obtained by Owners.

(a) Property Insurance. The Board shall carry property insurance that covers the entire Project, including all property, building and contents, in an amount sufficient to cover total loss or destruction of the respective units. The cost of this insurance shall be assessed to the Unit Owners in accordance with their Allocated Interests. All policies must contain a waiver of subrogation by the insurer as to any and all

claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on co-insurance or on invalidity arising from acts of the insured. Each Unit shall also be required to enter into a written contract agreeing to hold the other harmless and also waiving all rights of subrogation should a fire start in one of the Units that harms or destroys the adjoining Unit.

(b) Commercial General Liability Insurance. A Unit Owner or Occupant/Leasee shall be required to carry general liability insurance in an amount not less than \$1,000,000.00 per occurrence, with an aggregate of \$2,000,000.00 coverage at all times. All units, or in the alternative, all leasees within the Units, shall be required to name the other lessees and Units in the Condominium as an additionally insured party under their general liability insurance, and shall be required to provide proof of such to the Board. Each Unit Owner shall have the obligation to assure its leasees are carrying the appropriate insurance, and to provide proof of such to the Board. Failure to do so shall give the Board power to obtain the necessary insurance and to impose a special assessment on the Unit Owner.

ARTICLE 11 DESTRUCTION OF IMPROVEMENTS

11.1. Destruction of Common Area. In the event of partial or total destruction of any portion of the Common Areas and Facilities within the Condominium, the Board shall promptly take the following action:

(a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids, including the obligation to obtain performance and lien payment bonds;

(b) The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer carrying the policy covering the Condominium; and

(c) Pursuant to Section 57-8-30 of the Act, if the Insurance proceeds are sufficient to reconstruct the building, such proceeds shall be applied to such reconstruction.

11.2 Destruction of Unit. No Unit, if partially or entirely destroyed, shall have an obligation or requirement to rebuild, but shall have an obligation to reconstruct any destroyed Exclusive Limited Common Area shared with another Unit, and may not leave its unit in an uninhabitable or dangerous condition if the Unit Owner chooses not to rebuild.

11.3. Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Areas and Facilities, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area and Facilities. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

ARTICLE 12 EMINENT DOMAIN

12.1. Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a

remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for his Unit and Allocated Interest in the Common Areas and Facilities, regardless of whether any Common Areas and Facilities are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas and Facilities shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute, and record an amendment to the Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken, if such has no legal use, or a use so limited as to destroy the practical value of the piece, becomes a Common Area and Facility.

12.2. Partial Taking of a Unit. Except as provided in Section 12.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of his Unit and Allocated Interest in the Common Areas and Facilities, regardless of whether any Common Areas and Facilities are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas and Facilities shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

12.3. Taking of an Exclusive Limited Common Area and Facility. If the portion of the Condominium taken by eminent domain, or sold under threat thereof, is comprised of or includes any Exclusive Limited Common Area and Facility or portion thereof, the portion of the award attributable to the Limited Common Area and Facility so taken shall be divided among the Owners of the Units to which such Exclusive Limited Common Area and Facility was allocated at the time of the acquisition.

12.4. Taking of the Common Areas and Facilities. If the portion of Condominium taken by eminent domain, or sold under threat thereof, is not comprised of, or include, any Unit or Limited Common Area and Facility, the Board shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring the portion of the Condominium so taken, and the portion of the award not used for restoration shall be divided among the Owners in proportion to their Allocated Interest in the Common Areas and Facilities before the taking.

12.5. Taking of Entire Condominium. In the event the Condominium in its entirety is taken by eminent domain, or sold under threat thereof, the Condominium is terminated, and the provisions of the Act apply.

ARTICLE 13

LIMITATIONS UPON PARTITION AND SEVERANCE

13.1. No Partition. The right to partition the Condominium is hereby suspended, except that the right to partition shall revive and the Condominium may be sold as a whole when the conditions for such action set forth in Article 11 dealing with Destruction of Improvements, and Article 12 dealing with Eminent Domain have been met; provided, however, nothing contained in this Section shall be construed as limiting partition by joint Owners, upon the prior written approval of an applicable Lender, of one or more Units as to individual ownership of such Units provided the Condominium is not terminated.

13.2. No Severance. The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this Section, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

13.3. Proceeds of Partition Sale. If an action is brought for the partition of the Condominium by sale, whether upon the occurrence of an event of destruction and a decision not to reconstruct or the taking of all or a portion of the Condominium by eminent domain, Owners shall share in the proceeds of such sale in the same proportion as their Allocated Interest in the Common Areas and Facilities (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Condominium to encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

ARTICLE 14

GENERAL PROVISIONS

14.1. Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws

14.2. No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.3. Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

14.4. Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or Association Rules by judgment or court order shall in no way affect any other Restrictions or provisions contained herein or therein which shall remain in full force and effect.

14.5. Covenants to Run with the Land: Term. The Restrictions and other provisions of this Declaration shall run with and bind the Condominium as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, unless and until the Condominium is terminated in accordance with section 14.19 below.

14.6. Allocation Upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Condominium, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, who will hold such proceeds for the benefit of the Owners and their Lenders. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Areas and Facilities (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Condominium so encumbered shall extend to each applicable Owner's Interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

14.7. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a commercial condominium community and for the maintenance of the Condominium. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

14.8. Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

14.9. Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

14.10. Attorneys' Fees. In the event any action is instituted to enforce any of the provisions or Restrictions contained in this Declaration, the Bylaws or Association Rules, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of suit.

14.11. Notices. Any notice to be given to an Owner, a Lender or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be delivered personally or placed in the first class United States Mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

(b) Notice to a Lender shall be delivered by first class United States Mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or,

if no such address shall have been furnished, to any office of the Lender in Wasatch County, Utah, or if no such office is located in Wasatch County, to any office of such Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

(c) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, or to any Lender or Lenders, to the address or addresses for the giving of notice pursuant to this Section, shall be deemed conclusive proof of such mailing.

(d) Notice to the Association shall be delivered by registered or certified United States Mail, postage prepaid, addressed to the office of the statutory agent of the Association or as follows:

DEER HAVEN OWNER'S ASSOCIATION
c/o Michael Petersen
3200 E. Center Street
Heber City, UT 84032

Any notice so deposited in the mail shall be deemed delivered upon the date of receipt.

14.12. Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

14.13. Personal Covenant. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant, other Owners or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

14.14. Non-Liability of Officials. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

14.15. Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for and preserving the Common Areas and Facilities and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Areas and Facilities and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

14.16. Notification of Sale and Transfer Fee. Concurrently with the consummation of the sale or other transfer of any Unit, or within fourteen (14) days after the date of such transfer, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable transfer fee payable pursuant to the Association Rules, to cover Association documentation and processing. The Board may establish a transfer fee, from time to time, which shall be no more than the amount of the then current regular monthly assessment. The written notice shall set forth the name of the transferee and his transferor, the street address of the Unit purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien in Section 6.1 hereof Notwithstanding the other provisions hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed or assignment in lieu of foreclosure.

14.17. Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Areas and Facilities that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests or invitees, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including any Limited Common Areas and Facilities, if any, except to the extent (a) that such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (b) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other person temporarily visiting such Unit.

14.18. Conflicting Provisions. In the case of any conflict between this Declaration and the Bylaws, or Association Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow the Declaration to contain provisions contrary to the Act, the Act shall control, and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act.

14.19. Termination of the Condominium. Notwithstanding anything to the contrary herein, and in accordance with Utah Code Ann. § 57-8-22, the Unit Owners agree that should a zoning change, variance or other action from Heber City ever allow for the termination of the Condominium and the subdividing of the Condominium into lots, such action shall be taken if 66% of the Allocated Interests of the Owners vote in favor of terminating the Condominium.

ARTICLE 15 AMENDMENTS

15.1. Amendments by Declarant Prior to First Sale. Except as provided elsewhere in this Declaration, prior to the conveyance of the first Unit to an Owner other than a Declarant, this Declaration

and any amendments thereto may be amended or revoked by the execution by Declarant of an instrument amending or revoking the same.

15.2. Amendments by Declarant After First Sale. Declarant shall have the unilateral right (without obtaining the approval of the Owners, the Association, or existing Lenders) to amend this Declaration until the Turnover Date, if such amendment is required solely: (i) to comply with applicable law or to correct any error or inconsistency of the Declaration and if such amendment does not adversely affect the rights of any Owner or Lender, or (ii) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments (including, without limitation, the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any similar agency). If such amendment bears recitation that it is recorded based on such technical error or the requirements of any of the foregoing agencies, such amendment shall not require approval of any Owners or Lenders.

15.3. General Amendment Requirements. Except as permitted by Article 3, Section 15.1, Section 15.2, or as otherwise permitted or required by the Act, this Declaration may be amended only by vote or agreement of Owners of not less than 70% of the Allocated Interest. Prior to the Turnover Date, this Declaration shall not be amended without Declarant's prior written consent.

15.4. Protection of Declarant's Rights. An amendment shall not terminate or decrease any unexpired Development Right, Special Declarant Right, or period of Declarant control unless the Declarant approves or consents in writing.

15.5. Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the Office of the County Recorder of Wasatch County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved and the Declarant, if the Declarant's consent is also required, and when the amendment has been recorded in the Office of the County Recorder of Wasatch County, Utah.

15.6. Lender Approval. Subject to the foregoing, any provision of this Declaration which expressly requires the approval of a specified percentage of the Lenders for action to be taken under said provision can be amended only with the affirmative written assent or vote of not less than the same percentage of the Lenders; provided that in the event approval is requested in writing from a Lender with respect to a proposed amendment and a negative response is not returned within thirty (30) days following the Lender's receipt of the request, by certified or registered mail, with a return receipt requested, the Lender shall be deemed to have approved the proposed amendment.

[Acknowledgements and Signatures on following Page]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this ____ day of _____, 2020.

DECLARANT:

THE LOFTS AT DEER HAVEN LLC

By: Michael Petersen

Its: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF WASATCH)

On this ____ day of _____, 2020, Michael Petersen personally appeared before me and affirmed that he executed the foregoing DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER HAVEN CONDOMINIUM OWNER'S ASSOCIATION in his capacity as the Manager of The Lofts at Deer Haven LLC, and that he has been duly authorized by the company to make this dedication on its behalf.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION (excluding mineral rights)

BYLAWS
OF
DEER HAVEN CONDOMINIUM OWNER'S ASSOCIATION, INC.
A Utah Nonprofit Corporation
Organized Under the Utah Revised Nonprofit Corporation Act

**BYLAWS
OF
DEER HAVEN CONDOMINIUM OWNER'S ASSOCIATION, INC.
A UTAH NONPROFIT CORPORATION**

The administration of Deer Haven Condominium Owner's Association, Inc. (the "Association") shall be governed by the Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated), and the Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated), the Declaration of the Deer Haven Condominium Owner's Association, recorded on _____, 2020, as Entry No. _____, in Book ____, beginning at Page No. ____ of the official records of Wasatch County, Utah (the "Declaration"); the Articles of Incorporation for Deer Haven Condominium Owner's Association, Inc. (the "Articles"); and these Bylaws (as the Declaration, Articles and these Bylaws may from time to time be amended).

I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND APPLICATION

1. Name. The name of the Association is "Deer Haven Condominium Owner's Association".
2. Principal Office. The principal office of the Association shall be located at 3200 E. Center Street, Heber City, Utah 84032, or at any other place as may be designated in the most recent document on file with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division") providing information regarding the principal office of the Association. The Association shall maintain at its principal office a copy of such corporate records as may be required by Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act (the "Act").
3. Registered Office. The registered office of the Association required to be maintained by Section 16-6a-501 of the Act shall be the registered office as originally so designated in the Association's Articles of Incorporation or subsequently designated as the Association's registered office in the most recent document on file with the Division providing such information. The Association shall maintain a registered agent at the registered office, as required by Section 16-6a-501 of the Act. The registered office and registered agent may be changed from time to time as provided in Sections 16-6a-501 and 502 of the Act.
4. Definitions. These Bylaws shall operate under the Act, as amended. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in Section 1 of the Declaration, unless the context indicates otherwise.
5. Bylaws' Application. All present and future Owners, mortgagees, lessees and Occupants of Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

II. MEMBERSHIP, VOTING AND MEETINGS

1. Association Membership; Voting. Every Owner of a Unit, including Declarant, shall be a member of the Association ("Member"), and the Declarant shall be a member of the Association so long as it owns any part of the Project (unless and until the Declarant expressly relinquishes in writing its status as a Member). The foregoing is not intended to include a person or entity who holds an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's Association Membership.

2. Classes of Association Membership; Voting. The Association shall have two classes of voting memberships (each, an "Association Membership"):

A. Class A Association Memberships. All Association Memberships shall be Class A Association Memberships except the Class B Association Memberships held by the Declarant. Each Owner of a Unit shall become a Class A Association Member of the Association and shall receive an Association Membership for each Unit held by the Owner. Each Class A Association Membership shall have the voting rights (as set forth in percentages) set forth in Exhibit A. Each Owner shall be entitled to vote for each Class A Association Membership held by the Owner (each, a "Class A Vote"), subject to the authority of the Board to suspend the voting rights of the Owner for violations of the Declaration in accordance with its provisions thereof. Each Class A Association Membership in the Association shall be held jointly by all Owners of a Unit.

B. Class B Association Memberships. Declarant shall be a Class B Association Member of the Association and shall possess one (1) Class B Association Membership for each Unit held by Declarant. Each Class B Association Membership shall have the voting rights associated with the Unit owned as set forth in percentages in Exhibit A. Class B Association Memberships shall cease and shall be converted to Class A Association Memberships at such time as 50% of the Units of the entire Condominium are sold by Declarant.

C. Vote Calculations. Except as otherwise expressly provided in the Declaration or in any of the other Project Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of Members at which a quorum is present shall be decided by a simple majority of all votes represented in person or by valid proxy at such meeting, regardless of whether such votes are otherwise deemed to be Class A Votes or Class B Votes.

D. Voting Procedures. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees, upon the execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Class A Association Membership must be cast as a unit, and fractional votes shall not be allowed. If any Class A Association Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Unit unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Unit, the vote for that Unit shall be deemed void and shall not be counted.

3. Association Membership Rights. Each Member shall have the rights, duties and obligations set forth in the Declaration as the same may be amended from time to time.

4. Transfer of Class A Association Membership. The rights and obligations of the Owner of a Class A Association Membership in the Association shall not be assigned, transferred, pledged,

designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Unit and then only to the transferee of ownership to the Unit. A transfer of ownership to a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Unit shall operate to transfer the Class A Association Membership(s) appurtenant to such Unit to the new Owner(s) thereof.

5. Annual Meeting. The annual meeting of Members shall be held each year on a date and at a time designated by the Members. At the meeting, Trustees (as defined below) shall be elected and any other proper business may be transacted. If the election of Trustees shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a meeting of the Members as soon thereafter as may be convenient. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

6. Special Meetings. Special meetings of the Association may be called by the Declarant, the President, the Board, or Members representing at least fifty percent (50%) or more of the votes of the Association.

7. Place of Meetings. Each annual or special meeting of the Members shall be held at such place within the Project as may be designated by the Board. In the absence of any such designation, meetings shall be held at the principal office of the Association.

8. Notice of Meetings.

A. Required Notice. The Association shall give notice to Members of the date, time, and place of each annual and special meeting of Members no fewer than ten (10) nor more than sixty (60) days before the meeting date, in accordance with the requirements of Section 16-6a-704 of the Act. Unless otherwise required by law or the Articles, the Association is required to give the notice only to Members entitled to vote at the meeting.

B. Contents of Notice. The notice of each special meeting must include a description of the purpose or purposes for which the meeting is called. Except as provided in this Section 2.8, or as otherwise required by the Act, other applicable law, or the Articles, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

C. Adjourned Meeting. If any annual or special meeting of Members is adjourned to a different date, time or place, then subject to the requirements of the following sentence notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 2.9 of these Bylaws, notice of the adjourned meeting must be given pursuant to the requirements of Section 2.9 of these Bylaws to Members of record entitled to vote at the meeting.

D. Waiver of Notice. A Member may waive notice of any meeting (or any other notice required by the Act, the Articles or these Bylaws) by a writing signed by the Member entitled to the notice, which is delivered to the Association (either before or after the date and time stated in the notice as the date and time when any action will occur), for inclusion in the minutes or filing with the Association records. A Member's attendance at a meeting: waives objection to lack of notice or defective notice of the meeting, unless the Association Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and waives objection to

consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

9. Fixing of Record Date. For the purpose of determining the Class A Association Members entitled to: notice of or to vote at any meeting of Members or any adjournment thereof; take action without a meeting; demand a special meeting; or take any other action, the Board may fix in advance a date as the record date. As provided in Section 16-6a-706(4) of the Act, a record date fixed pursuant to such section may not be more than seventy (70) days prior to the date on which the particular meeting or action requiring such determination of Members is to be taken. If no record date is otherwise fixed by the Board as provided herein, then the record date for the purposes set forth below shall be the close of business on the dates indicated:

A. Annual or Special Meeting. With respect to a determination of Members entitled to notice of and to vote at an annual or special meeting of Members, the day before the first notice is delivered to Members.

B. Demand for Special Meeting. With respect to a determination of Members entitled to demand a special meeting of Members, the later of the earliest date of any of the demands pursuant to which the meeting is called, and the date that is sixty (60) days prior to the date the first of the written demands pursuant to which the meeting is called is received by the Association.

C. Action Without Meeting. With respect to a determination of Members entitled to take action without a meeting (pursuant to Section 2.16 of these Bylaws) or entitled to be given notice of an action so taken, the date the first Member delivers to the Association a writing upon which the action is taken.

A determination of Members entitled to notice of or to vote at any meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

10. Member List for Meetings. The officer or agent having charge of the membership transfer books for Memberships of the Association shall prepare a list of the names of all Members entitled to be given notice of, and to vote at, each meeting of Members. The list must be in alphabetical order and must show the address of, and the number of votes held by, each Member. The Member list must be available for inspection by any Member beginning on the earlier of ten (10) days before the meeting for which the list was prepared, or two (2) business days after notice of the meeting is given and continuing through the meeting and any adjournments thereof. The list must be available at the Association's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A Member or a Member's agent or attorney is entitled on written demand to the Association, to inspect and copy, at such Member's sole and exclusive expense, the list during regular business hours, during the period it is available for inspection. The list is to be available at the meeting for which it was prepared, and any Member or any Member's agent or attorney is entitled to inspect the list at any time during the meeting for any purpose germane to the meeting. The Member list is to be maintained in written form or in another form capable of conversion into written form within a reasonable time.

11. Quorum and Adjournment. A quorum shall consist of fifty percent (50%) of the Class A Votes. In the absence of a quorum at an Association meeting, a majority of those present in person may adjourn the meeting to another time but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be twenty-five percent (25%) of the

Class A Votes and/or Class B Votes, if any, of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings of the Association.

12. Business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Association Members representing at least twenty-five percent (25%) of the total Class A and Class B Votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the Class A Votes and Class B Votes required to constitute a quorum.

13. Proxies. Members may vote by proxy. No proxy shall be valid unless signed by the Owner or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. A proxy is valid for eleven (11) months from its date of execution, unless a longer period is expressly provided in the proxy.

14. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. *Robert's Rules of Order* (latest edition) shall govern the conduct of the Association's meeting when not in conflict with these Bylaws.

15. Minutes. Minutes of the annual and special meetings of the Association shall be distributed to each Member within sixty (60) days after the meeting.

16. Action Without Meeting. Unless otherwise provided in the Articles, and subject to the provisions of Section 707 of the Act, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action so taken, shall be signed by Members having no less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which a quorum was present and voted. Unless the written consents of all Members entitled to vote have been obtained, notice of any Member approval without a meeting shall be given at least ten (10) days before the consummation of the action authorized by the approval. Such notice shall meet the requirements of Section 2.9 above and be delivered to all Members identified pursuant to Section 707(2) of the Act. An action taken by written consent of the Members as provided herein has the same effect as action taken at a meeting of such members and may be so described in any document.

A. Revocation of Written Consent. Any Member giving a written consent, or the Member's proxy holder, personal representative or transferee may revoke a consent by a signed writing describing the action and stating that the Member's prior consent is revoked, if the writing is received by the Association prior to the effectiveness of the action.

B. Termination of Written Consent. An action taken by written consent of the Members as provided herein is not effective unless all written consents on which the Association relies for the taking of the action are received by the Association within a sixty-day period. An action so taken is effective as of the date the last written consent necessary to affect the action is received by the Association, unless all of the written consents necessary to affect the action specify a later date as the effective date of the action, in which case the later date shall be the effective date of the action.

C. Method of Transmission of Consents. Unless otherwise provided in these Bylaws, the written consents may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto.

D. Election of Trustees by Written Consent. Notwithstanding the other provisions of these Bylaws, Trustees may not be elected by written consent except by unanimous written consent of all Association Memberships entitled to vote for the election of Trustees.

E. Record Date. As set forth in Section 2.10, if not otherwise determined as permitted by the Act and these Bylaws, the record date for determining Members entitled to take action without a meeting or entitled to be given notice of any action so taken is the date the first Member delivers to the Association a writing upon which the action is taken.

F. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by an Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

G. Meetings by Telecommunication. Unless otherwise provided in these Bylaws, any or all of the Members may participate in an annual or special meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting can hear each other during the meeting. A Member participating in a meeting by this means in considered to be present in person at the meeting.

17. Maintenance of Records and Member Inspection Rights.

A. Corporate Records. As required by Section 1601 of the Act, the Association shall keep as permanent records minutes of all meetings of its Members and Board, a record of all actions taken by the Members or Board without a meeting, a record of all actions taken on behalf of the Association by a committee of the Board in place of the Board, and a record of all waivers of notices of meetings of Members, meetings of the Board, or any meetings of committees of the Board. The Association shall also maintain appropriate accounting and Member records as required by the statute. The Association shall keep at its principal office those corporate records and documents identified in Section 1601(5) of the Act and listed in the following paragraph.

B. Inspection Rights of Records Required at Principal Office. Pursuant to Section 1602(l) of the Act, a Member or Trustee of the Association (or such personal agent or attorney) who gives the Association written notice of the demand at least five (5) business days before the proposed inspection date, has the right to inspect and copy, at such Member's or Trustee's sole and exclusive expense, during regular business hours, any of the following records, all of which the Association is required to keep at its principal office:

1. its Articles of Incorporation as then in effect;
2. its Bylaws as then in effect;

3. the minutes of all Members, meetings, and records of all actions taken by Members without a meeting, for the past three (3) years;
4. all written communications within the past three (3) years to Members as a group or to the holders of any class or series of Association Memberships as a group;
5. a list of the names and addresses of its current officers and Trustees;
6. its most recent annual report delivered to the Division; and
7. all financial statements prepared for periods ending during the last three (3) years that a Member could request under Section 1605 of the Act.

C. Conditional Inspection Rights. In addition to the inspection rights set forth in paragraph 2.19 above, as provided in Section 1602(2) of the Act, a Member or Trustee of the Association (or such person's agent or attorney) who gives the Association a written demand in good faith and for a proper purpose at least five (5) business days before the requested inspection date, and describes in the demand with reasonable particularity the records proposed to be inspected and the purpose of the inspection, is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association:

1. excerpts from minutes of meetings of, and from actions taken by, the Members, the Board, or any committees of the Board, to the extent not subject to inspection under paragraph 2.19 of this Section;
2. accounting records of the Association; and
3. the record of Members (compiled no earlier than the date of the demand for inspection).

For the purposes of paragraph 2.17, a proper purpose means a purpose reasonably related to the demanding party's interest as a Member or Trustee. A party may not use any information obtained through the inspection or copying of records permitted by this paragraph for any purposes other than those set forth in a proper demand as described above, and the officers of the Association are authorized to take appropriate steps to ensure compliance with this limitation.

18. Financial Statements and Share Information. Within fifteen (15) days of receipt of a written request of any Member, the Association shall mail to the requesting Member its most recent annual or quarterly financial statements.

19. Voting for Trustees. Unless otherwise provided in the Articles or the Act, Trustees are elected by a plurality of the Class A Votes and Class B Votes, if any, cast by the Members entitled to vote in the election at a meeting at which a quorum is present, in accordance with the requirements and procedures set forth in Section 804 of the Act. There shall be no cumulative voting. The candidate(s) receiving the most Class A Votes and Class B Votes, if any, shall be elected as Trustees.

III. BOARD OF DIRECTORS

1. Number and Powers. The governing body of the Association shall be the Board of Directors. Cumulative voting shall not apply for the purpose of electing members of the Board. The Board shall consist of not less than three (3) and not more than five (5) members. Each Unit shall be entitled to

one member on the Board, by appointment. Any owner which owns more than one unit shall be entitled to appoint a separate board member for each Unit owned. The fifth seat shall be elected by the Owners of the Units voting their respective Allocated Interest as set forth in Exhibit A. Except as otherwise provided in this Declaration, the Bylaws, or Association Rules, the Board may act in all instances on behalf of the Association. The initial Board shall be appointed by the Declarant and shall serve until the first meeting of the Association, at which time an election of all the Trustees shall be conducted. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager. The Board's responsibilities shall include, but shall not be limited to, the following:

- A. administration, including administrative support as required for the Architectural Review Committee;
- B. preparing and administering an operational budget;
- C. establishing and administering an adequate reserve fund;
- D. scheduling and conducting the annual meeting and other meetings of the Members;
- E. collecting and enforcing the Assessments;
- F. accounting functions and maintaining records;
- G. promulgation and enforcement of the rules and guidelines for the use and enjoyment of the Project and the Common Areas;
- H. pledging future Assessments as collateral to secure Association financing;
- I. maintenance of the Common Areas; and
- J. all the other duties imposed upon the Board pursuant to the Declaration, including enforcement thereof.

2. Declarant Control.

A. The Declaration establishes a period of Declarant control of the Association, during which period the Declarant or persons designated by it have authority to appoint and remove the Trustees and officers of the Board. The period of Declarant control shall terminate no later than the earlier of: (i) two (2) years after the first Unit is conveyed to an Owner; or (ii) after fifty (50%) of the Units have been sold.

B. Not later than the termination of the period of Declarant control, the Members shall elect a Board of no less than five (5) Trustees as established in section 3.1 above. The Trustees and officers of the Board shall take office upon election.

3. Composition. Each Trustee shall have one (1) equal vote. Except with respect to Trustees appointed by the Declarant, the Trustees shall be Members, spouses of such Members, or duly appointed agents of Members.

4. Election and Term of Office. Trustees shall be elected by the Members, or appointed by the other Trustees, as set forth in these Bylaws. Trustees shall hold office for a term of two (2) years, or until the appointment or election of their successors. Trustees may be elected to serve any number of consecutive terms.

5. Removal of Trustees and Vacancies. Any Trustee may be removed, with or without cause, by the vote of Members holding a majority of Class A Votes and Class B Votes, if any, entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Trustee, a successor shall be elected by the Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

A. Removal by Trustees. Any Trustee who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any Assessment or other charge due the Association, may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

B. Appointment by Trustees. In the event of the death, disability, or resignation of a Trustee, the Board may declare a vacancy. If the vacancy is of an appointed member, the appointing owner shall appoint a successor. If the vacancy is the elected member, the board shall appoint a successor to fill the vacancy until the next annual or special meeting, at which time the Members may elect a successor for the remainder of the term.

6. Compensation. No Trustee shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A Votes in the Association at a regular or special meeting. Any Trustee may be reimbursed by the Association for reasonable expenses of the Trustees for attendance at the Board meetings, or any other expenses incurred on behalf of the Association upon approval of a majority of the other Trustees. Trustees may be employed by the Association in another capacity and receive compensation for such employment; provided, further, that such employment shall be approved by vote or in writing by all Trustees not including the Trustee to be employed.

7. Regular Meetings. The Board meetings shall be held at least quarterly at such times and places as the Board shall determine. No notice shall be necessary to the newly elected Board in order to legally constitute such meeting, provided a majority of the Trustees are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

8. Special Meetings. Special meetings of the Board may be called by written notice signed by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The person or persons authorized to call special meetings of the Board may fix the time and place of the meeting so called. Written notice of any special meeting shall be sent to all Trustees not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any Trustee signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

9. Notice. Unless the Articles, Bylaws, or the Act provide otherwise, regular meetings of the Board may be held without notice of the date, time, place, or purposes of the meeting. Unless the Articles or Bylaws provide for a longer or shorter period, special meetings of the Board must be preceded by two

(2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting unless required by the Articles, Bylaws, or the Act. The giving of notice of any meeting shall be governed by the rules set forth in Section 103 of the Act.

10. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

11. Inspection of Books and Records. Any Trustee shall have the right at any reasonable time to inspect the books and records of the Association; provided, however, that the Board may restrict such inspection rights to the extent that the exercise thereof by any Trustee is determined to unduly interfere with the Association's day-to-day business activities.

12. Quorum, Voting and Adjournment. A majority of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. If less than a quorum is present at the meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Trustee may vote or act by proxy at any Board meeting.

13. Open Meetings. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that the Members who are not on the Board may not participate in any deliberation or discussion unless permission to speak is requested on his or her behalf by a Trustee. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may, with the approval of a majority of a quorum of its Trustees, adjourn the meeting and reconvene in executive session, excluding Members, to discuss and vote upon matters of a sensitive nature, such as personnel matters, litigation in which the Association is or may become involved, and similar orders of business.

14. Action Without Meeting. Any action that is required or permitted to be taken at a Board meeting may be taken without a meeting if all of the Board or all Members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Trustees constitutes a quorum. Action taken pursuant to this Section 3.14 shall be a valid corporate action as though it had been authorized at a meeting of the Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the Board meetings.

15. Board Committees. The Board may designate by resolution of the Trustees and appoint the Architectural Review Committee and such other committees and subcommittees as the Board deems appropriate, from time to time. Each committee shall exercise those powers granted to it by an enabling resolution of the Board; provided, however, that no committee shall exercise any power which is excluded from the delegation of power of the Board by the laws of the State of Utah, the Articles, or these Bylaws.

16. Telephonic Conference. Directors or any committee thereof may participate in a meeting of the Board or committee by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

17. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a Board resolution, the fiscal year shall be the calendar year.

18. Action by Owners. Except as specifically provided herein, the Board may not act on behalf of the Association to amend or terminate this Declaration, to elect members of the Board, except in filling vacancies in its membership for the unexpired portion of any term, or to determine the qualifications, powers and duties or terms of the Board of Directors.

IV. OFFICERS

1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint other officers as it finds necessary and such officers shall have the authority to perform the duties prescribed by the Board. Any two offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Board.

2. Election and Term. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

3. Removal and Vacancies. Upon the affirmative vote of a majority of the Board, any officer may be removed, either with or without cause. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled at any regular meeting of the Board or at any special meeting of the Board called for that purpose for the unexpired portion of the term.

4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a nonprofit Association organized under the laws of the State of Utah, including but not limited to the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of treasurer in the absence of the treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

5. Vice President. The Vice President shall perform the functions of the President in his or her absence or inability to serve.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of secretary of a nonprofit Association organized under the laws of the State of Utah. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

7. Treasurer. The Treasurer shall be responsible for Association's funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of treasurer of a nonprofit Association organized under the laws of the State of Utah. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in

banks designated by the Board. Except for reserve funds described below, the Treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two (2) Trustees, one of whom may be the Treasurer if the Treasurer is also a Trustee.

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

9. Execution of Instruments. Except as otherwise provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

10. Statements of Unpaid Assessments. The Treasurer, manager or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid Assessments. The Association may charge a reasonable fee for preparing statements of unpaid Assessments. The amount of this fee and the time of payment shall be established by resolution of the Board.

11. Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the Board and no officer shall be prevented from receiving compensation by reason of the fact that such officer is also a director of the corporation. Appointment as an officer shall not of itself create a contract or other right to compensation for services performed as such officer.

V. ENFORCEMENT

1. Association's General Rights of Enforcement of Provisions of This and Other Instruments. The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the covenants set forth in the Declaration, these Bylaws, and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of the Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. The Association's enforcement rights are set forth in Article 7 of the Declaration.

2. Fine for Violation. The Board may adopt resolutions providing for fines or other monetary penalties for the infraction of the Declaration. The Board may levy fines in amounts that it, in its sole discretion, shall determine to be reasonable for each violation of the Declaration, including those violations which persist after notice and an opportunity for a hearing is given.

3. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article V, the Board may elect to enforce any provision of the Declaration by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the

Owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

VI. INDEMNIFICATION

1. Actions By Or In The Right of The Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Trustee or officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful. No indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper.

2. Successful on the Merits. To the extent that a Trustee, manager, officer, employee, fiduciary or agent of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

3. Determination Required. Any indemnification under Section 6.1 (unless ordered by a court) and as distinguished from Section 6.2, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the Trustee or officer is proper in the circumstances because such individual has met the applicable standard of conduct set forth in Section 6.1 above. Such determination shall be made by the Board by majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding or, if a majority of disinterested Trustees so commands, by independent legal counsel and a written opinion or by Members entitled to vote thereon.

4. Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current Trustee or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Trustee or officer furnishes to the Association a written affirmation of the Trustee's good faith belief that he or she has met the standard of conduct described in Section 6.1, the Trustee or officer furnishes to the Association a written understanding, executed personally or on the Trustee's or officer's behalf to repay the advance if it is ultimately determined that the Trustee or officer did not meet the standard of conduct and a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article VI. The undertaking required in this Section 6.4 shall be an unlimited general obligation of the Trustee or officer but need not be selected and may be accepted without reference to financial ability to make repayment.

5. No Limitation of Rights. The indemnification provided by this Article VI shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested Trustees, or otherwise, nor by any rights which are granted pursuant to the Act.

6. Trustees and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Trustee or an officer of the Association against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such individual against such liability under provisions of this Article VI. The Trustees and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Act.

VII. RECORDS

1. Records and Audits. The Association shall maintain financial records, and such other records as required by the Declaration or the Act. The cost of any audit shall be a Common Expense unless otherwise provided in the Declaration.

2. Examination. The Board shall establish reasonable rules with respect to:

A. Notice to be given to the custodian of the records by the Member or Trustee desiring to make the inspection;

B. Hours and days of the week when such an inspection may be made; and

C. Payment of the cost of reproducing copies of documents requested by a Member or Trustee.

3. Records. The books and accounts for the Association shall be kept in accordance with generally accepted accounting principles under the direction of the Treasurer. At the close of each fiscal year, the books and records of the Association shall be prepared by an independent public accountant approved by the Association, and financial statements shall be prepared by said accountant and distributed to all Members.

VIII. ASSESSMENTS

All Common Expenses shall be assessed in accordance with the Declaration. No Member shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Unit. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Members during regular business hours. In accordance with the actions of the Board in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Assessments and of the payments thereof by each Member. All Assessments shall be a separate, distinct and personal liability of the Members at the time each Assessment is made. The Board shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Assessments. Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Board, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Assessments and the amount of unpaid Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment

of an amount in excess of the unpaid Assessments shown thereon, provided that the former Owner shall remain so liable. The new Owner shall, and the former Owner shall not, be liable for any Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Board for which the Assessment is made relate in whole or in part to any period prior to that date. The Board is authorized to require a reasonable fee for furnishing such statements. In addition to the statements issuable to purchasers, the Board shall, upon ten (10) days' prior written request therefor, provide to any Member, to any person who shall have entered into a binding agreement to purchase a Unit and to any mortgagee, on request at reasonable intervals a current statement of unpaid Assessments for Common Expenses with respect to a Unit. The Board is authorized to require a reasonable fee for furnishing such statements.

IX. AMENDMENT TO BYLAWS

1. By Declarant. Prior to the conveyance of the first Unit by Declarant, Declarant may unilaterally amend these Bylaws. After such conveyance, and notwithstanding anything contained in these Bylaws to the contrary, these Bylaws may be amended unilaterally at any time and from time to time by Declarant (a)if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith to make technical correction to fix mistakes or remove/clarify ambiguities; or (b)if such amendment is reasonably necessary to enable any title insurance company to issue title insurance coverage with respect to the Units subject to the Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing.

2. By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total Class A Votes in the Association. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

X. MISCELLANEOUS

1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by (i) United States mail, first class postage prepaid, (ii) e-mail with confirmation of delivery, or (iii) facsimile transmission with confirmation of delivery:

A. If to a Member, at the mailing address, e-mail address or facsimile number which the Member has designated in writing and filed with the Secretary or, if no such mailing address, e-mail address or facsimile number has been designated, at the address of the Unit of such Member; or

B. If to the Association, the Board, or the manager, at the principal office of the Association or the manager, if any, or at such other mailing address, e-mail address or facsimile number as shall be designated by notice in writing to the Members pursuant to this Section.

2. Conflicts. If there are conflicts between the provisions of Utah law, the Declaration, the Articles and these Bylaws, the provisions of Utah law, the Declaration, the Articles and these Bylaws (in that order) shall prevail.

3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. Severability. The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

5. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

6. Effective Date. These Bylaws shall take effect upon recording of the Declaration in the Office of the Wasatch County Recorder.

7. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Deer Haven Condominium Owner's Association, Inc., a Utah nonprofit corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees thereof held on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2020.

Secretary

Certified to be the Bylaws adopted by the Board of DEER HAVEN CONDOMINIUM OWNER'S ASSOCIATION, INC., dated this ____ day of _____, 2020.

Secretary

~~October 13, 2020~~
Revised November 4, 2020

Heber City Corporation
Attn: Jamie Baron
75 North Main
Heber City, Utah 84032



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

Sequoia Apartments at Turner Mill – Commercial Final

Dear Jamie:

Landmark Design has reviewed the application for **Sequoia Apartments at Turner Mill – Commercial Final**.

This is an application for a 144-unit multi-family residential project located at 1550 South Highway 40. The units are distributed among three buildings located on the edges of a 5.22-acre site. Surface parking is provided internally on the site, with some parking also provided in garages attached to the buildings.

The project is the first phase of a larger mixed-use project that was approved previously as part of a development agreement. Densities heights and other parameters for this project are controlled in part by that agreement.

The project was presented to the DRC on 09/17/2020, which was followed by a Zoom conference meeting with the project development team on 09/24/2020 to clarify the project history and conditions.

The application was presented to the Planning Commission on October 13, 2020, at which time the application was continued pending the submission of additional landscape plans, a color-rendered illustrative site plan, and revised 3-D renderings and elevation/material drawings. The requested drawing submittals have since been received, and are included in Exhibit 2 for further consideration by the Planning Commission

Staff recommends that Sequoia Apartments at Turner Mill – Commercial Final be approved with the following findings and conditions.

Findings

1. The application is consistent with the Municipal Zoning Code.
2. The application is consistent with the General Plan.
3. The application is consistent with the development agreement for the larger mixed-use phased project it is part of.

Conditions:

1. All requirements of the City Engineer and Fire Department shall be met.
2. All of the code requirements shall be met.
3. Signage plans be provided as required in Chapter 18.42.090 of the Municipal Code before final approval is granted.
4. An Affordable Housing Plan be as required in Chapter 18.102 "Affordable Housing" of the Municipal Code before final approval is granted.

POTENTIAL MOTIONS

1. Approve
 2. Continue
 3. Deny
-

Staff Recommended Option – Approval with Conditions

Please call our office with any questions or concerns regarding this project.

Sincerely



Mark Vlastic, PLA, ASLA, AICP
Principal and President
Landmark Design
850 South 400 West #104
Salt Lake City, Utah 84101

cc: file Tony Kohler, Heber Planning Department

POTENTIAL MOTIONS

Staff Recommended Option – Approval

I move to approve **Sequoia Apartments at Turner Mill – Commercial Final** with the Findings and Conditions in the conclusions of the Staff Report and any other conditions by the Planning Commission, as follow:

Alternative 2 – Continuance

I move to **Sequoia Apartments at Turner Mill – Commercial Final** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 3 – DENIAL

I move to **Sequoia Apartments at Turner Mill – Commercial Final** with the following findings:

ACCOUNTABILITY

Department:

Planning Department

Staff Member:

Jamie Baron

EXHIBITS

1. Planning Review Checklist
2. Plans and other Documentation

Exhibit 1

Planning Review Checklist

Project Name:	Sequoia Apartments at Turner Mill
Project Type:	Commercial Final
Date Received:	August 18, 2020
Date Reviewed:	September 14, 2020
Planning Commission Date:	October 13, 2020
City Council Date:	N/A
Owner:	Dustin Holt
Applicant:	Dustin Holt
Developer:	dbUrban Communities
Location:	1550 South Highway 40
Parcel(s):	144 units on 5.22 acres
Zone:	MURCZ (Mixed-Use Residential Commercial Zone)
General Plan Designation:	Highway Commercial
Current Use:	Vacant
Adjacent Uses:	Vacant to south, Burton Lumber to north, highway commercial to east
Land Use Authority:	Planning Commission
Action Type:	Administrative
Planner:	Mark Vlasic, Landmark Design (Jamie Baron)

General Review

Previous Meetings: N/A

Previous Approvals: Preliminary plat was prepared according to an approved concept master plan/development agreement; this is the first time it has been presented. Put forward as a Commercial Final since the city doesn't have a clear process to address apartments.

DRC meeting held on 09/17/2020. This was followed by Zoom conference meeting with the project development team on 09/24/2020 to clarify the project history.

Other Departments:
Letter from Engineering, utilities, fire, etc. required

Other Requirements:

18.42.090 Signs NO SIGNAGE PLAN OR DETAILS PROVIDED - REQUIRED FOR FINAL APPROVAL

18.42.100 Residential Standards PARITALLY MET – SEE SPECIFIC COMMENTS IN RED TEXT/BULLET POINTS BELOW:

- Density. DENSITY OF THIS PHASE IS OVER 27 UNITS PER ACRE; OVERALL PROJECT DENSITY MEETS 20-UNIT PER ACRE AVERAGE REQUIREMENT.

- Open Space. USE TABLE INDICATES 32% OS PROVIDED. **NEED DRAWING THAT CLEARLY INDICATES WHAT WAS INCLUDED IN CALCULATIONS FOR VERIFICATION PURPOSES.**
- Affordable Housing. Each development shall comply with Chapter 18.102 “Affordable Housing”. **NO AFFORDABLE HOUSING PLAN PROVIDED – REQUIRED PRIOR TO FINAL APPROVAL**
- Parking. REQUIREMENTS MET
- Architecture. REQUIREMENTS MET.
- Access. Driveway access to public streets shall be minimized through driveway sharing onto private driveway access lanes. All private driveway accesses and roads shall be constructed to meet at least the fire apparatus road standard. All public streets shall meet the adopted street standards of the City. PLANNING REQUIREMENTS MET. FIRE DEPARTMENT TO REVIEW AND APPROVE.
- Residential Transition Area. GENERAL LAYOUT APPROVED AS PART OF OVERALL PROJECT CONCEPT. NO EXISTING SINGLE-FAMILY USES. ALTHOUGH SOME SINGLE-FAMILY IS TO BE LOCATED NEARBY WITHIN OVERALL PROJECT AREA, NONE CURRENTLY EXIST.
- Project Heights. HEIGHTS MEET REQUIREMENTS AGREED TO FOR OVERALL PROJECT.

18.72 - Off Street Parking and Loading REQUIREMENTS MET.

18.72.030 – Parking Space Requirements – Designated: REQUIREMENTS MET.

18.76.060 – Plot Plan Required: REQUIREMENTS MET.

18.78 Lighting LIGHTING PLAN, DETAILS AND PHOTOMETRICS DRAWINGS/ CALCULATIONS PROVIDED. REQUIREMENTS MET.

17.14 Requirement of Adequate Public Facilities: Will connect to City Infrastructure. **Will be reviewed by Engineering.**

Considerations for Preliminary/Final Plans:

17.38 Commercial Developments

1. 17.38.040 – Landscaping:

- Each application for commercial development approval shall satisfy the requirements found in Chapter 18.76 of the Zoning Ordinance, also known as Title 18 of the Heber City Code, and the following requirements.
- All setback areas adjacent to a public street shall be fully landscaped and properly maintained. Trees shall be planted at no less than twenty (20) feet on center, on average, and shall have no less than a two (2) inch caliper, except that no trees shall be planted within forty-five (45) feet of an intersection clear view area. Trees may be planted in clusters to create a more natural and/or screening effect, if appropriate. **Complies.** The Design Criteria Require 50 feet average. This is generally met or exceeded.
- All ground areas shall contain grass, or another ground cover acceptable to the Planning Commission, and shall be irrigated sufficiently. Shrubs, flower beds, decorative rocks, and other appropriate landscaping is highly encouraged. **Complies.** The Landscaping plan indicates that all ground areas are covered by landscaping, 2/3 of which is lawn, and the rest contains shrubs, perennials and stone mulch.
- All landscaped areas shall be maintained using a sprinkling and/or irrigation system which is capable of being engaged automatically on a regular basis. Each applicant for commercial development shall submit a complete and detailed landscaping plan for review by the Planning Commission concurrently with submission of other documents for review by the Planning Commission. **Complies.** The landscaping plan indicates that there will be an irrigation system.

2. 17.38.050 – Design Requirements:

- In addition to the requirements of the Heber City Subdivision and Zoning Ordinances, the following design requirements shall apply to each commercial development approved under this Chapter.
- TRASH STORAGE. No trash, used materials, or wrecked or abandoned vehicles or equipment shall be stored in an open area. **Complies.** There is a trash enclosure identified on the plans.
- TRASH COLLECTION AREAS. All trash collection areas shall be designed to be compatible with the proposed project. **Can Comply.** The dumpster block shall match the building.

- LIMITED ACCESS. Generally speaking, commercial zones in Heber City are located in areas with a higher potential for traffic congestion. Therefore, access to commercial developments shall be limited to the extent possible in order to maintain traffic flow. Access should be addressed in an appropriate manner in accordance with section 17.38.030 herein. **Complies.** The site does not require any additional accesses.
- COMPATIBILITY. The Planning Commission may make recommendations to the applicant in order to improve compatibility with surrounding development. This requirement is intended to ensure future compatibility with the subject proposal as well, and should be viewed in that manner by each applicant. If changes to the anticipated structure are made, these changes should be submitted to the Zoning Administrator at the earliest possible date. The Zoning Administrator will determine whether the changes need to be reviewed by the Planning Commission.
- ADOPTION OF DESIGN CRITERIA. The November 2006, Heber City Commercial Districts: C-2 and C-4 Zones Design Standards and Guidelines, attached as Exhibit A, is adopted herein by reference. Copies of the Heber City C-2 and C-4 Design Standards and Guidelines shall be on file in the City Recorder's Office for the use and examination of the public.
- APPLICABILITY. Where, in any specific case, differences between the Heber City C-2 and C-4 Zone Design Standards and Guidelines and the adopted Building Codes specify different materials, methods of construction or other requirements, the specific requirements of the Building Code shall be applicable.

3. 17.38.080 – Supplementary Requirements:

- LAYOUT OF BUILDINGS. Unlike other developments approved under this Title, commercial developments may have more than one main structure per parcel. In such cases the applicant shall provide a project master plan to the Planning Commission indicating the location and size of each proposed structure. Additionally, the project master plan shall indicate accessory buildings, if any. Each structure in the commercial development is required to satisfy the building permit requirements of Title 18.12. **Complies.** Three apartment buildings and clubhouse at east entrance.
- SETBACKS. Setback requirements in commercial zones may be flexible, but must be approved by the Planning Commission. The Planning Commission shall consider impacts on adjacent parcels, traffic, pedestrian access, landscaping and other relevant issues when recommending setback requirements. **Complies.** The west building is setback 33', the north building 19'7" on the north and 18'7" on the east; and the south building 14' on the east side and 44' on the south. Only the west road exists, which meets the 30' setback requirement for this site.
- SURFACE WATER DRAINAGE. Surface water from roof tops, parking lots or irrigation ditches shall not be allowed to drain onto adjacent lots or streets except after written agreement between the parties involved. **Drainage is reviewed by engineering.**

- FUTURE DEVELOPMENT. Whenever a front or side yard is required for a building which abuts on a proposed street which has not been constructed but which has been designated by the Planning Commission as a future street, the depth of such front or side yard shall be measured from the planned street lines.
- SOLID WASTE AND SEWAGE. Each commercial development shall be reviewed by the Solid Waste Department for recommended solid waste disposal. Where domestic sewage disposal facilities are used which are not connected to a public sewer, approval of such facilities shall be obtained from the Health Department before a building permit is issued. **Solid Waste and Sewage is reviewed by engineering.**
- MOTOR VEHICLE ACCESS. Access to all buildings in a commercial project shall be controlled as follows:
 - Each driveway shall be not more than thirty (30) feet in width in any commercial or industrial zone measured at right angles to centerline of the driveway. On corner lots, no driveway shall be closer than fifty (50) feet to the point of intersection of the front property line which abuts upon a street. **Complies.** Each commercial development shall install curb and gutter to facilitate surface drainage. **Complies.** The paved areas have a curb and gutter.
- Each commercial development shall present a plan for public utilities and services. These plans may be reviewed by utility providers for recommendations.

18.42 Mixed-Use Residential Commercial Zone

18.42.010 Objectives – Characteristics GENERALLY MET

1. The objectives in establishing the Mixed-Use Residential Commercial Zone (MURCZ) are:
 1. To facilitate the development of attractive entrances into the city;
 2. To reduce the conflict between commercial and residential uses of land along principal highways adjacent to the central commercial districts and to encourage coordinated development of commercial and residential uses of land;
 3. To facilitate the orderly expansion of commercial uses out from the central commercial district;
 4. To provide for the development of retail businesses of a larger size than those allowed in the City center; and
 5. To allow Heber to continue to be the commercial center for Wasatch County.
2. The Mixed-Use Residential Commercial Zone is characterized by attractive and well-maintained commercial and mixed-use residential buildings surrounded by landscaped yards.

18.42.020 General Regulations MET

In order to accomplish the objectives and purposes of this Title and to stabilize and protect the essential characteristics of the Zone, the following regulations shall apply in the Mixed-Use Residential Commercial Zone. The Mixed-Use Residential Commercial Zone shall only apply to contiguous parcels of property containing a total of at least thirty (30) acres.

18.42.030 Permitted Uses GENERALLY MET – this is one phase of a larger project that previously received concept approval

The following uses shall be permitted in the Mixed-Use Residential Commercial Zone upon compliance with requirements set forth in Title 18:

1. Department, discount and food stores;
2. Stores selling general merchandise furniture, electronics, appliances and home furnishings, baby supplies, jewelry, toys, video games, pet supplies, floral, garden and patio products, hair salon, apparel, footwear, sewing supplies, sporting goods, health and beauty products, prescription drugs, books, videos, media, copies, photography, art and office supplies, stationary, hobbies and crafts, auto and equipment parts, hardware lumber and home improvement supplies;
3. Restaurants, private clubs and eating establishments;
4. Offices, clinics, schools, day care facilities and public buildings;
5. Banking or financial institutions;
6. Entertainment and recreation uses;
7. Miscellaneous retail sales;
8. Mixed use residential-commercial development, including retirement and residential development, attached and detached multi-family and single family dwellings, condominium and townhouse developments, apartments, and planned unit developments, all subject to the residential standards in Section 18.42.100;
9. Engraving and printing establishments;
10. Fitness centers;
11. Funeral establishments, mortuaries and wedding chapels;
12. Automobile sales;
13. Gymnasium or physiculture establishments;
14. Home occupations (Board of Adjustment approval not required);
15. Hospitals;
16. Hotels, inns, which may include a restaurant and conference meeting rooms, motels, cafes, food drive-ins, and reception centers;
17. Office buildings, medical, optical and dental offices and clinics;
18. Parking lots, commercial;
19. Retail establishments and service enterprises;
20. Secondhand stores;
21. Convenience service stations, auto parts sales and service and repair facilities, car wash and detail shops;
22. On-premises signs;
23. Wholesale establishments with stock on premises but excluding establishments whose principal activity is that of a storage warehouse; and
24. Other uses similar to the foregoing uses which are ruled by the Board of Adjustment to be in harmony with the intent of this Zone.
25. The keeping of grazing animals as regulated by Section 18.68.135.

18.42.040 Site Design GENERALLY MET

1. Relationship to Street. The “Streetscape” within the MURCZ shall resemble the “Streetwall” found in the Downtown C-3 Zone and promote a pedestrian anchored shopping experience, but at the same time shall recognize the vehicular presence within the MURCZ.
 1. Buildings shall be designed to accommodate both the street pedestrian and the parking lot pedestrian into the facility. Buildings shall be designed with an entrance that is visible from the street. The street front of all buildings shall be designed to visually invite the pedestrian into the facility and shall create an anchor to the streetscape. Large buildings and large expanses of parking lots shall be buffered along public streets with smaller tenant pads, landscaping, sidewalks and other amenities acceptable to the Planning Department.
2. Building Setbacks.
 1. In the Mixed-Use Residential Commercial Zone, there shall be **no area and width requirements**. All commercial, service buildings and structures, gasoline pumps, and all buildings and structures shall be setback at least ten feet from any public street property line.
 2. Residential buildings which have parking areas accessed from the rear of the building shall have **minimum front street and side street property line setbacks of at least 10 feet**, as measured from any public street property line, as long as the street meets the adopted street standard width for a public street. **All other residential buildings shall be located at least 30 feet from any public street property line, unless a larger setback is required elsewhere in this Chapter.** Buildings located in Residential Transition areas shall be subject to the setbacks as specified in Section 18.42.100.
3. Building Orientation. **All primary facades and design elements shall orient to a public street or main drive isles with secondary and subordinate features associated with side streets and alleyways.** Placement of building(s) on a site shall be compatible with existing buildings in order to maintain the building setback. Primary building entrances shall be oriented towards a public street or main drive isles with a secondary entrance off of the parking area. Joint angular entrances that service both the parking and public street pedestrian traffic are permitted.
4. Sensitivity to Natural Features. All buildings in the MURCZ shall appear harmonious and be compatible with the Heber Valley mountain environment. Natural features shall be preserved and protected and used and preserved as key elements in the site placement of buildings. Sensitivity to these natural features, as well as view corridors, shall be considered during site placement and concept approval. Specific examples include site and building design with sensitivity to view corridors such as the preservation of views of Mount Timpanogos and the Wasatch Mountains, historic markers or buildings, open space, etc., as well as other places of interest as viewed from the street, and adjoining properties, and preservation of large existing trees or other unique cultural or natural features on the property.
5. Residential Compatibility. Commercial development which adjoins a residential zone or a residential use, or is across the street from a residential zone or use shall adhere to the following to minimize the impact of the commercial use on the residences:

1. Loading zones, loading docks and utilities which create noise and vibration such as air conditioners, garbage bins, and other nuisance creating objects shall be setback from the residential property lines by at least fifteen feet (15').
2. Commercial uses adjoining existing residential uses shall be bounded with a six foot (6') sight-obscuring fence of like materials and design of the building façade, and a ten foot (10') landscaped area planted with dense evergreen shrubbery and/or evergreen trees along the residential lot lines.
3. Rooftop utilities and antenna equipment shall be screened with parapet walls.
4. Uses which emit noise, radiation, fumes, smoke, vapors or other deleterious effects shall be separated from existing residences by placing them as far away from the residences as reasonably possible on the lot and preferably separated from the residences by another less intrusive commercial building or use.
5. No dust, odors, smoke, vibrations or intermittent light, glare or noise shall be emitted which are discernible beyond the premises except for normal traffic movements. **N/A this phase has no commercial components**

18.42.050 Building Design Applies primarily to Commercial/Mixed Use buildings

1. Design Vision Statement. The building design of structures in this Zone shall complement the Downtown C-3 Zone, and draw upon the historic architectural heritage of Heber City. This design vision shall draw upon the past materials, techniques, form, mass and details of the Downtown C-3 Zone while allowing the architect to create a current interpretation of the space and its aesthetic and functional needs.
2. Architectural Unity. **All buildings on the same site shall be architecturally unified.** This provision shall apply to new construction, additions and remodeling. Architectural unity means that **buildings shall be related in architectural style, color scheme and building materials.** All accessory buildings and enclosures shall be designed to be compatible with the primary structure. The Planning Commission and City Council shall determine compatibility, which shall be measured in terms of design, form, use of materials and color.
3. Design Composition. The design composition of Heber City shall reflect the authentic design elements which come from the surrounding environment and the historic, social and cultural features that carry the spirit of a special place and provide a link between the founders of Heber City, those who live here today, as well as those in the future who will choose to call Heber City home.
4. Physical Characteristics. All design elements shall be harmonious to the more dominating Downtown C-3 Zone but shall be subordinate in terms of all physical characteristics. Common threads of color, materials, textures and details shall play an integral part of design in the MURCZ Zone, leading into the C-2, C-3, and C-4 Zones.
5. Floor Area Limitation. No building shall exceed 150,000 gross square feet, unless authorized by the City Council.
6. Building Floor Usage. Appropriate building floor usage shall be defined as follows. First floor uses shall be reserved for all retail, business, or professional services as allowed by the Heber City ordinances appropriate for this Zone. Second floor uses shall have the option of all first floor uses or residential mixed uses as reviewed and approved by the

Planning Commission. Within the residential portion of the project, residential uses may be placed on the first floor.

7. **Building Height.** All buildings shall maintain the average perceived scale of two story buildings at the sidewalk. The average height can vary by way of architectural styles but shall maintain the average façade height within established architectural proportions of height to width ratio. Commercial buildings shall not exceed 45 feet in height, measured from finished grade to the highest point of the building. Buildings with a residential component shall not exceed 50 feet in height, measured from finished grade to the highest point of the building. Clock towers, cupolas, entry areas and other special architectural features that visually break up the building form may, upon approval from the Heber City Planning Commission, exceed the specified building height.
8. **Building Width.** Commercial Buildings within this zone shall maintain a resemblance of the street wall found within the C-3 zone, but allow for interior vehicular penetration from the street accessing side and rear yard parking. Placing the façade of the building back from the front property line allows for the placement of more landscape material as well as pedestrian friendly features to encourage pedestrian activity. The following standards are intended to reduce the massive scale of large buildings which, without application of these standards, would be incompatible with the City's desired character. No uninterrupted length of any wall shall exceed 75 horizontal feet without employing the use of architectural features including, but not limited to doors, windows, pilasters, columns, horizontal and vertical offsets, materials, colors and textural variations, decorative cornices, awnings, arcades, entry areas, canopies, murals, graphics, reveals, projection ribs and offsets. In order to assure conformance with this requirement, all exterior elevations shall be reviewed and approved as a part of the overall review process.
9. **Building Form.** One of the most prominent unifying elements of the traditional Main Street is the similarity in building form. Commercial buildings were simple rectangular solids, deeper than they were wide. The pedestrian levels were more decorative in appearance with a vertical extension in height and an expansion of glazing surface area. The upper levels were shorter in floor-to-floor height and displayed a more conservative treatment of architectural elements. This characteristic is important and shall be maintained in new projects.
 1. Rectangular forms shall be dominant on Main Street facades and shall be vertically oriented. The facade shall appear predominantly flat, with decorative elements and "articulations" to be subordinate to the prevailing form.
10. **Building Mass.** A building shall have a mass that is similar to that of traditional buildings in Heber City. A buildings mass is defined in broad form or generalized shapes rather than in specific details. A building shall appear similar in scale to that seen traditionally for similar building types. Reduction of the apparent mass of a building shall be accomplished through use of a combination of the following design methods:
 1. Provide variation in the wall plane.
 2. Design a façade of smaller buildings into the larger structure.
 3. Provide variation in exterior material, color and texture selection.

11. Human Scale. A building shall appear to have a “human scale” that relates to the pedestrian patron. In general, this can be accomplished by using familiar forms and elements that can be interpreted in human dimensions. All buildings shall have a human scale that is relative to the adjacent buildings and relevant to the pedestrian streetscape. Building design shall avoid large panelized products and extensive featureless surfaces. Buildings shall establish and reinforce the area as a pedestrian environment, and utilize the following architectural features:
1. Brick or stone in standard modules or scaled to the appropriate size.
 2. Exterior wall treatments that establish rhythm and pattern of windows, columns and other architectural features.
 3. Window and door sizes that relate to traditional building scale (Large expanses of glazing, etc., are inappropriate).
 4. Design elements that express the position of each floor in the external skin design of a building, such as the use of belt courses or other horizontal trim bands of contrasting color and materials to define floor lines, or the use of articulated structural elements or changing materials.
12. Building Style. Building design shall simulate the “add-on” nature of early settlement buildings, with **variation in angle and orientation from one building to another, utilizing shed roofs, covered walkways, and smaller boxes attached to larger boxes.** A clear visual division shall be maintained between ground level floors and upper floors by slight changes in height, style, form, mass, materials, color, window sizes, overhangs, balconies, etc.
13. Building Material. Predominant exterior building materials shall include: **brick, natural decay-resistant quality exterior wood siding or wood substitutes, rock, stone or tinted and textured concrete masonry units. Exterior building materials shall not include prefabricated steel panels except for metal awnings and signs.** Exterior rear wall building materials may include smooth-faced concrete block or smooth-faced tilt-up concrete panels or other masonry materials.
1. Building materials that convey texture, scale, finish and color similar to those used traditionally are required.
 2. A minimum of 30% of the vertical wall surface (not including the glazed store fronts) of the first floor shall include some form of masonry material such as brick or stone with an indigenous look to the area.
 3. Cement based siding shall be provided with textures at a scale appropriate to the building size.
 4. Material with a matte finish shall be required. Highly reflective materials are prohibited. Large expanses of reflective materials on walls, windows or on rooftops are prohibited.
 5. Large panelized products or extensive featureless surfaces such as stucco, aluminum and metal panels are prohibited.
 6. All materials and construction methods shall be of the highest quality and integrity indicative of early craftsmanship.

7. EIFS (Exterior Insulated Finish System) shall be allowed on main levels under limited conditions and upon approval from the Planning Commission. Traditional detailing shall be applied to this material selection.
8. Materials and details above first story shall be of a simpler fashion to that of the primary first level façade.

14. Building Color. Colors that respect and enhance the natural earth tones of the local area are required. No requirement for individual buildings to differ

1. Value: The LRV (Light Reflective Value) of colors and materials used on major walls and roof areas shall be between 7 (darkest value of shaded vegetation) and 38 (approx. value of red sandstone). It is the intent to require that the more visible or massive the structure, the lower shall be its LRV.
2. Chroma: The strength, intensity and brightness of the color selected shall be in the range from very weak (grayish) to medium weak (neutral or earth tone). Strong Chroma colors, such as the red color in the American flag, shall be prohibited
3. Stains and flat paints are required. High gloss paints, factory finished metals or other materials which increase visual impacts; i.e. aluminum, and white or reflective roofs, are prohibited if visible from the street. Matte finishes shall be required. LRV over 38% and strong chroma may be allowed for small accents and trim around windows and doors. Chimneys, flues, vents, gutters, down spout, mechanical and electrical equipment, railings, window shading devices and other exterior devices shall be similar in chroma and LRV to the surrounding surfaces to which they adjoin, unless they are featured in the design. In such cases, a subdued accent color may be acceptable. Bright, glossy, fluorescent and corporate signature color schemes are prohibited. Heber City's adopted color matrix is based upon "Columbia Paint & Coatings; Historic Colors of America" color wheel.

15. Roof Design. Low sloped roofs, consistent with the historical, commercial roof forms that appeared flat, sloped or gabled, but had false fronts or relatively tall parapets as seen from the street are required on commercial buildings. At a minimum the slope shall run with the highest point at the front of the building and the lowest in the rear.

1. Roof lines shall be varied with a change in height.
2. Secondary roof forms that accentuate but not dominate the composition such as low pitched gables, hip and shed roofs shall be used as a means to break up the mass of the façade. Roofs shall be designed to meet all applicable building codes. Roof and canopy designs shall prevent snow or ice from shedding directly onto a pedestrian walkway or access. Snow shedding shall be controlled and measures shall be taken to prevent snow and ice damage to property and/or people.
3. False fronts and parapets with horizontal emphasis shall be allowed.
4. Parapet steps shall have an appropriate thickness or depth from the street view to convey solidness to the pedestrian to be sized depending upon building mass and scale. Parapets on side façades shall step down towards the rear of the building unless the structure is located on a corner lot. Corner lots shall maintain continuity

Exhibit 2



ISSUE DESCRIP.	DATE
	10.21.2020

#	REV. DESCRIPTION	DATE
1		
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Sequoia Apartments Turner Mill - Phase 3 1550 South Daniels Canyon Rd. Heber, Utah

LANDSCAPE

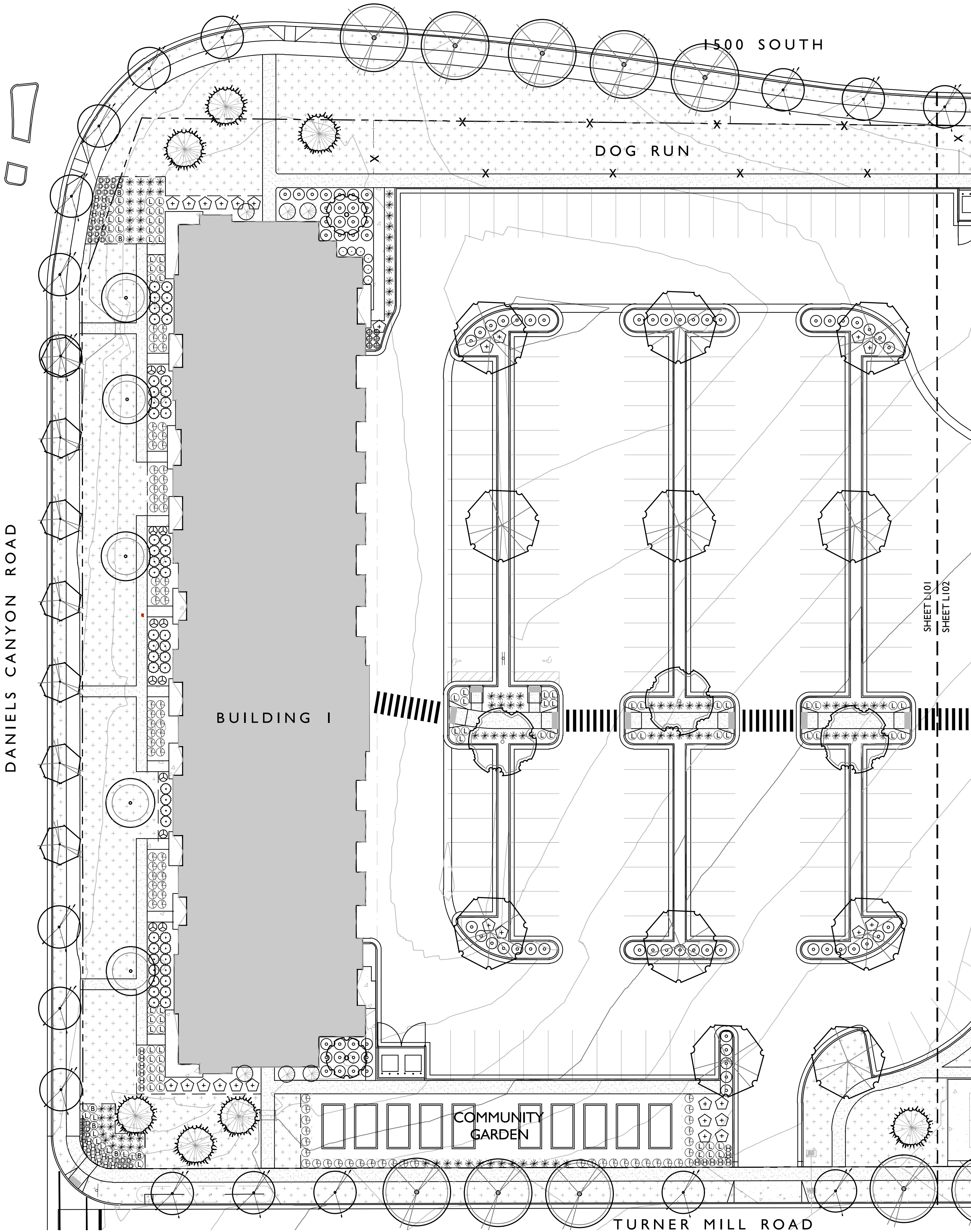
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LANDSCAPE PLAN
SCALE: 1"=30'-0" NORTH

DANIELS CANYON ROAD



LANDSCAPE SCHEDULE

Qty	Scientific Name	Common Name	Size
TREES			
21	Acer trun. x A. plat. 'Keithsform'	Norwegian Sunset Maple	2" Cal.
14	Gleditsia tria. inermis 'Imperial'	Imperial Honeylocust	2" Cal.
12	Pinus aristata	Bristlecone Pine	7" - 8"
10	Malus 'Marilee'	Marilee Crabapple	15 Gal.
8	Cercis canadensis - clump	Eastern Redbud - clump	15 Gal.
4	Pyrus calleryana 'Redspire'	Redspire Flowering Pear	2" Cal.
29	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" Cal.
6	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" Cal.
SHRUBS			
32	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	5 Gal.
13	Juniperus chinensis 'Blue Point'	Blue Point Chinese Juniper	15 Gal.
40	Potentilla fruticosa	Shrubby Cinquefoil	5 Gal.
66	Mahonia aquifolium compacta	Compact Oregon Grape	5 Gal.
57	Pinus mugo mugs 'Pumilio'	Dwarf Mugo Pine	5 Gal.
40	Rhamnus rangula columnaris	Tallhedge Buckthorn	5 Gal.
176	Rhus aromatica 'Gro Low'	Grow Low Sumac	5 Gal.
GRASSES			
160	Calamagrostis arund. 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
26	Hakonechloa macra 'Albo-Striata'	Japanese Forest Grass	1 Gal.
70	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.
146	Pennisetum alopecuroides	Fountain Grass	1 Gal.
PERENNIALS			
19	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies	1 Gal.
51	Hemerocallis 'Stella D'Oro'	Daylily	1 Gal.
149	Lavandula x intermedia 'Grosso'	Lavender	1 Gal.
32	Leucanthemum maximum var.	Shasta Daisy varieties	1 Gal.
TURF			
40,193 S.F.	Chanshare Imperial Blue	Sod	
MULCH			
21,083 S.F.	Decorative Gravel Mulch, 1", All Planter Bed Areas		3" Min.
MOWSTRIP			
	Metal - 4" x 3/16"		

LANDSCAPE GENERAL NOTES

- Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
- Do not commence planting operation until rough grading has been completed.
- All plants shall bear the same relationship to finished grade as the original grade before digging.
- All alterations to these drawings during construction shall be approved by the Project Representative and recorded on "as Built" drawings by the Contractor.
- Pre-emergent herbicide shall be used prior to mulch placement.
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
- All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
- The contractor shall supply all plant material in quantities sufficient to complete the planting shown on the drawings.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
- The Contractor shall locate and verify all existing utility lines prior to planting and shall report any conflicts to the Project Representative.
- Stake location of all proposed planting for approval by the Project Representative prior to commencement of planting.
- All turf areas shall receive four inches (4") of topsoil prior to planting. All shrub, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
- Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil shall meet the following mechanical analysis:
Sand (0.05 - 2.0 mm Dia.) 20 - 70%
Clay (0.002 - 0.05 mm Dia.) 20 - 70%
The max. retained on a #10 sieve will be 15 percent. the topsoil shall meet the following analysis criteria:
pH Range of 5.5 to 8.2, a min. of 4% and max. of 8% organic matter content and free of stones $\frac{3}{4}$ " or larger. Soluble salts <2 dS/m or mmho/cm and sodium absorption ration (sar) <6.
- All tree rings and plant beds to receive mulch as specified in the Landscape Schedule.



LANDSCAPE ARCHITECTURE
& LAND PLANNING

1375 E. PERRY'S HOLLOW ROAD
SALT LAKE CITY, UTAH 84103
PH/TXT/MO 801.554.6146
SCOTT@STBDESIGNLLC.COM



ISSUE DESCRIP.	DATE
	10.21.2020

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Sequoia Apartments
Turner Mill - Phase 3
1550 South Daniels Canyon Rd.
Heber, Utah

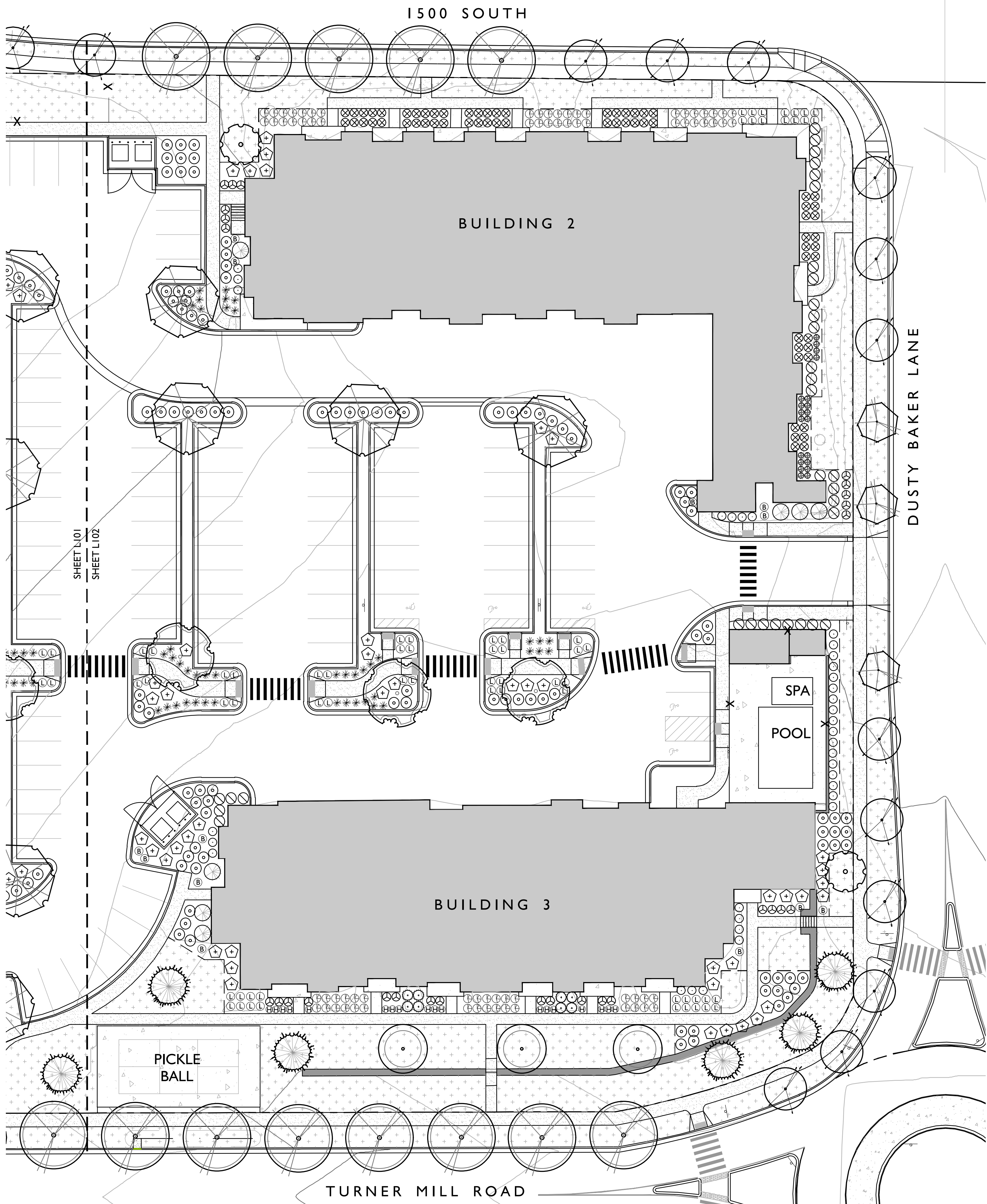
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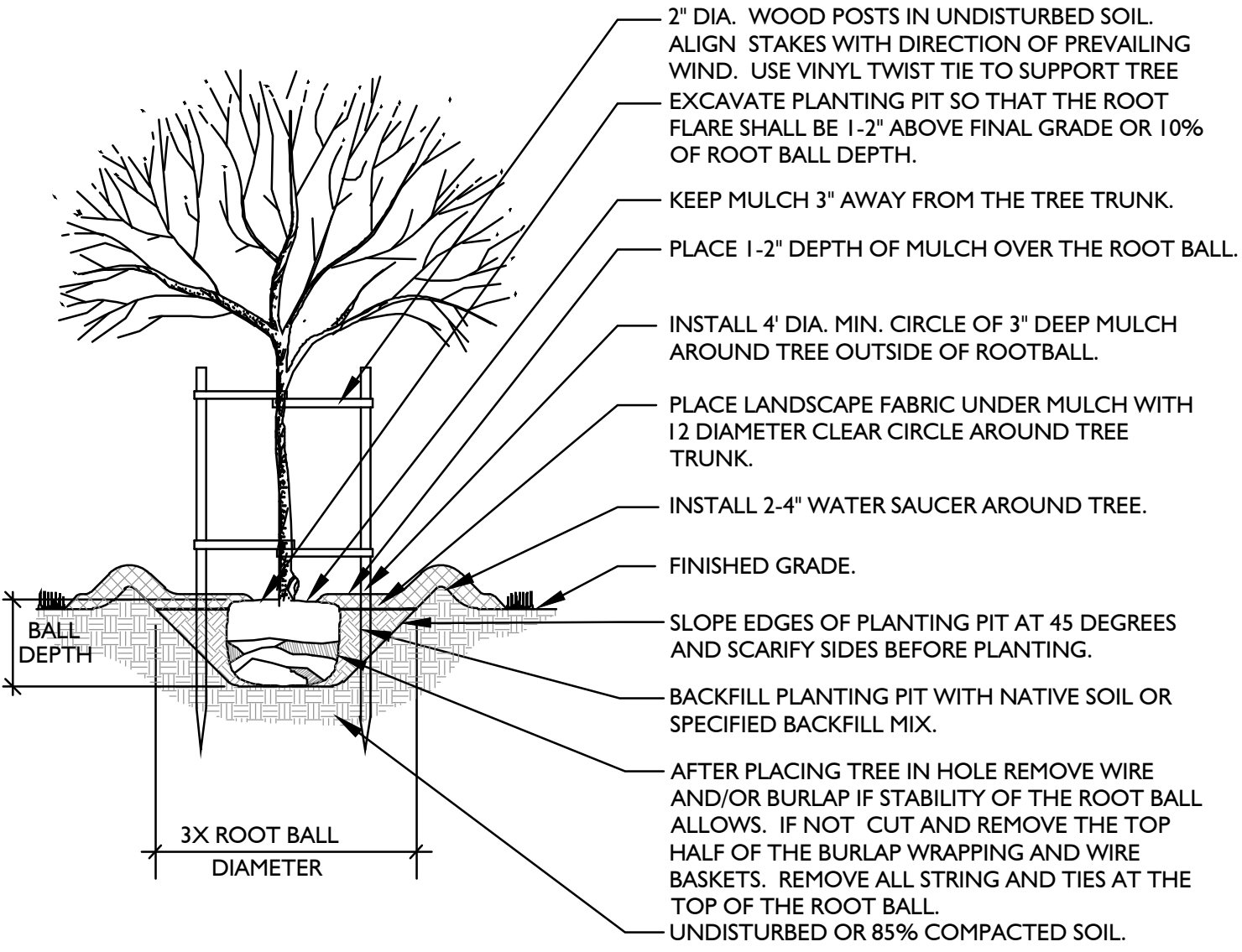
LANDSCAPE PLAN

SCALE: 1"=20'-0" NORTH



LANDSCAPE SCHEDULE

Qty	Scientific Name	Common Name	Size
TREES			
21	Acer trun. x A. plat. 'Keithsform'	Norwegian Sunset Maple	2" Cal.
14	Gleditsia tria. inermis 'Imperial'	Imperial Honeylocust	2" Cal.
12	Pinus aristata	Bristlecone Pine	7' - 8'
10	Malus 'Marilee'	Marilee Crabapple	15 Gal.
8	Cercis canadensis - clump	Eastern Redbud - clump	15 Gal.
4	Pyrus calleryana 'Redspire'	Redspire Flowering Pear	2" Cal.
29	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" Cal.
6	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" Cal.
SHRUBS			
32	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	5 Gal.
13	Juniperus chinensis 'Blue Point'	Blue Point Chinese Juniper	15 Gal.
40	Potentilla fruticosa	Shrubby Cinquefoil	5 Gal.
66	Mahonia aquifolium compacta	Compact Oregon Grape	5 Gal.
57	Pinus mugo mugin 'Pumilio'	Dwarf Mugo Pine	5 Gal.
40	Rhamnus rangula columnaris	Tallhedge Buckthorn	5 Gal.
176	Rhus aromatica 'Gro Low'	Grow Low Sumac	5 Gal.
GRASSES			
160	Calamagrostis arund. 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
26	Hakonechloa macra 'Albo-Striata'	Japanese Forest Grass	1 Gal.
70	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.
146	Pennisetum alopecuroides	Fountain Grass	1 Gal.
PERENNIALS			
19	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies	1 Gal.
51	Hemerocallis 'Stella D'Oro'	Daylily	1 Gal.
149	Lavandula x intermedia 'Grosso'	Lavender	1 Gal.
32	Leucanthemum maximum var.	Shasta Daisy varieties	1 Gal.
TURF			
40,193 S.F.	Chanshare Imperial Blue	Sod	
MULCH			
21,083 S.F.	Decorative Gravel Mulch, 1", All Planter Bed Areas		3" Min.
MOWSTRIP			
	Metal - 4" x 3/16"		



TREE PLANTING
NOT TO SCALE

A

LANDSCAPE PLAN
SCALE: 1"=20'-0" NORTH



LANDSCAPE ARCHITECTURE
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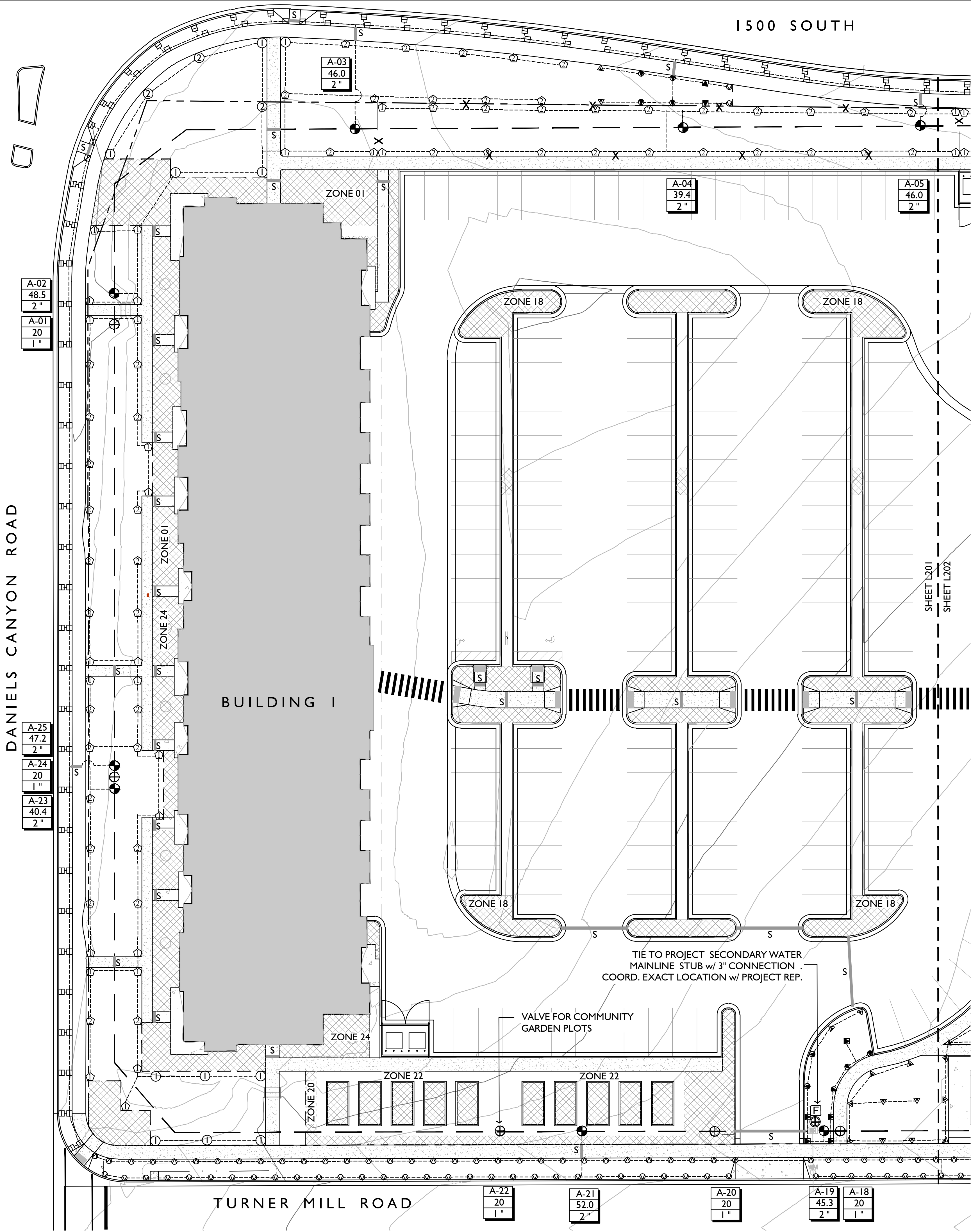
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Sequoia Apartments
Turner Mill - Phase 3
1550 South Daniels Canyon Rd.
Heber, Utah

LANDSCAPE
PLAN

L102



IRRIGATION SCHEDULE

SYM.	MODEL	P.S.I.	G.P.M. (x-H)	PRECIP.	RADIUS
▢	Rainbird 1804-SAM-PRS w/ 15 Strip Series MPR (15RCS, 15LCS, 15SS30)	30	1.21	--	4 x 15
☒	Rainbird 1804-SAM-PRS w/ 5 Series MPR (5Q-5F, 5VAN)	30	0.20	1.58	5.0
⊙	Rainbird 1804-SAM-PRS w/ 8 Series MPR (8Q-8F, 8VAN)	30	0.52	1.56	8.0
▣	Rainbird 1804-SAM-PRS w/ 10 Series MPR (10Q-10F, 10VAN)	30	0.79	1.52	10.0
●	Rainbird 1804-SAM-PRS w/ 12 Series MPR (12Q-12F, 12VAN)	30	1.30	1.74	12.0
▼	Rainbird 1804-SAM-PRS w/ 15 Series MPR (15Q-15F, 15VAN)	30	1.85	1.58	15.0
①	Rainbird 3504-PC-SAM-R Rotor Spray w/ 0.75 Nozzle	45	0.77	0.45	17.0
②	Rainbird 3504-PC-SAM-R Rotor Spray w/ 1.5 Nozzle	45	1.48	0.49	24.0
③	Rainbird 5006-PC-SAM-R Rotor Spray w/ MPR-35-H Nozzle	45	7.58	0.60	35.0

①	Rainbird 5006-PC-SAM PRS 1.0LA Nozzle	45	1.05	25'
②	Rainbird 5006-PC-SAM PRS 2.0LA Nozzle	45	2.24	32'
③	Rainbird 5006-PC-SAM PRS 3.0LA Nozzle	45	3.07	35'

- ▨ Inline Drip Line - Rainbird XFD-09-18-xxx
- ⊕ Automatic Control Valve - Rainbird PEB - See Plan for Sizes
⊕ Drip Control Zone - Rainbird XCZ-100-PRBCOM
⊙ Quick Coupling Valve Assembly
▢ Secondary Water Filter - 3"
Ⓢ Controller - Rainbird ESP-12LXME Controller w/ (2)ESPLXMS8, ModuleS - 28 Stations
- Lateral Pipe - Schedule 40 PVC
----- 3" Sch 40 PVC Mainline
S Irrigation Sleeveing (See Plan)
- | | |
|------|------------|
| A-01 | Valve # |
| 26.7 | GPM |
| 1" | Valve Size |

IRRIGATION PIPE SIZING SCHEDULE

Distance - valve to end of lat.	0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2-1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM

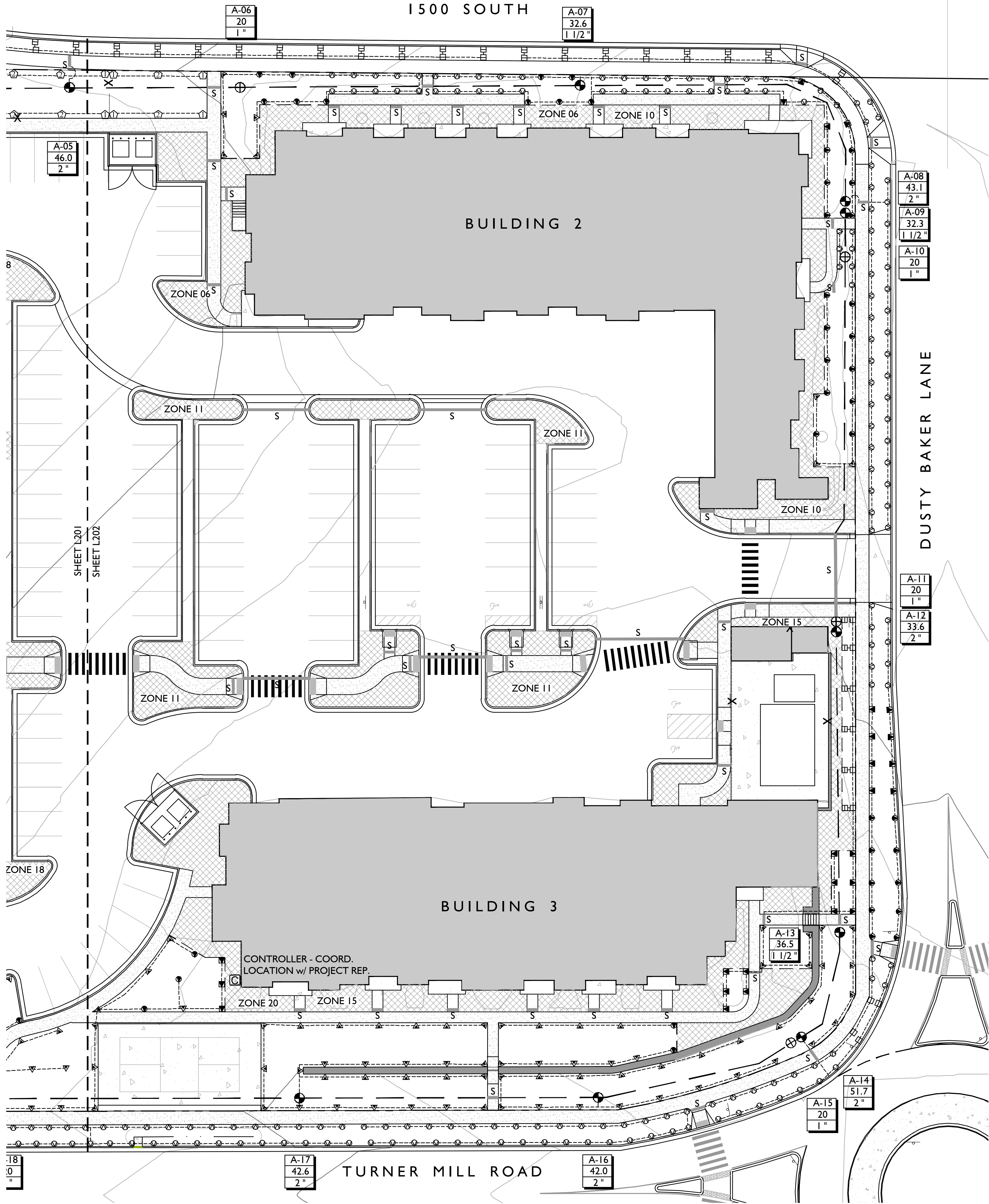
IRRIGATION GENERAL NOTES

- Base drawings for irrigation design have been provided by others.
- Irrigation design based on schematic layout of turf-shrub areas, along with schematic depiction of buildings. Any major deviation in building design and/or turf-shrub areas may require re-design of irrigation system.
- Exact locations of major irrigation components to be approved by the Owner's Representative in the field prior to installation.
- Contact the local underground utility services for utility location and identification.
- Perform excavation in the vicinity of underground utilities with care and if necessary, by hand. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to the Owner.
- Irrigation main line and/or other components are shown schematically in hardscapes for graphic clarity only. All Irrigation components shall be located in landscaped areas
- Place remote control valves in logical groupings as field conditions permit. All remote control valves and quick coupler valves shall be isolated from the main line via an isolation valve as shown in details.
- Quick coupler valves in landscaped areas shall be installed as close as possible to plan locations. Quick coupler valve spacing shall not exceed 200 feet apart to allow for hand watering of plant material.
- Sprinklers are placed at various percentages of manufacturers published radii. See Irrigation table for specific spacing. Spray heads typically shown at 90% of manufacturer's published coverage radius. Rotor heads typically shown at 90% of manufacturer's published coverage radius. Contractor to insure heads are located per these percentages.
- Spray sprinklers are designed for 30 PSI at the head. Rotor sprinklers are designed for 50 PSI at the head.
- Not all sleeveing necessary to complete this project is shown on plan. Portions of irrigation sleeveing may have been previously installed by others. Coordinate location and usage with Owner's Representative.
- Rotor zones may be shown with same nozzles for half circle and full circle heads, full circle head zones shall need double run time on controller. Rotor zones using the same nozzle for half circle and full circle heads shall be placed on separate zones.
- POC's and Main line are designed for one zone to be operated at a time, per POC & Controller.



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IRRIGATION SCHEDULE

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- ⊕ Drip Control Zone - Rainbird X CZ-100-PRBCOM
- ⊕ Quick Coupling Valve Assembly
- ⊕ Secondary Water Filter - 3"
- ⊕ Controller - Rainbird ESP-12LXME Controller w/ (2)ESPLXMS8, ModuleS - 28 Stations
- Lateral Pipe - Schedule 40 PVC
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| A-01 | Valve # |
| 26.7 | GPM |
| 1" | Valve Size |

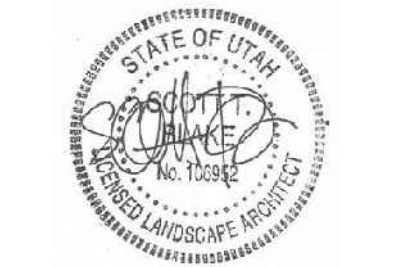
IRRIGATION PIPE SIZING SCHEDULE

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1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
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2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2-1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM



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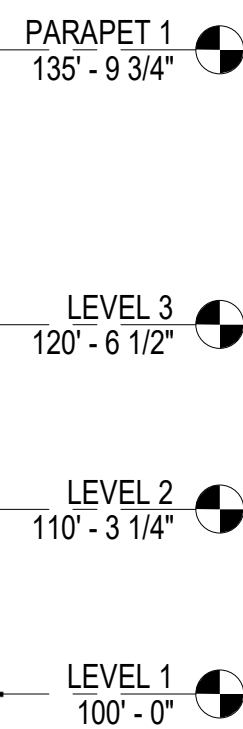
IRRIGATION
PLAN


L202


A


IRRIGATION PLAN
SCALE: 1"=20'-0" NORTH


6



PARAPET 1
135° - 9 3/4" 

LEVEL 3
120° - 6 1/2" 

LEVEL 2
110° - 3 1/4" 

LEVEL 1
T.O. FOOTING
98° - 0" 

6

A920

A920

A920

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C



C1
A921 BUILDING #1 ROAD SIDE WEST 3D View

B



A1
A921 BUILDING #1 PARKING SIDE EAST 3D View

D

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Project Status

BUILDING #1
PERSPECTIVE

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A921

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C1 BUILDING #2 NORTH
A922 3/32" = 1'-0"



B1 BUILDING #2 EAST
A922 3/32" = 1'-0"



B4 BUILDING #2 WEST
A922 3/32" = 1'-0"



A1 BUILDING #2 SOUTH
A922 3/32" = 1'-0"

EXTERIOR MATERIALS LEGEND

	BRICK: 4"X12" UTILITY SIZE, DARK
	BRICK: 4"X12" UTILITY SIZE, LIGHT
	COMPOSITE BOARD AND BATTENS, SMOOTH TEXTURE
	COMPOSITE LAP SIDING, SMOOTH TEXTURE
	COMPOSITE PANEL
	LOW-E CLEAR GLASS

COMMUNITY COMPATIBILITY DETAILS

- USE OF UTILITY SIZE BRICK WHICH REDUCES THE VISUAL IMPACT OF LARGER BRICK AREAS OR HIGH WALLS.
- EXPOSED BALCONY SUPPORT BRACKETS AT EACH SIDE.
- SOLDIER COURSE BRICK AT VARIOUS LOCATIONS.
- EXPOSED STEEL SUPPORTS AT ENTRY CANOPIES.
- LEVEL 1 UNITS WITH SIDEWALKS DIRECTLY TO UNITS.

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C

B

A



C1
A923 BUILDING #2 ROAD SIDE NORTH 3D View



A1
A923 BUILDING #2 PARKING SIDE SOUTH 3D View

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BUILDING #2
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C

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6



C1
A925 BUILDING #3 ROAD SIDE SOUTH 3D VIEW



A1
A925 BUILDING #3 PARKING SIDE NORTH 3D VIEW

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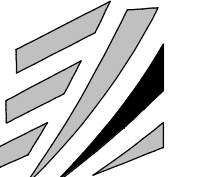
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BUILDING #3
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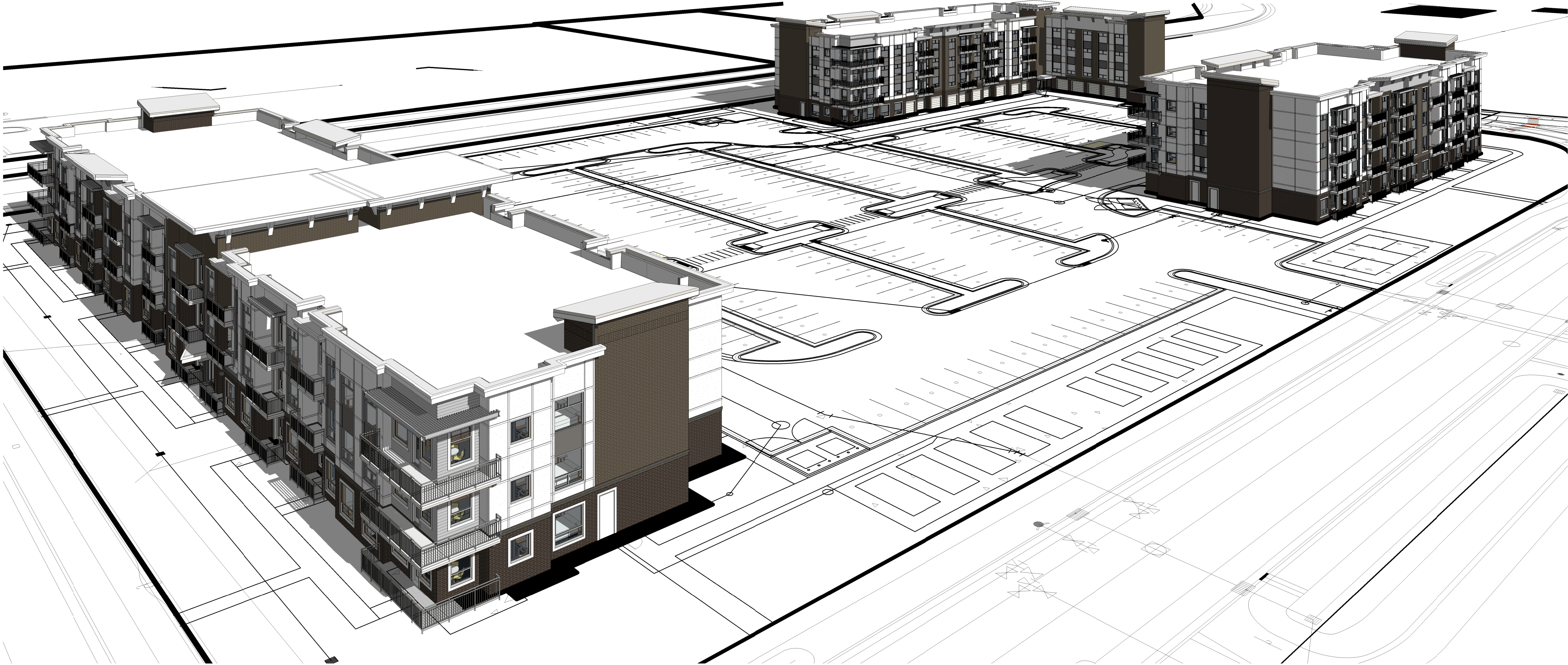
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6



A1
A928 OVERALL SITE PERSPECTIVE

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SITE PERSPECTIVE
VIEW

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C

B

A



A1 OVERALL SITE PERSPECTIVE
A929

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SEQUOIA APARTMENTS AT TURNER MILLS
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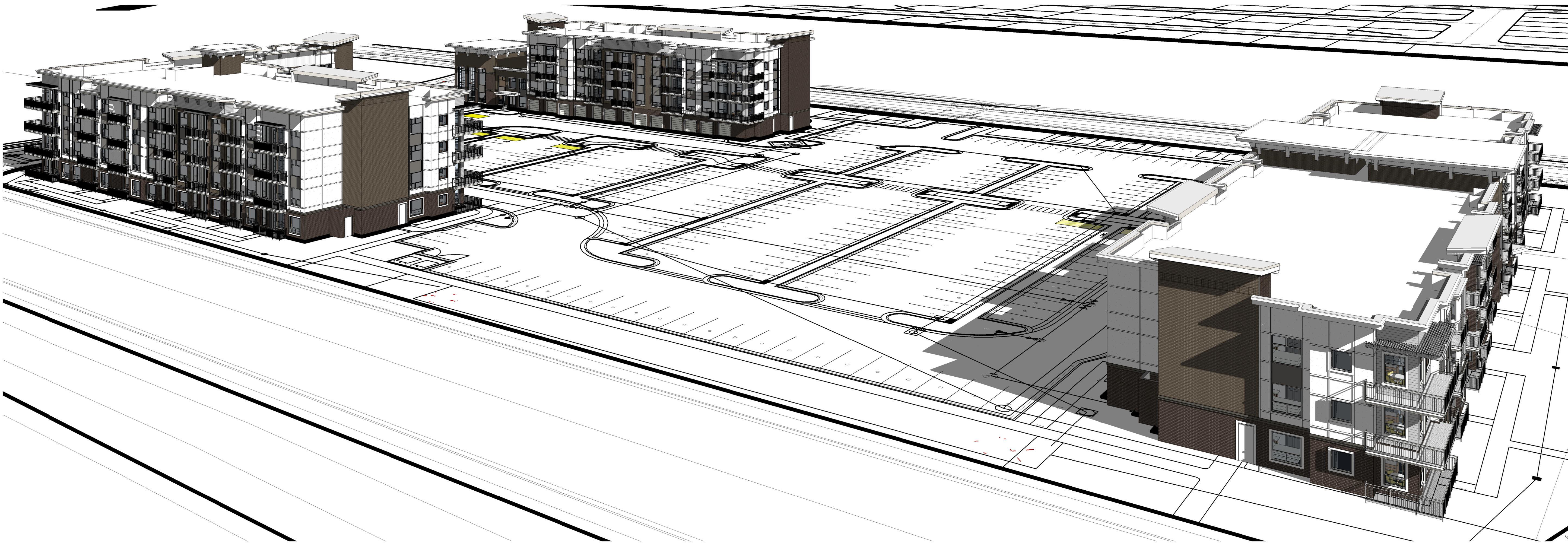
SITE PERSPECTIVE
VIEW

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A1
A930 OVERALL SITE PERSPECTIVE

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SITE PERSPECTIVE
VIEW

DRAWING NUMBER
A930

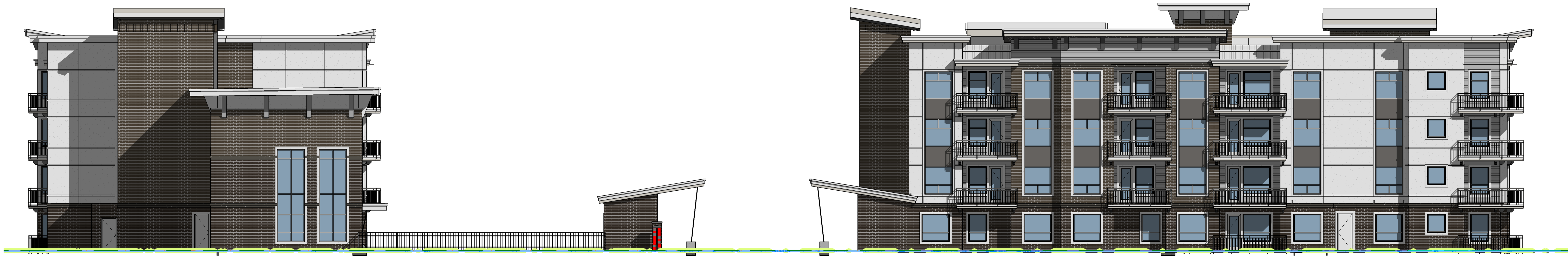
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B

A

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B1 WEST ENTRANCE ELEVATION
A926 3/32" = 1'-0"

D

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SITE WEST ENTRANCE
ELEVATION
DRAWING NUMBER
A926

SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL
1550 SOUTH HWY 40
HEBER CITY, UTAH



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Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

FOR REVIEW
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September 1, 2020

INDEX OF DRAWINGS

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C-102	SITE PLAN
C-200	OVERALL GRADING AND DRAINAGE PLAN
C-201	GRADING AND DRAINAGE PLAN
C-202	GRADING AND DRAINAGE PLAN
C-300	OVERALL UTILITY PLAN
C-301	UTILITY PLAN
C-302	UTILITY PLAN
C-400	EROSION CONTROL PLAN
C-500	DETAILS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

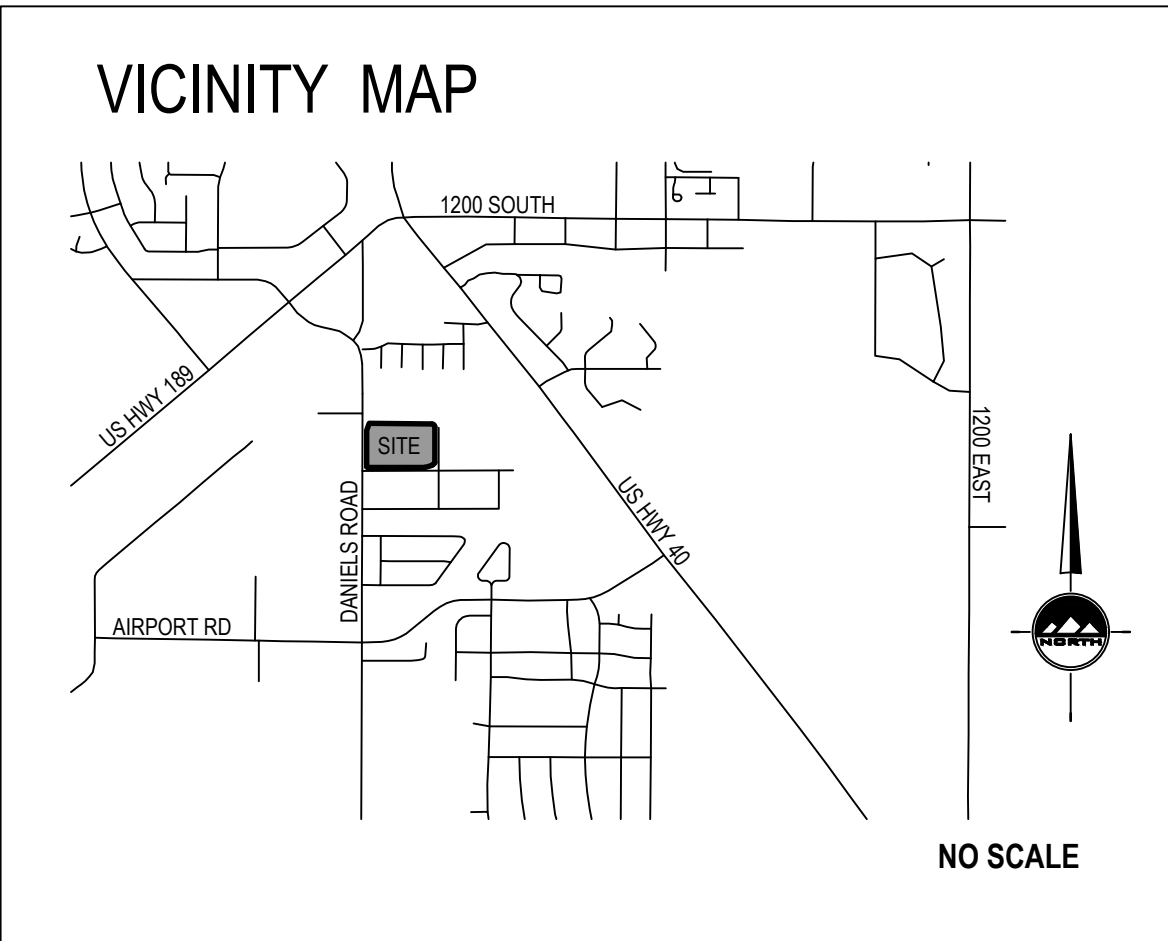
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



GENERAL NOTES

- ALL WORK SHALL CONFORM TO HEBER CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = WEST QUARTER CORNER SECTION 8, T4S, R5E SALT LAKE BASE & MERIDIAN ELEV. = 5612.55 FT.



SALT LAKE CITY
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TOOELE
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CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
WADSWORTH DBURBAN LLC
166 E 14000 S
DRAPER, UTAH 84020

CONTACT:
BRAD WATSON
PHONE: 801-748-4088

SEQUOIA APARTMENTS AT TURNER MILL
PRELIMINARY SUBMITTAL
1550 S HWY 40
HEBER CITY, UT

2020.09.01 PRELIMINARY

COVER

PROJECT NUMBER
9425
PRINT DATE
9/1/20
DRAWN BY
JBG
CHECKED BY
RQE
PROJECT MANAGER
RQE

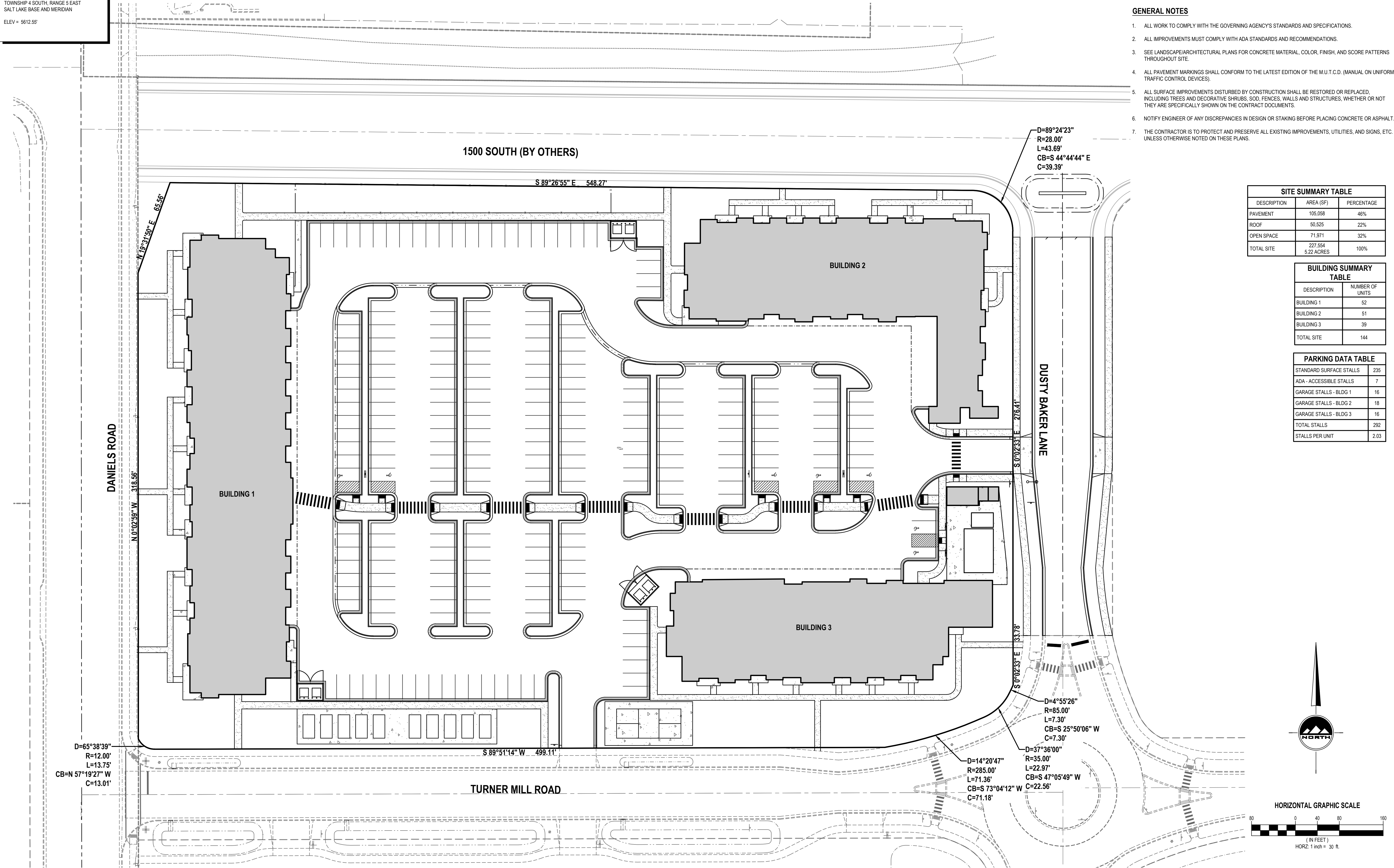
811

Know what's below.
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CONSTRUCTION.

BENCHMARK

WEST QUARTER CORNER OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
ELEV = 5612.55'



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	105,058	46%
ROOF	50,525	22%
OPEN SPACE	71,971	32%
TOTAL SITE	227,554 5.22 ACRES	100%

BUILDING SUMMARY TABLE	
DESCRIPTION	NUMBER OF UNITS
BUILDING 1	52
BUILDING 2	51
BUILDING 3	39
TOTAL SITE	144

PARKING DATA TABLE	
STANDARD SURFACE STALLS	235
ADA - ACCESSIBLE STALLS	7
GARAGE STALLS - BLDG 1	16
GARAGE STALLS - BLDG 2	18
GARAGE STALLS - BLDG 3	16
TOTAL STALLS	292
STALLS PER UNIT	2.03

EN SIGN

THE STANDARD IN ENGINEERING

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CONTACT:
BRAD WATSON
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SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40
HEBER CITY, UT

2020.09.01 PRELIMINARY

OVERALL SITE PLAN

PROJECT NUMBER
9425

PRINT DATE
9/1/20

DRAWN BY
JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-100

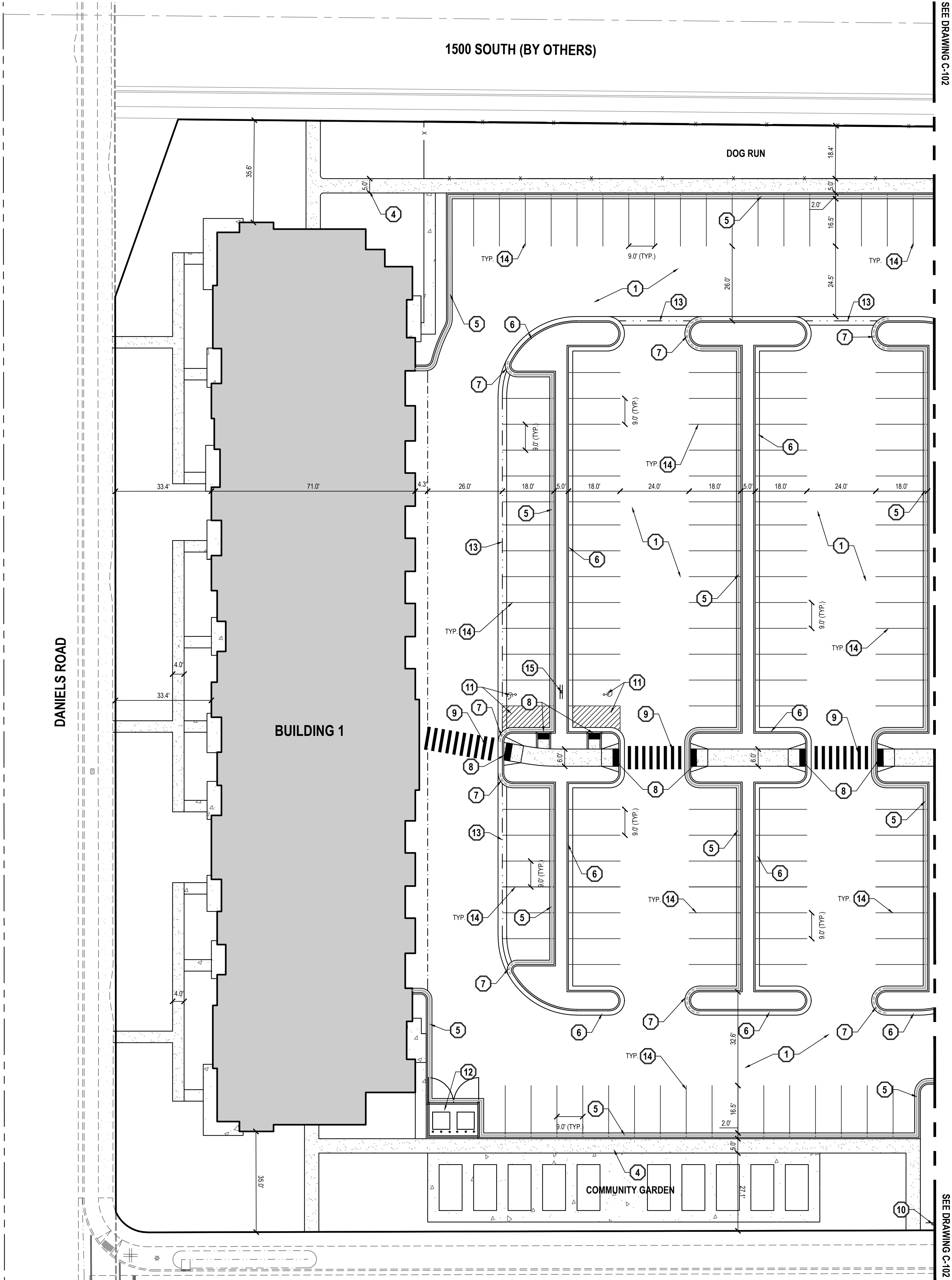
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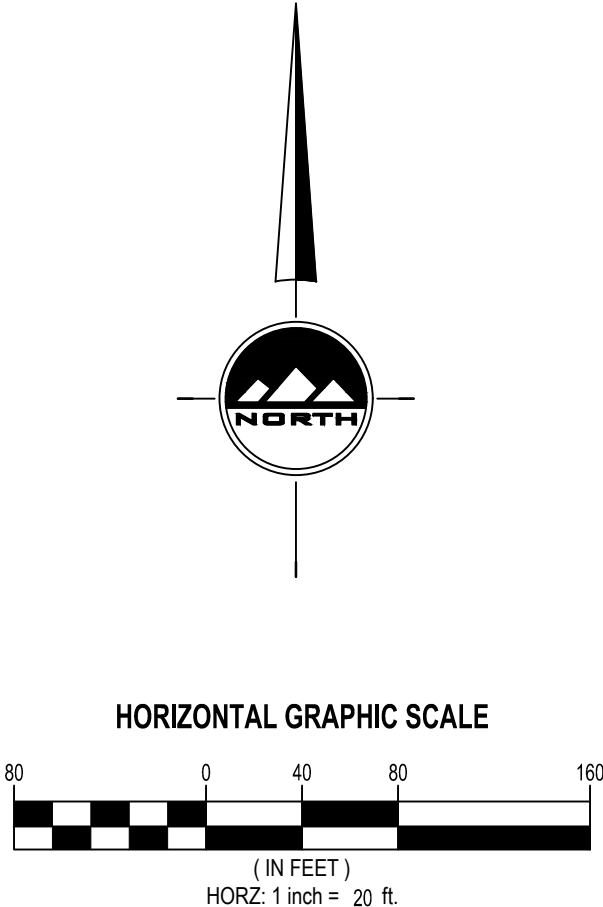
BENCHMARK

WEST QUARTER CORNER OF SECTION 8,
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 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- ASPHALT PAVEMENT PER DETAIL 7/C-500 AND GEOTECHNICAL REPORT.
 - HEAVY DUTY ASPHALT PAVEMENT SECTION PER DETAIL 8/C-500 AND GEOTECHNICAL REPORT.
 - 6" THICK CONCRETE SIDEWALK PER HEBER CITY STANDARD DETAIL STREETS-4 AND SPECIFICATIONS.
 - 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231 AND SPECIFICATIONS.
 - 24" REVERSE PAN CURB AND GUTTER PER DETAIL 6/C-500.
 - 24" HIGH BACK CURB AND GUTTER PER HEBER CITY STANDARD STREETS-4.
 - TRANSITION BETWEEN STANDARD PAN CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
 - HANDICAP ACCESS RAMP PER APWA STANDARD PLAN NO. 235 WITH DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 238 AND SPECIFICATIONS.
 - WHITE CROSSWALK MARKING PER M.U.T.C.D. STANDARD PLANS.
 - "STOP" SIGN PER M.U.T.C.D. STANDARD PLANS.
 - PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
 - TRASH ENCLOSURE. ENCLOSURE TO BE 6 FT HIGH & SHALL MATCH BUILDING DESIGN.
 - 3' WATERWAY PER APWA STANDARD PLAN NO. 211 AND SPECIFICATIONS.
 - 4" THICK PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
 - "HANDICAP PARKING" SIGN W/"VAN ACCESSIBLE" PLAQUE PER M.U.T.C.D. STANDARD PLANS.
 - COMMERCIAL DRIVE APPROACH PER HEBER CITY STANDARD DETAIL STREETS-8 AND SPECIFICATIONS.
 - R4-11 (BICYCLES MAY USE FULL LANE) SIGN PER MUTCD STANDARD PLANS.
 - "DARK SKY FRIENDLY" COMMERCIAL STREET LIGHT PER HEBER CITY STANDARD DETAIL STREETS-13 AND SPECIFICATIONS.



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CONTACT:
BRAD WATSON
PHONE: 801-748-4088

SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40

HEBER CITY, UT

2020.09.01 PRELIMINARY

SITE PLAN

PROJECT NUMBER
9425

PRINT DATE
9/1/20

DRAWN BY
JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-101

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BENCHMARK

WEST QUARTER CORNER OF SECTION 8,
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SALT LAKE BASE AND MERIDIAN
ELEV = 5612.55'

SEE DRAWING C-101

SEE DRAWING C-101

GENERAL NOTES

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17. R4-11 (BICYCLES MAY USE FULL LANE) SIGN PER MUTCD STANDARD PLANS.
18. "DARK SKY FRIENDLY" COMMERCIAL STREET LIGHT PER HEBER CITY STANDARD DETAIL STREETS-13 AND SPECIFICATIONS.

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FOR:
WADSWORTH DBURBAN LLC
166 E 14000 S
DRAPER, UTAH 84020

CONTACT:
BRAD WATSON
PHONE: 801-748-4088

SEQUOIA APARTMENTS AT TURNER MILL PRELIMINARY SUBMITTAL 1550 S HWY 40 HEBER CITY, UT

2020.09.01 PRELIMINARY

SITE PLAN

PROJECT NUMBER
9425
DRAWN BY
JBG
PROJECT MANAGER
RQE
PRINT DATE
9/1/20
CHECKED BY
RQE

C-102

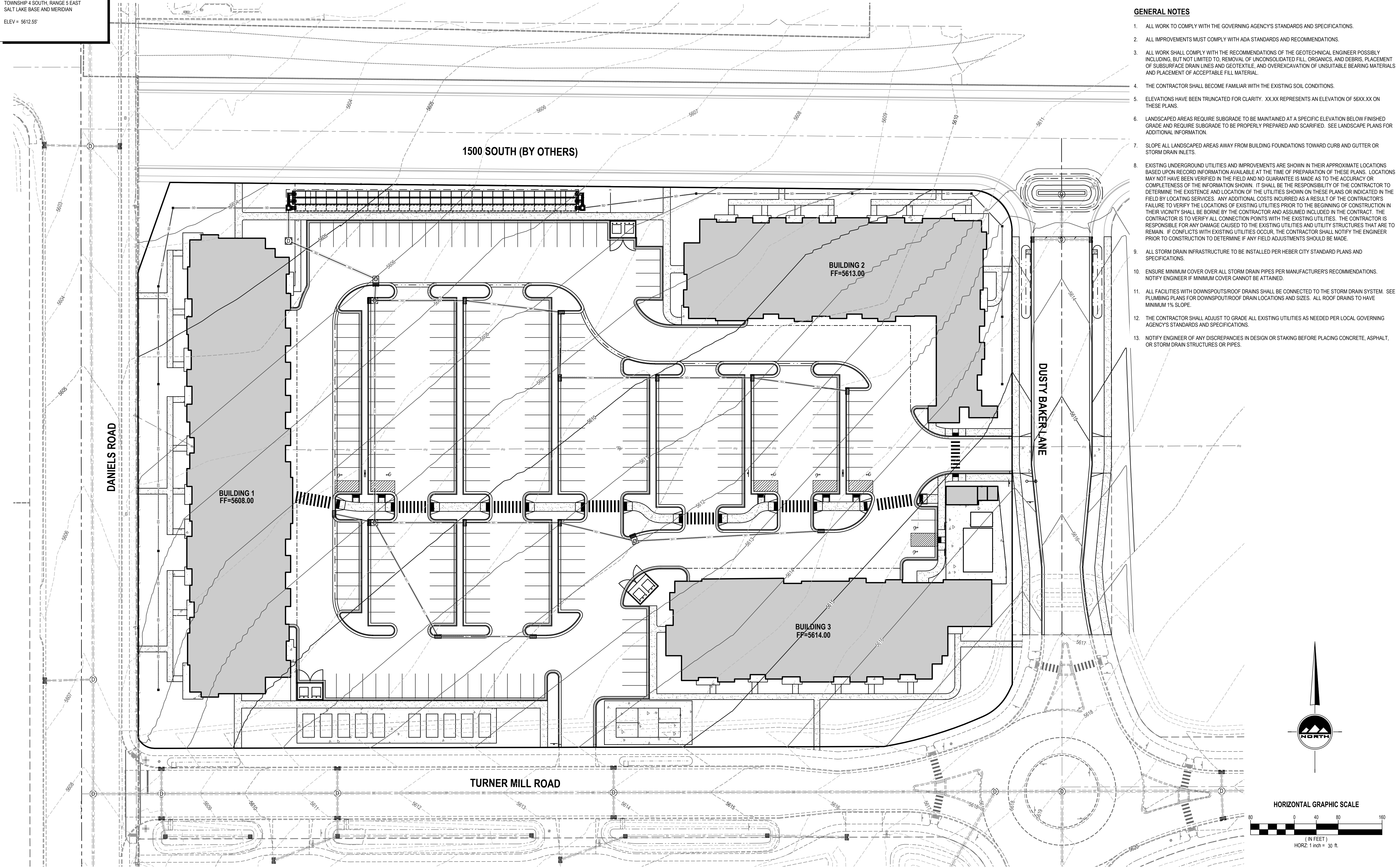
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BENCHMARK

WEST QUARTER CORNER OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
ELEV = 5612.55'



- GENERAL NOTES
1.

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2.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3.

ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4.

THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5.

ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 56XX.XX ON THESE PLANS.
6.

LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7.

SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9.

ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER HEBER CITY STANDARD PLANS AND SPECIFICATIONS.
10.

ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11.

ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12.

THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13.

NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.

EN SIGN

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SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40
HEBER CITY, UT

2020.09.01 PRELIMINARY

OVERALL GRADING
AND DRAINAGE PLAN

PROJECT NUMBER
9425

PRINT DATE
9/1/20

DRAWN BY
JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-200

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BENCHMARK

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ELEV = 5612.55'

SEE DRAWING C-202

SEE DRAWING C-202

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- ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
- ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
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SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- CATCH BASIN PER HEBER CITY STANDARD DRAWING STORM DRAIN-1 AND STORM DRAIN-2 AND SPECIFICATIONS.
- STORM DRAIN MANHOLE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
- LID SWALE PER DETAIL 9/C-500.
- COMBINATION INLET/CLEANOUT BOX PER APWA STANDARD PLAN NO. 216 AND SPECIFICATIONS. MODIFY TO FIT GRATE AND COVER WITHOUT HOOD PER HEBER CITY STANDARD DRAWING STORM DRAIN-2 AND SPECIFICATIONS.
- CLEANOUT BOX PER APWA STANDARD PLAN NO. 331 AND SPECIFICATIONS.
- STORM DRAIN BOX PER APWA PLAN NO. 332 AND SPECIFICATIONS. SIZE PER PLAN. MATCH GRATE TO FINISH GRADE.
- UNDERGROUND RETENTION GALLERY #1 - ADS STORMTECH SC-740 CHAMBER SYSTEM (81 CHAMBERS WITH 6 END CAPS)

100-YR RETENTION STORAGE REQUIRED=6,528 C.F.
100-YR RETENTION STORAGE PROVIDED=6,738 C.F.
- TEMPORARY RETENTION POND #1

TOP=5612.50
100-YR HWM=5611.50
TOE=5608.50

100-YR RETENTION STORAGE REQUIRED=976 C.F.
100-YR RETENTION STORAGE PROVIDED=1,361 C.F.

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Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
WADSWORTH DUBURAN LLC
168 E 14000 S
DRAPER, UTAH 84020
CONTACT:
BRAD WATSON
PHONE: 801-748-4088

SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40
HEBER CITY, UT

2020.09.01 PRELIMINARY

GRADING AND
DRAINAGE PLAN

PROJECT NUMBER
9425

PRINT DATE
9/1/20

DRAWN BY
JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-201

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WEST QUARTER CORNER OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
ELEV = 5612.55'

SEE DRAWING C-201

GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
- ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 56XX.XX ON THESE PLANS.
- LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
- SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER HEBER CITY STANDARD PLANS AND SPECIFICATIONS.
- ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
- ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- CATCH BASIN PER HEBER CITY STANDARD DRAWING STORM DRAIN-1 AND STORM DRAIN-2 AND SPECIFICATIONS.
- STORM DRAIN MANHOLE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
- LID SWALE PER DETAIL 9/C-500.
- COMBINATION INLET/CLEANOUT BOX PER APWA STANDARD PLAN NO. 216 AND SPECIFICATIONS. MODIFY TO FIT GRATE AND COVER WITHOUT HOOD PER HEBER CITY STANDARD DRAWING STORM DRAIN-2 AND SPECIFICATIONS.
- CLEANOUT BOX PER APWA STANDARD PLAN NO. 331 AND SPECIFICATIONS.
- STORM DRAIN BOX PER APWA PLAN NO. 332 AND SPECIFICATIONS. SIZE PER PLAN, MATCH GRATE TO FINISH GRADE.
- UNDERGROUND RETENTION GALLERY #1 - ADS STORMTECH SC-740 CHAMBER SYSTEM (81 CHAMBERS WITH 6 END CAPS)
100-YR RETENTION STORAGE REQUIRED=6,528 C.F.
100-YR RETENTION STORAGE PROVIDED=6,738 C.F.
- TEMPORARY RETENTION POND #1
TOP=5612.50
100-YR HWM=5611.50
TOE=5608.50
100-YR RETENTION STORAGE REQUIRED=976 C.F.
100-YR RETENTION STORAGE PROVIDED=1,361 C.F.

HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ. 1 inch = 20 ft.

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GRADING PLAN

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PROJECT MANAGER
RQE

PRINT DATE
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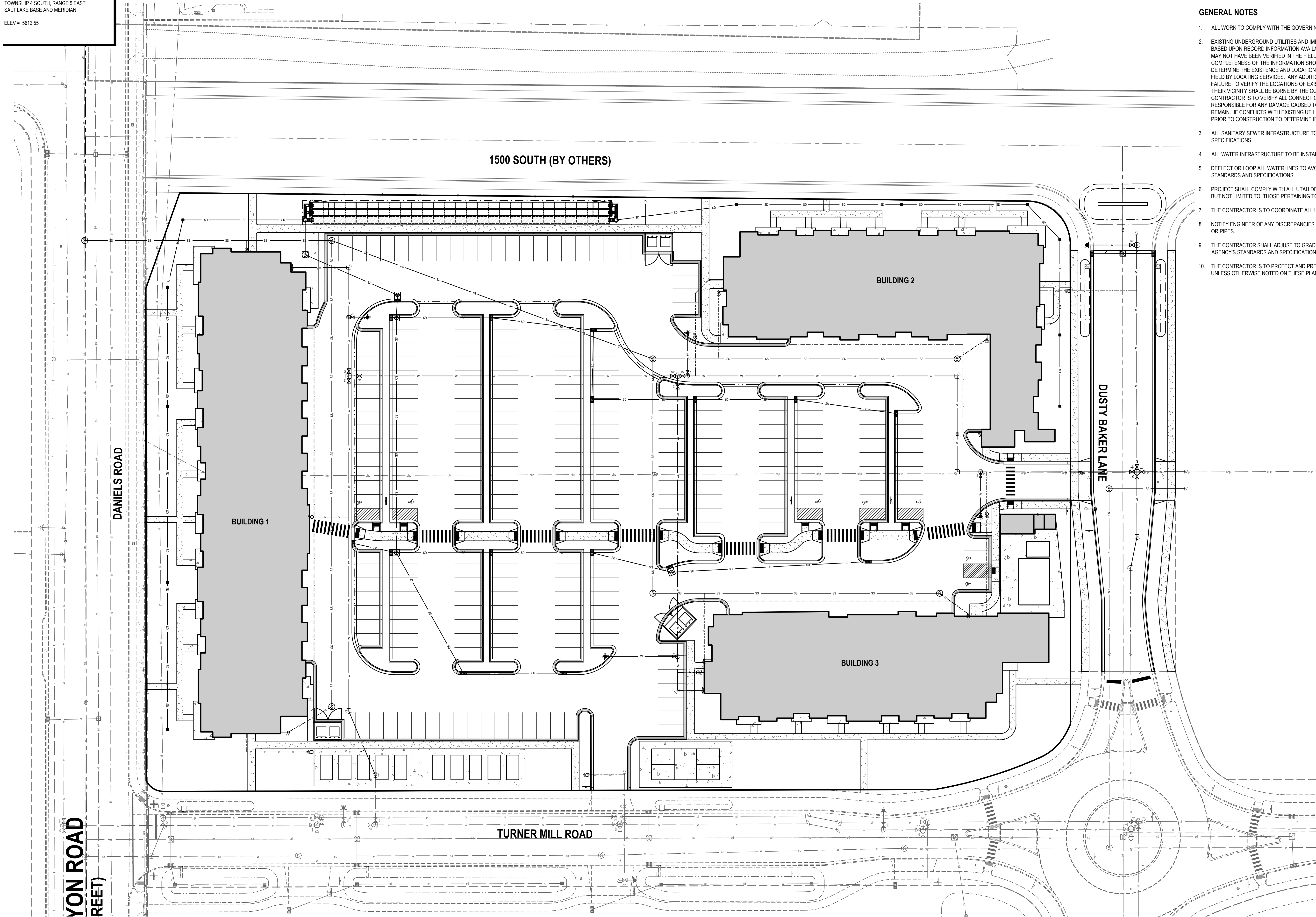
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ELEV = 5612.55'



- GENERAL NOTES
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

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4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER HEBER CITY STANDARD PLANS AND SPECIFICATIONS.

5. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

6. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.

7. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.

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JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-300

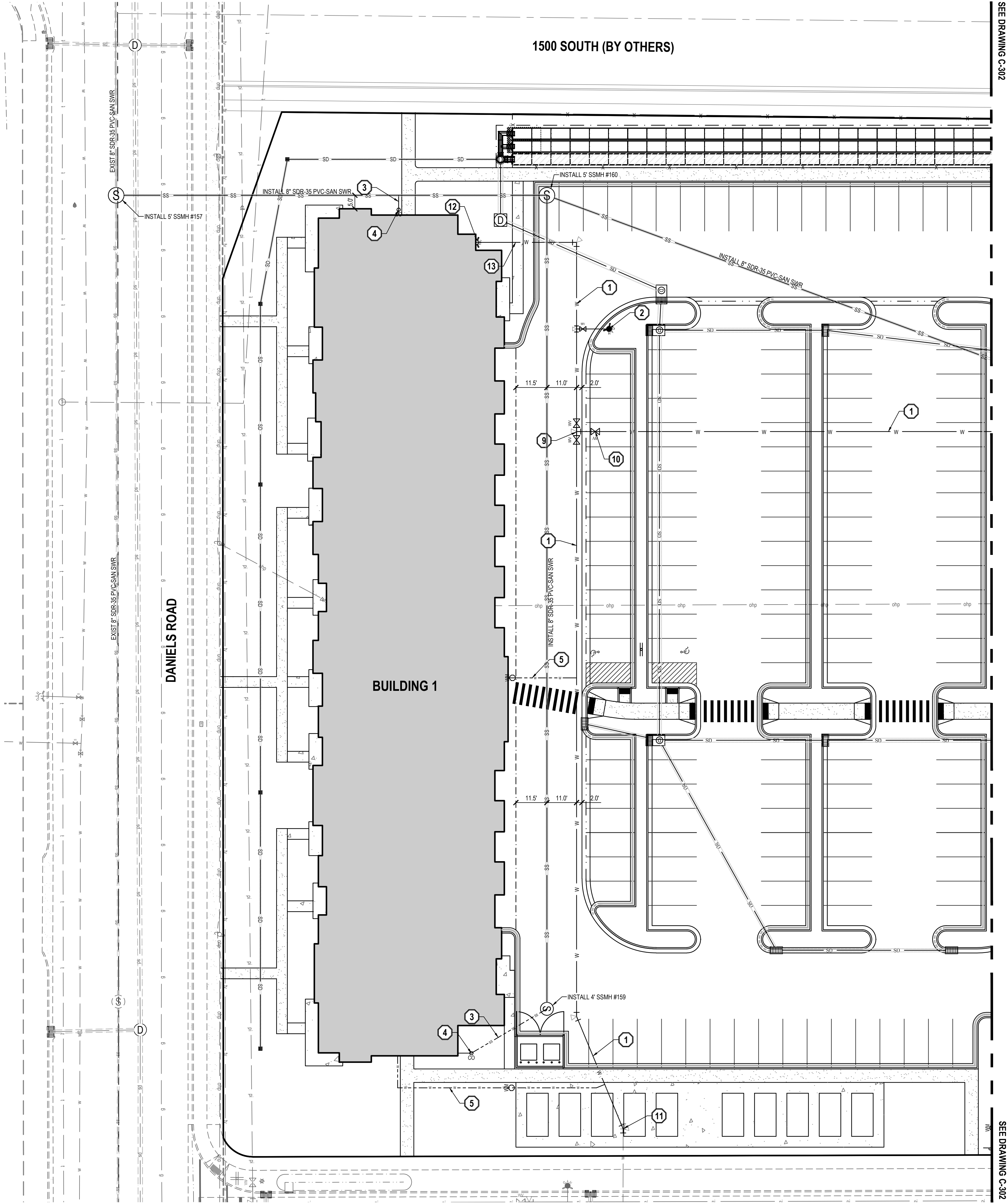
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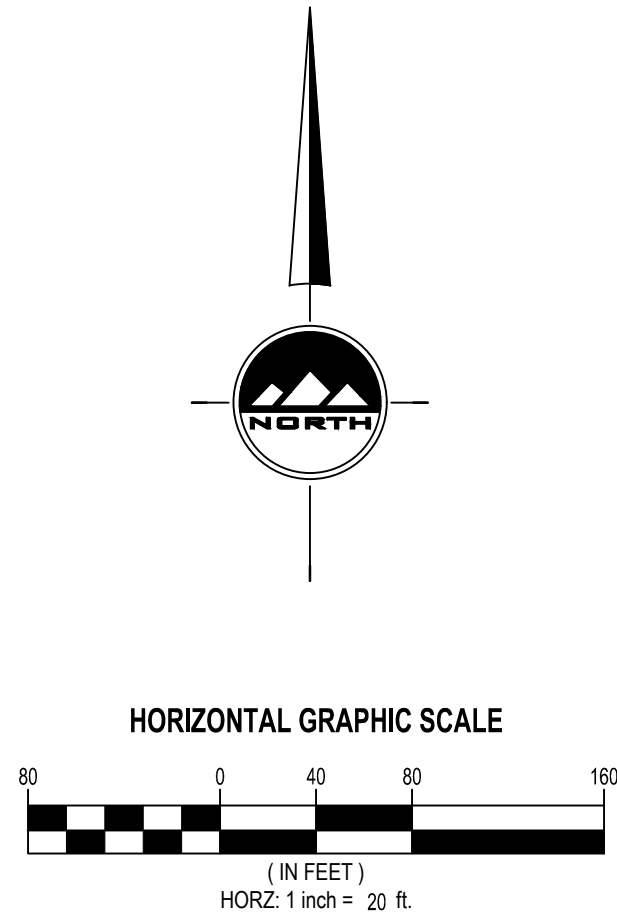
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- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 8" C-900 PVC CULINARY WATER LINE, INCLUDING ALL THRUST BLOCKING, FITTINGS, INSTALLATION AND TRENCHING, PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - FIRE HYDRANT ASSEMBLY COMPLETE PER HEBER CITY STANDARD DETAIL WATER-1 AND SPECIFICATIONS.
 - 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MIN SLOPE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - SANITARY SEWER CLEANOUT PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - 2" CULINARY WATER SERVICE WITH 2" WATER METER PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - PLUG, CAP, THRUST BLOCK, AND MARK WATER LINE FOR FUTURE CONNECTION.
 - 12" C-900 PVC CULINARY WATER LINE, INCLUDING ALL THRUST BLOCKING, FITTINGS, INSTALLATION AND TRENCHING, PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - INSTALL 12"x8" CROSS W/(2) 12" G.V. & (2) 8" G.V. FLANGED TO TEE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - INSTALL 8" TEE W/(2) 8" G.V. FLANGED TO TEE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - INSTALL 8" GATE VALVE
 - CONNECT TO EXISTING WATER LINE (CONTRACTOR TO VERIFY LOCATION AND ELEVATION).
 - FIRE DEPARTMENT CONNECTION.
 - 6" DUCTILE IRON PIPE FIRE LINE, INCLUDING ALL THRUST BLOCK AND FITTINGS, PER HEBER CITY STANDARDS AND SPECIFICATIONS.
 - INSTALL 2" SECONDARY WATER SERVICE W/2" METER PER HEBER CITY STANDARDS AND SPECIFICATIONS.



EN SIGN

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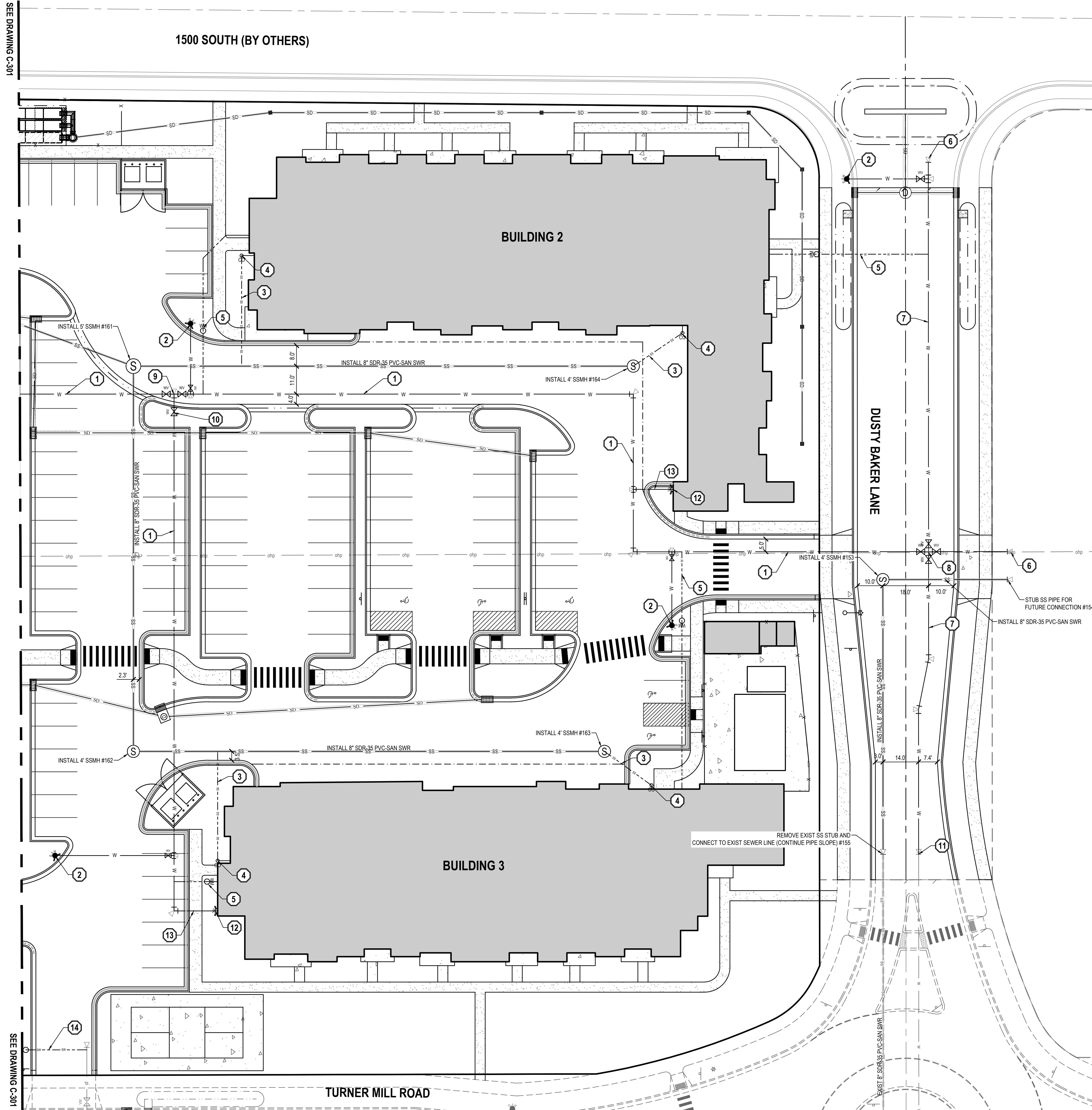
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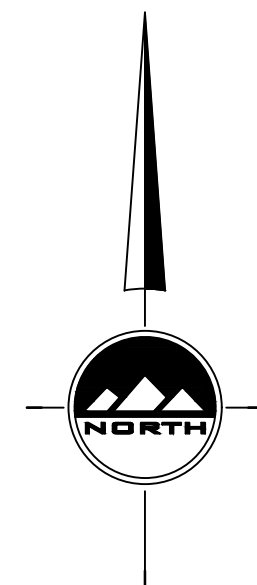
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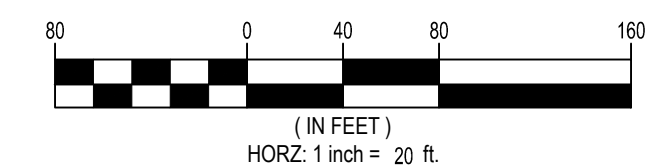
SCOPE OF WORK:

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- ① 8" C-900 PVC CULINARY WATER LINE, INCLUDING ALL THRUST BLOCKING, FITTINGS, INSTALLATION AND TRENCHING, PER HEBER CITY STANDARDS AND SPECIFICATIONS.
- ② FIRE HYDRANT ASSEMBLY COMPLETE PER HEBER CITY STANDARD DETAIL WATER-1 AND SPECIFICATIONS.
- ③ 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MIN SLOPE PER HEBER CITY STANDARDS AND SPECIFICATIONS.
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- ⑤ 2" CULINARY WATER SERVICE WITH 2" WATER METER PER HEBER CITY STANDARDS AND SPECIFICATIONS.
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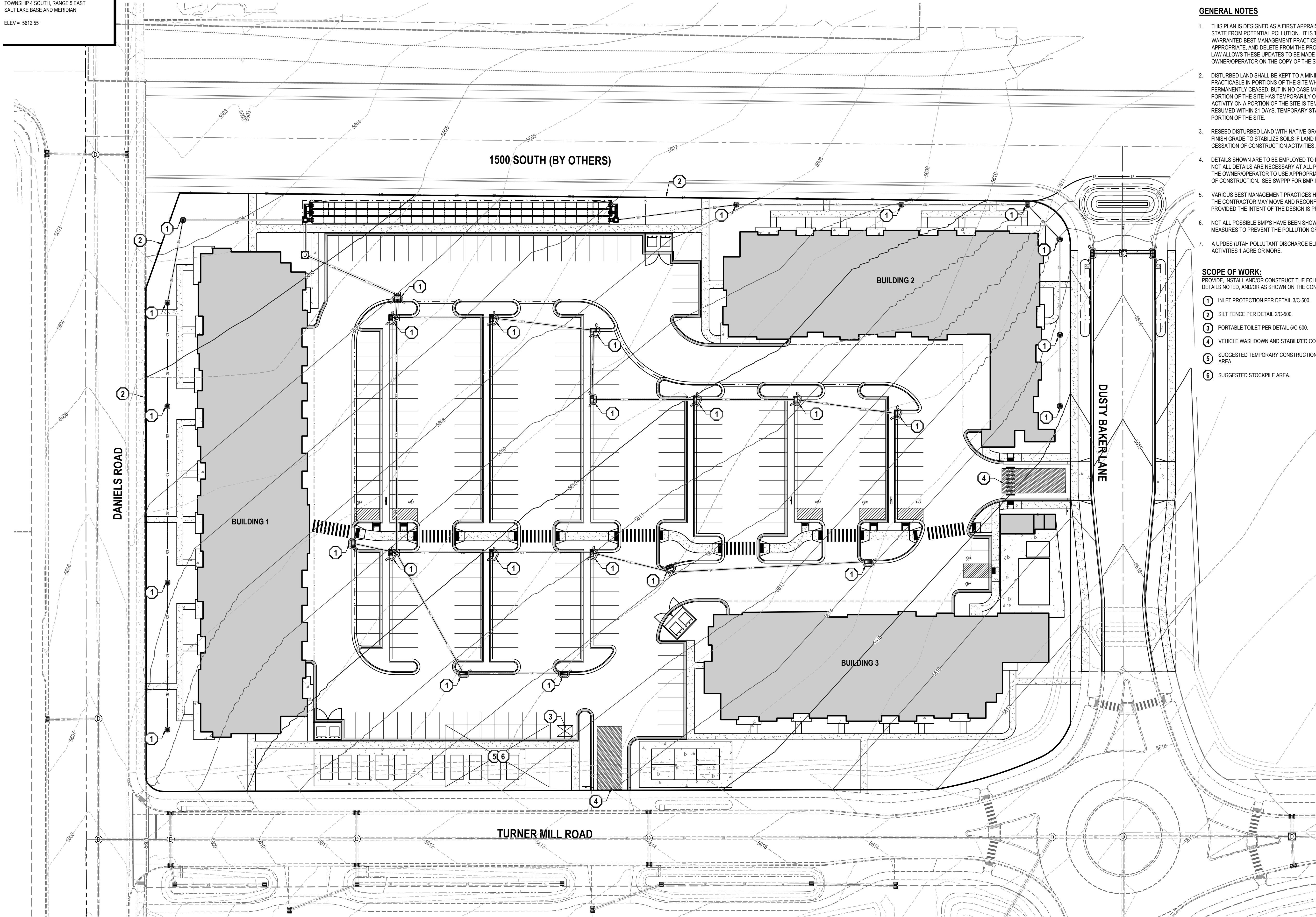
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- GENERAL NOTES
1.

THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY. MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
2.

DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3.

RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
4.

DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
5.

VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
6.

NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
7.

A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

- SCOPE OF WORK:
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1

INLET PROTECTION PER DETAIL 3/C-500.
- 2

SILT FENCE PER DETAIL 2/C-500.
- 3

PORTABLE TOILET PER DETAIL 5/C-500.
- 4

VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 4/C-500.
- 5

SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.
- 6

SUGGESTED STOCKPILE AREA.

EN SIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
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LAYTON
Phone: 801.547.1100

TOOELE
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CEDAR CITY
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RICHFIELD
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FOR:
WADSWORTH DBURBAN LLC
166 E 14000 S
DRAPER, UTAH 84020

CONTACT:
BRAD WATSON
PHONE: 801-748-4088

SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40
HEBER CITY, UT

2020.09.01 PRELIMINARY

EROSION CONTROL PLAN

PROJECT NUMBER
9425

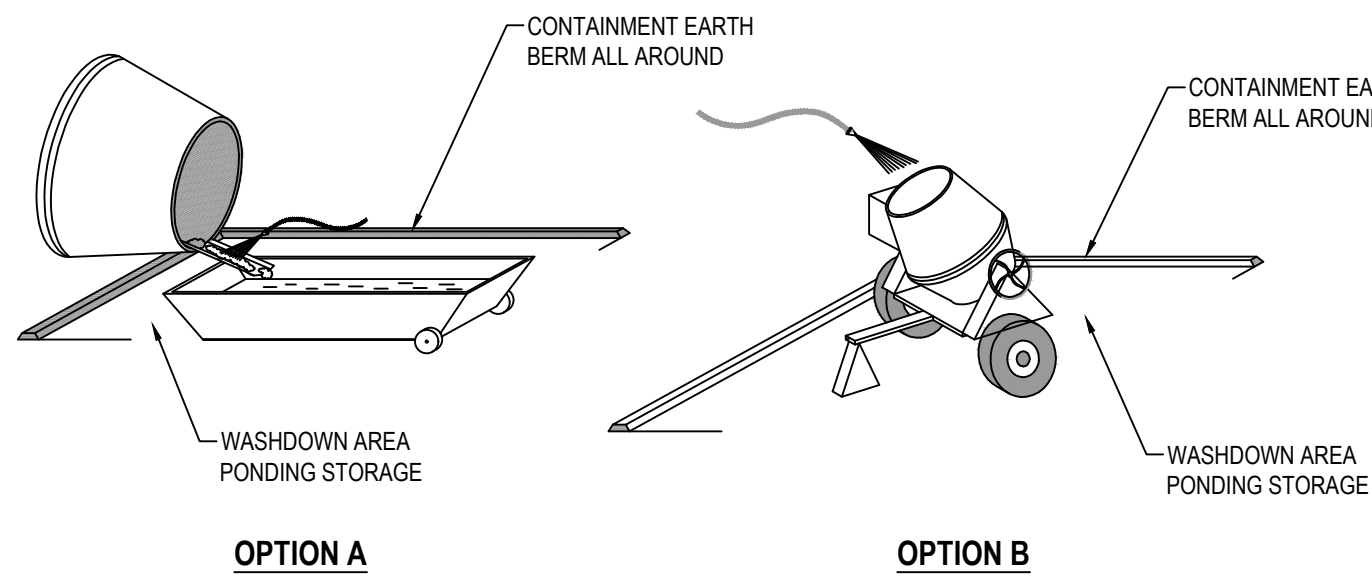
PRINT DATE
9/1/20

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JBG

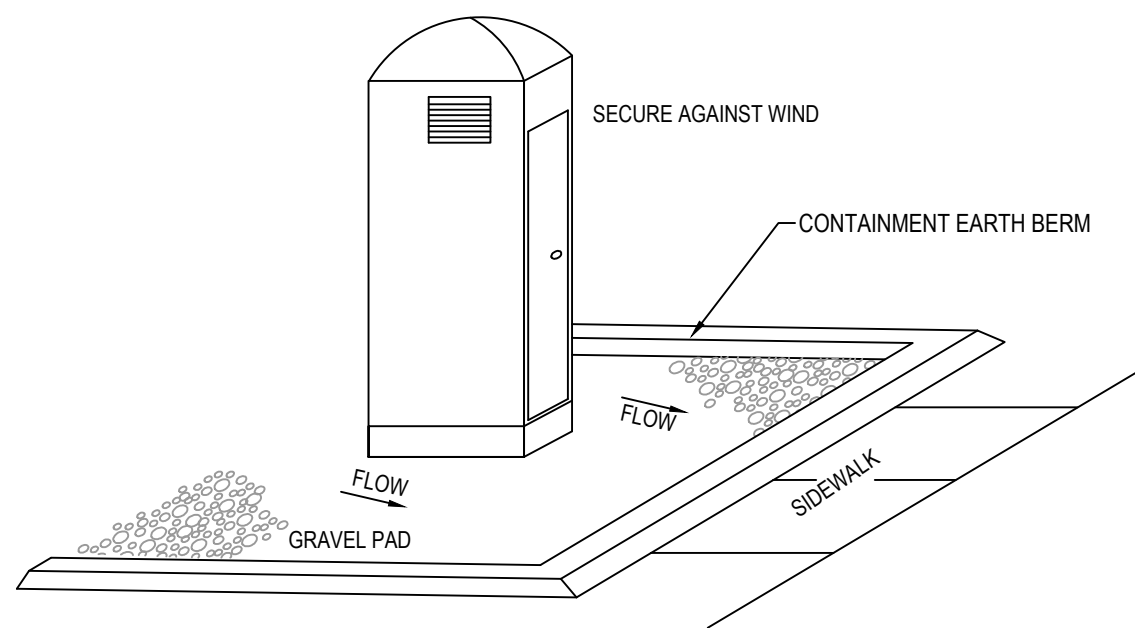
CHECKED BY
RQE

PROJECT MANAGER
RQE

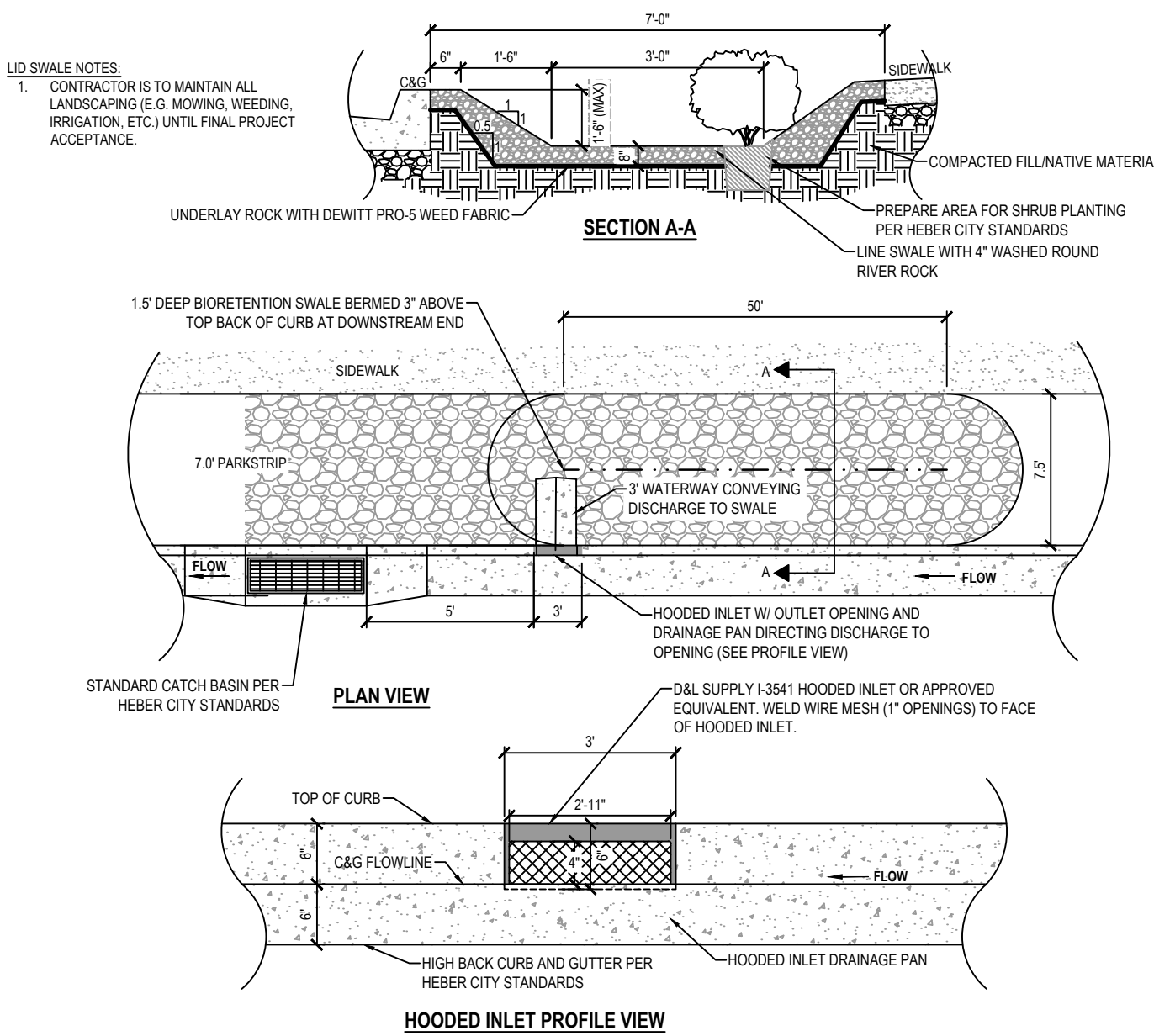
C-400



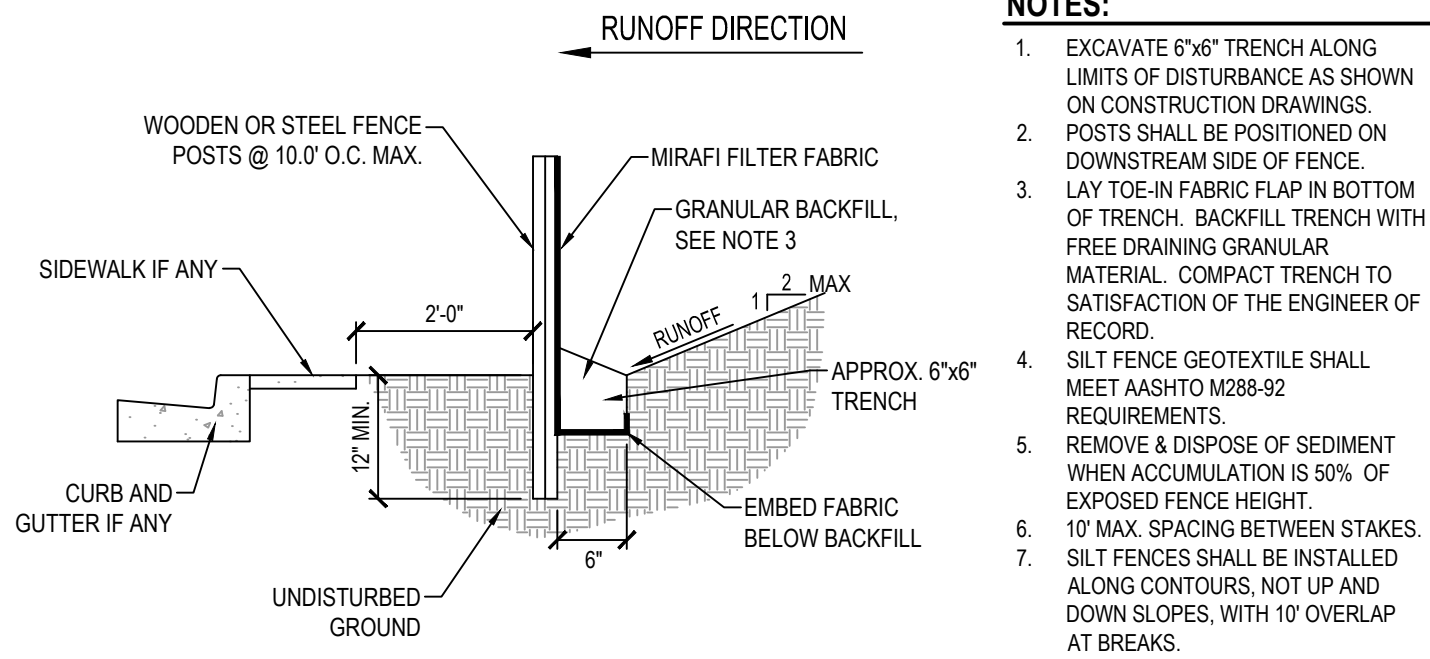
1 CONCRETE WASTE MANAGEMENT SCALE: NONE



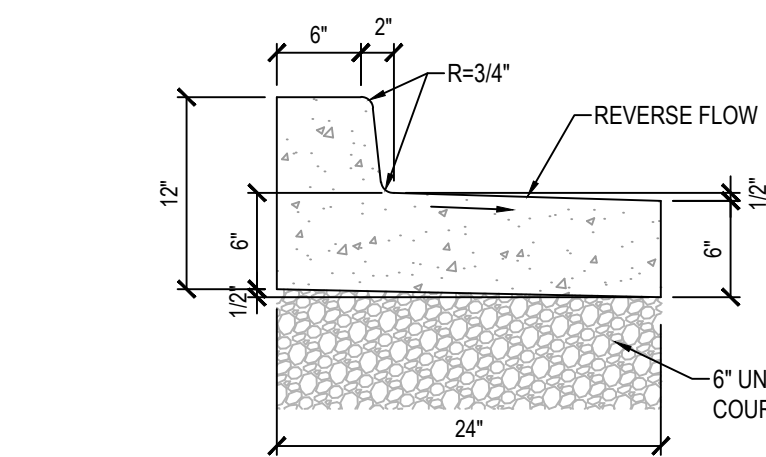
5 PORTABLE TOILET SCALE: NONE



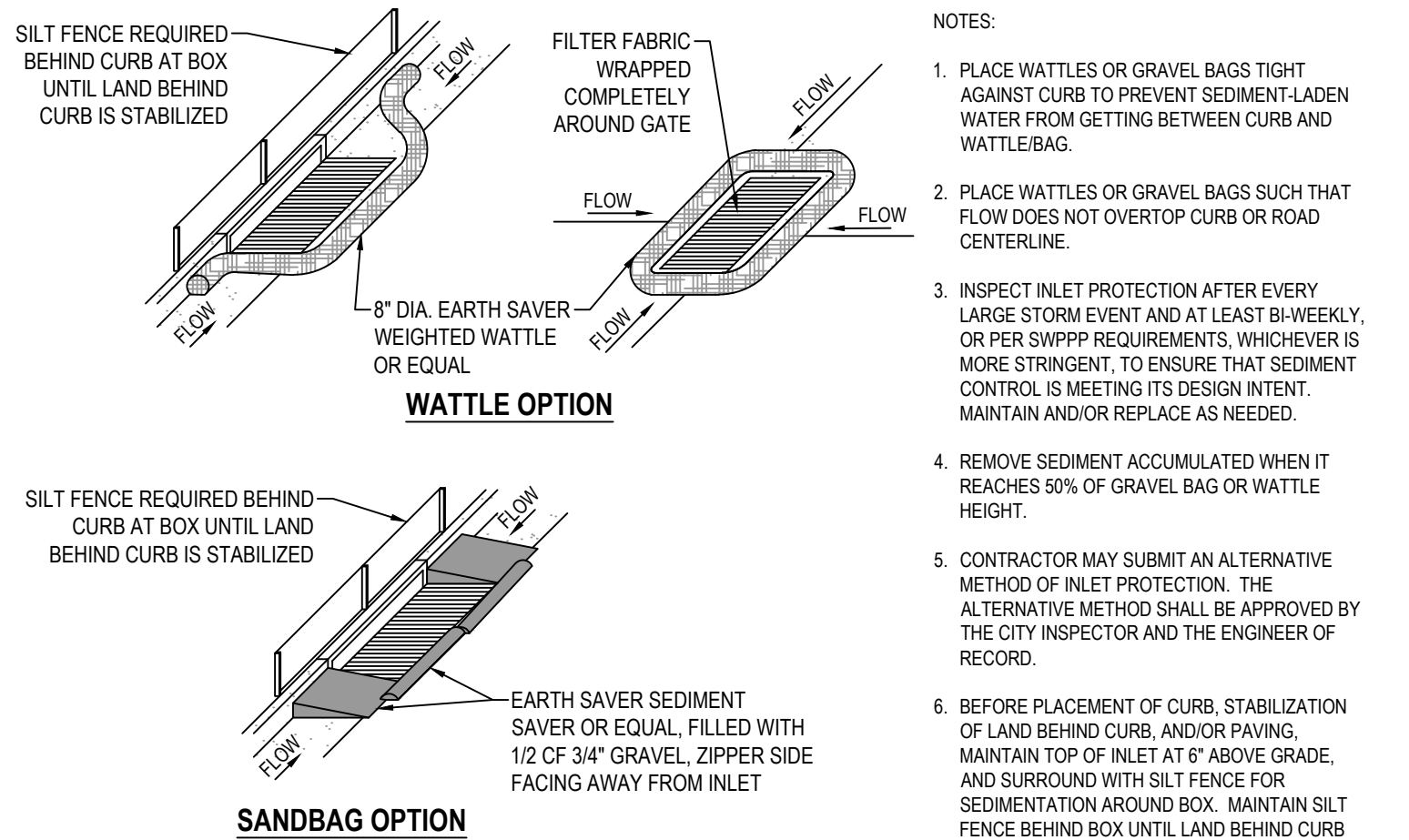
9 LID INLET AND SWALE SCALE: NONE



2 TEMPORARY SILT FENCE SCALE: NONE

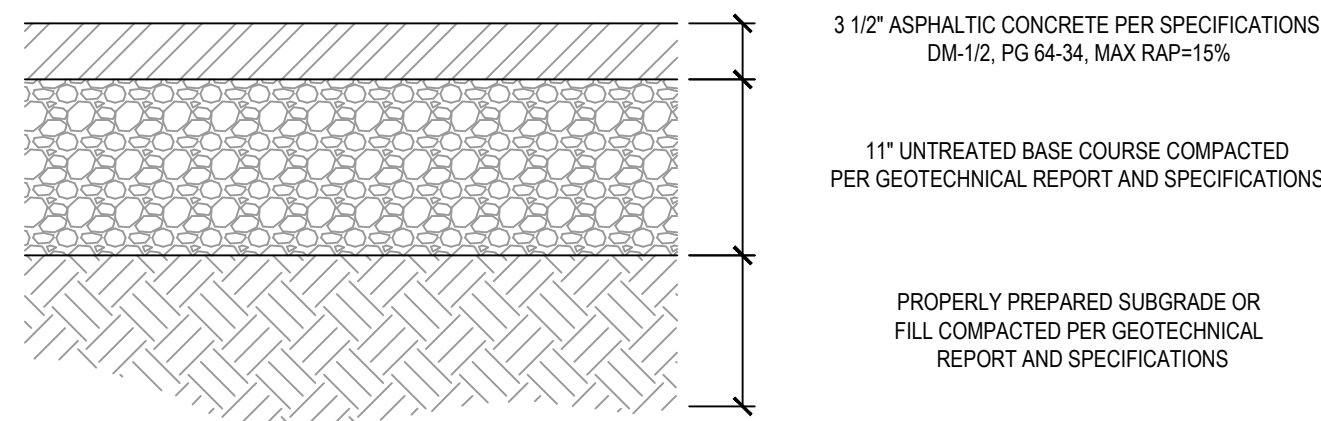


6 24" REVERSE PAN CURB AND GUTTER SCALE: NONE

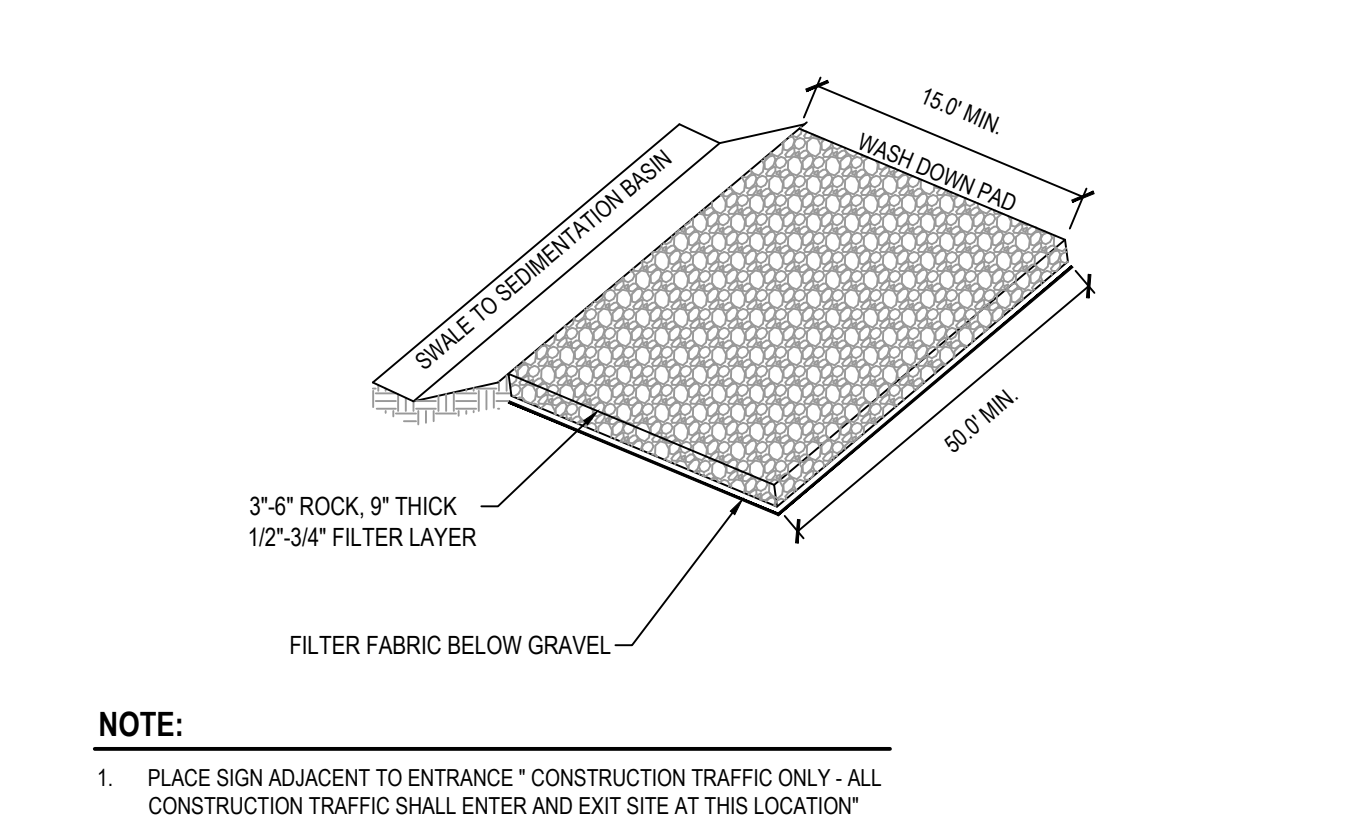


3 SAG INLET PROTECTION SCALE: NONE

- ASPHALT NOTES**
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
 - ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
 - REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

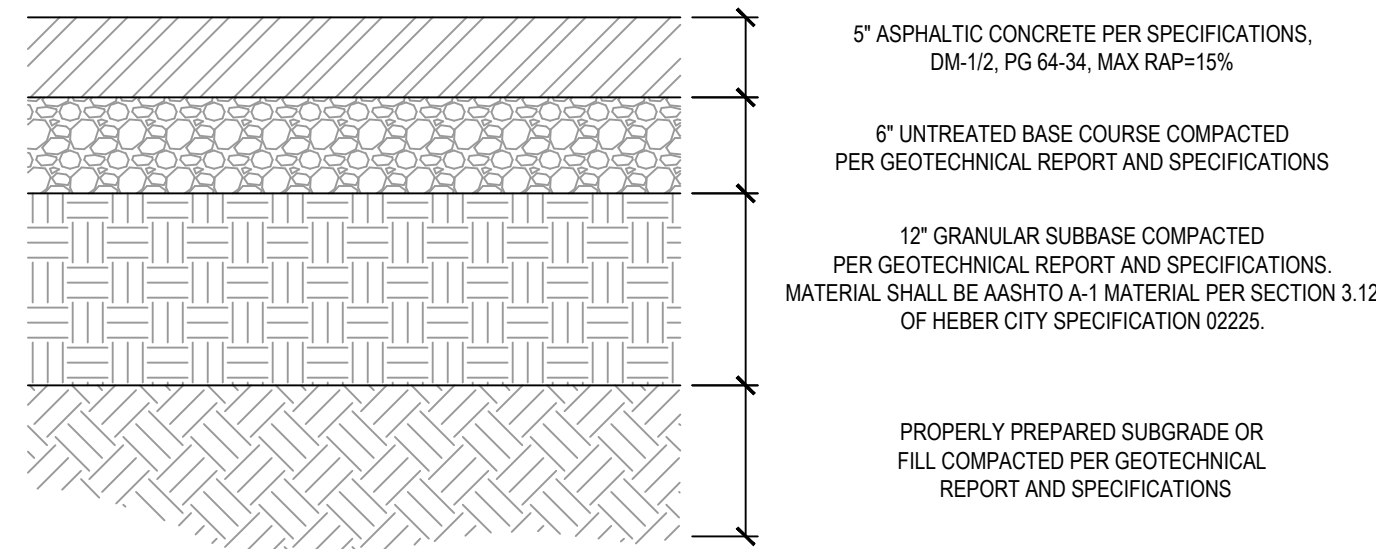


7 STANDARD ASPHALT SECTION SCALE: NONE



4 STABILIZED CONSTRUCTION ENTRANCE SCALE: NONE

- ASPHALT NOTES**
- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
 - ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
 - REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



8 HEAVY-DUTY ASPHALT SECTION SCALE: NONE

THE STANDARD IN ENGINEERING

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WADSWORTH DBURBAN LLC
166 E 14000 S
DRAPER, UTAH 84020

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BRAD WATSON
PHONE: 801-748-4088

2020.09.01 PRELIMINARY

PROJECT NUMBER
9425

PRINT DATE
9/1/20

DRAWN BY
JBG

CHECKED BY
RQE

PROJECT MANAGER
RQE

C-500

SEQUOIA APARTMENTS AT TURNER MILL

PRELIMINARY SUBMITTAL

1550 S HWY 40

HEBER CITY, UT

[illegible]

C
SEQUOIA APARTMENTS AT TURNER MILLS
HEBER

B

B

beecheerwalker
Architecture/Interiors

o 801.438.9500
f 801.438.9503
h 3115 EAST LION LANE, #200
HOLLYWOOD, ILLINOIS 60438

 BEECHERWALKER.COM

PROJECT NUMBER
330.2001

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DWN BY Author	CHKD BY Checker
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Project Status

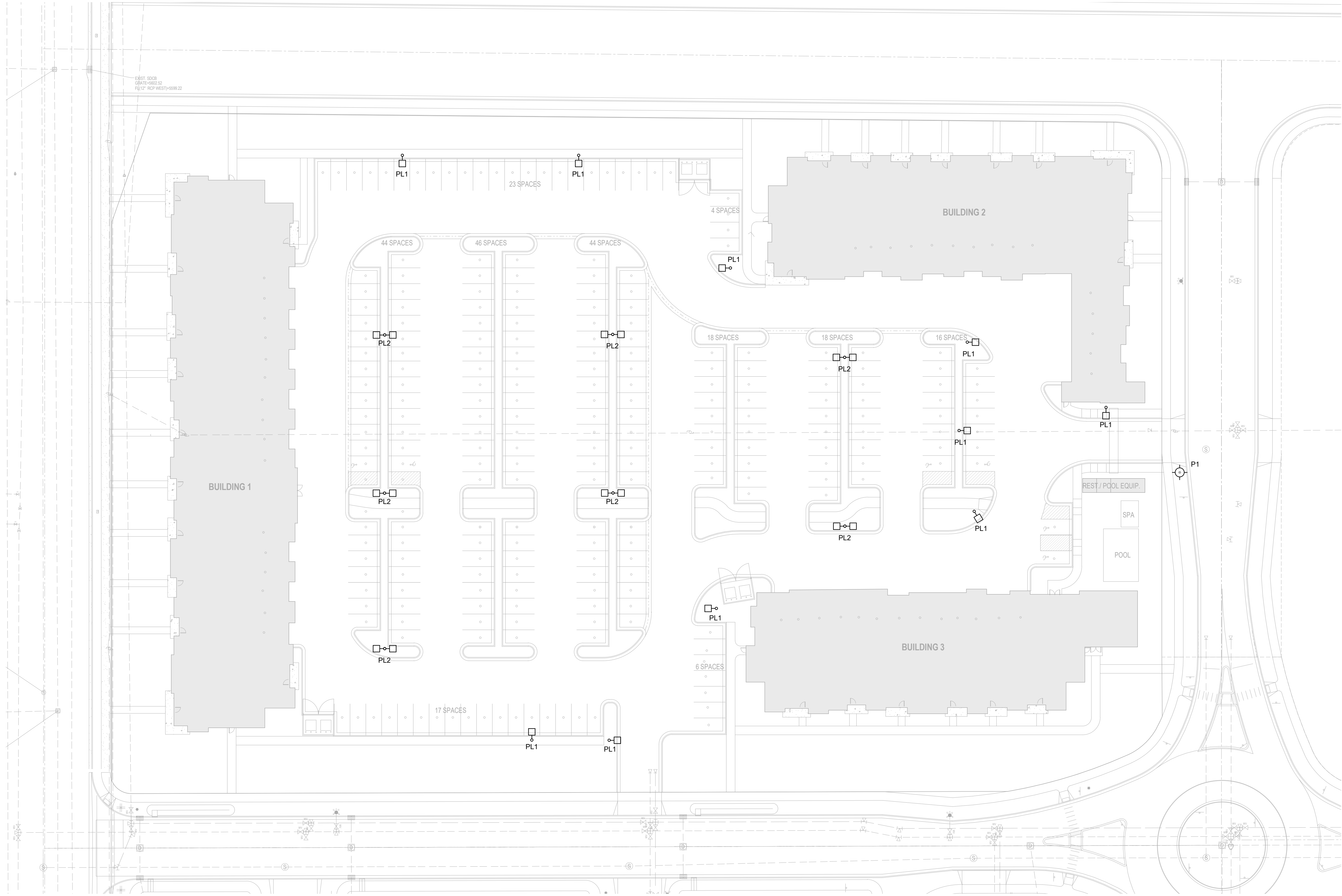
BUILDING #1 LEVEL 1
FLOOR PLAN

DRAWING NUMBER

A911

QADOC Compiled Date: 9/31/2020
QADOC Compiled By: HUNT ELECTRIC

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1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

LIGHTING FIXTURE SCHEDULE					
TYPE	MANUFACTURER	CATALOG NUMBER	LAMP	TOTAL VA	DESCRIPTION
P1	ACUTY BRANDS LIGHTING	SMA14F4J13P07A8G6K - PUC12 P20 30K AS BK L3 N L25 P7E	LED	45 VA	LARGE DECORATIVE PENDANT
PL1	LITHONIA LIGHTING	DSX0 LED P1 30K TFTM MVOLT SPA DBLXD DM19AS	LED	45 VA	SQUARE STRAIGHT STEEL GENERAL PURPOSE 20" POLE WITH (1) D-SERIES SIZE 0 LED AREA LUMINAIRE
PL2	LITHONIA LIGHTING	DSX0 LED P1 30K TFTM MVOLT SPA DM28AS	LED	90 VA	SQUARE STRAIGHT STEEL GENERAL PURPOSE 20" POLE WITH (2) D-SERIES SIZE 0 LED AREA LUMINAIRE

GENERAL NOTES

KEYED NOTES

SEQUOIA APARTMENTS TURNER MILL PHASE 3

ELECTRICAL SITE PLAN
PERMIT SET

ES101

SCALE: 1" = 30'-0"
PRINT DATE: 9/31/2020 11:16:19 PM

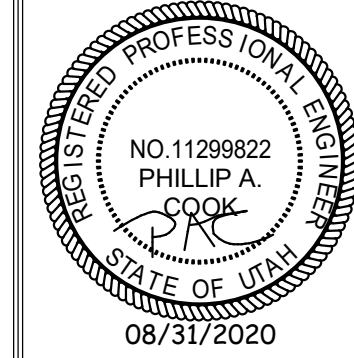
PROJ. MGR.:
DRAWN BY:
ENGINEER:

DATE

DESCRIPTION



NO.

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1



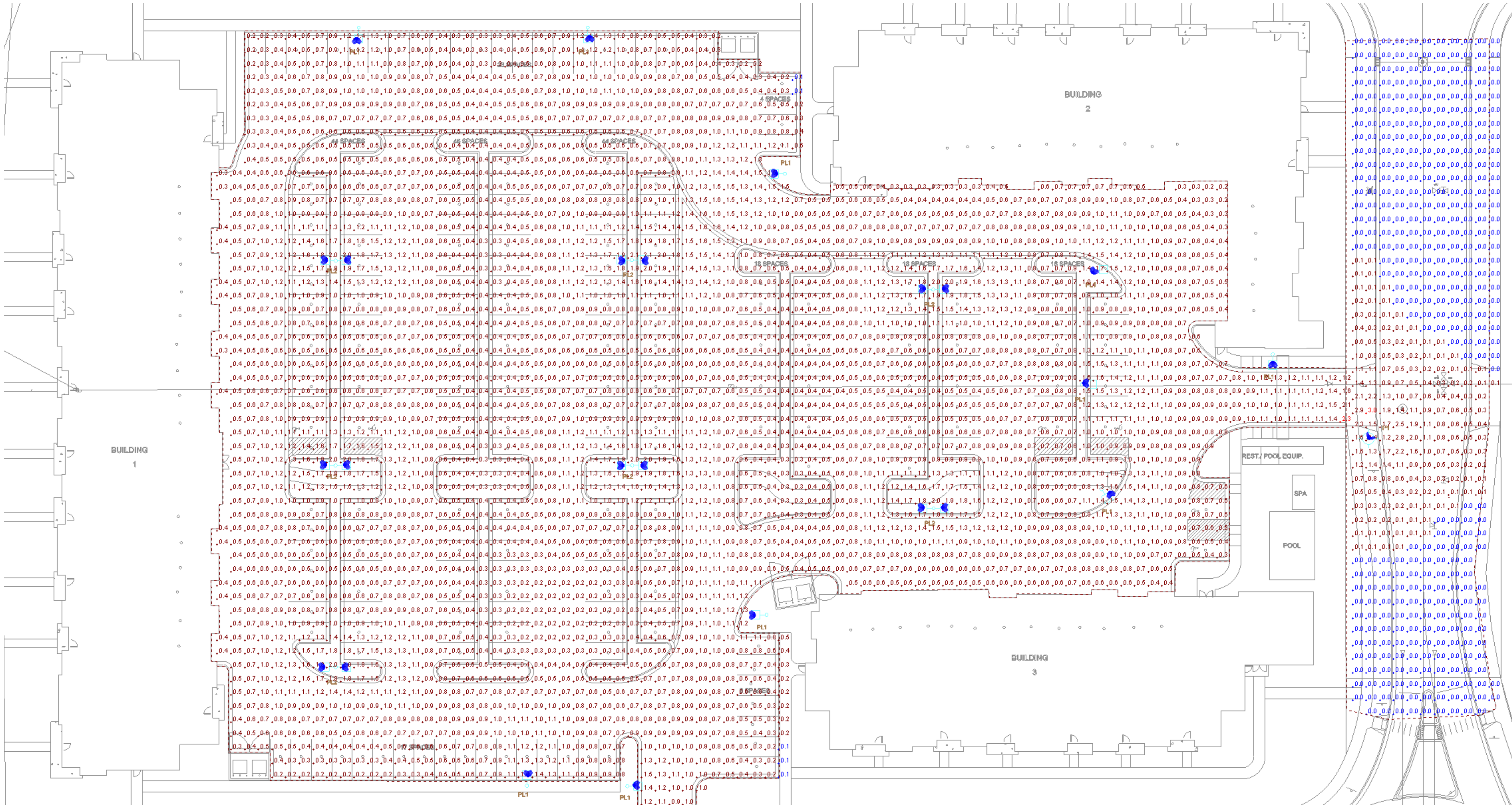
1863 W ALEXANDER ST.
(2410 SO.)
SALT LAKE CITY, UT 84119
PHONE: 801-975-9559
FAX: 801-975-9559



Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	A	1	Holophane	PUCLE2 P20 30K XX L3	Utility Tolt FCO LED 2, P20, 3000K, Type 3 Optic		1	PUCLE2_P20_30K_XX_L3.ies	4190	1	45
	F	24	Lithonia Lighting	DSX0 LED P1 30K TFTM MVOLT	DSX0 LED P1 30K TFTM MVOLT	LED	1	DSX0_LED_P1_30K_TFTM_MVOLT.ies	4373	1	38

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	0.2 fc	3.0 fc	0.0 fc	N/A	N/A
Calc Zone #3	+	0.8 fc	2.3 fc	0.1 fc	23.0:1	8.0:1



Current View

Designer

Date

9/31/2020

Scale

Not to Scale

Drawing No.

Summary

Specifications

POST DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classic fluted base design and a square anchor bolt cover. The shaft shall be Ø4" fluted.

MATERIALS

The base shall be heavy wall, copper free, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION

The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All exposed welds below 8' shall be ground smooth. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

DIMENSIONS

The post shall be 14'-0" in height with a 13" square base. The shaft diameter shall be 4". At the top of the post, a Ø3" by 3" tall tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION

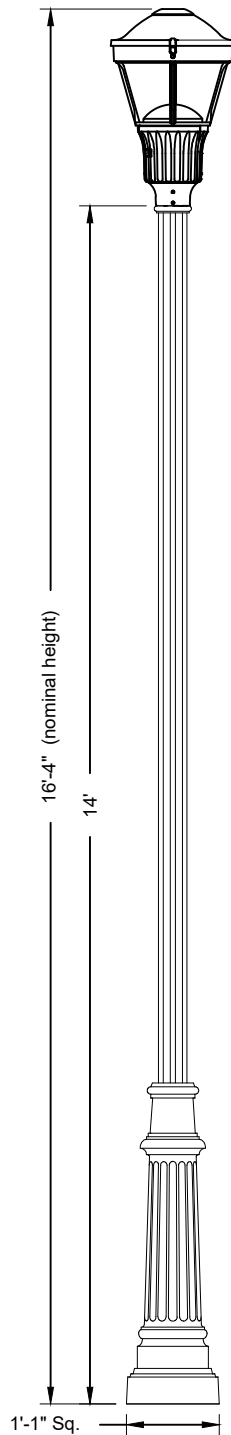
The post shall be provided with four, stainless steel L-type anchor bolts to be installed on a 14" diameter bolt circle. A door shall be provided in the base for wiring access. A grounding screw shall be provided inside the base opposite the door.

FINISH

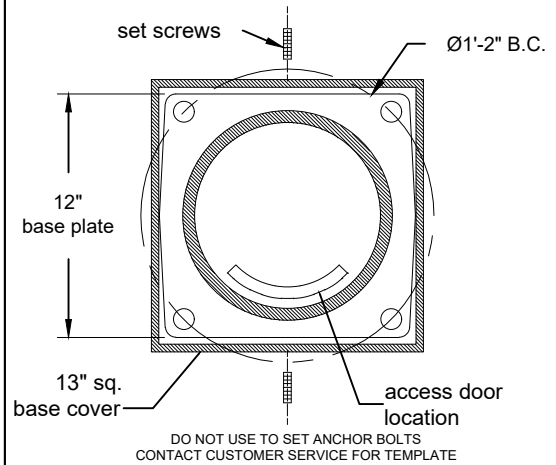
The assembly shall have a standard Holophane black finish.

LUMINAIRE

- Full Cut off Utility Post Top
- 45 input watts 3000 Kelvin
- 4190 Lumens Delivered
- NEMA Twist Photocell Receptacle on top of housing
- Luminaire Ships Factory Pre-Wired with 25' Leads
- 20kV Surge Suppression with Indicator Light
- Removeable Power Door Assembly



Anchorage Detail



Catalog #'s:

SMA14F4J13P07ABGBK - PUCL2 P20 30K AS BK L3 N L25 P7E

Customer Signature

Date



Heber Residential

ORDER #: 2172-12-10327-2

TYPE:

DRAWING #:

REVISION: 1

REVISION DATE: 08/07/14

TSG 008492

DRAWN: MAB

ORIGIN DATE: 08/05/14

PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.



D-Series Size 0 LED Area Luminaire



Catalog
Number

**DSX0 LED P1 30K TFTM
MVOLT SPA DBLXD DM19AS**

Notes

Type

PL1

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA: 0.95 ft²
(.09 m²)

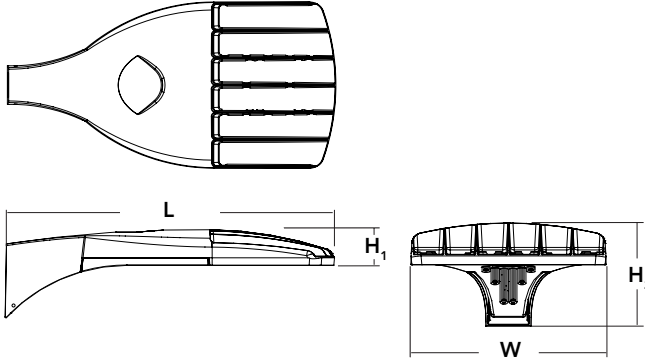
Length: 26"
(66.0 cm)

Width: 13"
(33.0 cm)

Height₁: 3"
(7.62 cm)

Height₂: 7"
(17.8 cm)

Weight (max): 16 lbs
(7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED					
Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P4 ¹ P7 ¹ P2 P5 P3 P6 Rotated optics P10 ² P12 ² P11 ² P13 ^{1,2}	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short ³	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT ^{5,6} 120 ⁶ 208 ⁶ 240 ⁶ 277 ⁶ 347 ⁶ 480 ⁶
				Shipped included SPA Square pole mounting RPA Round pole mounting ⁷ WBA Wall bracket ³ SPUMBA Square pole universal mounting adaptor ⁸ RPUMBA Round pole universal mounting adaptor ⁸ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁹	

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{10,11} PIRHN Network, high/low motion/ambient sensor ¹² PER NEMA twist-lock receptacle only (control ordered separate) ¹³ PER5 Five-pin receptacle only (control ordered separate) ^{13,14} PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{13,14} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁵	Shipped installed HS House-side shield ¹⁹ SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ² R90 Right rotated optics ² DDL Diffused drop lens ¹⁹ HA 50°C ambient operations ¹ Shipped separately BS Bird spikes ²⁰ EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



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DSX0-LED
Rev. 07/30/20
Page 1 of 8

Ordering Information

Accessories

Ordered and shipped separately.

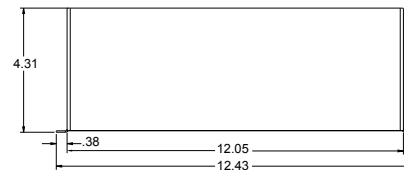
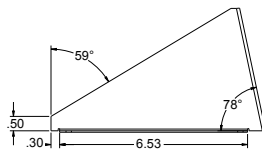
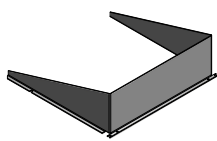
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²¹
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²¹
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²¹
DSHORT SBK U	Shorting cap ²¹
DSX0HS 20C U	House-side shield for P1,P2,P3 and P4 ¹⁹
DSX0HS 30C U	House-side shield for P10,P11,P12 and P13 ¹⁹
DSX0HS 40C U	House-side shield for P5,P6 and P7 ¹⁹
DSX0DDL U	Diffused drop lens (polycarbonate) ¹⁹
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) ²²
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹
DSX0EGS (FINISH) U	External glare shield

For more control options, visit [DTL](#) and [ROAM](#) online.
Link to [nLight Air 2](#)

NOTES

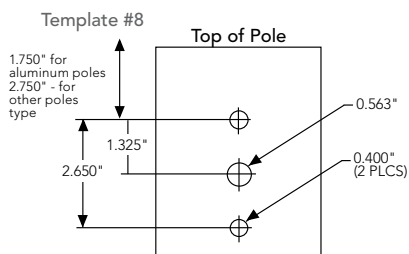
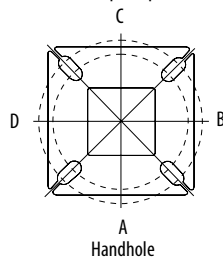
- HA not available with P4, P7, and P13.
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- Any Type 5 distribution with photocell, is not available with WBA.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Suitable for mounting to round poles between 3.5" and 12" diameter.
- Universal mounting brackets intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
- Must be ordered with PIRHN.
- Sensor cover available only in dark bronze, black, white and natural aluminum colors.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
- Reference Controls Options table on page 4.
- Reference Motion Sensor Default Table on page 4 to see functionality.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8

EGS – External Glare Shield



Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 90°	3 at 120°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-390	AST20-320	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"		3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

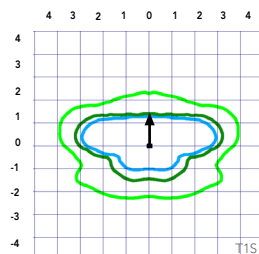
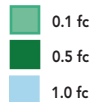
Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

Photometric Diagrams

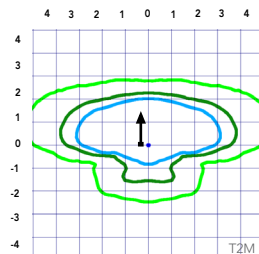
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

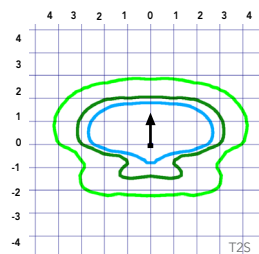
LEGEND



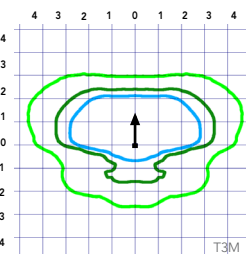
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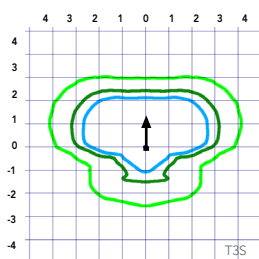
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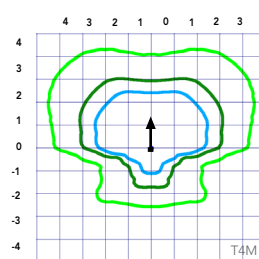
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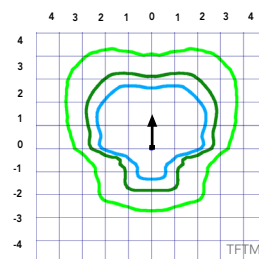
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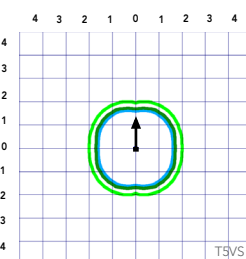
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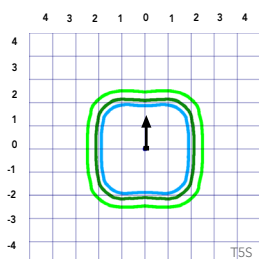
Test No.



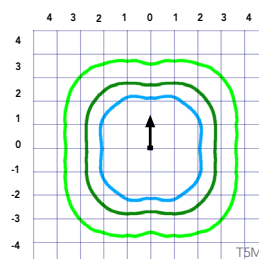
Test No.



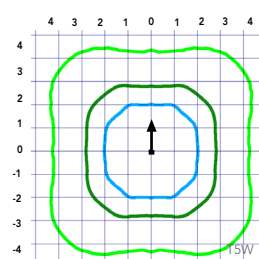
Test No.



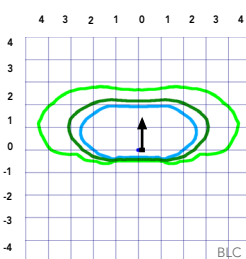
Test No.



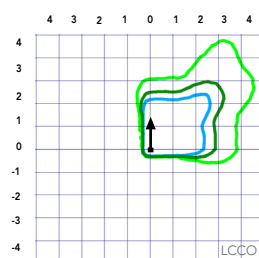
Test No.



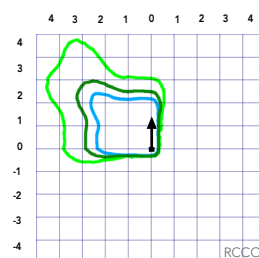
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



Test No.



Test No.



Test No.

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings						
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with separate Dusk to Dawn or timer.

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current	Wattage	120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
P2	20	700	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
				T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125
				T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121
				T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124
				T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122
				TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124
				TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129
				TSS	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	1	129
				TSM	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129
				TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130
				BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102
				LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
				RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
P3	20	1050	71W	T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120
				T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125
				TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125
				TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
P4	20	1400	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116
				T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117
				T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113
				T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116
				T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114
				TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116
				TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121
				TSS	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121
				TSM	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121
				TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122
				BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95
				LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71
				RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	40	700	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138
				TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138
				TSM	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138
				TSW	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
P6	40	1050	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125
				TSS	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126
				TSM	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125
				TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
P7	40	1300	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116
				TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117
				TSM	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116
				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	30	530	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142
				TSS	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83
P11	30	700	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130
				T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129
				T2M	8,699	3	0	3	121	9,371	3	0	3	130	9,490	3	0	3	132
				T3S	8,412	3	0	3	117	9,062	3	0	3	126	9,177	3	0	3	127
				T3M	8,694	3	0	3	121	9,366	3	0	3	130	9,484	3	0	3	132
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,305	3	0	3	129
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,546	3	0	3	133
				TSVS	8,812	3	0	0	122	9,493	3	0	0	132	9,613	3	0	0	134
				TSS	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	0	1	132
				TSM	8,736	3	0	2	121	9,411	3	0	2	131	9,530	3	0	2	132
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	4	0	2	131
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	3	0	3	109
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	1	0	2	78
				RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	78
P12	30	1050	104W	T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131
				TSS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76
P13	30	1300	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123
				T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122
				T2M	14,614	3	0	3	114	15,744	4	0	4	123	15,943	4	0	4	125
				T3S	14,132	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4	120
				T3M	14,606	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4	124
				T4M	14,330	4	0	4	112	15,438	4	0	4	121	15,633	4	0	4	122
				TFTM	14,701	4	0	4	115	15,836	4	0	4	124	16,037	4	0	4	125
				TSVS	14,804	4	0	1	116	15,948	4	0	1	125	16,150	4	0	1	126
				TSS	14,679	3	0	1	115	15,814	3	0	1	124	16,014	3	0	1	125
				TSM	14,676	4	0	2	115	15,810	4	0	2	124	16,010	4	0	2	125
				TSW	14,544	4	0	3	114	15,668	4	0	3	122	15,866	4	0	3	124
				BLC	7,919	3	0	3	62	8,531	3	0	3	67	8,639	3	0	3	67
				LCCO	5,145	1	0	2	40	5,543	1	0	2	43	5,613	1	0	2	44
				RCCO	5,139	3	0	3	40	5,536	3	0	3	43	5,606	3	0	3	44

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50°C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.



COMMERCIAL OUTDOOR

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D-Series Size 0 LED Area Luminaire



Catalog
Number

**DSX0 LED P1 30K TFTM
MVOLT SPA DM28AS**

Notes

Type

PL2

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA: 0.95 ft²
(.09 m²)

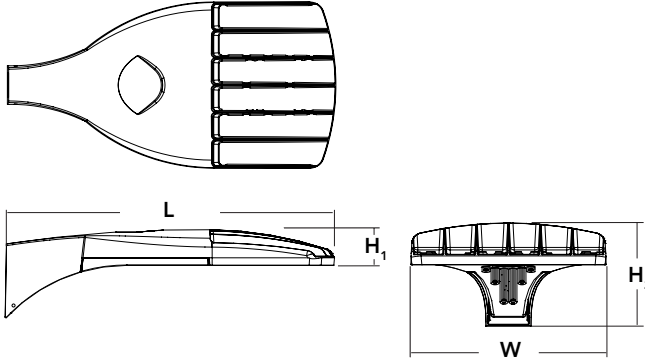
Length: 26"
(66.0 cm)

Width: 13"
(33.0 cm)

Height₁: 3"
(7.62 cm)

Height₂: 7"
(17.8 cm)

Weight (max): 16 lbs
(7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED					
Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P4 ¹ P7 ¹ P2 P5 P3 P6 Rotated optics P10 ² P12 ² P11 ² P13 ^{1,2}	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short ³	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT^{5,6} 120 ⁶ 208 ⁶ 240 ⁶ 277 ⁶ 347 ⁶ 480 ⁶ Shipped included SPA Square pole mounting RPA Round pole mounting ⁷ WBA Wall bracket ³ SPUMBA Square pole universal mounting adaptor ⁸ RPUMBA Round pole universal mounting adaptor ⁸ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁹

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{10,11} PIRHN Network, high/low motion/ambient sensor ¹² PER NEMA twist-lock receptacle only (control ordered separate) ¹³ PER5 Five-pin receptacle only (control ordered separate) ^{13,14} PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{13,14} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁵	Shipped installed HS House-side shield ¹⁹ SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ² R90 Right rotated optics ² DDL Diffused drop lens ¹⁹ HA 50°C ambient operations ¹ Shipped separately BS Bird spikes ²⁰ EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



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Ordering Information

Accessories

Ordered and shipped separately.

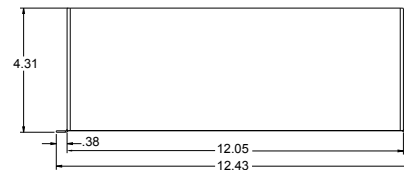
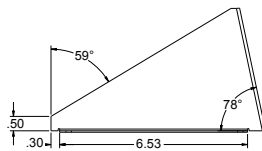
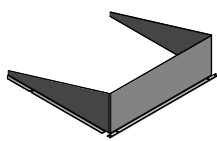
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²¹
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²¹
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²¹
DSHORT SBK U	Shorting cap ²¹
DSX0HS 20C U	House-side shield for P1,P2,P3 and P4 ¹⁹
DSX0HS 30C U	House-side shield for P10,P11,P12 and P13 ¹⁹
DSX0HS 40C U	House-side shield for P5,P6 and P7 ¹⁹
DSX0DDL U	Diffused drop lens (polycarbonate) ¹⁹
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) ²²
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹
DSX0EGS (FINISH) U	External glare shield

For more control options, visit [DTL](#) and [ROAM](#) online.
Link to [nLight Air 2](#)

NOTES

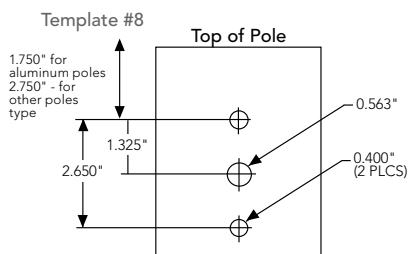
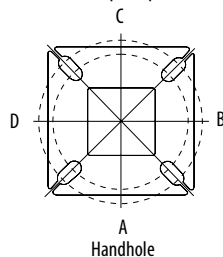
- HA not available with P4, P7, and P13.
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- Any Type 5 distribution with photocell, is not available with WBA.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Suitable for mounting to round poles between 3.5" and 12" diameter.
- Universal mounting brackets intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
- Must be ordered with PIRHN.
- Sensor cover available only in dark bronze, black, white and natural aluminum colors.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
- Reference Controls Options table on page 4.
- Reference Motion Sensor Default Table on page 4 to see functionality.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8

EGS – External Glare Shield



Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 90°	3 at 120°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-390	AST20-320	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"		3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

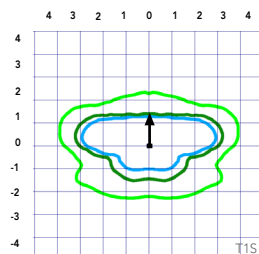
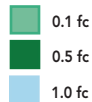
Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

Photometric Diagrams

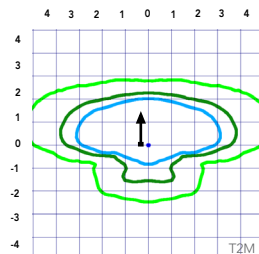
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

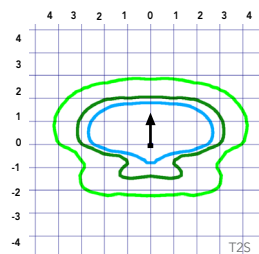
LEGEND



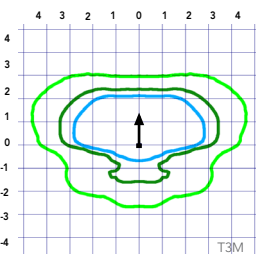
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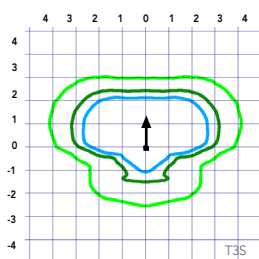
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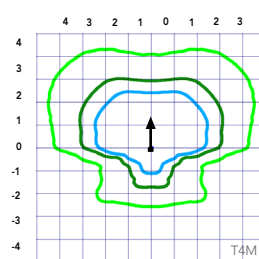
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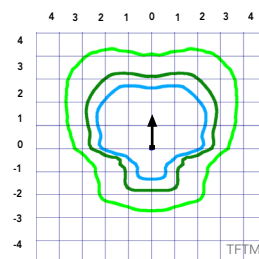
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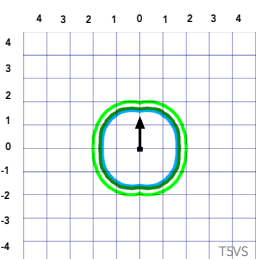
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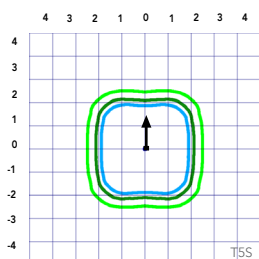
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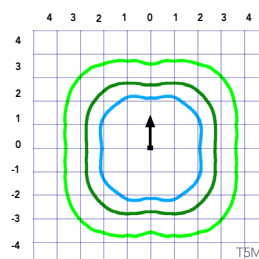
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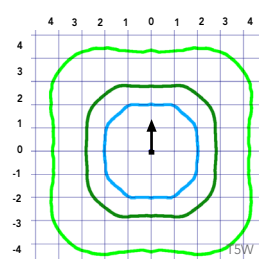
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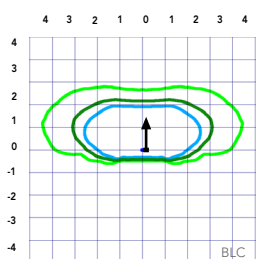
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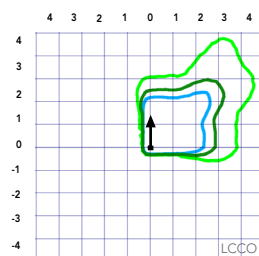
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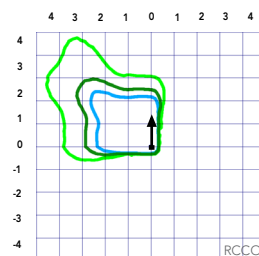
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



Test No.



Test No.



Test No.

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings						
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with separate Dusk to Dawn or timer.

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current	Wattage	120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
P2	20	700	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
				T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125
				T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121
				T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124
				T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122
				TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124
				TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129
				TSS	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	1	129
				TSM	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129
				TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130
				BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102
				LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
				RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
P3	20	1050	71W	T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120
				T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125
				TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125
				TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
P4	20	1400	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116
				T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117
				T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113
				T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116
				T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114
				TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116
				TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121
				TSS	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121
				TSM	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121
				TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122
				BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95
				LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71
				RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	40	700	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138
				TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138
				TSM	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138
				TSW	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
P6	40	1050	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125
				TSS	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126
				TSM	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125
				TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
P7	40	1300	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116
				TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117
				TSM	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116
				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	30	530	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142
				TSS	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83
P11	30	700	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130
				T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129
				T2M	8,699	3	0	3	121	9,371	3	0	3	130	9,490	3	0	3	132
				T3S	8,412	3	0	3	117	9,062	3	0	3	126	9,177	3	0	3	127
				T3M	8,694	3	0	3	121	9,366	3	0	3	130	9,484	3	0	3	132
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,305	3	0	3	129
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,546	3	0	3	133
				TSVS	8,812	3	0	0	122	9,493	3	0	0	132	9,613	3	0	0	134
				TSS	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	0	1	132
				TSM	8,736	3	0	2	121	9,411	3	0	2	131	9,530	3	0	2	132
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	4	0	2	131
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	3	0	3	109
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	1	0	2	78
				RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	78
P12	30	1050	104W	T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131
				TSS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76
P13	30	1300	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123
				T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122
				T2M	14,614	3	0	3	114	15,744	4	0	4	123	15,943	4	0	4	125
				T3S	14,132	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4	120
				T3M	14,606	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4	124
				T4M	14,330	4	0	4	112	15,438	4	0	4	121	15,633	4	0	4	122
				TFTM	14,701	4	0	4	115	15,836	4	0	4	124	16,037	4	0	4	125
				TSVS	14,804	4	0	1	116	15,948	4	0	1	125	16,150	4	0	1	126
				TSS	14,679	3	0	1	115	15,814	3	0	1	124	16,014	3	0	1	125
				TSM	14,676	4	0	2	115	15,810	4	0	2	124	16,010	4	0	2	125
				TSW	14,544	4	0	3	114	15,668	4	0	3	122	15,866	4	0	3	124
				BLC	7,919	3	0	3	62	8,531	3	0	3	67	8,639	3	0	3	67
				LCCO	5,145	1	0	2	40	5,543	1	0	2	43	5,613	1	0	2	44
				RCCO	5,139	3	0	3	40	5,536	3	0	3	43	5,606	3	0	3	44

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50°C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

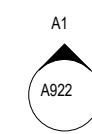
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.



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Architecture / Interiors

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PROJECT NUMBER
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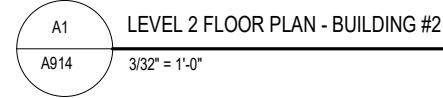
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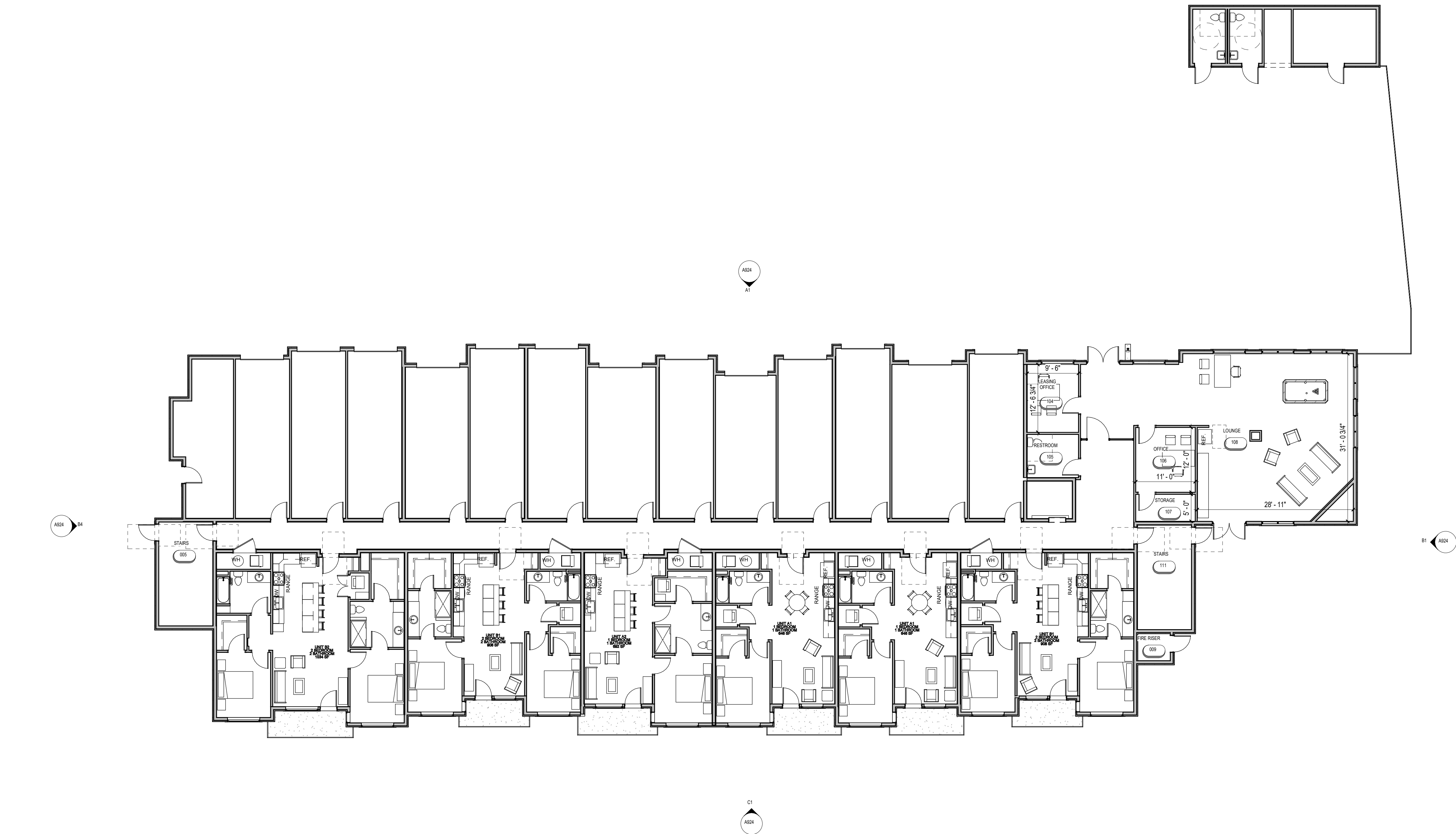
Project Status

BUILDING #2 LEVEL 1
FLOOR PLAN

DRAWING NUMBER

A913

A914

[illegible]

1 LEVEL 1 FLOOR PLAN - BUILDING #3
A915 3/32" = 1'-0"

AFFORDABLE HOUSING PLAN AGREEMENT (TURNERS MILL SUBDIVISION)

This Affordable Housing Agreement (“**Agreement**”) is entered into this ____ day of _____, 2020, among the Wasatch County Housing Authority (“**WCHA**”), Heber City Corporation, a municipality of the State of Utah (“**City**”) and Wadsworth dbUrban, Heber, LLC, a Utah limited liability company (“**Developer**”).

RECITALS

WHEREAS, Developer is the developer of the Turners Mill Subdivision, (“**Turners Mill Subdivision**” or “**Property**”) located in Heber City, Wasatch County, State of Utah, as more particularly identified on Exhibit “A” to this Agreement.

WHEREAS, the City’s Affordable Housing Ordinance, Heber City Code § 18.102 et seq. (the “**Affordable Housing Ordinance**”) requires that developers provide affordable housing units (“**AHUs**”) equaling ten percent (10%) of the number of equivalent residential units (“**ERUs**”) approved and allocated by the City with respect to a development project.

WHEREAS, the City and Developer anticipate entering into a Development Agreement governing the development of Lots 1 and 2 (“**Development Agreement**”), more particularly identified on Exhibit B, of the Property into a residential subdivision containing One Hundred Forty Four (144) and One Hundred Forty Two (142) equivalent residential units, respectively, which Development Agreement shall be recorded in the Office of the Wasatch County Recorder’s Office (the “**Recorder’s Office**”).

WHEREAS, Developer desires to satisfy the City’s Affordable Housing Ordinance by providing all required AHUs for the Turners Mill Subdivision by providing Twenty-Nine (29) AHUs on Lot 1 of the Property and as identified on Exhibit C. The number of AHUs is calculated as follows: Lot 1 AHUs; $144 \text{ ERUs} \times 10\% = 14.4 \text{ AHUs}$. Lot 2 AHUs; $142 \text{ ERUs} \times 10\% = 14.2 \text{ AHUs}$. Collective, Lot 1 and Lot 2 requirements calculated as Lot 1 (14.4 AHUs) plus Lot 2 (14.2 AHUs), totaling 28.6 (rounded to 29) AHUs.

WHEREAS, Developer and the City acknowledge that Lot 3 and Lot 4 of Turners Mill Subdivision are primarily commercial development parcels and not currently subject to the City’s affordable housing requirements, as no ERUs are currently proposed on these lots. Lots 3 and 4 are more particularly identified on Exhibit B.

WHEREAS, Developer desires to satisfy the City’s affordable housing requirements by constructing twenty-nine (29) units that will be designated as AHUs and as more particularly described on Exhibit C.

WHEREAS, Developer desires to satisfy the Affordable Housing Ordinance for the Turner Mill Subdivision in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual recitals, covenants and promises described above and otherwise contained herein, the sufficiency of which is expressly acknowledged by the Parties to this Agreement, the Parties now enter into the following:

AGREEMENT

1. **Incorporation of Recitals and Agreement:** The Recitals set forth above are incorporated into the body of this Agreement. This Agreement is incorporated into the Development Agreement.
2. **Definitions:** Any undefined capitalized word or term used in this Agreement shall have the meanings set forth in the Heber City Code and the Development Agreement, respectively. In the event of a conflict, the meaning shall be controlled first, by this Agreement, second by the Development Agreement and third, by the Heber City Code.
3. **Standards for Construction:** The standards for construction of the AHUs set forth in Section 18.102.060 of the City Code shall be satisfied as follows:
 - a. The AHUs shall be built to blend with the Market Rate multifamily, residential product within the Turner Mill Subdivision.
 - b. The AHUs shall be designed to be reasonably consistent or compatible with the design of the Turner Mill Subdivision in terms of appearance, materials and finished quality.
 - c. Each AHU shall be designed to be affordable/attainable housing for a family of four, meaning a three-bedroom unit at an 80% AMU level.
 - d. Generally, the AHUs shall be built concurrently with the Market Rate Units. Developer anticipates that Lot 2 will be developed within twenty-four (24) months following receipt of building permit approval from the City.
 - e. The AHUs will be three-bedroom, two-bathroom residential housing units.
 - f. Each AHU designated on the AHU Locations exhibit, defined below, shall be for Qualified Applicants of Moderate Income, consistent with Heber City Ordinance. Under Section 18.102.110.12 of the City Code, “**Moderate Income**” means 81% to 120% of median family income for Wasatch County. The rents and prices charged for an AHU shall meet the Allowable Housing Expense requirement under Subsections 18.102.110.2 and 4 of the City Code, which require housing to cost no more than thirty percent (30%) of such family’s gross household income to qualify as Affordable Housing. Prior to entering into the rental of an AHU, Developer, subject to regular or annual audits from the WCHA, City or its designated agency, shall verify an applicant is a Qualified Applicant and confirm the combined gross

income of the household (all residents over the age of eighteen (18)) by obtaining copies of the past two years' tax returns and three recent pay stubs.

- i. If Developer rents the AHUs, such monthly rent will be calculated by determining 80% of the Median Family Income for a family of 4 in Wasatch County, Utah, as published by the Department of Housing and Urban Development (“**HUD**”) multiplied by 30%, which total is divided by 12 (the number of months per year). Such amount shall be adjusted for the estimated cost of the household obtaining basic public utilities. By way of example, the current area median income for a Wasatch County family of four as published by HUD in May 2020 equals \$88,447. The monthly rent for an AHU would therefore equal: $(.8 \times \$88,447 \times .3) / 12 = \$1,768.94$, adjusted for the cost of basic public utilities.

4. **Developer's Obligations:** Developer agrees to meet its obligations under the City's Affordable Housing Ordinance as follows:

- a. The portion of the Property to be developed as a residential housing development is comprised of 17.75 acres and zoned Mixed-Use Residential Commercial Zone.
- b. Developer's requested incentives for complying with the Affordable Housing Ordinance are set forth in Section 6 of this Agreement.
- c. The AHUs shall be comprised of twenty-nine (29) units located upon Lot 1 and more fully identified on Exhibit C (the “**AHU Locations**”).
- d. The schedule for construction of the project on Lot 1 shall be set at the time of building permit issuance; however, the Developer shall construct the applicable AHUs concurrently with the Market Rate units based on the overall construction schedule and phasing for the project.
- e. Sample Copies of plans for the AHUs are attached as Exhibit “D” to this Agreement.
- f. Developer will not be required to pay a Fee-in-Lieu under the Affordable Housing Ordinance. However, Developer requests that the City obtain a calculation of the Fee-in-Lieu amount to be utilized in determining the City's lien rights in ensuring the construction of the AHUs.
- g. A letter of Recommendation from the WHCA is attached as Exhibit “E” to this Agreement.

- h. The AHUs shall serve Moderate Income households, as such term is defined in Section 18.102.110.12 of the City Code.
 - i. Each AHU shall be designed as a single-story unit for Qualified Applicants who desire to reside in a dwelling without stairs. This design will accommodate a broad spectrum of populations, satisfying the purpose of the Affordable Housing Ordinance.
 - j. A Notice of Affordable Housing Requirement shall be filed of record against Lot 1, stating that a total of twenty-nine (29) AHUs must be provided thereon. Such Notice shall create an encumbrance on the AHU Lot, which lien and encumbrance shall be in the amount of 110% of the valuation used to calculate the building permit fee.
 - k. Upon satisfaction of Section 3.a of this Agreement, Developer may submit a written request to the City to cancel the Notice of Affordable Housing Requirement, and the City shall record a written cancellation of such Notice within thirty (30) days following its receipt of such request.
 - l. The AHUs shall not be the last phase constructed as part of the overall Turner Mill Subdivision.
 - m. In the event Heber City Code changes specific to its affordable housing requirements, Developer shall have the right, but not the obligation, to adopt the then current requirements or practices contained therein without defaulting on any provision contained herein.
5. **Satisfaction of Affordable Housing Requirements:** Performance of the Developer's obligations under this Agreement satisfies the Developer's obligation to provide affordable housing under the Heber City Code as applied to the development of the land known as Turners Mill Subdivision.
6. **Incentives:** The City agrees that Developer shall be entitled to the following incentives, which the City finds are proportionate to the costs incurred by Developer in providing affordable housing hereunder:
- a. The City agrees that notwithstanding the language contained in Section 18.102.060.3.1 of the City Code, the AHUs may be retained by Developer as rental units with the understanding that all applicants for the AHU's shall be approved in accordance with Section 3.f of this Agreement.
 - b. Building permit fees shall be waived for the AHUs.
 - c. Any other incentive requested by Developer which is permissible under the Affordable Housing Ordinance.

7. **Remedies:** Failure by the Developer to perform in accordance with this Agreement will constitute failure to satisfy the City's affordable housing requirements. In the event of default by the Developer, the City shall have authority to exercise any and all remedies available at law or in equity.
8. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties and no modification shall be binding unless reduced to writing and signed by the Parties hereto.
9. **Successors:** This Agreement shall run with the land described as the Turners Mill Subdivision in Exhibit "A" to the Development Agreement. The Development Agreement, as amended, shall be binding upon all successive owners of said land.
10. **Severability:** In the event any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ____ day of _____, 2020.

WASATCH COUNTY HOUSING
AUTHORITY:

By: Jeffrey Bradshaw, Executive Director

HEBER CITY:

By: _____

WADSWORTH DBURBAN HEBER, LLC,
a Utah limited liability company

By: Wadsworth Heber, LLC,
a Utah limited liability company
Its: Manager

By: Wadsworth & Sons II, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: _____
Its: _____

Date Signed: _____

TURNERS MILL SUBDIVISION

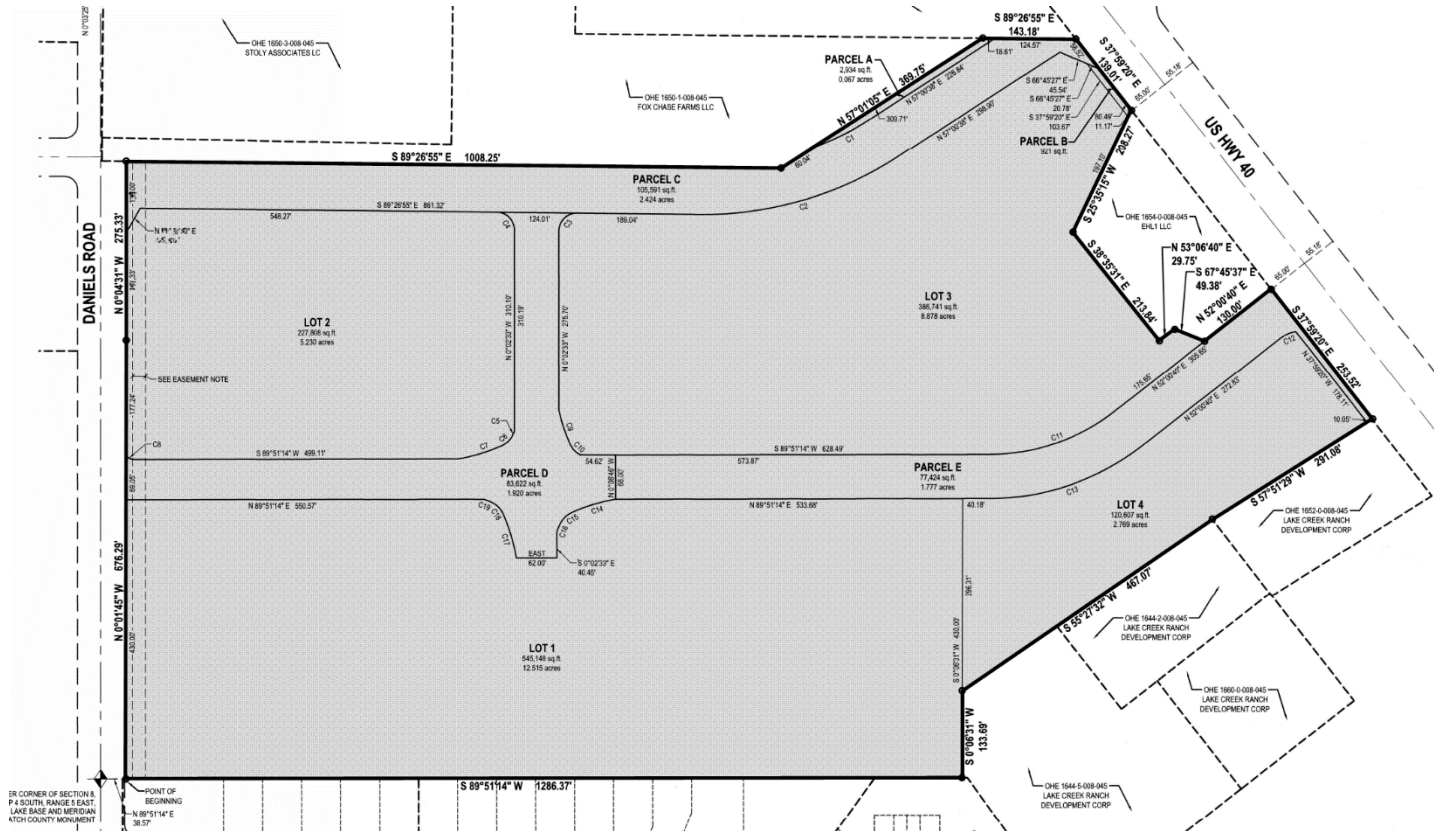


EXHIBIT C
AFFORDABLE HOUSING UNIT LOCATIONS

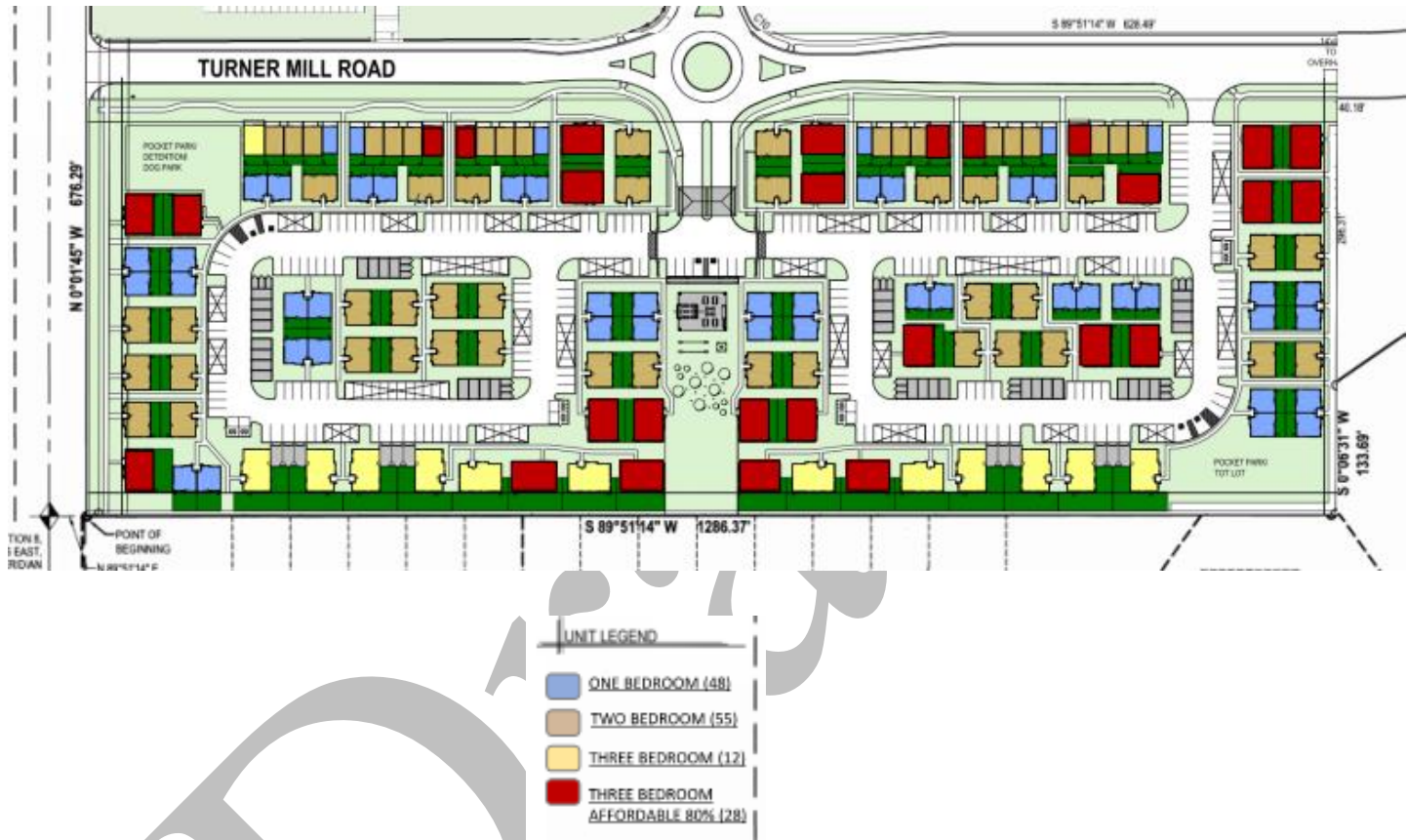


EXHIBIT D
AFFORDABLE HOUSING UNIT PLANS



“Single-Family” Style
3 Bedroom
2 Bathroom
Private Rear Yard



“Townhome” Style
3 Bedroom
2.5 Bathroom
Private Rear Yard

EXHIBIT E

**LETTER OF RECOMMENDATION FROM WASATCH COUNTY HOUSING
AUTHORITY**

Draft