Wednesday, January 5, 2022
Planning Commission

Planning Commission Agenda
PUBLIC NOTICE is hereby given that the Planning Commission of Spanish Fork, Utah, will hold a meeting in the Council Chambers, City Hall, at 40 South Main Street, Spanish Fork, Utah, with a Planning Commission work session commencing at 5:30 p.m. and a Planning Commission meeting commencing at 6:00 p.m. on January 5, 2022.

Planning Commissioners

Jesse Cardon
John Mendenhall
Todd Mitchell
Shauna Warnick
Joseph Earnest
Michelle Carroll

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1. Work Session (5:30 p.m.) No formal actions are taken in a work session.

2. Minutes

Subject	**A. December 1, 2021**
Meeting	Jan 5, 2022 - Planning Commission
Category	2. Minutes
Access	Public
Type	Action, Minutes

File Attachments
minutes.planningcommission.12-1-2021.pdf (4,008 KB)

3. Discussion

Subject	**A. MODERA. Presentation and discussion regarding a proposed multi-family residential development.**
Meeting	Jan 5, 2022 - Planning Commission
Category	3. Discussion

Access Public

Type Discussion, Presentation

4. Preliminary Plat

Subject **A. SUNSET VILLAGE. The proposal involves re-approval of the Preliminary Plat for a Master Planned Development including twenty-four residential units located at approximately 900 North 200 West.**

Meeting Jan 5, 2022 - Planning Commission

Category 4. Preliminary Plat

Access Public

Type Action, Discussion

File Attachments
plans.sunsetvillage.11-16-2021.pdf (4,828 KB)
report.pc.sunsetvillage.1-5-2022.pdf (67,088 KB)

5. General Plan Amendment (Public Hearing)

Subject **A. PEG. The proposal requests that the General Plan Land Use Map designation change from Low Density Residential to Urban Density Residential located at 521 South 1550 West.**

Meeting Jan 5, 2022 - Planning Commission

Category 5. General Plan Amendment (Public Hearing)

Access Public

Type Action, Discussion

File Attachments
memo.peggeneralplanamendment.10-19-2021.pdf (142 KB)
plan.concept.peggeneralplanamendment.10-19-2021.pdf (2,928 KB)
plan.elevations.peggeneralplanamendment.10-19-2021.pdf (3,324 KB)
report.pc.PEGgeneralplan.1-5-2022.pdf (378 KB)

Subject **B. CANYON CREEK PARKWAY. The proposal requests that the General Plan Land Use Map designation change from Industrial to Mixed Use for property located at 2100 North Canyon Creek Parkway.**

Meeting Jan 5, 2022 - Planning Commission

Category 5. General Plan Amendment (Public Hearing)

Access Public

Type Action, Discussion

File Attachments
report.pc.canyoncreekgp.1-5-2022.pdf (406 KB)

6. Zone Change (Public Hearing)

Subject	**A. 300 NORTH DUPLEX ADDITION. The proposal involves changing the current zone from R-1-6 to R-3 with the Infill Overlay to allow for an additional duplex to be built on the property located at 455 East 300 North.**
Meeting	Jan 5, 2022 - Planning Commission
Category	6. Zone Change (Public Hearing)
Access	Public
Type	Action, Discussion

File Attachments
report.pc.300northduplexaddition.1-5-2022.pdf (1,465 KB)
plan.floorplan.300northduplexaddition.12-8-2021.pdf (215 KB)
plan.landscape.300northduplexaddition.12-8-2021.pdf (398 KB)

7. Other Business

8. Adjourn

Draft Minutes
Spanish Fork City Planning Commission
40 South Main Street
Spanish Fork, UT 84660
December 1, 2021

Commission Members Present: Chairman Kevin Oyler, Todd Mitchell, Shauna Warnick, Joseph Earnest, Jesse Cardon. **Absent**: John Mendenhall.

Staff Members Present: Dave Anderson, Community Development Director; Brandon Snyder, City Planner; Michael Clark, Staff Engineering; Walter Bird, Assistant City Attorney; Jackson Dille, Planning Intern.

Citizens Present: Paul Washburn, Taylor Smith, Brian Gabler, Alex Metzger, Nikki Metzger, Richard Ericksen, Janet Ericksen, Brad Ericksen, Kevin Parker, Sharlene Parker, Colleen Argyle, David Schiess, Conor Lee, William, Barbara Heath, Mark Heath, Tom Scribner, Russell Nelson, Jaime, Jenny Martinell.

WORK SESSION

Chairman Oyler called the meeting to order at 6:03 p.m.

PRELIMINARY ACTIVITIES

Pledge of Allegiance

Commissioner Cardon led the pledge.

MINUTES

October 6, 2021

Commissioner Warnick **moved** to approve the minutes from October 6, 2021.

Commissioner Cardon **seconded** and the motion **passed** all in favor.

CONDITIONAL USE PERMIT (Public Hearing)
Quick Quack Highway 6

Commissioner Earnest recused himself due to a potential conflict of interest.

Brandon Snyder explained that this site requires a Conditional Use Permit because a car wash is listed as a Conditional Use in the C-1 Zone. He explained the proposed layout for this development. A study found the sound from this development would not affect the surrounding residential area due to its proximity to the Highway.

Chairman Oyler asked if the development will include access to the city's adjacent substation.

Brandon Snyder explained that access will be included.

Chairman Oyler asked about how connected this development is to the development of the roundabout for this area.

Michael Clark said the roundabout will be developer built and then they can be reimbursed.

Russell Nelson with Lone Star Builders rose to thank staff for their feedback on the multiple iterations of this plan. He said he would love to address any concerns brought up by neighbors or the Commission.

Chairman Oyler said one concern is the noise that will be generated from fans in the car wash.

Russell Nelson explained that the 2 main sources of noise come from the vacuums and the blower at the exit. He explained that Quick Quack incorporates one motor for all vacuums to minimize sound. The noisiest part is the blower at the exit. The plans have been changed to have the sound be directed along the highway to the railroad. He states that the exit is farther from the nearby houses than the railroad. He is confident sound won't be an issue.

Commissioner Mitchell asked if this site incorporates the longer tunnel design incorporated at Spanish Fork's other Quick Quack Car Wash to minimize sound.

Russell Nelson said the site incorporates the full modern design.

Joseph Earnest clarified that the car wash tunnel is not as long in this site as the other site due to limitations of the size of the lot.

Commissioner Warnick asked about how traffic will exit the site.

Russell Nelson said cars exiting to the north would use the roundabout.

Commissioner Cardon asked if the roundabout will be built with development.

Joseph Earnest stated that City staff are doing a traffic study on this area. Quick Quack will follow the same Site Plan they have prepared and are prepared to build a roundabout.

Chairman Oyler asked if they are planning on developing the north section of this site at same time as the south.

Russell Nelson clarified the north section is owned by Holiday Oil. He stated that there is a phase 2 building planned for Quick Quack's lot that could be used as a drink shop.

Chairman Oyler asked if the site to the north will be paved to provide access to Quick Quack's site.

Joseph Earnest said they will need to develop an access road in the northern parcel.

Chairman Oyler asked if cooperation with Holiday Oil and Trucking is necessary.

Joseph Earnest said yes, it is and they have already signed agreements.

Commissioner Warnick said she is looking forward to having the roundabout there because when she is driving there it can be difficult to see oncoming traffic in certain areas.

Commissioner Cardon asked Michael Clark about bringing the planned concrete median down to Highway 6 to prevent motorists from turning left in and out of Holiday Oil's gas station.

Michael Clark said that that area will become a right in, right out access due to increased traffic from surrounding developments.

Commissioner Cardon asked how stacking will be accommodated in the right lane.

Michael Clark said UDOT is reactionary so a fix to any future problem will not be quick.

Chairman Oyler asked if there are plans for the railroad along highway 6 to be removed.

Michael Clark said yes there are.

Commissioner Mitchell asked if the Planning Commission will see the Site Plans for this proposal again if they approve it.

Dave Anderson said based on what applicants have provided, staff believes traffic will be well accommodated for. If there are changes made to the plan, it will come back to the Planning Commission. If there are no changes then there is no need to have it come before the Commission again.

Chairman Oyler opened the public hearing at 6:23 p.m.

Jaime lives just north of this area. She is more concerned about traffic than noise. There are two businesses competing for the road. The signal and extended median need to be added. She stated the road was backed up at 3:30 in the afternoon earlier this week. She has seen the Quick Quack Car Wash near Costco get backed up in winter. She is a Quick Quack customer, but believes the traffic will be a nightmare. There are children who walk to the gas station.

Jenny Martinell also lives just north. Her first concern is noise. She feels better after seeing the proposal explained by Brandon Snyder. She did not realize that Spanish Fork is big enough to support 6 car washes. During the discussion of the development of Holiday Oil, she stated the City said a small strip mall would be developed in this area. Her strongest concern is traffic. She believes there will be a standstill around the roundabout. She also urges the construction of the extended median. Her biggest concern is traffic.

Chairman Oyler closed the public hearing at 6:30 p.m.

Russell Nelson said they love to hear concerns and want to be a good neighbor. He said he wishes they were a destination car wash, but they build in places where there is already traffic, they don't bring it. Their biggest concern is on site capacity and they buy extra property to be able to stack cars on property. School gets out during their slow time so he does not anticipate a big traffic issue. He mentioned the site to their north of this lot is zoned as mixed use and that that area could accommodate a strip mall.

Chairman Oyler asked if they currently own this property.

Russell Nelson said they have not closed yet.

Commissioner Cardon asked how many cars can be stacked on site.

Russell Nelson said in this plan it is 28 cars.

Joseph Earnest said they are confident it will contain all traffic.

Russell Nelson said they provide for more stacking than is necessary.

Joseph Earnest said he also lives just north of here. He said he has never seen traffic backed up. He said due to the added roundabout and extended median; this development will improve traffic.

Commissioner Cardon asked Michael Clark if the roundabout will need to be widened to accommodate for larger arterial roads.

Commissioner Warnick said she is surprised a double lane roundabout has not been planned for the area due to planned developments for the area.

Chairman Oyler asked how difficult it is to change from a single to double lane roundabout.

Michael Clark said it is very difficult to expand the roundabout once it is built.
Michael Clark also explained the design of the roundabout and how it is designed to accommodate for traffic without backing up.

Chairman Oyler asked when they will reach out to the adjacent property owners.

Michael Clark said two weeks ago, he does not know the results of that interaction.
Further discussion ensued regarding the placement and design of the roundabout.

Commissioner Mitchell asked about whether the median will extend past Holiday Oil.

Michael Clark said ideally it would. That would improve traffic. Holiday Oil is expecting an extended median at some point.

Commissioner Warnick asked if there is a sign near Holiday Oil saying not to turn left.

Michael Clark said nothing but a median will deter left turns.

Chairman Oyler asked if there are plans to extend the trail through here.

Michael Clark said there are plans to have the trail cross through the north of this development to avoid the highway, but discussion will continue regarding exact placement of the trail.

Chairman Oyler said he worries about traffic with the schools once a drink place is in.

Joseph Earnest stated that high school gets out during their slow time.

Commissioner Warnick asked if there will be crosswalks on the roundabout.

Joseph Earnest said if City staff requires them.

Dave Anderson said they are an integral part of the design.

Chairman Oyler asked if any other developer has sought to buy the site.

Dave Anderson didn't know if others had or not.

Commissioner Cardon asked if the extended median can be a condition of approval.

Joseph Earnest said that an extended median will limit Holiday Oil's access and is a City issue.

Chairman Oyler said it is a safety issue so it is a priority.

Commissioner Mitchell said now is the time to do it.

Chairman Oyler agreed that now is the time.

Dave Anderson said he can think of no obligation the City has to Holiday Oil to keep the access there. He thinks the Quick Quack development cannot happen without the roundabout.

Joseph Earnest said they are willing to extend the median, it would just be a 50-foot extension.

Commissioner Mitchell said the City will work any issues out with Holiday Oil.

Commissioner Warnick said it would be nice to add a second lane along the development to alleviate traffic backup from Highway 6.

Joseph Earnest said it would encroach on their private property and is not required by the traffic study. He said they would do it if warranted by a traffic study.

Chairman Oyler said the City's land goes up to the access on 3400 East.

More discussion ensued regarding the necessity and feasibility of the addition of a right turn lane from 2550 East onto Highway 6.

Dave Anderson said the addition of a right-hand turn lane would add the potential of weaving traffic. He believes a traffic study is warranted and will better examine how an additional lane would impact traffic in the area.

Commissioner Mitchell clarified that the traffic problem is already there, the question is how can this development address it.

Joseph Earnest echoed what Dave Anderson said, many engineers have examined the site. They will follow what they are told is warranted in a traffic study.

Commissioner Cardon said he believes it makes sense to ask for an extension of the median due to the nature of traffic in the area.

Commissioner Warnick said she recognizes the validity of the points made against the second lane.

Michael Clark said there would be enough City land on site for a potential road expansion in the future with UDOT.

Commissioner Cardon **moved** to approve the Quick Quack Highway 6 based on the following findings and conditions.

Findings:

1. That the site is of appropriate size for the proposed use.
2. That the configuration works well for stacking required at this location.

3. That the use won't create sound or other adverse impacts on neighbors.

Conditions:

1. That the applicant receives Site Plan approval.
2. That if the Site Plan changes much from as was presented to the DRC, amended approval will be required from the Planning Commission.
3. That the applicant adds a concrete median on 2550 East from the Union Pacific railroad to the planned roundabout on 700 South.

Commissioner Mitchell **seconded** and the motion **passed** all in favor.

ZONE CHANGE (Public Hearing)
Commerce Way Office Building

Brandon Snyder explained that the proposed development exceeds the height of the Commercial 2 Zone and so the applicant is seeking to change the zoning to the Business Park zone to allow for taller development.

Commissioner Warnick asked about the height compared to the hospital.

Brandon Snyder said the planned building will be lower than the hospital. The Commercial 2 Zone height limit is 48 feet, the proposed development dev is 54 feet tall, and the Business Park Zone height limit is 120 feet.

Brandon Snyder showed the Site Plan on screen to explain the layout of the proposal.

Chairman Oyler asked if there are concerns about the City losing commercial space through this rezoning.

Brandon Snyder said they have long anticipated this space becoming an auxiliary use to the hospital.

Chairman Oyler opened the public hearing at 7:02.

There was no public comment.

Chairman Oyler closed the public hearing at 7:02.

Commissioner Earnest mentioned if they change the zone then the developer could potentially go to the maximum 120-foot height.

Commissioner Mitchell **moved** to recommend to approve the Commerce Way Office Building from Commercial 2 to B-P to the City Council based on the following finding.

Finding:

1. That the proposal is consistent with the City's General Plan Land Use Map Designation.

Commissioner Earnest **seconded** and the motion **passed** all in favor.

TLM

Brandon Snyder explained the site is the old Kmart location. The Development Enhancement Overlay Zone exists to accommodate developments that would improve the City but can't meet certain regulations of their current zone. The parking lot and its islands will be redone. The site would be off on landscaping and parking requirements but staff believes the development will be a significant improvement for the area.

Commissioner Cardon asked how deficient they are on parking and landscaping.

Brandon Snyder said landscaping should occupy 15% of the development but they will be at 6%. The strictest parking requirements would require 400 stalls. In this configuration they have 271, but they do have shared parking rights with neighboring tenants in the center.

Commissioner Mitchell asked if the existing building will be completely gutted or mostly remain.

Dave Anderson said the walls abutting neighboring businesses will remain, but beyond that the building will be deconstructed and rebuilt.

Commissioner Warnick asked what improvements will be made to Expressway Lane.

Dave Anderson said meetings are ongoing. UDOT is planning on expanding Highway 6 which would necessitate expansion of Expressway Lane. Staff has hired a traffic engineering firm to design improvements to the surrounding intersections. The City could transfer funds to improvements in those areas.

The applicant was present but the Commission has no questions.

Chairman Oyler opened the public hearing at 7:12.

There was no public comment.

Chairman Oyler closed the public hearing at 7:12

Commissioner Warnick said she looks forward to the building being used.

Commissioner Mitchell said the developer is clearly doing the best they can to meet requirements on that site.

Commissioner Cardon **moved** to recommend to approve the TLM Zone Change from S-C to S-C with the Development Enhancement Overlay to the City Council based on the following findings and conditions.

Findings:

1. That the application conforms to the City's General Plan Designation.
2. That the proposal qualifies for the Development Enhancement Overlay.
3. That the potential redevelopment of the site is very beneficial to the area and the community.

Conditions:

1. That the applicant meets the City's Construction Standards.
2. That the applicant addresses any Zone Change and Site Plan red-lines.

Commissioner Mitchell seconded and the motion **passed** all in favor.

Sugar Beet Factory Area Zone Change

Dave Anderson explained the history of the zoning of the site and stated that he understands property owners concerns about their zoning being changed. He emphasized that the change happening through Zone Changes are real, and Zone Changes do allow for grandfathering current uses.

Commissioner Mitchell asked if grandfathering rights change with ownership.

Dave Anderson said you can sell the building in its current use and still have it be grandfathered.

Chairman Oyler asked if use can change within a grandfathered site

Dave Anderson said no, they usually must stick with their designated grandfathered use.

Dave Anderson stated that there are some areas in the City that are zoned for uses that are no longer consistent with growth and the General Plan designation for these areas. This sugar beet factory area is one such area and is no longer consistent with the rest of the area. They expect the area to develop residentially. The Rural Residential zone is used as a holding zone when the City is unsure of the ultimate use of an area. Dave Anderson has met with current property owners to explain the zoning and how grandfathering works. Section 2 of the Zone Change might require further discussion.

Commissioner Earnest asked if the property owner of Section 2 of the property change plans to run their business in perpetuity.

Commissioner Mitchell sought to clarify if new tenants could continue current uses.

They can.

Commissioner Warnick asked if the property owners for Section 3 have been contacted.

Dave Anderson said they have sent a mailer but do not believe anyone is using the site.

Commissioner Warnick asked why not use a mixed use designation.

Brandon Snyder said commercial zoning could change easier, with the interchange planned for the future they might want more housing in this area later.

Chairman Oyler asked if access would need to be different for residential neighborhood and if staff wants residential development for this area.

Dave Anderson said they don't want residential development here, the R-R zone just serves to say no industrial development could happen here.

Chairman Oyler asked how this will affect the property values for property owners.

Dave Anderson clarified the grandfathered use would still be allowed. He believes it is possible the property will be valued less. He believes most appraisers would understand the meaning of the rural residential zone as a holding zone.

Commissioner Warnick said she has no issue with the rezoning of sections 1 and 3. If the General Plan designation is mixed use, she does not understand the drawbacks of zoning mixed use.

Dave Anderson said the City does not like to zone specific to a use before a proposal. Staff is concerned about things that are allowed to develop in the industrial zone.

Commissioner Mitchell said commercial zoning has also historically been a holding zone.

Commissioner Mitchell is concerned about property owners not being able to speak to the City Council due to scheduling conflicts.

Chairman Oyler opened the public hearing at 7:36

Brad Ericksen has a metal shop in section 2 of the proposal. They are concerned about value dropping. If he were to move out, he would not want a use that is similar but not identical to be denied the ability to build there. The way the building is set up it could accommodate multiple businesses. He feels this move ties the owners' hands; he sees it as unfair that other people can determine the use of what someone has bought as an investment. He is concerned the Rural Residential zoning will tie owners' hands.

Richard Ericksen stated he is concerned that when he bought the site it was industrial. They have a sheet metal shop there. He has invested a lot and continues to invest a lot. He knows residential land is not worth the same as industrial land. He said he does not want to damage Spanish Fork City in any way. He just wants his money back on his investment.

Chairman Oyler closed the public hearing at 7:42

Chairman Oyler asked if there can be separate motions regarding the different sections.

Dave Anderson said there can be.

Commissioner Earnest said for section 2 he does not see industrial zoning as a problem. He does not think the City is in such an urgent state to justify harming property owners. He sees no problem with the proposal for 1 and 3.

Commissioner Cardon stated he believes section 2 is in a different position because it is leased.

Commissioner Earnest said the City is open to other uses for section 2 but does not want to force the property owner's hand.

Brad Ericksen asked where the new freeway intersection will be going.

Chairman Oyler said it is likely that the freeway will not cut across their property in any way.

Commissioner Warnick also said she does not want to tie hands. She understands the concern of what could be built there but they do not want to be tying hands.

Commissioner Mitchell understands the concern. He asked if Business Park zoning or another zone could accommodate for business and still preclude industrial development.

Commissioner Earnest said he recommends disapproval of section 2.

Commissioner Warnick suggested looking for another zone for section 2.

Chairman Oyler said his struggle is if somebody leaves the owner would be handcuffed into what they can do with the site.

Commissioner Earnest **moved** to recommend to approve sections 1 and 3 of the Sugar Beet Factory Area Zone Change as designated in the Zone Change Proposal from I-1 and I-2 to R-R to the City Council based on the following findings:

Findings:

1. That the proposal would be more consistent with the City's General Plan Land Use Designations.
2. That the proposal helps to plan for appropriate land uses.

Commissioner Cardon **seconded** and the motion **passed** all in favor.

Commissioner Earnest moved to recommend denial of section 2 of the Sugar Beet Factory Area Zone Change as designated in the Zone Change Proposal.

Commissioner Cardon **seconded** and the motion **passed** all in favor.

North Spanish Fork Parkway Area Zone Change

Dave Anderson explained that due to IHC's presence in the area, it is appropriate to transition from industrial zoning to other zoning such as Business Park in many areas. He explained the location of each site and the reasoning for each proposed Zone Change.

Discussion ensued around the Industrial General Plan designation for the area. The City can change the industrial zoning without changing the industrial General Plan designation.

Chairman Oyler asked if you can take a property and subzone it.

Dave Anderson said yes.

Commissioner Warnick stated that she believes COVID has slowed office demand but maybe near the hospital there is greater demand.

Dave Anderson said the City continues to see high demand office space, the City is quickly growing and he believes demand for office space has not yet been satisfied.

Commissioner Earnest said he believes section 7 will not be viable for retail anytime soon.

Dave Anderson said some proposals seen for site 6 are not congruent to the area.

Commissioner Earnest said he is fine with changing the zoning for any site that is vacant land.

Commissioner Warnick said why not zone it as Business Park.

Dave Anderson said he's open to a Business Park zoning.

Commissioner Earnest thinks Business Park might not work with development issues in the area. He thinks RR signals its wide open, any development would be a win for the city.

Chairman Oyler opened the public hearing at 8:09.

David Schiess said he is involved with section 5. He has owned the property for 26 years. He explained the history of the site and its issues with undevelopable land. The City changed the zoning to Light Industrial. They were originally planning on building office space because they had been told that it was the only spot for medical office space. Now there are multiple medical office developments in the City. He stated that the site will not be used as a distribution center because there is not room for it. In their Iron Town development there are probably 5 to 6 trucks a day. They had to concede land to Lowe's here to help the City. They regret that trade. Due to COVID and the development of other medical spaces he no longer sees office space as a viable use. He agrees that one big building is not the right move for this area. He wants to be a good neighbor to the city. He is the one who proposed putting an office building on a section of this property. There will be poor views in the office building there. The property and its neighbors are not sightly. If it is zoned Business Park it delays development. He said the building will be developed nicely.

Chairman Oyler sought to clarify if they are good with having some office space in the development.

David Schiess said yes, he wants to place an office building on the corner there.

David Schiess clarifies that his request is to not have the entire property be zoned BP. The City's concern is trucks and traffic and he states the warehouse building should not increase traffic.

The Commission thanked him for his time.

Chairman Oyler asked if more property owners are present.

Chairman Oyler closed the public hearing at 8:26

Commissioner Warnick asked for the zoning map to be shown again. She believes numbers 5 and 7 might be the only ones that aren't given blanket approval.

Commissioner Earnest said he is fine with section 2 because it is vacant land.

Discussion ensued regarding the effect of the Rural Residential zoning.

Commissioner Earnest is against the rezone for 7 because there are businesses there.

Discussion ensued regarding how to best phrase this motion.

Commissioner Earnest **moved** to recommend to approve sections 1, 2, 3, 4, 6, and 8 of the North Spanish Fork Parkway Area Zone Change as designated on the Zone Change Proposal from I-1 to R-R, BP, PF, and Commercial 2 to the City Council based on the following findings:

Findings:

1. That the proposal would be more consistent with the City's General Plan Land Use Designations.
2. That the proposal helps to plan for appropriate land uses.
3. That the proposal helps to provide conveniently located business park and commercial areas.

Commissioner Warnick **seconded** and the motion **passed** all in favor.

Commissioner Earnest **moved** to recommend to deny section 7 of the North Spanish Fork Parkway Area Zone Change as designated on the Zone Change Proposal from I-1 to Commercial 2 to the City Council.

Commissioner Cardon **seconded** and the motion **passed** all in favor.

Commissioner Earnest **moved** to recommend to approve section 5 of the North Spanish Fork Parkway Area Zone Change as designated on the Zone Change Proposal from I-1 to Business Park to the City Council based on the following findings:

Findings:

1. That the proposal would be more consistent with the City's General Plan Land Use Designations.
2. That the proposal helps to plan for appropriate land uses.
3. That the proposal helps to provide conveniently located business park and commercial areas.
4. That the western third of the site be zoned Business Park and the remaining eastern two-thirds remain zoned as I-1.

Commissioner Warnick **seconded** and the motion **passed** all in favor.

A 5-minute recess was taken at 8:31 PM.

The meeting resumed at 8:36 PM.

ZONE CHANGE (Public Hearing) AND PRELIMINARY PLAT
Skye Meadows

Commissioner Earnest recused himself due to a potential conflict of interest.

Dave Anderson clarified that this project is also sometimes referred to as the Fritzl development. He explained the different proposed Zone Changes and the uses proposed for each area. A flyover of a rendering of the site was shown. Dave Anderson spoke to the elevation changes that are present within the site. He spoke about different access points for the site. He spoke to the timing challenges due to leasing contracts for the site. The development of the townhomes would need to wait because of this.

Chairman Oyler asked about the square footage of the homes and the density of the site.

Dave Anderson said they are actually below the allowed maximum density.

Chairman Oyler asked about what commercial development could be accommodated in the commercial corner.

Dave Anderson said you could see strip retail, or other related uses.

Commissioner Warnick said she appreciates the transition of densities.

Commissioner Warnick asked about the traffic impact of the proposal; she is concerned it will have an adverse impact.

Commissioner Cardon echoed Commissioner Warnick's concern; he believes access is limited.

Chairman Oyler mentioned the presence of a signal on the intersection and that traffic studies have been done by experts who know more than they do.

Chairman Oyler asked why it is beneficial to the City to have the Fritzi building demolished.

Dave Anderson said in his opinion it is time and the use of the property no longer makes sense with the surrounding area. He believes the building is near the end of its lifespan and has not been significantly renovated enough to be functional.

Chairman Oyler asked about if there has been discussion on investing in the building itself.

Dave Anderson said there have been some conversations but no one has pursued it very far. He is not sure when the next opportunity to develop this site will be.

Chairman Oyler asked if changes to utilities for existing neighboring residents would come with development.

Dave Anderson said the development would bring sewer service and pressurized irrigation closer to property owners on Calpac Ave. but not to their door.

Discussion ensued regarding the feasibility of property owners on Calpac Ave. bringing utilities down on their own.

Commissioner Mitchell asked about the change in unit count in this plan.

The applicant said the only change is townhomes increase by 4 units due to the developer buying a well from the city.

Commissioner Mitchell asked about parking amounts in the townhome section.

Dave Anderson explained there are 2.5 spots per unit, including 2 car garages.

Commissioner Cardon asked how wide the roads are.

Michael Clark said 60 feet.

Commissioner Mitchell asked if the amenities for the townhome will be shared or not.

Dave Anderson said he will let the applicant address that.

Commissioner Mitchell said he is concerned about placing a 4-story building on Main Street.

Dave Anderson said there is no issue with them, setbacks are flexible.

Chairman Oyler asked if the trail is on the other side of the road.

Brandon Snyder responded that it is.

Dave Anderson said fencing would be placed on the property line, there would be 4 feet of landscaping, a trail, and then 12 more feet of landscaping.

Commissioner Warnick asked if there will be elevators in the apartment buildings.

The applicant said they have yet to design buildings, but they will likely not have elevators. In Salt Lake their 4 story walkups have the fourth floor sell out first despite having no elevator.

Commissioner Warnick thinks elevators would be a good idea.

Commissioner Mitchell asked if there will be a wall between the single-family homes and the townhomes.

Dave Anderson said yes.

Commissioner Cardon asked if there is a parking count.

Dave Anderson said there is.

Commissioner Warnick said in the past they have asked for more parking in other developments due to experience with parking problems in townhomes.

Paul Washburn explained the layout of the different sections of the property. a traffic study has been done. Traffic signals may be placed in the future. He emphasized that the development will bring utilities closer to their neighbors. He mentions the site used to make sense for industrial use but no longer does. He stated that there are significant expenses associated with developing the site. This site has been a big math problem to make all the variables work out.

Commissioner Warnick asked about elevators for the 4-story apartments.

Paul Washburn stated that his property in Orem also sees the fourth-floor sellout first. They will look at code and see if they need to build elevators for disabled use.

Commissioner Mitchell asked about amenities.

Washburn said all amenities required by the City will be provided, the townhomes and apartments will have their own amenities but they expect crossover to occur.

Brandon Snyder asked if they will have playgrounds.

Paul Washburn said yes. He also mentioned that there will be a property on the other side of Main Street that will be donated to the City as a public park.

Commissioner Cardon asked about parking stalls for apartments.

Paul Washburn said the requirement is 2.5 stalls for both apartments and townhomes. He said it will be very professionally run, tenants will be asked how many cars they own to ensure people don't bring too many cars.

Commissioner Warnick asked if each section will have their set of CC&R's.

Paul Washburn said townhomes will have CC&R's, single family homes are still up for discussion, and apartments will be under private management.

Chairman Oyler asked if single family homes will be included in the HOA.

Paul Washburn said it will be separate.

Chairman Oyler asked about what they have for the commercial corner.

Paul Washburn said as of now, they have nothing lined up. Maybe it could be a gas station or small professional office. He believes they will get around 2-3 uses. they will make sure whoever they sell to is complementary to the project.

Chairman Oyler opened the public hearing at 9:32

Kevin Parker lives on Calpac Ave. He understands the need for development. When he bought property here, they had to follow certain rules for acreage and frontage. There are many new developments in the area and he does not feel Calpac Ave. is wide enough to accommodate all the traffic they are going to have. There is irrigation water and ditches running through the properties here. He wants to know how the development will accommodate the irrigation ditch. He is also concerned about losing animal rights. He is also concerned about zoning changing if the developer changes. He is concerned about the high-water table on the hill.

William also lives on Calpac Ave. He has been pushed out of Orem and Lehi due to animal rights being nullified by new development. He is concerned the new neighbors will complain about flies. He has moved twice due to this issue and does not want to move again. He moved here because it was rural. He is also worried about irrigation.

Barbara Heath also lives on Calpac Avenue. She feels hoodwinked because she saw the notice for the Zone Change to rural residential and thought acre-lot homes would be built there. She did not know it was a placeholder. The street currently has 12 homes and is very rural. They will have to go through the new development to access their house. She is troubled by the development and the use of the rural residential zone.

Sharlene Parker asked about utilities and how close they will be brought to Calpac Ave. due to neighboring developments.

Chairman Oyler closed the public hearing at 9:45

Paul Washburn acknowledged that traffic will be increased. Most traffic will be routed to Arrowhead Road or Main Street. The community is growing quickly. There are extensive soil tests that will be done, and they will make sure the springs are not an issue. This is an expensive development and they will do it right. They have already spoken with engineering groups to ensure each property owner still receives the same amount of irrigation.

Commissioner Mitchell mentioned the concern about animal rights, and said there will be a 6-foot wall as a boundary.

Paul Washburn seconded that masonry fencing will be built as a boundary.

Chairman Oyler asked Paul Washburn if they reached out to neighbors about buying their property.

Chairman Oyler asked Michael Clark to show multiple properties in the City which have been surrounded by development and the City has allowed them to keep their animals. He stated that the City will not force them to sell their animals. The animal rights will not change regardless of complaints.

Sharlene Parker asked where schools and churches will be built due to so much development.

Commissioner Warnick said schools and churches look for land and any big undeveloped lot is likely slated to be developed as a school or a church.

Michael Clark spoke to the citizens about irrigation in the area and where the irrigation ditch runs

Commissioner Mitchell asked about the width of the road and if there's any plans to widen it.

Michael Clark said it's a typical 60-foot right-of-way. Improvements cannot be required.

Chairman Oyler brings up the concern of changing the zoning to allow for dense development and then having another developer come in and develop that land.

Paul Washburn said there is no possibility of the lower density areas turning into higher density.

Michael Clark stated that he is happy to answer questions from the neighbors after this meeting.

Paul Washburn stated a traffic study was done for the area and did not show significant impact on Calpac Ave.

Paul Washburn stated he would like to have R-9 zoning for this single-family zoning. That makes it easier for them. This is very time sensitive with certain buyers.

Commissioner Cardon asked about parking requirements.

Commissioner Warnick said she is also concerned about parking. She lives near multiple townhome developments and sees the difference management makes in the parking issue. It would be nice to see more parking spots provided.

Chairman Oyler asked about driveways for townhomes.

Paul Washburn stated that they are backloaded. There will not be much on street parking. He then spoke about how this development will be high quality.

Chairman Oyler asked about street trees in the single-family development.

Dave Anderson said the code is clear for multi-family developments but less clear for single family developments. They could ask the developer to include one every 30 feet. They could include that in a motion.

Discussion ensued regarding parking. The developer is 39 spaces over on parking requirements, leading to a provision of 2.8 stalls per unit, and CC&R's will enforce in garage parking.

Discussion ensued regarding whether pickleball courts should be turned into additional parking spaces.

Dave Anderson thinks parking does not need to eat into amenities space.

Commissioner Mitchell **moved** to recommend to approve the Skye Meadows Zone Change from R-R to R-4, R-3, R-1-12 and Commercial 2 as proposed and Preliminary Plat to the City Council based on the following finding and conditions with the exception of R-9 instead of R-12 and with the addition of 2 per lot street trees in the single-family area and the requirement of 2.8 stalls per unit in the multi-family area.

Finding:

1. That the application is consistent with the City's General Plan.

Conditions:

1. That the applicant addresses any red-lines.
2. That the applicant enters into a development agreement.
3. That Preliminary Plat approval is contingent upon approval of the Zone Change.

Commissioner Cardon **seconded** and the motion **passed** all in favor by roll call vote.

TITLE 15 (Public Hearing)
Impact Fees

Commissioner Earnest asked why the change to 28% instead of 100%

Michael Clark said the blanket all or nothing was not feasible in many instances. 28% is the cost for the switchgear. If you put in power, you get a little less back from impact fees

Commissioner Earnest how often is 600 amp used instead of something smaller.

Michael Clark said most roads. No other utilities are 100% refunded, this will be more consistent with other utilities.

Chairman Oyler opened the public hearing at 10:30

There was no public comment.

Chairman Oyler closed the public hearing at 10:30

Commissioner Cardon **moved** to recommend to approve the Impact Fee amendments to the City Council.

Commissioner Mitchell seconded and the motion **passed** all in favor.

Addressing

Brandon Snyder explained that section F is being added to section 15 to address what happens when a county address should be changed to City address.

Commissioner Earnest said it should be time sensitive to get people to make the change.

Brandon Snyder said that will affect the delivery of mail.

Chairman Oyler opened the public hearing at 10:33.

There was no public comment.

Chairman Oyler closed the public hearing at 10:33.

Commissioner Earnest **moved** to recommend to approve the address modifications upon annexation to the City Council.

Commissioner Warnick **seconded** and the motion **passed** all in favor.

GENERAL PLAN AMENDMENT (Public Hearing)
Transportation Master Plan

Michael Clark showed the proposed changes on screen.

It is proposed to have bike lanes on Main Street.

Discussion ensued regarding who will use bike lanes.

Discussion ensued regarding other trail changes in the City as well as where roads should be placed in the River Bottoms.

Michael Clark said the City has over planned roundabouts because if they move to signals later it is cheaper and they can stay on budget.

Discussion ensued regarding roundabouts and their efficacy.

Michael Clark showed on screen a projection of a concept.

Chairman Oyler opened the public hearing at 10:57.

There was no public comment.

Chairman Oyler closed the public hearing at 10:57.

Commissioner Mitchell **moved** to recommend to approve the Transportation Master Plan Element of the General Plan to the City Council as proposed.

Commissioner Earnest seconded and the motion passed all in favor.

CONSTRUCTION STANDARDS (Public Hearing)

Michael Clark explained the language changes proposed. Standards have been improved.

Chairman Oyler opened the public hearing at 11:05.

There was no public comment.

Chairman Oyler closed the public hearing at 11:06.

Commissioner Cardon moved to recommend to approve the Construction Standards to the City Council as proposed.

Commissioner Warnick seconded and the motion passed all in favor.

OTHER BUSINESS

Commissioner Warnick made a motion to nominate Commissioner Cardon to be the new Chairman of the Planning Commission.

Commissioner Mitchell seconded, and the motion passed all in favor.

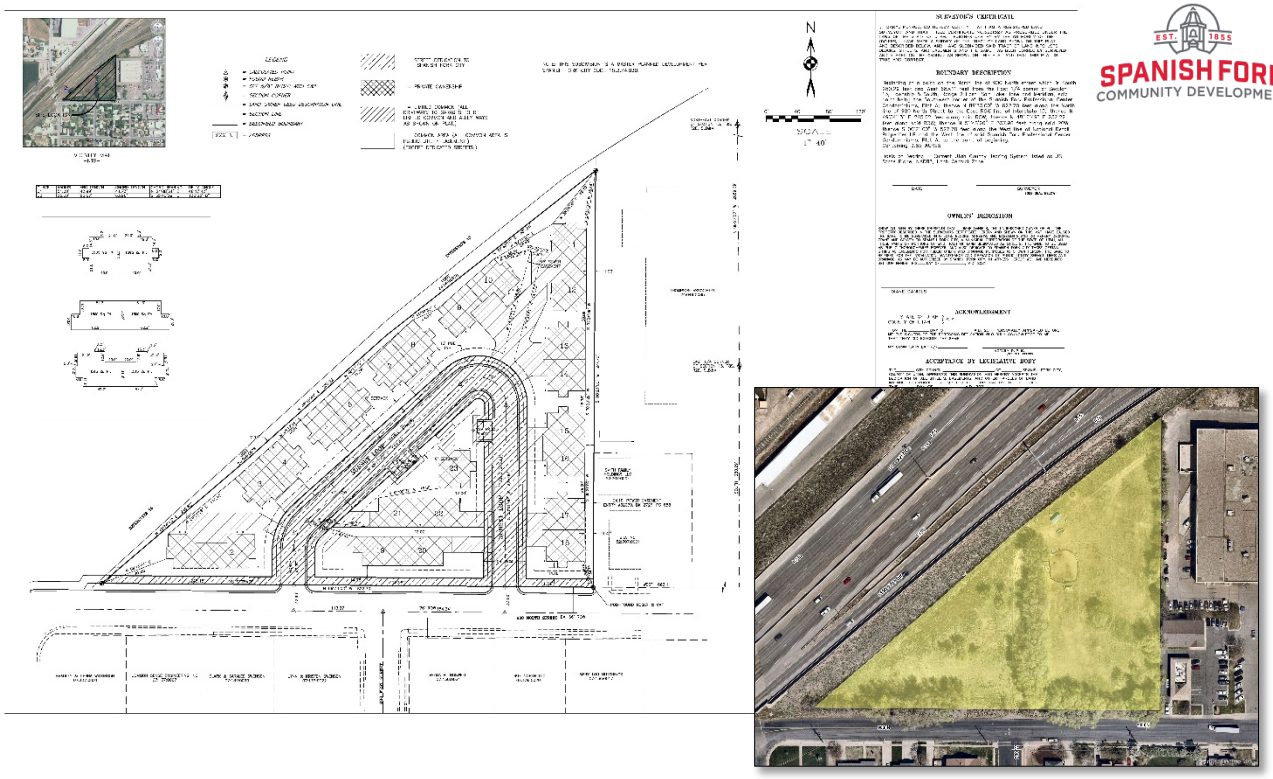
Commissioner Warnick made a motion to nominate Commissioner Mendenhall to be Vice-chair of the Planning Commission.

Commissioner Earnest seconded, and the motion passed all in favor.

Chairman Oyler moved to adjourn the meeting at 11:09 p.m.

Adopted:

Jackson Dille
Planning Intern



Sunset Village Preliminary Plat Approval Request

January 5, 2022, Planning Commission Meeting.

Located at 900 North 200 West, including 3.85 acres.

The subject property is currently zoned R-3.

The applicant has requested re-approval of an amended Preliminary Plat for a Master Planned Development that includes 24 residential units.

Recommendation

That the proposed Preliminary Plat be recommended for approval based on the following findings and subject to the following conditions:

Finding

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

Conditions

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

Key Issues

1. Master Planned Development.
2. Power.

Exhibits

1. Plans.
2. Elevations.
3. Landscaping.
4. CC&R's.

SUNSET VILLAGE

900 NORTH 200 WEST, SPANISH FORK, UTAH
FINAL PLAN SET
OCTOBER 2021

SHEET #	DESCRIPTION
1	COVER SHEET
2	RECORDABLE PLAT
3	EXISTING TOPOGRAPHY
4	UTILITY & INDEX SHEET
5	GRADING & DRAINAGE PLAN
P1-01	PLAN & PROFILE – 900 NORTH
P2-02	PLAN & PROFILE 900 NORTH
P3-03	PLAN & PROFILE – SUBDIVISION ROAD
P4-04	PLAN & PROFILE SUBDIVISION ROAD
SS-01	PLAN & PROFILE – SEWER
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET

LEGEND



VICINITY MAP

OWNER/DEVELOPER
DIANE V. DANIELS
PHONE: 801-465-4133
ADDRESS: 1053 W 1700 S
SYRACUSE, UT 84075

ENGINEER/SURVEYOR
LUDLOW ENGINEERING
PHONE: 435-623-0997
EMAIL: jared_ludlow@hotmail.com
ADDRESS: 1401 S Main Street
Vernal, UT 84078

BASIS OF BEARING:

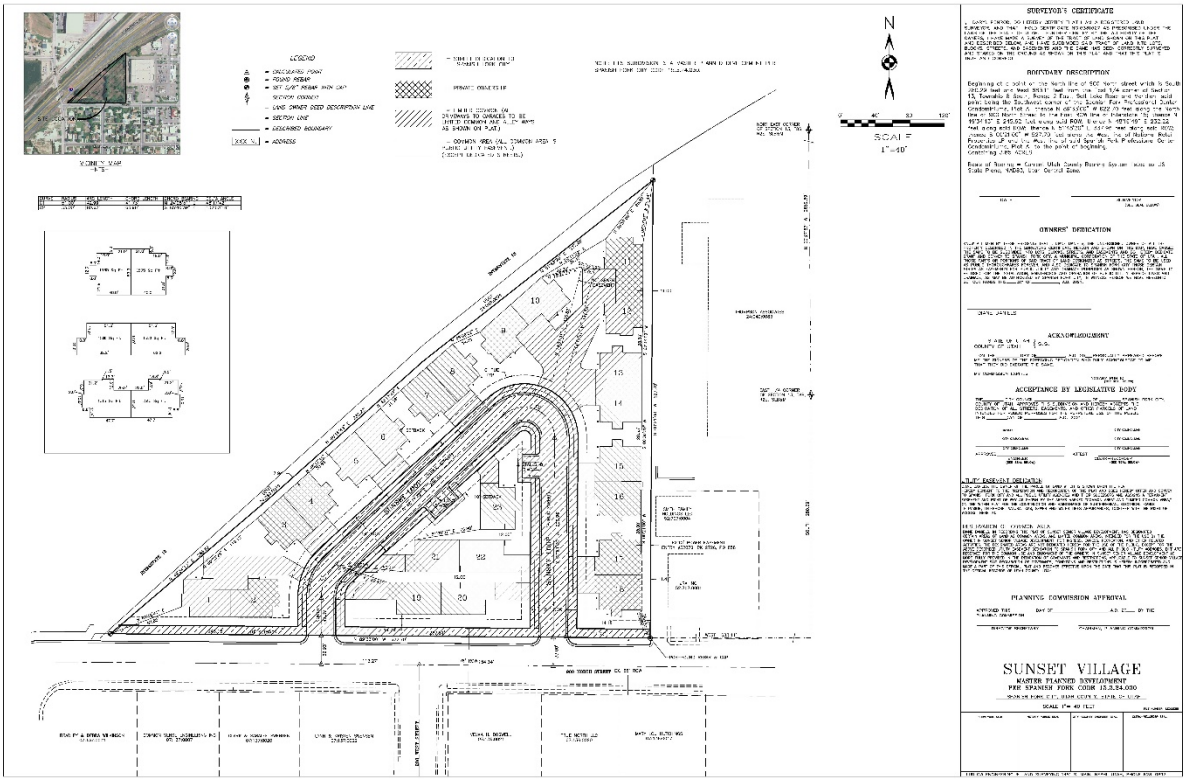
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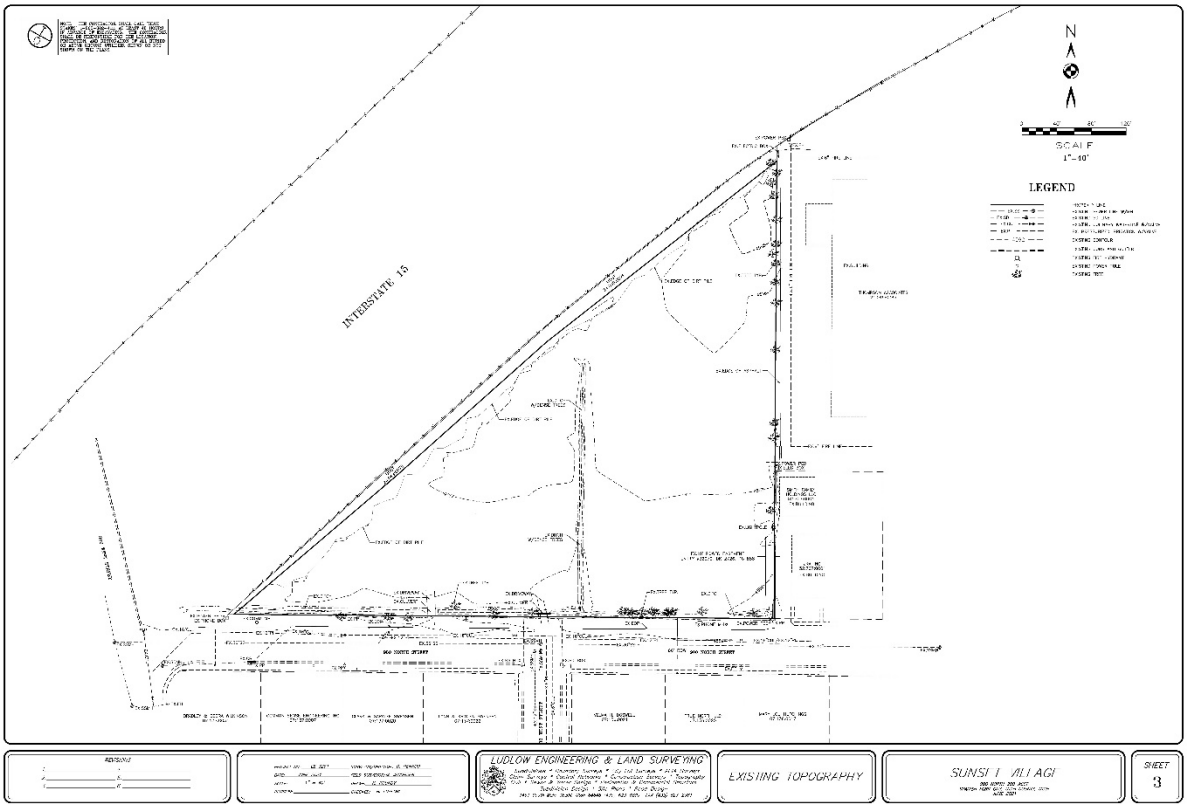
LUDLOW ENGINEERING & LAND SURVEYING
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Farm Surveys * Design Work * Construction Services * Topography
Golf Course Design * Development * Construction Stakeout
Subdivision Design * Site Plans * Road Design

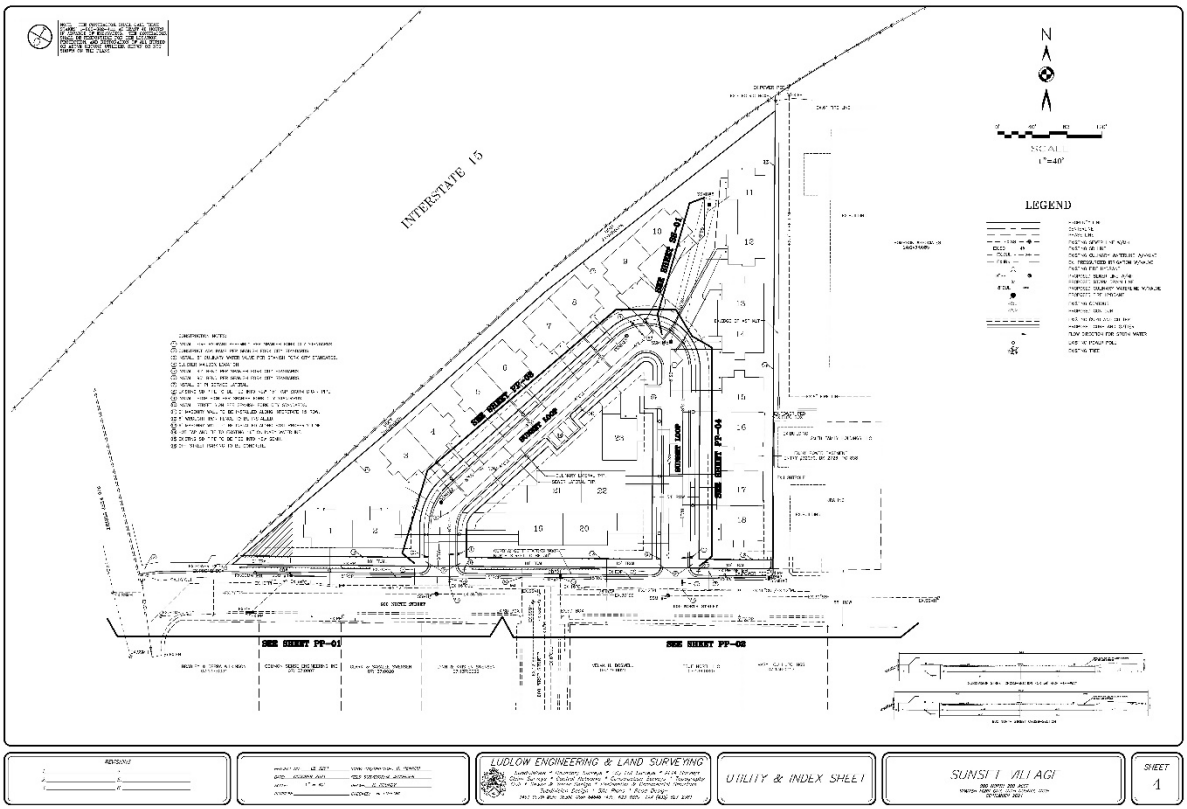
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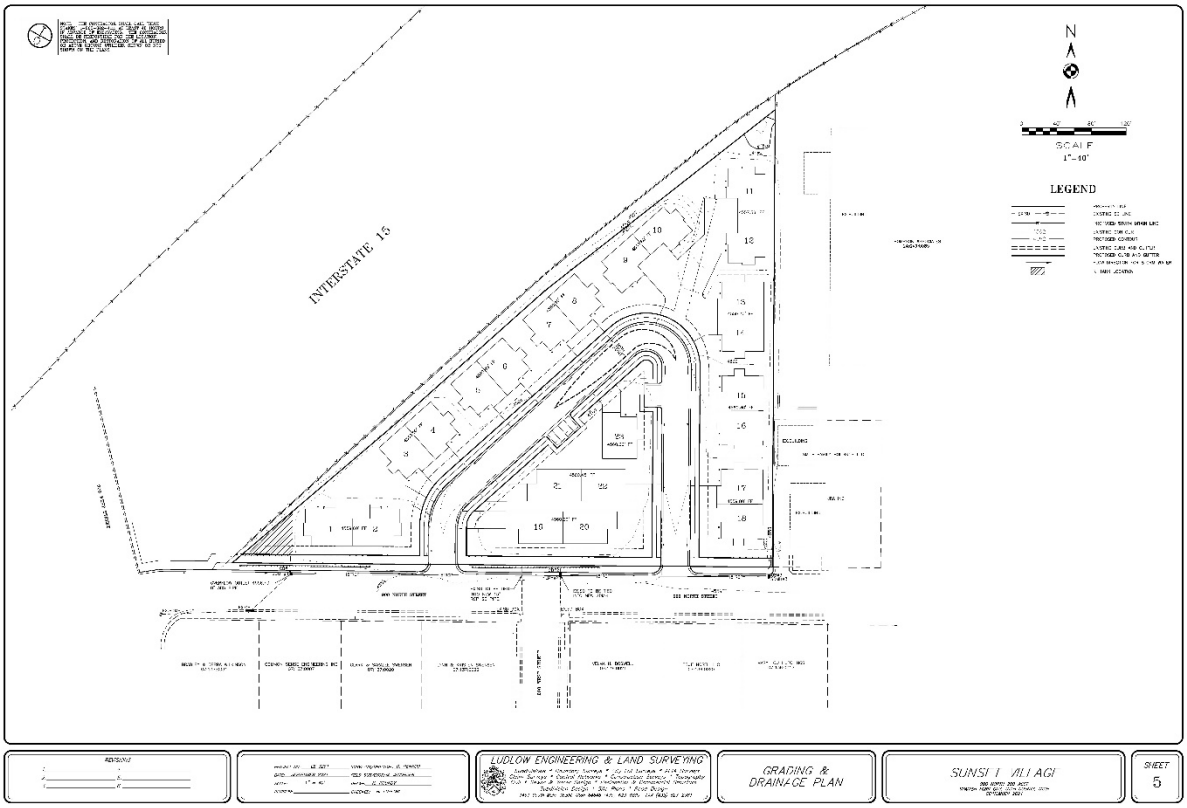
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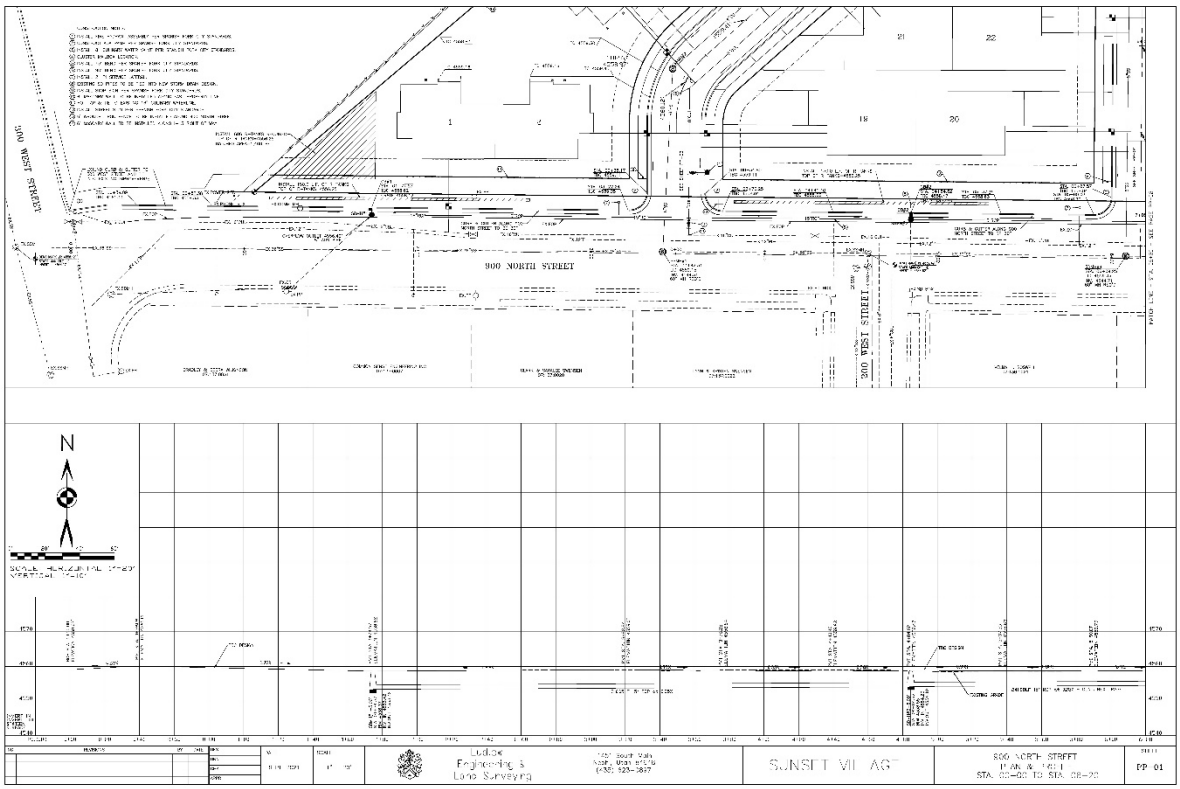
SHEET 1

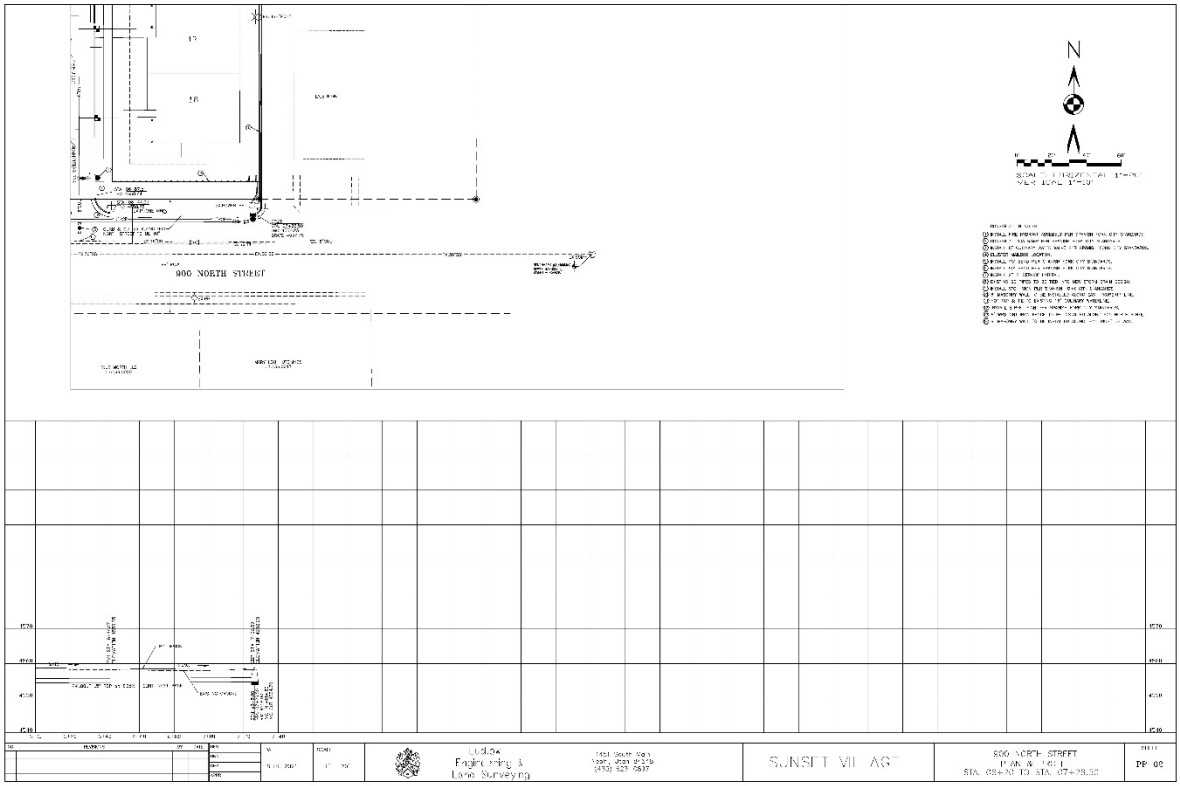


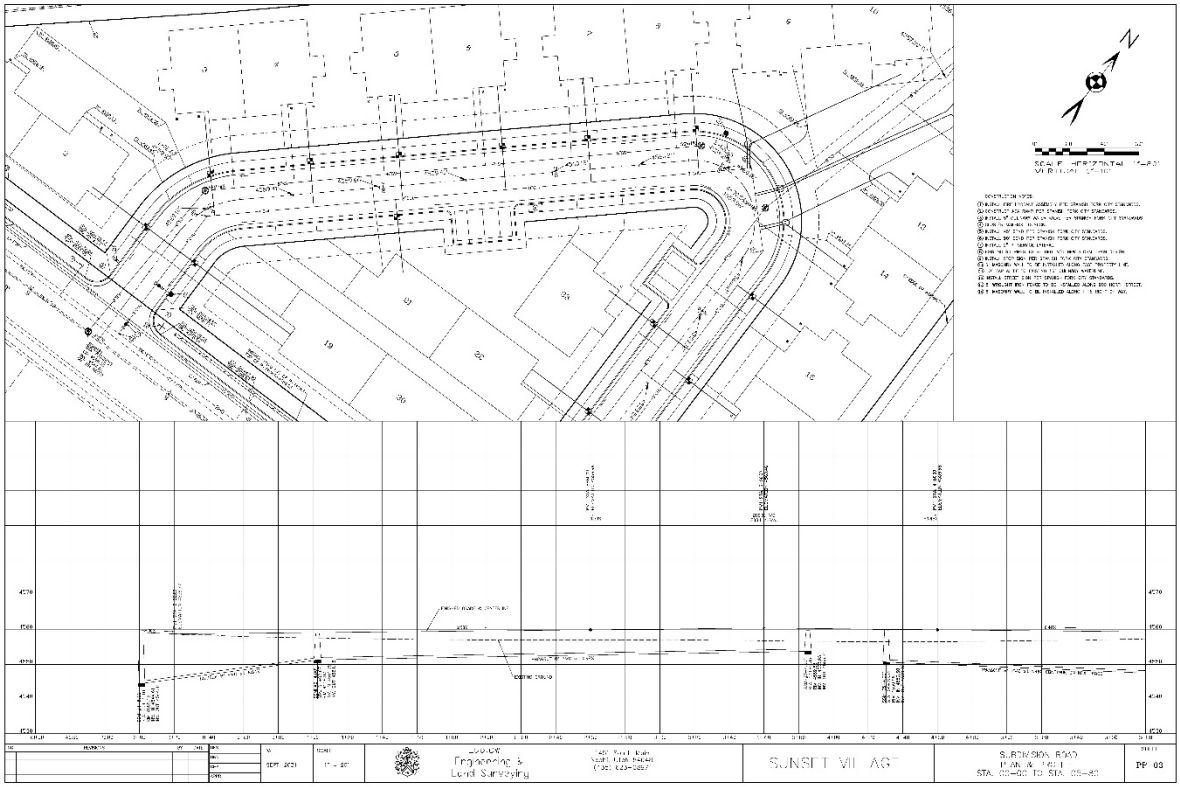

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REVISIONS
LUDLOW ENGINEERING & LAND SURVEYING
EXISTING TOPOGRAPHY
SUNSET VALLEY
SHEET
3

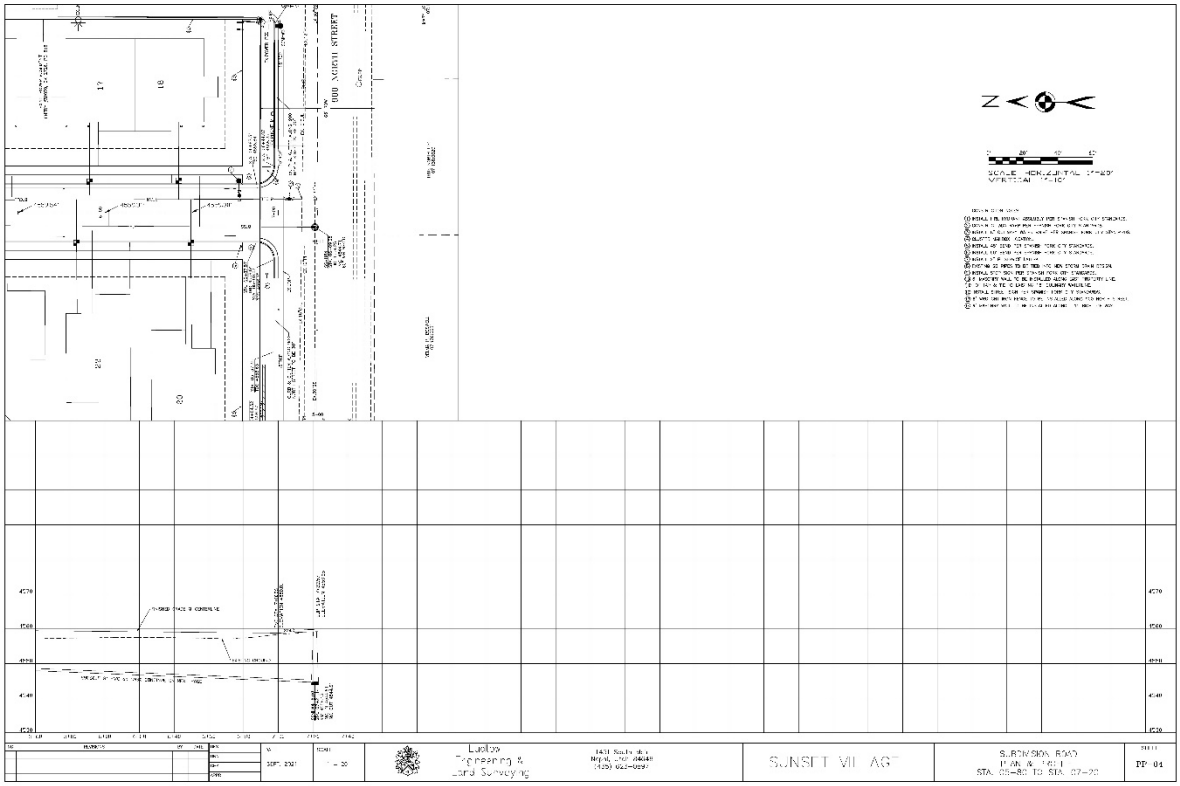

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SEE SHEET PP-01
SEE SHEET PP-02
SEE SHEET PP-03
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REVISIONS
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UTILITY & INDEX SHEET
SUNSET VALLEY
SHEET
4

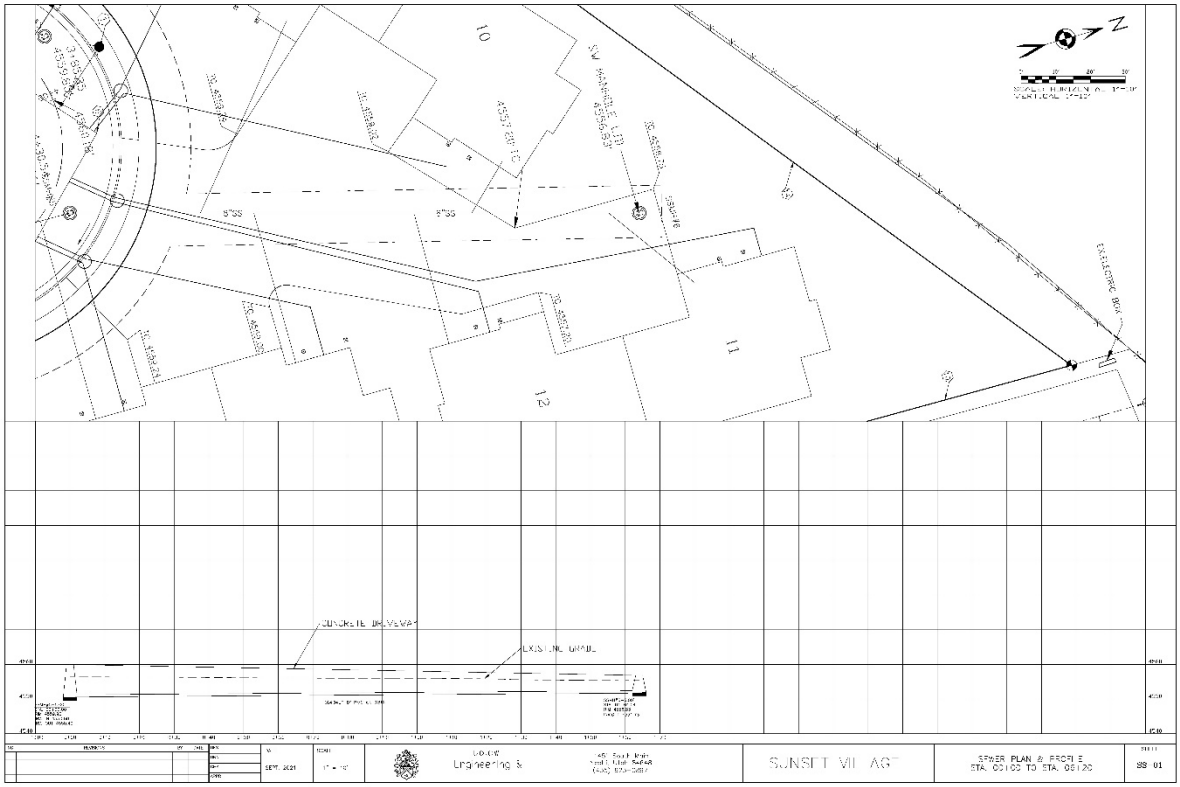

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SUNSET VILLAGE
SHEET
5

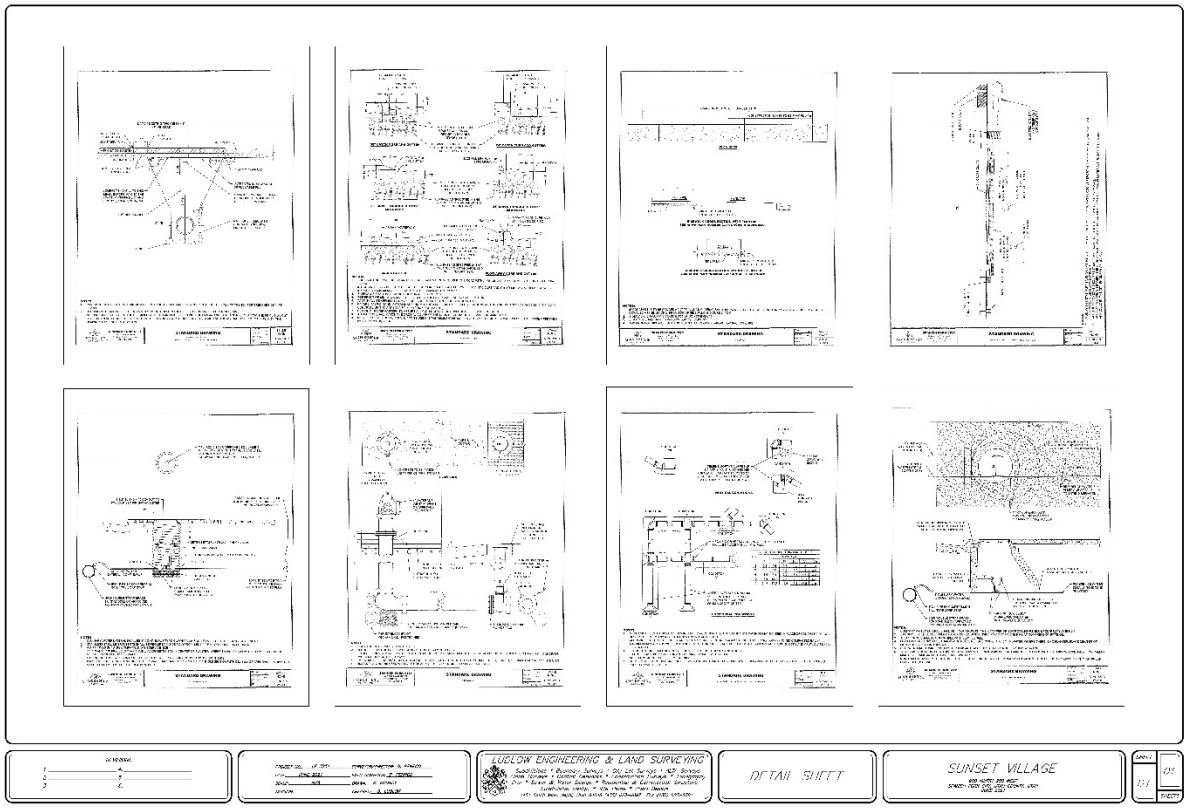

300 WEST STREET
900 NORTH STREET
300 WEST STREET
N
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'
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SUNSET VILLAGE
900 NORTH STREET
PLAN & PROFILE
STA. 00+00 TO STA. 08+20
PP 01

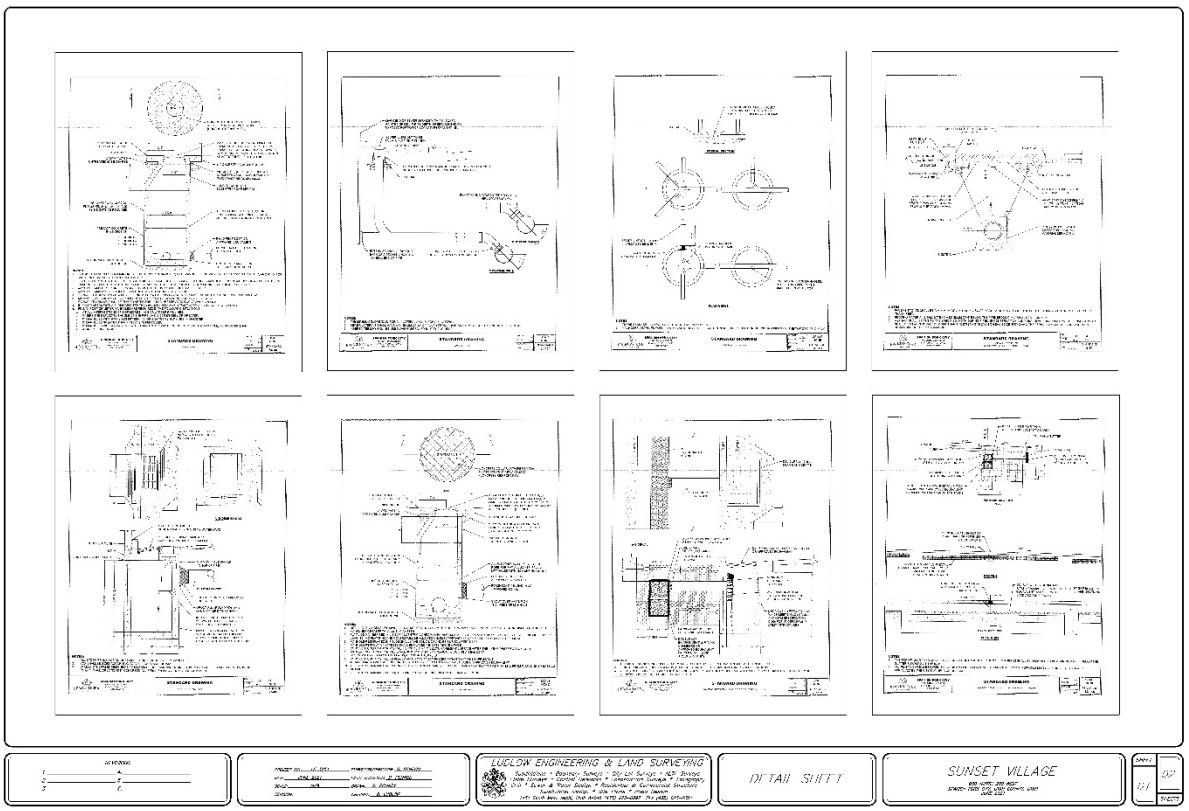

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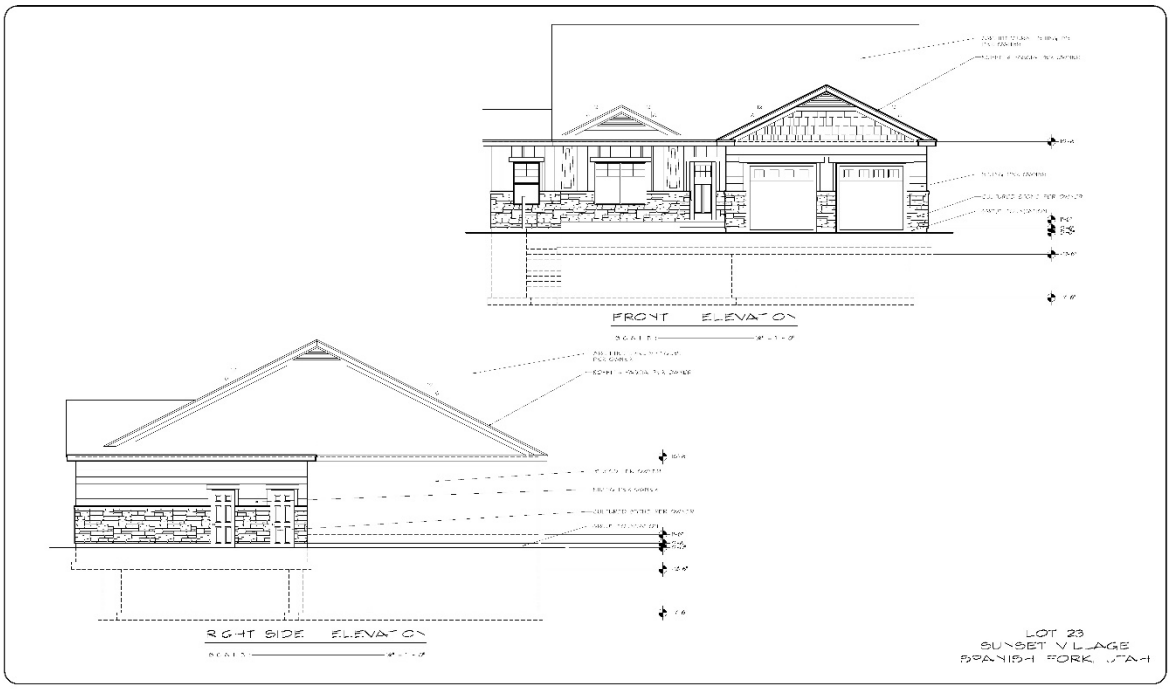

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PLAN & PROFILE
PP 03


SUNSET VII AGT
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PP 01

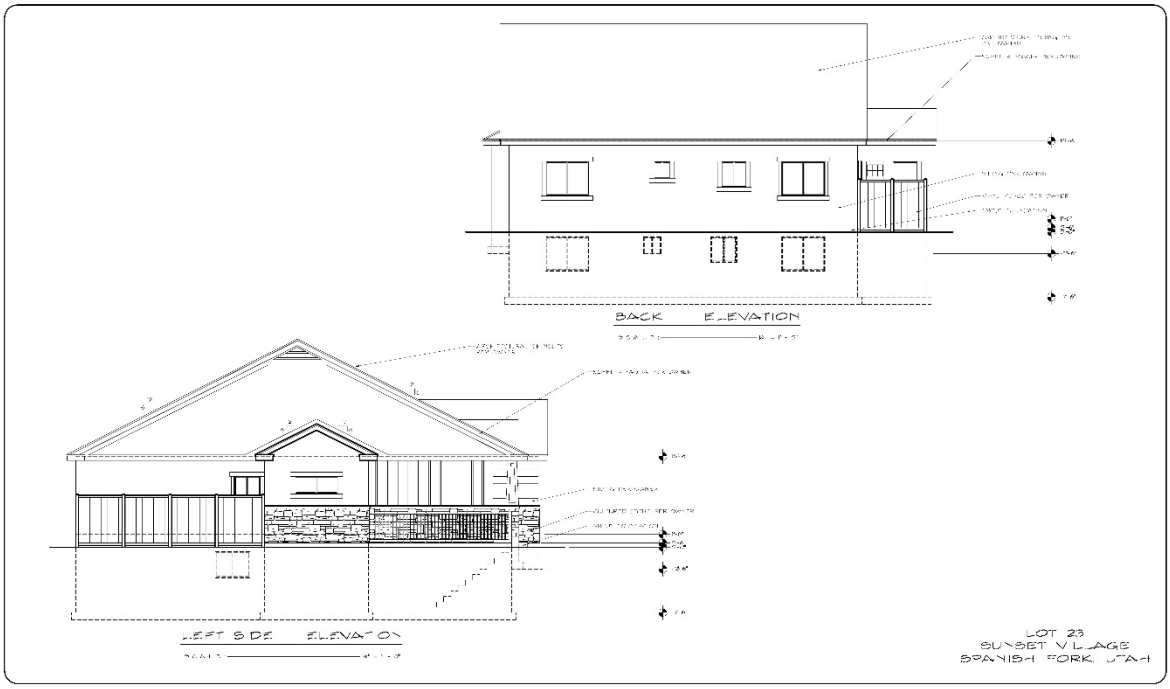

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SEWER PLAN & PROFILE
SS 01


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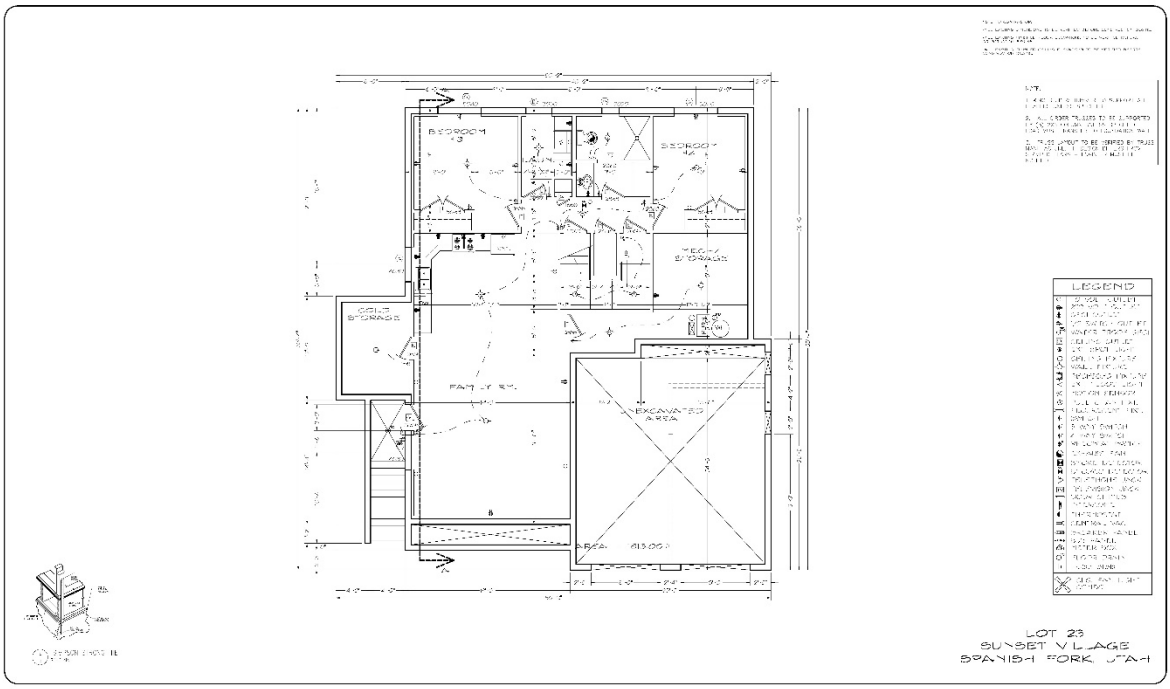

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SUNSET VILLAGE



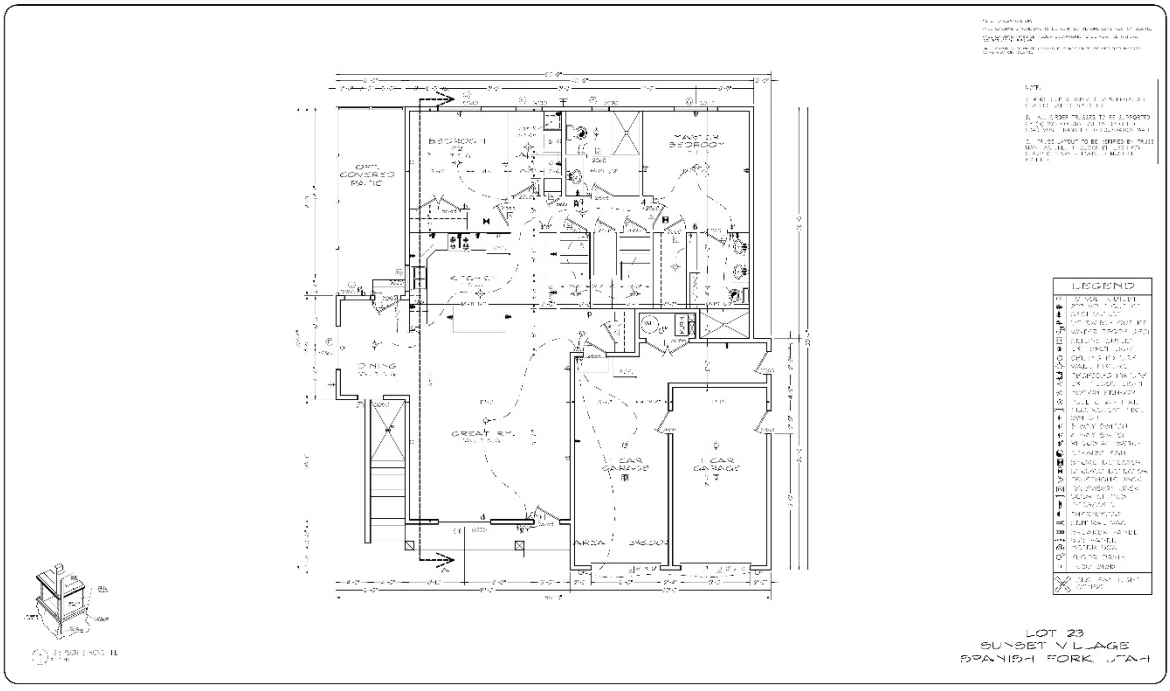
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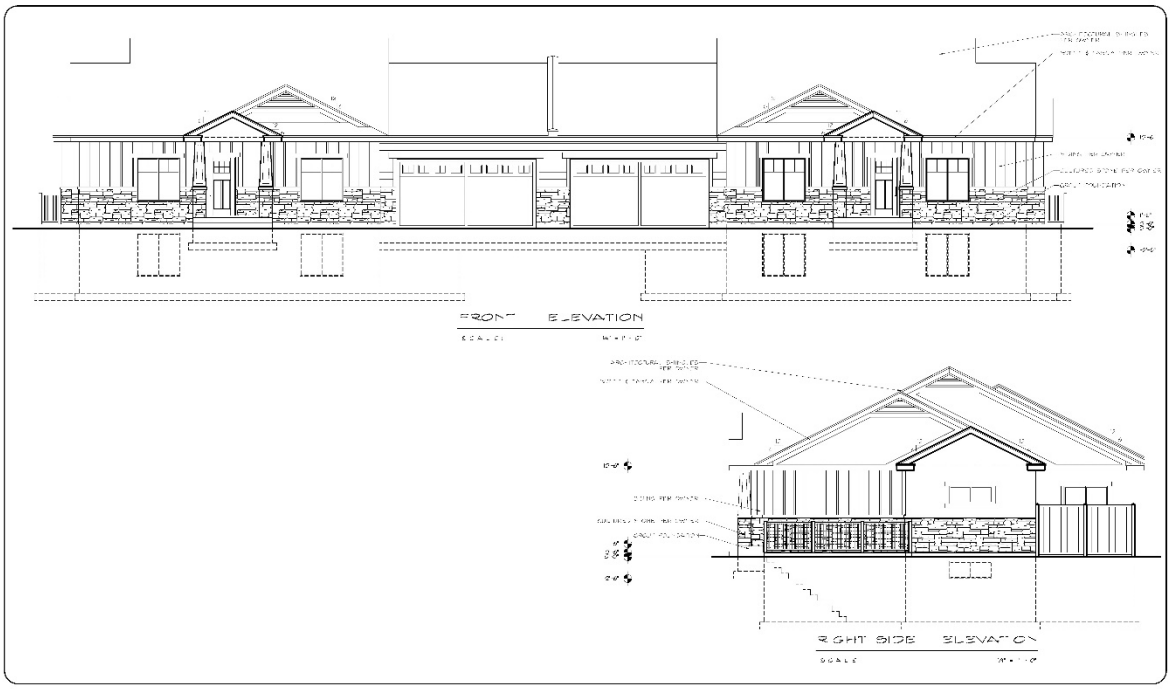
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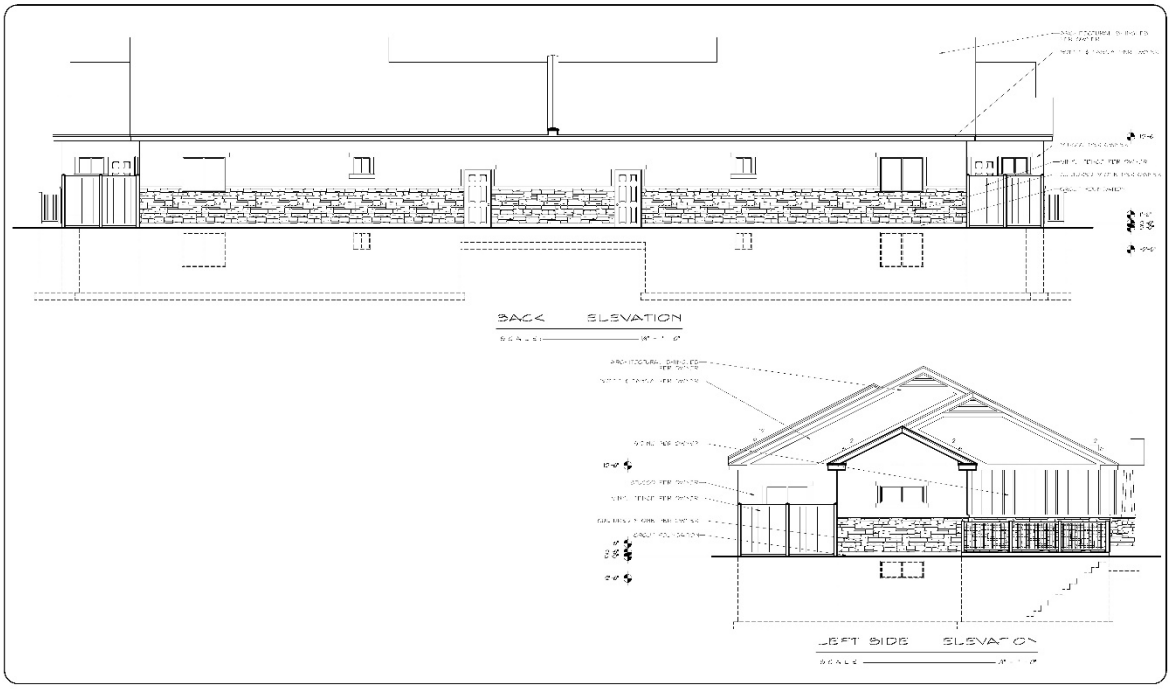
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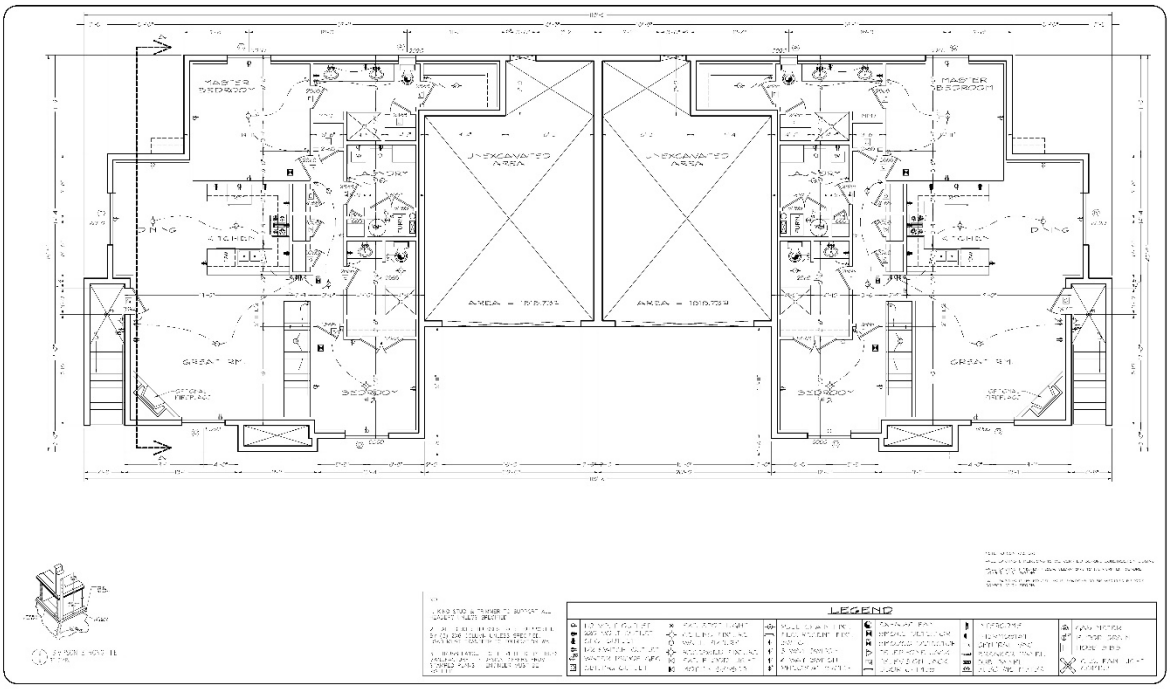
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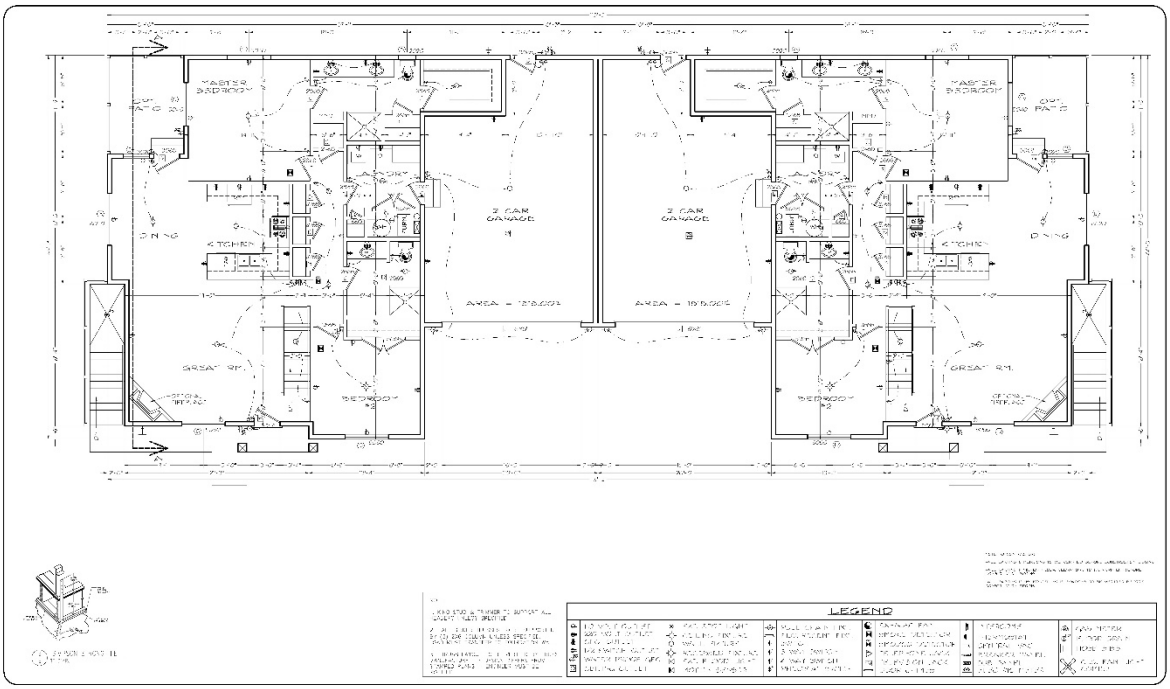
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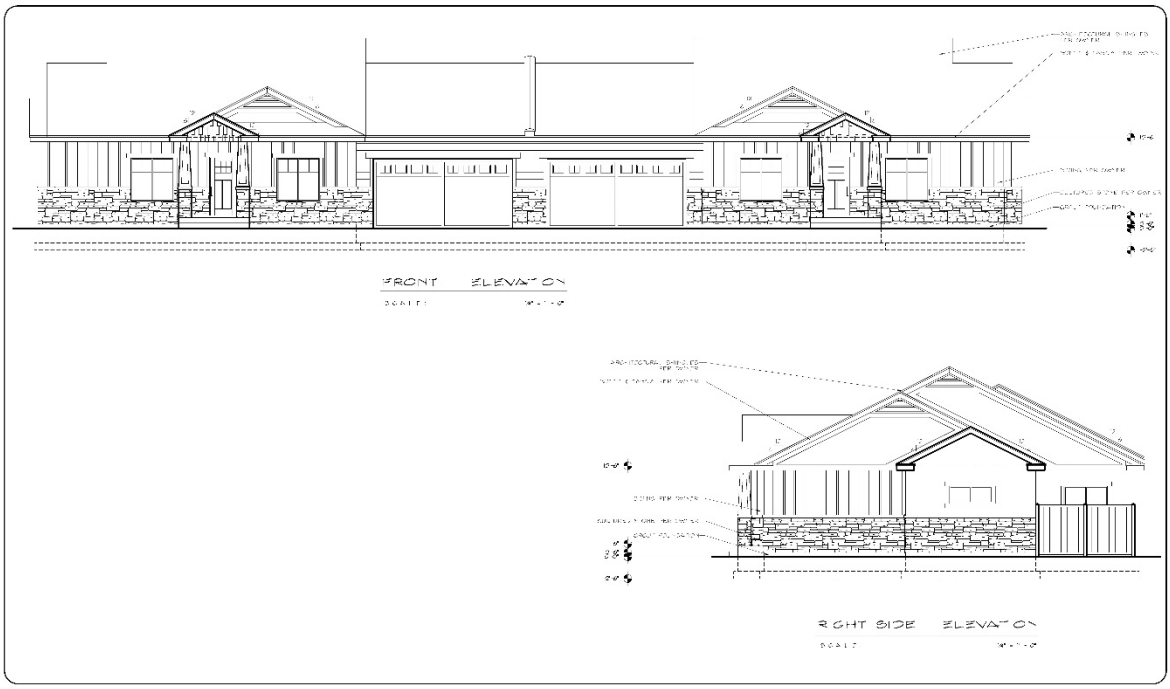
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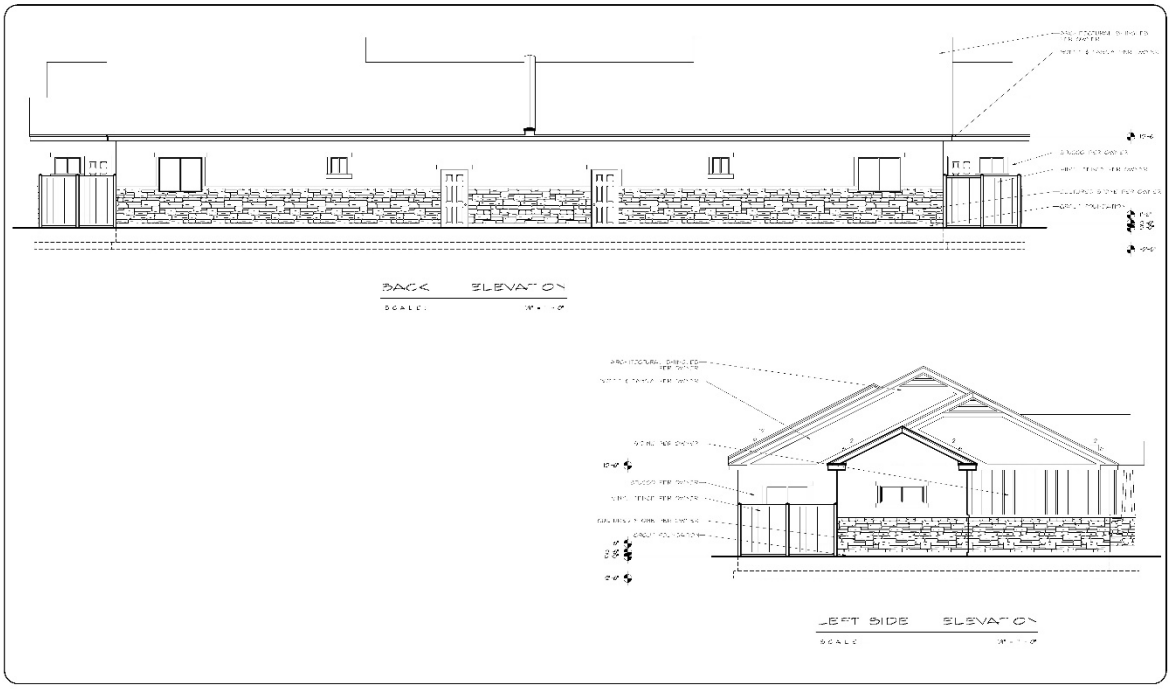
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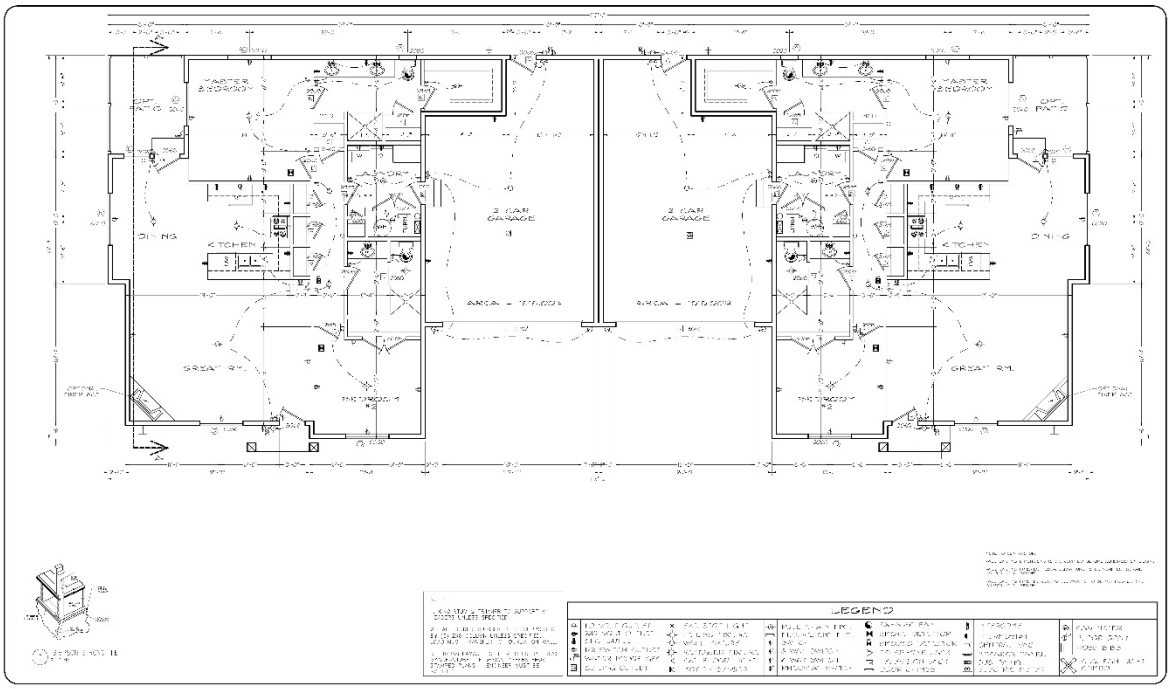
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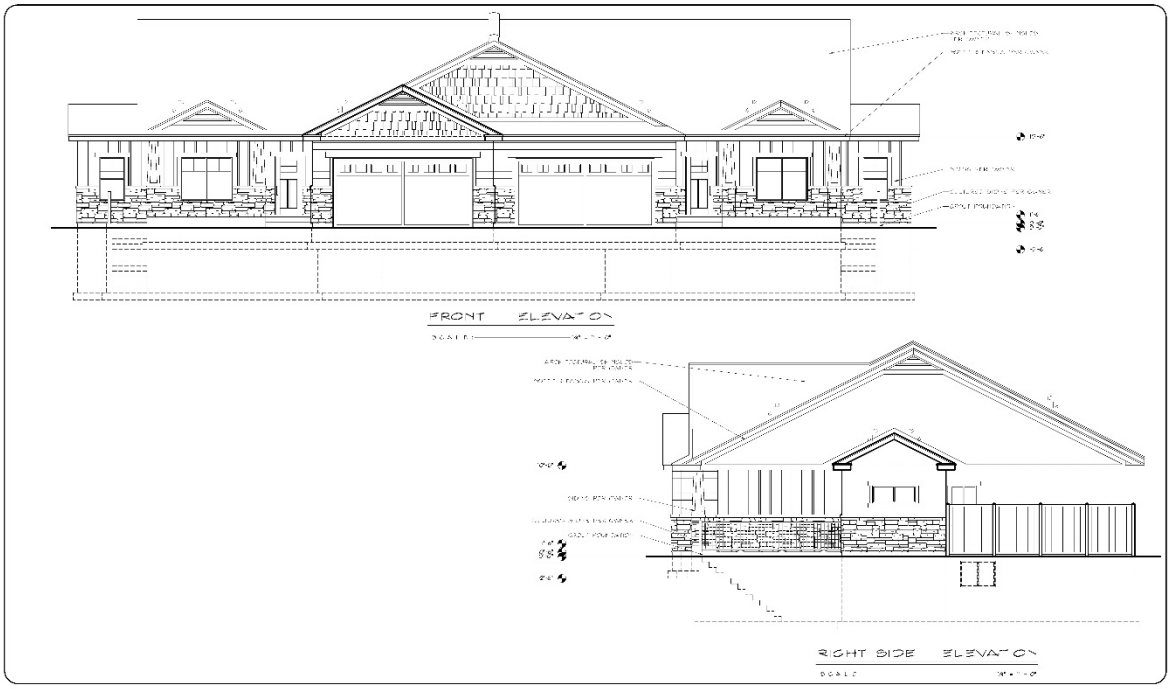
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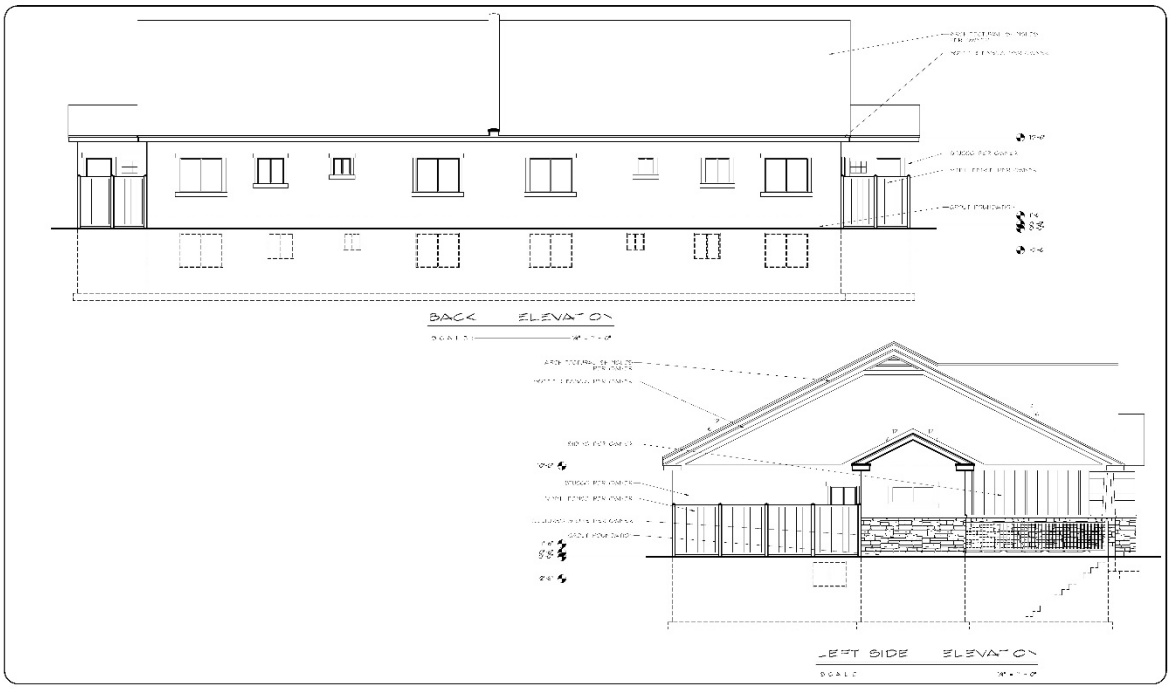
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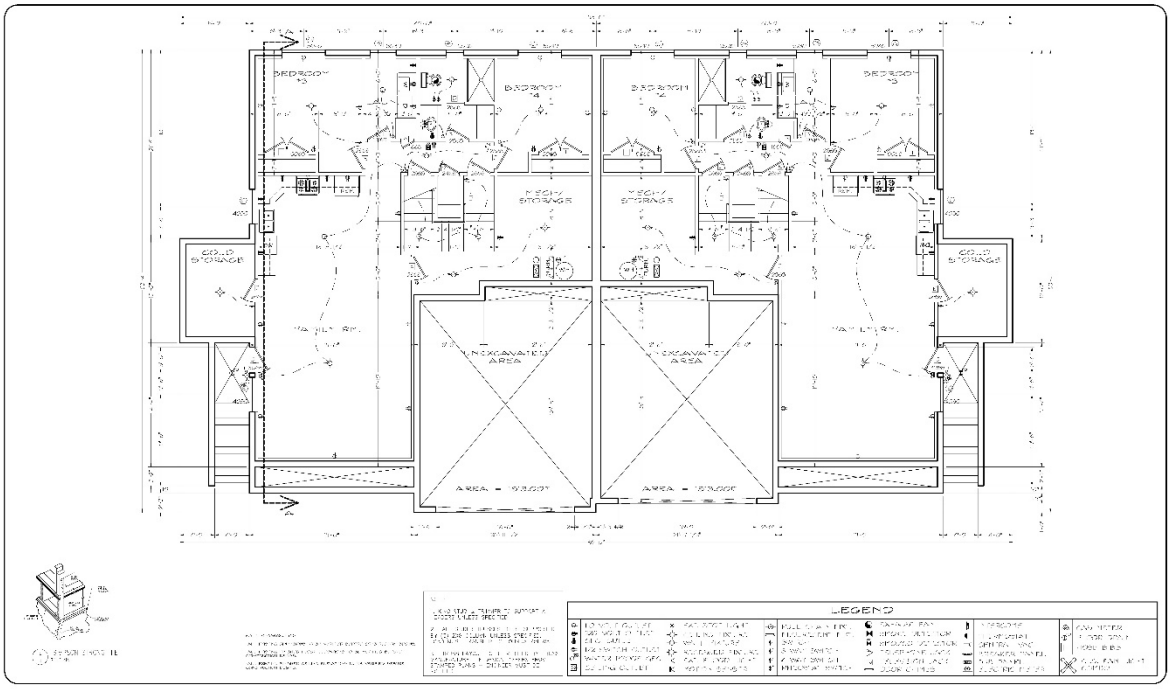
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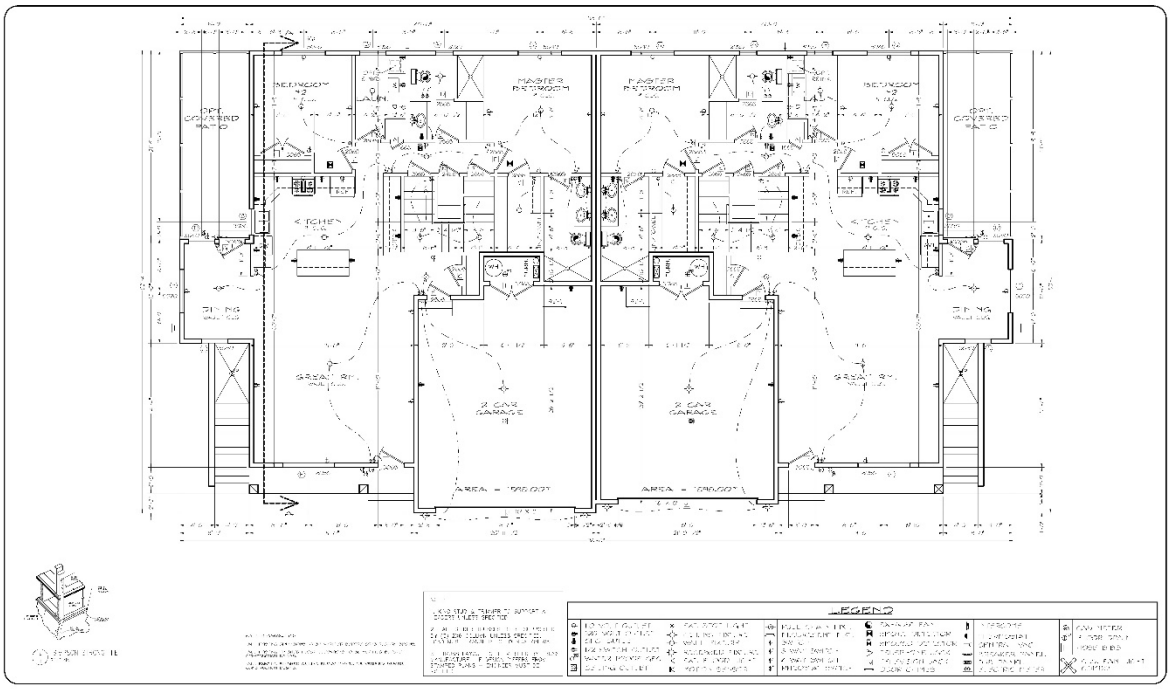
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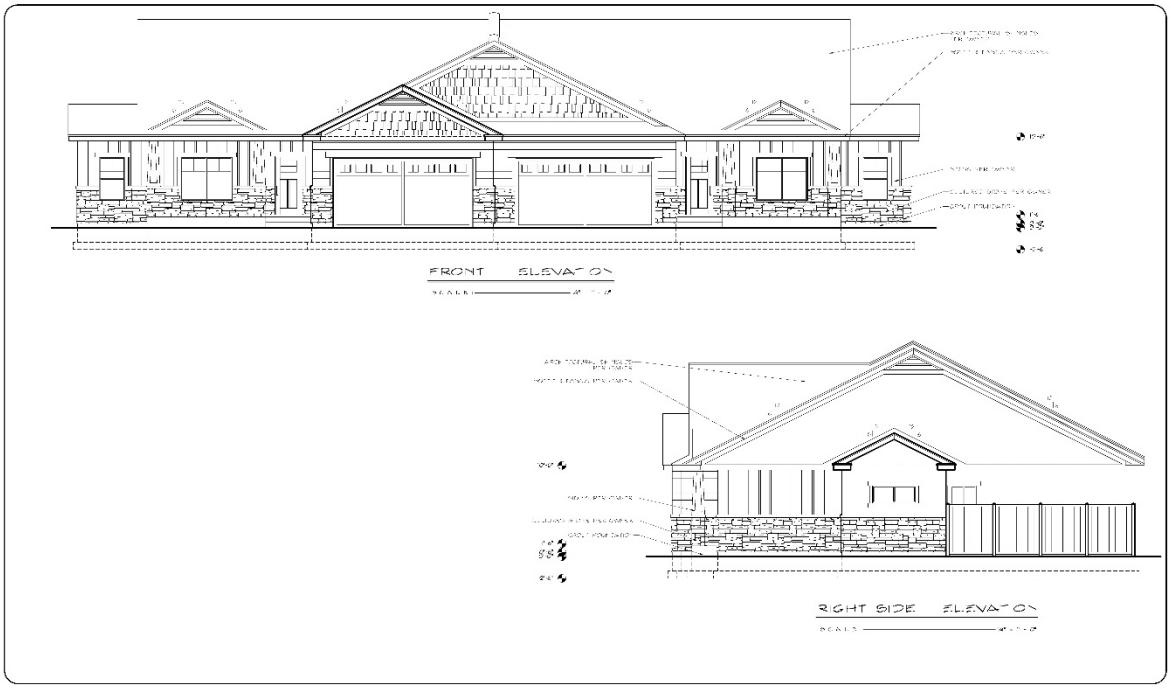
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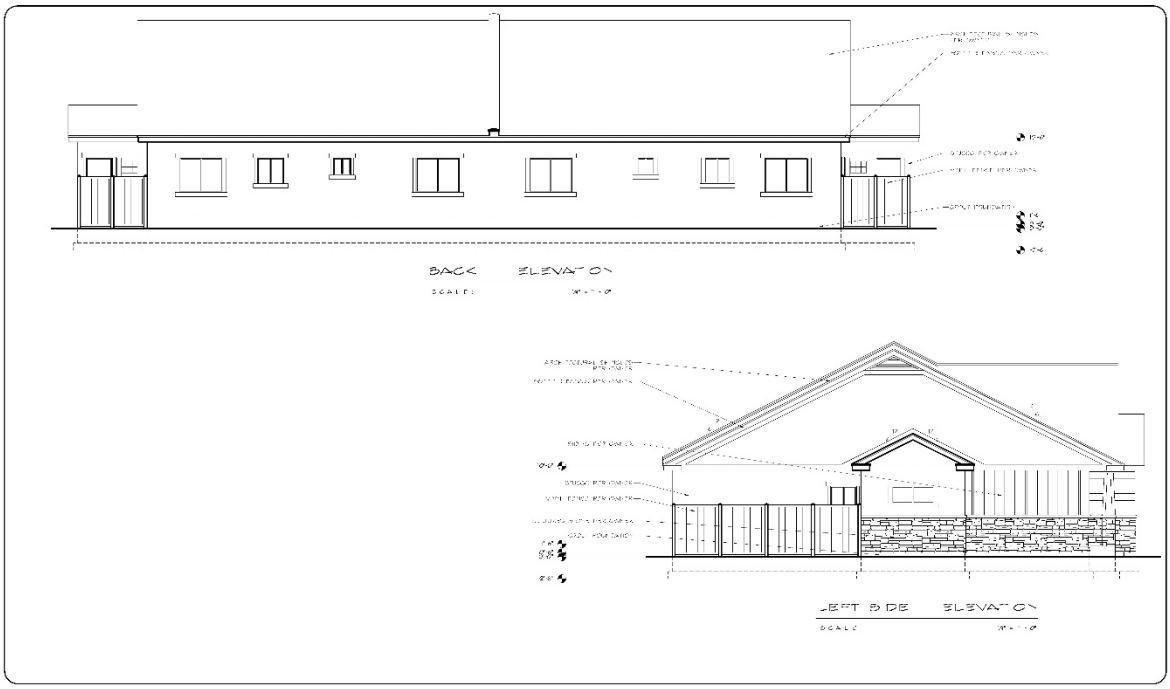
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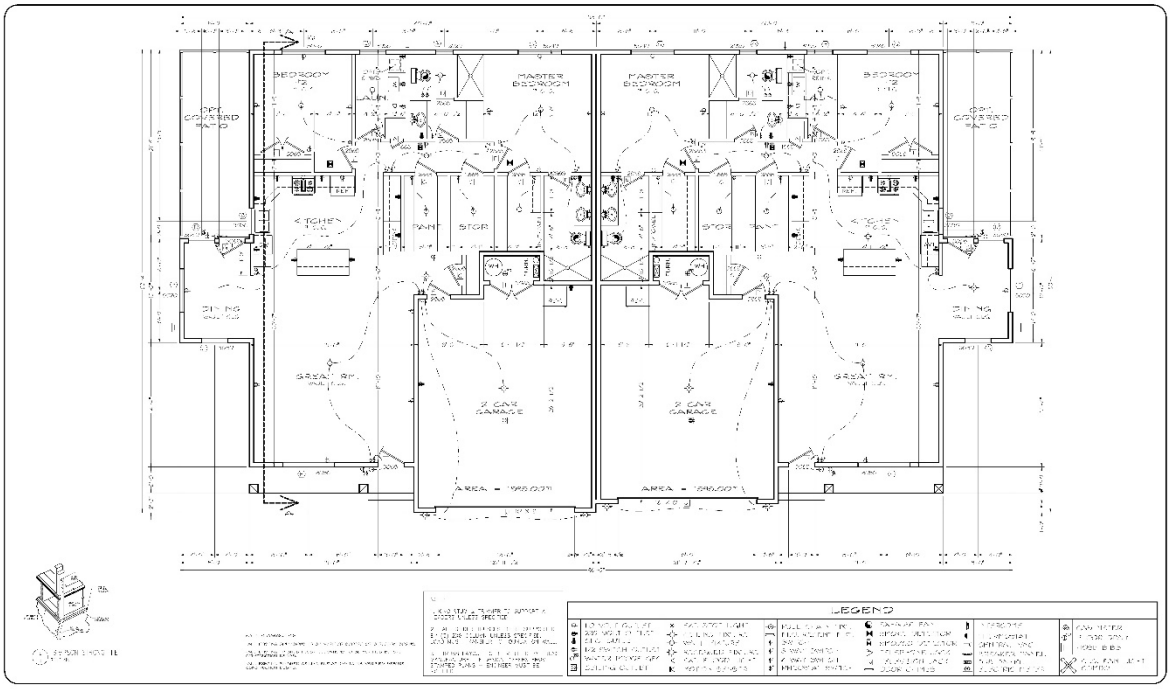
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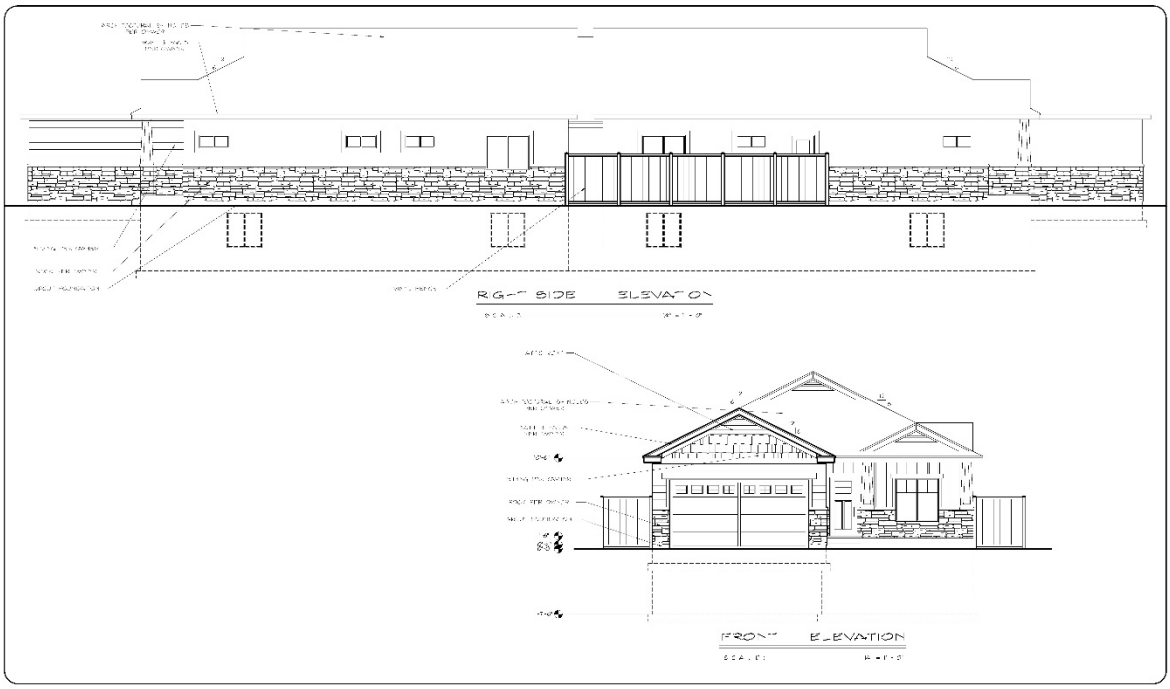
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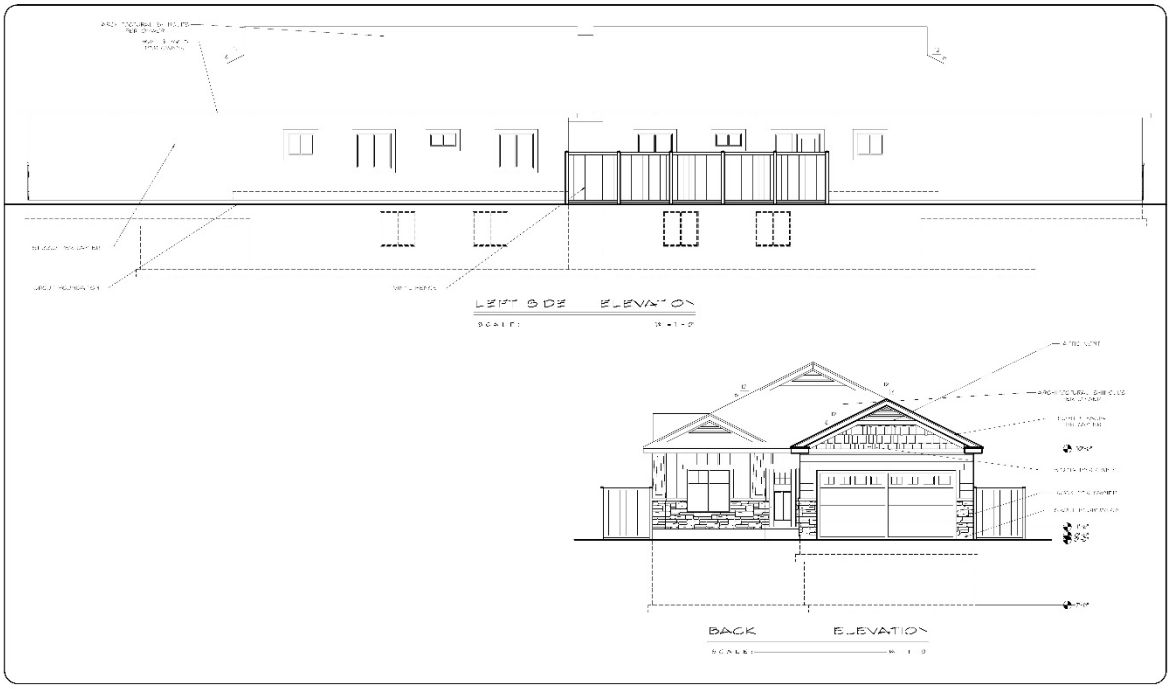
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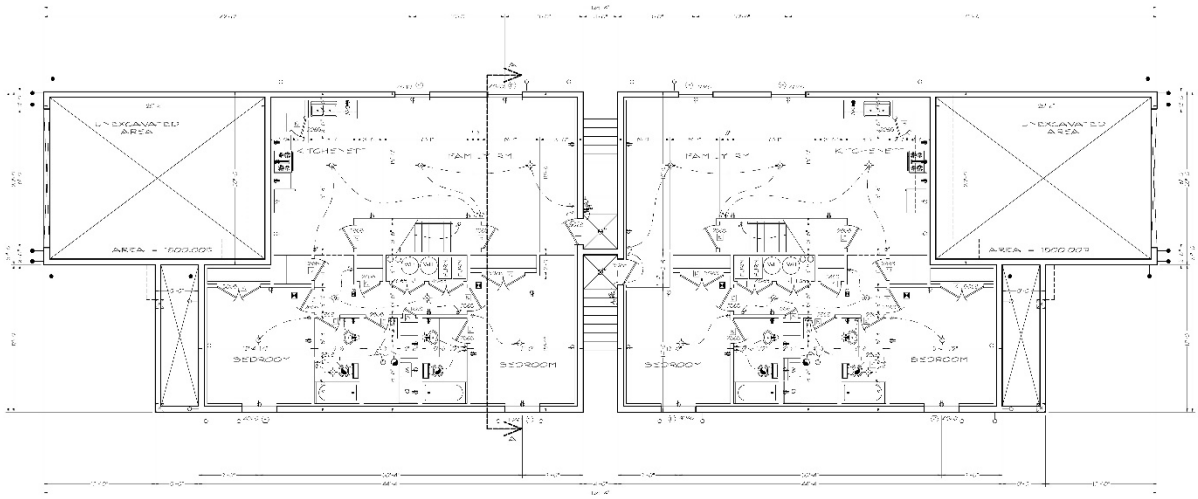
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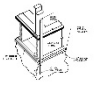


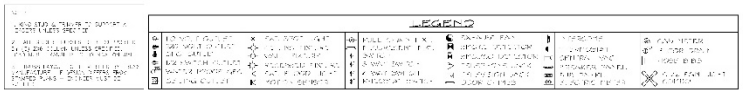
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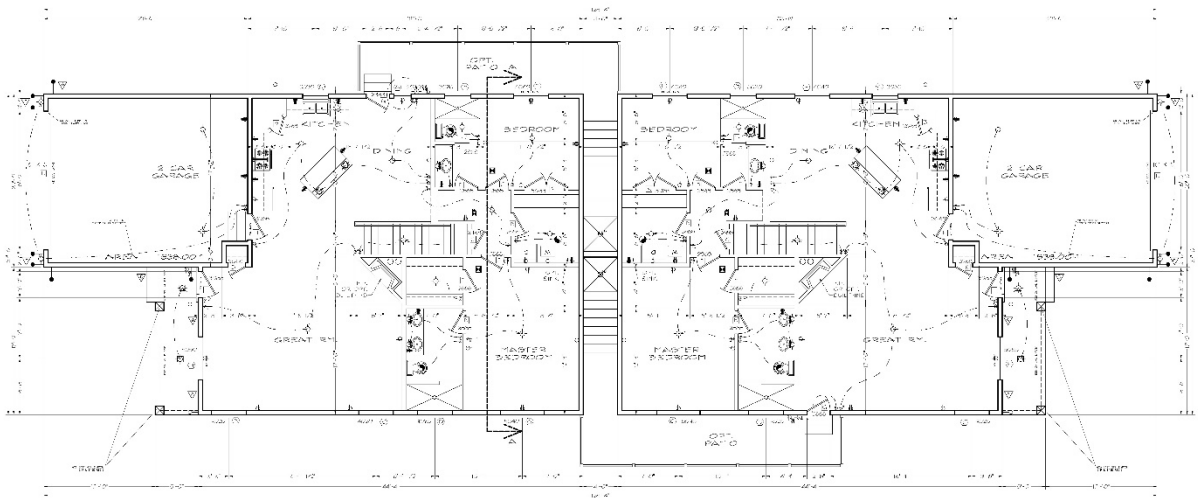
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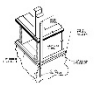


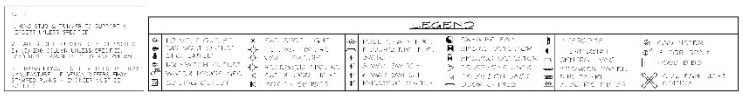




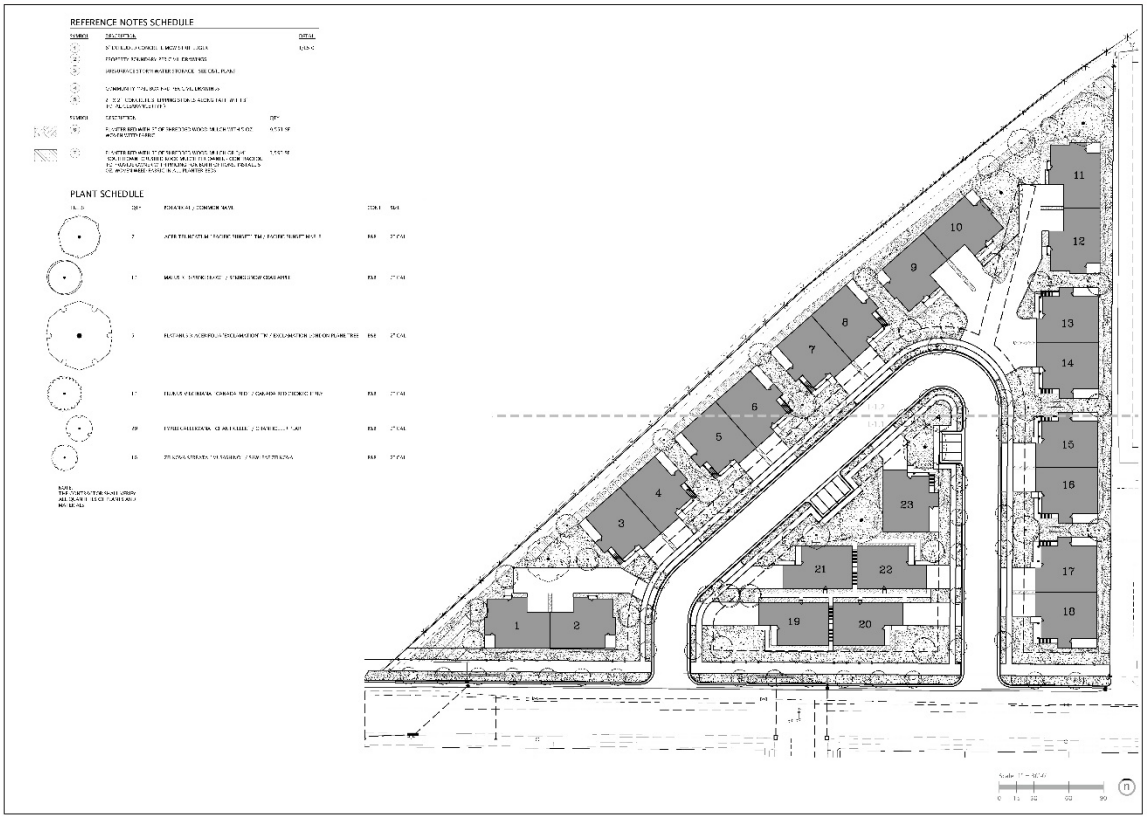
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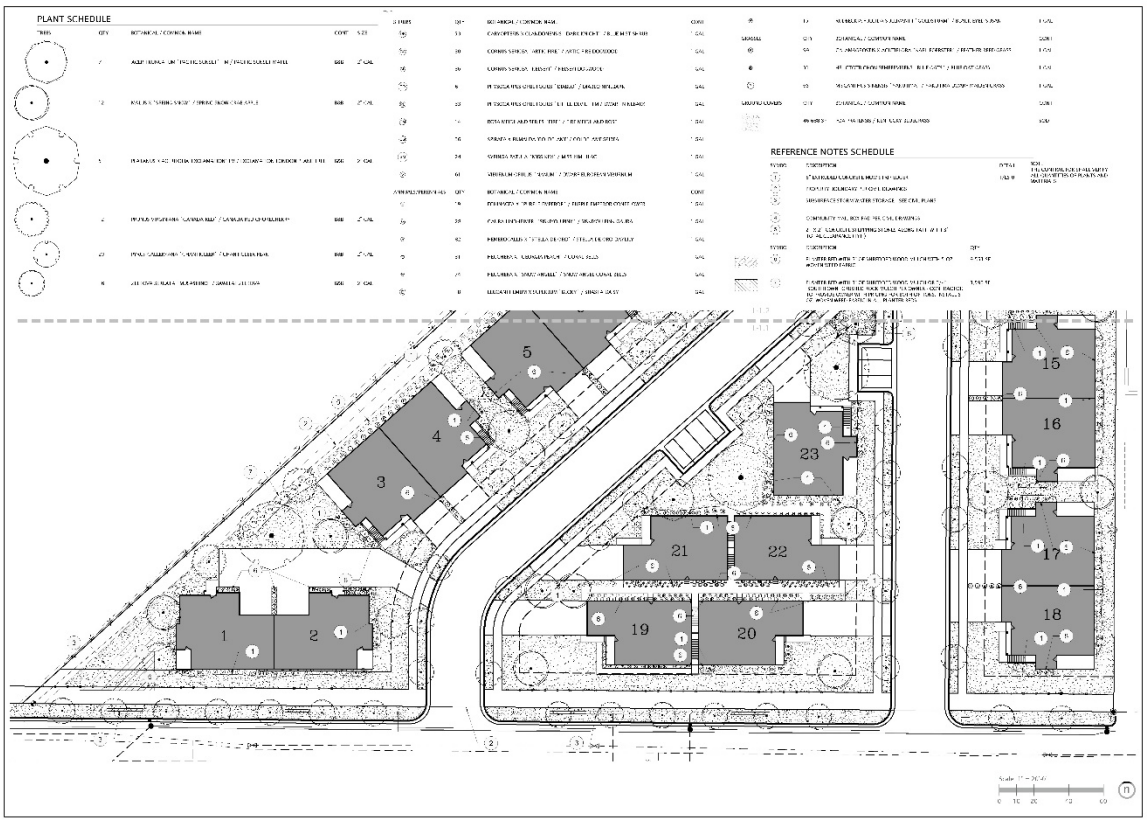


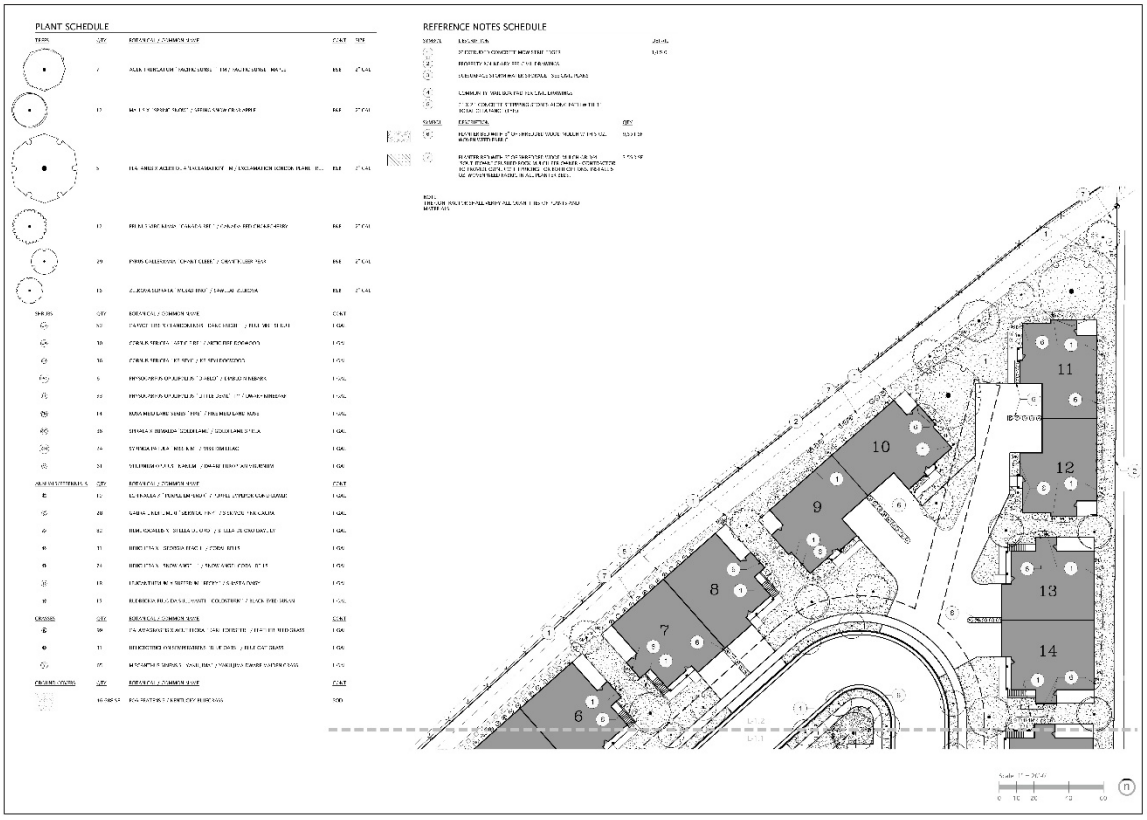


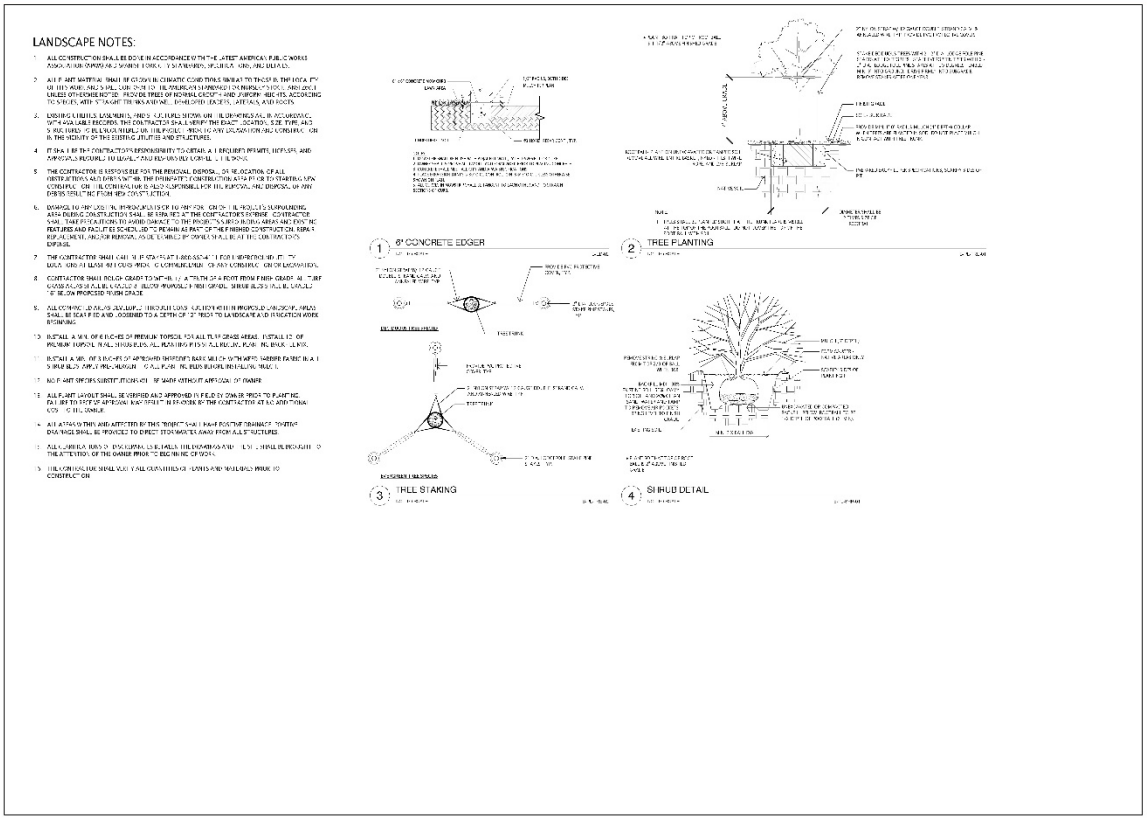


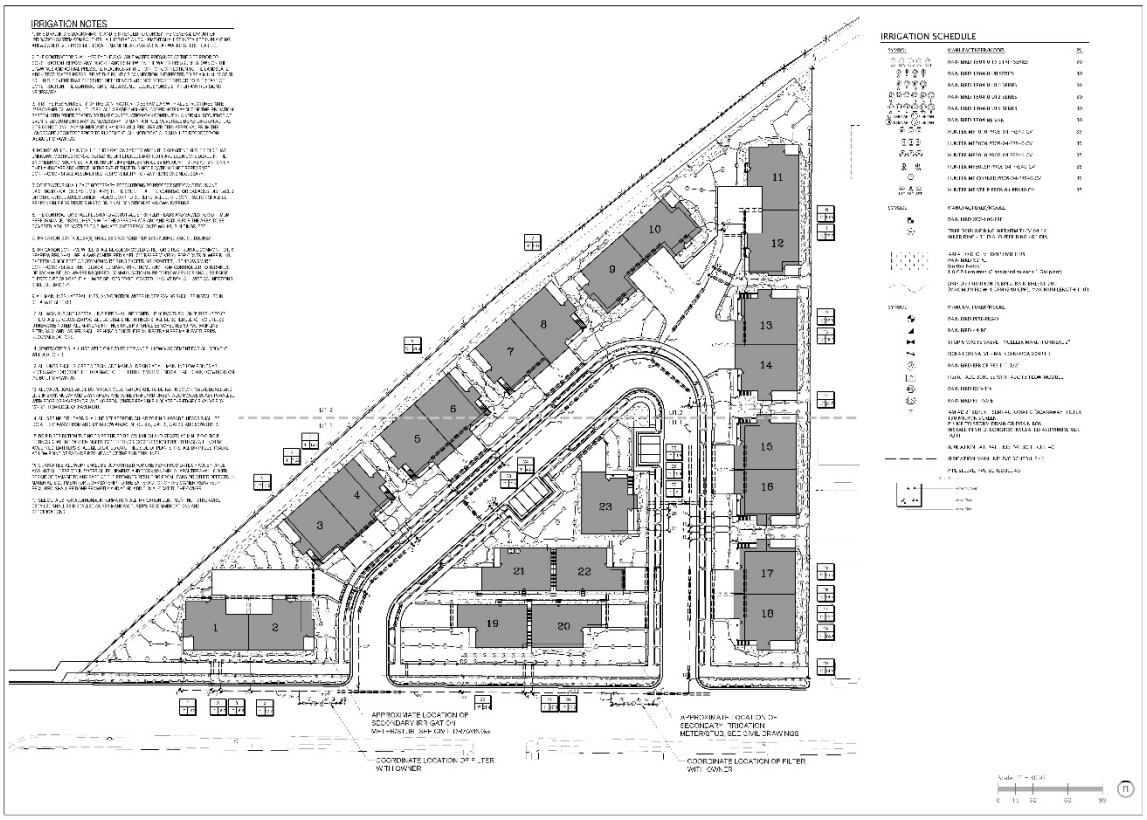
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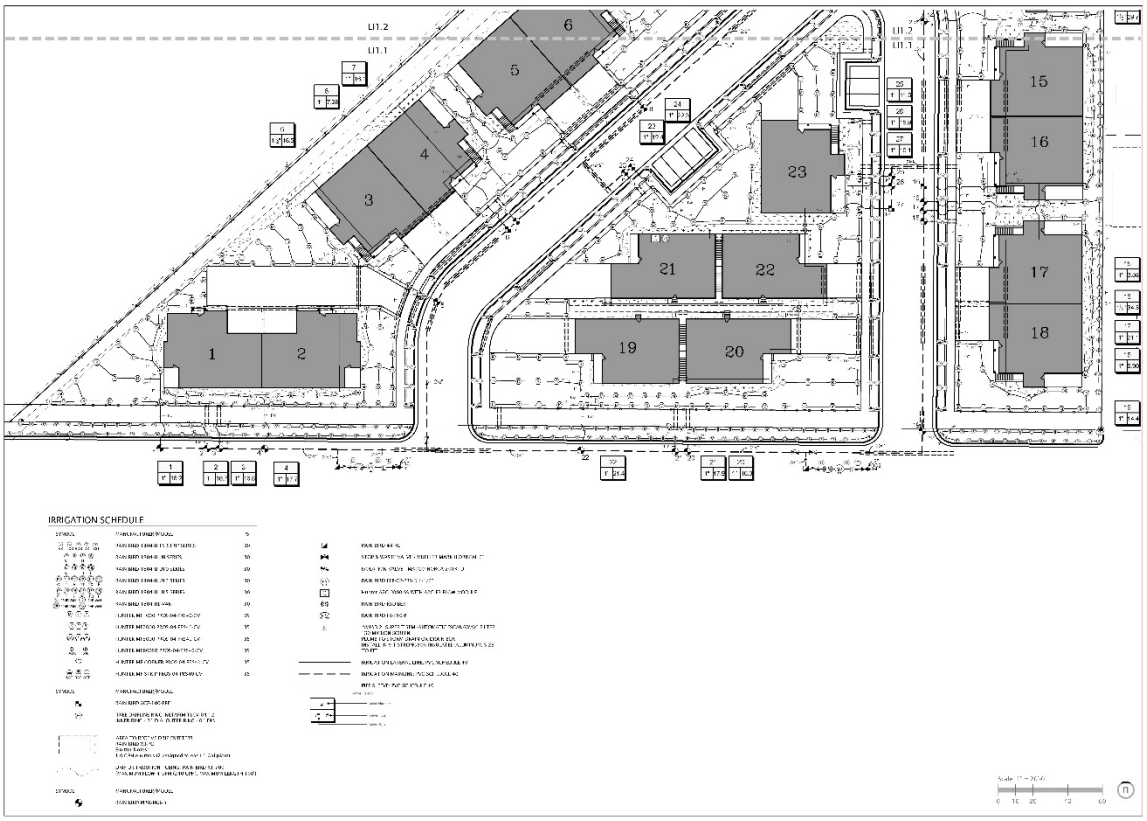

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PLANT SCHEDULE
SUNSET VILLAGE
OVERALL LANDSCAPE PLAN
L1.0

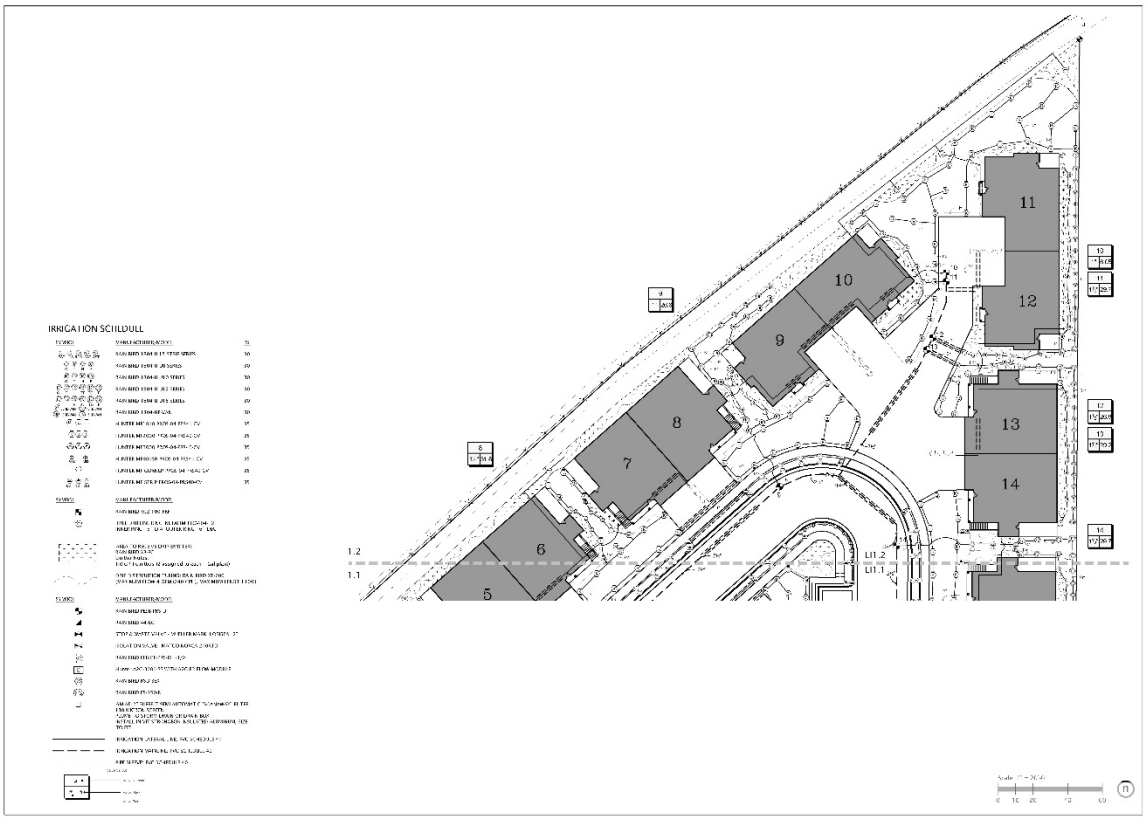

PLANT SCHEDULE
REFERENCE NOTES SCHEDULE
SUNSET VILLAGE
LANDSCAPE PLAN
L1.1


PLANT SCHEDULE
REFERENCE NOTES SCHEDULE
LANDSCAPE PLAN
L1.2


LANDSCAPE NOTES:
1 6" CONCRETE EDGER
2 TREE PLANTING
3 TREE STAKING
4 SHRUB DETAIL
LANDSCAPE DETAILS
L5.0


IRRIGATION NOTES
IRRIGATION SCHEDULE
SUNSET VILLAGE
800 N. 200 W.
SPANISH FORK, UT 84660
OVERALL IRRIGATION PLAN
LI1.0


IRRIGATION SCHEDULE
SUNSET VILLAGE
800 N. 200 W.
SPANISH FORK, UT 84660
IRRIGATION PLAN
LI1.1

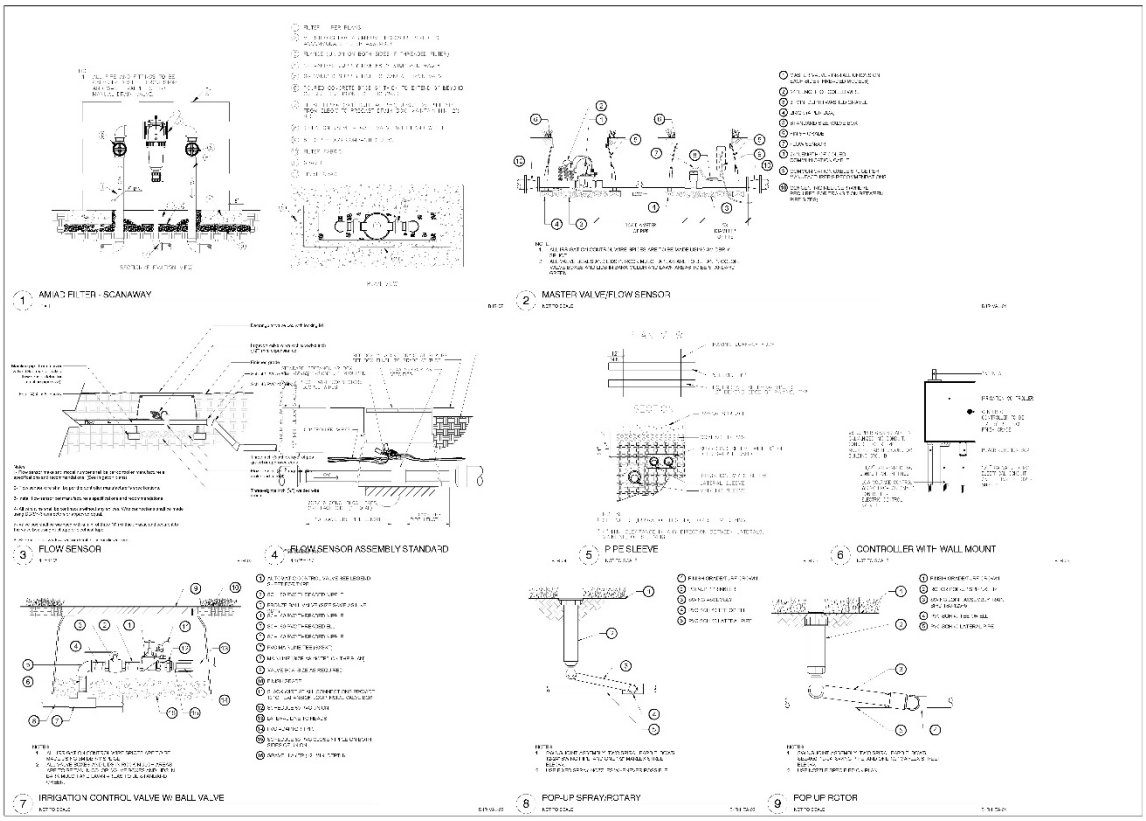


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SUNSET VILLAGE
1800 N. 200 W.
SPANISH FORK, UT 84660

IRRIGATION PLAN

LI1.2

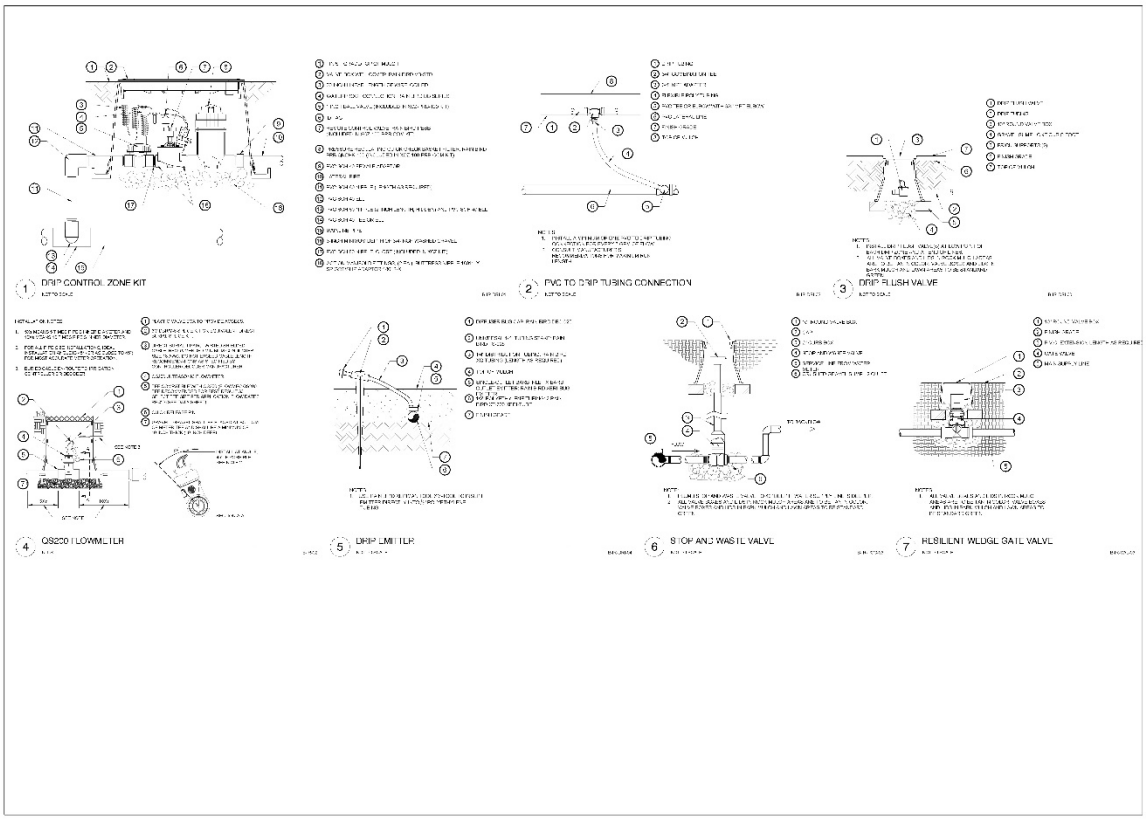


blu line designs

SUNSET VILLAGE
1800 N. 200 W.
SPANISH FORK, UT 84660

IRRIGATION DETAILS

LI5.0



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blu line designs

SUNSET VILLAGE
1800 N. 200 W.
SPANISH FORK, UT 84660

IRRIGATION DETAILS

LI5.1

WHEN RECORDED, PLEASE RETURN TO:

_____
_____
_____
_____

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND PROTECTIVE COVENANTS

FOR

SUNSET VILLAGE
A Planned Unit Development

Spanish Fork City, Utah County, Utah

4824-8916-8546

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTSAND PROTECTIVE COVENANTS FOR SUNSET VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE COVENANTS FOR SUNSET VILLAGE (this "***Declaration***") is made as of this ____ day of _____, 20___, by _____, a _____ ("***Declarant***").

RECITALS:

A. Declarant holds legal title to certain real property located in the County of Utah, State of Utah, consisting of approximately 3.85 acres and located at approximately 900 North 200 West in Spanish Fork City to be known as "Sunset Village" which property is described in Exhibit A, attached hereto and incorporated herein (the "***Property***").

B. To establish efficient management and to preserve the value and appearance of the Property, the Declarant desires to create a nonprofit corporation that would be assigned the powers and delegated the duties of (i) managing certain aspects of the Property, (ii) maintaining and administering the Common Area, (iii) administering, collecting and disbursing funds pursuant to the provisions regarding assessments and charges hereinafter created and referenced, and (iv) performing such other acts that generally benefit the Property and the Owners. Sunset Village Homeowners Association, Inc., a Utah nonprofit corporation, has or will be incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions aforesaid.

C. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, Mortgagees, Residents, occupants or other holders of an interest in the Property, or any part thereof, certain easements and rights and certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the various parcels within the Property.

D. Declarant desires and intends that the Owners, Mortgagees, Lessees, Occupants, Residents and other persons hereafter acquiring any interest in or otherwise utilizing property within the Property, shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

E. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property and the interests therein conveyed and to establish thereon a planned community.

F. In order to cause this Declaration to run with the land comprising the Property and to be

binding upon the Property and the Owners thereof from and after the date of this Declaration is Recorded, Declarant hereby makes all conveyances within the Property, whether or not so provided in the conveying instruments, subject to the covenants herein set forth; and by accepting deeds, leases, easements or other grants or conveyances to any portion of the Property, the Owners and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the covenants (including but not limited to the obligation to pay Assessments) hereinafter set forth except to the extent such persons are specifically excepted herefrom.

G. The Project created by this Declaration is not a cooperative.

NOW, THEREFORE, Declarant does hereby declare and establish the following covenants, conditions, easements, and protective covenants:

1. Definitions

1.1 "***Act***" means the Community Association Act (U.C.A. Section 57-8a-101 et seq.), as amended from time to time.

1.2 "***Architectural Guidelines***" mean those guidelines described in Section 13 of this Declaration.

1.3 "***Articles of Incorporation***" or "***Articles***" mean the Articles of Incorporation of Sunset Village Homeowners Association, Inc., a Utah nonprofit corporation, as filed with the Secretary of State of the State of Utah.

1.4 "***Assessment***" means a charge imposed or levied by the Association on or against a Unit or an Owner pursuant to the terms of this Declaration or any other Governing Document, and includes a Base Assessment and a Special Assessment.

1.5 "***Association***" means Sunset Village Homeowners Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.6 "***Base Assessment***" means the assessments levied against all Units in the Project to fund Common Expenses.

1.7 "***Board***" means the Board of Directors of the Association.

1.8 "***Bulk Provider***" means a private, public or quasi-public utility or other company which provides, or proposes to provide, cable television, satellite television, high speed internet, security monitoring or other electronic entertainment, information, communication or security services, or concierge or other personal services to the Owners, Occupants, or Units within the Project pursuant to a Bulk Service Agreement.

1.9 "***Bulk Service Agreement***" means an agreement between the Association and a Bulk Provider pursuant to which the Bulk Provider would provide cable television, satellite television, high speed internet, security monitoring or other electronic entertainment,

information, communication or security services, or concierge or other personal services, to Owners, Occupants or Units within the Project.

1.10 "***Bylaws***" mean and refer to the Bylaws of the Association, attached hereto as Exhibit B and incorporated herein by reference, as they may be amended from time to time.

1.11 "***Common Area***" means all real and personal property that the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners exclusively within the Project, which Common Area is so designated by Declarant, in Declarant's sole discretion. The land that is part of the Common Area includes all the land of the Project less and except the Units that may be located within the Project from time to time.

1.12 "***Common Expenses***" mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners within the Project, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, and may include, without limitation, when determined by the Board, expenses incurred in bringing or defending lawsuits and other litigation expenses.

1.13 "***Declarant***" means collectively _____, a _____, and its successors or assigns which take title to any portion of the Project for the purpose of development and/or sale and who are designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.14 "***Design Review Committee***" or "***DRC***" means the design review committee established by the Association.

1.15 "***Environmental Laws***" mean all present and future Laws, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Substances.

1.16 "***Final Approval***" means the Final Approval for the Project adopted by Spanish Fork City, Utah, as amended from time to time.

1.17 "***Governing Documents***" means all documents and applicable provisions thereof as set forth in this Declaration, the Bylaws and Articles Incorporation of the Association, the Plat, Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the DRC and Board, and any lawful amendments to any of the foregoing.

1.18 "***Hazardous Substances***" mean any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or containment under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

1.19 "***Improvements***" means any improvement now or hereafter constructed within the Project and includes anything that is a structure and appurtenances thereto of every type and kind, including but not limited to any (a) Residence, building, shed, guest house, screening wall, accessory building, fence, or wall; (b) any walkway, garage, road, driveway or parking area; (c) any mailbox, sign, covered patio, stairs, fountain, artistic work, craft work, figurine, ornamentation or embellishment of any type or kind (whether or not affixed to a structure or permanently attached to a Unit); (d) any radio or television antenna or receiving dish; (e) any paving, exterior lights, curbing, trees, shrubs, hedges, grass, windbreak, or other landscaping improvements of every type and kind; (f) any excavation, fill, retaining wall or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel, and related fixtures and equipment; and (g) any other structure of any kind or nature.

1.20 "***Laws***" mean any law, regulation, rule, order, statute or ordinance of any governmental or private entity applicable to the Project or the Unit and the Owner's use thereof, including, but not limited to, building, fire and safety codes and regulations, building permits, conditional use permits, and certificates of occupancy.

1.21 "***Lessee***" means the lessee or tenant under a lease, oral or written, of any Unit, including an assignee of the lessee's or tenant's interest under a lease.

1.22 "***Limited Common Area***" means that portion of the Common Area that is owned by the Owner but which use is subject to the Board if not maintained according to bylaws; an example is exterior porches or patios. Said areas may also be highlighted/cross hatched on the plat, as limited common area, for the use of the Owner for such purposes as the construction and use of a patio, hot tub, or similar type of improvement.

1.23 "***Member***" means a Person entitled to membership in the Association, as provided herein.

1.24 "***Mortgage***" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.25 "***Mortgagee***" means a beneficiary or holder of a Mortgage.

1.26 "***Mortgagor***" means any Person who gives a Mortgage.

1.27 "***Municipal Authority***" means any applicable governmental entity or municipality that has jurisdiction over all or some part of the Project including without limitation Spanish Fork City, Utah.

1.28 "***Occupant***" means any Person other than an Owner, who has actual use, possession or control of a Unit or any portion thereof, or any other Improvement located within the Project.

1.29 "***Owner***" shall mean and refer to one (1) or more Persons who hold the record title to any Unit within the Project, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.30 "***Parcel***" means one or more legally subdivided lot within the Project as designated on the Plat, intended for single family residential use. Parcel numbers shall be synonymous with Unit numbers notwithstanding the assignment of a separate residential address to each Parcel/Unit.

1.31 "***Period of Administrative Control***" means a period of time commencing as of the date of this Declaration and expiring upon the first to occur of: (a) the date that is sixty (60) days after seventy-five percent (75%) of the Units that may be created within the Project are conveyed to Owners other than Declarant, or (b) the day seven (7) years after Declarant ceases to offer Units for sale in the ordinary course of business, or (c) the day Declarant, after giving notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

1.32 "***Person***" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.33 "***Plat***" means that certain plat entitled _____, duly Recorded, which is incorporated herein by this reference.

1.34 "***Project***" means the development known as Sunset Village, located on the Property in Spanish Fork City, Utah County, Utah.

1.35 "***Project-Wide Standards***" means those standards of aesthetics, environment, appearance, architectural design and style, maintenance, conduct and usage generally prevailing within the Project as set forth in this Declaration.

1.36 "***Public View***" means, as to each Unit, visibility of a location on the lot or exterior of the Unit from a Street or Common Area.

1.37 "***Record*," "*Recording*," "*Recorded*" and "*Recordation***" means placing or having placed an instrument of public record in the official records of Utah County, Utah.

1.38 "***Regulated Modification***" means (without implication that any particular matter is permitted or prohibited by this Declaration) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing within the Project as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by Declarant or Association, but including by way of illustration and not of limitation:

1.38.1 any building, garage, porch, shed, bathhouse, coop or cage, covered or uncovered patio, children's play fort or play set and any other recreational devices or equipment used outside of a Unit, fence, wall or other screening device, curbing, paving, wall, trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters, and any other temporary or permanent modification or alteration;

1.38.2 any other building, structure, improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Architectural Guidelines, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Project; and

1.38.3 any modifications to the structural, mechanical or electrical elements, systems or components of a Unit.

1.39 "***Related Parties***" means and applies as follows:

1.39.1 Lessees or other Occupants of each Owner's Unit are Related Parties of that Owner, and with respect to each such Owner, tenant or other occupant, Related Parties include: (i) their respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

1.39.2 Related Parties of the Association, DRC and Declarant include their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.40 "***Residence***" means any dwelling unit situated within the Project and may be attached to one other dwelling unit in which each unit has its own front access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common party wall, designed and intended for separate, independent use and occupancy as a Residence, or for overnight or longer residential accommodations. The term "Residence" shall include the exterior elements of a Residence.

1.41 "***Rules and Regulations***" shall mean the current applicable Rules and Regulations as same may be supplemented, amended, modified or repealed as provided in Section 11.3 of this Declaration.

1.42 "***Special Assessment***" shall mean and refer to assessments levied in accordance with Section 12.3 of this Declaration.

1.43 "***Unit***" means a Parcel and any Residence or Improvements constructed or located thereon, including, but not limited, to all exterior elements of the Residence. A Unit shall exclude any Common Area.

1.44 "***Visible Location***" means a location in the Project which is in Public View.

2. Declaration

2.1 **Declaration**. Declarant hereby declares that all of the real property described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which

shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the Project or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. All of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Project and evidences his, her or its agreement that all the restrictions, conditions, covenants, Rules and Regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners.

2.2 Development of Project. Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Project in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements within the Project. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee, provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

2.3 Conflicts with Law. In the event of any conflicts between the provisions of this Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions shall control.

2.4 No Condominium. Declarant and each Owner hereby agree and understand that the Project is not, by execution and recording of this Declaration, being submitted to the provisions of the Condominium Ownership Act (Utah Code Ann. §57-8-1, *et seq.*). This Declaration does not constitute a declaration as provided for in the Condominium Ownership Act and the provisions of the Condominium Ownership Act shall not be applicable to the Project or any portion thereof.

2.5 Development. Unless otherwise determined by Declarant, Declarant in its sole and exclusive discretion, intends to and shall have the right to construct all Residences within the Project. Notwithstanding the foregoing intention to construct all of the Residences, Declarant reserves the right to sell, convey, transfer, assign or otherwise dispose of any Parcel, without first constructing a Residence thereon.

2.6 Readjustment of Parcel Boundaries. Declarant hereby reserves for itself, Declarant Affiliates and Declarant's successors and assigns, the right to effectuate minor realignment and adjustment of the boundary lines between Parcels for purposes of proper configuration and final engineering of the Project; provided that any such realignment and adjustment does not affect any existing Residence or Improvement (other than landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant, Declarant Affiliate and Declarant's successors or assigns, in their sole and reasonable discretion, subject to the other provisions of this Section 2.6. All Owners specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Parcel boundary lines by deed in form and content as requested by the Declarant for the purposes of proper configuration and final engineering of the Parcels in relationship to the development of the Project. Further, all Owners acknowledge and agree that no amendment to this Declaration or the Plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to Utah Code Ann. §57-1-45, as amended.

2.7 Development Plan. Notwithstanding any other provision of this Declaration to the contrary, and subject to the appropriate Municipal Authority, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its plan of development with respect to any Parcels owned by the Declarant in any way which the Declarant desires including, but not limited to, changing all or any portion of the Parcels owned by the Declarant or changing the nature or extent of the uses to which such Parcels may be devoted.

3 Property Rights

3.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time, and any restrictions or limitations contained in any deed conveying the Common Area to the Association;

(b) the right of the Board to limit the number of guests who may use the Common Area, and to adopt other rules regulating the use and enjoyment of the Common Area;

(c) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area to the extent expressly authorized herein; and

(g) the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may delegate his or her right of use and enjoyment to his or her Related Parties, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

4 Membership and Voting Rights

4.1 Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, the vote for such Unit shall be exercised as provided below. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association, subject to the provisions of this Declaration and the Bylaws.

4.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

4.2.1 Class "A". Class "A" Members shall be all Owners, including Declarant, with the exception of the Class "B" Member, if any. Each Class "A" Member shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 4.1 hereof. There shall be only one (1) vote per Unit.

4.2.2 Class "B". The Class "B" Member shall be Declarant. The Class "B" Member has the right to disapprove actions by the Board. Other rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the other Governing Documents, are specified elsewhere in this Declaration and the other Governing Documents. During the Period of Administrative Control, the Declarant as the sole owner of the Class "B" shares shall be the sole entity entitled to vote on all matters and to appoint the members of the Board. Since the Declarant has the sole voting rights during the Period of Administrative Control, the annual meeting during the Period of Administrative Control shall solely include the Declarant and shall not include any Class "A" Members, and the Declarant shall not be obligated to provide any notices of any meetings of the Class "B" Member to any of the Class "A" Members. Upon expiration of the Period of Administrative Control, the Class "B" Membership shall cease, and only Declarant's Class "A" Membership shall remain. Declarant, in Declarant's sole discretion, by a notice filed in the Official Public Records of Utah County, Utah, may elect to terminate the Period of Administrative Control at any time, but shall not be required to do so.

4.2.3 Suspension of Voting Rights. The Board may elect to prohibit an Owner from exercising any voting rights as a Member of the Association during any period in which the Owner is delinquent in the payment of any Assessments.

4.3 Multiple Owners. When more than one Person holds an ownership interest in a Unit (such as husband and wife), all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Unit owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the

decision of the majority of the joint Owners and with their full authority, but the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

4.4 Appurtenant Right. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

5 Maintenance

5.1 Association's Responsibility. The Association shall use a reasonable standard of care in providing for the maintenance, repair, and replacement of the Common Areas, which shall include the following: (i) all landscaping and other flora, including, but not limited to lawns, shrubs, trees, irrigation systems, etc., (ii) all paved surfaces, including, but not limited to, any private streets or drives, sidewalks, and walkways, but excluding driveways to Units, (iii) fences or walls, and (iv) landscaped medians within public rights-of-way throughout the Project (subject to the terms of any license agreements pertaining thereto). The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, such as park strips, if the Board determines that such maintenance is necessary or desirable in its discretion. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment. If any Owner causes damage to the Common Areas either through negligence or intentional act, the Association may assess the cost and expense to repair such damage to the Owner as a Special Assessment.

5.2 Owners' Responsibilities.

5.2.1 General. Each Owner must maintain the interior and exterior of its Unit (including, but not limited to, exterior walls, roofs, rain gutters and downspouts, overhangs, gables and eves, exterior side of outside doors and garage doors, exterior lighting, porches, railings, patios, etc.) in a good, attractive, clean, and sanitary condition subject to Section 5.3 below. To the extent feasible under the circumstances, each Owner will immediately remove any snow or ice on the walkways immediately adjacent to their Unit to minimize the risk of accident or injury. In addition, each Owner will timely remove any snow or ice on their driveway if such driveway only benefits their Unit. Each Owner shall comply with any and all applicable laws and shall not cause or permit any private or public nuisance on its Unit, such as excessive noise, odor, dust, vibration, or any other activity that would reasonably disturb other Owners and Occupants within the Project.

5.2.2 Landscaping. Any landscaping, shrubbery, trees, flowers, etc. to be placed on the Common Area must be reviewed and approved by the DRC. If any Owner installs any landscaping, flowers or vegetation on the Common Area immediately outside of such Owner's Unit and if such landscaping requires special care, such Owner shall provide any additional care needed for such landscaping.

5.2.3 Owners' Insurance; Casualty. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall maintain an HO-6 policy of insurance insuring furnishings, equipment, personal property, and contents within the Owner's Unit (commonly known as "all-in" coverage). In addition, each Owner shall maintain insurance as set forth below in Section 6.

5.2.4 Disturbance of Common Area. An Owner shall not disturb or damage any portion of the Common Area without first obtaining the approval of the DRC or the Board, as the case may be.

5.2.5 Right of Entry and Inspection; Owner's Default. In the event the Board or DRC determines that: (i) an Owner may have or has failed or refused to discharge properly the Owner's maintenance obligations as provided in this Section 5, (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder may have or has been caused through the intentional or negligent act or omission of an Owner, or the Owner's Related Parties, or (iii) a condition exists on a Unit which may increase the possibility of a fire or other hazards, then the Association may conduct inspections of any affected Unit and the residence and all buildings, structures and other improvements thereon (a "***Compliance Inspection***") and/or perform the repair, replacement or maintenance (the "***Required Work***") in accordance with the following:

5.2.5.1 If the Board or DRC determines that a violation of this Section 5 may exist, the Board or DRC and their representative may inspect the Unit and conduct such tests, measurements and other investigative work as may be reasonably required to confirm that a violation does or does not exist. Except in the event of an emergency, the Association must give written notice of the Association's intent to conduct a Compliance Inspection. The notice must state generally the nature of the suspected violations. The notice must also state the name, address and telephone number of a contact with whom to schedule a date and time for the inspection within ten (10) days of the date of the notice (or such longer time as may be stated in the notice), and must state that if a date and time is not so scheduled the Compliance Inspection may be conducted at any time within forty-five (45) days after the date of the notice.

5.2.5.2 Except in the event of an emergency, the Association must give written notice of the Association's intent to provide Required Work. The notice must set forth the Required Work with reasonable particularity. The Owner of the Unit to which the notice of Required Work pertains will have ten (10) days within which to complete the Required Work as set forth in such notice, or, in the event the Required Work is not capable of completion within a ten-day period, to commence the Required Work within ten (10) days and to complete same within a reasonable time not to exceed thirty (30) days unless otherwise specifically approved by the Board or DRC. The affected Owner must give written notice of the completion of Required Work stating in detail the Required Work which has been completed. The Board or DRC may also conduct a Compliance Inspection to confirm completion of all Required Work.

5.2.5.3 A Compliance Inspection notice and a notice as to Required Work must be delivered or mailed to the street address of the affected Unit.

5.2.5.4 If any Owner fails to schedule an inspection pursuant to a Compliance Inspection notice, the Association has the right (but not the obligation), through its designated representatives, to inspect the Unit. If any Owner fails fully to comply with a notice as to Required Work, the Association has the right (but not the obligation), through its designated representatives, to do all things to the exterior of the Unit and the exterior of any other Improvements, and to all other portions of the Parcel to commence and complete the Required Work. In case of emergency the Association has the right (but not the obligation), through its designated representatives, to immediately take all actions reasonably necessary to abate the emergency.

5.2.5.5 The good faith determination by the Board or DRC as to the need for a Compliance Inspection and as to all aspects of Required Work is final and conclusive, and extends to anything or condition as to any Unit, or which adversely affects any other Unit or any Common Area. Neither the Association nor any of its representatives may be held liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this Section.

5.2.5.6 If a violation is confirmed, all reasonable costs and expenses as to conducting a Compliance Inspection and as to all aspects of Required Work which is performed by the Association pursuant to this Section, as determined in the sole opinion of the Board or DRC, shall be paid by the Owner of the Unit, and are secured by the continuing assessment lien established by this Declaration against such Owner's Unit.

5.2.5.7 The provisions hereof are cumulative of the provisions of this Declaration, and otherwise as set forth in this Declaration.

5.2.6 Hazardous Substances.

5.2.6.1 The Owners shall comply with applicable Environmental Laws, and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, on or within a Unit or the Project. The Owners shall not do, nor allow anyone else by, through or under them such as an Occupant, contractor, or servant, anything affecting the Project that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project in compliance with Environmental Laws.

5.2.6.2 Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to

the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section shall survive any subsequent sale by an indemnifying Owner.

5.3 Shared Maintenance and Party Walls.

5.3.1 General Maintenance of Shared Improvements and Party Walls. Each Owner shall maintain and repair the surface and non-structural elements of (i) any Improvements that are shared with an adjoining Unit but included as such Owner's Unit (i.e. roof and exterior finishes of any Residence) and (ii) any party wall that separates any two (2) adjoining Units facing such Owner's Unit.

5.3.2 Shared Repair and Maintenance. The costs to maintain and repair the structural elements of any party wall that separates any two (2) adjoining Units shall be equally shared by the adjoining Unit Owners. The costs to maintain, repair and replace any shared driveway Improvements that benefit more than one Unit shall be equally shared by all Unit Owners whose Unit benefits from such driveway Improvements. The obligations set forth above in the preceding sentence includes the removal of any snow and ice from any shared driveway Improvements in a timely manner. In addition, if any exterior elements of a Unit (including, but not limited to, exterior walls, finishes, roofs, rain gutters and downspouts, overhangs, etc.) require maintenance, repair or replacement of such exterior elements on an adjoining Unit, the two (2) adjoining Unit Owners will work together in good faith and agree on each Owner's proportionate share of the costs and expenses to complete such maintenance, repair or replacement.

In the event an Owner owns two adjacent Units separated by a party wall, the Owner may alter the party wall to create an aperture between the two commonly owned Units, subject to DRC approval and the following conditions: (i) the alteration cannot impair the structural integrity or mechanical systems of the Units; (ii) the alteration cannot reduce the support of any portion of the Common Areas; or (iii) the alteration cannot violate any ordinances or codes of the Municipal Authority; (iv) the Owner shall submit an opinion by a licensed civil engineer as to the foregoing; and (v) the Owner shall pay a fee to the Association to cover the Association's costs and expenses to process and review the application. If the Units are ever sold or become under separate ownership, the aperture shall be removed and the party wall restored consistent with the original construction.

5.3.3 Damage and Destruction. If any Improvements that are shared between adjoining Units or a party wall are destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any adjoining Unit Owner may repair and restore the shared Improvement or party wall. If any adjoining Unit Owner thereafter makes use of the shared Improvement or party wall, such Unit Owner shall contribute its proportionate share toward the cost of repair and restoration. Notwithstanding the above, the Owner who repaired and restored the party wall may require a larger contribution from any Owner under any rule of law regarding liability for negligent or

willful acts or omissions. In the event any damage or destruction is covered by insurance, the party receiving any insurance proceeds hereby waives right of recovery and of subrogation against the other adjoining Unit Owner(s).

5.3.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.3.5 Arbitration. In the event of any dispute arising concerning shared obligations, a party wall, or other rights and obligations set forth in this Section 5.3, each Owner will attempt in good faith to amicably resolve the dispute, including participating in mediation. If the dispute cannot be resolved informally or amicably, each Owner agrees to participate in arbitration to resolve the dispute. Each Owner involved in the dispute shall appoint one (1) arbitrator. Should any Owner refuse to appoint an arbitrator within ten (10) days after written request by the Board, the Board shall appoint an arbitrator for the refusing Owner. The arbitrators will then mutually appoint one (1) or two (2) additional arbitrators so that the total number of arbitrators is an odd number. The decision by a majority of the arbitrators shall be binding upon the Owners and shall be a condition precedent to any right of legal action that either Owner may have against another Owner. The costs of the arbitrators and the arbitration shall be assessed against the non-prevailing Owner(s) in the arbitration.

5.4 Utility Lines. Any utility lines that exclusively serve a Unit shall be maintained and repaired by the Owner of the Unit served by such utility lines. Any utility lines that service more than one Unit shall be maintained and repaired by the Association, and the cost of such maintenance and repair shall be allocated either among all the Units as part of the Base Assessments or to the Owners of the Units that are served by such utility lines in an equitable manner as decided by the Association in its sole discretion as part of a Special Assessment. Notwithstanding the above, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.5 Security. The Association may, but shall not be obligated to, maintain or support, certain activities within the Project designed to make the Project safer than it otherwise might be. NEITHER THE ASSOCIATION AND THE BOARD, THE DECLARANT, THE DRC (COLLECTIVELY, THE "***PROJECT GOVERNING BODIES***") SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT OR THE PROJECT, AND THE PROJECT GOVERNING BODIES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, OCCUPANTS, LESSEES, GUESTS AND INVITEES OF ANY OWNER OR OCCUPANT, AS APPLICABLE, ACKNOWLEDGE THAT THE PROJECT GOVERNING BODIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN GUIDELINES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT,

HOLD-UP, OR OTHERWISE NOR THAT FIRE PROTECTION OR BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, OCCUPANT, TENANT, GUEST OR INVITEE OF AN OWNER OR OCCUPANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE PROJECT GOVERNING BODIES ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, LESSEE, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PARCELS AND ANY TOWN HOMES, TO PERSONS, TO UNITS, TO IMPROVEMENTS AND TO THE CONTENTS OF UNITS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE PROJECT GOVERNING BODIES HAVE NOT MADE REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, LESSEE, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, LESSEE, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROJECT.

5.6 Bulk Service Agreements.

5.6.1 Contracting. The Board, acting on behalf of the Association, shall have the right, power and authority to enter into one or more Bulk Service Agreements with one or more Bulk Providers, for such term(s), at such rate(s) and on such other terms and condition as the Board deems appropriate, all with the primary goals of providing to Owners and Occupants of Units both within the Project, or within one or more portions thereof, cable television, community satellite television, high speed Internet, security monitoring or other electronic entertainment, information, communication or security services, or any concierge or other personal services: (a) which might not otherwise be generally available to such Owners and Occupants; (b) at rates or charges lower than might otherwise generally be charged to Owners and Occupants for the same or similar services; (c) otherwise on terms and conditions which the Board believes to be in the interests of Owners and Occupants generally; or (d) any combination of the foregoing.

5.6.2 Assessments. If all Units within the Project are to be served by a particular Bulk Service Agreement, the Board shall have the option either to: (a) include the Association's costs under such Bulk Service Agreement in the budget for each applicable fiscal year and thereby include such costs in the Base Assessments for each such applicable year; or (b) separately bill to each Owner his, her or its proportionate share of the Association's costs under such Bulk Service Agreement, as reasonably determined by the Board, and with such frequency as may be determined by the Board, but no more often than monthly. Such "separate billing" may be made as one or more separate line items on billings or invoices from the Association to the affected Owner(s) for Assessments or other charges. If not all Units within the Project will be served by a particular Bulk Service Agreement the Board shall have only the billing option described in clause (b) above.

5.6.3 No Avoidance of Payment. No Owner of a Unit covered by a Bulk Service

Agreement shall be entitled to avoid or withhold payment of amounts charged by the Board to such Owner or such Owner's Unit under this Section 5.6 whether on the basis that such Owner does not use, accept or otherwise benefit from the services provided under such Bulk Service Agreement, or otherwise. Notwithstanding the above, the Board shall have the right, at its option, to exempt a Unit from payment of an assessment related to the Bulk Service Agreement if such Unit is not serviced by such Bulk Provider.

5.6.4 Approval of Bulk Service Agreement. The Board shall not without the approval of at least fifty-one percent (51%) of the Members then entitled to vote, represented in person or by proxy at an annual or special meeting of the Association, enter into a Bulk Service Agreement which imposes on the Association or the Members any obligation to pay the direct costs of construction of any cable, lines or other facilities or equipment for any cable television, community satellite television, high speed internet, security monitoring or electronic entertainment, information, communication or security services. Notwithstanding the above, nothing in this Section shall prevent the Board from entering into, or require approval by the Members of any Bulk Service Agreement which imposes on the Association or the Owners installation, connection, service charge or similar charges or fees which do not exceed those generally prevailing at the time within the greater Utah County, Utah area, or which includes as a component of the monthly fee charged by the Bulk Provider amortization of some or all of its capital costs and related costs in providing services under the Bulk Service Agreement.

6 Insurance

6.1 Association's Insurance. Commencing no later than the time of the first conveyance of a Unit to an Owner other than Declarant or a Declarant Affiliate, the Association shall obtain and thereafter maintain, to the extent reasonably available, the following insurance coverage:

6.1.1 Commercial Property Insurance. The Association shall maintain, to the extent readily available, blanket property insurance or guaranteed replacement cost insurance on the Common Area within the Project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance maintained by the Association may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies. Each Owner will be an insured person under the Association's property insurance policy. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, the Association's policy shall provide primary insurance coverage and the Owner is responsible for the Association's policy deductible, and the building property coverage, often referred to as coverage "A" of the Owner's separate property insurance policy, will apply and cover that portion of the loss that is subject to the deductible under the Association's property insurance policy.

The insurer under a property insurance policy issued to an Association shall adjust with the Association a loss covered under the Association's policy. Notwithstanding the above,

the insurance proceeds for a loss under an Association's property insurance policy: (i) are payable to an insurance trustee that the Association designates or, if no trustee is designated, to the Association; and (ii) may not be payable to a holder of a security interest.

An insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. If damaged property is to be repaired or restored, insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After the disbursements are made and the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the Association, Owners and lien holders as provided in this Declaration.

The Board that acquires from an insurer the property insurance required in this Section is not liable to Owners if the insurance proceeds are not sufficient to cover 100% of the full replacement cost of the insured property at the time of loss.

6.1.2 Commercial General Liability Insurance. The Association shall maintain liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area providing coverage on an occurrence basis with limits reasonably determined by the Board, but not less than $1,000,000 "Combined Single Limit." Each Owner will be an insured person under the Association's liability insurance policy but only for liability arising from the Owner's ownership interest in the Common Area, and maintenance, repair or replacement of Common Areas.

6.1.3 Workers' Compensation Insurance. Workers' compensation insurance to the extent necessary to meet the requirements of applicable law.

6.1.4 Fidelity Insurance/Bonds. The Board shall obtain fidelity bond/fidelity insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees, agents, employees or other individuals responsible for handling funds belonging to or administered by the Association. If funds of the Association are handled by a management agent, fidelity insurance coverage, the Association shall require the management agent to maintain fidelity bond/fidelity insurance coverage for its officers, employees or agents thereof handling or responsible for funds of, or administered on behalf of, the Association. The fidelity insurance must name the Association as the named insured and shall be written to provide protection in an amount not less than the lesser of (a) estimated maximum of funds, including reserve funds, in the custody of the Association or management agent at any given time during the term of such bond or period of coverage of such insurance, (b) a sum equal to three months' aggregate Base Assessments plus reserves, or (c) the estimated maximum amounts of funds, including reserves, in the custody of the Association (or its management agent) at any one time. In connection with this coverage, an appropriate endorsement to the policy to cover any individual who serves without compensation shall be added if the policy would not otherwise cover volunteers. Any such coverage must also name the Association as an obligee.

6.1.5 D&O Insurance. A policy of "directors and officers" liability insurance, including errors and omissions coverage for the Board.

6.1.6 Other Insurance. Such other insurance or policies with greater coverage than provided herein as the Board shall determine from time to time to be appropriate to protect the Association or the Owners.

6.1.7 Readily Available. If the Association becomes aware that property insurance under Section 6.1.1 or liability insurance under Section 6.1.2 is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available. The term, "***reasonably available***" means available using typical insurance carriers and markets, irrespective of the ability of the Association to pay.

6.2 Authorized Companies. All policies shall be written with a company authorized to do business in Utah which holds a Best's rating of B+ or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

6.3 Authority to Adjust Losses. Exclusive authority to adjust losses under policies obtained by the Association on the Project shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

6.4 Insurance Requirements. The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

6.4.1 Owner's Insurance. A property insurance or liability insurance policy issued to the Association may not prevent an Owner from obtaining insurance for the Owner's own benefit.

6.4.2 Waiver of Subrogation. An insurer under a property insurance policy or liability insurance policy obtained by the Association shall waive its right to subrogation under the policy against any Owner or any person residing with an Owner.

6.4.3 Severability of Interest. The insurance maintained by the Association shall contain a "severability of interest" clause or endorsement, which precludes the insurer from denying the claim of the Association, Declarant, Owner, or Occupant because of the negligence or other acts of another insured party or canceling, invalidating, suspending, or refusing to renew a policy on account of any one or more individual Owners.

6.4.4 Curable Violation. The insurance maintained by the Association shall contain a statement or endorsement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a

reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee.

6.4.5 Insured Party. The Association shall be the named insured under the insurance maintained by the Association. The Board may elect to include other parties as either named or additional insureds under its commercial general liability insurance policy.

6.4.6 Mortgagee Notification. For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify any Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

6.4.7 Other Insurance. The insurance maintained by the Association shall contain a statement or endorsement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

6.4.8 Notification. The insurance maintained by the Association shall contain a statement or endorsement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

6.4.9 Owner's Actions. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association, an Owner's act or omission may not void a property insurance policy or a liability insurance policy maintained by the Association or be a condition to recovery under a policy.

6.4.10 Compliance with Act. An insurance policy issued to the Association may not be inconsistent with any provision of the Act. In the event this Declaration or any Government Document is contrary to a provision of the Act, such provision shall be revised and interpreted to be consistent with the provisions of the Act.

6.5 Insurance Costs. The cost to obtain and maintain the insurance carried by the Association, including reasonable deductibles, shall be included as part of the Base Assessments.

6.6 Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, the Association's policy provides primary insurance coverage. The deductible on a claim made against the Association's property insurance policy shall be paid by the Owner who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event multiple Units are damaged then the deductible will be the sole responsibility of the Owner of the unit where the loss originated. To the extent required by applicable law, the Owner's property insurance policy, if any, applies to that portion of the loss attributable to the Association's policy deductible. If the loss, damage, or claim results from a peril affecting the exterior of the building the deductible will be paid equally by all Owners affected by the loss. The Association's deductible shall not exceed $5,000 unless thirty (30) day written notice is mailed to all Owners. Notwithstanding the foregoing, in the event coverage of any deductible by an Owner's property insurance is not required by applicable law, the coverage of any deductible by an Owner's

property insurance shall comply with the current and applicable HUD and FHA guidelines.

6.7 Earthquake & Flood Insurance. The Association shall have the right, but not the obligation to maintain earthquake and flood insurance. The Association shall obtain earthquake and flood insurance if approved through an affirmative vote of at least sixty-seven percent (67%) of the Members of the Association in a meeting of the Association.

6.8 Indemnification. To the extent not prohibited or inconsistent with any applicable Laws, each Owner, by acceptance of a deed to a Unit, agrees to release, indemnify, hold harmless and defend each and every other Owner and Occupant within the Project and the Association against any claim for bodily injury or property damage occurring within the Unit of the indemnifying Owner, including Limited Common Area, if any, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's or an indemnified Owner's insurance; or (b) the injury or damage occurred by reason of the intentional act of the Association.

6.9 Commercial Property Insurance by Adjoining Unit Owners. The two (2) Owners of all adjoining Units shall equally maintain, to the extent readily available, blanket property insurance or guaranteed replacement cost insurance on the physical structure of such attached Residences and Limited Common Area appurtenant to such Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance maintained by such Owners of adjoining Units may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to an attached dwelling or to a Limited Common Area appurtenant to a Unit, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to an attached dwelling or to a Limited Common Area. Each Owner will be an insured person under such property insurance policy.

7 Damage and Restoration

7.1 Adjustment of Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Project or Common Area covered by insurance where the Association is the insured party or a loss payee, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portions of the Project or Common Area within the Project. The terms "repair" or "reconstruction," as used in this paragraph, means repairing or restoring the Project or Common Area to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

7.2 Repair. If a portion of the Project or Common Area for which insurance is required to be maintained by the Association in this Declaration or the Act is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (a) the Project is terminated; (b) the repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (c) at least sixty-seven percent (67%) of the allocated voting interests of the Members in the Association vote not to rebuild. If a portion of a Project or Common Area is not repaired or replaced because the Project is terminated, the termination provisions of applicable law and the Governing Documents apply. The cost of repair or replacement of any Unit in excess of insurance proceeds and reserves is a Common Expense to the extent the Association is required to provide insurance for the Unit. The cost of repair or replacement of any Common Area in excess of insurance proceeds and reserves is a Common Expense. If the entire Project is damaged or destroyed and not repaired or replaced, the Association shall use the insurance proceeds attributable to the damaged portions of the Project or Common Area to restore the damaged area to a condition compatible with the remainder of the Project. Unless otherwise provided in the Act, no Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Project shall be repaired or reconstructed.

7.3 No Repair. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Project shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the terms and conditions of this Declaration.

7.4 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying costs of repair or reconstruction, shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the alternative, the Association shall distribute the remainder of the proceeds to all the Owners or Mortgagees in proportion to the allocation of Base Assessments to the Units and Owners. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

7.5 Insufficient Proceeds. If the damage or destruction to the Project or Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owners of Units. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

8 No Partition. There shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Project or any part thereof seek any judicial partition unless the Project has been removed from the provisions of this Declaration. This Section 8 shall not be construed to prohibit the Board from acquiring and disposing of

tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration, nor shall it be construed to preclude Declarant from withdrawing any portion of the Project in accordance with Section 10 below.

9 Condemnation. Whenever all or any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation), each Owner shall be entitled to notice thereof. A decision by the Board to convey a part of the Common Area under threat of condemnation shall be binding on the Association so long as it is made in good faith. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows. If there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

10 Annexation or Withdrawal of Property

10.1 Common Area. At any time and from time to time during the Period of Administrative Control, Declarant may convey to the Association fee simple or easement interests in real property, improved or unimproved. Upon such conveyance to the Association, such real property interest shall be accepted by the Association as Common Area and thereafter shall be maintained by the Association at its expense.

10.2 Withdrawal of Property. During the Period of Administrative Control, Declarant shall have the right at any time to remove or withdraw lands then owned by Declarant (or other Persons with Declarant's consent) from the Project, so long as such withdrawal is not prohibited by any Municipal Authority. Upon any such withdrawal this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the lands withdrawn. In order to withdraw lands from the Project hereunder, Declarant shall be required only to record in the Official Public Records of Utah County, Utah, a notice of withdrawal of land which contains: (i) a reference to this Declaration (including the document number under which this Declaration is recorded in the Official Public Records of Utah County, Utah); (ii) a statement that the provisions of this Declaration shall no longer apply to the withdrawn land; (iii) if Declarant is not the owner of the land so withdrawn, the signatures of both such owner and Declarant; and (iv) a legal description of the withdrawn land.

11 Rights and Obligations of the Association

11.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all Improvements thereon, and shall keep them in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Project-Wide Standards.

11.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real

or personal property, leasehold, or other property interests within or benefiting the Project conveyed to it by Declarant.

11.3 Rules and Regulations. The Board is hereby specifically authorized to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce such reasonable Rules and Regulations applicable to the operation and use of the Common Area within the Project. The Board shall have the right from time to time through the exercise of its business judgment on behalf of the Association to promulgate reasonable rules and regulations that it deems beneficial to the Project, including, but not limited to: (i) traffic and parking regulations and other traffic control procedures; (ii) procedures and reasonable restrictions and limitations on the right to use any Common Area; and (iii) all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of any Governing Documents. Rules and Regulations are of equal dignity with and may be enforceable in the same manner as the provisions of this Declaration; provided:

(a) Rules and Regulations may not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity ceases after enactment of the Rules and Regulations covering same, then the Rules and Regulations will apply to the activity thereafter).

(b) Rules and Regulations may not be incompatible with the provisions of this Declaration.

(c) Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Association, the Board shall (i) at least fifteen (15) days before the Board will meet to consider a change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a changes to the Rules and Regulations, (ii) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the board meeting before the board takes action on the Rules and Regulations, and (iii) deliver a copy of the changes in the Rules and Regulations approved by the Board to the Owners within fifteen (15) days after the date of the Board meeting.

(d) Notwithstanding the requirement in (c) above, the Board may adopt Rules and Regulations without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, the Limited Common Area, a Unit, an Owner, or an Occupant or Resident. The Board shall provide a copy of the changes in the Rules and Regulations as provided in (c) above.

(e) A Board action pursuant to this Section 11.3 is disapproved if within sixty (60) days after the date of the board meeting where the action was taken: (i) (1) there is a vote of disapproval by at least fifty-one percent (51%) of all the allocated voting interests of the Owners in the Association; and (2) the vote is taken at a special meeting called for that purpose by the Owners; or (ii) the Declarant delivers to the Board a writing of disapproval during the Period of Administrative Control if Declarant still has the right to add real estate to the Project pursuant to the terms of this Declaration.

(f) The Board has no obligation to call a meeting of the Owners to consider

disapproval of any action to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce any Rules and Regulations, unless Owners submit a petition, in the manner prescribed in this Declaration for a special meeting, for the meeting to be held. Upon the Board receiving a petition as provided in the preceding sentence, the effect of the Board's action is: (i) stayed until after the meeting is held; and (ii) subject to the outcome of the meeting.

(g) During the Period of Administrative Control, the Declarant may exempt the Declarant from the Rules and Regulations and the rulemaking procedure under this Section.

(h) The Rules and Regulations shall treat similarly situated Owners similarly.

(i) Rules and Regulations may not interfere with an activity of an Owner within the confines of a Unit to the extent that the activity is in compliance with local laws and ordinances; provided that Rules and Regulations may prohibit an activity within a Unit if the activity is not normally associated with a residential use or permitted by this Declaration or (i) creates monetary costs for the Association or other Owners, (ii) creates a danger to the health or safety of occupants of other lots, (iii) generates excessive noise or traffic, (iv) creates unsightly conditions visible from outside the Unit, (v) creates an unreasonable source of annoyance to persons outside the Unit, or (vi) if there are attached Units, creates the potential for smoke to enter another Owner's Unit, the Common Area, or Limited Common Area.

(j) Rules and Regulations may not, to the detriment of an Owner and over an Owner's written objection to the Board, alter the allocation of financial burdens among the various Units; provided that the Association may: (i) change the Common Area available to an Owner, (ii) adopt generally applicable Rules and Regulations for the use of Common Area; or (iii) deny use privileges to an Owner who is delinquent in paying assessments, abuses the Common Area, or violates the Governing Documents. Notwithstanding the foregoing, Rules and Regulations cannot alter the method of levying assessments; or increase the amount of assessments as provided in this Declaration.

(k) Rules and Regulations may not prohibit the transfer of a Unit or require the consent of the Association or Board to transfer a lot; provided that Rules and Regulations may require a minimum lease term of any rental of a Unit consistent with the terms and conditions of this Declaration.

(l) Rules and Regulations may not require an Owner to dispose of personal property that was in or on a Unit before the adoption of Rules and Regulations if the personal property was in compliance with all Rules and Regulations and the terms and conditions of the Governing Documents previously in force; provided that such exception only applies during the period of the Owner's ownership of the Unit and does not apply to a subsequent Owner who takes title to the Unit after adoption of such Rules and Regulation.

(m) Rules and Regulations or action by the Association or Board may not unreasonably impede a Declarant's ability to satisfy existing development financing for community improvements and right to develop the Project or other properties in the vicinity of the Project.

(n) Rules and Regulations or action by the Association or Board may not

interfere with the use or operation of an amenity that the Association does not own or control the exercise of a right associated with an easement.

(o) Rules and Regulations may not divest an Owner of the right to proceed in accordance with a completed application for design review, or to proceed in accordance with another approval process, under the terms of the Governing Documents in existence at the time the completed application was submitted by the Owner for review.

(p) The Association may through Rules and Regulations: (i) regulate the use, maintenance, repair, replacement, and modification of the Common Area; (ii) impose and receive any payment, fee, or charge for the use, rental, or operation of the Common Area, except Limited Common Area; and a service provided to an Owner; (iii) impose a charge for a late payment of an Assessment; or (iv) provide for the indemnification of its officers and board consistent with applicable laws.

(q) If permitted by applicable law, the Board may modify the conditions and stipulations set forth in subsections (c) through (p) above.

11.4 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the other Governing Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege so given to it or reasonably necessary to effectuate any such right or privilege.

11.5 Governmental Interests. During the Period of Administrative Control, Declarant shall have the right to designate sites within the Project, which may include Common Area owned by the Association, for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

11.6 Enforcement.

11.6.1 General. Declarant, the Association, and their successors and assigns, and any Owner, have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in all other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Declaration, to an injunction either prohibitive or mandatory.

11.6.2 Right to Inspect and Cure Defaults. The provisions of Section 5.2.5 apply to any breach of this Declaration and any other applicable Governing Documents. In addition and without prior notice, the Association may photograph any violation or suspected violation at any time and otherwise obtain evidence to confirm the existence or non-existence of any suspected violation in any reasonable manner without liability in trespass or otherwise.

11.6.3 No Estoppel, Waiver or Liability. Failure of Declarant, the Association or any Owner to enforce any of the provisions of this Declaration or any other Governing Documents will in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent

thereto). No liability may attach to Declarant, the Association, or their respective Related Parties or committee members, for failure to enforce any provisions of this Declaration or any other Governing Documents.

11.6.4 Cumulative Rights and Remedies. Each right and remedy set forth in this Declaration and each other Governing Document is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided or as provided by law, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions of Section 5.2 and Section 5.3 of this Declaration as set forth above and in the Bylaws.

11.6.5 Liability for Conduct of Related Parties. Each Owner, Lessee and Occupant must ensure that their respective Related Parties strictly comply with all applicable provisions of this Declaration and all other Governing Documents. Each Owner, Lessee, and Occupant is liable for all consequences of any such violation by such party's Related Parties, and each Owner, Lessee and Occupant are jointly and severally liable for all consequences of any such violation by the Lessee's and Occupant's Related Parties. To the same extent as aforesaid each Owner, Lessee and Occupant must indemnify and hold harmless Declarant, the Association and their respective Related Parties from any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, resulting, directly or indirectly, from any such violation.

11.6.6 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner, Lessee and/or Occupant found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Declaration or any other Governing Documents is jointly and severally liable for payment to the Association for, and to indemnify and to hold and save harmless the Association and its Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Association all sums of money which the Association or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are secured by the continuing assessment lien established by this Declaration. All such sums are due and payable upon demand by the Association or its representative without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's or their tenant's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Association's payment or liability to pay the claim with sufficient detail to identify the basis for the payment or liability to pay.

11.6.7 Notice and Opportunity to be Heard. Substantial compliance with the procedures set forth in the Bylaws is sufficient whenever this Declaration or other Governing Documents require notice and opportunity to be heard regarding any alleged violation of the Governing Documents. The right of appeal to the Board as provided in the Bylaws includes appeal from the decisions of any Association committee except the DRC.

11.6.8 Filing of Notices of Non-Compliance. At any time the Board determines in good faith there probably exists any noncompliance with any provisions of this Declaration or any other Governing Documents, the Board may at its option direct that a notice of noncompliance be filed in the Official Public Records of Utah County, Utah covering the affected Unit or Units and the Owner(s) thereof at the sole cost and expense of such Owner(s). All such costs and expenses are due and payable upon demand, and are secured by the Association's continuing assessment lien.

12 Assessments

12.1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board, to be commenced at the time and in the manner set forth in Section 12.5. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 12.3. Each Owner, by acceptance of a deed is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at the greater of fifteen percent (15%) per annum, as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Base Assessment shall be due and payable on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board shall require any unpaid installments of the annual assessment and/or any other assessments to be paid in full immediately, unless exceptional circumstances exist (as determined by the Board in its sole discretion).

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of any assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or

Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

12.2 Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 12.4.

The Base Assessments shall be equally allocated to all Units within the Project. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments determined pursuant to the above formula by taking into account:

(a) other sources of funds available to the Association; and

(b) assessments to be levied upon additional Units reasonably anticipated to become subject to assessment during the fiscal year.

During the Period of Administrative Control, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessments for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 12.1 above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made available to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be presented to the Owners at a meeting of the Association. The budget and the amount of the Base Assessment shall become effective unless disapproved by at least fifty-one percent (51%) of all of the allocated voting interests of the Owners in the Association. The budget may also be disapproved if within forty-five (45) days after the date of the meeting where the budget is presented, there is a vote of disapproval by at least fifty-one percent (51%) of all of the allocated voting interests of the Owners in the Association, and the vote is taken at a special meeting called for that purpose by Owners under the this Declaration or the Governing Documents. If the budget is disapproved, the budget that the Board last adopted that was not disapproved by the Owners continues as the budget until and unless the Board presents another budget to the Owners and that budget is not disapproved. During the Period of Administrative Control, Owners may not disapprove of a budget.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved

or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

12.3 Special Assessments.

12.3.1 Entire Membership. The Association may levy Special Assessments against all the Members as follows:

(a) for purposes of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Association in connection with, or the cost of, any construction or replacement of, a specific capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided, however, that without the vote of a majority of a quorum (as specified in the Bylaws) of the Class A Members, and, if during the Period of Administrative Control, the written consent of Declarant, the Association shall not impose a Special Assessment for the purposes described in this Section 12.3.1 in an amount that in any one year exceeds ten percent (10%) of the estimated annual Common Expenses for that year; and

(b) for purposes of providing any necessary funds for restoration and repair of damaged or destroyed Common Area in accordance with the provisions hereof, unless the Owners elect not to repair same pursuant to Section 7.3 of this Declaration.

Special Assessments levied against all the Members shall be equally allocated to the Units unless the Board determines that another method is more equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

12.3.2 Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of this Declaration and the other Governing Documents, which Special Assessment may be levied upon the vote of the Board after compliance with Section 11.6.8.

Special Assessments as aforesaid shall also include, without limitation of the foregoing:

(a) reasonable charges for:

i. providing a statement of assessments or indebtedness, including resale certificates;

ii. transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association, including, but not limited to a fee for providing Association payoff information needed in connection with the financing, refinancing, or losing of an Owner's Parcel, which amount shall not exceed the maximum amount allowed by applicable law; and

iii. plan fees and other fees associated with reviewing, processing and

approving applications for architectural approval, which fee may not exceed the actual cost of reviewing, processing and approving such applications;

(b) admission or usage fees applicable to any Common Area as from time to time established by applicable Rules and Regulations;

(c) fines as from time to time established by applicable Rules and Regulations for any violation of this Declaration or other Governing Documents; and

(d) all other monetary obligations established by or pursuant to this Declaration or other Governing Documents which are intended to apply to one or several Units but not to all Units, including all Compliance Assessments.

12.3.3 Payment; Waiver. Special Assessments as authorized by Section 12.3 are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association (or managing agent as applicable) to impose or collect any Special Assessment is not grounds for any action against the Association, any managing agent, or their respective directors, officers, agents or employees, and does not constitute a waiver of the right to exercise authority to collect any Special Assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any Special Assessment authorized by Section 12.3, provided, any such waiver must be conditioned upon payment in full of all remaining monetary obligations or receipt of written commitment that same will be paid within a specified period of time.

12.4 Reserve Budget and Capital Contribution. The Board shall prepare a reserve fund analysis and a reserve analysis as required by the Act to determine (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Area to the extent required by the Act (currently Common Area improvements that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years), but excluding any cost that can reasonably be funded from the Association's general budget or from other Association funds, and (b) the appropriate amount of any reserve fund. The Association shall review and, if necessary, update the reserve analysis as required by the Act. Based upon the reserve analysis, the Board shall establish a reserve budget. The Board will provide a copy of the reserve analysis and any update thereto to any Member requesting the same. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Section 12.2. The reserve funds shall not be used for daily maintenance expenses, unless a majority of Owners vote to approve the use of the reserve funds for that purpose, or for any purpose other than the purpose for which the reserve fund was established. The reserve fund shall be maintained separate from other Association funds. The Board will prepare and submit the reserve fund analysis and reserve analysis as required by the Act. The reserve fund may be invested in a prudent manner, subject to any investment constraints imposed by the governing documents. The above requirements do not apply to an Association during the Period of Administrative Control.

12.5 Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence as to each Unit on the first day of the month following the annexation of the Unit into the Project. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual Base Assessment levied on a Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

12.6 Written Statement of Unpaid Assessment. The manager or Board will issue a written statement indicating any unpaid assessment with respect to a Unit covered by the request upon: (a) the written request of any Owner and payment of a reasonable fee not to exceed the maximum amount permitted by applicable law.

12.7 Fines. The Board may assess a fine against any Owner for a violation of the Governing Documents, subject to the following: (a) before assessing a fine, the Board will (i) notify the Owner of the violation as provided herein, and (ii) inform the Owner that a fine will be imposed if the violation is not remedied. Any unpaid fines shall be treated as Special Assessments and subject to any applicable interest and late fees commencing as of the later of (1) the date of the assessment, or (2) if the Owner requests a hearing, the date of the final decision following the hearing. If an Owner disputes the assessment of a fine, the Owner may request an informal hearing to protest or dispute the fine within fourteen (14) days from the date of the notice of the fine. For any of the fines imposed against the offending Owner, the offending Owner shall be barred from challenging the validity of the fine if the Owner does not deliver a written hearing request to the Board within fourteen (14) days of the notice of the fine. At any such informal hearing, the Board shall make a reasonable determination, based on the information provided by the Owner and any other information available to the Board, whether to rescind, reduce, or waive the fine. Without limiting the application of fines to violations of the Governing Documents, Fines may be issued for violation of the following covenants:

(a) No animals, livestock, or poultry of any kind shall be permitted on Common Areas or within any Unit except such domesticated household pets or birds as are allowed pursuant to the Rules and Regulations.

(b) No parking of vehicles of any kind, including recreational vehicles and boats shall be permitted on the streets within the Project. Recreational vehicles and boats may not be stored within the Project. Parking in designated guest parking within the Project shall be subject to the Rules and Regulations. The provisions of this Section shall be non-amendable.

(c) No outside television or radio aerial or antenna, or other similar device for reception or transmission, shall be permitted on any Common Area or the exterior of any Unit except pursuant to written approval of the Board which approval shall be site specific and non-precedent setting.

(d) No Unit within the Project shall contain any window mount evaporative coolers or air conditions.

(e) Resident's business vehicles in excess of 3/4 ton trucks shall not be parked in

front of Units overnight, nor shall any vehicle be repaired, disassembled, or reassembled on any Common Area, garage apron, public street, or designated guest parking in the Project.

(f) Unit garages are to be used for the parking of automobiles and not for general storage, boats, recreational vehicles or miscellaneous items. The garages must actually accommodate the number of cars the garage is designed to accommodate (i.e., two cars in a two-car garage). Garages shall be used for overnight vehicle parking.

(g) Except for trash collection days, trash receptacles are not to be left outside within view of the community streets. Empty trash receptacles must be returned to garages the day of collection.

(h) Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings, white or off white in color (as seen from the exterior).

(i) Unit patios and balconies shall not be used as general storage areas, for the hanging and drying of laundry, nor for decorative items visible from adjoining Units or public streets.

To the extent not prohibited by law, the Board shall have the right to revise and modify the list of covenants for which fines may be issued from time to time.

For violation of any of the above covenants, the Board (or, at the request of the Board, the management company of the Association) may provide written notice to an Owner identifying the violation and requesting corrective action or compliance within thirty (30) days of the notice (the "***Warning Notice***"). The following fines shall be imposed if the violation is not corrected:

(1) First Fine. A fine of $50.00 (the "***First Fine***") shall be imposed against the offending Owner if the violation is not corrected within the initial thirty-day period following the Warning Notice. A written notice to the offending owner shall be provided at this time, notifying the offending owner of the First Fine and explaining that an additional fine of $100.00 will be imposed if the violation is not corrected within the next thirty-day period;

(2) Second Fine. An additional fine of $100.00 (the "***Second Fine***") shall be imposed against the offending Owner if the violation is not corrected within the second thirty-day period following the Warning Notice. A written notice to the offending owner shall be provided at this time, notifying the offending Owner of the Second Fine and explaining that an additional fine of $200.00 will be imposed if the violation is not corrected within the next thirty-day period.

(3) Third Fine. An additional fine of $200.00 (the "***Third Fine***") shall be imposed against the offending Owner if the violation is not corrected within the third thirty-day period following the Warning Notice. A written notice to the offending Owner shall be provided at this time, notifying the offending Owner of the Third Fine and explaining that additional fines of $200.00 will be imposed for each additional thirty-day period if the violation is not corrected within the next 30-day period.

(4) Additional Fines. Additional Fines of $200.00 each (the "***Additional Fines***") shall be imposed against the offending Owner for each additional thirty-day period in which the violation remains uncorrected. A written notice to the offending Owner shall be sent to the Owner of each Additional Fine, continuing until the violation is fully corrected.

12.8 Lien for Assessments. The Association has a lien on a Unit for Assessments and, except as otherwise provided in this Declaration, for fines, fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees, late charges, interest, and any other amount that the Association is entitled to recover under this Declaration, at law, or an administrative or judicial decision, and a fine that the Association imposes against the Owner. The obligation to pay assessments hereunder is part of the purchase price of each Unit when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Association to secure the payment of such assessments. The recording of this Declaration constitutes record notice and perfection of the above-described lien. If an Assessment is payable in installments, the lien will be for the full amount of the Assessment from the time the first installment is due, unless the Association otherwise provides in a notice of Assessment. An unpaid Assessment or fine accrues interest at the rate provided in this Declaration. The lien provided in this Section 12.8 has priority over each other lien and encumbrance on a Unit except: (a) a lien or encumbrance recorded before the Declaration is recorded; (b) a first or second security interest on the Unit secured by a Mortgage that is recorded before a recorded notice of lien by or on behalf of the Association; or (c) a lien for real estate taxes or other governmental assessments or charges against the Unit. To evidence any lien hereunder, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the Assessments and other amounts due and owing, the name of the Owner of the Unit subject to such Assessments and amounts and a description of such Unit, which shall be signed by an officer of the Association and may be recorded in the Official Public Records of Utah County, Utah.

12.9 Enforcement of a Lien. To enforce the lien, the Association may cause a Unit to be sold through non-judicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Ann. §§57-1-24, 57-1-25, 57-1-26, and 57-1-27 (as amended from time to time) and the Act, or foreclose the lien through a judicial foreclosure in the manner provided by law for the foreclosure of a mortgage and the Act. For purposes of a non-judicial or judicial foreclosure, the Association is considered to be the beneficiary under a trust deed; and the Owner is considered to be the trustor under a trust deed. An Owner's acceptance of the owner's interest in a Unit constitutes a simultaneous conveyance of the lot in trust, with power of sale, to the trustee designated below for the purpose of securing payment of all amounts due under this Declaration. A power of sale and other powers of a trustee under this part and under Utah Code Ann. §57-1-19 through 57-1-34 (as amended from time to time) may not be exercised unless the Association appoints a qualified trustee. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Official Public Records of Utah County, Utah pursuant to Utah Code Ann. §57-1-22 (as amended from time to time). A person may not be a trustee under unless the person qualifies as a trustee under Utah Code Ann. §57-1-21(1)(a)(i) or (iv) (as amended from time to time). A trustee is subject to all duties imposed on a trustee under Utah Code Ann. §§57-1-19 through 57-1-34

(as amended from time to time). Notwithstanding the foregoing, the Association may bring an action against an Owner to recover an amount for which a lien is created under Utah Code Ann. § 57-8a-301 (as amended from time to time) or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the Owner's Unit.

Declarant hereby appoints Tyler L. Buswell, Esq., a member of the Utah State Bar, as trustee (and to any substitute or successor trustee as hereinafter provided for). The Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§57-1-20 and 57-8a-402 (as amended from time to time) to Tyler L. Buswell, Esq., a member of the Utah State Bar, as trustee (and to any substitute or successor trustee as hereinafter provided for) with power of sale, the Parcel, Unit, and all improvements to the Parcel for the purpose of securing payment of assessments under the terms of this Declaration to the Association, which shall be the beneficiary under such conveyance. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed by a request by the President of the Association) to enforce this trust and to sell such Unit, and all rights appurtenant thereto.

At least thirty (30) calendar days before initiating a non-judicial foreclosure, the Association shall provide notice ("***Notice of Sale***") to the Owner of the Unit that is the intended subject of the non-judicial foreclosure. The Notice of Sale shall: (a) notify the Owner that the Association intends to pursue non-judicial foreclosure with respect to the Owner's Unit to enforce the Association's lien for an unpaid assessment; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of non-judicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested; and (iv) be in substantially the following form:

> NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE
>
> The Sunset Village Homeowners Association, Inc., the association for the project in which your Unit is located, intends to foreclose upon your Unit using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your Unit and to collect the amount of an unpaid assessment against your Unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my lot," or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is [insert the association's address for receipt of a demand]."

The Notice of Sale may be included with other Association correspondence to the Owner. The Association may not use a non-judicial foreclosure to enforce a lien if the lot owner mails the Association a written demand for judicial foreclosure by U.S. mail, certified with a return receipt requested, to the address stated in the Notice of Sale sent to the Owner; and within fifteen (15) days after the date of the postmark on the envelope of the Notice of Sale sent to the Owner.

A court entering a judgment or decree in a judicial action brought by the Association shall award the prevailing party its costs and reasonable attorney fees incurred before the judgment or decree and, if the Association is the prevailing party, any costs and reasonable attorney fees that the Association incurs collecting the judgment. In a non-judicial foreclosure, the Association may include in the amount due, and may collect, all costs and reasonable attorney fees incurred in collecting the amount due, including the costs of preparing, recording, and foreclosing a lien.

The Association's non-judicial foreclosure of a Unit is governed by Utah Code Ann. §§ 57-1-19 through 57-1-34 to the same extent as though the Association's lien were a trust deed and this Act. If there is a conflict between a provision of the Act and a provision of Utah Code Ann. §§57-1-19 through 57-1-34 with respect to the Association's non-judicial foreclosure of a Unit, the Act controls. The Association may abandon a judicial foreclosure, non-judicial foreclosure, or sheriff's sale and initiate a separate action or another judicial foreclosure, non-judicial foreclosure, or sheriff's sale if the initial judicial foreclosure, non-judicial foreclosure, or sheriff's sale is not complete. In the event of an amendment to applicable Utah law regarding the enforcement of any lien and the judicial or non-judicial foreclosure on any Unit, the President of the Association, acting without joiner of any other Owner or Mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Utah County, Utah, amend the provisions hereof so as to comply with said amendments to the applicable Utah law.

At any judicial foreclosure or non-judicial foreclosure, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with interest, costs, and expenses of sale, including trustee's and attorney's fees and other amounts due and owning, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed.

From and after any such foreclosure, the Occupants of such Unit shall be required to pay a reasonable rent for the use of such Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Unit by forcible detainer without further notice. During any period in which a Unit is owned by the Association following foreclosure or sale in lieu thereof: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

The Association need not pursue a judicial foreclosure or non-judicial foreclosure to collect an unpaid Assessment but may file an action to recover a money judgment for the unpaid Assessment without waiving the lien or its rights and remedies as provided herein or available at law or in equity.

12.10 Subordination of the Lien. The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney's fees and costs) provided for herein, shall be subordinate to tax liens and to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure (i.e., power of sale) of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer unless the Owner against whom the original assessment was made is the purchaser at the foreclosure sale (in which event such lien shall remain in full force and effect). No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

12.11 Termination of Rights. The Board may terminate a Delinquent Owner's right to receive utility service for which the Owner pays as a Common Expense and/or of access to and use of Common Area. A "***Delinquent Owner***" means an Owner who fails to pay an Assessment when due. Before terminating a utility service or right of access to and use of Common Area, the manager or Board shall give the Delinquent Owner notice ("***Termination Notice***") in a manner provided in this Declaration. The Termination Notice shall state: (a) that the Association will terminate the Owner's utility service or right of access to and use of the Common Area, if the Association does not receive payment of the Assessment within fourteen (14) days after the date of the Termination Notice, and (b) the amount of the Assessment due, including any interest or late payment fee, and may include the estimated cost to reinstate the utility service if the service is terminated or disconnected; and (c) the Owner's right to request a hearing. A Delinquent Owner may submit a written request to the Board for an informal hearing to dispute the Assessment, which request must be submitted within fourteen (14) days after the date the Delinquent Owner receives the Termination Notice. If the Delinquent Owner timely requests a hearing, the Board shall conduct an informal hearing in accordance with the standards provided in this Declaration or the Rules and Regulations. If a Delinquent Owner requests a hearing, the Association may not terminate a utility service or right of access to and use of the Common Area until after the Board conducts the hearing and enters a final decision. If an Association terminates a utility service or a right of access to and use of the Common Area, the Association shall take immediate action to reinstate the service or right following the Delinquent Owner's payment of the past due Assessment, including any interest and late payment fee. The Association may assess the Delinquent Owner for the cost associated with reinstating a utility service that the Association terminates as provided in this Section and demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in the Termination Notice.

12.12 Rent Application. The Board may require an Occupant under a Lease with an Owner to pay to the Association all future Lease payments payable and due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable, beginning with the next monthly or periodic payment due from the Occupant

and continuing until the Association is paid in full the Amount Owing. Before requiring an Occupant to pay Lease payments to the Association, the Association's manager or Board shall give the Owner written notice in accordance with the terms of this Declaration ("***Rent Application Notice***"). The Rent Application Notice shall state: (a) the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees; (b) that any costs of collection, including attorney fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of Lease payments; and (c) that the Association intends to demand payment of future Lease payments from the Occupant of the Owner's Unit if the Owner does not pay the Amount Owing within fifteen (15) days after the date of the Rent Application Notice. If an Owner fails to pay the amount owing within fifteen (15) days after the date of the Rent Application Notice, the Association's manager or Board may exercise the Association's rights herein delivering a written notice to the Occupant ("***Rent Payment Notice***"). The Rent Payment Notice shall state that: (i) due to the Owner's failure to pay an Assessment within the required time, the Board has notified the Owner of the Board's intent to collect all Lease payments from the Occupant until the Amount Owing is paid; (ii) the law requires the Occupant to make all future Lease payments, beginning with the next monthly or other periodic payment, to the Association, until the Amount Owing is paid; and (iii) the Occupant's payment of Lease payments to the Association does not constitute a default under the terms of the Lease with the Owner. The manager of the Association or the Board shall mail a copy of the Rent Payment Notice to the Owner. An Occupant who receives a Rent Payment Notice shall pay to the Association all future Lease payments as they become due and owing to the Owner beginning with the next monthly or other periodic payment after the Rent Payment Notice is delivered to the Occupant and until the Association notifies the Occupant that the Amount Owing is paid. An Owner shall credit each payment that the Occupant makes to the Association pursuant to a Rent Payment Notice against any obligation that the Occupant owes to the Owner as though the Occupant directly made the payment to the Owner, and the Owner may not initiate a suit or other action against an Occupant that receives a Rent Payment Notice for failure to make a Lease payment that the Occupant pays to the Association as required herein. Within five (5) business days after the Amount Owing is paid in full, the manager of the Association or the Board shall notify the Occupant in writing that the Occupant is no longer required to pay future Lease payments to the Association. The manager of the Association or the Board shall mail a copy of the cessation notification to the Owner. The Association shall deposit money paid to the Association under this Section in a separate account and disburse that money to the Association until the Amount Owing is paid and any cost of administration, not to exceed $25, is paid. The association shall, within five (5) business days after the Amount Owing is paid, pay to the Owner any remaining balance. The term "***Amount Owing***" means the total of any Assessment or lien amount that is due and owing and any applicable interest, late fee, and cost of collection. The term "***Lease***" means an arrangement under which an Occupant occupies a Unit in exchange for the Owner receiving a consideration or benefit, including a fee, service, gratuity, or emolument.

12.13 Exempt Property.

12.13.1 Common Area. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments: (a) all Common Area; and all property dedicated to and accepted by any

governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

12.13.2 Declarant Property. Notwithstanding anything to the contrary herein, any property and Units owned by the Declarant and not occupied, such as model homes and Units for sale, shall be exempt from payment of Base Assessments.

12.14 Property Manager. The Board shall contract with an independent third-party professional property manager to provide the services and/or to perform the duties of the Association herein, and in connection therewith, by contract or resolution, assign to such managing agent the right to set the amounts of and to receive payments of the applicable charges. The property manager so engaged shall be an independent contractor and not an agent or employee of the Association. The obligation to contract with a property manager may not be waived, cancelled, modified, or amended in any way. The right and authority of any property manager to set the amounts and receive payment as aforesaid is deemed to be assigned by virtue of contracting with a property manager to provide the associated functions and services for so long as the applicable contract remains in effect unless the applicable contract expressly provides otherwise. Subject to the aforesaid notice requirement as to a property manager and as required regarding Rules and Regulations, the Board or its property manager, as applicable, may adopt, amend, revise and repeal any such charges from time to time without notice.

12.15 Enforcement. The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including: (a) whether to compromise a claim made by or against the Board or the Association; and (b) whether to pursue a claim for an unpaid assessment. The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) a technical violation has or may have occurred, and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (iv) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides to forego enforcement, the Association is not prevented from later taking enforcement action and any inaction by the Board or the Association shall not be deemed a waiver of any rights to take any enforcement action in the future. The Board may not be arbitrary, capricious, or against public policy in taking or not taking enforcement action.

12.16 Conflict Resolution Regarding Claims against Association or Declarant.

12.16.1 Statement of Intent. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or owns or any aspect of the Project; all prior to purchasing a Unit. Moreover, if any warranty has been provided, such warranty has been provided to each Owner identifying those items that are warranted by the builder. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and

having paid market price for a Unit in the condition it and the Units and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to then seek to have the Declarant, a builder, a contractor, and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners. Consistent with this dispute avoidance intent and mandate and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Association, or that the Association may enforce, from subcontractors related to the construction of the Project. It is the intent of the Parties hereto, as agreed to by the Owners by and upon the purchase of a Unit, that these warranties (from subcontractors), if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by law, in case of any defects or damages arising from defects of any kind related to construction or development of the Project, including any Unit or the Common Area. The intent of this Section is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the buildings and fixtures on the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

12.16.2 Association Warranties. The Declarant may, but is not obligated to, provide for certain warranties from subcontractors to the Association related to the construction of the Project ("***Association Warranties***" or an "***Association Warranty***"). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.

12.16.3 Owner Warranties. The Declarant, builder, or contractor may have provided certain warranties to the Owners related to the Unit purchased ("***Owner Warranties***" or an "***Owner Warranty***"). The first Owner of a Unit to whom any warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the entity providing such warranty of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties granted to any Owner and the Owner shall have no right to assign any rights of any kind arising under a warranty to the Association.

12.16.4 Waiver of Subrogation and Release. The Association and each Owner waives, and shall cause its insurance carrier to waive, any right to subrogation against the

Declarant or any builder or contractor of any portion of the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, a builder or a contractor, and their officers, employees, owners, and representatives. To the fullest extent permitted by law, the Association and Owners hereby release Declarant and builder and contractors, their officers, employees, owners, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant, builder, or contractor, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, the contractor and any of their officers, employees, owners, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

12.16.5 Declarant and/or Builder Litigation.

12.16.5.1 An Owner may only make a claim against the Declarant, the building, or the contractor to the extent allowed herein or by law after the following efforts at dispute resolution have been completed: (1) the Owner shall provide to the Declarant, the building, or the contractor a Notice of Claim (defined below) and permit the Declarant, the building, or the contractor, as the case may be, one hundred eighty (180) days ("***Right to Cure Period***") to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (2) if the dispute is not resolved within the 180-day Right to Cure Period, the parties agree to mediate the dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant, the builder and/or the contractor that were not included in any previously submitted Notice of Claim, the Right to Cure Period provided for in this Section shall immediately apply again and any pending action, including any mediation or arbitration, shall be stayed for the 180-day period.

12.16.5.2 For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Developer, builder, or contractor by either the Association or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the Rules and Regulations and this Declaration.

12.16.5.3 "***Notice of Claim***" shall mean and include the following information: (1) The nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of every Person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

12.16.5.4 Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant, the builder and/or the contractor, or any of their officers, directors, members, employees, or agents for any reason, including but not limited to alleged construction defects, any related damages, or any damages arising therefrom.

12.16.5.5 Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by the law, the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant, the builder, and/or the contractor or any of their officers, directors, members, employees, or agents for any reason, including but not limited to for alleged construction defects, any related claims, or any damages arising therefrom other than arising from an Association Warranty.

12.16.5.6 The Association shall indemnify and defend the Declarant, the builder, and/or the contractor and their officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any claim arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom, except to the extent covered by an Association Warranty. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant, the builder and/or the contractor from any claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that the Association Warranties and the Owner Warranties, if provided, and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any claim or litigation asserted related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant, builder and/or contractor (which shall permit the Declarant, builder, and/or contractor to select counsel and require the Owner to advance all costs and fees related to any such claim) from any such claim and to indemnify Declarant, builder and/or contractor from any liability arising therefrom.

12.16.5.7 Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Areas, and Limited Common Areas AS IS and WITH ALL FAULTS with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims, and the Association and any Owner hereby waive, any

warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

12.16.5.8 If otherwise allowed by law notwithstanding the terms of this Declaration or if allowed in this Declaration; prior to the Association making any demand or commencing any mediation, arbitration, or litigation (any "***action***") against a Declarant or any builder or contractor involved in the original construction of the Project, other than a claim made solely upon an Association Warranty against a subcontractor, the Association must have a meeting of the Owners, with proper notice, and have all attorneys, experts, and other Persons expected to be involved in the claim present at the meeting. Those people present, including the Board and the Association officers, must permit discussion among the Owners and questions from the Owners and must respond to all reasonable questions of the Owners related to the proposed claims. The notice for the meeting must include the following information:

(i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22-point font:

> The association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this project. This litigation could cost you money in the form of increased assessments and will likely impact the resale value of your unit and your ability to sell your unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue.

(ii) a budget and detailed breakdown of all costs and legal fees reasonably estimated to be caused by the expected litigation including a breakdown of any costs and fees to be advanced by anyone including any attorney or other representative of the Association under any contingency arrangement, and all those costs and fees to be paid directly by the association, all of which shall assume the litigation will last five years (unless it is reasonably expected to last longer in which case the longer period shall be used for this estimate) and require a trial on the merits,

(iii) a detailed explanation of where any money to be paid by the Association will be obtained including a per Unit breakdown of all costs and fees per year, assuming the litigation will last five years,

(iv) a written statement of each Board member indicating that Person's position on the litigation,

(v) a legal opinion on the likelihood of success of any such litigation or arbitration from an attorney not associated with the attorney or law firm who is anticipated to bring any such action, analyzing the applicable law, Governing Documents, and all relevant and known factual information,

(vi) all terms of the agreement between the Association and the attorney or law firm prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation,

(vii) a detailed description of the alleged claims against the Declarant and of all efforts by the Association to resolve those claims prior to commencing any action.

In addition to the requirements above and before commencing any action, the Association must obtain the approval of 85% of all of the Owners (not 85% of those present); provided that if the percentage is greater than that required by applicable Laws, the greatest percentage required by applicable Laws, by vote, at a lawfully called and properly noticed special meeting for that purpose only. Such a special meeting must occur no sooner than thirty (30) days after the meeting required above for notice, and no later than sixty (60) days after the meeting required above. The Association cannot special assess, borrow money, or use any reserve funds to fund any such action or to pay for any costs associated with any such action, including but not limited to copying costs, deposition costs, expert witness costs, and filing fees.

12.16.5.9 Any agreement with a law firm or attorney under which the law firm would represent the Association in an action (as defined in the prior subsection) must have, at a minimum, the following terms: (1) the law firm or attorney will apply sufficient resources, attorneys, time, and administrative support to the action as necessary to prosecute the action as quickly as the court system will allow; (2) the attorney or law firm will provide monthly status reports, in writing, describing at a minimum the following: (a) the work that was completed in the last month, (b) the time, in hours and minutes, incurred by each attorney or billable staff member in the last month broken down by time entry, person performing the work, and a description of each time entry, (c) the costs incurred by the attorneys and any experts in the prior month, (d) a running tally of all costs and time, by attorney and staff member, since the beginning of the action updated monthly, (e) a list of what is needed to move the action toward resolution, (f) the projected dates for each action that is needed to move the action toward resolution, (g) an explanation of why any projected action cannot be completed immediately; (3) the attorney or law firm will provide an opinion letter regarding the Association's claims prior to commencing any action that will, at a minimum, explain each claim, cite the law supporting the claim, cite the facts supporting the claim, provide an application of the law to the facts and analysis of each claim, cite any potential defenses or weaknesses to any claim including an analysis of each potential defense or weakness, an opinion of the lawyer or law firm as to the Association's likelihood of success on each claim, an analysis of potential damages including citations to the law and facts supporting that analysis, and an opinion of the lawyer or law firm on the damages the Association would likely be awarded for each claim, (4) a requirement that the Association be permitted to terminate the engagement of the law firm or attorney at any time with no requirement to pay any attorney fees incurred under a contingency arrangement up to that date if, in the Association's sole discretion, (a) the attorney or law firm is not prosecuting the action as rapidly as the court system will allow, (b) the burden of the action on the Owners through the inability to sell or refinance, through costs, or through any disruption to the operations of the Association is not worth the continuation of the action, (c) the Association determines, at any time, that the legal and factual risks associated with the action are such that the action should not be pursued further, (d) the law firm or attorney fails to keep the Association informed as to the course of the action and effect of proceedings on the likelihood of success, including any failure to provide required monthly reports.

12.16.5.10 The existence of procedures and/or requirements in this Section applicable to claims against the Declarant, the builder and/or contractors that are

barred or limited in other provisions of this Declaration shall not be construed as permitting any such claims or as contradictory to a prohibition or limit on such claims in other provisions in this Declaration. The procedures and requirements to assert a claim (including but not limited to the right to cure requirements, the meeting and Owner approval requirements, the mediation requirement, and the arbitration requirements) that is prohibited by this Declaration are provided solely in case any such claim is permitted by law notwithstanding the terms of this Declaration.

12.16.5.11 Prior to engaging any lawyer or firm to represent the Association related to any litigation described in this Section, the Association shall obtain independent counsel to review the engagement letter governing that representation and advise the Association to ensure that the requirements in this Declaration are satisfied related to that engagement. The Association shall continue the representation of independent counsel to monitor the representation by that counsel and to ensure that any proceeding is prosecuted diligently, competently, and consistent with the requirements of the engagement letter and this Declaration.

13 Architectural Standards and Review Committees

13.1 Architectural Control Committee.

13.1.1 Organization. There is hereby established a Design Review Committee. The DRC shall be composed of three persons who will be appointed by the Board. Members of the DRC need not be Members of the Association. The DRC may from time to time designate any one of its members to act in its stead. After the Period of Administrative Control a majority of the persons serving on the DRC must be Owners. All such persons serving on the DRC serve at the discretion of the Board. All decisions of the DRC are subject to review and modification by the Board except as herein otherwise expressly provided, including specifically the right of any Owner to appeal any decision of the committee to the Board as provided in the Bylaws. In the event of the death or resignation of any person serving on the DRC, the Board shall designate a successor or successors who will have all of the authority and power of his or their predecessor(s). Until such successor has been appointed, the remaining member or members have full authority to exercise all rights, duties and powers of the DRC. The DRC shall keep the Board informed as to its activities on a continuing basis, and shall submit a written report to the Board regarding same semi-annually or as otherwise required by the Board.

13.1.2 Jurisdiction. The DRC has exclusive jurisdiction on behalf of the Association regarding: (a) implementation of all provisions of this Section 13; and (b) promulgation of all Architectural Guidelines pertaining to the development and construction of Improvements within the Project.

13.1.3 Compensation. No person serving on the DRC is entitled to compensation for services performed; provided, the DRC may employ one or more architects, engineers, attorneys or other consultants to assist the DRC in carrying out its duties, and the Association shall pay such consultants for services rendered. Members of the DRC may also be reimbursed for reasonable expenses in such manner and amounts as may be approved by the Board.

13.2 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Unit or within or upon any part of the Project unless and until complete plans and specifications have been submitted to and approved in writing by the DRC, as applicable, as to compliance with applicable Architectural Review Criteria as set forth in Section 13.5. Two complete sets of plans and specifications must be submitted with each request for approval. In addition to any other applicable requirements per applicable Architectural Guidelines, any plans and specifications to be submitted must specify, in such detail and form as the DRC may reasonably require:

(a) the location upon the Unit or within the Project where the Regulated Modification will occur or be placed;

(b) the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the Regulated Modification;

(c) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details;

(d) intended uses; and

(e) such other information, plans or specifications as may be requested or required by the DRC that in the sole opinion of the DRC is reasonably necessary to fairly and fully evaluate all aspects of the proposed Regulated Modification.

13.3 Architectural Guidelines. The Board or the DRC, subject to Board approval, may, from time to time, effective immediately, adopt, modify, amend and repeal such reasonable Architectural Guidelines applicable to the Project, including Units and any Common Area. Such authority includes, but is not limited to, the right to specify:

(a) specific procedural guidelines for submission of requests for, and plans, specifications and other information and documentation necessary to obtain, DRC approval, and procedural requirements for the conducting of all activities necessary to accomplish same;

(b) the amount and manner of payment of any fees or charges reasonably anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other costs and expenses in connection with review and evaluation of an application (such costs and expenses herein referred to as the "***Architectural Review Fee***");

(c) specific types of Regulated Modifications which may be commenced, constructed, erected or maintained upon any Unit or anywhere within the Project;

(d) a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of a Regulated Modification;

(e) minimum setbacks;

(f) the location, height, and extent of fences, walls or other screening devices,

walks, patios or courtyards;

(g) the orientation of structures and landscaping with respect to streets, walks, driveways and structures on adjacent properties; and

(h) in general, all requirements reasonably deemed necessary to maximize compliance with Architectural Guidelines as set forth in Section 13.8.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE ARCHITECTURAL GUIDELINES MAY PROVIDE FOR A FINE OF UP TO $10,000.00 AGAINST ANY OWNER AND UNIT SUBJECT TO THIS DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DRC OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE DRC, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS.

13.4 Manner and Effect of Adoption of Architectural Guidelines. The Association shall make Architectural Guidelines available to Owners upon request. Architectural Guidelines may also be (but are not required to be) filed in the Official Public Records of Utah County, Utah. Architectural Guidelines are of equal dignity with, and shall be enforceable in the same manner as, other provisions of this Declaration, provided: (a) such Architectural Guidelines shall not be deemed a waiver, modification, or repeal of any of the provisions of this Declaration; (b) such Architectural Guidelines shall not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Architectural Guidelines; and (c) such Architectural Guidelines shall not conflict with this Declaration.

13.5 Architectural Review Criteria. The DRC will evaluate all submitted applications for approval on the individual merits of the particular application, and based on evaluation of the compatibility of the proposed Regulated Modification with Project-Wide Standards as of the date of submission of an application and compliance with applicable Governing Documents, including this Declaration and applicable Architectural Guidelines and other Rules and Regulations. The DRC must use reasonable efforts to achieve consistency in the approval or disapproval of specific types of Regulated Modifications. To this end, consideration will be given to (but the DRC is not bound by) similar applications for architectural approval and the decisions and actions of the DRC with regard thereto. The DRC shall be subject to the limitations and conditions placed upon the Board and the Association regarding Rules and Regulations as set forth in Section 11.3 of this Declaration regarding the adoption, amendment, modification, cancelation, limitation, creation of exceptions to, expansion, or enforcement of Architectural Guidelines and the review criteria.

13.6 Disapproval by DRC. It is understood and agreed by each Person having or acquiring an interest in the Project that the DRC will include aesthetic judgment in its decision making process, and approval of submitted plans will not be required simply because the plans satisfy stated objective requirements. The DRC may disapprove any request for approval for any reasons, including the following: (i) failure to comply with any applicable Architectural Review Criteria as set forth in Section 13.8; (ii) lack of sufficient information, plans or specifications as

reasonably determined by the DRC to enable the DRC to fairly and fully evaluate the proposed Regulated Modification or the uses thereof; or (iii) failure to include any information, plans or specifications required by applicable Governing Documents, or as may be reasonably requested by the DRC. In the event of disapproval, the DRC shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the DRC shall also notify applicant of the additional information, plans or specifications required.

13.7 Approval and Conditional Approval by DRC.

13.7.1 Manner. The DRC may fully approve any request for approval or approve any such request subject to compliance with conditions stated in a conditional approval. Conditions for approval may include, without limitation, requirements for modifications to plans and specifications such as upgrading or other changes as to materials or changes as to color or design or location, or requirements for addition of other improvements such as sight barrier landscaping or other devices to screen a proposed Regulated Modification from Public View. A conditional approval is effective only upon full compliance with the stated condition(s). The DRC shall notify the applicant in writing of such approval (together with any qualifications or conditions of approval).

13.7.2 Effect. Except for fraud, misrepresentation, accident or mistake, the DRC's approval or conditional approval is final as to each Regulated Modification covered thereby, and may not be revoked or rescinded once given except as stated in Section 13.7.1 regarding conditional approvals. Except as to compliance with this Section 13, the DRC's approval or conditional approval of an application does not constitute a waiver, modification or repeal of any covenant contained in this Declaration or other Governing Documents, or preclude by estoppel or otherwise full enforcement of all provisions hereof. The DRC's approval or conditional approval of an application may not be deemed a waiver of the right of the DRC to subsequently disapprove similar requests for approval, or any of the features or elements included therein.

13.8 Submission and Response; Failure of DRC to Act.

13.8.1 Submission and Response. Applications for DRC approval are deemed submitted to the DRC only upon actual receipt. All responses by the DRC shall be in writing, and are deemed given when delivered to, or when deposited in the United States mail, postage prepaid and addressed to, the applicant at the address specified in the application or the last known address of the applicant according to the records of the Association. The DRC has no duty to respond to, and the provisions of this Section do not apply regarding, any application if the Person(s) identified in the application do not appear as Members or Owners according to the books and records of the Association unless and until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the DRC. Lessees/Occupants shall file applications or requests for variance in the name of the Owner, and such Owner shall either appoint the Lessee/Occupant as their agent in a letter to the DRC or join the application. Where more than one Owner applies for approval, the delivery or mailing of a response to any one of the Owners as aforesaid constitutes notice to all such Owners.

13.8.2 Failure to Respond. In the event the DRC fails to approve, conditionally approve or disapprove an application or fails to request additional information and/or documentation reasonably required within sixty (60) days after receipt of the application, then the application shall be deemed denied.

13.9 Variances. In the event an Owner is denied approval for a Regulated Modification by the DRC, within ten (10) calendar days after denial the Owner may apply for a variance from the DRC's decision with the Board. Failure of an Owner to timely apply for a variance shall be deemed a waiver of the Owner's right to seek a variance. Applications for variances are deemed submitted to the Board only upon actual receipt. The Board may grant specific variances to Architectural Guidelines and to any architectural or use restrictions set forth in this Declaration upon specific findings of compliance with the grounds for granting of a variance as set forth hereafter. The Board may grant a variance only in writing and only with respect to specific instances upon written request therefor, is not binding with respect to any other request for a variance whether or not similar in nature, and does not constitute a waiver, modification or repeal of any of the provisions of this Declaration or other Governing Documents except for the limited purpose of and to the extent of the specific variance expressly granted. The Board may grant a variance only upon specific findings that the variance is necessary due to unusual circumstances that are reasonably beyond the control of the applicant to mitigate or rectify, and that the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Project or the scheme of development therein. The Board's decision to grant or deny an application for a variance is final. In the event the Board fails to approve, conditionally approve or deny a request for a variance or to request additional information and/or documentation reasonably required within sixty (60) days after receipt of the request for a variance, then the request for a variance shall be deemed denied.

13.10 Implied Conditions of Approval.

13.10.1 Applicability. Unless expressly waived or modified by the DRC (or the Board as to variances) in writing, each and every approval or conditional approval of a Regulated Modification is subject to all provisions of this Section 13 whether or not stated in the approval or conditional approval.

13.10.2 Commencement and Completion of Work. Approval of an application for a Regulated Modification is effective for one (1) year from the date of approval or grant of a variance. If work on a Regulated Modification is not commenced within one (1) year after approval or conditional approval or grant of a variance, such approval or grant will become null and void and the Owner must submit a new application and obtain a new approval for the Regulated Modification. Prior approval of a Regulated Modification shall not bind the DRC or the Board or require the DRC or the Board to approve a re-submitted application for the same Regulated Modification. Upon commencement, the Owner must diligently prosecute and complete all work as soon thereafter as reasonably possible. The DRC (or the Board as to variances) is authorized to set specific schedules for completion of a Regulation Modification on a case-by-case basis and/or pursuant to applicable Architectural Guidelines.

13.10.3 New Construction Materials Required. Only new construction materials may be used in construction of any Regulated Modification except as otherwise approved by the DRC (such as the use of used brick). Any Regulated Modification shall be done in good and workmanlike manner using licensed contractors.

13.10.4 Compliance With Plans. All work on a Regulated Modification must proceed in strict compliance with: (i) the application and plans and specifications approved by the DRC (or variance granted by the Board), (ii) any and all conditions stated by the DRC (or the Board as to variances) in the approval, (iii) any and all applicable governmental laws, rules, regulations, ordinances, and building codes, and (iv) all applicable Governing Documents.

13.10.5 Permit Requirements. Each Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received. Without limitation of the foregoing, the DRC may deny approval pending, or conditional approval upon, prior compliance with applicable permitting requirements or upon receipt of certification satisfactory to the DRC that no such permitting requirements exist.

13.10.6 Compliance With Laws and Governing Documents. Each applicant is solely responsible for insuring that (and nothing in the Governing Documents or any written decision of the DRC (or the Board as to variances) shall be construed as a covenant, representation, guaranty or warranty that) any proposed Regulated Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements), or with applicable requirements of the Governing Documents except as provided in Section 13.7.2.

13.11 Inspection Rights. Upon reasonable notice (oral or written), any member of the DRC or the Board, or their designated representatives, may enter a Unit without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any Regulated Modification in compliance with the approved plans, specifications, information and documentation for same, and as to compliance with any applicable provisions of the Governing Documents.

13.12 Records. The DRC is not required to maintain records of any of its meetings. The DRC and the Board, however, must keep and maintain records evidencing their respective final decision(s) regarding all requests for approval and requests for variance for not less than four years. The DRC must also maintain a record of all current Architectural Guidelines, and must provide copies to Owners upon request.

13.13 Limitation of Liability. Neither Declarant, the Association, the Board, the DRC, nor their respective Related Parties, are liable to any Owner, Lessee, Occupant, or any of their Related Parties, or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or

specifications and no publication of Architectural Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the Regulated Modification. The provisions hereof are cumulative of the provisions of Section 15.14.

13.14 Limitation of Applicability; Amendment. None of the provisions of this Section 13 apply to any activities of Declarant or the Association.

14 Architectural and Use Restrictions

14.1 Signs.

14.1.1 General. No signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Unit or within any Unit if in Public View, or within or upon any portion of the Project without the prior written consent of the DRC except as otherwise provided in this Section. The Board or DRC may remove or cause to be removed any sign, billboard, poster, banner, pennant or advertising device of any kind which is not approved as aforesaid or is otherwise prohibited under this Declaration or other Governing Documents and may dispose of same as debris without liability for trespass or otherwise.

14.1.2 Prohibited Signs. No sign is permitted which is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. Permitted signs must be professionally printed and prepared, and must be properly installed and maintained, to avoid unsightly appearance. The good faith determination of the Board or DRC as to any of the foregoing is final. No sign is permitted to be larger than four (4) square feet. No sign may be illuminated. No sign may be placed on any Common Area closer than ten feet from any street or any side or back lot line, or within any traffic sight line area as defined in Section 14.15. No Owner (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Unit or upon any Common Area. Distressed, foreclosures and bankruptcy references are specifically prohibited.

14.1.3 Permitted Signs. To the extent required by law or in any event upon prior approval of the DRC, but subject to applicable provisions of Section 14.1.2 above, each Owner is permitted to place upon (and only upon) such Owner's Unit or upon the lawn/landscaping within the Common Area immediately in front of such Owner's Unit (i) one sign advertising the particular Unit on which the sign is located for sale or for rent, (ii) "political signs" whereby such Owner is promoting a political candidate, party or issue, (iii) "school" signs at the discretion of the Board and (iv) security monitoring signs. The DRC may reasonably regulate the period(s) of time political signs may be permitted, and the number of permitted political signs and in relationship thereto their size and location. The Declarant may construct, place, install, and maintain such signs, billboards, banners, pennants, and advertising devices as are customary in connection with the sale of newly constructed residential dwellings.

14.2 Parking, Garages and Prohibited Vehicles.

14.2.1 Parking/Garages. No garage shall be modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the DRC, nor may any portion of a garage be diverted to any use other than the parking of vehicles and other generally accepted and customary uses of a garage. Garages may not be used for general storage and must accommodate, in addition to any belongings, the number of automobiles designed for the garage (i.e., two-car garage will accommodate two automobiles). In particular, but not in limitation of the foregoing, no portion of any garage may be used as a residence or as living quarters.

14.2.2 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors (except those of a size to be parked in a home's garage), vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Association, if any. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Project except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Project must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Project during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

14.3 Occupants Bound. All provisions of this Declaration or any other Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Related Parties of any Owner. Each Owner shall comply, and shall cause all of such Owner's Related Parties to comply, with this Declaration and the other Governing Documents, and shall be responsible for all violations thereof and/or all damage or loss to the Association caused by such occupants, notwithstanding the fact that such Related Parties are fully liable and may be sanctioned for any violation of this Declaration or the other Governing Documents. Any failure in compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the other Governing Documents.

14.4 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Project, except that dogs, cats, or other usual and common household pets, not to exceed the number as may be permitted in a Unit pursuant to the laws, codes, and ordinances of the Municipal Authority. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health of safety of persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units

or the owner of any portion of the Project shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person or attached to a secured pole or other fixed Improvement.

14.5 Quiet Enjoyment; Nuisances. No portion of the Project shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Project that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. Noise typically associated with normal amounts of dogs barking and children playing are not prohibited.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Project, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Project. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Project. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Project.

14.6 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

14.7 Antenna and Satellite Dish Systems. No exterior antennae, aerials, satellite dish receivers or other devices designed to transmit or receive television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon a Visible Location unless a Visible Location is the only location on a Unit where signals may be received or transmitted without substantial interference with reception. If a Visible Location is the only location on a Unit where signals may be received or transmitted without substantial interference with reception, such a device may be placed in a Visible Location approved by the DRC, which approval shall not be unreasonably withheld.

14.8 Clotheslines, Garbage Cans, Tanks, Etc. No clotheslines shall be erected or installed in a Visible Location and no clothing, linens or other material shall be aired or dried in a Visible Location. All garbage cans, above-ground storage tanks, mechanical equipment,

woodpiles, yard equipment and other similar items on Units shall be located or screened so as to be concealed from Public View. In the event the City of Spanish Fork, Utah, or the applicable governmental entity will only pick-up and empty dumpsters servicing the Project, each Owner shall cause any rubbish, trash and garbage to be regularly deposited in the dumpsters servicing the Project.

14.9 Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant without Board approval. No division, boundary line change, or replatting shall violate applicable subdivision or zoning regulations. No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years, except that Declarant hereby reserves the right for Declarant and its assigns to operate such a program with respect to Units which it owns.

14.10 Pools. No swimming pools shall be erected, constructed or installed on any Unit or on any Common Area adjacent to a Unit, except as part of the amenities provided by the Association to the Project.

14.11 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters within the Project shall be installed, constructed or operated within the Project, except that the Association shall have the right to draw water from such sources for the purpose of irrigating the Common Area. All sprinkler and irrigation systems serving Units shall draw upon public water supplies only and shall be subject to approval in accordance with Section 13 of this Declaration. Private irrigation wells are prohibited within the Project. This Section 14.11 shall not apply to Declarant or its activities within the Project.

14.12 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant or the DRC during initial construction within the Project, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Unit or any part of the Project. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Unit, provided it receives the prior approval of the DRC, as appropriate, in accordance with Section 13 above. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

14.13 Drainage and Septic Systems. Catch basins, drainage swales, and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner may interfere with the established drainage pattern over any part of the Project unless adequate provision is made for property drainage and is approved in advance by the DRC. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Project is completed by Declarant. Septic tanks and drain fields, other than

those installed by or with the consent of Declarant, are prohibited within the Project. No Owner or its Related Parties shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any storm drain, drainage ditch, stream, pond or lake within the Project.

14.14 Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Section 13 of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as such committee may determine necessary in its sole discretion, to mitigate the damage.

14.15 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

14.16 Air Conditioning Units. There shall not be installed or operated in any Unit any window mounted air-conditioning or heating units.

14.17 Lighting. Except for traditional holiday decorative lights located on the exterior roof line or around windows of a Residence, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Section 13 of this Declaration. No holiday decorative lights are permitted on the roof of any Residence or on the landscaping or lawn within the Common Area in front of or adjacent to any Unit without the prior approval of the DRC.

14.18 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted in a Visible Location on a Unit. No exterior sculpture, holiday displays, fountains, flags and temporary flagpoles (except on traditional flag flying holidays such as the 4th of July and Memorial Day), birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted on any Unit or on any Common Area adjacent to a Unit unless approved in accordance with Section 13 of this Declaration.

14.19 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Section 13 above. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Unit unless approved pursuant to Section 13.

14.20 Playground. No jungle gyms, trampolines, basketball standards, sport courts, tennis courts, swing sets, club houses, or similar playground equipment shall be erected or installed on the Common Area adjacent to any Unit, except as installed by Declarant.

14.21 Fences/Walls. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit or within the Common Area adjacent to any Unit, except as approved in accordance with Section 13 of this Declaration.

14.22 Patios, Barbeques, Hot-tubs. Owners, at their sole cost and expense, may install patios, hot tubs, fixed barbeque equipment (i.e., not readily mobile), and other such outdoor improvements ("***Patio Improvements***") on their Parcel or Limited Common Area appurtenant to their respective Unit, in accordance with the following requirements:

14.22.1 The Owner shall submit an application to the Board requesting that a portion of the Common Area adjacent to the Unit be converted from Common Area to Limited Common Area. The application shall include a plan showing the exact location of the Limited Common Area and a description of the proposed Patio Improvements to be placed thereon.

14.22.2 The Owner shall be solely responsible for all costs and expenses associated with or relating to such Patio Improvements, including, without limitation, all costs and expenses of installation, design, permits, construction, maintenance, repair, and replacement thereof, and the Limited Common Area and the Patio Improvements shall otherwise be considered part of the Unit for purposes of maintenance, repair, reconstruction, and insurance.

14.22.3 The Owner shall obtain the required approvals from the DRC and comply with the requirements of Section 13; provided, however, that the DRC may only withhold approval for installation of Patio Improvements if:

(a) The DRC has reason to believe that the Limited Common Area, patio or other supporting structure will not support the size or weight of the Patio Improvements. If the DRC has such concerns, the Owner may overcome the same and obtain approval if the Owner, at the Owner's sole cost and expense, obtains and submits to the committee a written opinion from a licensed structural engineer providing the DRC with reasonably satisfactory assurances that the Limited Common Area, patio or other supporting structure will structurally support the proposed Patio Improvements;

(b) The proposed Patio Improvements has a color scheme that detracts from and is not reasonably consistent with the appearance and colors of the exteriors of the Units in the Project;

(c) The size of the proposed Patio Improvements is unusually large for the proposed location, such that it detracts from the consistency and aesthetic visual appeal of the Project; or

(d) The risk of damage or harm to person or property.

14.22.4 The Owner shall be responsible for ensuring that the patio or other limited common area on which the proposed Improvement will be located will structurally support the proposed Improvement, and that the proposed Improvement will not jeopardize the structural integrity of the Limited Common Area or the Unit.

14.22.5 The Owner shall indemnify, hold harmless, and agree to defend the Association, and Declarant from and against any and all claims or liabilities arising from or relating to the installation, use, repair, removal or any other use of the Patio Improvements.

14.22.6 The Owner, at its sole cost and expense, shall obtain and maintain adequate and appropriate insurance coverage relating to the Patio Improvements. The Association shall not have any responsibility to obtain any form of insurance coverage relating to the Patio Improvements.

14.22.7 If the Owner removes the Patio Improvements, the Owner shall be responsible for all costs of removal. The Owner shall restore the Limited Common Area or the Unit on which the Patio Improvements were located to its original condition, and shall pay for all costs and expenses relating to such restoration.

14.23 Chimneys. All wood, pellet or coal burning fireplaces, stoves, chimneys or similar devices will be equipped with appropriate spark screens as approved by the DRC and the Municipal Authorities and shall comply with all applicable laws.

14.24 Use.

14.24.1 General. The Project shall be used only for residential and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant or the Association). The Association may impose more stringent use prohibitions and standards within the Project. The Association, acting through its Board, shall have standing and the power to enforce such standards. Except for uses by Declarant or the Association, as described in the preceding sentences, each and every Unit is hereby restricted to residential use only. All Units shall comply with the applicable zoning and land use laws, including restrictions that may restrict the use as a single family dwelling, as such term may be defined by the applicable ordinances of the Municipal Authority.

14.24.2 No Business, Professional, Commercial or Manufacturing Use. No business, professional, commercial or manufacturing use may be made of any Unit or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the Unit as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, an Owner or Owner's Related Parties residing in a Unit may conduct business activities within the Unit so long as:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;

(b) the business activity conforms to all zoning requirements for the Unit;

(c) the business activity does not involve persons coming onto the Project or the Unit or door-to-door solicitation of residents of the Project; and

(d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Board.

14.24.3 Residential Use Only. Without limitation of the foregoing, as used herein the term "residential use" shall be construed to prohibit the use of any Unit or the residence thereon for operation of a boarding or rooming house or residence for transients, or the use of any garage or permitted outbuilding as an apartment or residential living quarters.

14.24.4 Maximum Occupancy. In addition to the limitations above set forth, in no event may a Unit be occupied by more persons than permitted by applicable law.

14.24.5 Additional Standards and Regulations. The Association, acting through the Board, shall have authority to make and to enforce additional Rules and Regulations governing the use of Units within the Project. Such Rules and Regulations shall be binding upon all Owners and their Related Parties until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of both Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

14.25 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Project except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

14.26 Leasing of Units/Restriction on Rentals. The leasing of units shall be subject to any applicable laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of Spanish Fork City, Utah. All leases shall be in writing. The Lessee shall be subject to the terms and conditions of this Declaration and the other Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing. Notwithstanding the above, an Owner and its Parcel shall be exempt from any restrictions on leasing as follows: (a) if the Owner is in the military, the Owner may lease its Unit for the period of the Owner's deployment, (b) any lease to the Owner's parent, child, or sibling, (c) if the Owner has been relocated by its employer for a period of no less than two (2) years, or (d) if the Owner is a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for (i) the estate of a current Owner or resident of the Unit, or (ii) the parent, child, or sibling of the current Owner or resident. The Association shall create a procedure, by rule or resolution, to determine and track the number of rentals and Units that are subject to the exclusions as described in the preceding sentences and to ensure consistent administration and enforcement of the rental restrictions.

14.27 Laws and Ordinances. Every Owner and such Owner's Related Parties, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Unit and the Project, including any and all applicable zoning and land use laws and ordinances, and any violation thereof may be considered a violation of this Declaration;

provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

14.28 Unoccupied Residences. The Owner of a Unit with an unoccupied residence, including any mortgagee in possession and any mortgagee obtaining title to a Unit by foreclosure or by any deed or other arrangement in lieu of foreclosure, is liable for full observance and performance of all terms and conditions of this Declaration and all other Governing Documents, including in particular but without limitation: (i) proper maintenance of the Unit and all improvements thereon; (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance as required to avoid an appearance of abandonment or other unsightly or unkempt appearance.

14.29 Maintenance of Utilities Required. All utility services intended to be provided to each Unit as originally constructed, including without limitation water, sewage, electric and gas services, must be maintained by the Owner at all times when a residence is occupied.

15 General Provisions

15.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by the Association, each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been Recorded within the twelve month period preceding the renewal of this Declaration, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

15.2 Amendment. During the Period of Administrative Control, Declarant, acting alone, shall have the sole right to amend this Declaration. After the Period of Administrative Control, this Declaration may be amended or terminated by the affirmative vote or written consent, or any combination thereof, of Owners of Units representing sixty-seven percent (67%) of the total votes in the Association. Notwithstanding the above, after the Period of Administrative Control, any amendment concerning lot boundaries or any Owner's voting rights shall require the affirmative vote or written consent, or any combination thereof of Owners of Units representing sixty-seven (67%) of the total votes in the Association, including the vote of the affected Owner. 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. Any amendment or termination of this Declaration must be recorded in the Official Public Records of Utah County, Utah to be effective.

If an Owner consents to any amendment to or termination of this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

15.3 Easements for Utilities, Drainage, Etc. There is hereby reserved unto Declarant, during the Period of Administrative Control, the Association, and the designees of each (which may include, without limitation, Spanish Fork, Utah, and any water district, municipal utility district or other utility), blanket easements upon, across, over, and under all of the Project for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems (including altering drainage and water flow), levees, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier, easements across the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Project, except as may be approved by the Board or as provided by Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Common Area without conflicting with the terms hereof. The easements provided for in this Section 15 shall in no way adversely affect any other recorded easement on the Project.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Spanish Fork, Utah, or to any other local, state, or federal governmental entity.

15.4 Perimeter Wall Easement. There is hereby created an affirmative easement in favor of Declarant, the Association, and their Related Parties, upon, over and across each Parcel adjacent to the perimeters boundaries of the Project (and each Parcel adjacent to public right of way or the perimeter boundaries of the Project) for reasonable ingress, egress, installation, replacement, maintenance and repair of any perimeter wall that is located along a perimeter boundary of the Project or a public right of way.

15.5 Declarant Easement. There is hereby created a nonexclusive easement for ingress and egress over, for the right to go over, under and across, and for the right to enter and remain upon, all portions of the Project, including but not limited to, the Common Area (including, but not limited to any private streets and a right of access through any guard gates, key gates or other access control points) for the purpose of enabling Declarant, and Declarant's Related Parties and their respective invitees, licensees, contractors and guests to exercise Declarant's rights and obligations hereunder, and to engage in activities reasonably related to the

development, management, administration, operation, maintenance, advertisement and sale or rental of the portions of the Project. This easement shall be in favor of Declarant and its Related Parties and appurtenance to portions of the Project. The rights of access established in this Section shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Unit by its Owner or any Occupant.

15.6 Association Easement. There is hereby created a nonexclusive easement in favor of the Association for ingress and egress over the entire Project (except the interior of an occupied dwelling unit) for the purpose of enabling the Association and its contractors and Related Parties to implement the provisions of this Declaration. The rights of access established in this Section shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Unit by its Owner and any Occupant. Every Unit is also hereby subjected to a nonexclusive easement for overspray and runoff of water from any irrigation systems serving the Common Area. Under no circumstance will the Association or any Related Party of the Association be responsible for any property damage or personal injury resulting from any overspray or from the operation of the irrigation systems serving the Common Area.

15.7 Utility Cross Easements. Each Unit shall be subject to and benefit from easements under, above and through the Unit and adjoining Units for utilities, such as, culinary water, sanitary sewer, electricity, natural gas, air conditioner lines, ventilation lines, telecommunication lines, etc. to the extent necessary for the proper construction and operation of the Units in accordance with the design and architectural style of such Units and the Project. Such utilities shall be placed within the exterior walls, party walls, attic, and/or under the foundation. Any work performed related to such utilities shall be performed by the Association and an Owner shall not have the right to modify or interfere with such utilities. The Association shall have the benefit of the easements granted herein and shall have the right to reasonably access each Unit to the extent necessary to access, inspect, install, place, repair, maintain, and remove such utilities. The Association shall repair any damage to a Unit caused by such entry and activity by the Association. The Association shall provide prior written notice to the Owner of any Unit that is subject to any work related to the installation, placement, or maintenance of any such utilities. The Association shall use good faith efforts to minimize any disturbance to the Owner's use and enjoyment of the Owner's Unit related to the installation, placement, maintenance, or removal of such utilities.

15.8 Services Easement. The Common Area shall be subject to a license granted to Spanish Fork City and other Municipal Authorities for ingress to and egress from and across the Common Areas, including any sidewalks and parking areas for the purpose of providing police, fire and emergency services.

15.9 Encroachment Easements. Each Unit shall be subject to and benefit from (a) an easement for encroachment of eaves, roof overhangs and other architectural and design features that may encroach over the vertical plane of any Unit; (b) an easement for storm water drainage from the roof and rain gutter from one Unit to another Unit and the natural drainage of water from Unit to Unit in accordance with the architectural design of the Units; and (c) an easement within party walls for utilities, electrical cables, telecommunication cables and lines, and other similar improvements that are commonly located in interior and/or exterior walls.

15.10 Access Control. The Association, or its duly delegated representative, may operate an access control system for the Project or any portion of the Project.

15.11 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

15.12 Right of Entry. In addition to any other rights set forth herein, the Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety reasons, which right may be exercised by the Board, or the Association's officers, agents, employees, or managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner consistent with the terms and conditions of this Declaration.

15.13 Perpetuities. Pursuant to U.C.A. § 57-8a-108, the rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat a provision of this Declaration. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England; provided, however, to the extent applicable, this Declaration is subject to the Utah Statutory Rule Against Perpetuities (U.C.A. §75-2-1201, et seq.). The covenants, conditions, restrictions, or other provisions of this Declaration shall continue the longest period permitted by applicable law.

15.14 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Declarant (if during the Period of Administrative Control) and a vote of sixty-seven percent (67%) of the Class "A" Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Section 12 above, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

15.15 Cumulative Effect; Conflict. In the event of a conflict between or among this Declaration and the Governing Documents, the more restrictive covenants and restrictions shall govern.

15.16 Limitation of Liability; Indemnification.

15.16.1 In General. To the maximum extent permitted by the Utah Revised Nonprofit Corporation Act (U.C.A §16-6a-101, et seq.), the Association shall indemnify the following Persons against all expenses and liabilities actually incurred by such Persons in connection with a proceeding (as defined in U.C.A. §16-6a-102), including but not limited to, attorney's fees, witness fees (including expert witness fees), costs, and litigation related expenses, reasonably incurred or imposed upon them in connection with any proceeding to which they may be parties, or in which they may become involved, by reason of their being or

having served in those capacities on behalf of the Association (or by reason of having appointed, removed or controlled or failed to control members of the Board or the DRC), or any settlement of any such proceeding: (i) every director and officer of the Association, (ii) every member of the DRC or other committees of the Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Association. The Board further may elect to indemnify any agent of the Association. Any Person described in phrases (i), (ii), (iii) and (iv) of the first sentence of this Section shall be entitled to indemnification whether or not such Person is serving in the specified capacity at the time the expenses are incurred, and the Association shall pay or reimburse reasonable expenses incurred by any such Person who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by the Section 16-6a-904 of the Utah Revised Nonprofit Corporation Act (as amended from time to time); provided, however, that payment or reimbursement of expenses pursuant to the procedures set forth in the Utah Revised Nonprofit Corporation Act may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the Person in question to make the repayment referred to in such Section. This right of indemnification shall be in addition to, and not exclusive of, all other rights to which the Person to be indemnified may be entitled at law or otherwise.

15.16.2 Non-Liability of Officials. To the fullest extent permitted by law, none of the following Persons (the "***Released Persons***") shall be liable to any Member, Owner, Lessee, Occupant, the Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the following Persons reasonably believed to be within the scope of their representative duties: (i) every director and officer of the Association, (ii) every member of the DRC, or other committees of the Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Association. Each Owner, Occupant and other Person having any interest in the Project or entering upon or using any portion of the Project is deemed to acknowledge and accept the following:

(a) None of the Released Persons shall be liable or responsible for, or in any manner be guarantor or insurer of, the health, safety, or welfare of any Owner, Occupant or other Person entering upon or making use of any portion of the Project. Each Owner, Occupant and other Person assumes all risks associated with the use and enjoyment of the Project.

(b) None of the Released Persons shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of any utility line, equipment or substation, adjacent to, near, over, or on the Project. Each Owner, Occupant and other Person assumes all risks of personal injury, illness or other loss or damage arising from the presence of malfunction of any utility line, equipment or substation adjacent to, near, over or on the Project.

(c) No provision of this Declaration or any other Governing Document shall be construed or interpreted as creating a duty by any of the Released Persons to protect or further the health, safety or welfare of any Person, even if funds of the Association are used for such a purpose.

15.16.3 Liability Arising From Conduct of Owners. Each Owner, Lessee, Occupant, and their respective Related Parties hereby indemnifies, holds harmless, and agrees to defend (with counsel reasonably acceptable to the indemnified party) the Declarant, the Association, and their Related Parties from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and all other legal actions caused through the willful or negligent act or omission of an Owner, a Lessee, an Occupant, or their respective Related Parties.

15.16.4 Subsequent Statutory Authority. If any applicable law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 15.16, then liability will be limited or expanded to the fullest extent permitted by such applicable law.

15.16.5 No Impairment. Any repeal, amendment or modification of this Section 15.16 may not adversely affect any rights or protection existing at the time of the amendment.

15.17 Request for Payoff Information. An Owner may request payoff information from the Association needed in connection with the financing, refinancing, or closing of an Owner's Parcel by: (a) providing written notice to the designated manager for the Association requesting the payoff information, which notice must contain (i) the name, telephone number, and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information, and (b) a written consent for the release of the payoff information, which identifies the person requesting the information as a person to whom the payoff information may be released, and signed and dated by the Owner of the Parcel for which the payoff information is requested. The Association may charge a fee associated with providing the payoff information, which fee shall not exceed the amount permitted under applicable law and shall be subject to any requirements set forth in applicable law.\

15.18 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. A "***transfer***" shall include the following: (a) a conveyance, sale, or other transfer of a lot by deed, (b) the granting of a life estate in a Unit, (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity's share, stock, membership interests, or partnership interests in a twelve (12) month period. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

15.19 Notices. Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid; addressed to the Owner at the address provided by the Owner to the Association or to the Association at the

address of the Association. An Owner may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address. The Association may provide notice by electronic means, including text message, email, or through the Association's website; provided, however, an Owner, upon written notice to the Association, may require the Association to provide secondary notice to the Owner by First Class United States mail.

15.20 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss, theft, harm, or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone. By purchasing a Unit in this Association and/or being a member of the Association, Owners and Occupants agree that the Association and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

16 Mortgagee Provisions. The following provisions are for the benefit of holders of first Mortgages on Units in the Project. The provisions of this Section apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

16.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, therefore becoming an "***Eligible Holder***"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder or any Common Area serving the Project within which such Unit is located;

(b) any delinquency in the payment of assessments or charges owed on a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration or other Governing Documents relating to such Unit or the Owner or occupant thereof which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association and covering the Unit upon which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; or

(d) any proposed action which would require the consent of a specified

percentage of Eligible Holders.

16.2 No Priority. No provision of this Declaration or the other Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

16.4 Applicability of Section 16. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, Bylaws, or Utah law for any of the acts set out in this Section 16.

16.5 Mortgagee Rights. The Board may condition the effectiveness of an Owners' actions specified in this Declaration on the approval of a specified number or percentage of Mortgagees holding a security interest in the Units within the Project; or condition the effectiveness of the Association actions specified in this Declaration on the approval of a specified number or percentage of Mortgagee's that have extended credit to the Association. Notwithstanding the foregoing, such action or condition may not: (a) deny or delegate the Owners' or the Board's control over the Association's general administrative affairs; (b) prevent the Association or Board from commencing, intervening in, or settling any litigation or proceeding; or (c) prevent an insurance trustee or the Association from receiving or distributing insurance proceeds. The Board, however, may (i) require the Association to deposit the Association's Assessments before default with the Mortgagee's assigned the income; or (ii) require the Association to increase an assessment at the Mortgagee's direction by an amount reasonably necessary to pay the loan in accordance with the loan terms.

If a Mortgagee's consent is required to amend this Declaration or the Bylaws or for another Association action, such consent is presumed to have been granted if: (a) the Association sends written notice of the proposed amendment or action by certified or registered mail to the Mortgagee's address stated in a recorded document evidencing the security interest; and (b) the person designated in a notice to receive the Mortgagee's response does not receive a response within sixty (60) days after the Association sends the notice as provided herein. If a Mortgagee's address for receiving notice is not stated in a recorded document evidencing the security interest, the Association shall use reasonable efforts to find a mailing address for the Mortgagee and may send the notice to any address obtained through such efforts. If a Mortgagee responds in writing within sixty (60) days after the Association sends notice as provided above that the security interest has been assigned or conveyed to another person, the Association shall: (i) send a notice to the person assigned or conveyed the security interest at the address provided by the security holder in the security holder's response; or (ii) if no address is provided: (1) use reasonable efforts to find a mailing address for the person assigned or conveyed the security interest; and (2) send notice by certified or registered mail to the person at the address that the Association finds. The Association may not presume the Mortgagee's consent is obtained unless the person designated in a notice to receive the response from the person assigned or conveyed the security interest does not receive a response within sixty (60) days after the Association sends the notice.

Subject applicable law, a Mortgagee which has extended credit to an Association secured by an assignment of income or an encumbrance of the Common Area may enforce the Mortgagee's security agreement as provided in the agreement.

17 Declarant's Rights

17.1 Transfer of Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the other Governing Documents may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the other Governing Document, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Utah County, Utah.

17.2 Construction and Sale Activity. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant and any builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant and such designated builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively. The Declarant shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any street or other parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time to time to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.

17.3 Application to Declarant. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, Declarant's Related Parties or contractors, or parties designated by Declarant in connection with the construction, completion, sale or leasing of the Units, Common Area or the Project. Without limiting the generality of this Section 17 in any way, and notwithstanding anything to the contrary contained in this Declaration, (a) Declarant is expressly exempted from the provisions of this Declaration requiring submission to or authorizations by the DRC, (b) Declarant shall have the right to erect, operate and maintain one or more administrative and sales offices on any portion of the Project owned by or leased to Declarant or the Association (including but not limited to Units), and (c) neither the provisions of Section 13, nor the Architectural Guidelines, nor any comparable provisions in any Governing Document shall apply to Improvements built by Declarant, and any Improvements built by Declarant may have an architectural style and present general aesthetics that are quite different from the architectural style and aesthetics elsewhere in the Project.

17.4 No Recordation. So long as Declarant continues to have rights under this

paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Project without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

18 HUD APPROVAL. The Declarant and the Association desire that the Project shall become and remain an approved project by the U.S. Department of Housing and Urban Development ("***HUD***") and the Federal Housing Administration ("***FHA***"). It is acknowledged that the requirements for approval by HUD and FHA may change over time. In the event of any conflict between the terms and conditions of this Declaration and the Governing Documents and the HUD and/or FHA approval guidelines for the Project, the terms and conditions of this Declaration and the Governing Documents shall be modified to be in compliance with the then existing requirements of FHA and HUD subject to the Act and any applicable laws. In the event of any conflict between the Act (and any applicable laws), the Declaration, and any HUD and/or FHA approval guidelines, the Act (and any applicable laws) shall control and govern. Notwithstanding the above, the Declarant during the Period of Administrative Control or at least sixty-seven percent (67%) of the Owners at a meeting of the Association may modify this provision whereby the Declaration and other Government Documents shall no longer be subject to the then existing requirements of FHA and HUD.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this Declaration this ____ day of _____, 20___.

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of _____)

On the ____ day of _____, 20___, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of _____, a _____, and who acknowledged to me that said entity executed it.

_____
NOTARY PUBLIC

EXHIBIT A

[Legal Description of the Property]

EXHIBIT B

[Bylaws]

4824-8916-8546, v. 1

NOTE: THE CONTRACTOR SHALL CALL "BLUE STAKES" 1-800-662-4111 AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

SUNSET VILLAGE

900 NORTH 200 WEST, SPANISH FORK, UTAH
FINAL PLAN SET
OCTOBER 2021

SHEET #	DESCRIPTION
1	COVER SHEET
2	RECORDABLE PLAT
3	EXISTING TOPOGRAPHY
4	UTILITY & INDEX SHEET
5	GRADING & DRAINAGE PLAN
PP-01	PLAN & PROFILE - 900 NORTH
PP-02	PLAN & PROFILE - 900 NORTH
PP-03	PLAN & PROFILE - SUBDIVISION ROAD
PP-04	PLAN & PROFILE - SUBDIVISION ROAD
SS-01	PLAN & PROFILE - SEWER
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET

LEGEND

	PROPERTY LINE
	CENTERLINE
	PHASE LINE
EX.SS	EXISTING SEWER LINE W/MH
EX.SD	EXISTING SD LINE
EX.CUL	EXISTING CULINARY WATERLINE W/VALVE
EX.IRR	EX. PRESSURIZED IRRIGATION W/VALVE
	EXISTING FIRE HYDRANT
8"SS	PROPOSED SEWER LINE W/MH
SD	PROPOSED STORM DRAIN LINE
8"CUL	PROPOSED CULINARY WATERLINE W/VALVE
	PROPOSED FIRE HYDRANT
4592	EXISTING CONTOUR
4592	PROPOSED CONTOUR
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	FLOW DIRECTION FOR STORM WATER
	EXISTING POWER POLE
	EXISTING TREE

DATA TABLE
1. TOTAL AREA OF DEVELOPMENT - 3.85 ACRES
2. TOTAL AREA OF PHASE 1 - 3.85 ACRES
3. TOTAL NUMBER OF UNITS - 23 UNITS
4. BUILDING AREA - 1.12
5. IMPERVIOUS AREA - 1.25 ACRES
6. LANDSCAPING - 1.48 ACRES
7. DENSITY UNITS/ACRE - 5.97
8. TOTAL AREA IN FLOOD ZONE - 0

CURRENT ZONE - R-3
PROPOSED ZONE - PUD

BASIS OF BEARING:

US STATE PLANE SYSTEM NAD 83, UTAH CENTRAL ZONE



VICINITY MAP
-NTS-

GENERAL NOTES

1) ALL CONSTRUCTION TO MEET SPANISH FORK CITY STANDARD SPECIFICATIONS AND DRAWINGS.
2) ALL STREETS WILL BE 60' WIDE WITH EXCEPTION TO 200 EAST. (99' WIDE)
3) ALL SEWER MAINS ARE 8" PVC.
4) ALL WATER CULINARY MAINS ARE 8" PVC (C-900).
5) ALL CULINARY WATER SERVICE CONNECTIONS ARE 1" WITH METERS PLACED AT THE MID-LOT LINE.
   WATER METERS WILL NOT BE ALLOWED IN DRIVE APPROACHES.
   NO CONNECTIONS ARE PERMITTED BETWEEN THE CORP. STOP AND SETTER.
6) ALL SEWER LATERALS ARE 4" PVC PLACED A MINIMUM OF 10 FEET FROM WATER METERS.
7) STREET LIGHTS TO BE DESIGNED IN ACCORDANCE TO SPANISH FORK CITY SPECIFICATIONS.
8) ALL RECOMMENDATIONS MADE IN THE GEOTECHNICAL INVESTIGATION SHALL BE FOLLOWED EXPLICITLY.
9) GAS LINES WILL BE INSTALLED IN THE SAME TRENCH WITH THE WATER LINES.

OWNER/DEVELOPER
DIANE M. DANIELS
PHONE: 801-465-4133
ADDRESS: 555 W 100 S
PAYSON, UT 84651

ENGINEER/SURVEYOR
LUDLOW ENGINEERING
PHONE: 435-623-0897
EMAIL: brett_ludlow@hotmail.com
ADDRESS: 1451 S Main Street
Nephi, UT 84648

PROFESSIONAL ENGINEER
LICENSED
J. BRETT LUDLOW
NO. 4776536-2203
OCT. 29, 2021
STATE OF UTAH
STRUCTURAL ELEMENTS ONLY

LUDLOW ENGINEERING
LAND SURVEYOR
1451 SOUTH MAIN STREET
NEPHI, UT 84648
PHONE: 435-623-0897
FAX: 435-623-2381
www.ludlowengineers.com

REVISIONS
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

PROJECT NO.: LE 3251 SURVEYOR/DIRECTOR: D. PENROD
DATE: OCTOBER 2021 FIELD SURVEYOR: M. JACOBSEN
SCALE: N/A DRAWN: K. ROUNDY
REVISION: _____ CHECKED: B. LUDLOW

LUDLOW ENGINEERING & LAND SURVEYING
Subdivisions * Boundary Surveys * City Lot Surveys * ALTA Surveys
Claim Surveys * Control Networks * Construction Surveys * Topography
Civil * Sewer & Water Design * Residential & Commercial Structure
Subdivision Design * Site Plans * Road Design
1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

COVER SHEET

SUNSET VILLAGE
900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
SEPTEMBER 2021

SHEET 1



VICINITY MAP
–NTS–

LEGEND

- △ = CALCULATED POINT
- ◉ = FOUND REBAR
- ◕ = SET 5/8" REBAR WITH CAP
- ◈ = SECTION CORNER
- = LAND OWNER DEED DESCRIPTION LINE
- = SECTION LINE
- = DESCRIBED BOUNDARY
- XXX N. = ADDRESS

- = STREET DEDICATION TO SPANISH FORK CITY
- = PRIVATE OWNERSHIP
- = LIMITED COMMON (ALL DRIVEWAYS TO GARAGES TO BE LIMITED COMMON AND ALLEY WAYS AS SHOWN ON PLAT.)
- = COMMON AREA (ALL COMMON AREA IS PUBLIC UTILITY EASEMENT.) (EXCEPT DEDICATED STREETS.)

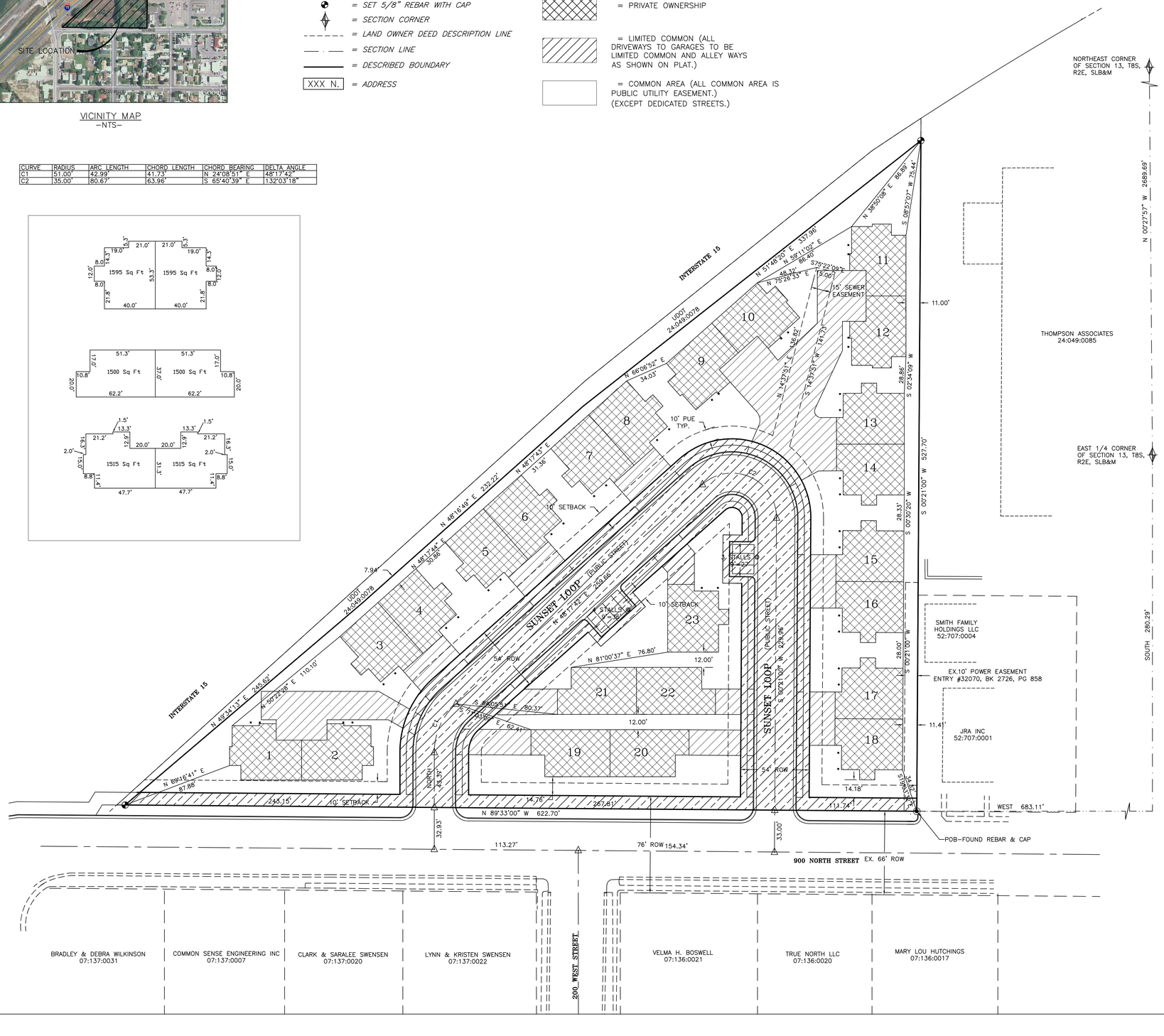
NOTE: THIS SUBDIVISION IS A MASTER PLANNED DEVELOPMENT PER SPANISH FORK CITY CODE 15.3.24.030.

N

0' 40' 80' 120'

SCALE
1"=40'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	51.00'	42.99'	41.73'	N 24°08'51" E	48°17'42"
C2	35.00'	80.67'	63.96'	S 65°40'39" E	132°03'18"



SURVEYOR'S CERTIFICATE

I, DARYL PENROD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO.5331527 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Beginning at a point on the North line of 900 North street which is South 280.29 feet and West 683.11 feet from the East 1/4 corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian, said point being the Southwest corner of the Spanish Fork Professional Center Condominiums, Plat A; thence N 89°33'00" W 622.70 feet along the North line of 900 North Street to the East ROW line of Interstate 15; thence N 49°34'13" E 245.62 feet along said ROW; thence N 48°16'49" E 232.22 feet along said ROW; thence N 51°48'20" E 337.96 feet along said ROW; thence S 00°21'00" W 527.70 feet along the West line of National Retail Properties LP and the West line of said Spanish Fork Professional Center Condominiums, Plat A, to the point of beginning.
Containing 3.85 ACRES

Basis of Bearing = Current Utah County Bearing System listed as US State Plane, NAD83, Utah Central Zone.

DATE

SURVEYOR
(SEE SEAL BELOW)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, DIANE DANIELS, THE UNDERSIGNED OWNER OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SPANISH FORK CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SPANISH FORK CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SPANISH FORK CITY, IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS____DAY OF_____, A.D. 2021.

DIANE DANIELS

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE _____ DAY OF_____ A.D. 20___PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES_____

NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE_____ CITY COUNCIL _____ OF _____ SPANISH FORK CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____DAY OF _____ A.D. 2021.

MAYOR — CITY COUNCILMAN
CITY COUNCILMAN — CITY COUNCILMAN
CITY COUNCILMAN — CITY COUNCILMAN

APPROVED_____ ATTEST _____

ENGINEER
(SEE SEAL BELOW)

CLERK–RECORDER
(SEE SEAL BELOW)

UTILITY EASEMENT DEDICATION

DIANE DANIELS, THE OWNER OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAT HEREBY CONSENT TO THE PREPERATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO SPANISH FORK CITY AND ALL PUBLIC UTILITY AGENCIES AND THEIR SUCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT OF WAY AS SHOWN BY THE AREAS MARKED "COMMON AREA" AND "LIMITED COMMON AREA," ON THE WITHIN PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN, ELECTRICAL, CABLE TELEVISION, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES APPURTANCES, TOGETHER WITH THE RIGHT OF ACCESS THERE TO.

RESERVATION OF COMMON AREA

DIANE DANIELS, IN RECORDING THIS PLAT OF SUNSET SENIOR VILLAGE DEVELOPMENT, HAS DESIGNATED CERTAIN AREAS OF LAND AS COMMON AREAS, AND LIMITED COMMON AREAS, INTENDED FOR THE USE BY THE OWNER IN SUNSET SENIOR VILLAGE DEVELOPMENT, FOR INGRESS, EGRESS, RECREATION, AND OTHER RELATED ACTIVITIES. THE DESIGNATED AREAS ARE NOT DEDICATED HEREBY FOR THE USE OF THE PUBLIC, EXCEPT FOR THE ABOVE DESCRIBED UTILITY EASEMENT DEDICATION TO SPANISH FORK CITY AND ALL PUBLIC UTILITY AGENCIES, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN SUNSET SENIOR VILLAGE DEVELOPMENT AS MORE FULLY PROVIDED IN THE DEDICATION OF COVENANTS AND RESTRICTIONS, APPLICABLE TO SUNSET SENIOR VILLAGE DEVELOPMENT SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS OFFICIAL PLAT AND BECOMES EFFECTIVE UPON THE DATE THAT THIS PLAT IS RECORDED IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF_____,A.D. 20___, BY THE PLANNING COMMISSION

DIRECTOR SECRETARY — CHAIRMAN, PLANNING COMMISSION

SUNSET VILLAGE

MASTER PLANNED DEVELOPMENT
PER SPANISH FORK CODE 15.3.24.030

SPANISH FORK CITY, UTAH COUNTY, STATE OF UTAH

SCALE 1"= 40 FEET

FILE NUMBER: LE003251

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY–COUNTY ENGINEER SEAL	CLERK–RECORDER SEAL

LUDLOW ENGINEERING & LAND SURVEYING 1451 S. MAIN, NEPHI, UTAH, PHONE 623–0897

NOTE: THE CONTRACTOR SHALL CALL "BLUE STAKES" 1-800-662-4111 AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

N

0' 40' 80' 120'

SCALE
1"=40'

LEGEND

- PROPERTY LINE
- EX.SS — EXISTING SEWER LINE W/MH
- EX.SD — EXISTING SD LINE
- EX.CUL — EXISTING CULINARY WATERLINE W/VALVE
- EX.PI — EX. PRESSURIZED IRRIGATION W/VALVE
- 4592 — EXISTING CONTOUR
- EXISTING CURB AND GUTTER
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING TREE

INTERSTATE 15

UDOT 24:049:0078

EX.POWER PED
EX.ELECTRIC BOX
EX.FH
EX.6" FIRE LINE
EX.TREE TYP.
EX.EDGE OF DIRT PILE
EX.BUILDING
THOMPSON ASSOCIATES
24:049:0085
EX.EDGE OF ASPHALT
EX.DITCH W/DENSE TREES
EX.POWER PED
EX.ELEC BOX
SMITH FAMILY HOLDINGS LLC
52:707:0004
EX.BUILDING
EX.LIGHTPOLE
EX.10' POWER EASEMENT
ENTRY #32070, BK 2726, PG 858
JRA INC
52:707:0001
EX.BUILDING
EX.DRIVEWAY
EX.CULVERT
EX.DITCH
EX.POWER PED
EX.PHONE BOX
EX.COMM MH
EX.PP
EX.EOP
EX.PHONE MH
EX.SSMH
EX.36"SS
EX.16"CUL
EX.12"PI
EX.30"SS
EX.16"CUL/EX.12"PI
EX.CB
EX.SD BOX
EX.CUL
EX.6"PI
EX.6"CUL
EX.12"SS
300 WEST STREET
900 NORTH STREET
66' ROW 900 NORTH STREET
4555
4556
4557
4558
4559

BRADLEY & DEBRA WILKINSON
07:137:0031

COMMON SENSE ENGINEERING INC
07:137:0007

CLARK & SARALEE SWENSEN
07:137:0020

LYNN & KRISTEN SWENSEN
07:137:0022

VELMA H. BOSWELL
07:136:0021

TRUE NORTH LLC
07:136:0020

MARY LOU HUTCHINGS
07:136:0017

REVISIONS
1. 4.
2. 5.
3. 6.

PROJECT NO.: LE 3251 SURVEYOR/DIRECTOR: D. PENROD
DATE: JUNE 2021 FIELD SURVEYOR: M. JACOBSEN
SCALE: 1" = 40' DRAWN: K. ROUNDY
REVISION: CHECKED: B. LUDLOW

LUDLOW ENGINEERING & LAND SURVEYING
Subdivisions * Boundary Surveys * City Lot Surveys * ALTA Surveys
Claim Surveys * Control Networks * Construction Surveys * Topography
Civil * Sewer & Water Design * Residential & Commercial Structure
Subdivision Design * Site Plans * Road Design
1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

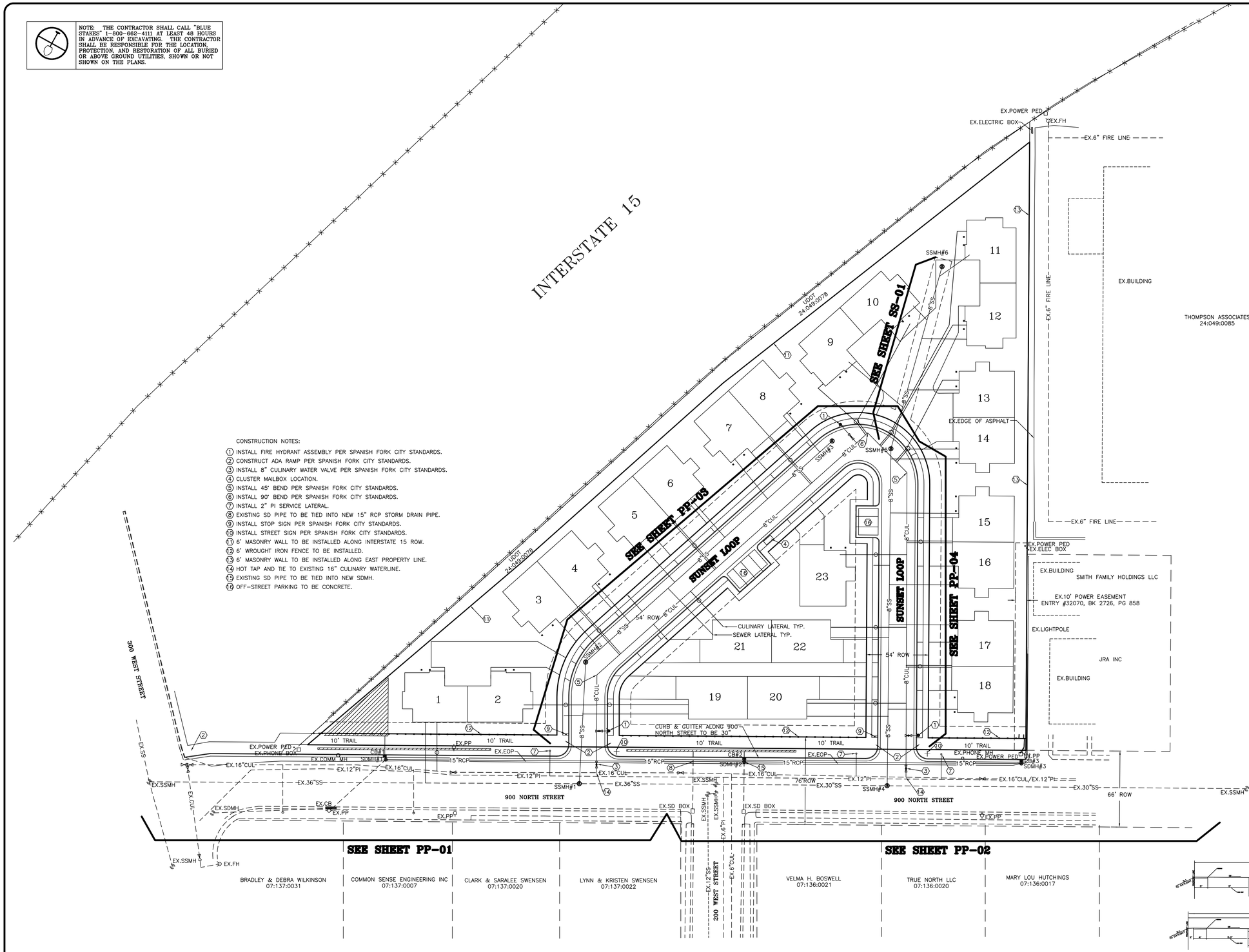
EXISTING TOPOGRAPHY

SUNSET VILLAGE

900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
JUNE 2021

SHEET
3

NOTE: THE CONTRACTOR SHALL CALL "BLUE STAKES" 1-800-662-4111 AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



CONSTRUCTION NOTES:

1. INSTALL FIRE HYDRANT ASSEMBLY PER SPANISH FORK CITY STANDARDS.
2. CONSTRUCT ADA RAMP PER SPANISH FORK CITY STANDARDS.
3. INSTALL 8" CULINARY WATER VALVE PER SPANISH FORK CITY STANDARDS.
4. CLUSTER MAILBOX LOCATION.
5. INSTALL 45° BEND PER SPANISH FORK CITY STANDARDS.
6. INSTALL 90° BEND PER SPANISH FORK CITY STANDARDS.
7. INSTALL 2" PI SERVICE LATERAL.
8. EXISTING SD PIPE TO BE TIED INTO NEW 15" RCP STORM DRAIN PIPE.
9. INSTALL STOP SIGN PER SPANISH FORK CITY STANDARDS.
10. INSTALL STREET SIGN PER SPANISH FORK CITY STANDARDS.
11. 6' MASONRY WALL TO BE INSTALLED ALONG INTERSTATE 15 ROW.
12. 6' WROUGHT IRON FENCE TO BE INSTALLED.
13. 6' MASONRY WALL TO BE INSTALLED ALONG EAST PROPERTY LINE.
14. HOT TAP AND TIE TO EXISTING 16" CULINARY WATERLINE.
15. EXISTING SD PIPE TO BE TIED INTO NEW SDMH.
16. OFF-STREET PARKING TO BE CONCRETE.

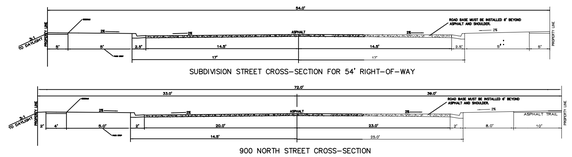
N

0' 40' 80' 120'

SCALE
1"=40'

LEGEND

- PROPERTY LINE
- CENTERLINE
- PHASE LINE
- EX.SS — EXISTING SEWER LINE W/MH
- EX.SD — EXISTING SD LINE
- EX.CUL — EXISTING CULINARY WATERLINE W/VALVE
- EX.IRR — EX. PRESSURIZED IRRIGATION W/VALVE
- EXISTING FIRE HYDRANT
- 8"SS — PROPOSED SEWER LINE W/MH
- SD — PROPOSED STORM DRAIN LINE
- 8"CUL — PROPOSED CULINARY WATERLINE W/VALVE
- PROPOSED FIRE HYDRANT
- 4592 — EXISTING CONTOUR
- 4592 — PROPOSED CONTOUR
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- FLOW DIRECTION FOR STORM WATER
- EXISTING POWER POLE
- EXISTING TREE



REVISIONS
1. 4.
2. 5.
3. 6.

PROJECT NO.: LE 3251 SURVEYOR/DIRECTOR: D. PENROD
DATE: OCTOBER 2021 FIELD SURVEYOR: M. JACOBSEN
SCALE: 1" = 40' DRAWN: K. ROUNDY
REVISION: CHECKED: B. LUDLOW

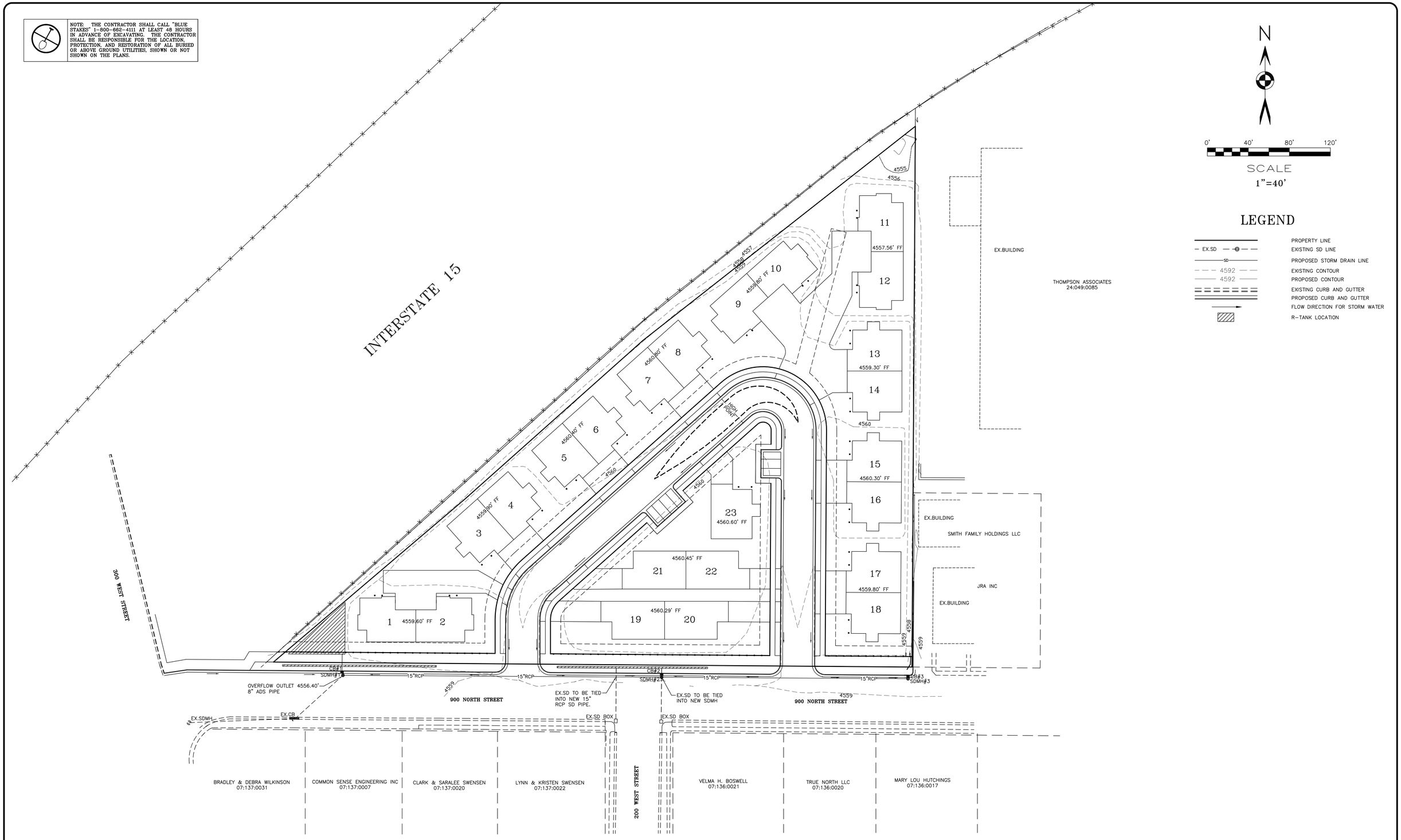
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1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

UTILITY & INDEX SHEET

SUNSET VILLAGE
900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
SEPTEMBER 2021

SHEET 4

NOTE: THE CONTRACTOR SHALL CALL "BLUE STAKES" 1-800-662-4111 AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



REVISIONS
1. 4.
2. 5.
3. 6.

PROJECT NO.: LE 3251 SURVEYOR/DIRECTOR: D. PENROD
DATE: SEPTEMBER 2021 FIELD SURVEYOR: M. JACOBSEN
SCALE: 1" = 40' DRAWN: K. ROUNDY
REVISION: CHECKED: B. LUDLOW

LUDLOW ENGINEERING & LAND SURVEYING
Subdivisions * Boundary Surveys * City Lot Surveys * ALTA Surveys
Claim Surveys * Control Networks * Construction Surveys * Topography
Civil * Sewer & Water Design * Residential & Commercial Structure
Subdivision Design * Site Plans * Road Design
1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

GRADING & DRAINAGE PLAN

SUNSET VILLAGE
900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
SEPTEMBER 2021

SHEET 5

CONSTRUCTION NOTES:

1. INSTALL FIRE HYDRANT ASSEMBLY PER SPANISH FORK CITY STANDARDS.
2. CONSTRUCT ADA RAMP PER SPANISH FORK CITY STANDARDS.
3. INSTALL 8" CULINARY WATER VALVE PER SPANISH FORK CITY STANDARDS.
4. CLUSTER MAILBOX LOCATION.
5. INSTALL 45° BEND PER SPANISH FORK CITY STANDARDS.
6. INSTALL 90° BEND PER SPANISH FORK CITY STANDARDS.
7. INSTALL 2" PI SERVICE LATERAL.
8. EXISTING SD PIPES TO BE TIED INTO NEW STORM DRAIN DESIGN.
9. INSTALL STOP SIGN PER SPANISH FORK CITY STANDARDS.
10. 6' MASONRY WALL TO BE INSTALLED ALONG EAST PROPERTY LINE.
11. HOT TAP & TIE TO EXISTING 16" CULINARY WATERLINE.
12. INSTALL STREET SIGN PER SPANISH FORK CITY STANDARDS.
13. 6' WROUGHT IRON FENCE TO BE INSTALLED ALONG 900 NORTH STREET.
14. 6' MASONRY WALL TO BE INSTALLED ALONG I-15 RIGHT OF WAY.

300 WEST STREET

INSTALL 686 R-TANKS REQUIRED
TOP OF R-TANKS=4556.25
HATCHED AREA=1,400 SF

EXTEND CURB & GUTTER TO 300 WEST STREET AND TIE INTO EXISTING IMPROVEMENTS.

STA. 00+39.09
TBC 4560.11

STA. 00+82.38
TBC 4559.53

EX.POWER PED

EX.PHONE BOX

EX.COMM MH

INSTALL 150.0 L.F. OF R-TANKS
TOP OF R-TANKS=4556.25

CB#1
STA. 01+74.57
TBC 4558.62
GRATE 4558.12

SDMH#1

CURB & GUTTER ALONG 900 NORTH STREET TO BE 30"

OVERFLOW OUTLET 4556.40'
8" ADS PIPE

TC 4558.83
TC 4559.30
TC 4559.16
TC 4559.16
TC 4559.45

1+02.67
4558.97'

SDMH#2

4559.41'

4560.12'

STA. 00+35.17
TBC 4559.11

STA. 00+22.24
TBC 4559.05

SEE SHEET PP-03

STA. 00+34.80
TBC 4559.11

INSTALL 150.0 L.F. OF R-TANKS
TOP OF R-TANKS=4556.25

STA. 03+76.25
TBC 4558.84

STA. 04+40.40
TBC 4558.63

CB#2
STA. 04+84.62
TBC 4558.47
GRATE 4557.97

CB#2

SDMH#2

STA. 05+37.35
TBC 4558.63

STA. 06+87.57
TBC 4558.84
STA. 05+90.07
TBC 4558.79

CURB & GUTTER ALONG 900 NORTH STREET TO BE 30"

SEE SHEET PP-04

MATCH LINE - STA 06+20 - SEE PAGE PP-02

1 2 19 20 21 22

900 NORTH STREET

200 WEST STREET

EX.SSMH
BENCHMARK #2 4558.12'
SEWER MANHOLE LID
INVERT = 4544.17

EX.SSMH
EX.FH
EX.CB
EX.SDMH
EX.SD BOX

SSMH#1
STA. 03+42.31
LID 4559.15
INV. 4544.51
60" MH REQ'D

BENCHMARK #1 4559.49'
SEWER MANHOLE LID
INVERT = 4544.62

SSMH#4
STA. 06+09.25
LID 4559.25
INV. 4544.71
60" MH REQ'D

BRADLEY & DEBRA WILKINSON
07:137:0031

COMMON SENSE ENGINEERING INC
07:137:0007

CLARK & SARALEE SWENSEN
07:137:0020

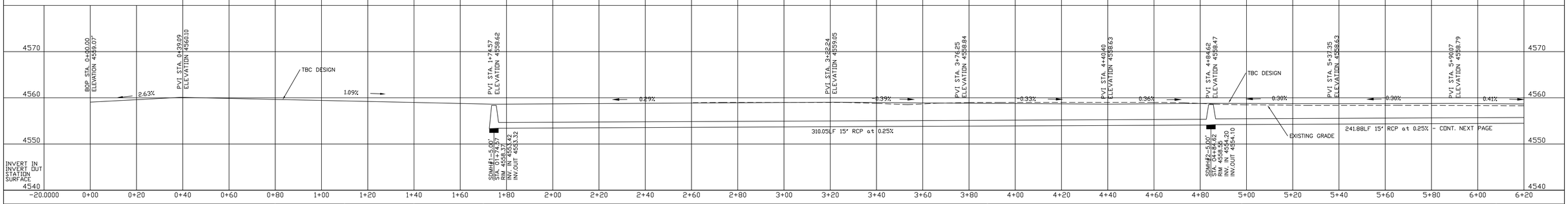
LYNN & KRISTEN SWENSEN
07:137:0022

VELMA H. BOSWELL
07:136:0021

N

0' 20' 40' 60'

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'



NO.	REVISIONS	BY	DATE

DES
DRN
CHK
APPD

DATE: SEPT. 2021

SCALE: 1" = 20'

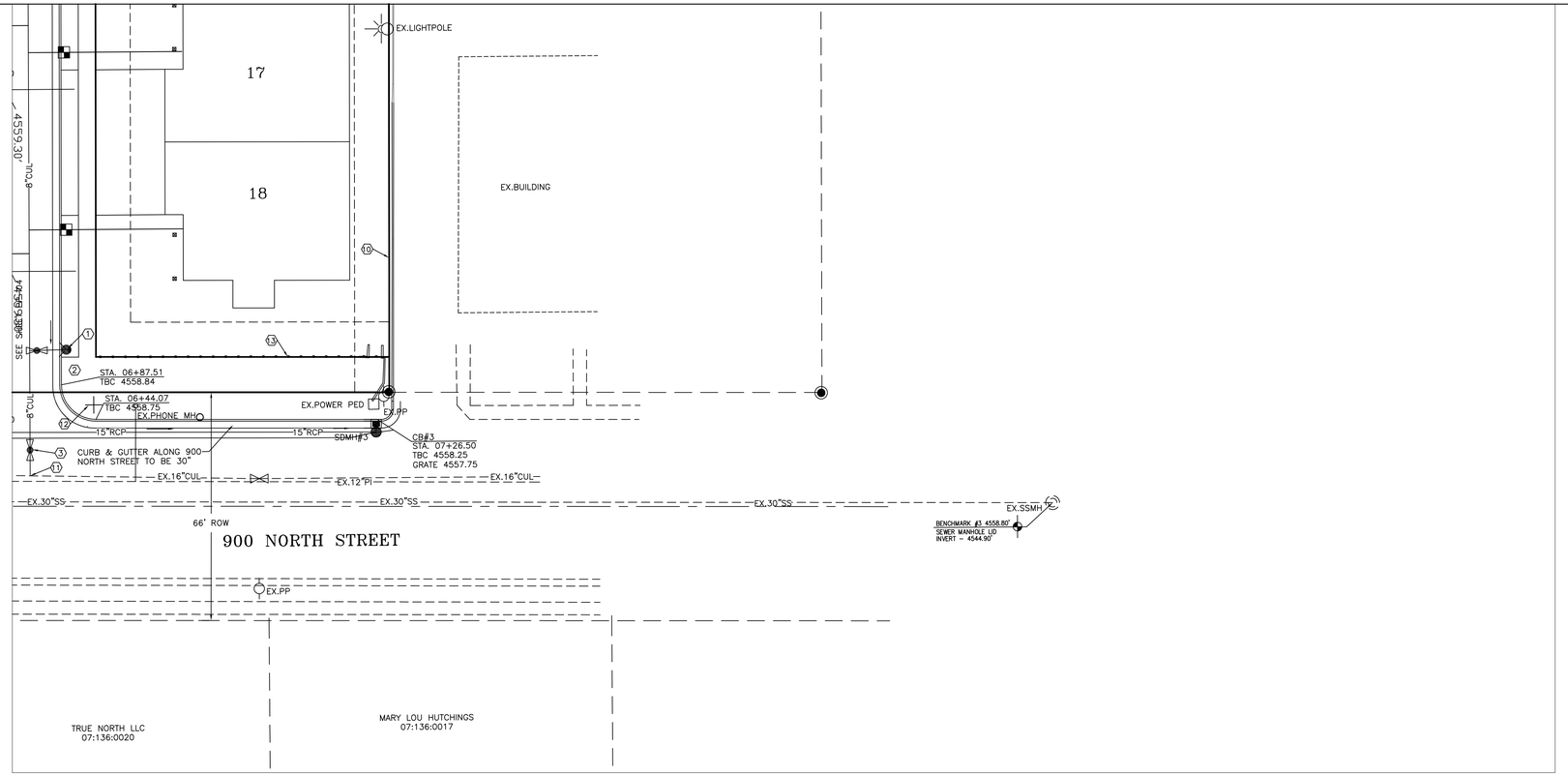
Ludlow Engineering & Land Surveying

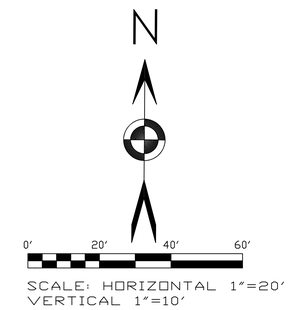
1451 South Main
Nephi, Utah 84648
(435) 623-0897

SUNSET VILLAGE

900 NORTH STREET
PLAN & PROFILE
STA. 00+00 TO STA. 06+20

SHEET
PP-01

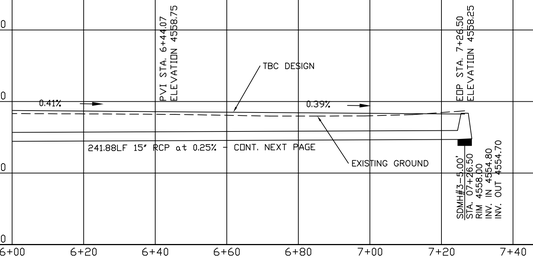




SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

CONSTRUCTION NOTES:

1. INSTALL FIRE HYDRANT ASSEMBLY PER SPANISH FORK CITY STANDARDS.
2. CONSTRUCT ADA RAMP PER SPANISH FORK CITY STANDARDS.
3. INSTALL 8" CULINARY WATER VALVE PER SPANISH FORK CITY STANDARDS.
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6. INSTALL 90° BEND PER SPANISH FORK CITY STANDARDS.
7. INSTALL 2" PI SERVICE LATERAL.
8. EXISTING SD PIPES TO BE TIED INTO NEW STORM DRAIN DESIGN.
9. INSTALL STOP SIGN PER SPANISH FORK CITY STANDARDS.
10. 6' MASONRY WALL TO BE INSTALLED ALONG EAST PROPERTY LINE.
11. HOT TAP & TIE TO EXISTING 16" CULINARY WATERLINE.
12. INSTALL STREET SIGN PER SPANISH FORK CITY STANDARDS.
13. 6' WROUGHT IRON FENCE TO BE INSTALLED ALONG 900 NORTH STREET.
14. 6' MASONRY WALL TO BE INSTALLED ALONG I-15 RIGHT OF WAY.



NO.	REVISIONS	BY	DATE

DES	DRN	CHK	APPD

DATE: SEPT. 2021

SCALE: 1" = 20'

Ludlow Engineering & Land Surveying

1451 South Main
Nephi, Utah 84648
(435) 623-0897

SUNSET VILLAGE

900 NORTH STREET
PLAN & PROFILE
STA. 06+20 TO STA. 07+26.50

SHEET: PP-02



NO.	REVISIONS	BY	DATE

DES
DRN
CHK
APPD

DATE
SEPT. 2021

SCALE
1" = 20'

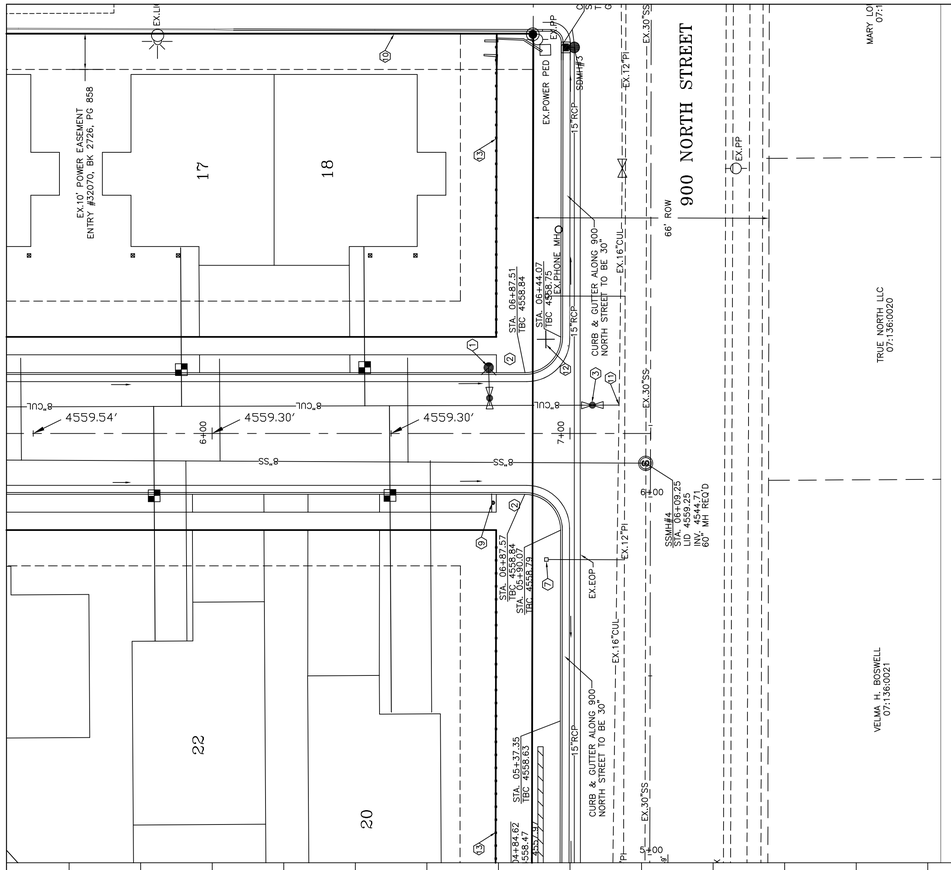
Ludlow Engineering & Land Surveying

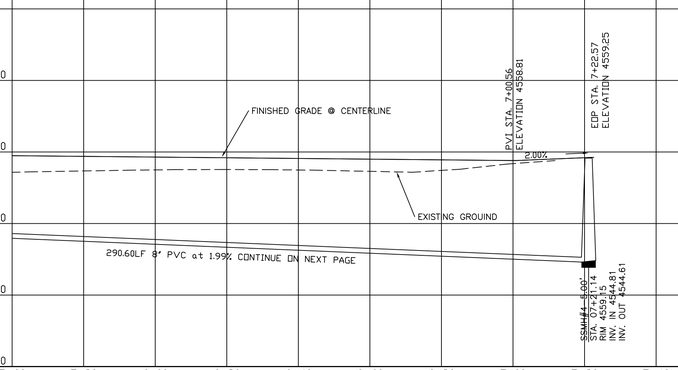
1451 South Main
Nephi, Utah 84648
(435) 623-0897

SUNSET VILLAGE

SUBDIVISION ROAD
PLAN & PROFILE
STA. 00+00 TO STA. 05+80

SHEET
PP-03









SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

CONSTRUCTION NOTES:

1. INSTALL FIRE HYDRANT ASSEMBLY PER SPANISH FORK CITY STANDARDS.
2. CONSTRUCT ADA RAMP PER SPANISH FORK CITY STANDARDS.
3. INSTALL 8" CULINARY WATER VALVE PER SPANISH FORK CITY STANDARDS.
4. CLUSTER MAILBOX LOCATION.
5. INSTALL 45° BEND PER SPANISH FORK CITY STANDARDS.
6. INSTALL 90° BEND PER SPANISH FORK CITY STANDARDS.
7. INSTALL 2" PI SERVICE LATERAL.
8. EXISTING SD PIPES TO BE TIED INTO NEW STORM DRAIN DESIGN.
9. INSTALL STOP SIGN PER SPANISH FORK CITY STANDARDS.
10. 6' MASONRY WALL TO BE INSTALLED ALONG EAST PROPERTY LINE.
11. HOT TAP & TIE TO EXISTING 16" CULINARY WATERLINE.
12. INSTALL STREET SIGN PER SPANISH FORK CITY STANDARDS.
13. 6' WROUGHT IRON FENCE TO BE INSTALLED ALONG 900 NORTH STREET.
14. 6' MASONRY WALL TO BE INSTALLED ALONG I-15 RIGHT OF WAY.

NO.	REVISIONS	BY	DATE

DES	
DRN	
CHK	
APPD	
DATE	SEPT. 2021
SCALE	1" = 20'

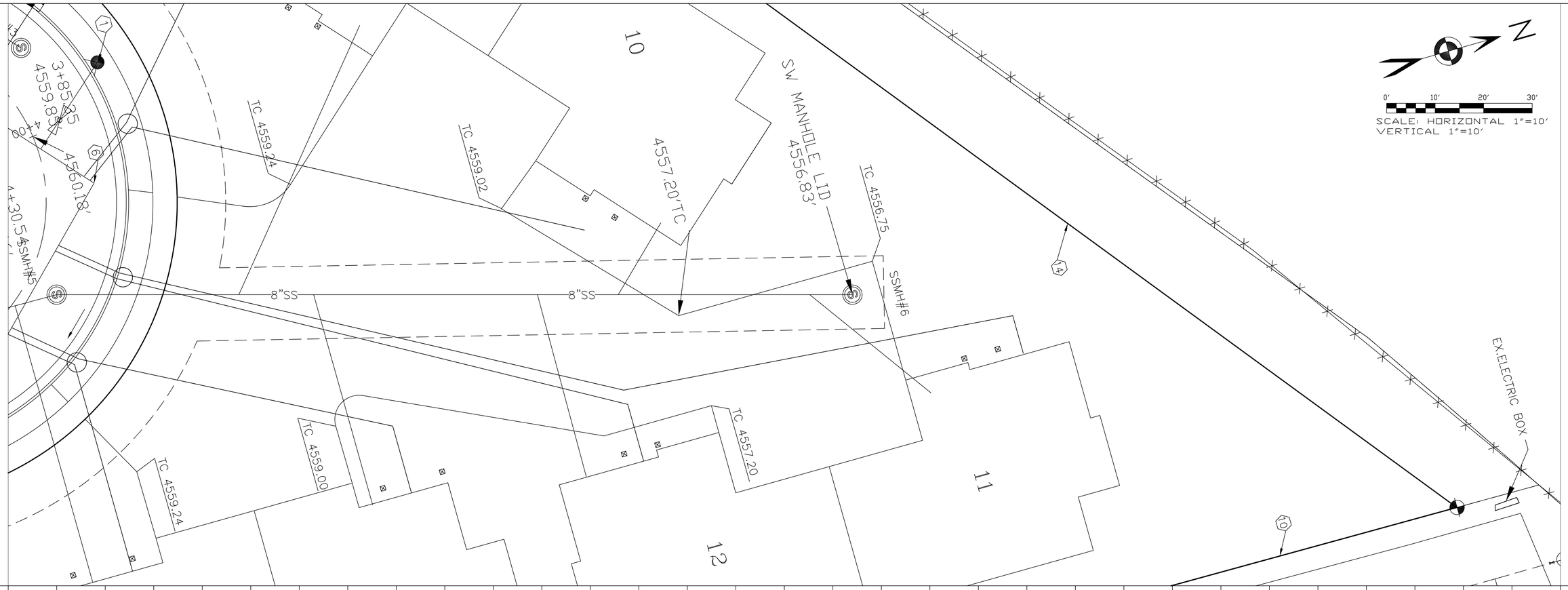
Ludlow
Engineering &
Land Surveying

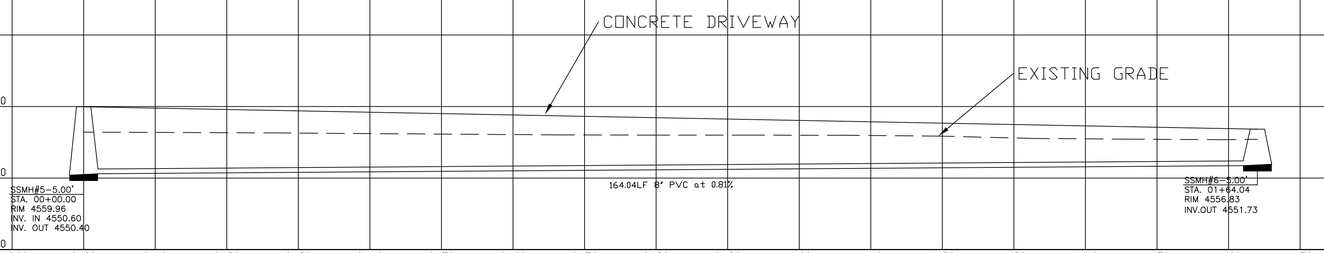
1451 South Main
Nephi, Utah 84648
(435) 623-0897

SUNSET VILLAGE

SUBDIVISION ROAD
PLAN & PROFILE
STA. 05+80 TO STA. 07+20

SHEET
PP-04





NO.	REVISIONS	BY	DATE

DES	
DRN	
CHK	
APPD	
DATE	SEPT. 2021
SCALE	1" = 10'

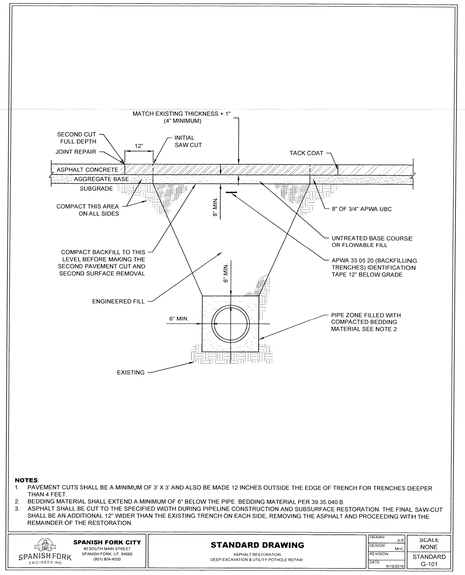
Ludlow Engineering &

1451 South Main
Nephi, Utah 84648
(435) 623-0897

SUNSET VILLAGE

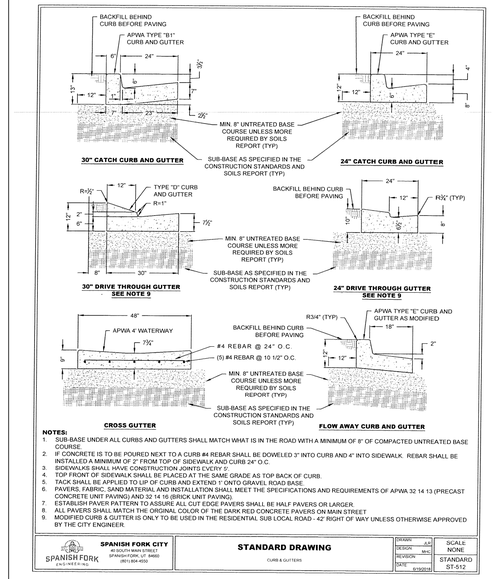
SEWER PLAN & PROFILE
STA. 00+00 TO STA. 06+20

SHEET
SS-01



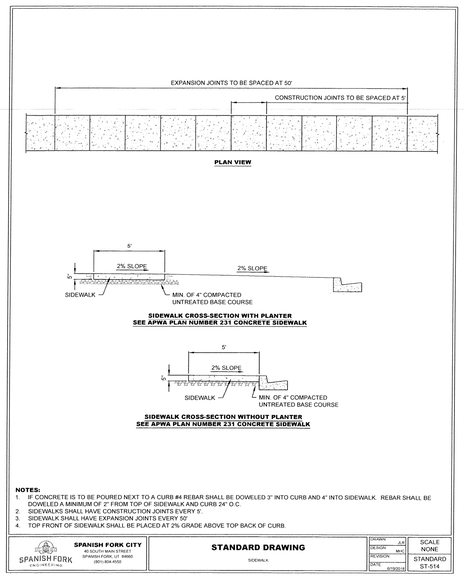
NOTES:
1. PAVEMENT CUTS SHALL BE A MINIMUM OF 3' X 3' AND ALSO BE MADE 12 INCHES OUTSIDE THE EDGE OF TRENCH FOR TRENCHES DEEPER THAN 4 FEET.
2. BEDDING MATERIAL SHALL EXTEND A MINIMUM OF 6" BELOW THE PIPE. BEDDING MATERIAL PER 39.35.040 B.
3. ASPHALT SHALL BE CUT TO THE SPECIFIED WIDTH DURING PIPELINE CONSTRUCTION AND SUBSURFACE RESTORATION. THE FINAL SAW-CUT SHALL BE AN ADDITIONAL 12" WIDER THAN THE EXISTING TRENCH ON EACH SIDE, REMOVING THE ASPHALT AND PROCEEDING WITH THE REMAINDER OF THE RESTORATION.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING ASPHALT RESTORATION DEEP EXCAVATION & UTILITY POTHOLE REPAIR	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD G-101



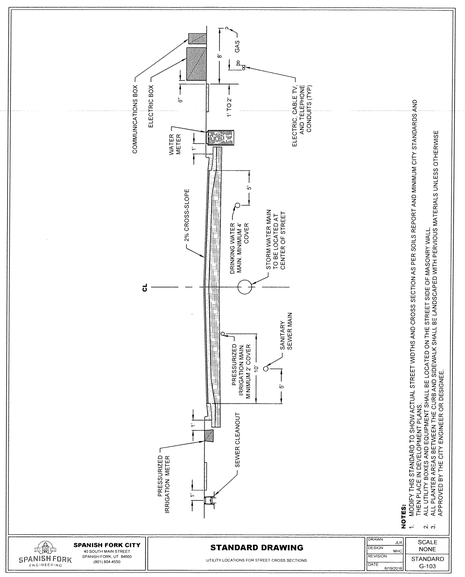
NOTES:
1. SUB-BASE UNDER ALL CURBS AND GUTTERS SHALL MATCH WHAT IS IN THE ROAD WITH A MINIMUM OF 8" OF COMPACTED UNTREATED BASE COURSE.
2. IF CONCRETE IS TO BE POURED NEXT TO A CURB #4 REBAR SHALL BE DOWELED 3" INTO CURB AND 4" INTO SIDEWALK. REBAR SHALL BE INSTALLED A MINIMUM OF 2" FROM TOP OF SIDEWALK AND CURB 24" O.C.
3. SIDEWALKS SHALL HAVE CONSTRUCTION JOINTS EVERY 5'.
4. TOP FRONT OF SIDEWALK SHALL BE PLACED AT THE SAME GRADE AS TOP BACK OF CURB.
5. TACK SHALL BE APPLIED TO LIP OF CURB AND EXTEND 1' ONTO GRAVEL ROAD BASE.
6. PAVERS, FABRIC, SAND MATERIAL AND INSTALLATION SHALL MEET THE SPECIFICATIONS AND REQUIREMENTS OF APWA 32 14 13 (PRECAST CONCRETE UNIT PAVING) AND 32 14 16 (BRICK UNIT PAVING).
7. ESTABLISH PAVER PATTERN TO ASSURE ALL CUT EDGE PAVERS SHALL BE HALF PAVERS OR LARGER.
8. ALL PAVERS SHALL MATCH THE ORIGINAL COLOR OF THE DARK RED CONCRETE PAVERS ON MAIN STREET
9. MODIFIED CURB & GUTTER IS ONLY TO BE USED IN THE RESIDENTIAL SUB LOCAL ROAD - 42' RIGHT OF WAY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING CURB & GUTTERS	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD ST-512



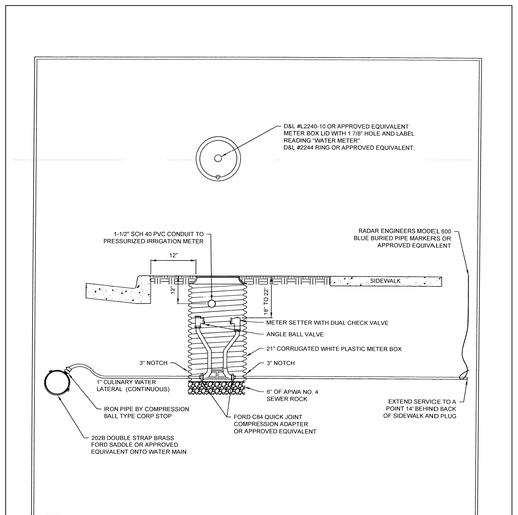
NOTES:
1. IF CONCRETE IS TO BE POURED NEXT TO A CURB #4 REBAR SHALL BE DOWELED 3" INTO CURB AND 4" INTO SIDEWALK. REBAR SHALL BE DOWELED A MINIMUM OF 2" FROM TOP OF SIDEWALK AND CURB 24" O.C.
2. SIDEWALKS SHALL HAVE CONSTRUCTION JOINTS EVERY 5'.
3. SIDEWALK SHALL HAVE EXPANSION JOINTS EVERY 50'
4. TOP FRONT OF SIDEWALK SHALL BE PLACED AT 2% GRADE ABOVE TOP BACK OF CURB.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING SIDEWALK	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD ST-514



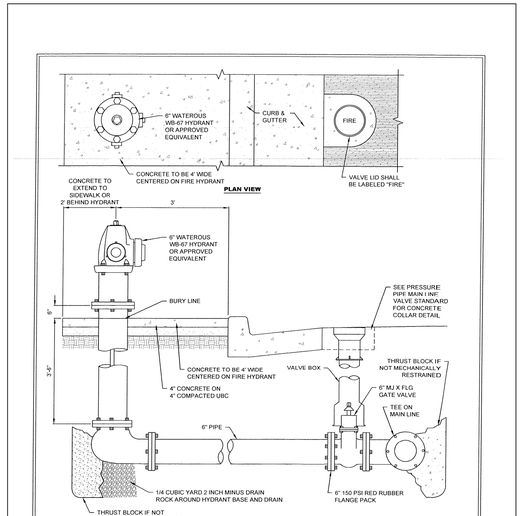
NOTES:
1. VERIFY THIS STANDARD TO SHOW ACTUAL STREET WIDTHS AND CROSS SECTION AS PER SOILS REPORT AND MINIMUM CITY STANDARDS AND THEN PLACE IN DEVELOPMENT PLANS.
2. ALL UTILITIES SHALL BE LOCATED ON THE STREET SIDE OF MASONRY WALL.
3. ALL PLANTER AREAS BETWEEN THE CURB AND SIDEWALK SHALL BE LANDSCAPED WITH PERVIOUS MATERIALS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR DESIGNEE.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING UTILITY LOCATIONS FOR STREET CROSS SECTIONS	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD G-103



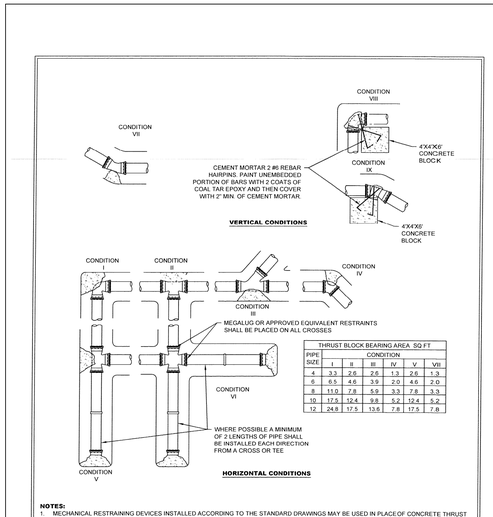
NOTES:
1. CULINARY WATER LATERAL SHALL BE 1" CONTINUOUS TYPE K COPPER OR SDR-9 CTS 200 PSI BLUE POLYPROPYLENE PIPE.
2. STAINLESS STEEL LINER INSERTS SHALL BE REQUIRED INSIDE POLYPROPYLENE PIPE AT COMPRESSION FITTINGS.
3. ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.
4. FOR PLANTER STRIPS LESS THAN 6' WIDE PLACE METER BOX IN CENTER OF PLANTER. WHERE THERE IS NO PLANTER, PLACE CENTER OF METER BOX 20' BEHIND SIDEWALK.
5. EXTEND 18 GAUGE WIRE 3' INTO METER BOX AND TAPE ENDS. BURY CONDUIT 12" BELOW GRADE.
6. WATER METERS LOCATED WITHIN THE DRIVEWAY SHALL HAVE A 48" PRECAST MANHOLE SECTION WITH D&L 1180 OR APPROVED EQUIVALENT MANHOLE FRAME AND LID THAT READS "WATER"

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING 1" WATER SERVICE	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD W-211



NOTES:
1. FIRE HYDRANTS SHALL BE PAINTED RED.
2. ALL BOLTS SHALL BE FREE FROM CONCRETE AND FULLY ACCESSIBLE.
3. IF THERE IS NOT A PLANTER STRIP, THE CENTER OF THE HYDRANT SHALL BE LOCATED 24" BEHIND THE SIDEWALK WITH A 4' BY 4' CONCRETE PAD CENTERED ON THE HYDRANT.
4. THERE SHALL BE NO OBSTACLES INCLUDING BUT NOT LIMITED TO POLES, UTILITY BOXES, TREES, FENCES, OR WALLS WITHIN 3' OF HYDRANT.
5. RISERS MAY ONLY BE USED WHEN AUTHORIZED BY THE CITY ENGINEER OR HIS/HER DESIGNEE.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING FIRE HYDRANT	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD W-209

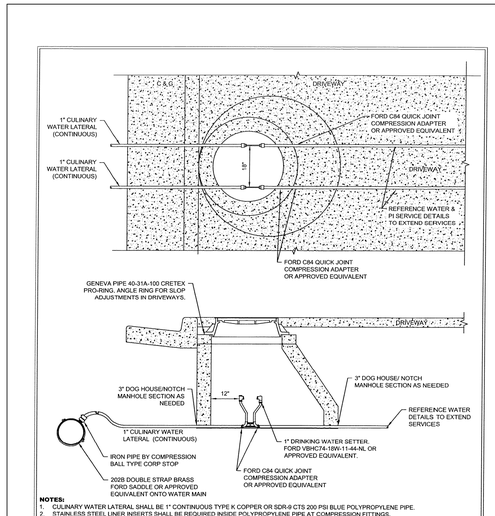


THRUST BLOCK BEARING AREA SQ FT

PIPE SIZE	CONDITION					
	I	II	III	IV	V	VIII
4	3.3	2.6	2.6	1.3	2.6	1.3
6	6.5	4.6	3.9	2.0	4.6	2.0
8	11.0	7.8	5.9	3.3	7.8	3.3
10	17.5	12.4	9.8	5.2	12.4	5.2
12	24.8	17.5	13.6	7.8	17.5	7.8

NOTES:
1. MECHANICAL RESTRAINING DEVICES INSTALLED ACCORDING TO THE STANDARD DRAWINGS MAY BE USED IN PLACE OF CONCRETE THRUST BLOCKS. USE MECHANICAL RESTRAINING IN UNSTABLE SOILS.
2. ALL CONCRETE THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL
3. A MINIMUM APWA CLASS 2000 PORTLAND CEMENT CONCRETE SHALL BE USED ON ALL HORIZONTAL THRUST BLOCKS AND APWA CLASS 4000 ON VERTICAL.
4. THRUST BLOCKS SHALL NOT INTERFERE WITH ACCESS TO JOINTS AND BOLTS.
5. FITTINGS SHALL BE ENCASED IN AN 8 MIL VINYL WRAP PLASTIC COVER.
6. ALL FITTING JOINTS SHALL BE MECHANICAL.
7. HORIZONTAL THRUST BLOCKS FOR PIPE WITH LARGER THAN 12" I.D. SHALL HAVE A DESIGN SUBMITTED THAT IS STAMPED BY A LICENSED PROFESSIONAL ENGINEER.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING CONCRETE THRUST BLOCKS FOR PRESSURE PIPE	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/19/2019	SCALE NONE STANDARD W-201



NOTES:
1. CULINARY WATER LATERAL SHALL BE 1" CONTINUOUS TYPE K COPPER OR SDR-9 CTS 200 PSI BLUE POLYPROPYLENE PIPE.
2. STAINLESS STEEL LINER INSERTS SHALL BE REQUIRED INSIDE POLYPROPYLENE PIPE AT COMPRESSION FITTINGS.
3. ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.
4. FOR PLANTER STRIPS LESS THAN 6' WIDE PLACE METER BOX IN CENTER OF PLANTER. WHERE THERE IS NO PLANTER, PLACE CENTER OF METER BOX 20' BEHIND SIDEWALK.
5. EXTEND 18 GAUGE WIRE 3' INTO METER BOX AND TAPE ENDS. BURY CONDUIT 12" BELOW GRADE.
6. WATER METERS LOCATED WITHIN THE DRIVEWAY SHALL HAVE A 48" PRECAST MANHOLE SECTION WITH D&L 1180 OR APPROVED EQUIVALENT MANHOLE FRAME AND LID THAT READS "WATER".
7. NON-TRAFFIC RATED METERS SHALL NOT BE LOCATED INLINE WITH DRIVEWAY OR GARAGE WITHOUT BEING APPROVED BY CITY ENGINEER OR HIS/HER DESIGNEE.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4500	STANDARD DRAWING DUAL 1" WATER SERVICE	DRAWN: AJI DESIGN: MHC REVISION: DATE: 8/5/2021	SCALE NONE STANDARD W-219

REVISIONS
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

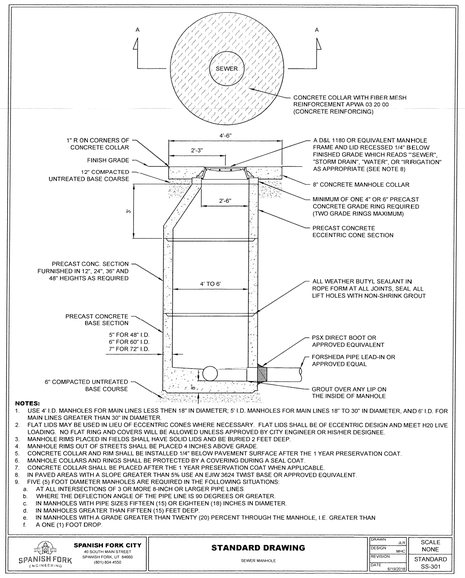
PROJECT NO.: LE 3251 SURVEYOR/DIRECTOR: D. PENROD
DATE: JUNE 2021 FIELD SURVEYOR: D. PENROD
SCALE: N/A DRAWN: K. ROUNDY
REVISION: _____ CHECKED: B. LUDLOW

LUDLOW ENGINEERING & LAND SURVEYING
Subdivisions * Boundary Surveys * City Lot Surveys * ALTA Surveys
Claim Surveys * Control Networks * Construction Surveys * Topography
Civil * Sewer & Water Design * Residential & Commercial Structure
Subdivision Design * Site Plans * Road Design
1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

DETAIL SHEET

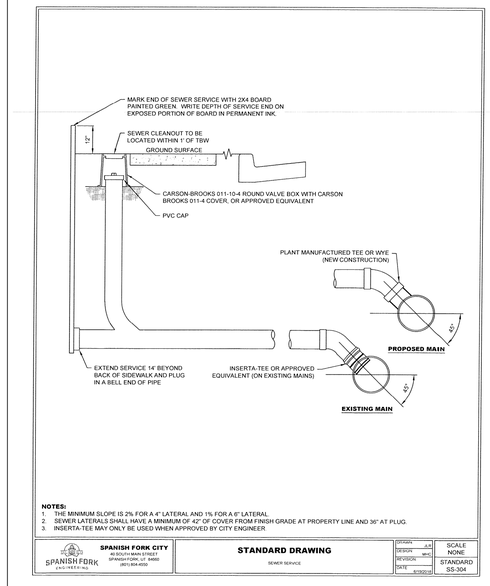
SUNSET VILLAGE
900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
JUNE 2021

SHEET DT 01 SHEETS



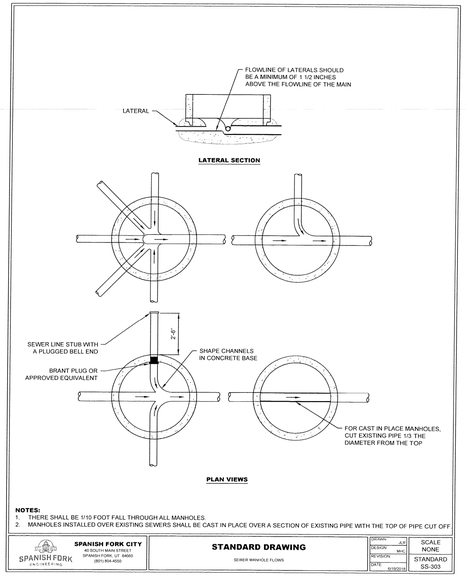
NOTES:
1. USE 4' I.D. MANHOLES FOR MAIN LINES LESS THEN 18" IN DIAMETER, 5' I.D. MANHOLES FOR MAIN LINES 18" TO 30" IN DIAMETER, AND 6' I.D. FOR MAIN LINES GREATER THAN 30" IN DIAMETER.
2. FLAT LIDS MAY BE USED IN LIEU OF ECCENTRIC CONES WHERE NECESSARY. FLAT LIDS SHALL BE OF ECCENTRIC DESIGN AND MEET H20 LIVE LOADING. NO FLAT RING AND COVERS WILL BE ALLOWED UNLESS APPROVED BY CITY ENGINEER OR HIS/HER DESIGNEE.
3. MANHOLE RIMS PLACED IN FIELDS SHALL HAVE SOLID LIDS AND BE BURIED 2 FEET DEEP.
4. MANHOLE RIMS OUT OF STREETS SHALL BE PLACED 4 INCHES ABOVE GRADE.
5. CONCRETE COLLAR AND RIM SHALL BE INSTALLED 1/4" BELOW PAVEMENT SURFACE AFTER THE 1 YEAR PRESERVATION COAT.
6. MANHOLE COLLARS AND RINGS SHALL BE PROTECTED BY A COVERING DURING A SEAL COAT.
7. CONCRETE COLLAR SHALL BE PLACED AFTER THE 1 YEAR PRESERVATION COAT WHEN APPLICABLE.
8. IN PAVED AREAS WITH A SLOPE GREATER THAN 5% USE AN EJIW 3624 TWIST BASE OR APPROVED EQUIVALENT.
9. FIVE (5) FOOT DIAMETER MANHOLES ARE REQUIRED IN THE FOLLOWING SITUATIONS:
   a. AT ALL INTERSECTIONS OF 3 OR MORE 8-INCH OR LARGER PIPE LINES.
   b. WHERE THE DEFLECTION ANGLE OF THE PIPE LINE IS 90 DEGREES OR GREATER.
   c. IN MANHOLES WITH PIPE SIZES FIFTEEN (15) OR EIGHTEEN (18) INCHES IN DIAMETER.
   d. IN MANHOLES GREATER THAN FIFTEEN (15) FEET DEEP.
   e. IN MANHOLES WITH A GRADE GREATER THAN TWENTY (20) PERCENT THROUGH THE MANHOLE, I.E. GREATER THAN A ONE (1) FOOT DROP.

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	SEWER MANHOLE	DESIGN: MHC	STANDARD: SS-301
		REVISION:	
		DATE: 8/29/2018	



NOTES:
1. THE MINIMUM SLOPE IS 2% FOR A 4" LATERAL AND 1% FOR A 6" LATERAL.
2. SEWER LATERALS SHALL HAVE A MINIMUM OF 42" OF COVER FROM FINISH GRADE AT PROPERTY LINE AND 36" AT PLUG.
3. INSERTA-TEE MAY ONLY BE USED WHEN APPROVED BY CITY ENGINEER

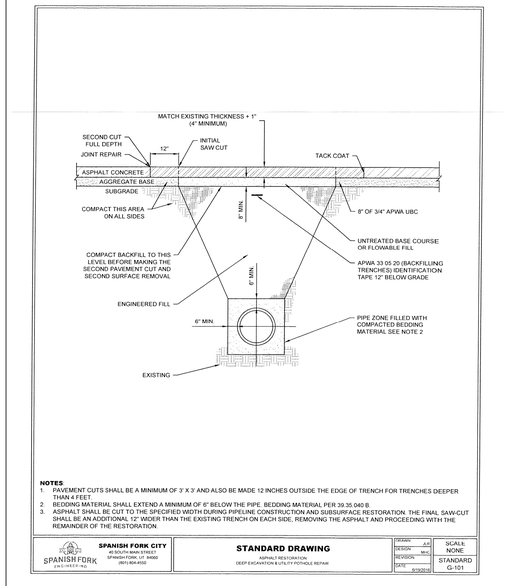
SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	SEWER SERVICE	DESIGN: MHC	STANDARD: SS-304
		REVISION:	
		DATE: 8/29/2018	



PLAN VIEWS

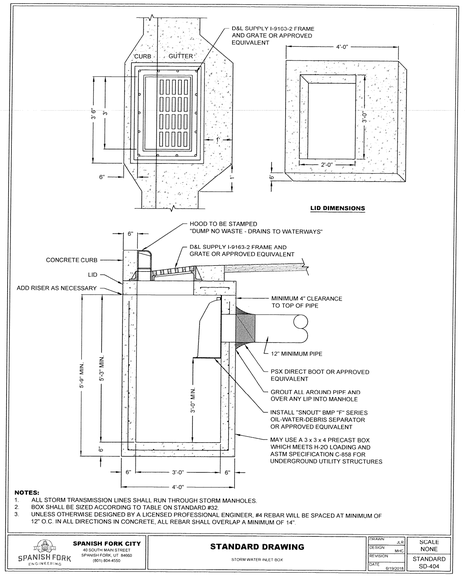
NOTES:
1. THERE SHALL BE 1/10 FOOT FALL THROUGH ALL MANHOLES.
2. MANHOLES INSTALLED OVER EXISTING SEWERS SHALL BE CAST IN PLACE OVER A SECTION OF EXISTING PIPE WITH THE TOP OF PIPE CUT OFF

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	SEWER MANHOLE FLOWS	DESIGN: MHC	STANDARD: SS-303
		REVISION:	
		DATE: 8/29/2018	



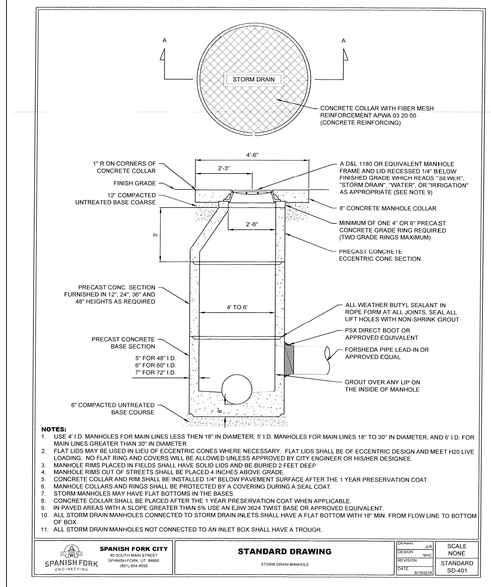
NOTES
1. PAVEMENT CUTS SHALL BE A MINIMUM OF 3' X 3' AND ALSO BE MADE 12 INCHES OUTSIDE THE EDGE OF TRENCH FOR TRENCHES DEEPER THAN 4 FEET.
2. BEDDING MATERIAL SHALL EXTEND A MINIMUM OF 6" BELOW THE PIPE. BEDDING MATERIAL PER 33 35 040 B
3. ASPHALT SHALL BE CUT TO THE SPECIFIED WIDTH DURING PIPELINE CONSTRUCTION AND SUBSURFACE RESTORATION. THE FINAL SAW-CUT SHALL BE AN ADDITIONAL 12" WIDER THAN THE EXISTING TRENCH ON EACH SIDE, REMOVING THE ASPHALT AND PROCEEDING WITH THE REMAINDER OF THE RESTORATION.

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	DEEP EXCAVATION & UTILITY PATCH/LIE REPAIR	DESIGN: MHC	STANDARD: C-101
		REVISION:	
		DATE: 8/29/2018	



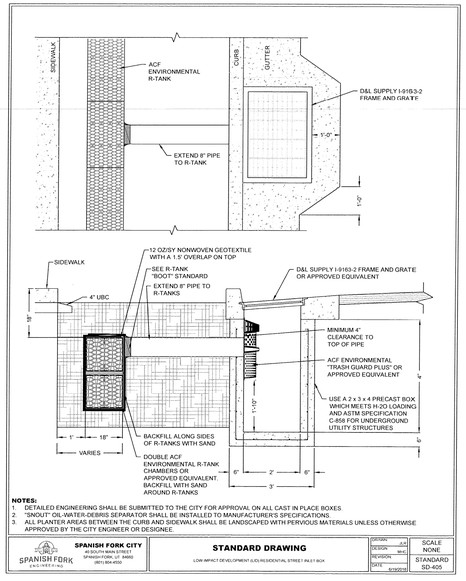
NOTES:
1. ALL STORM TRANSMISSION LINES SHALL RUN THROUGH STORM MANHOLES.
2. BOX SHALL BE SIZED ACCORDING TO TABLE ON STANDARD #32.
3. UNLESS OTHERWISE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER, #4 REBAR WILL BE SPACED AT MINIMUM OF 12" O.C. IN ALL DIRECTIONS IN CONCRETE, ALL REBAR SHALL OVERLAP A MINIMUM OF 14".

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	STORM WATER INLET BOX	DESIGN: MHC	STANDARD: SD-404
		REVISION:	
		DATE: 8/29/2018	



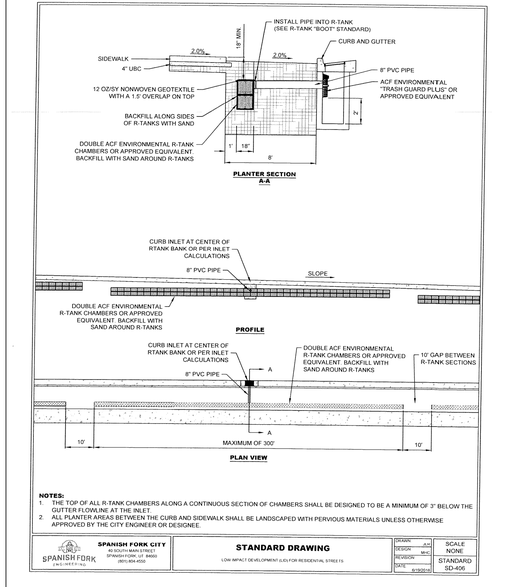
NOTES:
1. USE 4' I.D. MANHOLES FOR MAIN LINES LESS THEN 18" IN DIAMETER, 5' I.D. MANHOLES FOR MAIN LINES 18" TO 30" IN DIAMETER, AND 6' I.D. FOR MAIN LINES GREATER THAN 30" IN DIAMETER.
2. FLAT LIDS MAY BE USED IN LIEU OF ECCENTRIC CONES WHERE NECESSARY. FLAT LIDS SHALL BE OF ECCENTRIC DESIGN AND MEET H20 LIVE LOADING. NO FLAT RING AND COVERS WILL BE ALLOWED UNLESS APPROVED BY CITY ENGINEER OR HIS/HER DESIGNEE.
3. MANHOLE RIMS PLACED IN FIELDS SHALL HAVE SOLID LIDS AND BE BURIED 2 FEET DEEP.
4. MANHOLE RIMS OUT OF STREETS SHALL BE PLACED 4 INCHES ABOVE GRADE.
5. CONCRETE COLLAR AND RIM SHALL BE INSTALLED 1/4" BELOW PAVEMENT SURFACE AFTER THE 1 YEAR PRESERVATION COAT.
6. MANHOLE COLLARS AND RINGS SHALL BE PROTECTED BY A COVERING DURING A SEAL COAT.
7. STORM MANHOLES MAY HAVE FLAT BOTTOMS IN THE BASES.
8. CONCRETE COLLAR SHALL BE PLACED AFTER THE 1 YEAR PRESERVATION COAT WHEN APPLICABLE.
9. IN PAVED AREAS WITH A SLOPE GREATER THAN 5% USE AN EJIW 3624 TWIST BASE OR APPROVED EQUIVALENT.
10. ALL STORM DRAIN MANHOLES CONNECTED TO STORM DRAIN INLETS SHALL HAVE A FLAT BOTTOM WITH 18" MIN. FROM FLOW LINE TO BOTTOM OF BOX.
11. ALL STORM DRAIN MANHOLES NOT CONNECTED TO AN INLET BOX SHALL HAVE A TROUGH.

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	STORM DRAIN MANHOLE	DESIGN: MHC	STANDARD: SD-401
		REVISION:	
		DATE: 8/29/2018	



NOTES:
1. DETAILED ENGINEERING SHALL BE SUBMITTED TO THE CITY FOR APPROVAL ON ALL CAST IN PLACE BOXES.
2. "SNOUT" OIL-WATER-DEBRIS SEPARATOR SHALL BE INSTALLED TO MANUFACTURER'S SPECIFICATIONS.
3. ALL PLANTER AREAS BETWEEN THE CURB AND SIDEWALK SHALL BE LANDSCAPED WITH PERVIOUS MATERIALS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR DESIGNEE.

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	LOW IMPACT DEVELOPMENT (LID) RESIDENTIAL STREET INLET BOX	DESIGN: MHC	STANDARD: SD-405
		REVISION:	
		DATE: 8/29/2018	



PLANTER SECTION A-A

PROFILE

PLAN VIEW

NOTES:
1. THE TOP OF ALL R-TANK CHAMBERS ALONG A CONTINUOUS SECTION OF CHAMBERS SHALL BE DESIGNED TO BE A MINIMUM OF 3" BELOW THE GUTTER FLOWLINE AT THE INLET.
2. ALL PLANTER AREAS BETWEEN THE CURB AND SIDEWALK SHALL BE LANDSCAPED WITH PERVIOUS MATERIALS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR DESIGNEE.

SPANISH FORK CITY	STANDARD DRAWING	DRAWN: AJS	SCALE: NONE
40 SOUTH MAIN STREET, SPANISH FORK, UT 84660, (801) 804-4500	LOW IMPACT DEVELOPMENT (LID) FOR RESIDENTIAL STREETS	DESIGN: MHC	STANDARD: SD-406
		REVISION:	
		DATE: 8/29/2018	

REVISIONS

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

PROJECT NO.:- LE 3251 SURVEYOR/DIRECTOR:- D. PENROD
DATE:- JUNE 2021 FIELD SURVEYOR:- D. PENROD
SCALE:- N/A DRAWN:- K. ROUNDY
REVISION: _____ CHECKED:- B. LUDLOW

LUDLOW ENGINEERING & LAND SURVEYING
Subdivisions * Boundary Surveys * City Lot Surveys * ALTA Surveys
Claim Surveys * Control Networks * Construction Surveys * Topography
Civil * Sewer & Water Design * Residential & Commercial Structure
Subdivision Design * Site Plans * Road Design
1451 South Main, Nephi, Utah 84648 (435) 623-0897 FAX (435) 623-2381

DETAIL SHEET

SUNSET VILLAGE
900 NORTH 200 WEST
SPANISH FORK CITY, UTAH COUNTY, UTAH
JUNE 2021

SHEET DT 02 SHEETS



SPANISH FORK COMMUNITY DEVELOPMENT

PEG General Plan Amendment Approval Request

January 5, 2022, Planning Commission Meeting.

Located at 521 South 1550 West, including 19.89 acres.

The applicant has requested that a General Plan Land Use Map Designation amendment be approved. It is proposed that property be moved from a designation of Low Density Residential to Urban Density Residential.

The applicant has also provided a Concept Plan which includes 333 homes.

Key Issues

1. General Plan.
2. Zoning.
3. Density.
4. Compatibility.
5. Public Improvements.
6. Utilities.

Recommendation

That the proposed General Plan Amendment be recommended for approval based on the following findings:

Findings

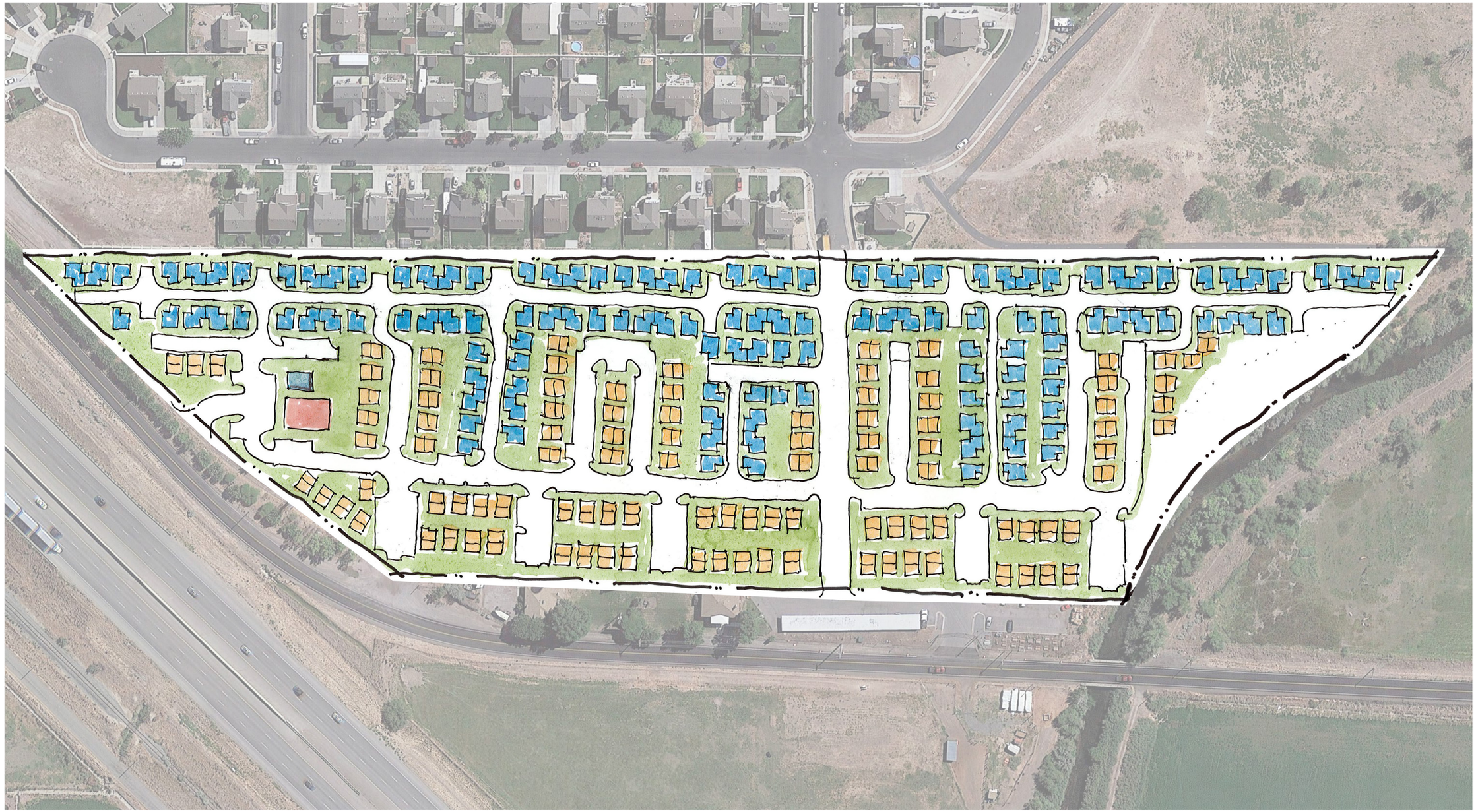
1. That the proposal helps to provide a range of housing types and price levels within the City.
2. That the location is suitable for a high-density residential development.

MGB+A
The Grassli Group

09 | 10 | 21

HORIZONTAL RESIDENTIAL

Spanish Fork
Conceptual Site Plan



UNITS	
Garage Units	129
Twin Homes	204
Total Units	333

PARKING	
Single Garage	74
Double Garage	108
Parking Slab	168
Surface Parking	308
Total Parking	658

Spanish Fork City,

PEG Companies requests an amendment to the Spanish Fork General Plan to change the designation of 521 S 1550 W from low-density residential to urban-density residential. After receiving the General Plan Amendment, PEG Companies intends to apply for a rezone of the property from I-2 to R-4. The parcel numbers include: 25:016:0013, 25:016:0018, and 25:0160025.

The site today consists of 19.89 acres and is currently occupied by Wasatch Pallet (a pallet refurbishing and manufacturing business) and a hog feed manufacturer. The subject property is occupied by nine main buildings, several support features, and several storage areas; the site includes a concrete smokestack. Five of the buildings were constructed in 1916 as a sugar beet processing facility (Utah and Idaho Sugar Company) and the remaining four buildings were built in the late 1990's and 2010.

Because of the century-long industrial use of the property, the land has extensive contamination that will need to be remediated to allow for residential use. Many of the existing structures are condemned, and the balance are old. All buildings onsite will need to be demolished. The processes of environmental remediation and demolition will be extensive. A change of plan and zone to urban density residential will pave the way to an improved neighborhood by eliminating an industrial use next to residential, cleaning up the environmental conditions, and removing noise, dust, and foul smells from the area. A professionally managed, residential neighbor will be a big improvement to the current residents and their neighborhood.

The subject property is in the path of growth and will provide residents easy access to an array of amenities. A new freeway exit will be built in the next ~10 years and UDOT has plans to add a future frontrunner station in the area. The property is adjacent to the Spanish Fork River and River Trail and the Urban Forest Spanish Fork Disc Golf Course; the Spanish Fork Sports Park is also nearby.

PEG Companies intends to develop single-family and duplex detached homes on a single plat. Floor plans will consist of one-, two-, and three-bedroom homes with attached garages, detached garages, and open parking. Homes will have private backyards/patios. The community may have private amenities including a clubhouse, pool, and dog-run. The property will be pet friendly and professionally landscaped.

Sincerely,

Jeremy Endicott (801) 369-3002
PEG Companies
180 N University Ave., Provo, UT 84601

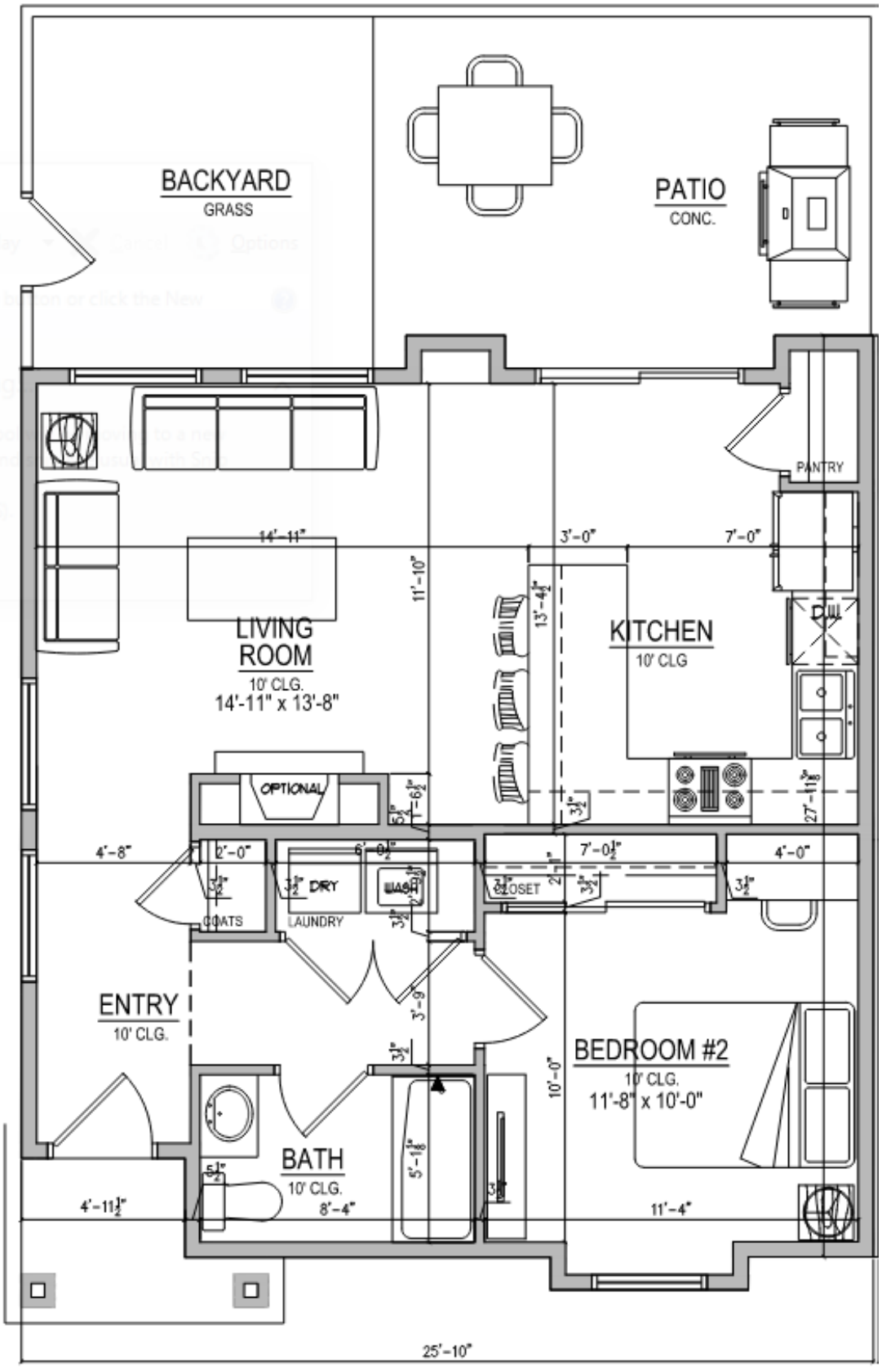
One-story Patio Homes



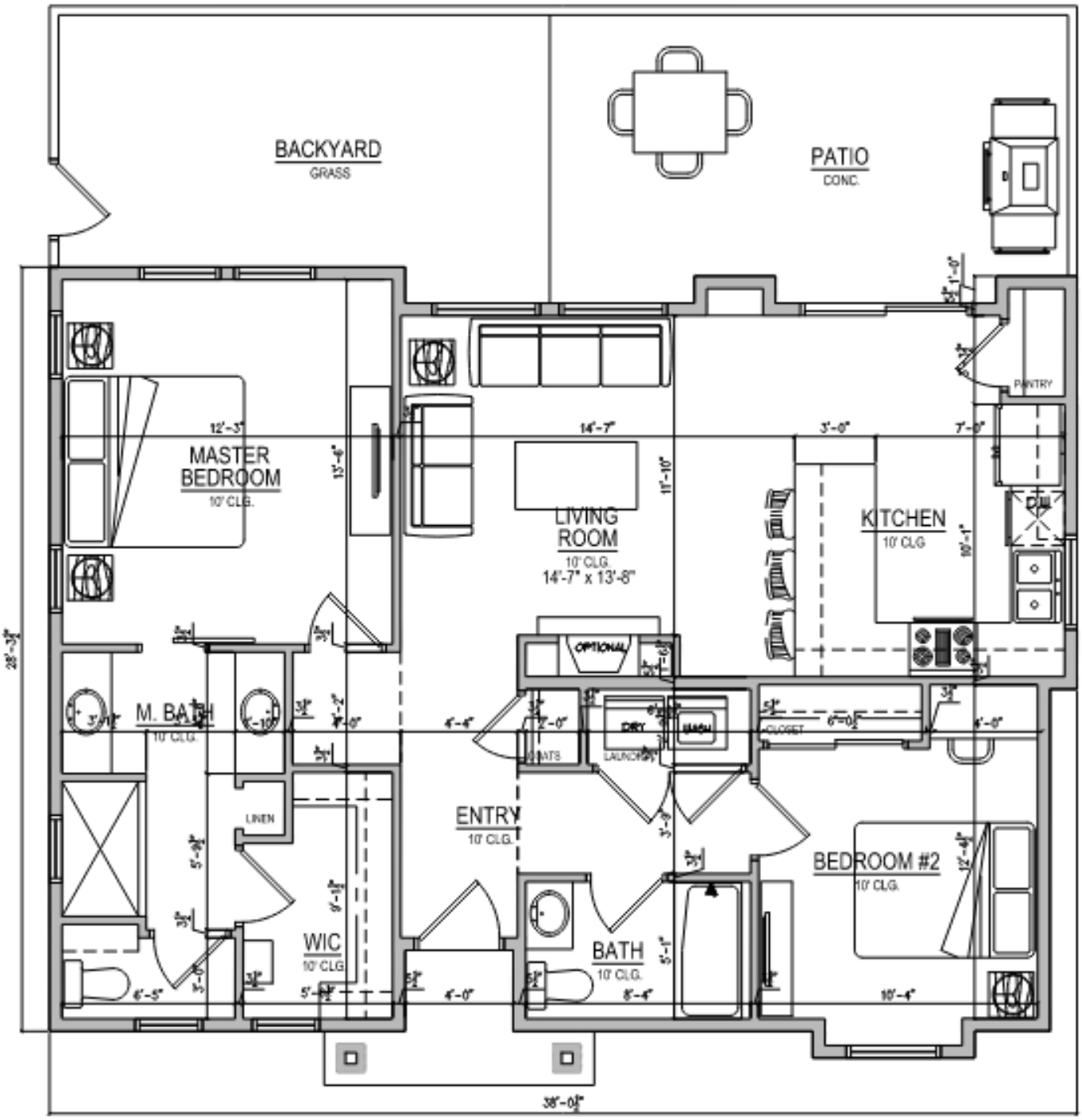




One-bedroom Floor Plan



Two-bedroom Floor Plan



Two-story Patio Homes





One-bedroom Floor Plan



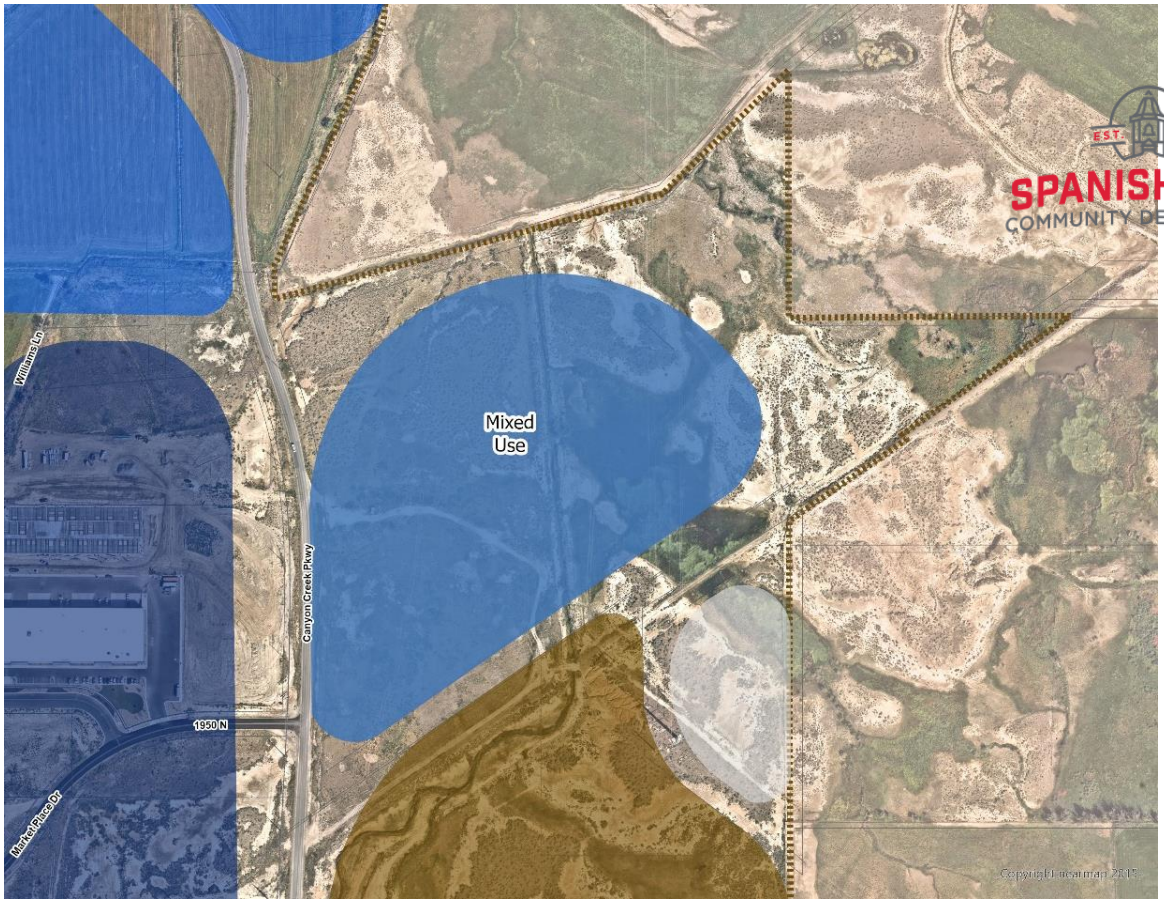
Two-bedroom Floor Plan



Three-bedroom Floor Plan







Canyon Creek Parkway General Plan Amendment Approval Request

January 5, 2022, Planning Commission Meeting.

Located at 2100 North Canyon Creek Parkway, including approximately 32 acres.

The applicant has requested that a General Plan Land Use Map amendment be approved. It is proposed that property be moved from the Industrial designation to Mixed Use.

Key Issues

1. General Plan.
2. Zoning.
3. 2700 North Area Interchange Land Use Plan.

Recommendation

That the proposed General Plan Amendment be recommended for approval based on the following findings:

Findings

1. That the proposal is generally consistent with the concepts presented in the 2700 North Area Interchange Land Use Plan.
2. That the property has access to transportation facilities that can accommodate the anticipated traffic potential uses would generate.



SPANISH FORK
COMMUNITY DEVELOPMENT

300 North Duplex Addition Zone Change Approval Request

January 5, 2022, Planning Commission Meeting.

Located at 455 East 300 North, including 0.5 acres.

The subject parcel is currently zoned R-1-6.

The applicant has requested that a Zone Change to the R-3 Zone with the Infill Overlay be approved.

Key Issues

1. Have the provisions of the Infill Overlay zone been met?
2. Utilities.
3. Masonry Walls.
4. Landscaping.
5. Power.
6. Setbacks.
7. Building Elevations.

Recommendation

That the proposed Zone Change for an additional duplex be recommended for approval based on the following findings and subject to the following conditions:

Findings

1. That the proposal is consistent with the City's General Plan Land Use Map Designation.
2. That with additional details the proposal can meet the intent of the Infill Overlay zone.

Conditions:

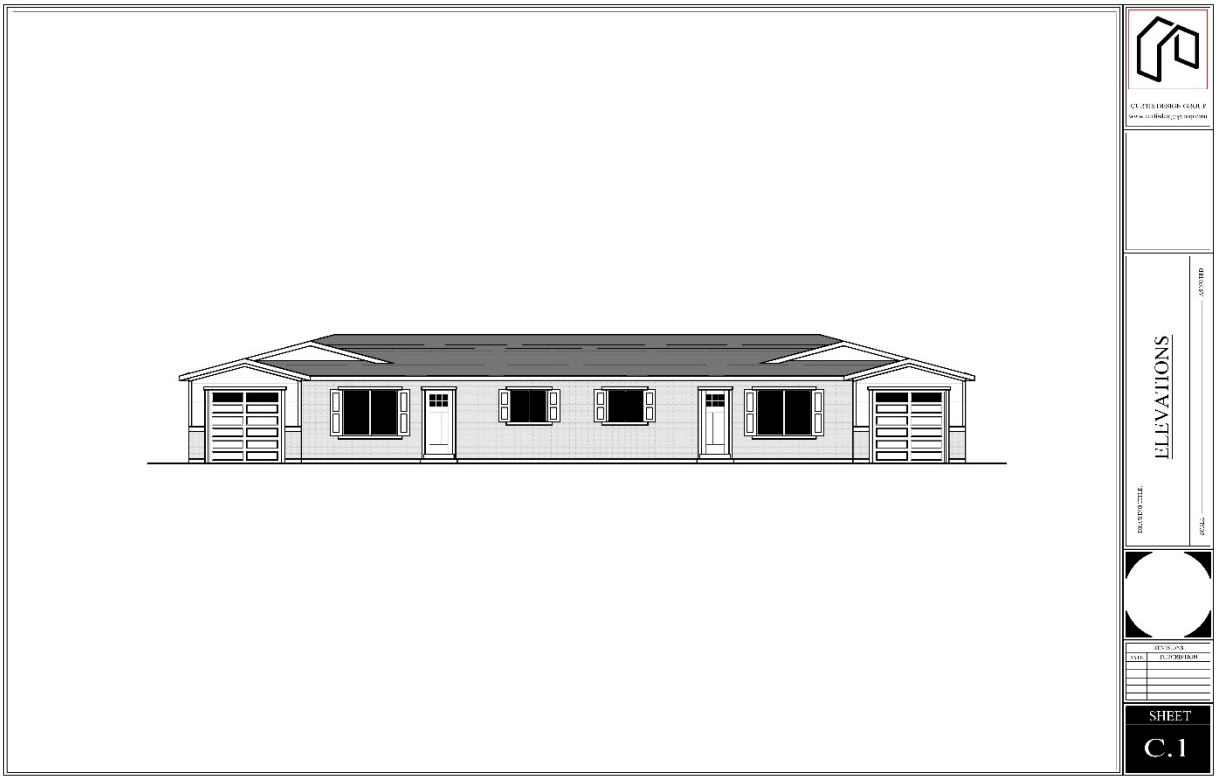
1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant replaces the concrete in the park strips with landscaping.
4. That street trees be provided every thirty (30) feet on the frontage.

Exhibits

1. Plans.
2. Elevations.
3. Landscaping.

CONCEPT DESIGN





CURTIS DESIGN GROUP

ELEVATIONS

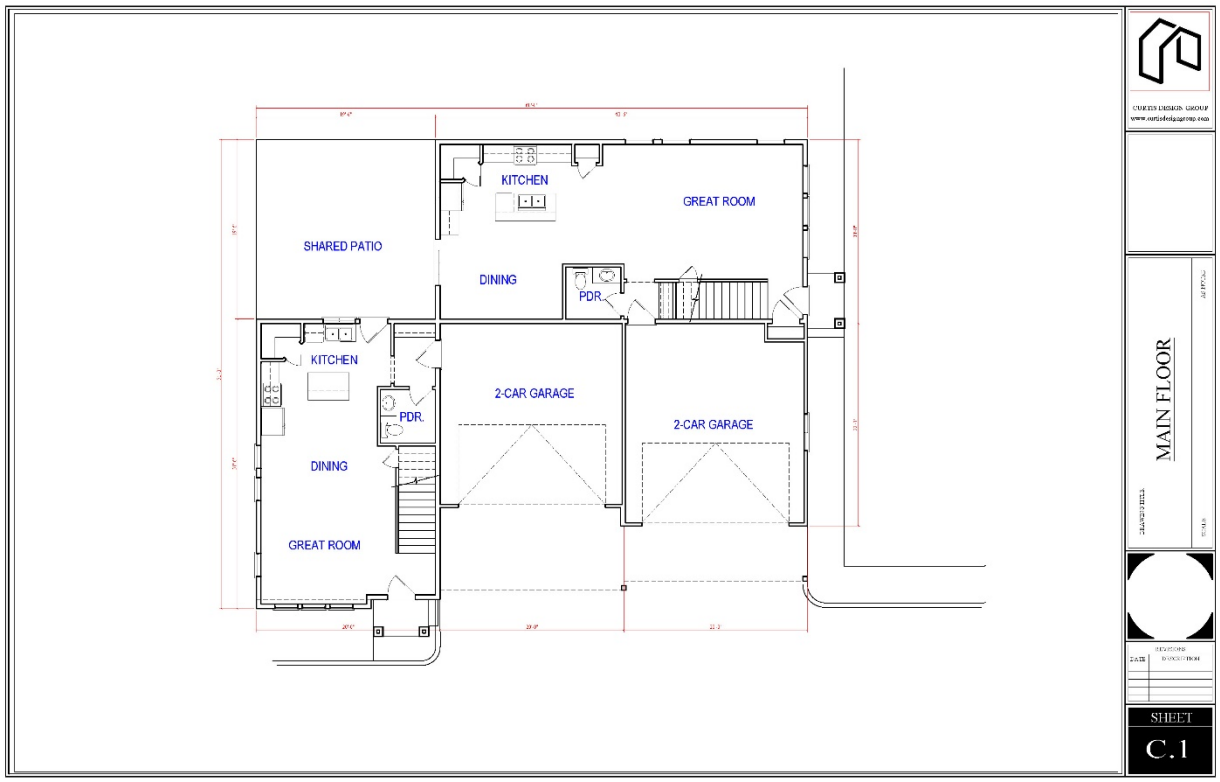
SHEET
C.1

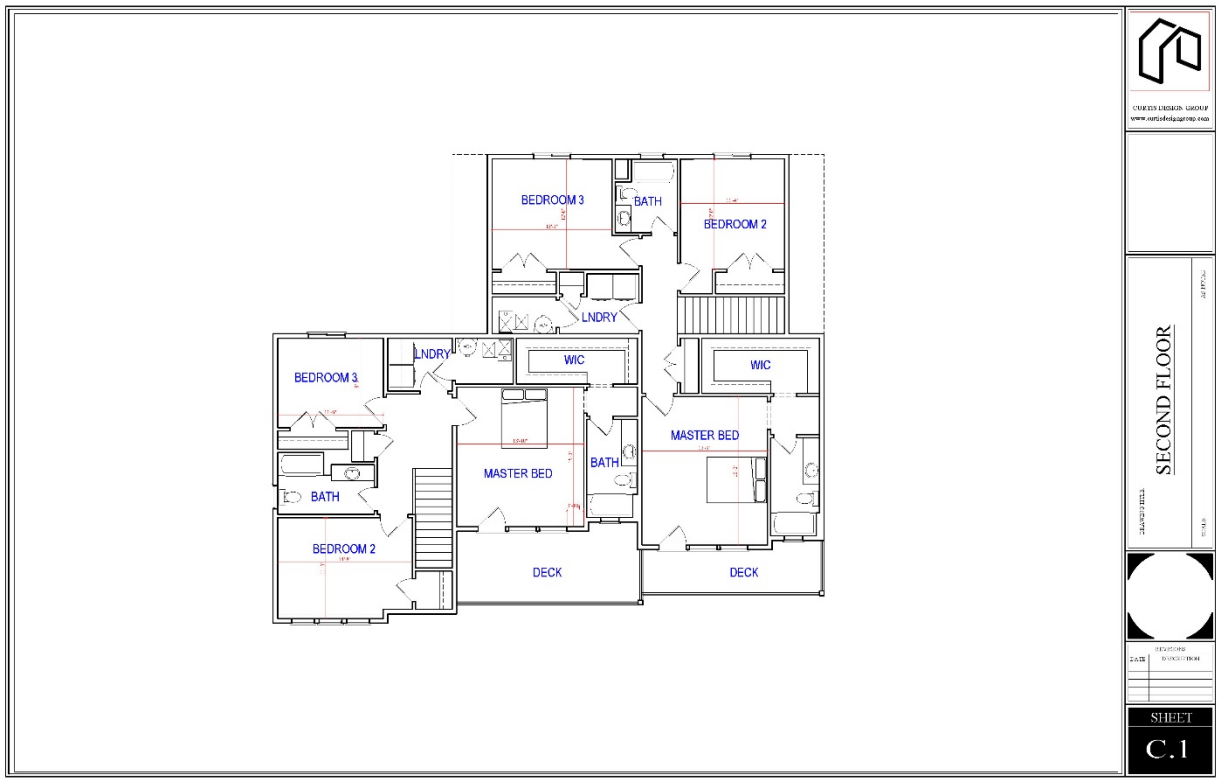


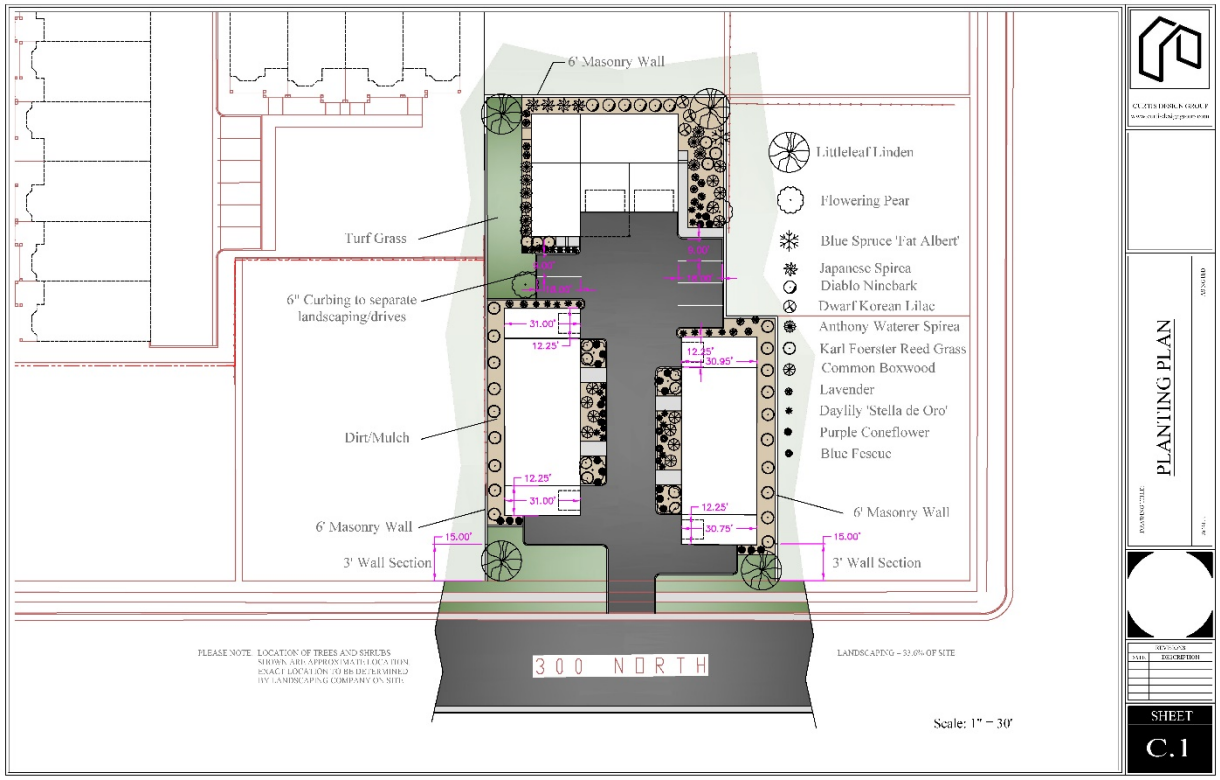
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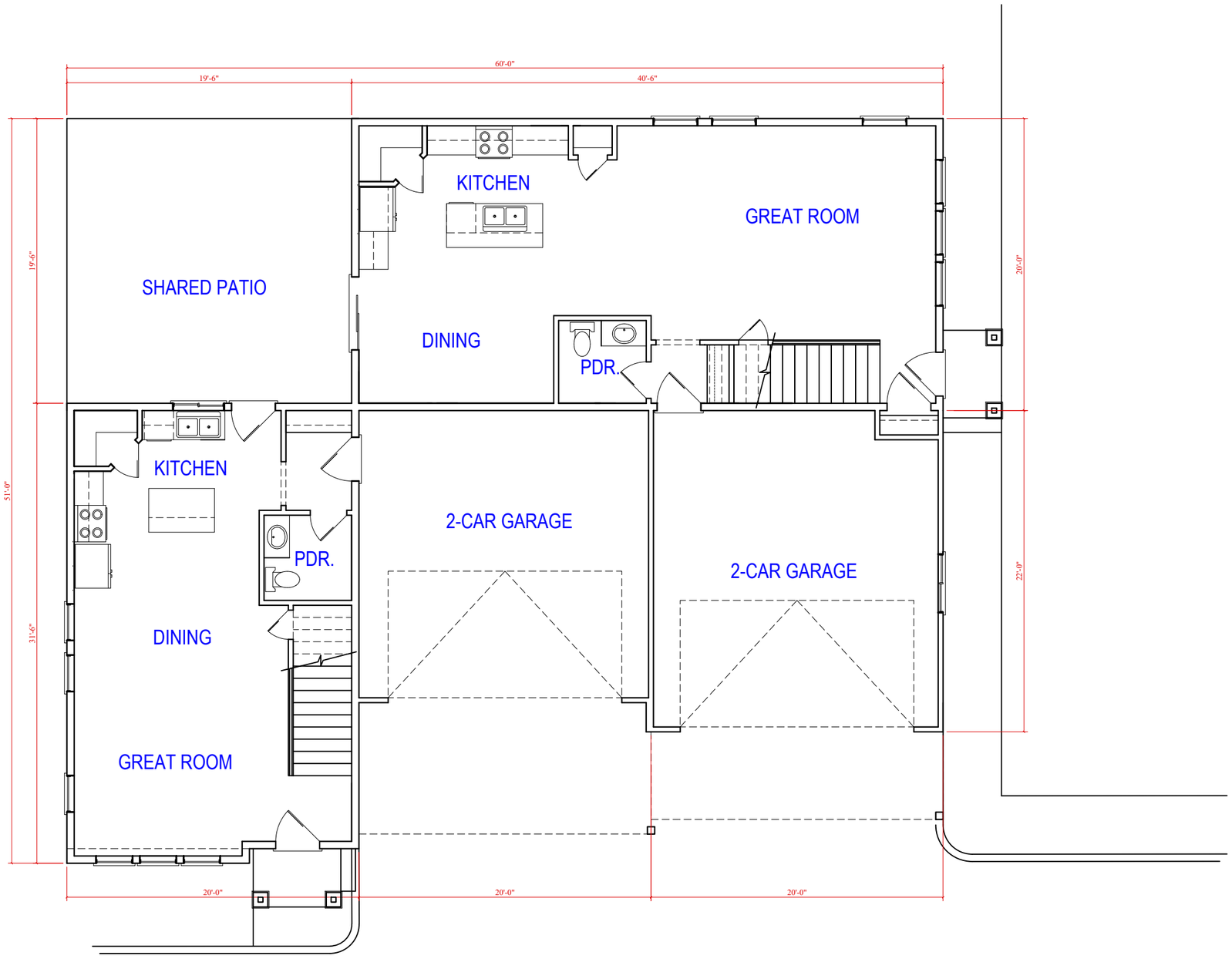
SECOND FLOOR

SHEET
C.1


KITCHEN
GREAT ROOM
SHARED PATIO
DINING
PDR.
KITCHEN
2-CAR GARAGE
PDR.
2-CAR GARAGE
DINING
GREAT ROOM
MAIN FLOOR
SHEET
C.1


BEDROOM 3
BATH
BEDROOM 2
LNDRY
LNDRY
WIC
WIC
BEDROOM 3
MASTER BED
BATH
MASTER BED
BATH
BEDROOM 2
DECK
DECK
SECOND FLOOR
SHEET
C.1


6' Masonry Wall
Littleleaf Linden
Flowering Pear
Blue Spruce 'Fat Albert'
Japanese Spirea
Diablo Ninebark
Dwarf Korean Lilac
Anthony Waterer Spirea
Karl Foerster Reed Grass
Common Boxwood
Lavender
Daylily 'Stella de Oro'
Purple Coneflower
Blue Fescue
Turf Grass
6" Curbing to separate landscaping/drives
Dirt/Mulch
6' Masonry Wall
3' Wall Section
6' Masonry Wall
3' Wall Section
31.00'
12.25'
30.95'
30.75'
15.00'
300 NORTH
LANDSCAPING = 52.6% OF SITE
Scale: 1" = 30'
PLANTING PLAN
SHEET
C.1



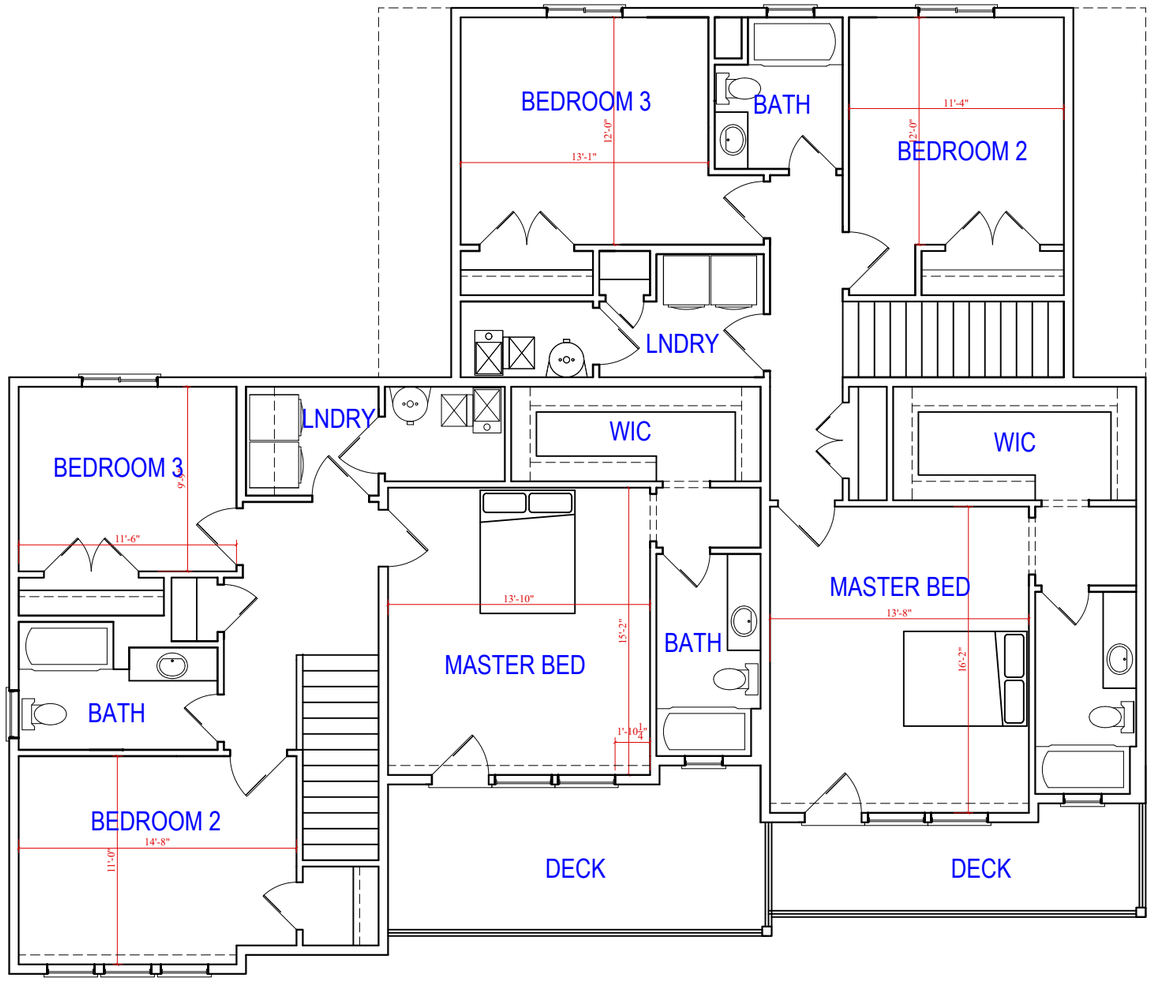
CURTIS DESIGN GROUP
www.curtisdesigngroup.com

DRAWING TITLE:
MAIN FLOOR

SCALE
AS NOTED

REVISIONS	
DATE	DESCRIPTION

SHEET
C.1



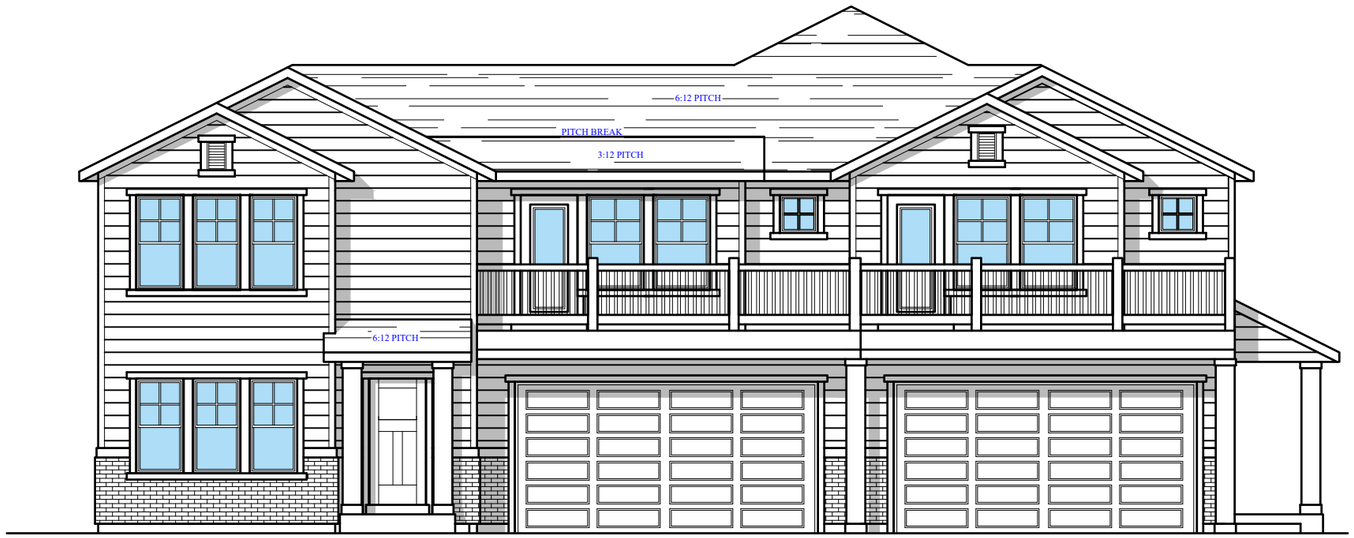
CURTIS DESIGN GROUP
www.curtisdesigngroup.com

DRAWING TITLE:
SECOND FLOOR

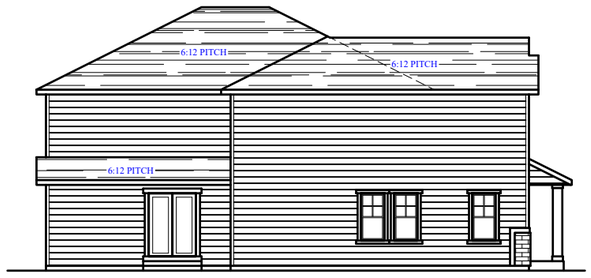
SCALE
AS NOTED

REVISIONS	
DATE	DESCRIPTION

SHEET
C.1



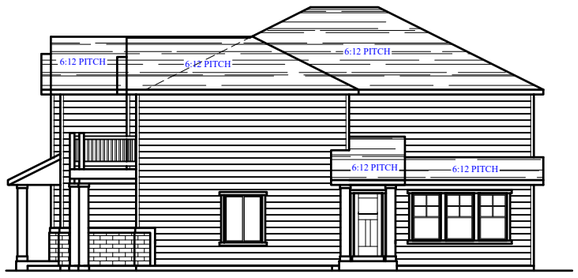
FRONT ELEVATION
11x17: 1/8" SCALE—24X36: 1/4" SCALE



LEFT ELEVATION
11x17: 1/8" SCALE—24X36: 1/4" SCALE



BACK ELEVATION
11x17: 1/8" SCALE-24X36: 1/4" SCALE



RIGHT ELEVATION
11x17: 1/8" SCALE—24X36: 1/4" SCALE

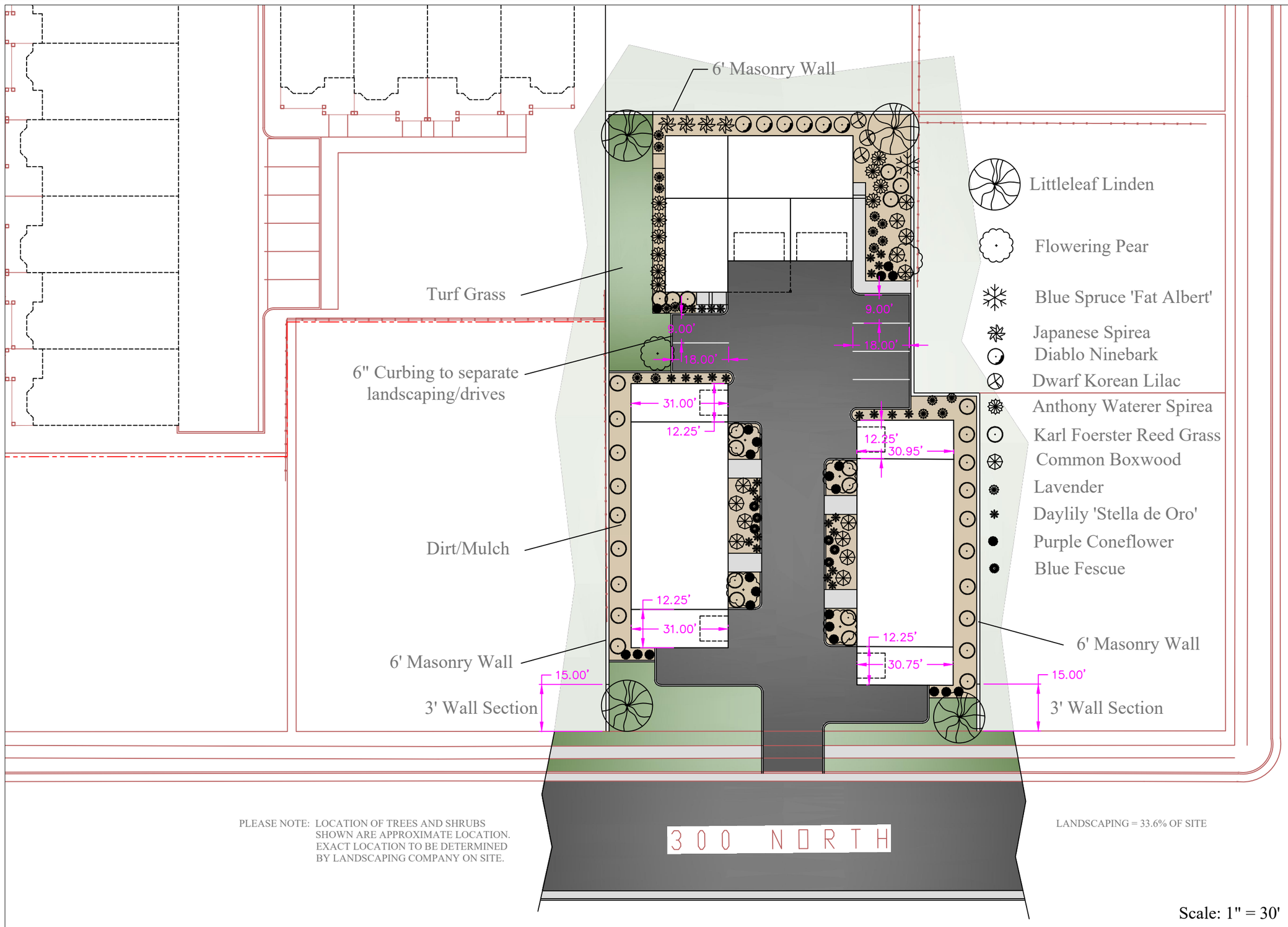
CURTIS DESIGN GROUP
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DRAWING TITLE: SECOND FLOOR

SCALE: AS NOTED

REVISIONS	
DATE	DESCRIPTION

SHEET
C.1



PLEASE NOTE: LOCATION OF TREES AND SHRUBS SHOWN ARE APPROXIMATE LOCATION. EXACT LOCATION TO BE DETERMINED BY LANDSCAPING COMPANY ON SITE.

LANDSCAPING = 33.6% OF SITE

Scale: 1" = 30'

CURTIS DESIGN GROUP
www.curtisdesigngroup.com

DRAWING TITLE: PLANTING PLAN

SCALE: AS NOTED

REVISIONS	
DATE	DESCRIPTION

SHEET
C.1